

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by TERRA-DEKA, INC., a Maryland, corporation, WARD DEVELOPMENT COMPANY, INC., a Maryland corporation, and WILLIAM L. BERRY HOMES, INC., a Maryland corporation, hereinafter referred to, collectively, as the "Declarant".

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain Property in Montgomery County, State of Maryland, which is more particularly described on the legal description attached hereto and made part hereof as Exhibit A.

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

ARTICLE I

Definitions

Section 1. "Association" shall mean and refer to Snowdens Mill Homeowners Association, Inc., a non-stock, non-profit corporation, its successors and assigns.

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

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

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of the conveyance of the first Lot is described more particularly on the legal description attached hereto and made part hereto as Exhibit B.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Property with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to TERRA-DEKA, INC., WARD DEVELOPMENT COMPANY, INC., and WILLIAM L. BERRY HOMES, INC., all Maryland corporations, their successors and assigns if such successors and assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development, but only to the extent that any of the rights, reservations, easements, interests, exemptions, privileges and powers of the Declarant are specifically assigned or transferred to such successors or assigns.

Section 7. "Development Plan" shall mean the Site Plan for Snowdens Mill dated December 14th, 1978, prepared by Toups and Loiderman, Engineers and Planners, Rockville, Maryland, including all amendments thereto as may be made from time to time.

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Section 8. "Mortgagee" shall mean the holder of any recorded mortgage, or the party secured or beneficiary of any recorded deed of trust, encumbering one or more of the Lots. "Mortgage," as used herein, shall include a deed of trust. "First Mortgage," as used herein, shall mean a mortgage with priority over other mortgages. As used in this Declaration, the term "mortgagee" shall mean any mortgagee and shall not be limited to institutional mortgagees. As used in this Declaration, the term "institutional mortgagee" or "institutional holder" shall include banks, trust companies, insurance companies, mortgage insurance companies, savings and loan associations, trusts, mutual savings banks, credit unions, pension funds, mortgage companies, Federal National Mortgage Association ("FNMA"), Federal Home Loan Mortgage Corporation ("FHLMC"), all corporations and any agency or department of the United States Government or of any state or municipal government. As used in this Declaration, the term "holder" or "mortgagee" shall include the parties secured by any deed of trust or any beneficiary thereof.

Section 9. "Rental Project Lot" shall mean Parcel CC, Block E, in a subdivision known as "Snowdens Mill," per plat thereof recorded in the Land Records of Montgomery County in Plat Book 107, Plat 12393. "Rental Project Lot" shall also include any other Lot which may, as permitted by the applicable zoning ordinance, hereafter contain more than one (1) Dwelling Unit.

Section 10. "Dwelling Unit" shall mean any building or portion of a building originally designated and intended for use and occupancy as a residence by a single family.

ARTICLE II

Property Rights

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area, including an easement for the use and enjoyment of the walkways within the Common Area, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable and uniform admission and other fees for the use of any recreational facility situated upon the Common Area;

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

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes, and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless on instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded, and unless the Maryland-National Capital Park and Planning Commission, or its successor or assigns has given its prior written approval thereof, which approval shall not be unreasonably withheld or delayed.

(d) the right of the Association to limit the number of guests of members:

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

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(f) the right of individual Owners to the exclusive use of parking spaces _____ in this Article.

(g) the right of the Association, the Declarant, utility companies and other Owners with respect to the easements established in Section 14 of Article VI hereof.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the Property.

ARTICLE III

Membership and Voting Rights

Section 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.

Section 2. Voting Rights. The Association shall have two (2) classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant. Class A members shall be entitled to one vote for each Lot owned, except that the Owner of a Rental Project Lot shall be entitled to one vote for each occupied Dwelling Unit situated on the Rental Project Lot.

Class B. The Class B member shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to a Class A membership on the happening of either of the following events, whichever occurs earlier:

(i) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(ii) three (3) years from the date of recordation 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 any other cause or event beyond the Declarant's control, then the aforesaid three (3) year period shall be extended by a period of time equal to the length of the delays or two (2) years, whichever is less.

ARTICLE IV

Covenant for Maintenance Assessments

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

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Section 2. Purposes of Assessment. All assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Property and for the improvements, maintenance, repair and replacement of the Common Area.

Section 3. Basis of Assessments and Maximum Assessment:

(a) Basis of Assessments. General and special assessments are based on the number of Dwelling Units permitted or constructed on a Lot. For general and special assessment purposes, there shall be three (3) classes of Lots:

(i) Class I Lots shall be all the Lots except those Lots defined hereafter as Class II Lots and Class III Lots. Class I Lots shall be assessed at 100% of the general or special assessment rate.

(ii) Class II Lots shall be the Rental Project Lots. Until the construction of more than one (1) Dwelling Unit on the Rental Project Lot, the Lot shall be assessed at 100% of the general or special assessment rate. Upon the construction of more than one (1) Dwelling Unit on a Rental Project Lot, then that Rental Project Lot shall be assessed at 100% of the general or special assessment rate times the number of Dwelling Units on that Lot.

(iii) Class III Lots shall be those Lots owned by Declarant and for which it holds a Class B membership. Class III Lots shall be assessed at 25% of the general or special assessment rate, until a Dwelling Unit is completed and occupied on a lot, at which time said Lot shall be assessed at 100% of the general or special assessment rate.

(b) Maximum Annual General Assessment:

(i) Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment rate shall be One Hundred Twenty Dollars (\$120.00).

(ii) 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 by the Board of Directors of the Association, without a vote of the Class A membership, by an amount equal to five percent (5%) of the maximum annual assessment for the preceding year plus the amount by which any ad valorem real estate taxes and insurance premiums payable by the Association have increased over amounts payable for the same or similar items for the previous year.

(iii) From and after January 1 of the year immediately following, the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above five percent (5%) by a vote of two-thirds (2/3) of each class of members who are voting, in person or by proxy, at a meeting duly called for this purpose.

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

Section 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 Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

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Section 5. Notice and Quorum for any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required

quorum is not present, another meeting may be called subject to the same notice requirement and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Except as otherwise provided in Section 3 of this Article IV, both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected in advance on a monthly basis.

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

Section 8. Effect of Non-Payment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest within the due date at the rate of six percent (6%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot (and all improvements thereon). No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The Lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage for deed of trust 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. No amendment to this Section shall affect the rights of the holder of any first mortgage on any Lot (or the indebtedness secured thereby); recorded prior to recordation of such amendment unless the holder thereof (or the indebtedness secured thereby) shall join in the execution of such amendment.

Section 10. Additional Default. Any recorded first mortgage secured on a Lot shall provide that any default by the mortgagor in the payment of any assessment levied pursuant to this Declaration, or any installment thereof, shall likewise be a default in such mortgage (or the indebtedness secured thereby); but failure to include such a provision in any such mortgage shall not affect the validity or priority thereof and the protection extended to the holder of such mortgage (or the indebtedness secured thereby) by reason of Section 9 of this Article shall not be altered, modified or diminished by reason of such failure.

Section 11. Reserves for Replacements. The Association shall establish and maintain a reserve fund for replacements of the Common Areas and community facilities by the allocation and payment monthly to such reserve fund of an amount to be designated from time to time by the Board of Directors, such fund shall be conclusively deemed to be a common expense of the Association and may be deposited in any banking institution, the accounts of which are insured by any State or by an agency of the United States of America or may, in the discretion of the Board of Directors, be invested in obligations of, or fully guaranteed as to principal by, the United States of America. The reserve for replacements of the Common Areas and community facilities may be expended only for the purpose of affecting the replacement of the Common Areas, major repairs to any equipment replacement, and for start-up expenses and operating contingencies of a non-recurring nature relating to the Common Areas and community facilities. The Association may establish such other reserves for such other purposes as the Board of Directors may from time to time consider to be necessary or appropriate. The proportional interest of any member in any such reserves shall be considered an appurtenance of his Lot and shall not be separately withdrawn, assigned or transferred or otherwise separated from the Lot to which it appertains and shall be deemed to be transferred with such Lot.

ARTICLE V

Architectural Control

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change or alteration therein be made (including change in color) until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography, and as to compliance with the provisions of this Declaration, by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. Notwithstanding any provision of this Declaration to the contrary, the provisions of this Article V shall not be applicable to the Declarant or any part of the Property owned by the Declarant, but shall be applicable to Declarant's successors and/or assigns.

ARTICLE VI

Use Restrictions and Easements

In addition to all other covenants contained herein, the use of the Property and each Lot therein is subject to the following:

Section 1. The Lots shall be used for residential purposes exclusively, and no building shall be erected, altered, placed or permitted to remain on any such Lot other than one used as a Dwelling Unit, or in the case of the Rental Project Lots, Dwelling Units, except that a professional office may be maintained in a Dwelling Unit, provided that such maintenance and use is limited to the person actually residing in the Dwelling Unit, and, provided, further, that such maintenance and use is in strict conformity with the provisions of any applicable zoning law, ordinance or regulation. As used in this Section, the term "professional office" shall mean rooms used for office purposes by a member of any recognized profession, including doctors, dentists, lawyers, architects and the like, but not including medical or dental clinics. Nothing contained in this Article, or elsewhere in this Declaration, shall be construed to prohibit the Declarant from the use of any Lot or dwelling, or improvement thereon, for promotional or display purposes, or as "model homes," a sales office or the like.

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Section 2. No part of the Property shall ever be used or caused to be used or allowed or authorized in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending or other such non-residential, except Declarant may use the property for model home sites and display sales offices during the construction and sales period.

Section 3. No sign or billboard of any kind shall be displayed to the public view on any portion of the Property or any Lot, except one (1) sign for each building site, of not more than eighteen inches (18") by twenty-four inches (24"), advertising the Property for sale or rent, except signs used by Declarant to advertise the Property during the construction and sales period.

Section 4. No noxious or offensive activity shall be carried on upon any Lot or any part of the Property, nor shall anything be done thereupon which may be, or may become, an annoyance or nuisance to the neighborhood, or which shall in any way unreasonably interfere with the quiet enjoyment of each of the Owners of his respective dwelling unit, or which shall in any way increase the rate of insurance. No motorcycles, trail-bikes, motor-bikes, motorized bicycles or similar motorized vehicles shall be operated on any of the Property, other than on areas, if any, designated by the Board.

Section 5. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall be used on any Lot at any time as a residence either temporarily or permanently. No trailer, camper, boat or similar equipment shall be permitted to remain upon any property within the Property, unless placed or maintained within an enclosed garage or carport.

Section 6. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept on the Lot subject to such rules and regulations as may be adopted by the Association and provided they are not kept, bred or maintained for any commercial purpose, or in unreasonable numbers. Notwithstanding the foregoing, no animals or fowl may be kept on the Property which result in an annoyance or are obnoxious to residents in the vicinity.

Section 7. All rubbish, trash and garbage shall be regularly removed from the Property, and shall not be allowed to accumulate thereon. All clotheslines, refuse containers, wood piles, storage areas

and machinery and equipment shall be prohibited upon any Lot, unless obscured from view of adjoining Lots and streets by a fence or appropriate screen approved by the Architectural Committee. Nothing herein shall be deemed to apply to the storage on the Property by Declarant of building materials during, and for use in, the construction of the improvements on the Property.

Section 8. No radio or television receiving or transmitting antenna of external apparatus shall be installed on any Lot, other than standard and customary television receiving antennas, provided, however, that no such antenna shall be higher than eight (8) feet above the top of the roof. Normal radio and television installations wholly within a building are excepted.

Section 9. No fences shall be permitted on a Lot in the area between a street and the portion of a house (either the front or a side) that faces that street. Fences may be permitted for the side and back yards (areas between the house and a lot line not a street), but no part of any fence shall be closer to the street than a line parallel to that street and set back from that street for a distance equal to the distance from the street to that point on the side or front of the main structure of the house facing the side Lot line that is closer to the street.

Section 10. The rights and duties with respect to sanitary sewer and water, cable television, electricity, gas and telephone lines and facilities shall be governed by the following:

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

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

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

Section 11. All Owners and occupants shall abide by the By-Laws and any rules and regulations adopted by the Association.

Section 12. Any lease agreement between a Lot Owner and a lessee shall provide that the terms of the lease are subject in all respects to the provisions of this Declaration, and the Articles of Incorporation and By-Laws of the Association, and that any failure by the lessee to comply with the terms of such documents shall be a default under the Lease. All such leases shall be in writing.

Section 13. None of the foregoing restrictions shall be applicable to the activities of:

(a) Declarant, its officers, employees, agents or assigns, in their development, marketing and sale of Lots or other parcels within the Property; or

(b) To the Association, its officers, employees and agents, in connection with the proper maintenance, repair, replacement and improvement of the Common Areas and community facilities.

Section 14. The following easements and rights are hereby declared or reserved:

(a) Declarant reserves the right to grant easements, both temporary and permanent, to all public authorities and utility companies over any part of the Common Areas.

(b) Each Lot within the Property is hereby declared to have an easement, not exceeding one foot (1') in width, over all adjoining Lots for the purpose of accommodating any encroachment due to engineering errors, errors in original construction, settlement or shifting of the building, roof overhangs, gutters, architectural or other appendages, draining of rainwater from roofs, or any other similar cause. There shall be valid easements for the maintenance of said encroachments so long as they shall exist, and the rights and obligations of Owners shall not be altered in any way by said encroachment, settlement or shifting; provided, however, that in no event shall a valid easement for encroachment be created in favor of an Owner or Owners if said encroachment occurred due to the willful misconduct of said Owner or Owners. In the event a structure on any Lot is partially or totally destroyed and then repaired or rebuilt, the Owners of each Lot agree that minor encroachments over adjoining Lots shall be permitted and that there shall be valid easements for the maintenance of said encroachments so long as they shall exist.

(c) There is hereby created a blanket easement upon, across, over and under all of the Property for ingress, egress, installation, replacement, repair and maintenance of all utilities, including, but not limited to, water, sewer, drainage, gas, cable television, telephones and electricity, and a master television antenna system. By virtue of this easement, it shall be expressly permissible to erect and maintain the necessary poles and other equipment on the Property and to affix and maintain electrical or telephone wires and conduits, sewer and water and drainage lines, on, above or below any residence or land owned by any Owner,

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(d) An easement is hereby reserved to Declarant to enter the Common Area during the period of, construction and sale on the Property, and to maintain such facilities and perform such operations as in the sole opinion of Declarant may be reasonably required, convenient or incidental to the construction and sale of residences, including, without limitation, a business office, sales office, storage area, construction yards, signs, displays and model units.

(e) Declarant also reserves the right to enter into the Common Area for the purpose of carrying out any obligations it may have, or assume, with respect to the curing of any defects in workmanship or materials in the Property or the improvements thereon.

(f) For a period of seven (7) years from the date of conveyance of the first Lot, the Declarant reserves a blanket easement and right on, over and under the Property to maintain and to correct drainage of surface water in order to maintain reasonable standards of health, safety and appearance. Such right expressly includes the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary, following which the Declarant shall restore the affected property to its original condition as near as practicable. The Declarant shall give reasonable notice of intent to take such action to all affected Owners, unless in the opinion of the Declarant an emergency exists which precludes such notice.

Section 15. The portion of the Property described in Exhibit C attached hereto may be used by Declarant for sales or promotional purposes, including, without limitation, the construction and maintenance of informational, display and ornamental structures (such as an entranceway, gateway, or replica of a mill). Upon conveyance of said portion of the Property to the Association, the Association shall assume the obligation to maintain said portion of the Property and structures thereon in good condition. At any time after five (5) years from the date hereof, the Association may elect to remove said structures from said Property.

ARTICLE VII

Exterior Maintenance

Section 1. Each Owner shall keep each Lot owned by him, and all improvements therein or thereon, in good order and repair and free of debris, including but not limited to the seeding, watering and mowing of all lawns, the pruning and cutting of all trees and shrubbery and the painting (or other appropriate external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management. In the event an Owner of any Lot in the Property shall fail to maintain the Lot and the improvements situated thereon, as provided in the By-Laws and approval by vote of the Board of Directors, shall have the right to enter upon said Lot to correct drainage and to repair, maintain and restore the Lot and the exterior of the buildings and any other improvements erected thereon. All costs related to such correction, repair or restoration shall become a lien upon such Lot, and such lien may be enforced in the same manner as an annual assessment levied in accordance with Article IV hereof. Any such lien shall be subordinate to the lien of any first mortgage or deed of trust. Sale or transfer of any Lot shall not affect such lien. However, the sale or transfer of any Lot pursuant to mortgage or deed of trust foreclosure or any proceeding in lieu thereof, shall extinguish any such lien 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. No amendment to this Section shall affect the rights of the holder of any first mortgage on any Lot (or the indebtedness secured thereby); recorded prior to recordation of such amendment unless the holder thereof (or the indebtedness secured thereby) shall join in the execution of such amendment.

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ARTICLE VIII

Management

Section 1. Management Agent. The Board of Directors may employ for the Association a management agent or manager (the "Management Agent") at a rate of compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall from time to time authorize in writing. The Management Agent shall perform such duties and services as the Board of Directors shall authorize in writing. If the standards and regulations of FNMA and/or FHLMC prohibit self-management by the Association and FNMA and/or FHLMC holds an interest in a first mortgage or deed of trust against any of the Lots, then no such self-management shall be undertaken by the Association without the prior written consent and approval of all of the holders of the first mortgages of record on the Lots.

Provided that any Lot subject to this Declaration is then encumbered by a deed of trust or mortgage which is insured by the Federal Housing Administration or guaranteed by the Veterans Administration, and, provided further, that FHA and/or VA standards and regulations prohibit self-management of the Association, then no such self-management shall be undertaken by the Association without the prior written consent and approval of FHA or VA, as the circumstances may require.

Section 2. Duration of Management Agreement. Any management agreement entered into by the Association shall provide inter alia that such agreement may be terminated for cause by either party upon thirty (30) days written notice thereof to the other party. The term of any such management agreement shall not exceed one (1) year; provided, however, that the term of any such management agreement may be renewable by mutual agreement of the parties for successive one (1) year periods.

Section 3. Limitation of Liability. The Association shall not be liable for any failure of any services to be obtained by the Association or paid for out of the common expense funds, or for injury or damage to person or property caused by the elements or resulting from water which may leak or flow from any portion of the Common Areas or community facilities, or from any wire, pipe, drain, conduit or the like. The Association shall not be liable to any member for loss or damage, by theft or otherwise, of articles which may be stored upon the Common Areas or community facilities. No diminution or abatement of assessments, as herein elsewhere provided for, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the Common Areas or community facilities, or from any action taken by the Association to comply with any of the provisions of this Declaration or with any law or ordinance or with the order or directive of any municipal or other governmental authority.

ARTICLE IX

General Provisions

Section 1. Enforcement. The Association, or any Owner, or any mortgagee of any Lot shall have the right to enforce, by any proceeding at law and/or in equity, all restrictions, conditions, covenants, reservations, liens, charges or other obligations or terms now or hereafter imposed by the provisions of this Declaration, or the Articles of Incorporation or By-Laws of the Association. Failure by

the Association or by any Owner or by any mortgagee of any Lot to enforce any covenant or restrictions herein contained or any provision of the By-Laws or Articles of Incorporation of the Association shall in no event be deemed a waiver of the right to do so thereafter. There shall be and there is hereby created and declared to be a conclusive presumption that any violation or breach or attempted violation or breach of any of the within covenants or restrictions or any provision of the By-laws or Articles of Incorporation of the Association cannot be adequately remedied by action at law or exclusively by recovery of damages.

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

Section 3. Duration and Amendment. Except where permanent easements or other permanent rights or interests are herein created, the covenants and restrictions of the Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter, by an instrument signed by the Owners of not less than seventy-five percent (75%) of the Lots. Any amendment must be recorded.

Section 4. Annexation. The Declarant shall have the right, to annex and bring within the scheme of this Declaration additional land in future stages of the development as shown on the Development Plan, provided that so long as there are Class B memberships of the Association FHA and/or VA shall approve any annexations not in accord with said Development Plan as approved by them. The additions authorized shall be made by filing of record Supplementary Declarations of Covenants with respect to the additional land which shall extend the scheme of the covenants and restrictions of the Declaration to such land and thereby subject such land to the effect and operation of this Declaration. Said Supplementary Declarations may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added Lots and as are not inconsistent with the scheme of this Declaration.

Annexations to the Property by the Declarant shall not require the consent of the Class A members if such annexations are made within three (3) years from the date of recordation 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 any other cause or event beyond the Declarant's control, then the aforesaid three (3) year period shall be extended by a period of time equal to the length of the delays or two (2) years, whichever is less.

Except as otherwise herein provided, annexations to the Property shall require the consent of two-thirds (2/3) of the Class A members.

Section 5. FHA-VA Approvals. Provided that there are then Class B memberships of the Association outstanding, neither the members, the Board of Directors nor the Association shall, by act or omission, take any of the following actions without the prior written consent or approval of the Federal Housing Administration and the Veterans Administration, as the circumstances may require:

(a) make any annexation or additions other than as provided for pursuant to Section 4 of Article IX of this Declaration; or

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

(c) abandon or terminate this Declaration; or

(d) modify or amend any provision of this Declaration, the By-Laws or the Articles of Incorporation of the Association; or

(e) merge or consolidate the Association with any other entity or sell, lease, exchange or otherwise transfer all or substantially all of the assets of the Association in any other entity.

Section 6. Rights of the Maryland-National Capital Park and Planning Commission
("Commission" herein). Any other provision of this Declaration or

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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 Commission, which consent shall not be unnecessarily withheld or delayed:

(a) make any annexation or additions other than as provided for pursuant to Section 4 of Article IX of this Declaration; or

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

(c) abandon or terminate the Declaration; or

(d) modify or amend any material or substantive provision of this Declaration, or the By-Laws or the Articles of Incorporation of the Association; or

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

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

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

Section 7. Consents by Lenders. 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 and approval of all of the holders of the first mortgages of record on the Lots:

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

(b) abandon or terminate this Declaration; or

(c) modify or amend any substantive provision of this Declaration, or of the By-Laws or of the Articles of Incorporation of the Association; or

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

(e) substantially modify the method of determining and collecting assessments against an Owner or his Lot as provided in this Declaration; or

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

(g) fail to maintain fire and extended coverage on insurable Association

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Common Area on Property on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based on current replacement cost); or

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

Section 8. Additional Rights of Mortgagees - Notice. The Association shall promptly notify the holder of the first mortgage on any Lot for which any assessment levied pursuant to the Declaration, or any installment thereof, becomes delinquent for a period in excess of thirty (30) days and the Association shall promptly notify the holder of the first mortgage on any Lot with respect to which any default in any other provision of this Declaration remains uncured for a period in excess of thirty (30)

days following the date of such default. Any failure to give any such notice shall not affect the validity or priority of any first mortgage on any Lot and the protection extended in this Declaration to the holder of any such mortgage shall not be altered, modified or diminished by reason of such failure.

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

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

Section 9. Casualty Losses. In the event of substantial damage or destruction to any of the Common Areas or community facilities, the Board of Directors of the Association shall give prompt written notice of such damage or destruction to the holders of all first mortgages of record on the Lots. No provision of this Declaration or the Articles of Incorporation or the By-Laws of the Association shall entitle any member to any priority over the holder of any first mortgage of record on his Lot with respect to the distribution to such member of any insurance proceeds paid or payable on account of any damage or destruction of any of the Common Areas or community facilities.

Section 10. Condemnation or Eminent Domain. In the event any part of the Common Areas and community facilities is made the subject matter of any condemnation or eminent domain proceeding, or is otherwise sought to be acquired by any condemning authority, then the Board of Directors of the Association shall give prompt written notice of any such proceeding or proposed acquisition to the holders of all first mortgages of record on the Lots. No provision of this Declaration or the Articles of Incorporation or the By-Laws of the Association shall entitle any member to any priority over the holder of any first mortgage of record on his Lot with respect to the distribution to such member of the proceeds of any condemnation or settlement relating to a taking of any of the Common Areas and community facilities.

Section 11. Captions and Gender. The captions contained in this Declaration are for convenience only and are not a part of this Declaration and are not intended in any way to limit or enlarge the terms and provisions of this Declaration. Whenever the context so requires, the male shall include all genders and the singular shall include the plural.

IN WITNESS WHEREOF, the undersigned, being the DECLARANT herein has executed this instrument this 23d day of April, 1979.

ATTEST:
Witness

TERRA-DEKA., INC.,
a Maryland corporation

Robert L. Brownell

By: _____
Martin Seldeen, President

[CORPORATE SEAL]

STATE OF MARYLAND :
:
COUNTY OF Montgomery :

On this 23d day of April, 1979, before me, the undersigned officer, personally appeared Martin Seldeen, who has satisfactorily proven to be the President whose name is subscribed to this written instrument, for the purposes therein contained.

Given under my hand and seal this 23rd day of April, 1979.

Notary Public

My Commission Expires:
PENNY IMPELLIZZE
MY COMMISSION EXPIRES MAY 1, 1982

APPROVED AS TO FORM:

MONTGOMERY NATIONAL-CAPITAL PARK
AND PLANNING COMMISSION

BY: _____
DATE: June 15, 1979

Ward Development Company, Inc., and William L. Berry Homes, Inc. execute this Declaration as Owners of a portion of the Property described in Exhibit A attached hereto, and they agree to be bound by this Declaration as Owners, and as Declarant.

ATTEST:

WARD DEVELOPMENT COMPANY, INC.

Michael E. Thaden

By: _____
Richard E. Ward

WILLIAM L. BERRY HOMES, INC.

By: _____
William L. Berry

STATE OF MARYLAND :

:

COUNTY OF FREDERICK :

I HEREBY CERTIFY that on this 7 day of June, 1979, before me, the subscriber, a Notary Public of the aforesaid State and County, personally appeared Richard E. Ward, of Ward Development Company, Inc., and first being duly sworn, testified that he is authorized to execute the foregoing instrument on behalf of the aforementioned Company, and that the foregoing is the Act of the Company.

My Commission Expires:
7-1-82

Notary Public
Kathleen H. Enquist

STATE OF MARYLAND :

:

COUNTY OF Montgomery :

I HEREBY CERTIFY that on this 24th day of April, 1979, before me, the subscriber, a Notary Public of the aforesaid State and County, personally appeared William L. Berry, of William L. Berry Homes, Inc., and first being duly sworn, testified that he is authorized to execute the foregoing instrument on behalf of the aforementioned Corporation, and that the foregoing is the Act of the Corporation.

My Commission Expires:
July 1, 1982

Notary Public
Eileen J. Plotkin

TRUSTEES CONSENT

The undersigned, Jeffrey R. Scholz and A. R. M. Boyle, Trustees under the deed of Trust dated March 28, 1979, and recorded in Liber 5300, Folio 755, among the Land Records of Montgomery County,

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Maryland, hereby consent to the within Declaration and agree that the Lien and effect of said Deed of Trust shall be ----- subject to the lien, effect and operation of this Declaration -----
-----.

WITNESS

Laura L. Cozlin

A. R. M. Boyle, Trustee

Laura L. Cozlin

Jeffrey B. Scholz, Trustee

TRUSTEES CONSENT

The undersigned, Jeffrey R. Scholz and A. R. M. Boyle, Trustees under the Deed of Trust dated March 28, 1979, and recorded, in Liber 5130, Folio 761, among the Land Records of Montgomery County, Maryland, hereby consent to the within Declaration and agree that the lien effect of said Deed of Trust shall be ----- subject to the lien, effect and operation of this Declaration -----
-----.

WITNESS

Laura L. Cozlin

A. R. M. Boyle, Trustee

Laura L. Cozlin

Jeffrey B. Scholz, Trustee

TRUSTEES CONSENT

The undersigned, _____ and _____,
Trustees under the Deed of Trust dated _____, 197__, and recorded in
Liber _____, Folio _____, among the Land Records of Montgomery County, Maryland, hereby
consent to the within Declaration and agree that the lien and effect of said Deed of Trust shall be
subordinate and subject to the lien, effect and operation of this Declaration and all Supplementary
Declarations filed pursuant thereto.

WITNESS

| | |
|--|---------|
| | Trustee |
| | Trustee |

LIBER 5338 FOLIO 4 7 8

TRUSTEES CONSENT

The undersigned, _____ and _____,
Trustees under the Deed of Trust dated _____, 197__, and recorded in
Liber _____, Folio _____, among the Land Records of Montgomery County, Maryland, hereby
consent to the within Declaration and agree that the lien and effect of said Deed of Trust shall be
subordinate and subject to the lien, effect and operation of this Declaration and all Supplementary
Declarations filed pursuant thereto.

WITNESS

| | |
|--|---------|
| | Trustee |
| | Trustee |

ATTORNEY'S CERTIFICATE

I HEREBY CERTIFY that I am an attorney duly admitted to practice before the Court of Appeals of
Maryland and that the within instrument was prepared under my supervision.

Robert L. Brownell

EXHIBIT A

Property owned by Declarant, Terra-Deka, Inc.:

Lots one (1) through Fourteen (14), both inclusive, in Block "A," Lots One (1) through Twelve (12), both inclusive, and Parcel "A," in Block "B," and Lots One (1) through Sixteen (16), in Block "C," in a subdivision known as "Snowdens Mill," per plat thereof recorded in the Land Records of Montgomery County, Maryland, in Plat Book 105, Plat 12063.

Lots One (1) through Seven (7), both inclusive, in Block "D," Lots One (1) through Eleven (11), both inclusive, and Outlot A, and Parcel "C," (save and except that portion of Parcel "C" containing 34,500 square feet granted to the Maryland-National Capital Park and Planning Commission by deed recorded in the aforesaid records in Liber 5224, folio 110), in Block "E," and Lots One (1) through Eleven (11), and Parcel "B," in Block "F," in a subdivision known as "Snowdens Mill," per plat thereof recorded in the Land Records of Montgomery County, Maryland, in Plat Book 105, Plat 12064.

Lots One (1) and Two (2), in Block "G," Lots One (1) through Nine (9), both inclusive, and Parcel "E," in Block "H," and Lots One (1) through Twenty-four (24), both inclusive, and Lot Forty-four (44), and Parcel "D" and Parcel "F," in Block "I," and Lots One (1) through three (3), both inclusive, and Lot seventy-one (71), in Block "J," in a subdivision known as "Snowdens Mill," per plat thereof recorded in the Land Records of Montgomery County, Maryland, in Plat Book 105, Plat 12065.

Parcel "G," in Block "I," and Parcel "J," in Block "J," in a subdivision known as "Snowdens Mill," per plat thereof recorded in the Land Records of Montgomery County, Maryland, in Plat Book 105, Plat 12066.

Lots Twenty-five (25) through Thirty (30), both inclusive, and Parcel "L," in Block "I," and Lots Four (4) through Thirty-five (35), both inclusive, and Parcel "N," (save and except that portion of Parcel "N" containing 13,514 square feet granted to the Maryland-National Capital Park and Planning Commission by deed recorded in the aforesaid records in Liber 5224, folio 110), in Block "J," in a subdivision known as "Snowdens Mill," per plat thereof recorded in the Land Records of Montgomery County, Maryland, at Plat Book 105, Plat 12067.

Lot Three (3) and Lots Sixteen (16) through Thirty-nine (39), both inclusive, and Parcel "X," in Block "G," in a subdivision known as "Snowdens Mill," per plat thereof recorded in the Land Records of Montgomery County, Maryland, in Plat Book 107, Plat 12392.

Parcel "CC," in Block "E," in a subdivision known as "Snowdens Mill," per plat thereof recorded in the Land Records of Montgomery County, Maryland, at Plat Book 107, Plat 12393.

Lots Thirteen (13) through Fifty-eight (58), both inclusive, and Parcel "AA," and Parcel "Z," in Block "B," in a subdivision known as "Snowdens Mill," per plat thereof recorded in the Land Records of Montgomery County, Maryland, in Plat Book 107, Plat 12394.

Lots Thirty-two (32) through One Hundred Seven (107), both inclusive, and Parcel "U," in Block "L," in a subdivision known as "Snowdens Mill," per plat thereof recorded in the Land Records of Montgomery County, Maryland, at Plat Book 107, Plat 12395.

Lots Five (5) through Eighteen (18), both inclusive, and Lots Twenty-six (26) through Thirty-eight (38), and Lot Sixty-one (61), and Parcel "U" and Parcel "T," in Block "K," and Lots One (1) through Five (5), both inclusive, in Block "L," in a subdivision known as "Snowdens Mill," per plat thereof recorded in the Land Records of Montgomery County, Maryland, in Plat Book 106, Plat 12294.

Lots Thirty-nine (39) through Sixty (60), both inclusive, and Lots Seventy-three (73) through Seventy-six (76), both inclusive, and Parcel "S," in Block "K," in a subdivision known as "Snowdens Mill," per plat thereof recorded in the Land Records of Montgomery County, Maryland, in Plat Book 106, Plat 12292.

Lots Sixty-two (62) through Seventy-two (72), both inclusive, and Parcel "R," in Block "K," and Lots Six (6) through Thirty-one (31), both inclusive, and Parcel "P," in Block "L," in a subdivision known as "Snowdens Mill," per plat thereof recorded in the Land-Records of Montgomery County, Maryland, in Plat Book 106, Plat 12291.

Lots Four (4) through Fifteen (15), both inclusive, in Block "G," and Lots One (1) through Eight (8), both inclusive, and Parcel "DD," in Block "H," and Lots One (1) through Six (6), in Block "M," in a subdivision known as "Snowdens Mill," per plat thereof recorded in the Land Records of Montgomery County, Maryland, in Plat Book 108, Plat 12490.

Lots Twelve (12) through Twenty-nine (29), both inclusive, and Parcel "GG," in Block "E," in a subdivision known as "Snowdens Mill," per plat thereof recorded in the Land Records of Montgomery County, Maryland, in Plat Book 108, Plat 12491.

Property owned by Declarant, Ward Development Company, Inc.:

Lots Thirty-one (31) through Forty-three (43), both inclusive, in Block "I," and Lots Thirty-six (36) through Seventy (70), both inclusive, in Block "J," in a subdivision known as "Snowdens Mill," per plat thereof recorded in the Land Records of Montgomery County, Maryland, in Plat Book 105, Plat 12066.

Property owned by Declarant, William L. Berry Homes, Inc.:

Lots One (1) through Four (4), both inclusive, and Lots Nineteen (19) through Twenty-five (25), both inclusive, in Block lettered "K," in a subdivision known as "Snowdens Mill," per plat thereof recorded in the Land Records of Montgomery County, Maryland, in Plat Book 106, Plat 12294.

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EXHIBIT B

Parcel "A" in Block "B," in a subdivision known as "Snowdens Mill," per plat thereof recorded in the Land Records of Montgomery County, in Plat Book 105, at Plat 12063.

DESCRIPTION OF PARCELS OF LAND
TO BE USED FOR ENTRANCE DISPLAY
(INTERSECTION OF E. RANDOLPH RD. 6 SERPENTINE WAY)
"SNOWDEN'S MILL"

All of those pieces or parcels of Land situate, lying and being in the 5th Election District of Montgomery County, Maryland and being part of the land conveyed by Snowden's Mill Partnership to Terra-Deka, Inc. a Maryland Corporation by deed dated September 27, 1977 and recorded among the Land Records of Montgomery County, Maryland in Liber 5012 at Folio 433.

Part I

Being part of Parcel U in Block K as shown on a plat of subdivision entitled "Snowden's Mill" and recorded among the aforementioned Land Records in Plat Book 106 on Plat 12294 and being more particularly described as follows:

Beginning at the end of the North 70° 51' 40" West line of Parcel U as shown on the aforesaid plat and running

1. South 70° 51' 40" East, 130.00 feet to a point; thence running along the right of way of Serpentine Way
2. South 19° 08' 20" West, 66.10 feet to a point; thence
3. South 64° 08' 20" West, 35.36 feet to a point; thence running along the right of way of East Randolph, Road
4. North 70° 51' 40" West, 178.89 feet to a point; thence leaving said right of way of East Randolph Road running
5. North 19° 08' 20" East, 30.00 feet to a point; thence
6. North 69° 32' 42" East, 95.06 feet to the place of beginning containing 16,004 square feet or 0.36739 acres of land.

Subject to any and all easements, rights of way or covenants of record.

EXHIBIT C

Part II

Being part of Parcel AA as shown on a plat of subdivision entitled "Snowden's Mill" and recorded among the aforesaid Land Records in Plat Book _____ on Plat _____, and being more particularly described as follows:

Beginning at the end of the North 25° 51' 43" West line of Parcel AA as shown on the aforesaid plat and running along the right of way line of Serpentine Way

1. North 19° 08' 20" East, 44.74 feet to a point; thence leaving said right of way of Serpentine Way running
2. South 39° 26' 38" East, 133.79 feet to a point on the right of way of East Randolph Road; thence running along said right of way
3. North 70° 51' 40" West, 89.17 feet to a point; thence leaving said right of way of East Randolph Road and running
4. North 25° 51' 43" West, 35.36 feet to the place of beginning containing 3,660 square feet or 0.03422 acres of land.

Subject to any and all other easements, rights of way or covenants of record.

CORRECTIVE AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

This Corrective Amendment to Declaration of Covenants, Conditions and Restrictions, made this 26th day of March, 1981, by Terra-Deka, Inc., a Maryland corporation (the Declarant").

Witnesseth

Whereas, by Declaration of Covenants, Conditions and Restrictions (the "Declaration") dated April 23, 1979 and recorded on June 15, 1979 in the Land Records of Montgomery County, Maryland, in Liber 5338, folio 462, Declarant subjected certain lots described therein to covenants, conditions, and restrictions; and

Whereas, Exhibit A of the Declaration referred to lots and parcels shown on the subdivision plat of "Snowdens Mill" recorded in the aforesaid records in Plat Book 108, Plat 12490, it being intended that all lots and parcels on said plat be subjected to the Declaration; and

Whereas, said Exhibit A to the Declaration erroneously referred to Lots One (1) through Eight (8) in Block "H", which do not exist, rather than to Lots Ten (10) through Seventeen (17), Block "R", as are actually shown on said plat.

Now, therefore, in consideration of the premises and other good and valuable considerations, and in order to correct the error on Exhibit A to the Declaration, Declarant hereby declares as follows:

I. Declarant, as the owner of Lots Ten (10) through Seventeen (17), both inclusive, in Block "H" in a subdivision known as "Snowdens Mill", per plat thereof recorded among the Land Records of Montgomery County in Plat Book 108, Plat 12490, hereby declares that Exhibit A of the Declaration erroneously referred to "Lots One (1) through Eight (8), both inclusive" in Block "H", on said plat, when in fact said lots do not exist on said plat, and Declarant further declares that it was and is its intent to subject Lots Ten (10) through Seventeen (17), both inclusive, in Block "H" as shown on said plat to the Declaration.

2. Exhibit A of the Declaration is hereby corrected by deleting the reference to Lots One (1) through Eight (8) in Block "H" on the plat of "Snowdens Mill" recorded in Plat Book 108, Plat 12490, and by substituting in lieu thereof Lots Ten (10) through Seventeen (17), both inclusive, in Block "H", as shown on said plat.

In Witness Whereof, this Corrective Amendment to Declaration of Covenants, Conditions and Restrictions has been executed and sealed as of the day and year first above written.

TERRA-DEKA, INC.

E. B. Draewell Sec. Asst.

By _____
William Fisher, Vice President

STATE OF MARYLAND :

COUNTY OF MONTGOMERY: to wit:

On this the 26th day of March, 1981, before me Arlene J. Timmick, the undersigned officer, personally appeared William Fisher who acknowledged himself to be the Vice-Pres. of Terra-Deka, Inc., a corporation, and that he, as such Vice-Pres. being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Vice-President.

In witness whereof I have hereunto set my hand and official seal.

Notary Public

My Commission Expires:

July 1, 1982

SUPPLEMENTAL DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

This Supplemental Declaration of Covenants, Conditions and Restrictions, made this 27 day of August, 1979, by Terra-Deka, Inc. a Maryland corporation.

WITNESSETH:

Whereas, by Declaration of Covenants, Conditions and Restrictions (the "Declaration") recorded among the Land Records of Montgomery County, Maryland, in Liber 5338, folio 462, Terra-Deka, Inc., Ward Development Company, Inc. and William L. Berry Homes, Inc., as Co-Declarants, established certain covenants, conditions and restrictions on the real property (the "Property") described in Exhibit A to the Declaration; and

Whereas, Snowdens Mill Homeowners Association, Inc. (the "Association") is a Maryland corporation established to own and maintain, pursuant to the Declaration, certain portions of the Property as Common Areas for the use and benefit of all owners of lots in the Property; and

Whereas, Declarant Terra-Deka, Inc. intends to create three (3) additional homeowners' associations to own and maintain, pursuant to additional declarations of covenants, conditions and restrictions, certain portions of the Property as Common Areas for the parts of the Property to be developed as townhouse projects; and

Whereas, Declarant Terra-Deka, Inc., as owner of the portions of the Property to be conveyed as Common Areas, wishes to set forth certain terms and conditions concerning said Common Areas; and

Whereas, Declarant Terra-Deka, Inc., as owner of the portions of the Property to be conveyed as Common Areas, wishes to amend the Declaration to correct an error therein: Parcel A, Block "B," "Snowdens Mill," per plat thereof recorded in said Land Records in Plat Book 105, Plat 12063 was resubdivided into Parcel "AA" and Parcel "Z," Block "B," "Snowdens Mill," per plat recorded in said Land Records in Plat Book 107, Flat 12394. The references to Parcel A, Block B, in Exhibits A and B of the Declaration require amendment.

Now, therefore, Declarant Terra-Deka, Inc. hereby declares as follows:

1. Declarant Terra-Deka, Inc. shall convey to Snowdens Mill Homeowners Association, Inc., as Common Areas, the portion of the Property described in Exhibit A attached hereto.
2. Declarant Terra-Deka, Inc. shall create a homeowners' association for the forty-six (46) townhouse lots described as Lots thirteen (13) through fifty-eight (58), Block B, Snowdens Mill," per plat thereof recorded among the Land Records of Montgomery County, Maryland, in Plat Book 107, Plat 12394. The portion of the Property that shall be conveyed by Declarant Terra-Deka, Inc. to said homeowners' association as Common Areas, is that part of Parcel AA, Block B, "Snowdens Mill," per plat recorded in said Land Records in Plat Book 107, Plat 12394, as is described in Exhibit B attached hereto.
3. Declarant Terra-Deka, Inc. shall create a homeowners' association for the seventy-six (76) townhouse lots described as Lots thirty-two (32) through one hundred seven (107), Block L, "Snowdens Mill," per plat recorded in the aforesaid records at Plat Book 107, Plat 12395. The portion of the Property that shall be conveyed by Declarant Terra-Deka, Inc. to said homeowners' association as Common Areas is that part of Parcel U, Block L, "Snowdens Mill," per plat recorded in said records in Plat Book 107, Plat 12395, as is described in Exhibit C attached hereto.
4. Declarant Terra-Deka, Inc. shall create a homeowners' association for the twenty-four (24) townhouse lots described as Lots sixteen (16) through thirty-nine (39), Block (G), "Snowdens Mill," per plat recorded in the aforesaid records at Plat Book 107, Plat 12392. The portion of the Property that shall be conveyed by Declarant Terra-Deka, Inc. to said homeowners' association as Common Areas is Parcel X, Block (G), per plat recorded in said records in Plat Book 107, Plat 12392.
5. The conveyance of said portions of the Property described in paragraphs 1, 2, 3 and 4 shall be in fee simple, free and clear of liens and encumbrances (except as provided in Article VI, Section 15, of the Declaration). Said conveyances shall be made no later than the date upon which Declarant Terra-Deka, Inc. ceases to own any lot.

6. Declarant Terra-Deka, Inc. covenants to complete the facilities (total lots) on Parcel CC, Block E, "Snowdens Mill," per plat thereof recorded among the Land Records in Plat Book 107, Plat 12393, as such facilities are shown on the Site Plan approved by the Maryland-National Capital Park and Planning Commission. Said facilities shall be completed within a reasonable time.

7. The Declaration is amended as follows:

(a) The first page of Exhibit A, recorded at Liber 5338, folio 479, is hereby amended by deleting Parcel "A," in Block "B" from the first paragraph thereof.

(b) Exhibit B, recorded at Liber 5338, folio 481, is hereby amended by deleting:

"Parcel "A" in Block "B," in a subdivision known as
"Snowdens Mill," per plat thereof recorded in the
Land Records of Montgomery County, in Plat Book
105, at Plat 12063."

and inserting in lieu thereof:

"Parcel "B," in Block "F, in a subdivision known
as "Snowdens Mill," per plat thereof recorded in
the Land Records of Montgomery County, in Plat Book
105, at Plat 12064."

8. As herein supplemented and modified, the Declaration shall remain in full force and effect.

In Witness Whereof, Declarant Terra-Deka, Inc. has executed this Supplemental Declaration of Covenants, Conditions and Restrictions on the day and year set forth above.

WITNESS:

TERRA-DEKA, INC.

E. B. Draewell

By _____
Martin Seldeen, President

STATE OF MARYLAND :

COUNTY OF MONTGOMERY :

I HEREBY CERTIFY that on this 29th day of August, 1979, before me, a Notary Public, personally appeared Martin Seldeen, President of Terra-Deka, Inc., and first being duly sworn, testified that he is authorized to execute this Supplemental Declaration of Covenants, Conditions and Restrictions on behalf of the aforementioned Corporation, and that the foregoing is the Act of the Corporation.

My Commission Expires:

July 1, 1982

Notary Public Arlene J. Drennnan

This is to certify that this instrument was prepared by the undersigned, an attorney duly admitted to practice before the Court of Appeals.

Robert L. Brownell

EXHIBIT A

Parcel "C," (save and except that portion of Parcel "C" containing 34,500 square feet granted to the Maryland-National Capital Park and Planning Commission by deed recorded in the aforesaid records in Liber 5224, folio 110), in Block "E," and Parcel "B," in Block "F," in a subdivision known as "Snowdens Mill," per plat thereof recorded in the Land Records of Montgomery County, Maryland, in Plat Book 105, Plat 12064.

Parcel "E," in Block "H," and Parcel "D," and Parcel "F," in Block "I," in a subdivision known as "Snowdens Mill," per plat thereof recorded in the Land Records of Montgomery County, Maryland, in Plat Book 105, Plat 12065.

Parcel "G," in Block "I," and Parcel "J," in Block "J," in a subdivision known as "Snowdens Mill," per plat thereof recorded in the Land Records of Montgomery County, Maryland, in Plat Book 105, Plat 12066.

Parcel "L," in Block "I," and Parcel "N," (save and except that portion of Parcel "N" containing 13,514 square feet granted to the Maryland-National Capital Park and Planning Commission by deed recorded in the aforesaid records in Liber 5224, folio 110), in Block "J," in a subdivision known as "Snowdens Mill," per plat thereof recorded in the Land Records of Montgomery County, Maryland, in Plat Book 105, Plat 12067.

Parcel "X," in Block "G," in a subdivision known as "Snowdens Mill," per plat thereof recorded in the Land Records of Montgomery County, Maryland, in Plat Book 107, Plat 12392.

Parcel "U," and Parcel "T," in Block "K," in a subdivision known as "Snowdens Mill," per plat thereof recorded in the Land Records of Montgomery County, Maryland, in Plat Book 106, Plat 12294.

Parcel "S," in Block "K," in a subdivision known as "Snowdens Mill," per plat thereof recorded in the Land Records of Montgomery County, Maryland, in Plat Book 106, Plat 12292.

Parcel "R," in Block "K," and Parcel "P," in Block "L," in a subdivision known as "Snowdens Mill," per plat thereof recorded in the Land Records of Montgomery County, Maryland, in Plat Book 106, Plat 12291.

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Parcel "DD," in Block "H" a subdivision known as "Snowdens Mill," per plat thereof recorded in the Land Records of Montgomery County, Maryland, in Plat Book 108, Plat 12490.

Parcel "GG," in Block "E," in a subdivision known as "Snowdens Mill," per plat thereof recorded in the Land Records of Montgomery County, Maryland, in Plat Book 108, Plat 12491.

EXHIBIT A CONTINUED

PRC TOUPS CORPORATION
PROJECT NUMBER 1732-047-0
April 24, 1979

DESCRIPTION OF PART OF PARCEL "U"
"SNOWDEN'S MILL"
(Townhouse Section 9 private open space)
AREA = 2.00589 ACRES

All of that piece or parcel of Land situate, lying and being in the 5th Election District of Montgomery County, Maryland and being part of the land conveyed by Snowden's Mill Partnership to Terra-Deka, Inc. a Maryland Corporation, by deed dated September 27, 1977 and recorded among the Land Records of Montgomery County, Maryland in Liber 5012 at Folio 433.

Being part of Parcel U in Block L as shown on a plat of subdivision entitled "Snowden's Mill" and recorded among the aforementioned Land Records in Plat Book 107 on Plat 12395 and being more particularly described as follows:

Beginning at a point on the North 05° 55' 34" West, 104.95 foot line of said Parcel U, 35.94 feet from the beginning thereof, and running

1. North 76° 34' 11" East, 283.46 feet to a point; thence
2. North 67° 25' 06" East, 40.30 feet to a point; thence
3. North 60° 41' 59" East, 294.00 feet to a point on the right of way of Tourmaline Court; thence running along said right of way
4. South 29° 18' 01" East, 126.00 feet to a point; thence
5. 115.58 feet along the arc of a curve to the right, having a radius of 120.00 feet and a chord of South 01° 42' 28" East, 111.16 feet to a point; thence

6. South 25° 53' 06" West, 107.51 feet to a point; thence
7. South 70° 53' 06" West, 35.35 feet to a point; thence running along the right of way line of East Randolph Road (80 ft. wide)
8. North 64° 06' 54" West, 36.65 feet to a point; thence
9. 530.72 feet along the arc of a curve to the left having a radius of 756.20 feet and a chord of North 84° 13' 15" West, 519.90 feet to a point; thence
10. North 05° 55' 34" West, 35.94 feet to a place of beginning, containing 2.00589 acres of land.

Subject to any and all easements, rights of way or covenants of record.

EXHIBIT A CONTINUED

PRC TOUPS CORPORATION
Project No. 1732-047-0
April 24, 1979

DESCRIPTION OF PART OF PARCEL "AA"
AND ALL OF PARCEL "Z"
"SNOWDEN'S MILL"
(Townhouse Section 8 private open space)
AREA = 3.45577

All of those pieces or parcels of Land situate, lying and being in the 5th Election District of Montgomery County, Maryland and being part of the land conveyed by Snowden's Mill Partnership to Terra-Deka, Inc. a Maryland Corporation by deed dated September 27, 1977 and recorded among the Land Records of Montgomery County, Maryland in Liber 5012 at Folio 433.

Being part of Parcel AA and all of Parcel Z in Block B as shown on a plat of subdivision entitled "Snowden's Mill" and recorded among the aforementioned Land Records in Plat Book 107 on Plat 12394 and being more particularly described as follows:

Beginning at the end of the South 19° 20' 13" East, 168.96 foot line of Parcel AA as shown on the aforesaid plat and running

1. North 62° 42' 58" West, 34.27 feet to a point; thence
2. North 68° 21' 31" West, 260.70 feet to a point on the right of way of Serpentine Way; thence running along said right of way
3. 151.34 feet along the arc of a curve to the left, having a radius of 990.00 feet, and chord of North 22° 51' 00" West, 151.19 feet to a point, thence
4. North 27° 13' 46" West, 261.58 feet to a point, thence running along the right of way line of Aventurine Way

5. North 17° 46' 14" East, 35.36 feet to a point, thence
6. 79.26 feet along the arc of a curve to the left, having a radius of 257.80 feet and a chord of North 53° 57' 44" East, 78.95 feet to a point; thence leaving said right of way of Aventurine Way
7. South 44° 50' 45", East, 110.00 feet to a point; thence
8. South 75° 40' 37" East, 196.59 feet to a point; thence
9. South 02° 40' 56" West, 60.00 feet to a point; thence
10. South 75° 50' 14" East, 75.08 feet to a point; thence
11. South 03° 17' 35" West, 197.93 feet to a point; thence
12. South 34° 25' 03" East, 109.78 feet to a point; thence
13. North 73° 34' 23" East, 86.00 feet to a point, on the right of way of Ruxton Road; thence running along said right of way
14. 178.39 feet along the arc of a curve to the left having a radius of 415.00 feet and a chord of South 28° 44' 30" East, 177.03 feet to a point; thence leaving said right of way of Ruxton Road
15. South 48° 56' 36" West, 100.00 feet to a point; thence
16. North 48° 35' 32" West, 45.90 feet to a point; thence
17. North 37° 26' 54" West, 121.44 feet to a place of beginning, containing 3.45577 acres of land.

Subject to any and all easements, rights of way or covenants of record.

EXHIBIT B

PRC TOUPS CORPORATION
Project No. 1732-047-0
April 24, 1979

DESCRIPTION OF PART OF PARCEL "AA"
"SNOWDEN'S MILL"
(Townhouse Section 8 open space)
AREA = 3.13965 ACRES

All of that piece or parcel of Land situate, lying and being in the 5th Election District of Montgomery County, Maryland and being part of the land conveyed by Snowden's Mill Partnership to Terra-Deka, Inc. a Maryland Corporation by deed dated September 27, 1977 and recorded among the Land Records of Montgomery County, Maryland in Liber 5012 at Folio 433.

Being part of Parcel AA in Block B as shown on a plat of subdivision entitled "Snowden's Mill" and recorded among the aforementioned Land Records in Plat Book 107 on Plat 12394 and being more particularly described as follows:

Beginning at the end of the South 19° 20' 13" East, 168.96 foot line of Parcel AA as shown on the aforesaid plat and running

1. South 37° 26' 54" East, 121.44 feet to a point; thence
2. South 48° 35' 32" East, 45.90 feet to a point; thence
3. South 42° 13' 52" East, 135.98 feet to a point; thence
4. South 29° 39' 42" West, 223.54 feet to a point; thence
5. South 38° 30' 49" East, 65.10 feet to a point; thence
6. South 19° 08' 20" West, 100.00 feet to a point; thence
7. North 70° 51' 40" West, 48.89 feet to a point; thence
8. South 19° 08' 20" West, 185.00 feet to a point on the right of way of East Randolph Road (80 feet wide), thence running along said right of way

9. North 70° 51' 40" West, 292.12 feet to a point thence running along the right of way line of Serpentine Way
 10. North 25° 51' 43" West, 35.36 feet to a point; thence
 11. North 19° 08' 20" East, 76.10 feet to a point; thence
 12. 649.85 feet along the arc of a curve to the left, having a radius of 990.00 feet, and a chord of North 00° 20' 02" East, 638.25 feet to a point, thence leaving said right of way of Serpentine Way
 13. South 68° 21' 31" East, 260.70 feet to a place of beginning, containing 5.75402 acres of land
- Saving and excepting therefrom, lots 13 through 58 inclusive as shown on the aforesaid plat of subdivision, (2.61437 Acres).

The area described above intended to be 3.13965 of land.

Subject to any and all easements, rights of way or covenants of record.

EXHIBIT C

PRC TOUPS CORPORATION
Project Number 1732-047-0
April 25, 1979

DESCRIPTION OF PART OF PARCEL "U"
"SNOWDEN'S MILL"
(Townhouse Section 9 open space)
AREA = 6.46369 ACRES

All of that piece or parcel of Land situate, lying and being in the 5th Election District of Montgomery County, Maryland and being part of the land conveyed by Snowden's Mill Partnership to Terra-Deka, Inc. a Maryland Corporation by deed dated September 27, 1977 and recorded among the Land Records of Montgomery County, Maryland in Liber 5012 at Folio 433.

Being part of Parcel U in Block L as shown on a plat of subdivision entitled "Snowden's Mill" and recorded among the aforementioned Land Records in Plat Book 107 on Plat 12395 and being more particularly described as follows:

Beginning at a point on the North 05° 55' 34" West, 104.95 foot line of said Parcel U, 35.94 feet from the beginning thereof, and running

1. North 05° 55' 34" West, 69.01 feet to a point; thence
2. North 37° 48' 27" West, 79.59 feet to a point; thence
3. North 07° 28' 55" West, 131.11 feet to a point; thence
4. North 19° 49' 34" West, 184.85 feet to a point; thence
5. North 05° 55' 34" West, 340.00 feet to a point; thence
6. North 44° 54' 21" East, 230.08 feet to a point; thence
7. North 54° 05' 45" East, 197.14 feet to a point; thence
8. North 84° 04' 25" East, 141.00 (Plat shows 130.84 in error) feet to a point; thence
9. South 65° 55' 02" East, (Plat shows North 65° 55' 02" East, in error) 20.60 feet to a point; thence

10. South 06° 13' 27" West, (Plat shows North 08° 13' 27" East in error) 111.35 feet to a point; thence
11. South 45° 10' 18" East, 38.72 feet to a point; thence
12. South 04° 16' 57" West, 305.74 feet to a point; thence
13. South 03° 44' 53" West, 16.89 feet to a point on the right of way of Tourmaline Court; thence running along said right of way
14. 201.59 feet along the arc of a curve to the left having a radius of 44.00 feet and a chord of South 18° 15' 48" East, 66.16 feet to a point; thence
15. 36.00 feet along the arc of a curve to the right having a radius of 25 feet and a chord of North 71° 08' 13" East, 32.97 feet to a point; thence
16. South 67° 36' 40" East, 20.61 feet to a point; thence
17. South 22° 23' 21" West, 16.00 feet to a point; thence
18. South 67° 36' 39" East, 6.50 feet to a point; thence
19. 80.24 feet along the arc of a curve to the right having a radius of 120.00 feet and a chord of South 48° 27' 20" East, 78.75 feet to a point; thence
20. South 29° 18' 01" East, 279.90 feet to a point; thence leaving said right of way of Tourmaline Court
21. South 60° 41' 59" West, 294.00 feet to a point; thence
22. South 67° 25' 06" West, 40.30 feet to a point; thence
23. South 76° 34' 11" West, 283.46 feet to a point of beginning containing 10.89234 acres of land.

Saving and excepting therefrom, lots 32 through 107 inclusive as shown on the aforesaid plat of subdivision, (4.42865 acres).

The area described above intended to be 6.46369 acres of land.

Subject to any and all easements, rights of way or covenants of record.

SECOND SUPPLEMENTAL DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS SECOND SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS and RESTRICTIONS, made this 29 day of November, 1979, by TERRA-DEKA, INC., a Maryland Corporation, WARD DEVELOPMENT COMPANY, INC., a Maryland Corporation, and WILLIAM L. BERRY HOMES, INC., a Maryland Corporation, hereinafter collectively referred to as the "Declarant."

WITNESSETH:

WHEREAS, by Declaration of Covenants, Conditions and Restrictions (the "Declaration") recorded among the Land Records of Montgomery County, Maryland, in Liber 5338, folio 462, Terra-Deka, Inc., Ward Development Company, Inc., and William L. Berry Homes, Inc., as Co-Declarants, established certain covenants, conditions and restrictions on the real property (the "Property") described in Exhibit A to the Declaration; and

WHEREAS, by Supplemental Declaration of Covenants, Conditions and Restrictions recorded among the aforesaid records in Liber 5396, folio 418, Terra-Deka amended the Declaration by imposing upon itself certain obligations described therein regarding portions of the Property then owned by Terra-Deka; and

WHEREAS, Terra-Deka, Inc., Ward Development Company, Inc. and William L. Berry Homes, Inc., as Co-Declarants, wish to further amend the Declaration with respect to the portions of the Property owned by them in order to obtain approval of the Declaration, as amended, by the Veteran's Administration.

NOW, THEREFORE, Terra-Deka, Inc., Ward Development Company, Inc., and William L. Berry Homes, Inc., as Co-Declarants, for themselves, their successors and assigns, and for the benefit of all the real property described in the Declaration, hereby declare as follows:

1. Article I, Section 9 of the Declaration defines "Rental Project Lot" to be that portion of the Property described as Parcel CC, Block E, in a subdivision known as "Snowdens Mill," per plat thereof recorded in the Land Records of Montgomery County in Plat Book 107, Flat 12393. Section 9 also provides that:

"Rental Project Lot" shall also include any other Lot which may, as permitted by the applicable zoning ordinance, hereafter contain more than one (1) Dwelling Unit.

Declarant hereby agrees and declares that no portion of the Property (other than Parcel CC, Block E) shall be developed as or become a "Rental Project Lot" if the result would be that the total votes of all Rental Project Lots exceeded forty-nine percent (49%) of the total number of votes of all Lots (including all Rental Project Lots) in the Association.

2. Article III, Section 2 of the Declaration provides inter alia that Declarant shall be the Class B member of the Association, but that such membership shall cease upon the happening of either (a) the total Class A votes equalling the total Class B votes or (b) three (3) years from the date of recordation (subject to extension for delays), whichever first occurs. Article IV, Section 3(a)(iii) provides inter alia that Lots owned by Declarant while Declarant is a Class B member shall be assessed at twenty-five percent (25%) of the general or special assessment rate until a Dwelling Unit is completed and occupied on a Lot. In order to prevent budget deficits while Declarant is in control of the Association, Declarant agrees as follows. For any fiscal year of the Association where Declarant is a Class B member, Declarant shall be responsible for maintaining the Common Area of the Association and shall be responsible for funding any deficit in the Association's budget.

3. The covenants herein shall be binding upon Declarant, successors and assigns.

IN WITNESS WHEREOF, the undersigned have executed this Second Supplemental Declaration of Covenants, Conditions and Restrictions as of the day and year first hereinabove written.

ATTEST:

TERRA-DEKA, INC.

William Fisher

By _____
Martin Seldeen, President

WARD DEVELOPMENT COMPANY, Inc.

By _____
Richard E. Ward, President

WILLIAM L. BERRY HOMES, INC.

Helen M. Wald

By _____
William L. Berry, President

STATE OF Maryland :

COUNTY OF Montgomery :

I HEREBY CERTIFY that on this 26th day of November, 1979, before me, a Notary Public, personally appeared Marrin Seldeen, President of TERRA DEKA, INC., and first being duly sworn, testified that he is authorized to execute this Second Supplemental Declaration of Covenants, Conditions and Restrictions on behalf of the aforementioned Corporation, and that the foregoing is the Act of the Corporation.

My Commission Expires:

July 1, 1982

Notary Public Arlene J. Drennan

STATE OF Maryland :

COUNTY OF Montgomery :

I HEREBY CERTIFY that on this 26th day of November, 1979, before me, a Notary Public, personally appeared Richard E. Ward, President of WARD DEVELOPMENT COMPANY, INC., and first being duly sworn, testified that he is authorized to execute this Second Supplemental Declaration of Covenants, Conditions and Restrictions on behalf of the aforementioned Corporation, and that the foregoing is the Act of the Corporation.

My Commission Expires:

7/1/82

Notary Public
Eileen J. Plotkin

STATE OF Maryland :

COUNTY OF Montgomery :

I HEREBY CERTIFY that on this 26th day of November, 1979, before me, a Notary Public, personally appeared William L. Berry, President of WILLIAM L. BERRY HOMES, INC., and first being duly sworn, testified that he is authorized to execute this Second Supplemental Declaration of Covenants, Conditions and Restrictions on behalf of the aforementioned Corporation, and that the foregoing is the Act of the Corporation.

My Commission Expires:

7/1/82

Notary Public
Helen M. Wald

SUPPLEMENTAL DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

This Supplemental Declaration of Covenants, Conditions and Restrictions made this 29
day of August, 1979, by Terra-Deka, Inc., a Maryland corporation,

WITNESSETH

Whereas, by Declaration of Covenants, Conditions and Restrictions (the "Declaration") recorded among the Land Records of Montgomery County, Maryland, in Liber 5338, folio 462, Terra-Deka, Inc., Word Development Company, Inc. and William L. Berry Homes, Inc., as Co-Declarants, established certain covenants, conditions and restrictions on the real property (the "Property") described in Exhibit A to the Declaration; and

Whereas, Snowdens Mill Homeowners Association, Inc. (the "Association") is a Maryland corporation established to own and maintain, pursuant to the Declaration, certain portions of the Property as Common Areas for the use and benefit of all owners of lots in the Property; and

Whereas, Declarant Terra-Deka, Inc. Intends to create three (3) additional homeowners' associations to own and maintain, pursuant to additional declarations of covenants, conditions and restrictions, certain portions of the Property as Common Areas for the parts of the Property to be developed as townhouse projects; and

Whereas, Declarant Terra-Deka, Inc., as owner of the portions of the Property to be conveyed as Common Areas, wishes to set forth, certain terms and conditions concerning said Common Areas; and

Whereas, Declarant Terra-Deka, Inc., as owner of the portions of the Property to be conveyed as Common Areas, wishes to amend the Declaration to correct, an error therein: Parcel A, Block "B," "Snowdens Mill," per plat thereof recorded in said Land Records in Plat Book 105, Plat 12063 was resubdivided into Parcel "AA", and Parcel "Z," Block "B," "Snowdens Mill," per plat recorded in said Land Records in Plat Book 107, Plat 12394. The references to Parcel A, Block B, in Exhibits A and B of the Declaration require amendment.

Now, therefore, Declarant Terra-Deka, Inc., hereby declares as follows:

1. Declarant Terra-Deka, Inc, shall convey to Snowdens Mill Homeowners Association, Inc., as Common Areas, the portion of the Property described in Exhibit A attached hereto.
2. Declarant Terra-Deka, Inc. shall create a homeowners' association for the forty-six (46) townhouse lots described as Lots thirteen (13) through Fifty-eight (58), Block B, "Snowdens Mill," per plat thereof recorded among the Land Records of Montgomery County, Maryland, in Plat Book 107, Plat 12394. The portion of the Property that shall be conveyed by Declarant Terra-Deka, Inc. to said homeowners' association as Common Areas, is that part of Parcel AA, Block B, "Snowdens Mill," per plat recorded in said Land Records in Plat Book 107, Plat 12394, as is described in Exhibit B attached hereto.
3. Declarant Terra-Deka, Inc. shall create a homeowners' association for the seventy-six (76) townhouse lots described as Lots thirty-two (32) through one hundred seven (107), Block L, "Snowdens Mill," per plat recorded in the aforesaid records at Plat Book 107, Plat 12395. The portion of the Property that shall be conveyed by Declarant Terra-Deka, Inc. to said homeowners' association as Common Areas is that part of Parcel U, Block L, "Snowdens Mill," per plat recorded in said records in Plat Book 107, Plat 12395, as is described in Exhibit C attached hereto.
4. Declarant Terra-Deka, Inc., shall create a homeowners' association for the twenty-four (24) townhouse lots described as Lots sixteen (16) through thirty-nine (39), Block (G), "Snowdens Mill," per plat recorded in the aforesaid records at Plat Book 107, Plat 12392. The portion of the Property that shall be conveyed by Declarant Terra-Deka, Inc., to said homeowners' association as Common Areas is Parcel X, Block (G), per plat recorded in said records in Plat Book 107, Plat 12392.
5. The conveyance of said portions of the Property described in paragraphs 1, 2, 3 and 4 shall be in fee simple, free and clear of liens and encumbrances (except as provided in

Article VI, Section 15, of the Declaration) said conveyances shall be made no later than the date upon which Declarant Terra-Deka, Inc. ceases to own any lot.

6. Declarant Terra-Deka, Inc. covenants to complete the facilities (total lots) on Parcel GG, Block E, "Snowdens Mill," per plat thereof recorded among the Land Records in Plat Book 107, Plat 12393, as such facilities are shown on the Site Plan approved by the Maryland-National Capital Park and Planning Commission. Said facilities shall be completed within a reasonable time.

7. The Declaration is amended as follows:

(a) The first page of Exhibit A, recorded at Liber 5338, folio 479, is hereby amended by deleting Parcel "A," In Block "B" from the first paragraph thereof,

(b) Exhibit B, recorded at Liber 5338, Folio 481, is hereby amended by deleting:

"Parcel "A" in Block "B," In a subdivision known as
"Snowdens Mill," per plat thereof recorded in the
Land Records of Montgomery County, in Plat Book 105,
at Plat 12063,"

and inserting in lieu thereof:

"Parcel "B," in Block "F," in a subdivision known
as "Snowdens Mill," per plat thereof recorded in
the Land Records of Montgomery County, in Plat Book
105, at Plat 12064."

8. As herein supplemented and modified, the Declaration shall remain in full force and effect.

In Witness Whereof, Declarant Terra-Deka, Inc. has executed this Supplemental Declaration of Covenants, Conditions and Restrictions on the day and year set forth above.

WITNESS:

TERRA-DEKA, INC.

E. B. Draewell

By _____
Martin Seldeen, President

STATE OF MARYLAND :

COUNTY OF MONTGOMERY :

I HEREBY CERTIFY that on this 29th day of August, 1979, before me, a Notary Public, personally appeared Martin Seldeen, President of Terra-Deka, Inc., and first being duly sworn, testified that he is authorized to execute this Supplemental Declaration of Covenants, Conditions and Restrictions on behalf of the aforementioned Corporation, and that the foregoing is the Act of the Corporation.

My Commission Expires

Notary Public Arlene J. Drennan

July 1, 1982

This is to certify that this instrument was prepared by the undersigned, an attorney duly admitted to practice before the Court of Appeals.

Robert L. Brownell

LIBER 5396 FOLIO 4 2 2

EXHIBIT A

Parcel "C," (save and except that portion of Parcel "C" containing 34,500 square feet granted to the Maryland-National Capital Park and Planning Commission by deed recorded in the aforesaid records In Liber 5224, folio 110), in Block "E," and Parcel "B," in Block "F," in a subdivision known as "Snowdens Mill," per plat thereof recorded in the Land Records of Montgomery County, Maryland, in Plat Book 105, Plat 12054.

Parcel "E," in Block "H," and Parcel "D," and Parcel "F," in Block "I," in a subdivision known as ""Snowdens Mill," per plat thereof recorded in the Land Records of Montgomery County, Maryland, in Plat Book 105, Plat 12065.

Parcel "G," in Block "I," and Parcel "J," in Block "J," in a subdivision known as "Snowdens Mill," per plat thereof recorded in the Land Records of Montgomery County, Maryland, in Plat Book 105, Plat 12066.

Parcel "L," in Block "I," and Parcel "N," (save and except that portion of Parcel "N" containing 13,514 square feet granted to the Maryland-National Capital Park and Planning Commission by deed recorded in the aforesaid records in Liber 5224, folio 110), in Block "J," in a subdivision known as "Snowdens Mill," per plat thereof recorded in the Land Records of Montgomery County, Maryland, in Plat Book 105, Plat 12067.

Parcel "K," in Block "G," in a subdivision known as "Snowdens Mill," per plat thereof recorded in the Land Records of Montgomery County, Maryland, In Plat Book 107, Plat 12392.

Parcel "U," and Parcel "T," in Block "K," in a subdivision known as "Snowdens Mill," per plat thereof recorded in the Land Records of Montgomery County, Maryland, in Plat Book 106, Plat 12294.

Parcel "B," in Block "K," in a subdivision known as "Snowdens Mill," per plat thereof recorded in the Land Records of Montgomery County, Maryland, in Plat Book 106, Plat 12292.

Parcel "R," in Block "K," and Parcel "P," in Block "L," in a subdivision known as "Snowdens Mill," per plat thereof recorded in the Land Records of Montgomery County, Maryland, in Plat Book 106, Plat 12291.

LIBER 5396 FOLIO 4 2 3

Parcel "DD," "in Block "H," in a subdivision known as "Snowdens Mill, per plat thereof recorded in the Land Records of Montgomery County, Maryland, in Plat Book 108, Plat 12490.

Parcel, "GG," in Block "E," in a subdivision known as "Snowdens Mill," per plat thereof recorded in the Land Records of Montgomery County, Maryland, in Plat Book 108, Plat 12491.

LIBER 5396 FOLIO 4 2 4

EXHIBIT A CONTINUED

PRC TOUPS CORPORATION
PROJECT NUMBER 1732-047-0
April 24, 1979

DESCRIPTION OF PART OF PARCEL U"
"SNOWDEN'S MILL"
(Townhouse Section 9 private open space)
AREA = 2.00589 ACRES

All of that piece or parcel of Land, situate, lying and being in the 5th Election District of Montgomery County, Maryland and being part of the land conveyed by Snowden's Mill Partnership to Terra-Deka, Inc. a Maryland Corporation by deed dated September 27, 1977 and recorded among the Land Records of Montgomery County, Maryland in Liber 5012 at Folio 433.

Being part of Parcel U in Block L as shown on a plat of subdivision entitled "Snowden's Mill" and recorded among the aforementioned Land Records in Plat Book 107 on plat 12395 and being more particularly described as follows:

Beginning at a point on the North 05° 55' 34" West 104.95 foot line of said Parcel U, 35.94 feet from the beginning thereof, and running

1. North 76° 34' 11" East, 283.45 feet to a point; thence
2. North 67° 25' 06" East, 40.30 feet to a point; thence
3. North 60° 41' 59" East, 294.00 feet to a point on the right of way of Tourmaline Court; thence running along said right of way
4. South 29° 18' 01" East, 126.00 feet to a point; thence,
5. 115.59 feet along the arc of a curve to the right, having a radius of 120.00 feet and a chord of South 01° 42' 28" East, 111.16 feet to a point; thence

PRC TOUPS CORPORATION
PROJECT NUMBER 1732-047-0
Page 2

6. South 25° 53' 06" West, 107.51 feet to a point; thence
7. South 70° 53' 06" West, 35.35 feet to a point; thence running along the right of way line of East Randolph Road (80 ft. wide)
8. North 64° 06' 54", West, 36.65 feet to a point; thence
9. 530.72 feet along the arc of a curve to the left having a radius of 756.20 feet, and a chord of North 84° 13' 15" West, 519.90 feet to a point; thence
10. North 05° 55' 34" West, 35.94 foot to a place of beginning, containing 2.00589 acres of land.

Subject to any and all easements, rights of way or covenants of record,

LIBER 5396 FOLIO 4 2 6

EXHIBIT A CONTINUED

PRC TOUPS CORPORATION
Project No. 1732-047-0
April 24, 1979

DESCRIPTION OF PART OF PARCEL "AA"
AND ALL OF PARCEL "Z"
"SNOWDEN'S MILL"
(Townhouse Section 9 private open space)
AREA = 3.45577

All of those pieces, or parcels of Land situate, lying and being in the 5th Election District of Montgomery County, Maryland and being part of the land conveyed by Snowden's Mill Partnership to Terra-Deka, Inc. a Maryland Corporation by deed dated September 27, 1977 and recorded among the Land Records of Montgomery County, Maryland in Liber 5012 at Folio 433.

Being part of Parcel AA and all of Parcel Z in Blook B as shown on a plat of subdivision entitled "Snowden's Mill" and recorded among the aforementioned Land Records in Plat Book 107 on Plat 12394 and being more, particularly described as follows:

Beginning at the end of the South 19° 20' 13" East, 168.96 foot line of Parcel AA as shown on the aforesaid plat and running

1. North 62° 42' 58" West, 34.27 feet to a point; thence
2. North 68° 21' 31" West, 260.70 feet to a point on the right of way of Serpentine Way; thence running along said right of way
3. 151.34 feet along the arc of a curve to the left, having a radius of 990.00 feet, and a chord of North 22° 51' 00" West, 151.19 feet to a point, thence
4. North 27° 13' 46" West, 261.58 feet to a point, thence running along the right of way line of Aventurine Way

5. North 17° 46' 14" East, 35.36 feet to a point, thence
6. 79.26 feet along the arc of a curve to the left, having a radius of 257.80 feet and a chord of North 53° 57' 44" East, 78.95 feet to a point; thence leaving said right of way of Aventurine Way
7. South 44° 50' 45", East, 110.00 feet to a point; thence
8. South 75° 40' 37" East, 196.59 feet to a point; thence
9. South 02° 40' 56" West, 60.00 feet to a point; thence
10. South 75° 50' 14" East, 75.08 feet to a point; thence
11. South 03° 17' 35" West, 197.93 feet to a point; thence
12. South 34° 25' 03" East, 109.78 feet to a point; thence
13. North 73° 34' 23" East, 86.00 feet to a point, on the right of way of Ruxton Road; thence running along said right of way
14. 178.39 feet along the arc of a curve to the left having a radius of 415.00 feet and a chord of South 28° 44' 30" East, 177.03 feet to a point; thence leaving said right of way of Ruxton Road
15. South 48° 56' 36" West, 100.00 feet to a point; thence
16. North 48° 35' 32" West, 45.90 feet to a point; thence
17. North 37° 26' 54" West, 121.44 feet to a place of beginning, containing 3.45577 acres of land.

Subject to any and all easements, rights of way or covenants of record.

EXHIBIT B

PRC TOUPS CORPORATION
Project No. 1732-047-0
April 24, 1979

DESCRIPTION OF PART OF PARCEL "AA"
"SNOWDEN'S HILL"
(Townhouse Section 8 open space)
AREA = 3.13965 ACRES

All of that piece or parcel of Land situate, lying and being In the 5th Election District of Montgomery County, Maryland and being part of the land conveyed by Snowden's Mill Partnership to Terra-Deka, Inc. a Maryland Corporation by deed dated September 27, 1977 and recorded among the Land Records of Montgomery County, Maryland in Liber 5012 at Folio 433.

Being part of Parcel AA in Block B as shown on a plat of subdivision entitled "Snowden's Mill" and recorded among the aforementioned Land Records in Plat Book 107 on Plat 12394 and being more particularly described as follows:

Beginning at the end of the South 19° 20' 13" East, 168.96 foot line of Parcel AA as shown on the aforesaid plat and running

1. South 37° 26' 54" East, 121.44 feet to a point; thence
2. South 48° 35' 32" East, 45.90 feet to a point; thence
3. South 42° 13' 52" East, 135.98 feet to a point; thence
4. South 29° 39' 42" West, 223.54 feet to a point; thence
5. South 38° 30' 49" East, 65.10 feet to a point; thence
6. South 19° 08' 20" West, 100.00 feet to a point; thence
7. North 70° 51' 40" West, 48.89 feet to a point; thence
8. South 19° 08' 20" West, 185.00 feet to a point on the right of Way of East Randolph Road (80 feet wide), thence running along said right of way

9. North 70° 51' 40" West, 292.12 feet to a point thence running along the right of way line of Serpentine Way
10. North 25° 51' 43" West, 35.36 feet to a point; thence
11. North 19° 08' 20" East, 76.10 feet to a point; thence
12. 649.85 feet along the arc of a curve to the left, having a radius of 990.00 feet, and a chord of North 00° 20' 02" East, 638.25 feet to a point, thence leaving said right of way of Serpentine Way
13. South 68° 21' 31" East, 260.70 feet to a place of beginning, containing 5.75402 acres of land

Saving and excepting therefrom, lots 13 through 58 inclusive as shown on the aforesaid plat of subdivision, (2.61437 Acres).

The area described above intended to be 3.13965 acres of land.

Subject to any and all easements, rights of way or covenants of record.

LIBER 5396 FOLIO 4 3 0

EXHIBIT C

PRC TOUPS CORPORATION
Project No. 1732-047-0
April 25, 1979

DESCRIPTION OF PART OF PARCEL "U"
"SNOWDEN'S MILL"
(Townhouse Section 9 open space)
AREA = 6.46369 ACRES

All of that piece or parcel of land situate, lying and being in the 5th Election District of Montgomery County, Maryland and being part of the land conveyed by Snowden's Mill Partnership to Terra-Deka, Inc. a Maryland Corporation by deed dated September 27, 1977 and recorded among the Land Records of Montgomery County, Maryland in Liber 5012 at Folio 433.

Being part of Parcel U in Block L as, shown on a plat of subdivision entitled "Snowden's Mill" and recorded among the aforementioned Land Records in Plat Book 107 on Plat 12395 and being more particularly described as follows:

Beginning at a point on the North 05° 55' 34" West, 104.95 foot line of said Parcel U, 35.94 feet from the beginning thereof, and running

1. North 05° 55' 34" West, 69.01 feet to a point; thence
2. North 37° 48' 27" West, 79.59 feet to a point; thence
3. North 07° 28' 55" West, 131.11 feet to a point; thence
4. North 19° 49' 34" West, 184.85 feet to a point; thence
5. North 05° 55' 34" West, 340.00 feet to a point; thence
6. North 44° 54' 21" East, 230.08 feet to a point; thence
7. North 54° 05' 46" East, 197.14 feet to a point; thence
8. North 84° 04' 25" East, 141.00 (Plat shows 130.84 in error) feet to a point; thence
9. South 65° 55' 02" East, (Plat shows North 65° 55' 02" East, in error) 20.60. feet to a point; thence

10. South 06° 13' 27" West, (Plat shows North 08° 13' 27" East in error) 111.35 feet to a point; thence
11. South 45° 10' 18" East, 38.72 feet to a point; thence
12. South 04° 16' 57" West, 305.74 feet to a point; thence.
13. South 03° 44' 53" West, 16.89 feet to a point on the right of Way of Tourmaline Court; thence running along said right of way
14. 201.59 feet along the arc of a curve to the left having a radius of 44.00 feet and a chord of South 18° 15' 48" East, 66.16 feet to a point; thence
15. 36.00 feet along the arc of a curve to the right having a radius of 25.00 feet and a chord of North 71° 08' 13" East, 32.97 feet to a point; thence
16. South 67° 36' 40" East, 20.61 feet to a point; thence
17. South 22° 23' 21" West, 16.00 feet to a point; thence
18. South 67° 36' 39" East, 6.50 feet to a point; thence
19. 80.24 feet along the arc of a curve to the right having a radius of 120.00 feet and a chord of South 48° 27' 20" East, 78.75 feet to a point; thence
20. South 29° 18' 01" East, 279.90 feet to a point; thence leaving said right of way of Tourmaline Court
21. South 60° 41' 59" West, 294.00 feet to a point; thence
22. South 67° 25' 06" West, 40.30 feet to a point; thence
23. South 76° 34' 11" West, 283.46 feet to a point of beginning containing 10.89234 acres of land.

Saving and excepting therefrom, lots 32 through 107 inclusive, as shown on the aforesaid plat of subdivision, (4.42865 acres).

The area described above intended to be 6.46369 acres of land.

Subject to any and all easements, rights of way or covenants of record.

LIBER 5442 FOLIO 5

SECOND SUPPLEMENTAL DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS SECOND SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, made this 29 day of November, 1979, by TERRA-DEKA, INC., a Maryland Corporation, WARD DEVELOPMENT COMPANY, INC., a Maryland Corporation, and WILLIAM L. BERRY HOMES, INC., a Maryland Corporation, hereinafter collectively referred to as the "Declarant."

WITNESSETH

WHEREAS, by Declaration of Covenants, Conditions and Restrictions (the "Declaration") recorded among the Land Records of Montgomery County, Maryland, In Liber 5338, folio 462; Terra-Deka, Inc., Ward Development, Company, Inc., and William L. Berry Homes, Inc., as Co-Declarants, established certain covenants, conditions and restrictions on the real property (the "Property") described in Exhibit A to the Declaration; and

WHEREAS, by Supplemental Declaration of Covenants, Conditions and Restrictions recorded among the aforesaid records in Liber 5396, folio 418, Terra-Deka amended the Declaration by imposing upon itself certain obligations described therein regarding portions of the Property then owned by Terra-Deka; and

WHEREAS, Terra-Deka, Inc., Ward Development Company, Inc. and William L. Berry Homes, Inc., as Co-Declarants, wish to further amend the Declaration with respect to the portions of the Property owned by them in order to obtain approval of the Declaration, as amended, by the Veteran's Administration.

NOW, THEREFORE, Terra-Deka, Inc., Ward Development Company, Inc., and William L. Berry Homes, Inc., as Co-Declarants, for themselves, their successors and assigns, and for the benefit of all the real property described in the Declaration, hereby declare as follows:

1. Article I, Section 9 of the Declaration defines "Rental Project Lot" to be that portion of the Property described as Parcel CC, Block E, in a subdivision known as "Snowdens Mill," per plat thereof recorded in the Land Records of Montgomery County In Plat Book 107, Plat 12393, Section 9 Iso provides that:

"Rental Project Lot" shall also include any other Lot which may, as permitted by the applicable zoning ordinance, hereafter contain more than one (1) Dwelling Unit.

Declarant hereby agrees and declares that no portion of the Property (other than Parcel CC, Block E) shall be developed as or become a "Rental Project Lot" if the result would be that the total votes of all Rental Project lots exceeded forty-nine percent (49%) of the total number of votes of all Lots (including all Rental Project Lots) in the Association.

2. Article III, Section 2 of the Declaration provides inter alia that Declarant shall be the Class B member of the Association, but that such membership shall cease upon the happening of either (a) the total Class A votes equalling the total Class B votes or (b) three (3) years from the date of recordation (subject to extension for delay, whichever first occurs, Article IV, Section 3(a)(iii) provides inter alia that Lots owned by Declarant while Declarant is a Class B member shall be assessed at twenty-five percent (25%) of the general or special assessment rate until a Dwelling Unit is completed and occupied on a lot. In order to prevent budget deficits while Declarant is in control of the Association, Declarant agrees as follows. For any fiscal year of the Association where Declarant is a Class B member, Declarant shall be responsible for maintaining the Common Area of the Association and shall be responsible for funding any deficit in the Association's budget.

3. The covenants herein shall be binding upon Declarant, successors and assigns.

IN WITNESS WHEREOF, the undersigned have executed this Second Supplemental Declaration of Covenants, Conditions and Restrictions as of the day and year first hereinabove written.

ATTEST:

TERRA-DEKA, INC.

William Fisher

By: _____
Martin Seldeen, President

WARD DEVELOPMENT COMPANY, INC.

By: _____
Richard E. Ward, President

WILLIAM L. BERRY HOMES, INC.

Helen M. Wald

By: _____
William L. Berry, President

LIBER 5442 FOLIO 5 7 2

STATE. OF Maryland :

COUNTY OF Montgomery :

I HEREBY CERTIFY that on this 26th day of November, 1979, before me, a Notary Public, personally appeared Martin Seldeen, President of TERRA-DEKA, INC., and first being duly sworn, testified that he is authorized to execute this Second Supplemental Declaration of Covenants, Conditions and Restrictions on behalf of the aforementioned Corporation, and that the foregoing is the Act of the Corporation.

My Commission Expires:

Notary Public Arlene J. Drennan

July 1, 1982

STATE OF Maryland :

COUNTY OF Montgomery :

I HEREBY CERTIFY that on this 26th day of November, 1979, before me, a Notary Public, personally appeared Richard E. Ward, President of WARD DEVELOPMENT COMPANY, INC., and first being duly sworn, testified that he is authorized to execute this Second Supplemental Declaration of Covenants, Conditions and Restrictions on behalf of the aforementioned Corporation, and that the foregoing is the Act of the Corporation.

My Commission Expires:

7/1/82

Notary Public
Eileen J. Plotkin

STATE OF Maryland :

COUNTY OF Montgomery :

I HEREBY CERTIFY that on this 26th day of November, 1979, before me, a Notary Public, personally appeared William L. Berry, President of WILLIAM L. BERRY HOMES, INC., and first being duly sworn, testified that he is authorized to execute this Second Supplemental Declaration of Covenants, Conditions and Restrictions on behalf of the aforementioned Corporation, and that the foregoing is the Act of the Corporation.

My Commission Expires:

7/1/82

Notary Public
Helen M. Wald

CORRECTIVE AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

This Corrective Amendment to Declaration of Covenants, Conditions and Restrictions, made this 26th day of March, 1981, by Terra-Deka, Inc., a Maryland corporation (the "Declarant").

Witnesseth

Whereas, by Declaration of Covenants, Conditions and Restrictions (the "Declaration") dated April 23, 1979 and recorded on June 15, 1979 in the Land Records of Montgomery County, Maryland, in Liber 5338, folio 462, Declarant subjected certain lots described therein to covenants, conditions, and restrictions; and

Whereas, Exhibit A of the Declaration referred to lots and parcels shown on the subdivision plat of "Snowdens Mill" recorded in the aforesaid records in Plat Book 108, Plat 12490, is being intended that all lots and parcels on said plat be subjected to the Declaration; and

Whereas, said Exhibit A to the Declaration erroneously referred to Lots One (1) through Eight (8) in Block "H", which do not exist, rather than to Lots Ten (10) through Seventeen (17), Block "H", as are actually shown on said plat.

Now, therefore, in consideration of the promises and other good and valuable considerations, and in order to correct the error on Exhibit A to the Declaration, Declarant hereby declares as follows:

1. Declarant, as the owner of Lots Ten (10) through Seventeen (17), both Inclusive, in Block "H" in a subdivision known as "Snowdens Mill", per plat thereof recorded among the Land Records of Montgomery County in Plat Book 108, Plat 12490, hereby declares that Exhibit A of the Declaration erroneously refers to "Lots One (1) through Eight (8), both inclusive in Block "H", on said plat, when in fact said lots do not exist on said plat, and Declarant further declares that it was and is its intent to subject lots Ten (10) through Seventeen (17), both Inclusive, in Block "H" as shown on said plat to the Declaration.

LIBER 5676 FOLIO 8 7 2

2. Exhibit A of the Declaration is hereby corrected by deleting the reference to lots One (1) through Eight (8) in Block "H" on the plat of "Snowdens Mill" recorded in Plat Book 108, Plat 12490, and by substituting in lieu thereof Lots Ten (10) through Seventeen (17), both Inclusive, in Block "H", as shown on said plat.

In Witness Whereof, this Corrective Amendment to Declaration of Covenants, Conditions and Restrictions has been executed and sealed as of the day and year first above written.

TERRA-DEKA, INC.

E.B .Draewell , Asst. Sec.

By _____
William Fisher, Vice President

STATE OF MARYLAND :

COUNTY OF MONTGOMERY: to wit:

On this the 26th day of March, 1981, before me, Arlene J. Timmick, the undersigned officer, personally appeared William Fisher who acknowledged himself to be the Vice-Pres. of Terra-Deka, Inc., a corporation, and that he, as such Vice-Pres. being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Vice-President.

In witness whereof I have hereunto set my hand and official seal.

Notary Public

My Commission Expires:

July 1, 1982