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DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
ROSE HILL HOMEOWNERS ASSOCIATION, INC.

EXHIBIT 1

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DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

ROSE HILL HOMEOWNERS ASSOCIATION, INC.

THIS DECLARATION, made this 22nd day of April, 1999, by Great Falls Road L.L.C., a Maryland limited liability company, hereinafter referred to as the "Declarant."

WITNESSETH:

WHEREAS, Declarant holds fee simple title to certain property in the City of Rockville, Maryland, which is more particularly described and set out in Exhibit A attached hereto; and

WHEREAS, Declarant desires to create thereon a residential community; and

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in said community and for the maintenance of certain structures and areas; and to this end desires to subject the real property (hereinafter referred to as "Property") described in EXHIBIT A hereof to the covenants, restrictions, easements, charges, and liens hereinafter set forth, each and all of which is and are for the benefit of said Property and the subsequent Owners hereof; and

WHEREAS, Declarant has deemed it desirable for the efficient preservation of the values and amenities in said community to create an Association to which should be delegated and assigned the powers and duties of maintaining certain structures and areas, administering and enforcing the within covenants and restrictions and disbursing the charges and assessments hereinafter created; and

WHEREAS, the Declarant has formed ROSE HILL HOMEOWNERS ASSOCIATION, INC. as a nonprofit corporation without capital stock under the General Laws of the State of Maryland, for the purposes of carrying out the powers and duties aforesaid;

NOW THEREFORE, Declarant hereby declares that all of the Property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the Property and be binding on all parties having any right, title or interest in the

Property or any part thereof, their heirs, personal representatives, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I

1 DEFINITIONS.

1.1 "Additional Property" shall mean any additional property that the Association may submit to the Declaration and assume jurisdiction over pursuant to Section 8.1 hereof.

1.2 "Architectural Control Committee (the "ACC")" shall mean the committee that may be established by the Board of Directors pursuant to Section 4.1 hereof to assure that the Property shall be maintained in a manner consistent with the purposes and intents of this Declaration.

1.3 "Articles of Incorporation" shall mean the Articles of Incorporation for Rose Hill Homeowners Association, Inc. filed with the Maryland State Department of Assessments and Taxation, as amended from time to time.

1.4 "Assessments" shall mean Annual Assessments or charges and Special Assessments for capital improvements established and collected as provided in the Declaration.

1.5 "Association" shall mean and refer to ROSE HILL HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

1.6 "Association Documents" shall mean, collectively, the Articles of Incorporation, this Declaration and the By-Laws, all as the same may be amended from time to time. Any exhibit, schedule, certification or amendment to an Association Document is an integral part of that Document.

1.7 "Board of Directors" or "Board" shall mean the executive and administrative entity established by the Articles of Incorporation as the governing body of the Association.

1.8 "By-Laws" shall mean the By-Laws of the Association as amended from time to time.

1.9 "Declarant" shall mean and refer to Great Falls Road L.L.C., a Maryland limited liability company, and any successors or assigns thereof to whom Declarant shall, in writing, specifically convey or otherwise transfer any or all of the special rights,

title reservations, easements, interests, exemptions, privileges and powers of the Declarant under this Declaration.

1.10 "Declaration" shall mean this Declaration for Rose Hill Homeowners Association, Inc. made by the Declarant and recorded among the Land Records of Montgomery County, Maryland. The term Declaration shall include all amendments to the Declaration: (i) amending provisions herein pursuant to Article 10.8 hereof; and (ii) submitting Additional Property to the terms of this Declaration and jurisdiction of the Association ("Supplementary Declaration"), whether or not (pursuant to Article VIII hereof) such amendments add provisions reflecting the unique character of the Property being added.

1.11 "Development Period" shall mean the period ending on the earlier of: (1) the later of (i) the tenth (10th) anniversary date of the recordation of this Declaration; or (ii) the fifth (5th) anniversary of the date of recordation of the most recent Amendment to this Declaration made by the Declarant adding Additional Property provided, however, that once the Development Period has expired, the recordation of a subsequent Amendment to the Declaration shall reinstate the Development Period; and provided further that if the Declarant is delayed in the improvement and development of the Property due to a sewer, water or building permit moratorium or by any other cause or event beyond the Declarant's control, then the aforesaid ten (10) year period shall be extended by a period of time equal to the length of the delays or three (3) years, whichever is less; or (2) the date specified by the Declarant in a written notice to the Association that the Development Period is to terminate on that date.

1.12 "Dwelling" shall mean and refer to a structure now or hereafter erected upon and attached to a Lot, which structure is to be used solely for single-family residential occupancy.

1.13 "Garage" shall mean and refer to a structure now or hereafter erected upon and attached to a Lot, which structure is to be used solely for parking and storage of automobiles.

1.14 "HOA Area" shall mean and refer to any area of land designated as such or designated "HOA Open Space," "HOA Park", "To Be Conveyed To Homeowners Association" or any parcel designated "to be conveyed to the Rose Hill Homeowners Association" on any recorded subdivision plat of the property, if and as amended, and which area is intended to benefit the Property and the Owners. Such HOA Area may be part of the HOA Open Space or may be owned by or now or hereafter dedicated to and accepted by the City of Rockville or

other appropriate governmental authority and maintained by the City of Rockville or other governmental authority.

1.15 "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision plat of the Property.

1.16 "Maryland Contract Lien Act" shall mean §14-201, et. seq. of the Real Property Article of the Annotated Code of Maryland, as the same may be amended, supplemented or replaced, from time to time.

1.17 "Mortgagee" shall mean any mortgagee or trustee under a Deed of Trust which has a lien on a Lot.

1.18 "Officer" shall mean any Person holding office pursuant to the By-Laws.

1.19 "Owner" or "Member" shall mean and refer to the record Owner, whether one or more Persons or entities, of a fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding contract purchasers and any Mortgagee or other Person or legal entity having an interest in a Lot merely as security for the performance of an obligation. If more than one Person, or other legal entity or any combination thereof, holds the record title to any Lot, all of them shall be deemed a single record Owner and shall be a single Member of the Association by virtue of their ownership of the Lot.

1.20 "Person" shall mean a person, corporation, partnership, association, joint venture, trust or other entity capable of holding title to real estate, or any combination thereof.

1.21 "Property" shall mean and refer to all that certain real property described in EXHIBIT A, and such Additional Property as hereafter may be brought within the jurisdiction of the Association.

1.22 "Shed" shall mean and refer to a structure now or hereafter erected upon and attached to the rear of a Lot, which structure is to be used for storage of household and lawn maintenance items.

1.23 "Storm Water Management Area" shall mean and refer to those certain on-site retention areas providing storm water management as more fully described on Exhibit B attached hereto and made a part hereof by this reference.

1.24 "Tot Lot" shall mean and refer to the area of land designated as such or designated "Playground" or "Playground/Tot Lot" on any recorded subdivision plat of the Property, if and as amended, and which area is intended to benefit the Property and the Owners.

1.25 "Tree Save Area" shall mean and refer to the area(s) of land designated as such or designated as "Forest Conservation Easement" or as "Tree Conservation Easement" on any recorded subdivision plat of the Property, if and as amended, and which area is intended to benefit the Property and the Owners by maintaining and/or cultivating trees on said Property.

ARTICLE II

2 MEMBERSHIP AND VOTING RIGHTS

2.1 Membership. Every Owner of a Lot which is subject to Assessment shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to Assessment. The foregoing does not include any Person or entity having such record interest merely as security for the performance of an obligation of another.

2.2 Class of Voting Membership. The Association shall have two classes of voting Membership.

2.2.1 Class A. With the exception of the Declarant, every person, group of persons, corporation, partnership, trust or other legal entity, or any combination thereof, who is an Owner of any Lot which is part of the premises described in Article 2 of this Declaration or which otherwise becomes subject to the covenants set forth in this Declaration and/or to Assessment by the Association, shall be a Class A Member of the Association; provided, however, that any such person, group of persons, corporation, partnership, trust or other legal entity or any combination thereof, who holds such interest solely as security for the performance of an obligation shall not be a Class A Member solely on account of such interest. When more than one (1) 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 (1) vote be cast with respect to any Lot.

Any Owner who leases his Lot may, in the lease or other written instrument, assign the voting right appurtenant to that Lot to the Lessee, provided that a copy of such instrument is furnished to the Association.

2.2.2 Class B. Class B Member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned by: Declarant, its successors or assigns; and/or Rose Hill Lot Option, LLC, its successors or assigns; and/or WL Homes, L.L.C., its successors or assigns. The Class B Membership shall cease and be converted to Class A Membership on the first to occur of the following events:

2.2.2.1 When the total votes outstanding in the Class A Membership equals or exceeds the total votes outstanding in the Class B Membership; **provided, however**, the Class B Membership shall be revived (and the Declarant shall again be entitled to three votes for each Lot owned by the Declarant) during any periods of time occurring before the tenth (10th) anniversary of the date of the Declaration, when by reason of the annexation of Additional Property as a part of the Property additional Lots owned by the Declarant exist which, when added to the other Lots then owned by the Declarant, would result in the Declarant having more than 50% of the votes of the Association were the Declarant to have three votes for each Lot owned by the Declarant instead of only a single vote for each Lot owned by the Declarant); or,

2.2.2.2 On the tenth (10th) anniversary date of this Declaration; **provided, however**, that if the Declarant is delayed in the improvement and development of the Property on account of a sewer, water, or building permit moratorium or by any other cause or event beyond the Declarant's control, then the aforesaid ten (10) year period shall be extended by a period of time equal to the length of the delays or three (3) years, whichever is less.

2.3 Notice and Quorum. Written notice of any Membership meeting called for the purpose of taking any action authorized by this Declaration shall be sent to all Members in the written format provided by the By-Laws not less than fifteen (15) days nor more than sixty (60) days in advance of the meeting. At any such meeting called, the presence of Members or of proxies entitled to cast ten percent (10%) of Class A votes and ten percent (10%) of Class B votes shall constitute a quorum for any action except as otherwise provided in the Declaration or the By-Laws. If, however, such quorum is not present, at any meeting the Members entitled to vote thereat shall have the power to adjourn the meeting from time

to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or represented.

ARTICLE III

3 COVENANT FOR MAINTENANCE ASSESSMENTS.

3.1 Creation of the Lien and Personal Obligation of Assessments. There are hereby created assessments for Common Expenses as may be from time to time specifically authorized by the Board of Directors to be commenced at the time and in the manner set forth in this Article III. Each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (i) annual assessments or charges, and (ii) special assessments for capital improvements. The annual and special assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the Lot (including all improvements thereon), and shall be a continuing lien upon the property against which each such assessment is made, provided the requirements of the Maryland Contract Lien Act, if applicable, have been fulfilled. Each such assessment, together with interest, costs, and reasonable attorneys' fees, also shall be the personal obligation of the person who was the Owner of the Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to a prior Owner's successors in title unless expressly assumed by such successors.

3.2 Purpose of Assessments. The Assessments levied by the Association shall be used exclusively for the following purposes:

3.2.1 To pay taxes and other governmental charges and Assessments on the HOA Area;

3.2.2 To promote the health, recreation and welfare of the residents of the Lots;

3.2.3 To pay all administrative, managerial, legal, insurance and any other costs or expenses incurred by the Association in the operation of the Association;

3.2.4 To provide adequate reserve for maintenance, repair and replacement of any structures or improvements situated on the HOA Area;

3.2.5 Any other purpose or functions permitted for exempt organizations under Section 501(c)(3) and (4) of the Internal Revenue Code, as amended.

3.3 Annual Assessment.

3.3.1 Until January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum Annual Assessment shall be Eight Hundred Dollars (\$800.00) per Lot; provided however, that Lots owned by Declarant shall be subject to an assessment equal to twenty-five percent (25%) of the annual and special assessments applicable to Lots not owned by the Declarant. Notwithstanding the foregoing, the Declarant shall pay full annual and special assessments for Lots owned by the Declarant upon which a dwelling unit has been completed and is occupied by a party other than Declarant.

3.3.2 Notwithstanding any provision contained in this Declaration to the contrary, the Declarant hereby covenants and agrees for the benefit of the Class A Members to pay any and all expenses incurred by the Association during the "Deficit Period" (as such term is hereinafter defined) in furtherance of the Association's purposes to the extent that the annual and specific assessments levied during the Deficit Period are insufficient to pay such expenses, provided, however, that at such time as the Declarant has paid what would equal one hundred percent (100%) of the annual and special assessments for its Lots had the Declarant not been exempted from the payment of assessments (or entitled to a reduced assessment, as applicable) during any annual period, then the Declarant shall only be obligated to pay any further assessments during that annual period in an amount equal to what would have become due for its Lots had they not been owned by the Declarant. As used herein, the term "Deficit Period" shall mean that period of time commencing on the date of recordation of this Declaration and ending on the earlier of (i) the date on which the Class B membership lapses and becomes a nullity in accordance with the provisions of this Declaration; or (ii) the date upon which the Declarant, in writing and recorded among the Land Records of Montgomery County, Maryland, declares that it (from the date specified in such recorded writing) waives its right not to pay any assessments (or its right to pay reduced assessments, as applicable) on Lots owned by the Declarant in accordance with this Section 3.1. The Declarant may make such declaration with respect to less than all of the Lots owned by the Declarant, or to be brought within the jurisdiction of the Association, in which event the Deficit Period shall terminate only with respect to those Lots specifically described. Any deficit required hereunder to be paid

by the Declarant shall be payable and collectible in the same manner as any other assessments required to be paid to the Association.

3.3.3 From and after January 1st of the year immediately following the conveyance of the first Lot to the Owner, the maximum Annual Assessment may be increased by vote of the Board of Directors up to ten percent (10%) annually over the Assessment of the preceding year, effective January 1, of each year and without a vote of the Membership.

3.3.4 From and after January 1, of the year immediately following the conveyance of the first Lot to an Owner, the maximum Annual Assessment may be increased above said maximum of ten percent (10%) for the next succeeding year and for succeeding years thereafter; PROVIDED THAT any such change shall have the assent of Members entitled to cast two-thirds (2/3) of each class of votes at a meeting duly called for this purpose. The limitations hereof shall not apply to any change in the maximum and basis of the Assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.

3.3.5 After consideration of current maintenance costs and future needs of the Association, the Board of Directors may fix the Annual Assessment at an amount not in excess of the maximum permissible.

3.4 Special Assessments for Capital Improvements. In addition to the Annual Assessments authorized above, the Association may levy, 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 the HOA Area, including fixtures and personal property related thereto, provided that any such Assessment, when levied, shall contain the terms and method of payment therefor and shall have been approved previously by the assent of the Members entitled to cast two-thirds (2/3) of the votes of each Class, who are voting in person or by proxy at a meeting duly called for this purpose.

3.5 Capital Contributions. To provide the Association with initial working capital, each Class A Owner shall pay to the Association at settlement on each Lot an amount equal to one sixth (1/6) of the maximum Annual Assessment as set forth in Section 3.3.1 of this Article III.

3.6 Uniform Rate of Assessment. Both Annual and Special Assessments shall be fixed at a uniform rate for all Lots except for the special condition regarding Declarant in Article III, Section 3.1.1 hereof.

3.7 Date of Commencement of Annual Assessments: Due Dates. The Annual Assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the first Lot by the Declarant, Rose Hill Lot Option, LLC, or Penrose-CL Associates, LLC to a Class A Member. The first Annual Assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the Annual Assessment against each Lot at least thirty (30) days in advance of each Annual Assessment period. Written notice of the Annual Assessment shall be sent to every Owner subject thereto. Notices sent to the Dwelling to which such Assessment applies shall be deemed to have been sent to the Owner. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an Officer of the Association setting forth whether the Assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of Assessments on a Lot is binding upon the Association as of the date of its issuance. The Annual Assessments provided for herein in respect to any Additional Property which may be annexed to the Property, as set forth in Article XI hereof, shall commence as to the Lots on such land on the first day of the month following the conveyance for residential use on the first Lot in said annexed land by the Declarant to a Class A Member.

3.8 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 maximum interest rate allowed by Maryland law per annum and the Board of Directors shall have the right to assess a late fee and/or to declare the entire balance of the Annual Assessment and accrued interest thereon to be immediately due and payable with notice of exercise of such right being waived by Owner. The Association may bring an action at law against the Owner personally obligated to pay the same, or establish and foreclose the lien against the Property with late fees, interest, costs, and reasonable attorneys' fees for any such action added to the amount of such Assessment. No Owner may waive or otherwise escape liability for the Assessments provided for herein by abandonment of a Lot.

3.9 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 which is subject to any first mortgage pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such Assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any Assessments thereafter becoming due or from the lien thereof. Any personal liability of a delinquent Lot Owner hereunder is not thereby affected.

3.10 Exempt Property. All Property dedicated to and accepted by a local public authority and all Property, including HOA Area, owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Maryland, shall be exempt from the Assessments created herein except no land or improvements devoted to Dwelling use shall be exempt from said Assessments.

ARTICLE IV

4 ARCHITECTURAL CONTROL.

4.1 Architectural Control Committee (the "ACC"). The Board of Directors shall appoint an ACC. The ACC shall be composed of three (3) or more natural Persons designated from time to time by the Board of Directors of the Association and such Persons shall serve at the pleasure of the Board of Directors. The affirmative vote of a majority of the Members of the ACC shall be required in order to adopt or promulgate any rule, regulation or architectural guidelines, or to make any finding, determination, ruling or order, or to issue any permit, consent, authorization, approval or the like pursuant to the authority contained in this Article IV.

4.2 Approval.

4.2.1 Except for construction and/or development by the Declarant, and except for any improvements to any Lot or to the HOA Area, or to any conservation mitigation area at any time appearing on any part of the Property, accomplished by the Declarant concurrently with said construction and/or development, and except for purposes of proper maintenance and repair, no building, fence, wall or other improvement or structure including the planting of any trees or shrubbery shall be commenced, directed, placed, moved, altered or maintained upon the Property, nor shall any exterior addition to or change (including any change of color) or other alteration thereupon be made until the complete plans and specifications showing the location, nature, shape, height, material, color, type of construction and/or any other proposed form of change (including, without limitation, any other

information specified by the ACC) shall have been submitted to and approved in writing as to safety, harmony of external design, type and grade of material, color and location in relation to surrounding structures and topography and conform with the design concept for the community by the ACC.

4.2.2 Subject to the same limitations as provided for above, it shall be prohibited to install, erect, attach, apply, paste, hinge, screw, nail, build, alter, remove, or construct any lighting, shades, screens, awnings, patio covers, decorations, fences, aerials, antennas, radio or television broadcasting or receiving devices, slabs, sidewalks, curbs, gutters, patios, balconies, porches, driveways, walls or to make any change or otherwise alter (including any alteration in color) in any manner whatsoever the exterior of any improvements constructed upon any Lot, or to combine or otherwise join two or more Dwellings, or to partition the same after combination, or to remove or alter any windows or exterior doors of any Dwelling, or to make any change or alteration within any Dwelling which will alter the structural integrity of the building or otherwise affect the Property, interest or welfare of any other Lot Owner, materially increase the cost of operating or insuring any of the HOA Area, or impair shape, height, material, color, type of construction, and/or any other proposed form of change (including, without limitation, any other information specified by the ACC) until the complete plans and specifications for such change shall have been submitted to and approved in writing as to safety, harmony of external design, type and grade of material, color and location in relation to surrounding structures and topography and conform with the design concept for the community by the ACC.

4.2.3 Upon approval by the ACC of any plans and specifications submitted pursuant to the provisions of this Article IV, a copy of such plans and specifications, as approved, shall be deposited among the permanent records of the ACC and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same. In the event the ACC fails to approve or disapprove any plans or specifications which may be submitted to it pursuant to the provisions of this Article IV within sixty (60) days after such plans or specifications (and all other materials and information required by the ACC) have been submitted to it in writing, then approval will not be required and this Article IV will be deemed to have been fully complied with. The ACC shall require the best engineering practices to be employed during construction. The Owners shall be responsible for their use of their Property and the avoidance of violations of County and State regulations as to its use. If any

application to any governmental authority for a permit to make any such structural addition, alteration or improvement to any Lot or improvement located on any Lot requires execution by the Association, and provided consent has been given by the Board of Directors or the ACC as appropriate, then the application shall be executed on behalf of the Association by an Officer only, without incurring any liability on the part of the Board of Directors, the Association or the ACC or any of them to any contractors, subcontractors or materialmen on account of such addition, alteration, or improvement, or to any Person having a claim for personal injury or property damage arising therefrom.

4.2.4 Notwithstanding any provision to the contrary in this Declaration, no Garage or Shed shall be constructed or installed in the rear yards of the proposed single family lots which abut the HOA Buffer and/or the Rose Hill Falls neighborhood, except any lots on the Property which front on Great Falls Road.

4.2.5 Notwithstanding any provision to the contrary in this Declaration, Garages are to be used as garages only and shall not be converted to any other use. A pair of two Garages for two separate residences may be attached on a common property line.

4.3 Limitations. Construction or alterations in accordance with plans and specifications approved by the ACC pursuant to the provisions of this Article IV shall be commenced within six (6) months following the date upon which the same are approved by the ACC (whether by affirmative action or by forbearance from action, as provided in Section 4.2.3 of this Article IV), and shall be substantially completed within twelve (12) months following the date of commencement, or within such other period as the ACC shall have approved or said approval shall be conclusively deemed to have lapsed and compliance with the provisions of this Article IV shall again be required. There shall be no deviation from the plans and specifications approved by the ACC without its prior consent in writing. Approval of any particular plans or specifications or design shall not be construed as a waiver of the right of the ACC to disapprove such plans and specifications which are subsequently submitted for use in any other instance. This will not release any Owner from obtaining any necessary permits required by the City, County, or State, or other appropriate governmental entity.

4.4 Certification of Compliance. Upon the completion of any construction or alterations or other improvements or structure in accordance with plans and specifications approved by the ACC in accordance with the provisions of this Article IV, the ACC shall, at the written request of the Owner thereof, issue a certificate of

compliance which shall be prima facie evidence that such construction, alteration or other improvements referenced in such certificate have been approved by the ACC and constructed or installed in full compliance with the provisions of this Article IV and with such other provisions and requirements of the Declaration as may be applicable.

4.5 Architectural Guidelines. The ACC may from time to time adopt and promulgate such Architectural Guidelines regarding the form and content of plans and specifications to be submitted for approval and may publish and/or record such statements of policy, standards, guidelines and/or establish such criteria relative to architectural styles or details, colors, set-backs, materials or other matters relative to architectural control and the protection of the environment, as it may consider necessary or appropriate. No such rules, regulations, statements, criteria, or the like shall be construed as a waiver of the provisions of this Article IV or any other provision or requirement of this Declaration. The ACC may charge and collect a reasonable fee for the examination of any plans and specifications submitted for approval pursuant to the provisions of this Article. The decisions of the ACC shall be final except that any Member who is aggrieved by any action or forbearance from action by it (or by any policy, standards or guidelines established by the ACC) may appeal the decision of the ACC to the Board of Directors and, upon the request of such Member, shall be entitled to a hearing before the Board of Directors of the Association.

4.6 Disapprovals. The ACC shall have the right to disapprove any plans and specifications submitted hereunder in its absolute discretion for any reason whatsoever including, by way of example and not of limitation, the following:

4.6.1 The failure of such plans or specifications to comply with any of these Covenants;

4.6.2 Failure to include information in such plans and specifications as may have been reasonably requested;

4.6.3 Objection to the exterior design, appearance or materials of any proposed structure;

4.6.4 Incompatibility of any proposed structure or use with existing structures or uses upon other Lots;

4.6.5 Objection to the location of any proposed structure upon any Lot or with reference to other Lots;

4.6.6 Objection to the grading and landscaping plans for any Lot;

4.6.7 Objection to the color scheme, finish, proportions, style of architecture, height, bulk or appropriateness of any proposed structure;

4.6.8 Objection to walkways proposed for any Lot on the grounds of incompatibility to proposed uses and structures on the Property; or

4.6.9 Any other matter which, in the judgment of the ACC, would render the proposed structure, structures or uses inharmonious with the general plan of improvement of the Property or with structures or uses located or proposed thereon.

4.6.10 In any case where the ACC shall disapprove any plans and specifications submitted hereunder, or shall approve the same only as modified or upon specified conditions, such disapproval or qualified approval shall be accompanied by a statement of the grounds upon which such action was based. In any such case, the ACC shall, if requested, make reasonable efforts to assist and advise the applicant in order that an acceptable proposal can be prepared and submitted for approval. However, subject to the provisions of Section 4.5 of this Article IV, a final decision of the ACC shall be final and binding.

4.7 Violations.

4.7.1 If any structure shall be altered, erected, placed or maintained upon any Lot, or any new use commenced on any Lot, otherwise than in accordance with plans and specifications approved by the ACC pursuant to the provisions of this Article IV, such alteration, erection, maintenance or use shall be deemed to have been undertaken in violation of this Article IV and without the approval required herein, and, upon written notice from the ACC, any such structure so altered, erected, placed or maintained upon any Lot in violation hereof shall be removed or re-altered, and any such use shall be terminated so as to extinguish such violation.

4.7.2 If within fifteen (15) days after the notice of such a violation the Owner of the Lot upon which such violation exists shall not have taken reasonable steps toward the removal or termination of the same, Declarant (or the Association by written delegation of right and authority from Declarant) during the Development Period and thereafter the Association shall have the

right (but not the obligation), through its agents and employees, to enter upon such Lot and to take such steps as may be necessary to extinguish such violation and the cost thereof shall be a binding, personal obligation of such Owner as well as a lien, established and enforced by the Association or the Declarant, as the case may be (in accordance with the Maryland Contract Lien Act), upon the Lot in question. In the event of such action of the Association during the Development Period, such entity shall act only in its own right pursuant to any subdelegation and shall not act as an agent of Declarant for such purpose. The lien provided in this Section 4.7 shall be in favor of the entity acting but shall not be valid as against a bona fide purchaser (or bona fide Mortgagee) of the Lot in question unless a Statement of Lien shall have been filed among the Land Records of Montgomery County, in accordance with the Maryland Contract Lien Act, prior to the recordation among said Land Records of Montgomery County of the deed (or mortgage) conveying the Lot in question to such purchaser (or subjecting the same to such mortgage). Nothing contained in this Section 4.7 shall in any way limit the rights and remedies afforded the Association or any Owner pursuant to Article IX of this Declaration.

4.8 Nonapplicability.

4.8.1 The provisions of this Article IV shall not apply to Lots owned by the Declarant nor to improvements on or subdivisions of Lots if such improvements or subdivisions have been approved by the Declarant. The Declarant shall have the right to construct improvements, make alterations or subdivisions without the consent of the Board of Directors or the ACC and an authorized Officer shall execute any such application required.

4.8.2 The provisions of this Article IV shall not apply to a Mortgagee in possession of a Lot as result of foreclosure, judicial sale or proceeding in lieu of foreclosure affixing a sign or taking any other actions that may be necessary to sell or lease all or any portion of the Lot if such actions are in accordance with applicable zoning and not detrimental to the value of the Property.

ARTICLE V

5 MAINTENANCE.

5.1 Owners Responsibility. Each Owner shall keep all Lots owned by said Owner, including but not limited to all trees planted or left on Lots and/or the Public Rights-of-Way adjacent to Lots, by Declarant or the Association, and all improvements therein or thereon, in good order and repair, all in a manner and with such frequency as is consistent with good property management. If, in the opinion of the ACC, as hereinafter defined, any Owner fails to perform the duties imposed by the preceding sentence, Declarant (or the Association by written delegation of right and authority from Declarant) during the Development Period and thereafter the Association, after approval by a majority decision of the Board of Directors, and after fifteen (15) days' written notice to the Owner to remedy the condition in question, shall have the right (but not the obligation), through its agents and employees, to enter upon the Lot in question and to repair, maintain, repaint and restore the Lot, trees, or such improvements, and the cost thereof shall be a binding, personal obligation of such Owner as well as a lien, established and enforced by the Association or Declarant, as the case may be (in accordance with the Maryland Contract Lien Act), upon the Lot in question. In the event of such action by the Association during the Development Period, such entity shall act only in its own right pursuant to any such delegation and shall not act as an agent of Declarant for such purpose. Nothing contained in this Section 5.1 shall in any way limit the rights and remedies afforded the Association or any Owner pursuant to Article XII of this Declaration.

5.1.1 Lien Recordation. The lien provided in Section 5.1 hereof shall be in favor of the entity acting but shall not be valid as against a bona fide purchaser (or bona fide Mortgagee) of the Lot in question unless a Statement of Lien shall have been filed among the Land Records of Montgomery County, in accordance with the Maryland Contract Lien Act, prior to the recordation among said Land Records of Montgomery County of the deed (or mortgage) conveying the Lot in question to such purchaser (or subjecting the same to such mortgage).

5.2 HOA Area. The Association shall be responsible for:

5.2.1 The care and maintenance of any structures erected including specifically the Tot Lot, or trees left or planted by the

Declarant or the Association, if any, on or within the HOA Area or the Tree Save Areas.

5.2.2 That 2 foot[±] area of grass on the North side of that portion of Autumn Wind Way as shown on the subdivision plat entitled "Lots 1 thru 6 . . . Plat Three Rose Hill" recorded among the Land Records of Montgomery County, Maryland.

5.3.3 The care and maintenance of landscape on the Landscape Buffer Easement area as shown on the subdivision plats for Rose Hill recorded among the Land Records of Montgomery County, Maryland.

ARTICLE VI

6 RESTRICTIONS ON USE OF LOTS AND HOA AREA; RULES AND REGULATIONS.

6.1 Use Restrictions. The following shall be restrictions on the use of the Property and such restrictions shall run with and bind the land:

6.1.1 Activities. No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may become a nuisance to the public.

6.1.2 Animals. The maintenance, keeping, boarding or raising of animals, livestock, poultry or reptiles of any kind regardless of number, is prohibited on any Lot, except that the keeping of guide animals and orderly domestic pets (e.g., dogs, cats or caged birds) without the approval of the Board is permitted subject to the Rules and Regulations adopted by the Board; **provided, however,** that such pets are not kept or maintained for commercial purposes or for breeding; and provided, further, that any such pet causing or creating a nuisance or unreasonable disturbance or noise may be permanently removed from the Property upon ten (10) days written notice from the Board. Any Owner who keeps or maintains any pet upon any portion of the Property shall be deemed to have indemnified and agreed to hold the Association, each Owner and the Declarant harmless from any loss, claim or liability of any kind or character or whatever arising by reason of keeping or maintaining such pet within the Property. All pets which may leave the Lot shall be inoculated as required by law.

6.1.3 Boats, Automobiles and Other Vehicles. Except in connection with temporary construction activities, no boats or

cradles, trailers, campers, mobile homes, recreational vehicles over one (1) ton gross vehicle weight, or unlicensed, abandoned, inoperable, or junked vehicles may be parked in streets, driveways, yards, or parking areas for more than twenty-four (24) hours, nor shall extraordinary repair or maintenance of automobiles or other vehicles be performed in said areas. The Association may designate, but is not required to so designate, a specific area for such parking and/or repairs.

6.1.4 Clothes Lines. No clothing or any other household laundry shall be hung in the open to dry on any Lot unless hung from a device that is removed from view when not actually in use.

6.1.5 Fences. Except for any fence installed by the Declarant or by the Association, no fence shall be installed except with the written approval of the ACC.

6.1.6 Hazardous Materials. No hazardous material (except those that are ordinarily found and/or used in dwellings for acceptable purposes) shall be used or stored on any Lot. This shall include the following: (1) any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976, as amended from time to time, and regulations promulgated thereunder; (2) any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended from time to time, and regulations promulgated hereunder; (3) any substance the presence of which on the Property is prohibited by any Federal, State, County or local law or ordinance regulating toxic or hazardous wastes or substances; (4) any toxic or hazardous substances or materials, whether products or wastes, including, without limitation, asbestos or PCB's; and (5) "oil, petroleum products and their by-products", as defined by any Federal, State, County or local law, ordinance, regulation or requirement applicable to the Lot, or any portion thereof, as amended from time to time (e.g., Maryland Natural Resources Code Ann. Section 8-1411[a][3], as amended). (All of the foregoing collectively are referred to herein as "Hazardous Materials.")

6.1.7 Lot Maintenance. Each Lot (including the yard and the improvements contained thereon) must be regularly maintained and repaired, and kept in a neat, clean and sanitary condition. All grass, and shrubbery on any Lot must be regularly cut or trimmed. All grass, except where otherwise prohibited by governmental regulation, shall be maintained at a maximum height of four (4) inches and shall be as weed free as good environmental practice shall permit. No boxes, bottles, cans, leaves, bedding, building materials, garbage, trash, tires, appliances or other

unsightly debris may be left outside on the Lot. Except for lawn furniture used on a Lot and firewood for the personal use of an Owner (either of which must be stored in the rear of a Lot), nothing may be stored outside or on a patio.

6.1.8 Mailboxes and Newspaper Tubes. Mailbox design, structure, supports and locations shall be uniform in accordance with design criteria designed by the Board.

6.1.9 Mining. No Lot shall be used for the purpose of boring, mining, quarrying, exploring for or removing oil or other hydrocarbons, minerals, gravel or earth except with the prior written approval of the Board.

6.1.10 Pipes. No water pipe, gas pipe, sewer pipe or drainage pipe shall be installed or maintained on any Lot above the surface of the ground, except garden hoses.

6.1.11 Planting. No planting (other than flowers and small bushes that do not and will not exceed three (3) feet in height) or digging may take place anywhere within or upon any Lot or elsewhere on the Property without the express written authorization of the ACC. [NOTE: The Property contains underground electrical, sewer, water and other utility lines].

6.1.12 Private Swimming Pool. No above ground private swimming pools of any type shall be permitted. No in ground swimming pools, hot tubs, spas or jacuzzis of any type shall be permitted without prior approval of the ACC.

6.1.13 Radio Antenna. No radio antenna shall be erected, unless allowed by law.

6.1.14 Signs. No sign of any kind, other than those of the Declarant, or its designated agent, or which shall have the specific approval of the Declarant during the period of construction and sales of the residential units being constructed upon the Property, shall be displayed in public view on any Lot except that one sign of not more than four (4) square feet advertising the Lot for sale or rent will be permitted.

6.1.15 Single Family Dwelling Use. None of the Lots shall be used for any purpose other than for a one family, non-commercial and non-industrial, residential Dwelling use except as provided for hereinafter in Section 6.8 and except that any part of any Dwelling may, with the prior written approval of the Board and the ACC, which approval may be withheld at the sole and subjective

discretion of the Board and the ACC, be used for non-residential purposes (including but not limited to accounting, dentistry, law, medicine and the like) provided such use complies with all laws, rules, regulations, and/or ordinances and provided further that such activity does not involve the regular employment, with or without salary, of more than one (1) other person who is not a resident family member, and provided further that such activity does not involve offensive, disagreeable or noxious sounds, noises, odors or smells, or any unusual congestion of clients, patients, patrons or customers outside the residential improvements, detrimental to the peaceful use and quiet enjoyment of the other residential properties in its vicinity.

6.1.16 Storage Buildings/Sheds. No metal outside storage buildings or Sheds shall be permitted. No outside storage building or Shed constructed of any other material shall be permitted unless approved in writing by the ACC and then subject to the condition that it may be attached to the rear of a Lot only, used only by the residents of such Lot, and used only for storage of household and lawn maintenance items.

6.1.17 Storage Tanks. No storage tanks of any kind shall be placed or maintained within or upon any Lot except at such locations and in such manner as approved by the ACC.

6.1.18 Subdivision. No Lot shall be split, divided, or subdivided for sale, resale, gift, transfer or otherwise.

6.1.19 Transmission Facilities. No facilities, including poles and wires, for the transmission of electricity, telephone messages and the like shall be placed or maintained above the surface of the ground on any Lot, and no external or outside antennas of any kind shall be maintained, unless allowed by law.

6.1.20 Trash. (i) Except in connection with temporary construction activities, no lumber, metals, bulk materials, garbage, refuse or trash shall be kept, stored or allowed to accumulate on any Lot (other than in an approved structure); (ii) No Lot shall be used or maintained as a dumping ground for any material; (iii) Trash, garbage or other waste shall not be kept on any Lot except in sanitary containers. All equipment and containers for the storage or disposal of such material shall be kept in a good, clean and sanitary condition; (iv) During construction of any improvements on the Property, the Owner shall keep any construction site free of unsightly accumulations of rubbish and scrap materials, and construction materials, trailers, shacks and the like employed in connection with such construction

shall be kept in a neat and orderly manner; (v) If trash or other refuse is to be disposed of by being picked up and carried away on a regular and recurring basis, containers may be placed in the open on any day that a pickup is to be made, at such place on the Lot so as to provide access to Persons making such pickup. At all other times, such containers shall be stored in such a manner so that they cannot be seen from adjacent and surrounding Property; (vi) Trash, garbage or other waste shall not be kept on any Lot except in sanitary containers and such shall not be visible from the streets. 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, the Association may regulate the use of such trash enclosures; and (vii) The ACC, in its discretion, may adopt and promulgate reasonable rules and regulations relating to the size, shape, color and type of containers permitted and the manner of storage of the same on the Property.

6.1.21 Trees. No trees or bushes of any kind shall be removed from any Lot, Public Right-of-Way or Tree Save Area without the express written authorization of the ACC and of the Rockville City Forester or other entity of the City responsible for the approval of the removal of trees or other plantings. All trees on Lots or the Public Rights-of-Way adjacent to any Lot shall be properly maintained by the Owner of said Lot.

6.1.22 Truck Parking. Except in connection with temporary construction activities, no trucks of a capacity of one ton or more, or commercial vehicles or trucks that have racks or advertisement, or buses, shall be regularly parked on the Property.

6.1.23 T.V. Outside television antennas and satellite dishes are permitted only as provided by law, and the specific placement of any such device requires prior authorization by the ACC.

6.1.24 Utilities. All electric service, telephone service, cable T.V., and other utilities on the Property shall be supplied by underground service and no poles shall be permitted without written authorization of the ACC. Transformers and other facilities installed by the utility companies may be above ground, if necessary.

6.2 Use of HOA Area. No Owner may attempt to dismantle, remove, alter or change in any way any structure located on the HOA Area without the express written authority of the Board of Directors.

6.3 Construction Activities. This Section 6.3 shall not be construed as forbidding any work involved in the construction or upkeep of any portion of the Property so long as such work is undertaken and carried out (i) with the minimum practical disturbance to Persons occupying other portions of the Property or to existing trees and/or shrubbery; (ii) in such a way as does not violate the rights of any Person under any provisions of this Declaration; and (iii) in accordance with all applicable restrictions in the Rules and Regulations, the Resolutions of the Board of Directors and the other provisions of this Declaration. The Board of Directors may approve temporary structures for construction purposes which may otherwise be in violation of the Association Documents or the Rules and Regulations.

6.4 Uses by Declarant. Nothing in the Association Documents shall be construed to prohibit the Declarant or its designees from using any Lot owned by the Declarant (or any other Lot with the permission of the Owner thereof) or any portion of the HOA Area for promotional, marketing, display or customer service purposes (such as a visitors' center) or for the settlement of sales of Lots. Further, the Declarant specifically reserves the right to operate a construction office or a rental brokerage and management office at any time on Lots owned or leased by the Declarant (or any other Lot with the permission of the Owner thereof) to the extent permitted by law. The Declarant may assign its rights under this Subsection to or share such rights with one (1) or more other Persons, exclusively, simultaneously or consecutively with respect to the HOA Area and Lots owned or leased by the Declarant or such Persons.

6.5 Rules and Regulations. The Board of Directors shall have power to adopt, amend and repeal Rules and Regulations restricting and regulating the use and enjoyment of the Property or any portion thereof, which supplement, but may not be inconsistent with the provisions of the Association Documents. Copies of the Rules and Regulations shall be furnished by the Board of Directors to each Member. Changes to the Rules and Regulations shall be published prior to the time when the same shall become effective and copies thereof shall be provided to each Owner. The Rules and Regulations shall not unreasonably interfere with the use or enjoyment of the Lots or the reasonable conduct of business on the Lots. Also, the Board of Directors may issue temporary exceptions to any prohibitions expressed or implied by this Article, for good cause shown. Nothing contained in this Article VI shall be construed to limit in any way the rights and powers of the Board of Directors or the ACC to approve or disapprove of the erection of

buildings, fences, walls, or other structures or of changes or alterations to the Property as more fully provided in Article IV hereof.

6.6 Exclusion for the Declarant and Designees of the Declarant. Notwithstanding any other provision of the Association Documents, neither the restrictions in this Article nor the Rules and Regulations of the Association shall apply to any otherwise lawful acts or omissions of the Declarant or of any Person designated by the Declarant from time to time in notices to the Association as long as the Declarant or such designee is engaged in development or sales, or activities related thereto, anywhere within the Property or any Additional Property.

6.7 Limitation of Use of Easement Areas. In those strips of parcels of land designated on the Subdivision Plat as "easement" areas or otherwise designated as easement areas elsewhere in this Declaration or otherwise, no structure shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the directional flow of drainage channels or obstruct or retard the flow of water through drainage channels. The reserved easement areas of each Lot and all improvements thereon (except improvements, installations or maintenance for which a public authority or utility company is responsible) shall be maintained by the Owner of the Lot. Use of areas designated as Forest or Tree Conservation Areas is subject to a Forest and Tree Conservation Easement and Declaration of Covenants recorded or to be recorded among the Land Records of Montgomery County, Maryland.

6.8 Day Care. Notwithstanding anything contained herein to the contrary, any Owner may use his or her residence as a Family Day Care Home ("Home") (as defined in Title 5, Subtitle 5 of the Family Law Article of the Annotated Code of Maryland, as amended from time to time) subject to the following requirements:

6.8.1 The Owner or Day Care Provider (as defined in the aforementioned Family Law Article) operating the Home shall be registered with and have a license issued by the Department of Human Resources, in accordance with the registration and licensing provisions set forth in Title 5, Subtitle 5 of the Family Law Article. The Owner shall provide a copy of the license to the Board of Directors prior to establishing and operating the Home and upon each renewal thereof.

6.8.2 The Owner or Day Care Provider shall obtain the liability insurance described in Article 48A, Section 481D of the

Annotated Code of Maryland, in at least the minimum amount described in that Section. The Owner or Day Care Provider may not operate the Home without the liability insurance described herein, and shall present proof of insurance to the Board of Directors before establishing and operating the Home and upon any renewal of the policy. The Association may not require the Owner or Day Care Provider to obtain insurance in an amount greater than the minimum amounts set forth in the Code Section set forth above.

6.8.3 The Owner or Day Care Provider shall pay, on a pro-rata basis with other Homes then in operation, any increase in the Association insurance costs attributable solely to the establishment and operation of the Home, upon presentation of a statement from the Board setting forth the increased costs and requesting payment of same. The increased insurance costs shall be considered an Assessment against the Lot, and may be collected in the same manner as collection of annual and Special Assessments, as set forth in Article III of this Declaration.

6.8.4 The Owner or Day Care Provider shall be responsible for payment of a fee determined by the Board of Directors, for the Home's entitlement to use of the HOA Area. The Board shall establish the fee and shall advise all Owners or Day Care Providers operating Homes of the amount due on an annual basis. The fee shall not be in an amount in excess of Fifty and 00/100ths (\$50.00) Dollars. Upon presentation of a statement for the annual fee and demand for payment, the Owner or Day Care Provider shall promptly remit payment to the Board of Directors. The fee shall be considered an Assessment against the Lot, and may be collected in the same manner as collection of annual and Special Assessments, as set forth in Article IV of the Declaration.

6.8.5 The Board of Directors may regulate the number of Homes operating within the Association, provided that the number permitted may not be more than 7.5 percent of the total Lots within the Association.

ARTICLE VII

7 EASEMENTS.

7.1 Utility Easements. Easements with respect to sanitary sewer and water, cable television, electricity, gas and telephone lines and any other like facilities shall be governed by the following:

7.1.1 The Owner of any Lot, or the Association, shall have the right, to the extent necessary, to enter upon or have a utility company enter upon any portion of the Property in which utility installations lie, in order to repair, replace and generally maintain said installations.

7.1.2 The right granted in Section 7.1.1 above shall be only to the extent necessary to entitle the Owner or the Association full and reasonable use and enjoyment of the utilities and provided further that anyone exercising said right shall be responsible for restoring the surface of the easement area to its prior condition.

7.1.3 A non-exclusive, perpetual, blanket easement over the Property for the installation and maintenance of electric, telephone, cable television, water, gas, drainage, sanitary sewer lines and facilities, pressure sewers and grinder pumps, and the like, are hereby reserved by Declarant and its successors and assigns, together with the right to grant and transfer the same during such time that Declarant or its successors and assigns is the Owner of the Property. Declarant and its successors and assigns also reserves the right to enter into the HOA 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 the curing of any defects in workmanship or materials in the Property or the improvements thereon.

7.2 Development Easements.

7.2.1 Easements Reserved to the Declarant.

7.2.1.1 Easement to Facilitate Development. The Declarant hereby reserves to itself and its designees a non-exclusive blanket easement over and through the Property for all purposes reasonably related to the development and completion of improvements on the Property, including without limitation: (i) temporary slope and construction easements; (ii) drainage, erosion control and storm and sanitary sewer easements (including the right to cut or remove trees, bushes or shrubbery, to regrade the soil and to take any similar actions reasonably necessary; provided, however, that thereafter the Declarant shall restore the affected area as near as practicable to its original condition); (iii) easements for the storage (in a sightly manner) of reasonable supplies of building materials and equipment necessary to complete the improvements; and (iv) easements for the construction,

installation and upkeep of improvements (e.g., buildings, landscaping, street lights, signage, etc.) on the Property or reasonably necessary to serve the Property.

7.2.1.2 Easement to Facilitate Sales. The Declarant hereby reserves to itself and its designees the right to: (i) use any Lots owned or leased by the Declarant, any other Lot with the written consent of the Owner thereof or any portion of the HOA Area as models, management offices, sales offices, a visitors' center, construction offices, customer service offices or sales office parking areas (provided, however, that the Declarant or its designee, as appropriate, shall remain responsible for the upkeep of any portion of the HOA Area used for the foregoing purposes); (ii) place and maintain in any location on the HOA Area and on any Lot (for a distance of fifteen feet behind any Lot line which parallels a public or private street), street and directional signs, temporary promotional signs, temporary construction and sales offices, plantings, street lights, entrance features, "theme area" signs, lighting, stone, wood or masonry walls or fences and other related signs and landscaping features; provided, however, that all signs shall comply with applicable governmental regulations and the Declarant shall obtain the consent of the Owner of any affected Lot or of the ACC if the Owner does not consent; and (iii) relocate or remove all or any of the above from time to time at the Declarant's sole discretion.

7.2.1.3 Storm Water Management Easement. The Declarant hereby reserves to itself and its successors and assigns an easement and the right to grant and reserve easements over and through the Property for the construction and upkeep of storm water management facilities, including storm water retention areas. The Declarant shall also have the right to allow adjacent properties to tie their storm water management facilities into the storm water management facilities for the Property; provided, however, that the Owners of such adjacent properties agree to bear a portion of the expense of upkeep for the storm water management facilities for the Property in such amount as may be deemed appropriate by the Declarant.

7.2.1.4 INGRESS AND EGRESS Declarant further expressly reserves unto itself, its successors and assigns, in addition to the above, an easement of ingress and egress for the benefit of the Declarant, its employees, subcontractors, successors and assigns, over and upon the front, side and rear yards of all Lots, as may be expedient or necessary for the construction, servicing and completion of Dwellings and landscaping upon Lots adjacent to the subject Lot, provided that such easement shall

terminate upon the first to occur of (a) sixty (60) days after the final completion of all Dwellings and landscaping upon all Lots adjacent to the subject Lot, or (b) ten (10) years after the date of recordation of this Declaration.

7.2.1.5 STREET GRADING Declarant further expressly reserves unto itself, its successors and assigns, the right at or after the time of grading of any street or any part thereof for any purpose, to enter upon any abutting Lot and grade a portion of such Lot adjacent to such street, provided such grading does not materially interfere with the use or occupancy of a residence built or to be built on such Lot, but said Declarant shall not be under any obligation or duty to do such grading or to maintain any slope. No right shall be conferred upon any Owner or Member by the recording of any plat relating to the development of the Property described herein to require the development of said Property in accordance with such plat, Declarant expressly reserving unto itself the right to make such amendments to any such plat or plats as shall be advisable in its best judgment and as shall be acceptable to public authorities having the right to approval thereof.

7.2.1.6 Further Assurances. Any and all conveyances made by the Declarant to the Association or any Owner shall be conclusively deemed to incorporate these reservations of rights and easements, whether or not set forth in such grants. Upon written request of the Declarant, the Association and each Owner shall from time to time execute, acknowledge and deliver to the Declarant such further assurances of these reservations of rights and easements as may be requested.

7.2.1.7 Duration and Assignment of Development Rights. The Declarant may assign its rights under this Section to, or share such rights with, one or more other Persons, exclusively, simultaneously or consecutively. The Declarant shall notify the Association of any such assignment or designation by the Declarant. The rights and easements reserved by or granted to the Declarant pursuant to this shall continue for so long as the Declarant or its designees are engaged in development or sales, or activities related thereto, anywhere on the Property or the Additional Real Estate, unless specifically stated otherwise.

7.2.2 Association Power to Make Dedications and Grant Easements. The Declarant, on behalf of itself and its successors and assigns, hereby also grants to the Association the rights, powers and easements reserved to the Declarant by Sections 7.2.1 through 7.2.3 hereof. These rights, powers and easements may be

exercised by the Association, subject to Article IX hereof; provided, however, that the limitations on duration applicable to the Declarant shall not apply to the Association. If the Declarant or any Owner requests the Association to exercise its powers under this Section, the Association's cooperation shall not be unreasonably withheld, conditioned or delayed.

7.3 Easement for Upkeep. The Declarant, on behalf of itself and its successors and assigns, hereby grants the right of access over and through any portion of the Property (excluding any improvement) to the Association, the managing agent and any other Persons authorized by the Board of Directors, in the exercise and discharge of their respective powers and responsibilities, to make inspections, correct any condition originating in a Lot threatening another Lot, correct drainage, perform installations or upkeep of utilities, landscaping or other improvements located on the Property for which the Association is responsible for upkeep, or correct any condition which violates the Association Documents. The agents, contractors, Officers and Directors of the Association may also enter any portion of the Property (excluding any improvement) in order to utilize or provide for the upkeep of the areas subject to easements granted in this Article to the Association. Each Owner shall be liable to the Association for the cost of all upkeep performed by the Association and rendered necessary by any act, neglect, carelessness or failure to comply with the Association Documents for which such Owner is responsible pursuant to Section 5.1 hereof, and the costs incurred by the Association shall be assessed against such Owner's Lot in accordance with Sections 3.1, 3.4 and 5.1 hereof.

7.4 Easement for Support. To the extent that any portion of the Property now or hereafter supports or contributes to the support of any other portion of the Property, the former is hereby burdened with an easement for the lateral and subjacent support of the latter.

7.5 Easement and Emergency Access. The Declarant, on behalf of itself and its successors and assigns, hereby reserves unto itself and grants an easement to: (1) all police, fire, ambulance and other rescue personnel over and through all or any portion of the Property for the lawful performance of their functions during emergencies; and (2) the Association, over and through all Lots, if emergency measures are required in any Lot to reduce a hazard thereto or to any other portion of the Property. The Association is hereby authorized but not obligated to take any such measures.

7.6 Conservation Easement. The removal or significant pruning of healthy trees, and the construction of structures (including, without limitation, Sheds) is prohibited, and, with the exception of those proposed single family lots that abut the "Landscape Buffer Easement," the construction of fences is prohibited. Moreover, construction of any fence in the Landscape Buffer Easement Area shall not cause the removal of any healthy tree in excess of two inch caliper DBH, nor shall any fence be made of metal, chain link, wood stockade, or board on board, or exceed 48 inches in height. Further, there shall be several Tree Save Areas, in which no cutting or significant pruning of trees shall take place, without the written permission of the Rockville City Forester.

7.7 Limitations. The rights and easements of enjoyment created hereby shall be subject (in addition to any easements granted or reserved in this Declaration or pursuant to the other Association Documents) to all rights and powers of the Declarant and the Association when exercised in accordance with the other applicable provisions of the Association Documents, including without limitation the Association's right to regulate the use of the HOA Area and to grant easements across the HOA Area, subject to the provisions of this Declaration. Declarant expressly reserves the right to enter upon any part of the HOA Area for any and all purposes reasonably related to the construction of improvements on any Lot in the Property, and if necessarily and reasonably related to completion of the aforementioned improvements on the HOA Area, to store building supplies, construction equipment and other similar property on the HOA Area.

7.8 Sales Office, Etc. During the Development Period, real estate sales and construction offices, displays, signs and special lighting may be erected, maintained and operated by Declarant on any part of the HOA Area and on or in any building or structure now or hereafter erected thereon. During the Development Period, real estate sales and construction offices, displays, signs and special lighting may be erected, maintained and operated by Declarant on any part of the HOA Area and on or in any building or structure now or hereafter erected thereon. Nothing contained in this Declaration shall be construed to in any way limit the right of Declarant to use any Lot owned by Declarant for the purpose of a construction office, sales office, and/or for model and display purposes and for the carrying out of the above activities, and/or storage compound and parking lot for sales, marketing, and construction.

7.9 Lot Lines. The Declarant, for itself, its successors and assigns, reserves the right to alter, amend, and change any Lot lines or subdivision plat prior to transfer of any Lot pursuant to a recorded subdivision plat. In addition, Declarant reserves the right to alter Lot lines between Lots owned by it at any time.

ARTICLE VIII

8 ANNEXATION.

8.1 Additional Property. Upon the written approval of the Association after the Association has attained the assent of the holders of two-thirds (2/3) of the votes of each class of Members present in person or by proxy at the meeting at which the vote is taken, the Owner of any real Property who desires to subject it to the operation and effect of this Declaration may do so by recording among the aforesaid Land Records an Amendment to this Declaration describing the Additional Property and stating that it is subject to this Declaration.

8.2 Amendment. Any Amendment to this Declaration subjecting Additional Property to the Declaration may contain such complementary additions and modifications of the Covenants, Conditions and Restrictions contained herein as may be necessary to reflect the different character, if any, of the Additional Property, provided they are not inconsistent with this Declaration. In no event, however, shall the Amendment to this Declaration revoke, modify or add to the Covenants, Conditions and Restrictions established by this Declaration insofar as they pertain to the Property as the same exists prior to the amendment.

8.3 FHA/VA. If any Lot is security for any mortgage or deed of trust insured by the F.H.A. or the V.A., as long as there are Class B Members, the approval of the F.H.A. and/or V.A., as the case may be, shall be required prior to the annexation of any Additional Property. If either the F.H.A. or the V.A. determines that such detailed plans are not in accordance with the general plan on file and either agency so advises the Association and the Declarant, the annexation of the Additional Property must have the assent of three-fourths (3/4) of the Class A Members who are voting in person or by proxy at a meeting called for this purpose.

ARTICLE IX

9 POWERS AND DUTIES OF THE ASSOCIATION.

9.1 Discretionary Powers and Duties. The Association, through its Board of Directors, shall have the following powers and duties which may be exercised at its discretion.

9.1.1 To enforce any or all building restrictions which are imposed by the terms of this Declaration or which may hereafter be imposed on any part of the Property, provided that nothing contained herein shall be deemed to prevent the Owner of any Lot from enforcing any building restrictions in his own name. The right of enforcement shall not serve to prevent such changes, releases or modifications of the restrictions or reservations placed upon any part of the Property by any party having the right to make such changes, releases or modifications in the deeds, contracts, declarations or plats in which such restrictions and reservations are set forth; and the right of enforcement shall not have the effect of preventing the assignment of those rights by the proper parties wherever and whenever such right of assignment exists. The expense and costs of any enforcement proceedings initiated by the Association shall be paid out of the general fund of the Association, as hereinafter provided for.

9.1.2 To provide such light as the Association may deem advisable on streets.

9.1.3 To use Recreational Facilities and any improvements, structures or facilities erected thereon subject to the general rules and regulations established and prescribed by the Association and subject to the establishment of charges for their use.

9.1.4 To mow and resow the grass and to care for, spray, trim, protect, plant and replant trees and shrubs growing on the HOA Area and to pick up and remove from said Property and area all loose material, rubbish, filth and accumulations of debris; and to do any other thing necessary in the judgment of the Association to keep the HOA Area in neat appearance and in good order.

9.1.5 To exercise all rights and control over any easements which the Association may from time to time acquire.

9.1.6 To create, grant and convey easements upon, across, over and under all Association properties, including but

not limited to, easements for the installation, replacement, repair and maintenance of utility lines serving Lots in the subdivision.

9.1.7 To employ counsel and institute such suits as the Association may deem necessary and to defend suits brought against the Association.

9.1.8 To employ from time to time such agents, servants and laborers as the Association may deem necessary in order to exercise the powers, rights and privileges granted to it, and to make contracts.

9.1.9 The Board may delegate such of its duties, powers or functions to a management agent, as the Board shall authorize, provided that such delegations may be terminated by either party without cause on no more than ninety (90) days written notice, and with cause on no more than thirty (30) days notice. Any such contract shall have a minimum term of one (1) year and a maximum term of two (2) years. In addition, the contract shall be renewable upon the mutual consent of the Board of Directors and the management agent.

9.2 Mandatory Power and Duties. The Association shall exercise the rights, powers and duties necessary to administer and maintain the following: (a) The HOA Area; (b) the Tot Lot; and all structures erected thereon; and (c) the Landscape Buffer Easement area. The purpose of this provision is to impose on the Association the obligation to accept title to any HOA Area and to hold and maintain the HOA Area, and the Tot Lot for the benefit of Owners and occupiers of Lots.

ARTICLE X

10 GENERAL PROVISIONS.

10.1 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/or charges now or hereafter imposed by the provisions of this Declaration and shall be entitled to recover all expenses, including reasonable attorneys fees and court costs, incurred in enforcing same. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

10.2 Right of Entry. Violation or breach of any provision herein contained shall give Declarant or the Association, to the extent that any of them may have a right of enforcement thereover, their respective agents, legal representatives, heirs, successors and assigns, in addition to all other remedies, the right (but not the obligation), after fifteen (15) days notice to the Owner of the Lot, to enter upon the land upon or as to which such violation or breach exists, and summarily to abate and remove, at the expense of the Owner thereof, any structure or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof; and the said parties shall not thereby be deemed guilty of any manner of trespass for such entry, abatement or removal, except that any agent of Declarant or the Association shall be responsible for actually committing a trespass by behavior going beyond the intent of the authority conferred by this Section, in which event neither Declarant nor the Association shall be responsible for the unauthorized acts of their agents. Nothing herein contained shall be deemed to affect or limit the rights of the Owners of the Lots within the Property, when entitled to do so, to enforce the Covenants by appropriate judicial proceedings.

10.3 No Reverter or Condition Subsequent. No provision herein is intended to be, or shall be construed as, a condition subsequent or as creating a possibility of reverter.

10.4 Remedies. Damages shall not be deemed adequate compensation for any breach or violation of any provision hereof, but any Person or entity entitled to enforce any provision hereof shall be entitled to relief by way of injunction as well as any other available relief either at law or in equity, including reasonable attorneys fees and court costs incurred.

10.5 Effect of Headings. The headings of the Articles herein are for convenience only and shall not affect the meanings or interpretation of the contents thereof.

10.6 Mortgages. No violation of any of these Covenants shall defeat or render invalid the lien of any mortgage made in good faith and for value upon any portion of the Property; provided, however, that any Mortgagee in actual possession, or any purchaser at any Mortgagees' or foreclosure sale shall be bound by and subject to these Covenants as fully as any other Owner of any portion of the Property.

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

10.8 Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of thirty (30) years from the date this Declaration is recorded and after such time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first thirty-year period by an instrument signed by not less than ninety percent (90%) of the Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Owners. Any amendment must be recorded. So long as there are Class B Members of the Association, this Declaration may be amended if said amendment is required by F.H.A. or V.A., or similar governmental agency, organization, or authority, without the assent of the Class A Members of the Association. The requirements of this Section do not apply to Article VIII pertaining to annexation.

10.9 Changes and Modifications by Declarant. The Declarant shall have the right, for a period of seven (7) years following the date of recordation of this Declaration, without the consent of the Members of the Association, to modify, amend or change any of the provisions of this Declaration as deemed necessary or appropriate by the Declarant, except as provided for in Section 10.10 of this Declaration.

10.10 F.H.A./V.A. Approval. If any Lot is security for any mortgage or deed of trust insured by the F.H.A. or V.A. 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: (i) Annexation of Additional Property, under Article VIII, (ii) amendments of this Declaration of Covenants, Conditions and Restrictions, (iii) and any alteration, amendment or change of Lot lines or subdivision plan pursuant to Article VII, Section 7.9 of this Declaration.

10.11 Rights of The City of Rockville (" City" herein). Any other provision of this Declaration or the By-Laws or Articles of Incorporation of the Association to the contrary notwithstanding, neither the members, the Board of Directors nor the Association shall, by act or omission, take any of the following actions without the prior written consent of the City, which consent shall not be unreasonably withheld or delayed:

10.11.1 Make any annexation or additions other than as provided for pursuant to Sections 8.1 and 8.2 of Article VIII of this Declaration; or

10.11.2 Abandon, partition, dedicate, subdivide, encumber, sell or transfer any of the HOA Area or Tot Lot

provided, however, that the granting of rights-of-way, easements and the like for public utilities or for other purposes consistent with the use of the HOA Area and Tot Lot by the members of the Association shall not be considered a transfer within the meaning of this Section; or

10.11.3 Abandon or terminate the Declaration; or

10.11.4 Modify or amend any material or substantive provision of this Declaration, or the By-Laws or the Articles of Incorporation of the Association; or

10.11.5 Merge or consolidate the Association with any other entity or sell, lease, exchange or otherwise transfer all or substantially all of the assets of the Association to any other entity; or

10.11.6 Substantially modify the method of determining and collecting assessments as provided in this Declaration.

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

10.12. Psychiatric Clinic. Owners of the Property subject to this Declaration specifically acknowledge the presence and operation on the adjoining parcel of property owned by Community Psychiatric Clinic, Inc. or its successors of a comprehensive mental health center, including, without limitation a psychiatric hospital, residential treatment facilities, domiciliary care facilities, educational facilities, group homes and outpatient services and generally providing mental health services to the community (the "Hospital Use"). Facilities constituting the Hospital Use may be repaired, renovated and/or replaced over time.

10.13. Conflicts. In the case of any conflict between this Declaration, the Articles of Incorporation, and the By-Laws of the Association, the Declaration shall control.

WITNESS the hand and seal of said Declarant as of the date first herein written.

ATTEST:

GREAT FALLS ROAD L.L.C.,
A Maryland Limited Liability Company

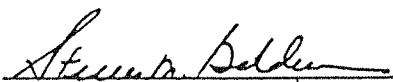
BY: ROSE HILL LOT OPTION, LLC
A Maryland Limited Liability
Member

By: HEARTHSTONE,
A California Corporation
Manager
Member

By: 
Name: Tracy T. Calver
Title: Senior Vice President

BY: PENROSE-CL ASSOCIATES, LLC,
A Delaware Limited
Liability Company
Member

By: WL HOMES, LLC,
A Delaware Limited
Liability Company d/b/a
John Laing Homes -
Washington Division Member

By: 
Steven M. Baldwin
Authorized Person/Division
President

STATE OF CALIFORNIA, COUNTY OF SAN FRANCISCO :

I HEREBY CERTIFY That on this 21st day of APRIL,
1999, before me, a Notary Public in and for the State and County
aforesaid, personally appeared TRACY T. CALVER, who
acknowledged himself to be the SENIOR VICE PRESIDENT of
Hearthstone, a California Corporation Manager (the "Corporation")
and that he, as such officer, being authorized so to do, executed
the foregoing instrument for the purposes therein contained by
signing the name of the Corporation by himself as such officer
and certified that this conveyance is not part of a transaction
in which there is a sale, lease, exchange or other transfer of

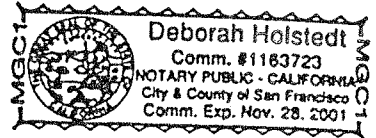
all or substantially all of the property and assets of the Corporation.

WITNESS my hand and Notarial Seal.

Deborah Holstedt

Notary Public

My Commission Expires: 11/08/01



STATE OF Maryland, COUNTY OF Montgomery :

I HEREBY CERTIFY That on this 22nd day of April, 1999, before me, a Notary Public in and for the State and County aforesaid, personally appeared Steven M. Baldwin, who acknowledged himself to be the authorized person of WL HOMES, LLC, a Delaware Limited Liability Company (the "LLC") and that he, as such person, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the LLC by himself as such person and certified that this conveyance is not part of a transaction in which there is a sale, lease, exchange or other transfer of all or substantially all of the property and assets of the LLC

WITNESS my hand and Notarial Seal.

[Signature]

Notary Public

My Commission Expires: 9/10/2002

STEPHEN LEROY FRITZ
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires September 10, 2002

EQUITABLE OWNER'S CONSENT

BEAZER HOMES CORP., a Tennessee corporation, Equitable Owner of a portion of the Property, acknowledges that its interest in the Property is subject to the terms and conditions of this Declaration

and consents to the recordation of the Declaration among the Land Records of Montgomery County, Maryland.

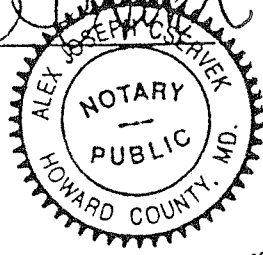
BEAZER HOMES CORP.,
A Tennessee Corporation, by its
Trafalgar House Residential-Maryland
Division

BY: [Signature]
David D. Carney
Attorney-In-Fact
Liber 16578 Folio 098

STATE OF MARYLAND, COUNTY OF HOWARD,

On this 22ND day of APRIL, 1999, before me, a Notary Public in and for the State and County aforesaid, personally appeared David L. Carney, known to me (or satisfactorily proven) to be the person whose name is subscribed as attorney-in-fact for Beazer Homes Corp., a Tennessee corporation (the "Corporation") and acknowledged that he executed the same as the act of his principal for the purposes therein contained and certified that this conveyance is not part of a transaction in which there is a sale, lease, exchange, or other transfer of all or substantially all of the property and assets of the Corporation.

WITNESS my hand and Notarial Seal

[Signature]
Notary Public


My Commission Expires: 05/01/2000

ATTORNEY'S CERTIFICATION

This instrument has been prepared by or under the supervision of the undersigned Maryland attorney or by one of the parties named in this instrument.

[Signature]
Russell D. Karpook, Attorney

Post Recording Return To:

Russell D. Karpook, Esquire
FRANCOMANO & KARPOOK, P.A.
20 S. Charles Street, 8th Floor
Baltimore, Maryland 21201

EXHIBIT A

All that property and parcels of land as set forth on the following subdivision plats recorded among the Land Records of Montgomery County, Maryland, in Plat Book 192, at Pages 21018 through 21023, inclusive, respectively:

1. Lots 1 thru 11, Parcels A & B, Block C, Lot 19, Block E, Lot 1 Block F, Plat One, Rose Hill, City of Rockville, Rockville (4th) Election District Montgomery County, Maryland
2. Lots 1 thru 18, Parcels A, B and C, Block E Lots 1 thru 9, Parcel A, Block D, Plat Two, Rose Hill, City of Rockville, Rockville (4th) Election District Montgomery County, Maryland
3. Lots 1 thru 6, and Lots 21 thru 25, Block G; Lots 12 thru 20, and Parcel "C", Block C, Parcel "D" Block E' Lots 2 thru 10, and Lots 18 thru 25, Block F, Plat Three, Rose Hill, City of Rockville, Rockville (4th) Election District, Montgomery County, Maryland
4. Lots 21 thru 32, Block C, Plat Four, Rose Hill, City of Rockville, Rockville (4th) Election District, Montgomery County, Maryland
5. Lots 33 thru 39 and Parcel E, Block C Lots 11 thru 17 and Parcel A, Block F Lots 7 thru 20 and Parcel A, Block G, Plat Five, Rose Hill, City of Rockville, Rockville (4th) Election District Montgomery County, Maryland
6. Lots 1 thru 9, Block H, Parcels F and G, Block C, Plat Six, Rose Hill, City of Rockville, Rockville (4th) Election District Montgomery County, Maryland

Saving and excepting the following property and parcels of land:

- I. Parcel B, Block E as shown on the subdivision plat entitled "Subdivision Record Plat Lots 1 thru 18, Parcels A, B and C, Block E, Lots 1 thru 9, Parcel A, Block D, Plat Two, Rose Hill, City of Rockville, Rockville (4th) Election District Montgomery County, Maryland" recorded on April 15, 1999 among the Land Records of Montgomery County, Maryland in Plat Book 192, at page 21019 herewith consisting of 5,801 sq. ft.
- II. Parcel E, Block C as shown on the subdivision plat entitled "Subdivision Record Plat Lots 33 thru 39, and Parcel E, Block C, Lots 11 thru 17 and Parcel A, Block F, Lots 7 thru 20 and Parcel A, Block G, Plat Five, Rose Hill, City of Rockville (4th) Election District,

Montgomery County, Maryland" recorded among the Land Records of Montgomery County, Maryland on April 15, 1999 in Plat Book 192, at page 21022 herewith consisting of .0426 Ac.

III. Parcel F, Block C, as shown on the subdivision plat entitled "Subdivision Record Plat Lots 1 thru 9, Block H Parcels F and G, Block C, Plat Six, Rose Hill, City of Rockville (4th) Election District, Montgomery County, Maryland" recorded on April 15, 1999 among the Land Records of Montgomery County, Maryland in Plat Book 192, at page 21023 herewith consisting of 123,982 sq. ft.

Being part of all that property described in a Quit Claim Deed dated April 29, 1998, and recorded among the Land Records of Montgomery County, Maryland, in Liber 15832, folio 534, which was granted and conveyed by Fall Line Company, a Maryland corporation, Anthony R. Bullard, Successor Trustee of Share One of the residuary trusts created under the Last Will and Testament of Dexter M. Bullard, Sr., deceased and Anthony R. Bullard, Successor Trustee of Share Two of the residuary trusts created under the Last Will and Testament of Dexter M. Bullard, Sr., deceased, unto the said Great Falls Road L.L.C., a Maryland Limited Liability Company;

Also being part of all that property described in a Confirmatory Deed dated April 30, 1998, and recorded among the Land Records of Montgomery County, Maryland at Liber 15832, folio 481, which was granted and conveyed by Fall line Company, a Maryland corporation (formerly known as "Chestnut Lodge, Inc." unto the said Great Falls Road L.L.C., a Maryland Limited Liability Company;

Also being part of all that property described in a Deed dated April 30, 1998 and recorded among the Land Records of Montgomery County, Maryland at Liber 15832, folio 511, which was granted and conveyed by Anthony R. Bullard, Surviving Trustee of the Anne G. Bullard Revocable Inter Vivos Trust dated March 28, 1991 unto the said Great Falls Road L.L.C., a Maryland Limited Liability Company;

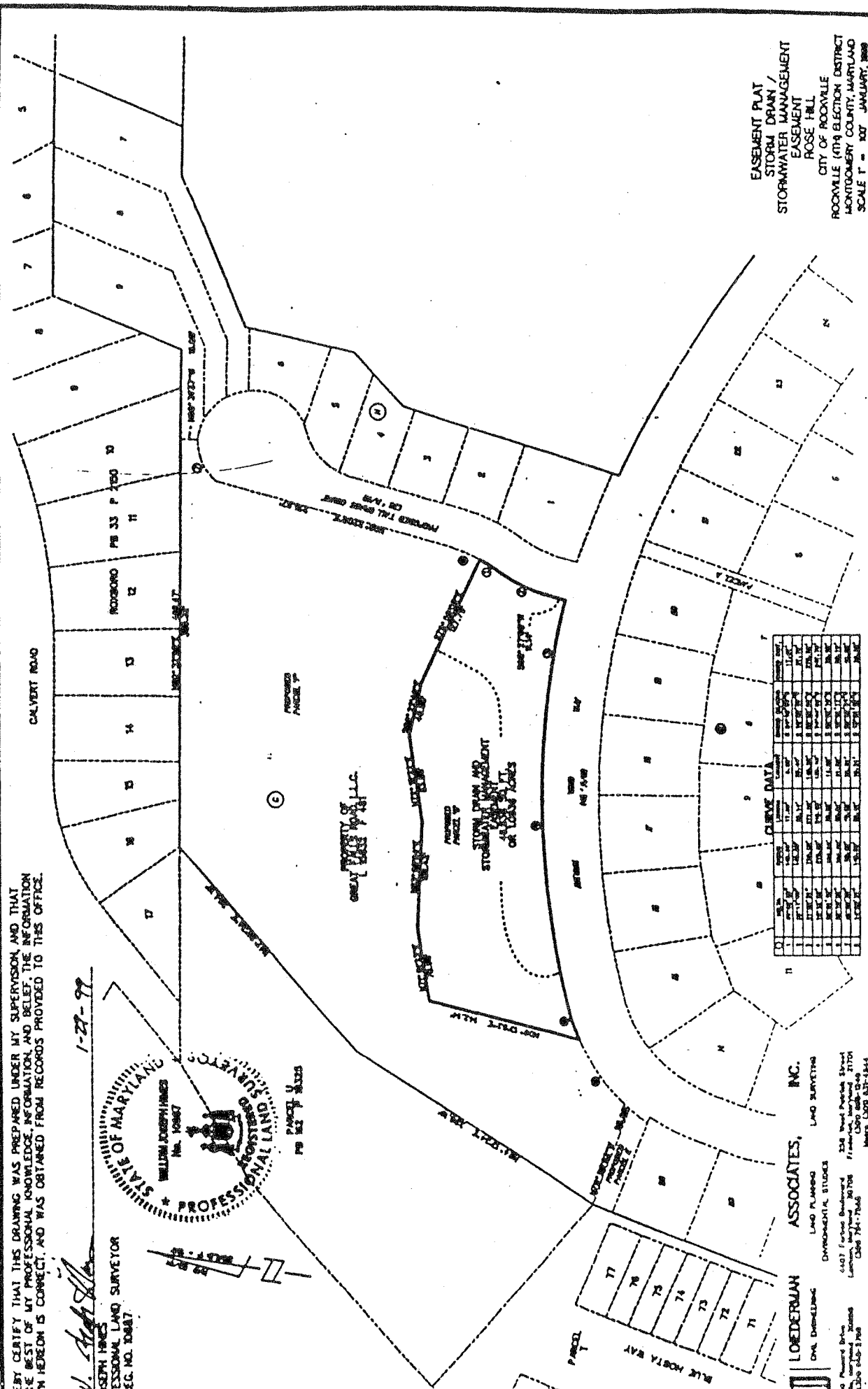
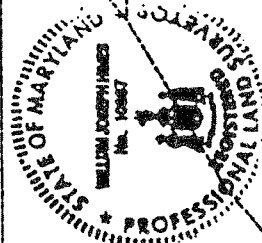
Also being part of all that property described in a Deed dated April 30, 1998, and recorded among the Land Records of Montgomery County, Maryland at Liber 15832, folio 529, which was granted and conveyed by Chestnut Lodge Research Institute, Inc., a Maryland Non-Stock Corporation, unto the Great Falls Road L.L.C., a Maryland Limited Liability Company.

EXHIBIT B

A DESCRIPTION OF THE STORM WATER MANAGEMENT AREA FACILITIES IS ATTACHED HERETO AND MADE A PART HEREOF AS "EXHIBIT B".

SEBY CERTIFY THAT THIS DRAWING WAS PREPARED UNDER MY SUPERVISION AND THAT I AM THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION, AND BELIEF, THE INFORMATION HEREON IS CORRECT, AND WAS OBTAINED FROM RECORDS PROVIDED TO THIS OFFICE.

1-27-99
 JOSEPH HINES
 PROFESSIONAL LAND SURVEYOR
 REG. NO. 10887



EASEMENT PLAT
 STORM DRAIN /
 STORMWATER MANAGEMENT
 EASEMENT
 ROSE HILL
 CITY OF ROCKVILLE
 ROCKVILLE (CITY ELECTOR DISTRICT
 MONTGOMERY COUNTY, MARYLAND
 SCALE 1" = 100' JANUARY, 1999

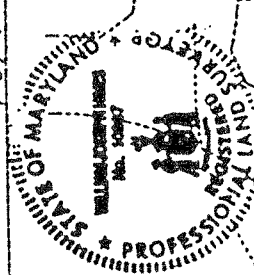
CURVE DATA

STATION	CHORD BEARING	CHORD DIST.	ARC BEARING	ARC DIST.
1+00.00	S 89° 58' 00" W	11.20	S 89° 58' 00" W	11.20
1+11.20	S 89° 58' 00" W	11.20	S 89° 58' 00" W	11.20
1+22.40	S 89° 58' 00" W	11.20	S 89° 58' 00" W	11.20
1+33.60	S 89° 58' 00" W	11.20	S 89° 58' 00" W	11.20
1+44.80	S 89° 58' 00" W	11.20	S 89° 58' 00" W	11.20
1+56.00	S 89° 58' 00" W	11.20	S 89° 58' 00" W	11.20
1+67.20	S 89° 58' 00" W	11.20	S 89° 58' 00" W	11.20
1+78.40	S 89° 58' 00" W	11.20	S 89° 58' 00" W	11.20
1+89.60	S 89° 58' 00" W	11.20	S 89° 58' 00" W	11.20
1+00.00	S 89° 58' 00" W	11.20	S 89° 58' 00" W	11.20

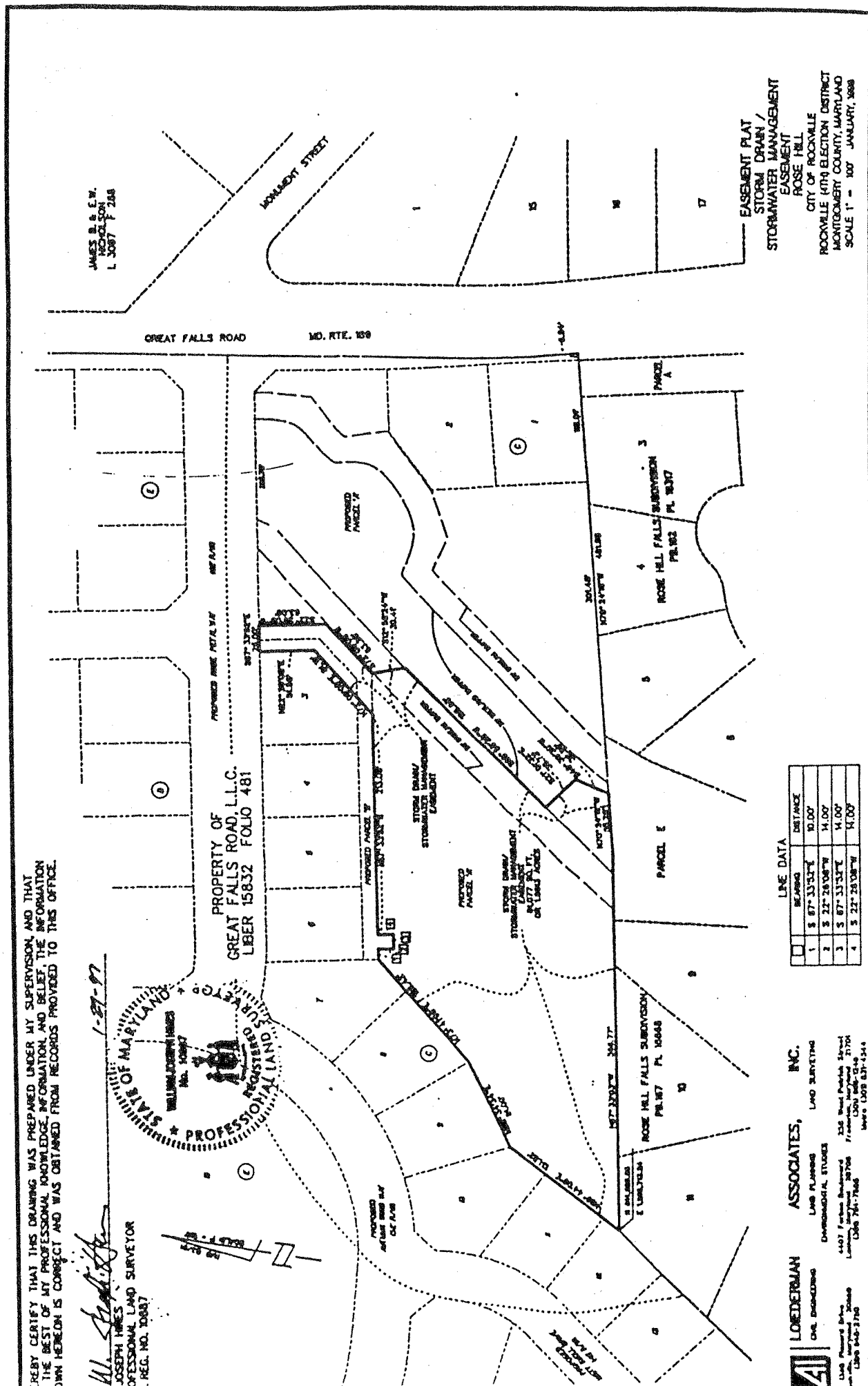
LOEDERMAN ASSOCIATES, INC.
 LAND PLANNING AND SURVEYING
 4107 Fenton Boulevard
 Landover, MD 21040
 Phone: 410-278-1100
 Fax: 410-278-1101
 E-mail: info@loederman.com
 Website: www.loederman.com

HEREBY CERTIFY THAT THIS DRAWING WAS PREPARED UNDER MY SUPERVISION AND THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION AND BELIEF, THE INFORMATION CONTAINED HEREIN IS CORRECT AND WAS OBTAINED FROM RECORDS PROVIDED TO THIS OFFICE.

Joseph Hines
 JOSEPH HINES
 PROFESSIONAL LAND SURVEYOR
 D. REG. NO. 10887



PROPERTY OF
 GREAT FALLS ROAD, L.L.C.
 LIBER 15832 FOLIO 481



JAMES B. & E.W.
 MCCLISON
 L. 3087 P. 268

EASEMENT PLAT
 STORM DRAIN /
 STORMWATER MANAGEMENT
 EASEMENT
 ROSE HILL
 CITY OF ROCKVILLE
 ROCKVILLE 10TH ELECTION DISTRICT
 MONTGOMERY COUNTY, MARYLAND
 SCALE 1" = 100' JANUARY, 2008

LINE DATA

BEARING	DISTANCE
S 87° 33' 31\"	10.00'
S 22° 28' 08\"	14.00'
S 87° 33' 31\"	14.00'
S 22° 28' 08\"	14.00'

LOEDERMAN ASSOCIATES, INC.
 LAW PLANNING LAND SURVEYING
 DEMOGRAPHIC STUDIES
 4401 Fenton Boulevard
 Columbia, MD 21044
 Phone: 410-741-7400
 Fax: 410-741-7408
 www.loederman.com