

# **Declaration of Covenants, Conditions and Restrictions Woodland Hills Home Owners Association**

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## **WOODLAND HILLS**

### **DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

**THIS DECLARATION is made this 15 day of January 1980, by Woodland Hills Village Development Corporation, Maryland corporation (hereinafter "WOODLAND" or the "DECLARANT").**

#### **WITNESSETH:**

WHEREAS, BANK AMERICA REALTY INVESTORS, a California real estate investment trust (hereinafter "BARI") is the fee simple owner of those parcels of real property situated in the City of Gaithersburg, Montgomery County, State of Maryland, more particularly described in Exhibit "A" (hereinafter the Exhibit "A" Property"); and

WHEREAS, WOODLAND is (i) the fee simple owner of those parcels of real property in the City of Gaithersburg, Montgomery County, State of Maryland described in Exhibit "B" attached hereto (hereinafter the "Exhibit "B" Property"), and (ii) pursuant to a Ground Lease (hereinafter the "Lease") dated September, 1977 between BARI as ground lessor and WOODLAND (as assignee of KRB, Inc.) as ground lessee, is the lessee of the Exhibit "A" Property; and

WHEREAS, WOODLAND has an option under the Lease to purchase all or part of the Exhibit A Property pursuant to the terms set forth in the Lease; and

WHEREAS, WOODLAND, acting for itself or in conjunction with others, intends to develop the Property as a residential community together with common lands and areas and facilities as recreational facilities intended for the benefit of such community; and

WHEREAS, WOODLAND desires to provide for the preservation of the values and amenities in said community and for the maintenance of said common areas and community facilities; and to this end, WOODLAND desires to subject the property (as defined below) to the covenants, restrictions, easements and charges hereinafter set forth, each and all of which are for the benefit of the Property and the subsequent owners thereof; and

WHEREAS, WOODLAND has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an association to which shall be delegated and assigned the powers and duties of maintaining and administering the common areas and community facilities, administering and enforcing the within

covenants and restrictions and assessing and disbursing the charges and assessments hereinafter created; and

WHEREAS, WOODLAND has formed (or intends to form) the Woodland Hills Home Owners Association, Inc. as a non-profit corporation under the laws of the State of Maryland for the purposes of carrying out the powers and duties aforesaid; and

WHEREAS, WOODLAND desires that the covenants, liens, charges, easements, conditions and restrictions set forth herein shall run with, burden and bind the Property;

NOW, THEREFORE, DECLARANT hereby declares that the Property is and shall be held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied and improved subject to the covenants, restrictions, liens, charges, easements and conditions hereinafter set forth:

## **ARTICLE I: DEFINITIONS**

### **Section 1. Meanings of Listed Words**

Unless the context clearly prohibits, when used in this Declaration, the following words shall have the following meanings.

### **Section 2. Meanings**

(a) "Association" shall mean the Woodland Hills Home Owners Association, Inc., a non-stock, non-profit corporation created (or to be created) under the laws of the State of Maryland for (i) the purpose of owning, operating and maintaining the Common Areas, administering and enforcing the covenants and restrictions contained in this Declaration, collecting and disbursing the charges and assessments created hereunder, and (ii) the purpose of preserving, maintaining and managing

residential and ancillary areas within the Property and any annexation thereto, and membership in which is either appurtenant to a Unit within the Property, vested in WOODLAND (or its successors in interest) pending development and sales of Units,. or obtained as otherwise provided herein or in the Association's By-Laws.

(b) "Both classes of the members" of the Association or "the members" of the Association shall mean the specified percentage of the then outstanding cumulative membership of the Association.

(c) "Common Areas" shall mean and refer to a real property that is a portion of the Property and which is described in Exhibit "C", which is now, or shall be, owned or controlled by the Association for the benefit, use and enjoyment of its members, together with all improvements located thereon, including Community Facilities and Recreational Facilities a-d all personal property and equipment incidental thereto which may be owned by the Association.

(d) "DECLARANT" shall mean and refer to as the fee simple title holder of the Exhibit "B" Property, and its successors and assigns and any other persons who, in conjunction with or in lieu thereof or of either of them, develops Units on the Property; provided, however, that no successor or assignee of WOODLAND shall have any rights or obligations hereunder unless such rights and obligations are specifically set forth in the instrument of succession or assignment or which pass by operation of law.

(e) "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions and any declaration amendatory or supplementary hereto.

(f) "Each class of the members" of the Association shall mean the specified percentage of each then outstanding class of members of the Association.

(g) "First Mortgage" shall mean and refer to a mortgage or deed of trust which has priority over all other mortgages or deeds of trust encumbering any Lot or Unit.

(h) "First Mortgagee" shall mean and refer to 'a mortgagee holding a First mortgage.

(i) "Land Records" shall mean and refer to the land, title or subdivision records of Montgomery County, Maryland.

(j) "Lot(s)" shall mean and refer to any plot of land shown on the Plat.

(k) "Member(s)", "Member(s) of the Association", "member(s)" or "member(s) of the Association" shall mean and refer to every person, group of persons or entity who holds membership in the Association including WOODLAND.

(l) "Mortgage" shall mean and refer to any mortgage or deed of trust, provided the holder is an institutional lender.

(m) "Mortgagee" shall mean and refer to t-he holder of any Mortgage.

(n) "Occupant" shall mean any person owning or leasing, but in all events occupying, a Dwelling Unit situated on the Property.

(o) "Owner" means any person to whom fee simple title to all or any part of the Property is conveyed other than those holding title or an interest therein solely as security, for the performance of an obligation.

(p) "Party Fence" shall mean and refer to a fence situated, or intended to be situated, on the boundary line between adjoining Lots.

(q) "Party wall" shall mean and refer to the entire wall, all or a portion of which is used for support of each adjoining Unit, situated or intended to be situated, on the boundary line between adjoining Units.

(r) "Person" or "person" shall mean any individual, firm, corporation, partnership, association, trust or other legal entity or any combination thereof.

(s) "Property" shall mean the Exhibit "B" Property together with such additions thereto as may hereafter be made, including additions thereto from the Exhibit "A" Property when and if made.

(t) "Recreation Facilities" or "Community Facilities" shall mean any swimming pool, tennis court, playground and any other recreational facility constructed on the Common Areas.

(u) "Restrictions" shall mean the covenants, restrictions, conditions, easements, charges and liens herein set forth.

(v) "Unit" or "Dwelling Unit" shall refer to any building or portion of a building situate on the Property and designed. and intended for use and occupancy as a residence by a single family, including detached houses and townhouses, but not including any Common Areas. Where the context requires, Unit or Dwelling Unit shall also mean any Unit or Dwelling Unit designated on any final subdivision plat pertaining to the Property recorded among the Montgomery County, Maryland land records (the "Plat"). The term Unit shall also include the term Lot.

## **ARTICLE II: PROPERTY**

### **Section 1. Property Subject to this Declaration**

The real property which is, and shall be held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied and improved subject to this Declaration is located in the City. of Gaithersburg, County of Montgomery, State of Maryland, is more particularly described in Exhibit "B" as the Section I Lots and Common Area.

### **Section 2. Additions**

(a) WOODLAND may subject additional property owned or controlled by WOODLAND, including the Exhibit "A" Property when it is owned or controlled by WOODLAND, to this Declaration and the Restrictions either by means of recording an amendment or supplement to this Declaration among the Land Records, or by re-recording this Declaration and merely amending or supplementing the Exhibits hereto. The additional property shall become part of the Property upon submission. The right of WOODLAND to subject additional property to this Declaration shall be vested only in WOODLAND, and no other owner, member, or other person shall have such right, except as set forth in Section 3 hereof.

(b) The right reserved herein, to the extent not exercised, shall lapse without further act or deed, if such right is not exercised on or before a date twenty years from the date hereof; provided, however, that WOODLAND may waive and renounce said right prior

thereto by recording an appropriate instrument among the Land Records. In the event WOODLAND waives or renounces the right contained herein or said right lapses by failure of exercise on or before a date twenty years from the date hereof, this Declaration shall be applicable only to the Exhibit "B" Property (with any additions thereto made prior to such waiver, renunciation, failure or lapse, if any) and shall be a covenant running with and binding upon the Exhibit "B" Property, and any such additions, if any, only.

(c) In the event that a ban, moratorium or restriction is imposed by any government, governmental agency, or public utility delaying development of the Property, the aforesaid date shall be extended for a period equal to the period between the date on which such ban, moratorium or restriction commenced, and the date upon which such ban, moratorium or restriction terminates or is rescinded, but in no event greater than an aggregate of an additional ten years.

### **Section 3. Additions by Persons Other Than WOODLAND**

Additional real property, including Common Areas; may be annexed to the Property hereof with the consent 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. Such annexation may be direct or may be by merger or consolidation with any other, similar association.

### **Section 4. Method of Additions by Others**

Any annexations made pursuant to Section 3 hereof or otherwise, (except, by WOODLAND which shall be subject only to the procedures delineated in Section 2 hereof) shall be made by recording a supplemental declaration to this Declaration among the Land Records, which supplemental declaration shall extend the scheme of the Covenants and Restrictions to such annexed property. Such supplemental declaration may contain such complementary additions and modifications to the Restrictions as may be necessary to reflect the different character or use, if any, of such annexed property. The supplemental declaration shall be signed by the appropriate officer of the Association.

## **ARTICLE III: MEMBERSHIP IN THE ASSOCIATION**

### **Section 1. Members**

Every Owner shall be a member of the Association, provided, however, that anyone who holds such interest solely as security for the performance of an obligation shall not be a member. Membership in the Association shall be a required corollary of ownership of a Lot or ownership or occupancy of a Unit. Occupants, if lessees, shall not be members of the Association but shall, nevertheless be bound by the provisions of this Declaration.

### **Section 2. Classification of Members**

Members of the Association shall be divided into classes as follows:

(a) Class A Members. Every Owner shall be a Class A member of the Association; provided, however, that any such person who holds such interest solely as security for the performance of an obligation, shall not be a member solely on account of such interest. Class A members shall be entitled to one vote for each Unit owned by such member. In the event that more than one person is the Owner of any Unit, each person

shall be a member but there shall exist only one vote for such Unit. The vote for the membership appurtenant to such Unit shall be exercised as the Owners, among themselves, determine in the manner provided in the By-Laws of the Association, but (except as herein provided) no more than one vote shall be cast with respect to any Unit.

(b) Class B Members. The Class B member(s) shall be the DECLARANT and shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier.

(i) When the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership, or

(ii) The date which is the fifth anniversary of the date hereof..

### **Section 3. Assignment of Membership**

The memberships (except the Class B memberships) shall be appurtenant to the Unit owned by a member and may not be assigned other than in conjunction with the Unit to which they are appurtenant. Class B memberships shall be completely assignable by WOODLAND without the consent or joinder of any other person.

### **Section 4. Effect of Additions to the Property**

In the event that WOODLAND exercises its rights under Article II, Section 2 and by such exercise submits additional land to the Restrictions, each of the Lots or Units located on the additional land shall have the appropriate membership in the Association, and each Unit or Lot shall possess the appropriate voting rights. Submission of additional Units or Lots as stated shall, without further act or deed, be deemed to create additional memberships of the appropriate class equal to the total number of Units constructed; in process of construction, or Lots proposed to be constructed on the Property as identified in the amendment to the Declaration.

### **Section 5. Voting**

At every meeting of the members, each of the member shall have the right to cast his vote or votes for each membership which he owns on each question. The vote of the



members representing a two thirds (2/3) vote of each class of membership with respect to any question, in person or by proxy, shall decide any question brought before such meeting, unless the question is one upon which, by express provision of statute or of the Articles of Incorporation, or of this Declaration, or of the By-Laws, a different vote is required, in which case such express provision shall govern and control. The vote for any membership which is owned by more than one person may be exercised by any of such persons as are present at any meeting unless any objection or protest by any other owner of such membership is noted at such meeting. In the event all of the co-owners of any membership who are present at any meeting of the members are unable to agree on the manner in which the vote for such membership shall be cast on any particular question, then such vote shall not be counted for, purposes of deciding that question. No 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 6. Proxies**

A member may appoint any other member or WOODLAND or any other person entitled by law or by the By-Laws as his or proxy. Any proxy must be in writing and must comply with all requirements imposed by law or by the Association's By-Laws.

## **Section 7. Quorum**

The presence, either in person or by proxy, of members representing at least sixty percent (60%) of the total votes entitled to be cast with respect to any question, shall be requisite for, and shall constitute a quorum for the transaction of business at all meetings of members. If less than a majority of the members are present at any meeting, a majority of the members present, may adjourn the meeting without further notice.

# **ARTICLE IV: EASEMENTS**

## **Section 1. Submission**

The DECLARANT hereby creates and subjects all of the Property, except those portions constituting Dwelling Units including the land on which any Dwelling Unit is built, to the following easements:

(a) Nonexclusive easements of pedestrian and vehicular ingress and egress are hereby granted to the DECLARANT and each Owner, and their respective licensees and invitees for purposes connected with or incidental to any use being made of any portion of the property.

(b) Nonexclusive easements to park motor vehicles within parking areas situate on the Property are hereby granted to the Declarant and each Owner and their licensees and

invitees for non-commercial motor vehicles (construction vehicles shall be considered non-commercial motor vehicles) used by such persons subject, however, to reasonable restrictions as to number, size, and type of motor vehicle as may be imposed by any subsequent amendment to the Declaration; the DECLARANT expressly reserving the right to impose such restrictions for a period of ten years from the date hereof and in perpetuity to the Board of Directors of the Association expressly reserving the right to impose such restrictions.

## **Section 2. Access**

Free access between each and every part of the Property, other than those portions constituting Units shall not be impeded and will be maintained.

## **Section 3. Members Right of Enjoyment**

Every member shall have a right and easement of enjoyment in and to the Common Areas, Community Facilities and Recreation Facilities and such easement shall be appurtenant to and shall pass with the title to every Unit, subject to the following:

(a) The right of the Association, in accordance with its Articles of Incorporation and By-Laws, to borrow money for the purpose of improving the Common Areas, Community Facilities and Recreation Facilities and in aid thereof to mortgage said property. The Association shall not mortgage the Common Areas or Recreation Facilities or any portion thereof, except by resolution approved by two-thirds (2/3) of the members. In the event of a default and foreclosure upon any such mortgage, the mortgagee shall have the right, after taking possession of such property, to charge admission and other fees as a condition to continued enjoyment by the members and their guests.

(b) The right of the Association to levy reasonable admission and other fees for the use of any of the Recreational Facilities by the members of the Association and their guests.

(c) The right of the Association to take such action as is reasonably necessary to protect the Common Areas against mortgage default and/or foreclosure; provided, always, that such action is in conformity with the other provisions of this Declaration.

(d) The right of the Association to limit the number of guests or members that are permitted at any time to use any Recreational Facility or the Common Areas.

(e) The right of the Association to suspend the voting rights and the right to use the Common Areas and Community Facilities (except for rights to the use of streets, roadways and parking areas, which shall not be subject to suspension for any reason) of any member of the Association (i) for any period during which any assessment against the member remains unpaid, and (ii) for any period not exceeding sixty (60) days for any infraction of the rules and regulations described below.

(f) The right of the Association to dedicate or transfer all or any part of the Common Areas or Recreation Facilities to any public or municipal agency, authority or utility for purposes consistent with the purpose of this Declaration and subject to such conditions as may be agreed to by the then members; provided, however, that no such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of the members of the Association has been recorded, agreeing to such dedication, transfer, purpose and condition, and unless written notice of the proposed agreement and action thereunder is sent to each member at least ninety (90) days prior to the taking of any such action.

(g) The right of the Association to establish rules and regulations for the operation, use and maintenance of the Common Areas, Community Facilities, and Recreation Facilities.

(h) The right of DECLARANT, prior to the conveyance of the Common Area to the Association, and of the Association thereafter, to grant and reserve easements and rights-of-way through, under, and over and across the Common Areas, for installation, maintenance, and inspection of lines and appurtenances for public or private water, sewer, drainage, fuel oil and other utilities.

(i) The right of DECLARANT (and its sole agents and representatives) to the non-exclusive use of the Common Areas, Community Facilities and Recreation Facilities for display, and exhibit purposes until sale of all Lots or Dwelling Units to Occupants; provided, that, no such use by DECLARANT or its sales agents or representatives shall otherwise restrict the members in their use and enjoyment of the Common Areas, Recreation Facilities or Community Facilities.

#### **Section 4. Additional Easements**

The easements created hereunder shall be in addition to and not in derogation of easements heretofore or hereinafter granted in favor of any public utility, governmental or quasi-governmental agency or private organization for the providing of sanitary sewer and water, electricity, telephone, gas, cable or master antenna television and other utilities to the Property.

#### **Section 5. Title to Common Areas**

The DECLARANT hereby covenants for itself, its successors and assigns, that at or prior to the time that the Class B membership lapses, it will convey by special warranty deed, fee simple title to the Common Areas to the Association.

#### **Section 6. Encroachments**

If any portion of the Common Areas now encroach upon any Unit, or if any Unit now encroaches upon any Unit or upon any portion of the Common Areas, as a result of the construction or repair of any buildings, or if any such encroachment shall occur

hereafter as a result of settlement or shifting of any building, or otherwise, a valid easement for the encroachment and for the maintenance of the same so long as the building stands, shall exist. In the event any building, any Unit, and adjoining Unit, or any adjoining Common Area, shall be partially or totally destroyed as a result of fire or other casualty, or as a result of condemnation or eminent domain proceedings, and then reconstructed, encroachment of parts of the Common Area upon any Unit or upon any portion of the Common Area, due to such reconstruction, shall be permitted, and valid easements for such encroachments and the maintenance thereof shall exist so long as the building shall stand.

## **Section 7. General Easement**

So long as WOODLAND or BARI retains title to any Unit and/or the Common Areas, the DECLARANT reserves the right and easement to the use of the common Areas and any Unit or all or any portion thereof, as may be needed for repair, maintenance, or construction on such Unit or all, or any other Unit of or the Common Areas.

## **Section 8. Obligations of the Association**

The Association (a) shall manage, operate, maintain and repair (including all necessary replacements), for the use and benefit of all members of the Association, all Common Areas and facilities and improvements developed thereon, including any swimming pool, and other Recreation Facilities and Community Facilities and (b) shall maintain, mow the grass on, and replace all dead or destroyed original landscaping on, all Common Areas.

# **ARTICLE V: ASSESSMENT AND LIEN**

## **Section 1. Creation of the Lien and Personal Obligation for Assessments**

Each owner, of any Unit, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, (2) special assessments for capital improvements, and (3) emergency assessments as provided in the By-Laws, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual, special and emergency assessments, together with such interest thereon and costs of collection thereof as are hereinafter provided, shall be a charge on, and shall be a continuing lien upon, the Unit against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as are hereinafter provided, shall also be the personal obligation of the person who was the Owner of such Unit at the time when the assessment became due.

## **Section 2. Annual Assessments and Carrying Charges of the Association**

(a) Each Class A Member and Class B Member, shall pay to the Association a sum (herein elsewhere sometimes referred to as "assessments" or "carrying charges") equal to the member's share of the sum required by the Association, as estimated by its Board of Directors, to meet its annual expenses, including., but not limited to, the following:

(i) The cost of all operating expenses of the common areas and of services furnished, including charges by the Association for facilities and services furnished by it; and

(ii) The cost of necessary management and administration, including fees paid to any management agent; and

(iii) The amount of all taxes and assessments .levied against the Association or upon any property which Z~ may own or which it is otherwise required to pay, if any; and

(iv) The cost of fire and extended liability insurance and the cost of such other insurance as the Association may obtain; and

(v) The cost of furnishing water, electricity, heat, gas, garbage and trash collection and/or other utilities to the extent furnished by or through the Association; and

(vi) The cost of funding all reserves established by the Association including a general operating reserve and/or a reserve for replacements, repairs and maintenance on those portions of the Common Areas that must be repaired, maintained or replaced periodically; and

(vii) The estimated cost of repairs, maintenance, And replacements of the Common Areas to be made by the Association.

(b) Assessments shall be payable ( i) monthly, and such monthly assessments shall be \$15.00/month prior to construction of the pool that is part of the Recreation Facilities and, after the construction of the pool, shall be \$35.00/month, or on (ii) such other periodic basis as the Board of Directors shall elect but not less frequently than annually and not more frequently than monthly, and the above rate shall be pro-rated for such other payment period; provided, that it shall be an affirmative obligation of the Association and its Board of Directors to fix such assessments at an amount sufficient to maintain and operate the Common Areas and to provide adequate reserves for the operation, repair and replacement of the Common Areas; provided, further, that such assessments are sufficient to pay the obligations of the Association; provided, further, however, that the amount of each such assessment shall not exceed an amount which is reasonably necessary to pay for the actual costs of maintenance and operation of the Common

Areas, Community Facilities and Recreational Facilities, and provide adequate reserves therefor.

### **Section 3. Change in Maximum of Monthly Assessments**

The Board of Directors of the Association may, without a vote of the members of the Association, prospectively increase the maximum of the monthly assessments set forth in Section 2(b) above to an amount which is the greater of (i) ten percent (10%) above the monthly assessments for the previous year or, (ii) the monthly assessment fees stated above. The Association may prospectively increase the assessments maximum above the amount permitted pursuant to the preceding sentence, provided that any such change shall have the approval of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days, nor more than ninety (90) days, in advance of the meeting setting forth the purpose of the meeting.

#### **Section 4. Special Assessments**

In addition to the regular assessments authorized by this Article, the Association may levy in any assessment year a special assessment or assessments, applicable to that year only, payable in a lump sum or installments as may be set forth in the resolution levying the special assessment, for the purpose of defraying in whole or in part, the cost of any construction or reconstruction, repair or replacement of a capital improvement located upon the Common Areas or the Recreation Facilities as the case may be, including the necessary fixtures and personal property related thereto, or for such other purposes as the Board of Directors may consider necessary, provided that any such assessment shall have the assent of the members representing two-thirds (2/3) of the votes of each class of membership. A meeting of the members of the Association shall be duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days but not more than sixty (60) days in advance of such meeting, which notice shall set forth the purpose of the meeting.

#### **Section 5. Emergency Assessments**

#### **Section 6. Non-Payment of Assessment; Interest and Other Charges**

Any assessment levied pursuant to this Declaration, or any installment thereof, which is not paid on the date when due shall be delinquent and, together with interest thereon and any late charges or penalties as set forth below and the cost of collection thereof as hereinafter provided, shall thereupon become a continuing lien upon the Unit or Units belonging to the member against whom such assessment is levied and shall bind such Unit or Units in the hands of the then owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the member to pay such assessment shall, however, remain his personal obligation for the statutory period and a suit to recover a money judgment for non-payment of any assessment levied pursuant to this Declaration, or any installment thereof, may be maintained without foreclosing or waiving the lien herein created to secure the same. Any assessment levied pursuant to this Declaration or any installment thereof which is not paid within thirty (30) days after it is due, shall bear interest at a rate not to exceed eight percent (8) per annum.. The Board of Directors may, by resolution of the Board of Directors, make the member

obligated to pay the same liable for the payment of such penalty or "late charge" as the Board of Directors may fix.

### **Section 7. Enforcement on Non-payment**

The Association may bring an action at law or in equity against the member personally obligated to pay the unpaid assessment plus interest and any late charges or penalties, or enforce or foreclose the lien against the Unit or Units then belonging to said member, by any appropriate proceedings or means, in either of which events interest, costs and reasonable attorneys fees of not less than twenty percent (20%) of the sum claimed shall be added to the amount of each assessment and the amount secured by the lien. . No Owner or member may waive or otherwise escape liability or the assessment provided for herein by non-use or the Common Areas or abandonment of his Unit.

### **Section 8. Acceleration of Installments**

Upon default in the payment of any one or more periodic installments of any assessment levied pursuant to this Declaration, the entire balance of said assessment may be accelerated at the option of the Board of Directors and be declared due and payable in full.

### **Section 9. Priority of Lien**

The lien established by this Article shall have preference over any other assessments, liens, judgments or charges of whatever nature, except the following:

- (a) General and special assessments for real estate taxes on the Unit.
- (b) The lien's of any first Mortgages duly recorded on the unit prior to the assessment of the lien thereon or duly recorded on said Unit after receipt of a written statement from the Board of Directors reflecting that payments on said lien were current as of the date of recordation of said Mortgage.

### **Section 10. Subordination and Mortgage Protection**

Notwithstanding any other provisions hereof to the contrary, the lien of any assessment levied pursuant to this Declaration upon any Unit shall be subordinate to, and shall in no way affect the rights of the holder of any indebtedness secured by any recorded First Mortgage, upon such Unit made in good faith, and for value received, provided, however, that such subordination shall apply only to assessments which have become due and payable prior to a sale or transfer of such Unit pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Any First Mortgagee who comes into possession of a unit pursuant to the remedies provided in its First mortgage, foreclosure of its First mortgage, or deed (or assignment) in lieu of foreclosure, shall take the Unit free of any claims, for unpaid assessments or charges against the mortgaged Unit which accrue prior to the time such holder comes into possession. Such

foreclosure sale or transfer in lieu thereof shall not relieve the purchaser at such sale of the Unit from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment which said lien, if any, shall have the same effect and be enforced in the same manner as provided herein.

### **Section 11. Assessments of Class B Members**

It is acknowledged that the Class B member is not expected to make -use of the Common Areas to the extent of use of Class A members and , for that reason, is not subjected to assessment and lien by this Article V except as hereinafter provided.

(a) The Class B member shall pay an amount equal to twenty-five percent (25%) of the annual assessment otherwise due and owing with respect to each lot which the Class B member owns.

(b) Any occupied Unit owned by the Class B member shall be subject to annual assessments to the same extent as if owned by a Class A member.

(c) So long as a Class B membership exists, and so long as the Class B member is paying the partial assessment in the accordance with paragraph (a) above, the Class B member shall maintain the Common Area at no cost to the Association and shall fund any annual budget deficit in the Association. Upon conversion of the Class B membership to Class A membership, DECLARANT shall have no further obligation to fund any budget deficits in the Association.

## **ARTICLE VI: RIGHTS OF MORTGAGEE**

### **Section 1. Notice**

A First Mortgagee at his request, shall be entitled to written notification from the Board of Directors of any default by the mortgagor of such Unit in the performance of such mortgagor's obligations pursuant to the Declaration, the Articles of Incorporation, and the By-Laws, which default has not been cured within sixty (60) days. Further, a First Mortgagee shall have the right to examine the books and records of the Association during regular business hours and upon reasonable notice. An owner that mortgages his Unit or otherwise subjects his Unit to a lien shall notify the Board of Directors of the name and address of the Mortgagee or other lienholder.

### **Section 2. Payments by Mortgagees**

First Mortgagees of Units may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the property of the Association, and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on lapse of a policy covering such property. Any First Mortgagee making such payments shall be entitled to immediate reimbursement from the Association.



### **Section 3. Consent of Mortgagees Required**

Neither the Association nor any owner shall, without written consent of seventy-five percent (75%) of the First Mortgagees (based on one vote for each First Mortgage held) or seventy-five percent (75%) of the Owners exclusive of DECLARANT first had and obtained, be entitled to:

- (a) Seek an abandonment or termination of the Association whether by act or omission to act;
- (b) Partition or subdivide any Unit;
- (c) Seek the abandonment, partition, subdivision, hypothecation, sale or transfer of the Common Areas, by act or omission provided, however, that the grant of easements for public utilities or for other public purposes shall not be deemed a transfer within the meaning of this subparagraph;
- (d) Use hazard insurance proceeds for losses to the Common Areas for other than the repair, replacement or reconstruction of such Common Areas except as provided by statute;
- (e) Change the method of determining the obligations, assessments, dues and other charges which may be levied against an Owner;
- ( f) By act or omission, change, waive or abandon the provisions of Article VII of this Declaration or the enforcement thereof; or
- (g) Fail to maintain fire and extended coverage on Common Areas insurable in an amount less than one hundred percent (100%) of the insurable value thereof based on current replacement cost.

### **Section 4. Exemption from Right of First Refusal**

Any First Mortgagee who comes into possession of a Lot or Living Unit pursuant to the remedies provided in the mortgage or foreclosure of the Mortgage, or deed (or assignment) in lieu of foreclosure, shall be exempt from any "right of first refusal."

### **Section 5. No Priority**

Any provision of this Declaration giving an Owner or any other party priority over any rights of First mortgagee's in the case of a distribution to owners of insurance proceeds or condemnation awards for losses to or a taking of any Common Area shall be deemed null and void.

## **ARTICLE VII: ARCHITECTURAL CONTROL**

## **Section 1. Architectural Committee**

The Board of Directors may, by majority vote, appoint an Architectural Committee of not less than three (3) nor more than five (5) members. The members serving the Architectural Committee shall serve without compensation and subject to the right of the Board of Directors to remove them without cause. If the Board of Directors does not appoint an Architectural Committee, or whenever the Architectural Committee consists of less than three (3) members, the Board of Directors shall perform the functions of the Architectural Committee.

## **Section 2. Approval**

In addition to the restrictions set forth elsewhere in this Declaration, and except as otherwise expressed herein, no building, fence, wall or other structure shall be commenced, constructed, erected or maintained upon any Dwelling Unit, nor shall any exterior addition, improvement, alteration, change of colors, changes in grade or other work be made or done which in any way alters the appearance of the exterior of any Dwelling Unit from any Dwelling Unit's improved or natural state, existing on the date on which the Unit was conveyed to the initial Occupant of the Dwelling Unit by WOODLAND (hereinafter said alterations shall be called ("Alterations")), unless and until the plans and specifications showing any information concerning the Alterations which the Architectural Committee may require to be furnished have been submitted to, and approved by the Architectural committee. The DECLARANT shall not be required to obtain the approval of the Architectural Committee to perform any Alterations upon Units owned by the Declarant.

## **Section 3. Procedure**

Any Occupant desiring to perform or have performed on his behalf, any Alterations upon his Dwelling Unit, shall apply in writing to the Architectural Committee for permission to perform Alterations, which shall be described in the written application. The Architectural Committee shall promptly notify the applying Occupant of any additional plans and specifications, and the information to be contained therein, to be furnished to the Architectural Committee. The Architectural Committee shall approve, modify or disapprove the proposed Alterations, in writing, (i) within thirty (30) days after submission of the written application if no additional Plans and specifications have been requested of the Occupant by the Architectural Committee within said thirty (30) days, or, (ii) within thirty (30) days after additional plans and specifications are submitted to the Architectural Committee if additional plans and specifications are requested by the Architectural Committee. If the Architectural Committee fails to approve, modify, or disapprove in writing a written application to perform Alterations on a Dwelling Unit within the periods of time set forth in the preceding sentence, approval will be deemed to have been granted. The decision of the Architectural Committee approving, modifying, or disapproving an application to perform Alterations on a Dwelling Unit shall be final.

## **Section 4. Common Areas**

No Owner, other than the DECLARANT and the Association, shall have the right to make any Alterations to Common Areas. Such Alterations shall only be made pursuant to authorization of the Board of Directors or members, as required herein.

## **ARTICLE VIII: RESTRICTIONS ON USE**

### **Section 1. Residential Use**

All Units shall be used for private residential purposes exclusively, except for such non-residential uses as may be permitted by the zoning laws of Montgomery County, Maryland and approved by the Board of Directors of the Association, from time to time. Nothing contained in this Declaration shall be construed to prohibit the DECLARANT from the use of any Units which the DECLARANT owns for promotional or display purposes as "model units" or from leasing any Unit or Units which DECLARANT owns.

### **Section 2. Leasing**

No Unit shall be rented for transient or hotel purposes. No portion of any Unit, (other than the entire shall be leased for any period. Any Owner of any Unit who shall lease such Unit shall, promptly following the execution of any such lease, forward a conformed copy thereof to the Board of Directors. Any such lease shall contain a provision to the effect that the rights of the tenant to use and occupy the Unit shall be subject and subordinate in all respects to the provisions of this Declaration and to such By-Laws, rules and regulations relating to the use of the Common Areas, or other "rules", as the Board of Directors of the Association may from time to time promulgate. The provisions of this subsection shall not apply to any Mortgagee of any Unit who obtains possession of the Unit as a result of a foreclosure sale or other judicial sale or as a result of any proceeding in lieu of foreclosure.

### **Section 3. Prohibited Uses and Nuisances**

(a) No noxious or offensive trade or activity shall be carried on within the Property or within any Unit situated thereon, nor shall anything be done therein or thereon which may be or become an annoyance to the neighborhood or the other Owners.

(b) There shall be no obstruction of any Common Areas. Nothing shall be stored upon any Common Areas (excepting those areas designated by the Board of Directors for the storage of personal property by Owners or Members) without the approval of the Association's Board of Directors. Vehicles parking upon the Common Areas may be regulated by the Board of Directors. Parking spaces upon the Common Areas may be assigned by the Board of Directors for use by the Owner or Member.

(c) Nothing shall be done or maintained in any Unit or upon any Common Areas which will increase the rate of insurance on any Unit or Common Area, or result in the

cancellation thereof, without the prior written approval of the Board of Directors. Nothing shall be done or maintained in any Unit or upon Common Areas which would be in violation of any law. No waste shall be committed upon any Common Areas.

(d) No structural alteration, construction, addition or removal of any Unit or Common Area shall be commenced or conducted except in strict accordance with the provisions of this Declaration.

(e) The maintenance, keeping, breeding, boarding and/or raising of animals, livestock, or poultry of any kind, regardless of number, shall be and is hereby prohibited within any Unit or upon any Common Areas, except that this shall not prohibit the keeping of a small dog, cat and/or caged birds as domestic pets, provided that they are not kept or maintained for commercial purposes or for breeding.

(f) Except for such signs as may be posted by the DECLARANT for promotional or marketing purposes, no signs of any character shall be erected, posted or displayed upon, in, from or about any Unit or Common Areas without the prior consent in writing of the Architectural Committee and under such conditions as they may establish. The provisions of this subparagraph shall not be applicable to any First Mortgagee which obtains possession of any Unit by reason of any remedies provided for in the Mortgage, foreclosure of the Mortgage or any deed of trust or other proceeding in lieu of foreclosure. The Architectural Committee shall establish rules and regulations permitting reasonable use of signs advertising Units for sale or for rent.

(g) No junk vehicle or other vehicle on which current registration plates are not displayed, trailer, truck, camper, camp truck, house trailer, boat or the like shall be kept upon any of the Common Areas, nor shall the repair or extraordinary maintenance of automobiles or other vehicles be carried out on any of the Common Areas.

(h) No part of the Common Areas shall be used for commercial activities of any character. This subparagraph shall not apply to the use of Units by the DECLARANT for display, marketing, promotional or sales purposes nor to professional offices if professional offices are otherwise permitted under applicable zoning ordinances.

(i) No burning of any trash and no unreasonable or unsightly accumulation or storage of litter, new or used building materials, or trash of any kind shall be permitted within any Unit or upon any Common Area. Trash and garbage containers shall not be permitted to remain in public view.

(j) No structure of a temporary character, trailer, tent, shack or other outbuilding shall be maintained upon any Common Area at any time. Outdoor clothes dryers or clothes lines shall not be maintained upon any common elements at any time. Nothing shall be hung on any railing.

(k) No outside television or radio aerial or antenna, or other aerial or antenna, for reception or transmission, shall be maintained upon any Unit or upon any Common Area without the prior written consent of the Architectural Committee.

(1) There shall be no violation of any rules for the use of the Common Areas, or other "rules" which may from time to time be adopted by the Board of Directors, and the Board of Directors is hereby and elsewhere in the By-Laws of the Association authorized to adopt such rules.

(m) None of the above restrictions shall be applicable to the DECLARANT during construction of improvements on the property.

#### **Section 4. Variances**

The Board of Directors, in its sole discretion may from time to time grant variances from the provisions of this Article upon application by a Member. The Board of Directors shall be under no obligation to grant any variance and any variance, if granted, shall be on such terms and conditions as the Board of Directors may require to fully protect the Association and the Property from any charge or liability. The grant or denial of a variance in one instance shall not require the Board of Directors to grant or deny same or a similar variance in any other instance. The Board of Directors shall not grant any variance which would violate any law or ordinance.

### **ARTICLE IX: PARTY WALLS OR PARTY FENCES**

#### **Section 1. General Rules of Law to Apply**

(a) To the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply to each party wall or party fence which is built as part of the original construction of the Lots or Units and any replacements thereof.

(b) In the event that any portion of any structure as originally constructed by the Declarant, including any party wall or party fence, shall protrude over an adjoining Lot or Unit, such structure, party wall or party fence shall not be deemed to be an encroachment upon the Adjoining Unit or Lot or Units or Lots, and adjoining Owners shall neither maintain any action for the removal of a party wall or fence or projection, nor any action for damages. In the event there is a protrusion as described in the immediately preceding sentence., it shall be deemed that the Owner or Owners of the protruding structure, party wall or party fence shall have an easement for continuing maintenance and use of the projection, party wall or party fence. The foregoing shall also apply to any replacements in conformance with the original structure, party wall or fence constructed by the Declarant. The foregoing conditions shall be perpetual in duration and shall not be subject to amendment of this Declaration.

#### **Section 2. Sharing of Repair and Maintenance**

The cost of reasonable repair and maintenance of a party wall or party fence shall be shared equally by the Owners who make use of the party wall or party fence in proportion to such use.

### **Section 3. Destruction by Fire or Other Casualty**

If a party wall or party fence is destroyed or damaged by fire or other casualty, any Owner who has used the party wall or party fence may restore it, and if the Owners thereafter make use of the party wall or party fence, 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 others under any rule of law regarding liability for negligent or willful acts or omissions.

### **Section 4. Weatherproofing**

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

### **Section 5. Right to Contribution Runs with Land**

The right of any Owner to contribution from any other owner under this Article shall run with the land and shall pass to such Owner's successors in title.

### **Section 6. Arbitration**

In the event of any dispute concerning a party wall or party fence, or any dispute under the provisions of this Article, such dispute shall be decided by the Board of Directors of the Association, and the decision of the Board of Directors shall be binding upon the parties.

## **ARTICLE X: MISCELLANEOUS**

### **Section 1. Management Agent**

(a) The Association may employ a professional management agent (the "Management Agent") at a rate of compensation to be established by the Board of Directors. The Management Agent shall perform such duties and services as the Board of Directors shall authorize that are constant with law and the provisions of this Declaration.

(b) Any contract of employment entered into by the Association with a Management Agent shall be for a term not to exceed three (3) years and shall be terminable, for cause, upon ninety (90) days' written notice. In no event shall the Board of Directors be liable for any act or failure to act of the Management Agent.

### **Section 2. Limitation of Liability**

The Association shall not be liable for any failure of water supply or other services to be obtained by the Association or paid for out of the common expense funds, or for injury or damage to person or property caused by the elements or resulting from electricity, snow or ice which may leak or flow from any portion of the Common Areas. The Association shall not be liable to any member for loss or damage, by theft or otherwise, of articles which may be stored upon the Common Areas. No diminution or abatement of assessments, as herein elsewhere provided for, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the Common Areas or from any action taken by the Association to comply with any law or ordinance or with the order or directive of any municipal or other governmental authority.

### **Section 3. Duration**

(a) Except where permanent easements or other permanent rights or interests are herein created, the Restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration, their respective representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date of this Declaration, after which the said covenants shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by the then Owners of seventy-five percent (75%) of the Units has been recorded, agreeing to change the duration of these Restrictions in whole or in part. No such agreement to change shall be effective unless made and recorded at least ninety (90) days in advance of the effective date of such change (which need not be at the conclusion of a term), and, unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken, no such agreement to change shall be effective with respect to any permanent easements or other permanent rights or interests relating to the Common Areas herein created.

(b) No change of circumstances or conditions shall operate to amend any of the provisions of this Declaration, which may be amended only in the manner herein above provided. None of the provisions of this Declaration shall be construed as a condition subsequent or as creating a possibility of re-enter.

### **Section 4. Incorporation by Reference on Resale**

In the event any Owner sells or transfers his Unit, any deed purporting to effect such transfer shall contain a provision incorporating by reference the Restrictions set forth in this Declaration.

### **Section 5. Notices**

Any notice required to be sent to the (i) Association, (ii) member, (iii) Owner under the provisions of this Declaration shall be deemed to have been given, if delivered, upon delivery to, or if mailed, when mailed by ordinary mail, postpaid, to, the last known

address of (i) the person who appears as President of the Association, (ii) the member or (iii) the Owner as shown on the records of the Association at the time of the mailing.

## **Section 6. Enforcement**

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 Restriction, either to restrain or enjoin violation or to recover damages; and the failure or forbearance by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. There shall be and there is hereby created and declared to be a conclusive presumption that any violation or breach or any attempted violation or breach of the Restrictions cannot be adequately remedied by action at law or by recovery of damages. The remedies provided for in this Declaration shall be cumulative and not exclusive.

## **Section 7. Parking Areas**

Part of the Common Areas shall consist of parking areas which shall be private, and maintained by the Association as part of the Common Areas. Part of the parking areas described within Exhibit "B". All roads are in rights of way dedicated to the City of Gaithersburg - only Parking Areas are in Common Areas. Nothing herein contained shall be construed as a dedication to public use of any Common Areas or Recreation Facilities to any public or municipal agency, authority or utility.

## **Section 8. Captions and Gender**

The captions of this Declaration are intended for convenience only and shall not alter, enlarge, modify, or otherwise affect the provisions hereof.. Wherever the context so requires, all references to the singular shall include the plural and all references to the masculine gender shall include the feminine and, in both instances, vice versa.

## **Section 9. Amendments**

Subject to the various provisions. of this Declaration requiring consent for amendment including where required, consent of First Mortgagees, this declaration may be amended by either of the following procedures:

(a) Any amendment may be proposed by Members owning not less than ten percent (10%) of the Outstanding memberships entitled to vote and such proposed amendment shall become effective upon the recording of an instrument signed by members owning not less than ninety percent (90%) of the Outstanding memberships during the initial twenty (20) year term of this Declaration, and thereafter by not less than a seventy-five percent (75%) of the outstanding memberships, or

(b) During the period in which WOODLAND Owns a Class B membership, WOODLAND reserves the right to unilaterally amend this Declaration to meet the requirements of the



Federal Housing Administration, Veterans' Administration, Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, or any other governmental or quasi-governmental agency, or any land development authority or to meet the requirements of any mortgage lender; provided, however, that any such amendment shall not materially adversely affect the substantial rights hereunder of any Member other than DECLARANT. Any such amendment shall be effective when recorded. The following actions will require the prior approval of the Federal Housing Administration or the Veterans' Administration: annexation of additional properties, dedication of common areas, mergers and amendment of this Declaration.

### **Section 10. Assignability**

DECLARANT, its successors and assigns, shall at all times have the right to fully transfer and assign any or all of its rights and powers under this Declaration, subject to DECLARANT's obligations hereunder.

### **Section 11. Severability**

All or the covenants, conditions, restrictions, and reservations contained in this Declaration are hereby declared to be severable and a finding by any court of competent jurisdiction that any of them or any clause or phrase thereof is void, unlawful or unenforceable shall not affect the validity or enforceability of any other covenants, conditions, restrictions, reservations, or clause or phrase thereof.

### **Section 12. Exhibits**

All exhibits hereto are hereby incorporated herein by reference as fully as though in the text hereof.

IN WITNESS WHEREOF, DECLARANT has executed this instrument on the date first heritable set forth.

DECLARANT:

WOODLAND HILLS VILLAGE

ATTEST: DEVELOPMENT CORPORATION

\_\_\_\_\_ By: \_\_\_\_\_(SEAL)

(Corporate Seal)

I, Patricia A. Seymour, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that John M. Dempsey, Secty and Douglas A. Nyce President, personally appeared before me in said jurisdiction and, being by me duly sworn, did depose and say that he is a party to the foregoing and annexed instrument and that the facts set

forth in said instrument are true and correct; and he acknowledged to me that he executed the said instrument for the purpose therein contained and in the capacity therein stated.

Subscribed and sworn to before me this 15th day of January, 1980.

Patricia A. Seymour

Notary Public

[Notarial Seal]

My commission expires July 1, 1982

#### **EXHIBIT A**

All those lots or parcels of ground, lying and being situate in Montgomery County, State of Maryland, more particularly described as follows:

#### **SECTION 2 Lots and Common Area**

Lots numbered NINETY-FOUR (94) through ONE HUNDRED SEVEN (107) both inclusive, and ONE HUNDRED SEVENTEEN (117) through ONE HUNDRED TWENTY-ONE (121), both inclusive, in the subdivision known as "SECTION TWO, WOODLAND HILLS" as per plat thereof recorded among the Land Records of Montgomery County, Maryland, in Plat Book 105 at plat 12077; and

ALSO, Parcels lettered "G" and "H" as shown on plat entitled "SECTION TWO, WOODLAND HILLS" as per plat thereof recorded among the Land Records of Montgomery County, Maryland, in Plat Book 105 at plat 12077, excepting that portion included in Exhibit B; and

ALSO, Parcels lettered "A" and "B" as shown on plat entitled "PARCELS A, B AND M-83" as per plat thereof recorded among the Land Records of Montgomery County, Maryland, in Plat Book 105 at plat 12073.

#### **SECTION 4 Lots and Common Area**

Lots numbered ONE HUNDRED TWENTY-TWO (122) THROUGH ONE HUNDRED EIGHTY-ONE (181), both inclusive, and Parcels lettered "L", "M" and "T" in the subdivision known as "SECTION FOUR, WOODLAND HILLS" per plat thereof recorded among the Land Records of Montgomery County, Maryland in Plat Book 105 at plat 12079.

#### **SECTION 5 Lots and Common Area**

Lots numbered ONE HUNDRED EIGHTY-TWO (182) THROUGH TWO HUNDRED THIRTEEN (213), both inclusive, and Parcels lettered "N" and "O" in the subdivision known as "SECTION FIVE, WOODLAND HILLS" per plat thereof recorded among the Land Records of Montgomery County, Maryland in Plat Book 105 at plat 12080.

Exhibit A

#### **SECTION 6 Lots and Common Area**

Lots numbered TWO HUNDRED FOURTEEN (214) through TWO HUNDRED FIFTY-EIGHT (258) both inclusive, and Parcels lettered "P", "Q" and "R" in the subdivision known as "SECTION SIX, WOODLAND HILLS" as per plat thereof recorded among the Land Records of Montgomery County, Maryland, in Plat Book 105 at plat 12081; and

ALSO, Parcels lettered "C" and "D" as shown on plat entitled "PART OF SECTION ONE, WOODLAND HILLS" as per plat thereof recorded among the Land Records of Montgomery County, Maryland, in Plat Book 105 at plat 12076.

EXHIBIT B

All those lots or parcels of ground, lying and being situate in Montgomery County, State of Maryland, more particularly described as follows:

#### **SECTION 1 Lots and Common Area**

Lots numbered ONE (1) THROUGH FORTY-ONE (41), both inclusive, and Parcels lettered "E" and "F" in the subdivision known as "PART OF SECTION ONE, WOODLAND HILLS" per plat thereof recorded among the Land Records of Montgomery County, Maryland in Plat Book 105 at plat 12075

#### **SECTION 2 Lots and Common Area**

Lots numbered FORTY-TWO (42) THROUGH SEVENTY-FIVE (75), both inclusive, and Parcels lettered "I", "J", "K" and "S" in the subdivision known as "SECTION THREE, WOODLAND HILLS" per plat thereof recorded among the Land Records of Montgomery County, Maryland in Plat Book 105 at plat 12078.

#### **SECTION 3 Lots and Common Area**

Lots numbered SEVENTY-SIX (76) through NINETY-THREE (93) both inclusive, and ONE HUNDRED EIGHT (108) through ONE HUNDRED SIXTEEN (116), both inclusive, and Parcel lettered "C" in the subdivision known as "SECTION TWO, WOODLAND HILLS" as per plat thereof recorded among the Land Records of Montgomery County, Maryland, in Plat Book 105 at plat 12077; and

ALSO a portion of Parcels lettered "G" and "H" as shown on plat entitled "SECTION TWO, WOODLAND HILLS" as per plat thereof recorded among the Land Records of Montgomery County, Maryland, in Plat Book 105 at plat 12077 and being more particularly described as follows:

Exhibit B

Beginning for the same at the southwesterly most corner of the aforementioned Plat, thence extending N 00° 01' 01" E a distance of 424.25 feet to a point, thence N 31° 00' 00" E a distance of 118.34 feet, thence leaving the outlines of aforementioned Section Two for a new line of division N 74° 01' 43" E a distance of 118.60 feet to a point on the westerly right of way line of Carlsbad Drive (27.33 feet wide), thence extending along said right of way line S 05° 12' 36" E a distance of 125.10 feet to a point, thence leaving said right of way line a extending S 75° 56' 35" E a distance of 158.45 feet to a point on S 01° 24' 59" E 121.46 foot plat line shown on the previously mentioned plat, thence extending along said line and the outlines shown on the previously mentioned plat the five following courses and distances:

1. S 01° 24' 59" E a distance of 92.81 feet
2. S 35° 01' 01" W a distance of 223.17 feet
3. S 78° 25' 05" W a distance of 85.00 feet
4. S 01° 11' 01" W a distance of 99.46 feet
5. S 88° 35' 01" W a distance of 129.11 feet to the place of beginning.

SAVING AND EXCEPTING THEREFROM that portion of Carlsbad Drive included therein.