

# **SECTION I**

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

**FOR**

**FARMBROOK HOMEOWNERS ASSOCIATION, INC.**

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*Rec'd Aug 15, 1980 at 10:25 AM. Same Day Received & Ex'd par Charles C. Keller, CU*

**DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS DECLARATION, made on the date hereinafter set forth by Land Development Associates, Inc., hereinafter referred to as "*Declarant*".

**WITNESSETH:**

WHEREAS, Declarant is the owner of certain property on Ballenger Creek Pike in Frederick County; State of Maryland, which is more particularly described in Exhibit "A", which is available at the management company, and made a part hereof.

NOW, THEREFORE, Declarant hereby declares that all of the properties described in Exhibit "A" 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 *mm* with, the real property and be binding on an parties having any right, title or interest in the described properties or any part thereof, their heirs, administrators, successors and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE I**

**Definitions**

Section 1. "Association" shall mean and refer to Farmbrook Homeowner Association, Inc., a Maryland non-profit corporation, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or man 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 a security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property described in Exhibit "A" and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Single Family Lots" shall mean those lots on which detached single family dwellings shall be erected.

Section 5. "Townhouse Lots" shall mean those lots on which townhouse shall be erected and which are described on Exhibit "C" available at management offices and made a part hereof by reference.

Section 6. "Common area A" shall mean and refer to all that land aimed by the Association. Common Area A shall be held for the common use and enjoyment of all of the owners, whether they be owners of townhouse lots or single family lots, and shall be operated and maintained by the Association for the use and benefit of its members. All storm water management areas located within Common Area A shall be maintained and repaired by the Association.

Section 7. "Common Area B" shall mean and refer to all that land owned by the Association. Common Area B shall constitute the parking area I and green space to he used exclusively by the owners of townhouse lots and their invitees.

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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 Land Development Associates, Inc., its successors and assigns, if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

Section 10. "Development Plan" shall mean Preliminary Plan Farmbrook Subdivision, prepared by Land Developer Engineers, 102 West Church Street, Frederick, Maryland and dated October 30, 1979 and amendments thereto. Said plan has been approved by the Frederick County Planning Commission and is on file with the Frederick County Planning Department, including all amendments thereto as may be made from time to time.

**ARTICLE II**

**Property Rights**

**Section 1. Owners' Easements of Enjoyment.**

Every owner shall have a right and easement of enjoyment *in* and to the Common Area A which shall be appurtenant to and shall pass with the title to every lot and every member of the Association shall have a right of enjoyment in the Common Area A; subject to the following provisions:

(a) The right of the Association to levy annual and special assessments and to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area.

(b) The right of the Association to suspend the voting rights and right to use the recreational facilities by a member for any period during which any assessment against his lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations. Assessments shall continue during any suspension period.

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public authority, agency, or utility I for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of members has been recorded.

(d) The right of the Association to establish uniform rules and regulations pertaining to the use of the Common Area and the facilities thereon.

(e) The right of Declarant (and its sales agents and representatives) to the non-exclusive use of the Common Area for display and exhibit purposes, which right Declarant hereby reserves; provided, however, that such use shall not be for a period of more than five (5) years after the conveyance of the Common Area to the Association, or the sale of all the residential lots within the Properties whichever is the earlier; provided, that no such use by Declarant or its sales agents or representatives shall restrict the members in their use and enjoyment of the Common Area or facilities thereon.

Section 2. Townhouse Owners Easements of Enjoyment. 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 lot subject to the hereinbefore mentioned provisions of Article II, Section 1, a, b, a, d and e, above.

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Section 3. Delegation of Use - Any owner may delegate, in accordance with the By-Lays, 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. Title to Common Areas. Title to the Common Areas shall conveyed to the Association free and clear of all liens and encumbrances.

Section 5. Parking Rights. Ownership of each townhouse lot shall entitle the owner (or owners) thereof to the use of not more than two automobile parking spaces, which shall be as near and convenient to said lot as possible, together with the right of ingress and egress in and upon said parking area. If the Association deems it necessary, it may, at its option, permanently assign one parking space for each lot.

**ARTICLE III**

**Membership and Voting Rights**

Section 1. Members - Every owner of a lot shall be a member of the Association as designated in Section 2 of this Article III. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

Section 2. Membership Classes and Voting Rights.

The Association shall have two classes of voting membership:

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

Class B. The Class B member shall be the Declarant and shall be entitled to (73) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership upon the happening of the following events, whichever occurs earlier:

- (a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, except when an annexation under the provisions of Article IX of this Declaration causes the total Class B votes to again exceed the total Class A votes.
- (b) On June 1, 1988.

**ARTICLE IV**

**Covenant for Maintenance Assessments**

Section 1. Creation of the Lien and Personal Obligation of Assessment

The Declarant, for each lot owned within the Properties, hereby covenants, and each owner of any lot by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. If a delinquency accrues in the payment of annual and/or special assessments, said assessment(s) 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, cost 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 by written agreement.

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

Section 3. Maximum Annual Assessments - Until January 1st of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment for any lot owned by the Declarant shall be 25% of the maximum annual assessment designated for owners of single family detached dwelling lots or townhouse lots. The maximum annual assessment for any townhouse lot, which is not owned by the Declarant, shall be \$180.00. The maximum annual assessment for any single family detached dwelling lot, which is not owned by the Declarant, shall be \$120. 00. Of the \$180.00 assessed against the townhouse lots, \$60.00 of the same shall be allocated solely and exclusively for the preservation and maintenance of the Common Area B as described in Exhibit "C" thereof. The annual assessment for the reservation and maintenance of Common Area A shall be the same for the townhouse lots and the single family detached dwelling lots.

(a) From and after January 1 of the year immediately following conveyance of the first lot to an owner, by vote of the Board of Directors, the maximum annual assessments may be increased each above year the maximum assessments for the previous year by not more than ten percent (10%) without a vote of the membership.

(b) From and after January 1 of the year immediately to following the conveyance of the first lot to an owner, the maximum annual assessments may be increased above ten percent (10%) 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.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximums as hereinbefore set forth.

Section 4. Special Assessments for Capital Improvements

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 fix-tires and personal property related thereto, provided that:

(a) Special assessments related to capital improvements in Common Area A will be borne by all lots; and

(b) Special assessments related to capital improvements in Common Area B will be assessed solely against townhouse lots; and

(c) Any such assessment, including the due date of payments on account of such assessments, shall have the assent of two-thirds (2/3) of the votes of both single family and townhouse lot owners who are voting in person or by proxy at a meeting duly called for improvements in Common Area A, and two-thirds (2/3) of the votes of townhouse lot owners only for Common Area 5.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4.

Written notice of any meeting called, in accordance with the By—Laws of the Association, for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the initial 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 at the commencement of the meeting, another meeting may be called subject to the same notice requirements, 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 sixty (60) days following the preceding meeting. The members present at a duly organized meeting can continue to do business until adjournment, notwithstanding the withdrawal of the holders of enough shares to leave less quorum.

Section 6. Uniform Rate of Assessment.

Both annual and special assessments must be fixed at a uniform rate within each class of membership and may be collected on a monthly, quarterly or annual basis provided, however, the amount of any assessment in any one year and from year to year may vary among classes of membership;

Section 7. Date of Commencement of Annual Assessments. Due Dates.

The annual assessments provided for herein shall commence as to all members on the first day of the month following the conveyance of the 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 member at least *thirty* (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an Officer of the Association setting forth that the assessments on a specified lot have been paid and any such properly executed certificate shall be binding upon the Association.

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 six percent (6%) per annum. The Association may bring an action at law against the owner personally obligated to pay the same, or the Association may foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his lot.

Section 9. Subordination of the Lien to Mortgages.

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. 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 any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

Environmental Protection Board

No building, fence, wall or other structure 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, and location of the same shall 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 Environmental Protection Board (EPB) appointed by the Board and composed of three (3) or more representatives none of whom have to be members of the Association. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after receipt of said plans and specifications, approval will not be required and this Article will be deemed to have been fully complied with. Nothing in this Article V shall be construed to permit any review of architectural and building decisions made by the Declarant with respect to any lot before its initial sale. In carrying out of Article VI, or Article VII Article of this Declaration or any of the rules and regulations adopted and promulgated pursuant to the provisions hereof, the Environmental Protection Board and/or Declarant during the period of development, or their respective agents, employees, successors and assigns, may come upon any lot during reasonable hours for the purpose of enforcing and administering those provided, however, that, except in the case of an emergency, no entry shall be made except upon fifteen (15) days written notice to the member or members affected thereby to correct the deficiency. This right to enter is enforceable through appropriate legal proceedings.

**ARTICLE VI**

**Maintenance**

**Section 1. Common Areas.** The Association shall be responsible for the care and maintenance of the Common Areas, including both interiors and exteriors of the Structures erected thereon; storm water management areas; and property, including rights-of-way, dedicated to an appropriate governmental or quasi-governmental group or utility company where such group or company has not agreed to care for and maintain said Property.

**Section 2. Individual Lots.** Except as otherwise Provided herein, the owner of each lot shall be responsible for the care, maintenance and repair of his lot, the premises and all improvements situate thereon.

In the event that any owner shall fail to maintain any lot or the premises and the improvements situate thereon in a manner satisfactory to the board, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees to enter upon said lot and to repair, maintain and/or restore the lot, the premises and any improvements erected thereon. Such right of entry and repair shall be exercisable only upon fifteen (15) days written notice given to the owner thereof, unless, in the discretion of the Board, a genuine emergency necessitates a shorter period of time. The costs of any such repairs, maintenance and/or restoration shall be added to and become part of the assessment to which such lot and lot owner is subject. Enforcement of the right to recover these assessments may be had pursuant to Article IV, Section 8 herein.

**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 Maryland law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

**Section 2. Sharing of Repair and Maintenance.** The cost 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 the restoration thereof in proportion to such use without prejudice; however, to the right of any such owners 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 cases 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 be appurtenant to the land and shall pass to such owner's acreage in title.

**Section 6. Arbitration.** In the event of any dispute arising concerning a party wall, or under the provisions of this Article such disputes shall be referred to arbitration. Each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators, and shall be binding upon the parties. Pursuant to Maryland law, judgment upon the award of the arbitrators may be maintained in any court of law with jurisdiction thereupon.

**ARTICLE VIII**

Use Restrictions

The following shall be restrictions on the use of the Properties which shall run with and hind the land.

(a) No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereupon which may become a nuisance to the neighbors.

(b) None of the lots shall be used for any purpose other than for residential use. No profession or base industry shall be conducts in or on any part of a lot or in any improvement thereon on the property without the specific written approval of the Environmental Protection Board; provided, however, that this use restriction does not apply to the Declarant to the anything be done thereupon which may become a nuisance to the extent mentioned in Article III (g).

(c) In the case of the single family homes, roof top television antennae shall be strongly discouraged and shall be restricted to one zone 2 antenna (23 or fewer elements) mounted on a single mast which does not exceed 10 feet in length for each house. In the case of the townhouses, roof top television antennae shall not be permitted since a CATV system will he available for use by each unit.

No amateur radio transmission antenna shall be constructed until plans for the same have been submitted to and approved by the Environmental Protection Board. The plan shall show location, height and configuration of the equipment and, if approved, shall be Constructed in such a manner as not to present any electrical hazard to any person around, near or upon said antenna. The applicant stall also present affidavits from all property owners within 100 feet of his dwelling stating that they have no objection to such installation. This provision does tot obligate the Environmental Protection Board to approve any amateur radio transmission antennae.

(d) No boats, boat trailers, trucks of a capacity of one ton or more or unlicensed vehicles may be parked in streets, driveways, front yards, or common parking areas for more than twenty-four hours. The Declarant shall designate a specific parking area for use by the townhouse lot owners for these types of vehicles which shall be adequately screened from nearby residences. The Association shall have the right to establish a fee to be charged to those townhouse lot owners who utilize said parking area to cover the cost of operating and maintenance of same.

(e) No temporary building, trailer, garage or building in the course of construction stall be used, temporarily or permanently, as a residence on any lot.

(f) No sign of any kind other than those of the Declarant, builder or their designated agent, shall be displayed to the public view on any lot except that one sign of not more than four (4) square feet advertising that lot for sale or rent will be permitted.

(g) No trees having a diameter of six (6) inches or more (measured from a point two (2) feet above ground level) except during initial construction shall be removed from any lot without the express written authorization of the Environmental Protection Board or unless properly authorized by an appropriate governmental authority. The Environmental Protection Board, in its discretion, may adopt said promulgate rules and regulations regarding the preservation of trees and other natural resources and wild life upon the Properties. If it shall deem it appropriate, the Environmental Protection Board may mark certain trees, regardless of size, as not removable without written authorization.

(h) Any fences to be constructed on any lot in the subdivision must be in accordance with the following specifications:

(i) Fences on townhouse lots: Must conform to the same design, color and materials of the original fence provided by Ryan Homes, Inc., and shall enclose the entire rear yard. Fences shall not be permitted to be erected forward of the rear foundation wall of the house. The builder of the fence must be the same as the original fence, provided by Ryan Homes, Inc. The planting of trees, shrubs, or any other type of plantings that would afford privacy may be used in lieu of constructing additional, fencing, provided, however, that they are maintained in accordance with the provisions set forth elsewhere in this Declaration.

(ii) Fences on Single Family Lots shall be of the split rail, alternating vertical batten, rustic, picket or stockade design, with a maximum height of 4', color to be natural or redwood stain. No fencing shall be erected forward of the rear foundation wall of the house, and side fencing for corner lots shall not be forward of the front building line of the nearest adjacent house on the street parallel with the Proposed fence line. The planting of trees, shrubs, or any other type of plantings that would afford privacy may be used in lieu of constructing fencing, provided, however, that they are maintained in accordance with the provisions set forth elsewhere in this Declaration.

(i) Storage sheds may be erected only if the roofing and siding materials to be used match that of the existing house.

(j) No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that a ordinary number of dogs, cats or other household pets may be kept provided they are kept in accordance with the duly adopted Rules and Regulations of the Association; and provided further, they are not kept, bred or maintained for any commercial purpose.

(k) No lumber, materials, bulk materials, refuse or trash shall be kept, stored, or allowed to accumulate in any lot except building materials during the course of construction, maintenance, or repair by the Declarant of any approved structure. Lot users may store materials for construction, repair or maintenance, provided such storage is approved by the Environmental Protection Board. Trash, garbage or other waste shall not be kept except in sanitary containers and such shall not be permitted to remain in public view, except on days of waste collection. All containers or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. If a central trash collection area is designated by the Association then these areas will be under the control of the Association and all others will abide by the current regulations regarding the use of these trash enclosures.

(l) No water pipe, gas pipe, sewer pipe or drainage pipe shall be installed or maintained on any lot above the surface of the ground. Easements have been reserved for sewers, drainage and utility installations and maintenance for such purposes and uses as are shown on the Development Plan and for any subdivision plat for the Properties. Within these easements no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. The Declarant, its agents, successors and assigns shall have the right to enter upon all parts of the easement area of each lot for any of the purposes for which said easements and rights-of-way are reserved. The Declarant shall also have the right at the time of, or after, grading any Street, or any part thereof, to enter upon any abutting lot and grade the portion of such lot adjacent to such street, but there shall be no obligation on the Declarant to do such grading, unless otherwise properly required to do so by an appropriate governmental authority. The Declarant shall further have the right to establish a five (3) foot drainage easement between any two adjacent lots if it is deemed necessary in the sole discretion of the Declarant

(m) The rights and duties with respect to sanitary sewer and water, cable television, electricity, gas and telephone lines and facilities shall be governed by the following

(i) Whenever water, sanitary sewer, electricity, gas, cable television, telephone connections, lines, cables or any portion thereof are or have been installed within the Properties, the owner of any lot, or the Association shall have the right, and are hereby granted an easement to the extent necessary therefore, to enter upon or have a utility company enter upon any portion of the Properties in which said installations lie to repair, replace and generally maintain said installations.

(ii) The right granted in Subparagraph (i) above shall be only to the extent necessary to entitle the owner or Association serviced by said installation to its full and reasonable use and enjoyment, and provided further that anyone exercising said right shall be responsible for restoring the surface of the easement area so used to its condition prior to such use.

(iii) In the event of a dispute between owners with respect to the repair or rebuilding of said connections, or with respect to the sharing of the cost thereof, upon written request of one of such an owners addressed to the Association, the matter shall be submitted to its Board of Directors, who shall decide the dispute, and the decision of the Board shall be final and conclusive on the parties.

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(n) Easements over the Properties for the installation and maintenance of electric, telephone, cable television, water, gas, drainage and sanitary sewer lines and facilities and the like are hereby reserved by Declarant, together with the right to grant and transfer the same during such time that Declarant is the owner of the property. Declarant also reserves the right to enter into the Common Area for the purpose of completing the improvements thereon, and on the lots, and for the further purpose of carrying out any obligations, which it may have, or assume, with respect to curing of any defects in workmanship or materials in the Properties or the improvements thereon.

(o) Any replacement mailbox for a single-family lot must conform to the same design, color, and materials as the original mailbox installed by Ryan Homes, Inc. Only one mailbox per single-family lot shall be permitted.

(p) No clothing or any other household fabric shall be hung in the open on any lot unless the same are hung from a device which is removed from view when not actually in use.

(q) The Board of Directors and the Environmental Protection Board shall have the right to enter upon any lot and trim or prune, at the expense of the owner, any hedge or other planting which in the opinion of the Board or of the Environmental Protection Board, by reason of its location upon the lot or the height to which it is permitted to grow, is unreasonably detrimental to the adjoining property or obscures the view of street traffic or is unattractive in appearance; provided, however, that the owner shall be given fifteen (15) days prior written notice to correct the problem. The Association may bring an action at law against the owner personally obligated to pay same; or the Association may foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his lot

(r) Nothing contained in this Article VIII shall be construed to limit in any way the rights and powers of the Board of Directors and the Environmental Protection Board to approve or disapprove of the erection of buildings, fences, walls, or other structures or of changes or alterations to the Properties as were fully provided in Article V hereof.

**ARTICLE IX**

**Staged Developments**

Additional land within the areas shown on the Development Plan may be annexed by the Declarant; its successors and assigns, without the consent of members within seven (7) years of the date of this instrument, provided that the Federal Housing Administration and/or the Veterans Administration determines the annexation is in accord with the Development Plan as previously approved by them. No lot will be sold to any individual homeowner in any section that has not been annexed. Said Development Plan shall not bind Declarant, its successors or assigns, to make the proposed additions or adhere to the Development Plan in any subsequent development of the land shown thereon. The additions authorized hereunder shall be made by filing of record an Amendment to the Declaration of Covenants, Conditions and Restrictions with respect to the additional property which shall extend the scheme of the Covenants, Conditions and Restrictions of this Declaration to such Property. Upon the filing of any Amendment to the Declaration and the recordation of a plan of such addition, Owners of Lots situated on the annexed properties shall be immediately entitled to the number of votes determined for members within the initial Properties subject to this Declaration.

**ARTICLE X**

**General Provisions**

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

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

Section 3. Amendment. The covenants and restrictions of the Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. The Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than seventy-five percent (75%) of the lot owners, and thereafter by an instrument signed by not less than a majority of the lots owners. Any such instrument shall become effective upon recordation.

Section 4. Annexation. Additional property and Common Area other than that referred to in Article IX may be annexed to the Properties by vote of two-thirds (2/3) of each class of members.

Section 5. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

Section 6. Conflicts. In the case of any conflict between this Declaration and the By-Laws of the Association, the Declaration shall control.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto caused the execution of these presents this 15<sup>th</sup> day of August, 1980.

ATTEST:

LAND DEVELOPMENT ASSOCIATES

(signed)  
\_\_\_\_\_  
Elizabeth A. Foster, Secretary

(signed)  
\_\_\_\_\_  
Thomas C. Munz, Executive Vice President

STATE OF MARYLAND            )  
COUNTY OF PRINCE GEORGE'S)

[notarized]