

DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, Made this \_\_\_\_\_ day of June, 1990, by Trafalgar House Property, Inc., a Delaware corporation, formerly known as Trafalgar House Real Estate, Inc., a Delaware corporation, successor to Capital Homes Maryland, Inc., a Maryland corporation, also known of record as Capital Homes, Inc., a Maryland corporation, hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant is the Owner of certain property in Prince George's County, Maryland, which is more particularly described and set out in EXHIBIT A attached hereto; and

WHEREAS, Declarant desires to create thereon a residential community with permanent common areas and community facilities for the benefit of said community; and

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

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

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

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

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to COLLINGTON MANOR HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

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

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

Section 4. "Common Area" shall mean all real Property (including the improvements thereto) owned by the Association for the common

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PRINCE GEORGE'S COUNTY, MD.  
NO TRANSFER TAX TO BE COLLECTED  
DATE 6-19-90 BY [Signature]

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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 as follows:

All that Property as more fully described in "EXHIBIT B" attached hereto.

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

Section 6. "Declarant" shall mean and refer to Capital Homes Maryland, Inc., its successors and assigns, if such successors and assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7. "Mortgagee" shall mean any mortgagee or trustee under a Deed of Trust which has a lien on a Lot.

Section 8. "Dwelling" shall mean and refer to a structure now or hereafter erected upon and attached to a Lot, which structure is to be used solely for single-family residential occupancy.

Section 9. "Recreation Association" shall mean and refer to Collington Manor Recreation Association, Inc., its successors and assigns. This Association shall be a member of the Recreation Association as set forth in the Articles of Incorporation of the Recreation Association.

Section 10. "Recreational Facilities" shall mean and refer to the pool and related facilities and the tennis courts owned and operated by Collington Manor Recreation Association, Inc.

## 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 and Recreational Facilities 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 levy annual and special assessments for the maintenance of the Common Area and to charge reasonable admission and other fees for the use of any recreational facility which may be situated upon the Common Area;

(b) the right of the Association to suspend a Member's voting rights and the right to use the recreational facilities (1) for any period during which assessments against his or her Lot remain unpaid and (2) for a period not to exceed sixty (60) days for any violation of its published rules and regulations. Assessments shall continue during any suspension period;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public 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 an instrument agreeing to such dedication or transfer signed by members entitled to cast two-thirds (2/3) of the votes of each class outstanding has been recorded;

(d) the right of the Association, through its Board of Directors, to (1) limit from time to time the number of guests which any Member may allow to use the Common Area or any recreational facility which might be established on the Common Area, and (2) to establish uniform rules and regulations pertaining to the use of the Common Area and facilities thereon;

(e) the right of the Association, in accordance with its Articles and By-Laws, and with the assent of two-thirds (2/3) of the votes of each class of Members expressed at a meeting duly

called for such purpose at which a quorum is present, to borrow money for the purpose of improving the Common Area and facilities thereon and in aid thereof, with the further assent evidenced by two-thirds (2/3) of the votes of each class of the Members to mortgage said Common Area and the rights of such mortgagee in said Common Area shall be superior to the general rights of the homeowners hereunder; in the event of a default upon any such mortgage, the Lender's rights shall be limited to a right, after taking possession of such area, to charge admission and other fees as a condition to continued enjoyment by the Members until the mortgage debt is satisfied, whereupon the possession of such area shall be returned to the Association and all rights of the Members shall be fully restored; provided that, under no circumstances shall the rights of the Members of ingress, egress, and parking be affected by any such default.

(f) the right of Declarant (and its sales agents and representatives) to the non-exclusive use of the Common Area for purposes of display, exhibit, and advertisement, is hereby reserved. Such reservation shall be for a period of not more than ten (10) years after the conveyance of the first Common Area to the Association, or the sale of all the residential Lots within the Property, whichever is the earlier; PROVIDED, HOWEVER, that if the Declarant is delayed in the improvement and development of the Property on account of a sewer, water, or building permit moratorium or by any other cause or event beyond the Declarant's control, then the aforesaid ten (10) year period shall be extended by a period of time equal to the length of the delays or three (3) years, whichever is less; provided, further, that no such use by Declarant or its sales agents or representatives shall unreasonably restrict the Members in their use and enjoyment of the Common Area.

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

Section 3. Encroachment. In the event any portion of the Common Area encroaches upon any Lot or Dwelling or any Lot or Dwelling encroaches upon the Common Area, as a result of the construction, reconstruction, repair, shifting, settlement or movement of any portion of the Property, a valid easement for the encroachment and for the maintenance of the same shall exist so long as the encroachment exists.

Section 4. Leases. Any lease agreement between an Owner and a lessee shall be required to provide that the terms of the lease shall be subject in all respects to the provisions of the Declaration, Articles of Incorporation, and the By-Laws, and that any failure by the lessee to comply with the terms of such documents shall be a default under the lease. All leases shall be required to be in writing, and for a term of not less than one (1) year. The lease shall in no way relieve the Owner of any duty or obligation imposed by this Declaration.

Section 5. Rules and Regulations. Each Owner shall fully and faithfully comply with the rules, regulations and restrictions applicable to use of the Common Area, as these rules, regulations and restrictions are from time to time adopted by the Association for the safety, care, maintenance, good order and cleanliness of the Common Area. Each Owner shall comply with the covenants, agreements and restrictions imposed by this Declaration on the use and enjoyment of the Common Area.

### ARTICLE III

#### MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to assessment shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. The foregoing does not include

any person or entity having such record interest merely as security for the performance of an obligation of another.

Section 2. The Association shall have two classes of voting Membership.

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

Class B. Class B Member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B Membership shall cease and be converted to Class A Membership on the first to occur of the following events:

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

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

Section 3. Notice and Quorum. Written notice of any Membership meeting called for the purpose of taking any action authorized by this Declaration shall be sent to all Members in the written format provided by the By-Laws not less than 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 Class A votes and sixty percent (60%) of Class B votes shall constitute a quorum. If the required quorum is not present, another meeting shall 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.

#### 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 or other form of conveyance, 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 assessment, however, for the Declarant for any vacant Lot, or any Lot on which there is an unfinished dwelling, shall be twenty-five percent (25%) of the assessment levied against improved Lots of transferee Class A Members. For so long as the Declarant owns Lots which are assessed at twenty-five percent (25%) it shall fund all budget deficits of the Association. The annual and special assessments, together with interest, costs and reasonable

attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Property against which each such assessment is made. Each such assessment, together with any late fees imposed by the Association, interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person or entity who was the Owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his or her successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents of the Property, for the improvement and maintenance of the Common Area, and of the Dwellings situated upon the Property if and when necessary to carry out the Association's power to provide emergency exterior maintenance, and any other purposes or functions permitted for exempt organizations under Section 501 (c)(3) and (4) of the Internal Revenue Code, as amended.

In addition, assessments levied hereunder shall be used by the Association to pay the mandatory assessment of the Recreation Association as set forth in the Articles of Incorporation of the Recreation Association.

The assessments shall include an adequate reserve fund for maintenance, repairs and replacement of those elements of the Common Area that must be replaced on a periodic basis and are payable in regular installments rather than by special assessments.

Section 3. Maximum Annual Assessment. Until January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Six Hundred Dollars (\$600.00) per Lot.

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

(b) The Board of Directors may fix the annual assessment at an amount not to exceed the maximum.

(c) 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 effective January 1 of each year above said maximum of ten percent (10%) for the next succeeding three (3) years and at the end of each such period of three (3) years, for such succeeding periods of three (3) years; provided that any such change shall have the assent of Members entitled to cast two-thirds (2/3) of each class of votes at a meeting duly called for this purpose. The limitations hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.

(d) After consideration of current maintenance costs and future needs of the Association, the Board of Directors shall fix the annual assessment at an amount not in excess of the maximum permissible.

(e) Until positive action to the contrary is taken by the Board of Directors, the maximum and minimum annual assessment for each Lot shall be Six Hundred (\$600.00) due and payable January 1 of each calendar year in advance for the ensuing twelve (12) month period except as otherwise herein qualified.

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, when levied, shall contain the terms and method of payment therefor and shall have been previously approved by the assent of the Members entitled to cast two-thirds (2/3) of the votes of each class, who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Capital Contributions. To provide the Association with initial working capital, each Class A Owner shall pay to the Association at settlement on his Lot an amount equal to one sixth (1/6) of the annual assessment.

Section 6. Uniform Rate of Assessment. Both annual and special assessments shall be fixed at a uniform rate for all Lots except for the special condition regarding Declarant in Article IV, Section 1 hereof.

Section 7. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the first Lot by the Declarant to a Class A Member. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. Notices sent to the Dwelling to which such assessment applies shall be deemed to have been sent to the Owner. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance. The annual assessments provided for herein in respect to any land which may be annexed to the Property, as set forth in Article IX hereof, shall commence as to the Lots on such land on the first day of the month following the conveyance for residential use on the first Lot in said annexed land by the Declarant to a Class A Member.

Section 8. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the maximum interest rate allowed by Maryland law per annum and the Board of Directors shall have the right to declare the entire balance of the annual assessment and accrued interest thereon to be immediately due and payable with notice of exercise of such right being waived by Owner. The Association may bring an action at law against the Owner personally obligated to pay the same, or establish and foreclose the lien against the Property with interest, costs, and reasonable attorneys' fees for any such action added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of a Lot.

Section 9. Subordination of the Lien Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any first mortgage pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. Any personal liability of a delinquent Lot Owner hereunder is not thereby affected.

Section 10. Exempt Property. All property dedicated to and

accepted by a local public authority and all property, including the "Common Area", owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Maryland shall be exempt from the assessments created herein except no land or improvements devoted to dwelling use shall be exempt from said assessments.

#### ARTICLE V

#### ARCHITECTURAL CONTROL

Section 1. Architectural Control Committee (the "ACC"). Except for construction and/or development by the Declarant, and except for any improvements to any Lot or to the Common Area accomplished by the Declarant concurrently with said construction and/or development, and except for purposes of proper maintenance and repair, no building, fence, wall or other improvement or structure including the planting of any trees or shrubbery shall be commenced, directed, placed, moved, altered or maintained upon the Property, nor shall any exterior addition to or change (including any change of color) or other alteration thereupon be made until the complete plans and specifications showing the location, nature, shape, height, material, color, type of construction and/or any other proposed form of change (including, without limitation, any other information specified by the ACC) shall have been submitted to and approved in writing as to safety, harmony of external design, type and grade of material, color and location in relation to surrounding structures and topography and conform with the design concept for the community by the ACC.

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

Section 2. Operation. The Board of Directors shall appoint an ACC. The ACC shall be composed of three (3) or more natural persons designated from time to time by the Board of Directors of the Association and such persons shall serve at the pleasure of the Board of Directors. The affirmative vote of a majority of the members of the ACC shall be required in order to adopt or promulgate any rule or regulation, or to make any finding, determination, ruling or order, or to issue any permit, consent, authorization, approval or the like pursuant to the authority contained in this Article V.

Section 3. Approvals, etc.

(a) Upon approval by the ACC of any plans and specifications submitted pursuant to the provisions of this Article V, a copy of such plans and specifications, as approved, shall be deposited among the permanent records of the ACC and a copy of such plans and specifications bearing such approval, in writing, shall be returned

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

(b) Notwithstanding any provision to the contrary in this Declaration, nothing shall be constructed in the Common Area without the prior approval of Prince George's County or any other appropriate governmental entity.

Section 4. Limitations. Construction or alterations in accordance with plans and specifications approved by the ACC pursuant to the provisions of this Article V shall be commenced within six (6) months following the date upon which the same are approved by the ACC (whether by affirmative action or by forbearance from action, as provided in Section 3 of this Article V), and shall be substantially completed within twelve (12) months following the date of commencement, or within such other period as the ACC shall be conclusively deemed to have lapsed and compliance with the provisions of this Article V shall again be required. There shall be no deviation from the plans and specifications approved by the ACC without its prior consent in writing. Approval of any particular plans or specifications or design shall not be construed as a waiver of the right of the ACC to disapprove such plans and specifications which are subsequently submitted for use in any other instance. This will not release any Owner from obtaining any necessary permits required by the City, County, or State.

Section 5. Certification of Compliance. Upon the completion of any construction or alterations or other improvements or structure in accordance with plans and specifications approved by the ACC in accordance with the provisions of this Article V, the ACC shall, at the request of the Owner thereof, issue a certificate of compliance which shall be prima facie evidence that such construction, alteration or other improvements referenced in such certificate have been approved by the ACC and constructed or installed in full compliance with the provisions of this Article V and with such other provisions and requirements of the Declaration as may be applicable.

Section 6. Rules and Regulations. The ACC may from time to time adopt and promulgate such rules and regulations regarding the form and content of plans and specifications to be submitted for approval and may publish and/or record such statements of policy, standards, guidelines and/or establish such criteria relative to architectural styles or details, colors, set-backs, materials or other matters relative to architectural control and the protection of the environment, as it may consider necessary or appropriate. No such rules, regulations, statements, criteria, or the like shall be construed as a waiver of the provisions of this Article V or any other provision or requirement of this Declaration. The ACC may charge and collect a reasonable fee for the examination of any plans and specifications submitted for approval pursuant to the provisions of this Article. The decisions of the ACC shall be final except that any Member who is aggrieved by any action or forbearance from action by it (or by any policy, standards or guidelines established by the ACC) may appeal the decision of the ACC to the Board of Directors and, upon the request of such Member, shall be entitled to a hearing before the Board of Directors of the Association.

Section 7. Approvals. The ACC shall have the right to disapprove any plans and specifications submitted hereunder in its absolute discretion for any reason whatsoever including, by way of example and not of limitation, the following:



- (a) the failure of such plans or specifications to comply with any of these Covenants;
- (b) failure to include information in such plans and specifications as may have been reasonably requested;
- (c) objection to the exterior design, appearance or materials of any proposed Structure;
- (d) incompatibility of any proposed Structure or use with existing structures or uses upon other Lots;
- (e) objection to the location of any proposed Structure upon any Lot or with reference to other Lots;
- (f) objection to the grading and landscaping plans for any Lot;
- (g) objection to the color scheme, finish, proportions, style of architecture, height, bulk or appropriateness of any proposed Structure;
- (h) objection to parking areas, driveways and walkways proposed for any Lot on the grounds of (i) incompatibility to proposed uses and structures on the Property or (ii) the insufficiency of the size of parking areas in relation to the proposed use of the Lot; or
- (i) any other matter which, in the judgment of the ACC, would render the proposed structure, structures or uses inharmonious with the general plan of improvement of the Property or with structures or uses located or proposed thereon.

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

Section 8. Violations. If any structure shall be altered, erected, placed or maintained upon any Lot, or any new use commenced on any Lot, otherwise than in accordance with plans and specifications approved by the ACC pursuant to the provisions of this Article V, such alteration, erection, maintenance or use shall be deemed to have been undertaken in violation of this Article V and without the approval required herein, and, upon written notice from the ACC, any such structure so altered, erected, placed or maintained upon any Lot in violation hereof shall be removed or re-altered, and any such use shall be terminated so as to extinguish such violation.

If within fifteen (15) days after the notice of such a violation the Owner of the Lot upon which such violation exists shall not have taken reasonable steps toward the removal or termination of the same, Declarant (or the Association by written delegation of right and authority from Declarant) during the Development Period and thereafter the Association shall have the right (but not the obligation), through its agents and employees, to enter upon such Lot and to take such steps as may be necessary to extinguish such violation and the cost thereof shall be a binding, personal obligation of such Owner as well as a lien, established and enforced by the Association or the Declarant, as the case may be (in accordance with the Maryland Contract Lien Act), upon the Lot in question. In the event of such action of the Association during the Development Period, such entity shall act only in its own right pursuant to any subdelegation and shall not act as an agent of Declarant for such purpose. The lien provided in this Section 8 shall be in favor of the entity acting but shall not be valid as against a bona fide purchaser (or bona

vide mortgagee) of the Lot in question unless a Statement of Lien shall have been filed among the Land Records of Prince George's County, in accordance with the Maryland Contract Lien Act, prior to the recordation among said Land Records of Prince George's County of the deed (or mortgage) conveying the Lot in question to such purchaser (or subjecting the same to such mortgage).

#### ARTICLE VI

##### COVENANTS FOR MAINTENANCE

Section 1. Each Owner shall keep all Lots owned by him, and all improvements therein or thereon, in good order and repair, including but not limited to, the seeding, watering and mowing of all lawns, all sidewalks, the pruning and cutting of all trees and shrubbery and the painting (or other appropriate external care) of all buildings, structures and other improvements, all in a manner and with such frequency as is consistent with good property management. If, in the opinion of the ACC, as hereinafter defined, any Owner fails to perform the duties imposed by the preceding sentence, Declarant (or the Association by written delegation of right and authority from Declarant) during the Development Period and thereafter the Association, after approval by a majority decision of the Board of Directors, and after fifteen (15) days' written notice to the Owner to remedy the condition in question, shall have the right (but not the obligation), through its agents and employees, to enter upon the Lot in question and to repair, maintain, repaint and restore the Lot or such improvements and the cost thereof shall be a binding, personal obligation of such Owner as well as a lien, established and enforced by the Association or Declarant, as the case may be (in accordance with the Maryland Contract Lien Act), upon the Lot in question. In the event of such action by the Association during the Development Period, such entity shall act only in its own right pursuant to any such delegation and shall not act as an agent of Declarant for such purpose.

Section 2. The lien provided in Section 1 hereof shall be in favor of the entity acting but shall not be valid as against a bona fide purchaser (or bona fide mortgagee) of the Lot in question unless a Statement of Lien shall have been filed among the Land Records of Prince George's County, in accordance with the Maryland Contract Lien Act, prior to the recordation among said Land Records of Prince George's County of the deed (or mortgage) conveying the Lot in question to such purchaser (or subjecting the same to such mortgage).

#### ARTICLE VII

##### EASEMENTS AND USE RESTRICTIONS

Section 1. Use Restrictions. The following shall be restrictions on the use of the Property and such restrictions shall run with and bind the land:

(a) None of the Lots shall be used for any purpose other than for a single family attached residential dwelling use except as follows:

(i) An outside storage building to be used solely by residents of such Lot shall be permitted as approved in writing by the Board or the ACC; and

(ii) Any part of any Dwelling may, with the prior written approval of the Board and the ACC, be used for non-residential purposes (e.g. physician's office) provided such use complies with all laws, rules, regulations, and/or ordinances.

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

(c) Roof top television antennas and satellite dishes are

prohibited.

(d) No amateur radio transmission antenna shall be erected without prior approval of the ACC. The plan shall show location, height and configuration of the equipment and, if approved, shall be installed in such a manner so as not to interfere with other Owners' radio or television reception and so as not to present any electrical hazard.

(e) No boats or cradles, trailers or unlicensed or abandoned vehicles may be parked in streets, driveways, yards, or parking areas for more than twenty-four (24) hours. The Association may designate, but is not required to so designate, a specific area for such parking.

(f) No trucks of a capacity of one ton or more, or buses, shall be regularly parked on the Property.

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

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

(i) No Lot shall be split, divided, or subdivided for sale, resale, gift, transfer or otherwise.

(j) No facilities, including poles and wires, for the transmission of electricity, telephone messages and the like shall be placed or maintained above the surface of the ground on any Lot, and no external or outside antennas of any kind shall be maintained.

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

(l) No planting (other than flowers and small bushes that do not and will not exceed three (3) feet in height) or digging may take place anywhere within or upon any Lot or elsewhere on the Property. [NOTE: The Property contains underground electrical, sewer, water and other utility lines].

(m) No trees or bushes of any kind shall be removed from any Lot without the express written authorization of the ACC.

(n) No lumber, metals, bulk materials, garbage, refuse or trash shall be kept, stored or allowed to accumulate on any Lot (other than in an approved structure); (ii) No Lot shall be used or maintained as a dumping ground for any material; (iii) Trash, garbage or other waste shall not be kept on any Lot except in sanitary containers. All equipment and containers for the storage or disposal of such material shall be kept in a good, clean and sanitary condition; (iv) During construction of any improvements on the Property, the Owner shall keep any construction site free of unsightly accumulations of rubbish and scrap materials, and construction materials, trailers, shacks and the like employed in connection with such construction shall be kept in a neat and orderly manner; (v) If trash or other refuse is to be disposed of by being picked up and carried away on a regular and recurring basis, containers may be placed in the open on any day that a pickup is to be made, at such place on the Lot so as to provide access to persons making such pickup. At all other times, such containers shall be stored in such a manner so that they cannot be

seen from adjacent and surrounding property; (vi) The ACC, in its discretion, may adopt and promulgate reasonable rules and regulations relating to the size, shape, color and type of containers permitted and the manner of storage of the same on the Property.

(o) No water pipe, gas pipe, sewer pipe or drainage pipe shall be installed or maintained on any Lot above the surface of the ground, except garden hoses. No Lot shall be used for the purpose of boring, mining, quarrying, exploring for or removing oil or other hydrocarbons, minerals, gravel or earth.

(p) No fuel driven vehicles may be driven or parked in the Common Areas, except in such part of the Common Areas, if any, specifically set aside for driving and/or parking.

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

(r) Each Lot (including the yard and the improvements contained thereon) must be regularly maintained and repaired, and kept in a neat, clean and sanitary condition. All grass, and shrubbery on any Lot must be regularly cut or trimmed. No boxes, bottles, cans, leaves, bedding, building materials, garbage, trash, tires, appliances or other unsightly debris may be left outside on the Lot. Except for lawn furniture used on a Lot, nothing may be stored outside. A patio may not be used for storage of any kind.

(s) Trash, garbage or other waste shall not be kept on any Lot except in sanitary containers and such shall not be visible from the streets. All containers or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. If a central trash collection area is designated, the Association may regulate the use of such trash enclosures.

(t) The Common Area shall be limited in use to and for, and only for, parks and recreational purposes, parking and ingress or egress purposes, and such other purposes authorized by the Association or its Board of Directors.

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

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

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

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

thereon.

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

(w) Nothing contained in this Article VII shall be construed to limit in any way the rights and powers of the Board of Directors or the ACC to: (i) approve or disapprove of the erection of buildings, fences, walls, or other structures or of changes or alterations to the Property as more fully provided in Article V hereof, or (ii) to change, amend, formulate, publish and enforce reasonable rules and regulations for the use and enjoyment of the Common Area.

Section 2. Fence and Entrance Structures. The Declarant (or the Association by written delegation of rights and authority from Declarant) while Declarant is developing the Property and thereafter, the Association is hereby granted an easement over the portion of the Property shown on EXHIBITS C-1 through C-4 attached hereto which has been designated as "Easement Area" for the purpose of constructing, erecting and maintaining entrance signs and fences as located on EXHIBITS C-1 through C-4. No Owners may attempt to dismantle, remove alter or change in any way the structures located on the Easement Area without the express written authority of the Board of Directors.

Section 3. Day Care. Notwithstanding anything contained herein to the contrary, any Owner may use his or her residence as a Family Day Care Home ("Home") (as defined in Title 5, Subtitle 5 of the Family Law Article of the Annotated Code of Maryland, as amended from time to time) subject to the following requirements:

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

(b) The Owner or Day Care Provider shall obtain the liability insurance described in Article 48A, Section 481D of the Annotated Code of Maryland, in at least the minimum amount described in that Section. The Owner or Day Care Provider may not operate the Home without the liability insurance described herein, and shall present proof of insurance to the Board of Directors before establishing and operating the Home. The Association may not require the Owner or Day Care Provider to obtain insurance in an amount greater than the minimum amounts set forth in the Code Section set forth above.

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

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

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

Section 4. Utilities. The rights and duties with respect to sanitary and water, cable television, electricity, gas and telephone lines and other common utilities 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 such installation lies, to repair, replace, and generally maintain said installation.

(b) The right granted in subparagraph (a) above shall be limited to the extent necessary to entitle the Owner or the Association serviced by such installation to its full reasonable use and enjoyment, and provided further that anyone exercising such right shall be responsible for restoring the surface of 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 such installations, or with respect to 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. Any change caused by such rebuilding shall be subject to prior written approval of Prince George's County.

(d) Easements over the Property for the installation and maintenance of electric, telephone, cable television, water, gas, drainage and sewer lines and facilities and the like are hereby reserved to the Declarant, together with the right to grant and transfer the same during such time that Declarant is the Owner of any part or all of the Property. Declarant also reserves the right to enter upon the Common Areas and Lots for the purpose of completing the improvements thereon, and for the further purpose of carrying out any obligations which it may have, or assume, with respect to the curing of any defects in workmanship or materials in the Property or the improvements thereon or to correct any condition which adversely affects the Property or any portion thereof.

Section 5. Limitation of Use of Easement Areas. In those strips of parcels of land designated on the Subdivision Plat as "easement" areas or otherwise designated as easement areas elsewhere in this Declaration or otherwise, no structure shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the directional flow of drainage channels or obstruct or retard the flow of water through drainage channels. The reserved easement areas of each Lot and all improvements thereon (except improvements, installations or maintenance for which a public authority or utility company is responsible) shall be maintained by the Owner of the Lot.

Section 6. Reservation by Declarant. The Declarant hereby reserves unto itself, its successors and assigns, the right to relocate, change or modify, from time to time, any and all streets, roadways and utility easements which may be located within the Common Area and to create new streets, roadways and utility easements therein. In addition, Declarant expressly reserves the right to enter upon any part of the Common Area for any and all purposes reasonably related to the construction of improvements on any Lot in the Property, and if necessarily and reasonably related to completion of the aforementioned improvements or the Common Area, to store building supplies, construction equipment and other

similar property on the Common Area.

Declarant further expressly reserves unto itself, its successors and assigns, in addition to the above, an easement of ingress and egress for the benefit of the Declarant, its employees, subcontractors, successors and assigns, over and upon the front, side and rear yards of all Lots, as may be expedient or necessary for the construction, servicing and completion of dwellings and landscaping upon Lots adjacent to the subject Lot, provided that such easement shall terminate upon the first to occur of (a) sixty (60) days after the final completion of all dwellings and landscaping upon all Lots adjacent to the subject Lot, or (b) ten (10) years after the date of recordation of this Declaration.

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

While Declarant is developing the Property, real estate sales and construction offices, displays, signs and special lighting may be erected, maintained and operated by Declarant on any part of the Common Area and on or in any building or structure now or hereafter erected thereon.

Section 7. Sales Office, Etc. Nothing contained in this Declaration shall be construed to in any way limit the right of Declarant to use any Lot owned by Declarant or the Common Area for the purpose of a construction office, sales office, and/or for model and display purposes and for the carrying out of the above activities, and/or storage compound and parking lot for sales, marketing, and construction.

Section 8. Lot Lines. The Declarant, for itself, its successors and assigns, reserves the right to alter, amend, and change any Lot lines or subdivision plat prior to transfer of any Lot pursuant to a recorded subdivision plat. In addition, Declarant reserves the right to alter Lot lines between Lots owned by it at any time.

#### ARTICLE VIII

##### COMMON AREA

Section 1. Grant. The Association shall have acquired title to the Common Area shown on a subdivision plat which is subject to this Declaration not later than the date the first Lot shown on the subdivision plat which is improved by a Dwelling is conveyed to an Owner. At the time of the conveyance the Common Area shall be free of any mortgages, judgment liens, or similar liens or encumbrances.

Section 2. Reservations. The Association shall hold the Common Area conveyed to it subject to the following:

(a) The reservation, to the Declarant, its successors and assigns, of the beds, in fee, of all streets, avenues and public highways shown on the subdivision plat which includes the Common Area so conveyed.

(b) The reservation to the Declarant, its successors and assigns, of the right to lay, install, construct, and maintain, on, over, under or in those strips across land designated on the

subdivision plat, as "Drainage and Utility Easement", "Sewer Easement", "Drainage and Sewer Easement", "Open Space", and "Area Reserved for Future Road", or otherwise designated as an easement area, or on, over, under, or in any portion of any Common Area, pipes, drains, mains, conduits, lines, and other facilities for water, storm sewer, sanitary sewer, gas, electric, telephone, and other public utilities or quasi-public utilities deemed necessary or advisable to provide adequate service to any Lot now or hereafter laid out or established on the Property, or the area in which the same is located, together with the right and privilege of entering upon the Common Area for such purposes and making openings and excavations therein.

(c) The reservation to the Declarant, its successors and assigns for the right to enter upon any Common Area conveyed to the Association for the purpose of construction or completing the construction of improvements and the landscaping of the Common Area.

(d) The reservation to the Declarant, its successors and assigns, of the right to continue to use and maintain any storm water management ponds and any sediment control ponds or facilities located on any Common Area conveyed to the Association.

Section 3. Use. All of the Common Area may be used for and only for parks and recreational purposes, postal boxes, parking, trash storage and collection, ingress and egress, and for common utilities, including but not limited to storm water and sanitary sewers, telephone, water, gas, electricity and cable television, and for such other purposes authorized by the Association or its Board of Directors subject to the provisions of this Declaration. Any storm water management facilities and sediment control facilities will be transferred to Prince George's County upon its request and Prince George's County has the right to maintain same with all costs to be paid by the Association. The Declarant hereby grants to Prince George's County a right of way for ingress and egress across the Common Area to and from any storm water management facilities and sediment control facilities located now or in the future in the subdivision for the purpose of maintaining same, such easement to run with the land.

#### ARTICLE IX

#### ANNEXATION

Additional lands may be subjected to this Declaration in the following manner:

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

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

(c) If any Lot is security for any mortgage or deed of trust insured by the F.H.A. or the V.A., as long as there are Class B Members, the approval of the F.H.A. and/or V.A., as the case may be, shall be required prior to the annexation of any additional land. If either the F.H.A. or the V.A. determines that such detailed plans are not in accordance with the general plan on file



and either agency so advises the Association and the Declarant, the development of the additional lands must have the assent of three-fourths (3/4) of the Class A Members who are voting in person or by proxy at a meeting called for this purpose.

ARTICLE X

POWERS AND DUTIES OF THE ASSOCIATION

Section 1. Discretionary Powers and Duties. The Association shall have the following powers and duties which may be exercised at its discretion.

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

(b) To provide such light as the Association may deem advisable on streets and for the maintenance of any and all improvements, structures or facilities which may exist or be erected from time to time on any common area.

(c) To use the Common Area and any improvements, structures or facilities erected thereon subject to the general rules and regulations established and prescribed by the Association and subject to the establishment of charges for their use.

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

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

(f) To create, grant and convey easements upon, across, over and under all Association properties, including but not limited to, easements for the installation, replacement, repair and maintenance of utility lines serving lots in the subdivision.

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

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

Section 2. Mandatory Power and Duties. The Association shall exercise the following rights, powers and duties:

(a) To accept title to the Common Area and to hold and administer said property for the benefit and enjoyment of the Owners and occupiers of lots in the subdivision. The purpose of this provision is to impose on the Association the obligation to accept title to any Common Area and to hold and maintain the same for the benefit of Owners and occupiers of lots in COLLINGTON

MANOR.

(b) To make and enforce regulations governing the use of the Common Area.

(c) To maintain, mow, and resow the grass and to care for, spray, trim, protect, plant and replant trees and shrubs growing on two (2) landscaped median strips, one located at Jared Road and Central Avenue as shown on Plat Two of "Collington Manor" recorded among the Plat Records of Prince George's County, Maryland, and the other located at Jones Bridge Road and Church Road as shown on Plat Five of "Collington Manor" recorded among the aforesaid Plat Records. The Association shall also pick up and remove from said median strips all loose material, rubbish, filth and accumulations of debris and do any other thing necessary in the judgment of the Association to keep said median strips in neat appearance and in good order.

## ARTICLE XI

### GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and/or charges now or hereafter imposed by the provisions of this Declaration and shall be entitled to recover all expenses, including reasonable attorneys fees and court costs, incurred by enforcing same. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Right of Entry. Violation or breach of any provision herein contained shall give Declarant or the Association, to the extent that any of them may have a right of enforcement thereover, their respective agents, legal representatives, heirs, successors and assigns, in addition to all other remedies, the right (but not the obligation), after fifteen (15) days notice to the Owner of the Lot, to enter upon the land upon or as to which such violation or breach exists, and summarily to abate and remove, at the expense of the Owner thereof, any structure or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof; and the said parties shall not thereby be deemed guilty of any manner of trespass for such entry, abatement or removal, except that any agent of Declarant or the Association shall be responsible for actually committing a trespass by behavior going beyond the intent of the authority conferred by this Section, in which event neither Declarant nor the Association shall be responsible for the unauthorized acts of their agents. Nothing herein contained shall be deemed to affect or limit the rights of the Owners of the Lots within the Property, when entitled to do so, to enforce the Covenants by appropriate judicial proceedings.

Section 3. No Reverter or Condition Subsequent. No provision herein is intended to be, or shall be construed as, a condition subsequent or as creating a possibility of reverter.

Section 4. Remedies. Damages shall not be deemed adequate compensation for any breach or violation of any provision hereof, but any person or entity entitled to enforce any provision hereof shall be entitled to relief by way of injunction as well as any other available relief either at law or in equity.

Section 5. Effect of Headings. The headings of the Articles herein are for convenience only and shall not affect the meanings or interpretation of the contents thereof.

Section 6. Mortgages. No violation of any of these Covenants shall defeat or render invalid the lien of any mortgage made in good faith and for value upon any portion of the Property; provided, however, that any mortgagee in actual possession, or any purchaser at any mortgagees' or foreclosure sale shall be bound by and subject to these Covenants as fully as any other Owner of any

portion of the Property.

Section 7. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 8. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of thirty (30) years from the date this Declaration is recorded and after such time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first thirty-year period by an instrument signed by not less than ninety percent (90%) of the Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Owners. Any amendment must be recorded. So long as there are Class B Members of the Association, this Declaration may be amended if said amendment is required by F.H.A. or V.A., or similar governmental agency, organization, or authority, without the assent of the Class A Members of the Association. The requirements of this Section do not apply to Article IX pertaining to annexation.

Section 9. Rights of the Maryland-National Capital Park and Planning Commission ("Commission" herein). Any other provision of this Declaration or the By-Laws or Articles of Incorporation of the Association to the contrary notwithstanding, neither the members, the Board of Directors nor the Association shall, by act or omission, take any of the following actions without the prior written consent of the Commission, which consent shall not be unreasonably withheld or delayed:

(a) Make any annexation or additions other than as provided for pursuant to 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 10. FHA/VA Approval. If any Lot is security for any mortgage or deed of trust insured by the F.H.A. or V.A. as long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: (i) Annexation of additional properties, under Article IX, (ii) dedication of Common Area, (iii) amendments of this Declaration of Covenants, Conditions and Easements, (iv) and any alteration, amendment or change of Lot lines or subdivision plan pursuant to Article VII Section 8 of this Declaration.

Section 11. Conflicts. In the case of any conflict between this Declaration, the Articles of Incorporation, and the By-Laws of the Association, the Declaration shall control.

IN WITNESS, the signature of

ATTEST:

Trafalgar House Property, Inc.,  
A Delaware Corporation, f/k/a  
Trafalgar House Real Estate, Inc.,  
A Delaware Corporation, successor  
to Capital Homes Maryland, Inc.,  
A Maryland Corporation, also known  
of record as Capital Homes, Inc.

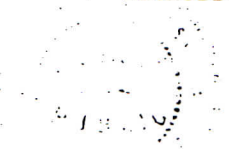
Shelley V. Webb

BY: Thomas H. Lawrence  
Thomas H. Lawrence,  
Vice-President

STATE OF MARYLAND, Harford COUNTY, to wit:

I HEREBY CERTIFY that on this 15 day of June,  
1990, before me, the subscriber, a Notary Public of the State and  
County aforesaid, personally appeared Thomas H. Lawrence,  
Vice-President, and acknowledged the execution of the foregoing  
Declaration to be his act on behalf of Trafalgar House Property,  
Inc.

Witness my hand and notarial seal.



Shelley V. Webb  
Notary Public

My commission expires: 7/1/90

THE UNDERSIGNED hereby certifies that the within instrument  
was prepared by an attorney admitted to practice before the Court  
of Appeals of Maryland, or under the supervision of an attorney  
admitted to practice before the Court of Appeals of Maryland, or  
by or on behalf of one of the parties named in the instrument.

Russell D. Karpook

C:\WP50\CAPITAL.901\1076MANO.901  
COLLINGTON MANOR  
3536.021

Post Recording Please Return To:

Russell D. Karpook, Esquire ✓  
20 S. Charles Street  
Baltimore, Maryland 21201

7678 185

EXHIBIT A

The Property consists of all of the land shown on the subdivision plats One through Five entitled "Collington Manor", intended to be recorded among the Land Records of Prince George's County, Maryland.

Being all that property described in a Deed dated December 23, 1987, from Collington Manor Limited Partnership, a Maryland Limited Partnership, to Capital Homes, Inc., a Maryland corporation, and recorded among the Land Records of Prince George's County, Maryland, at Liber 6871, folio 898.

C:\WP50\CAPITAL.901\1076MANO.901  
COLLINGTON MANOR  
3536.021

EXHIBIT B

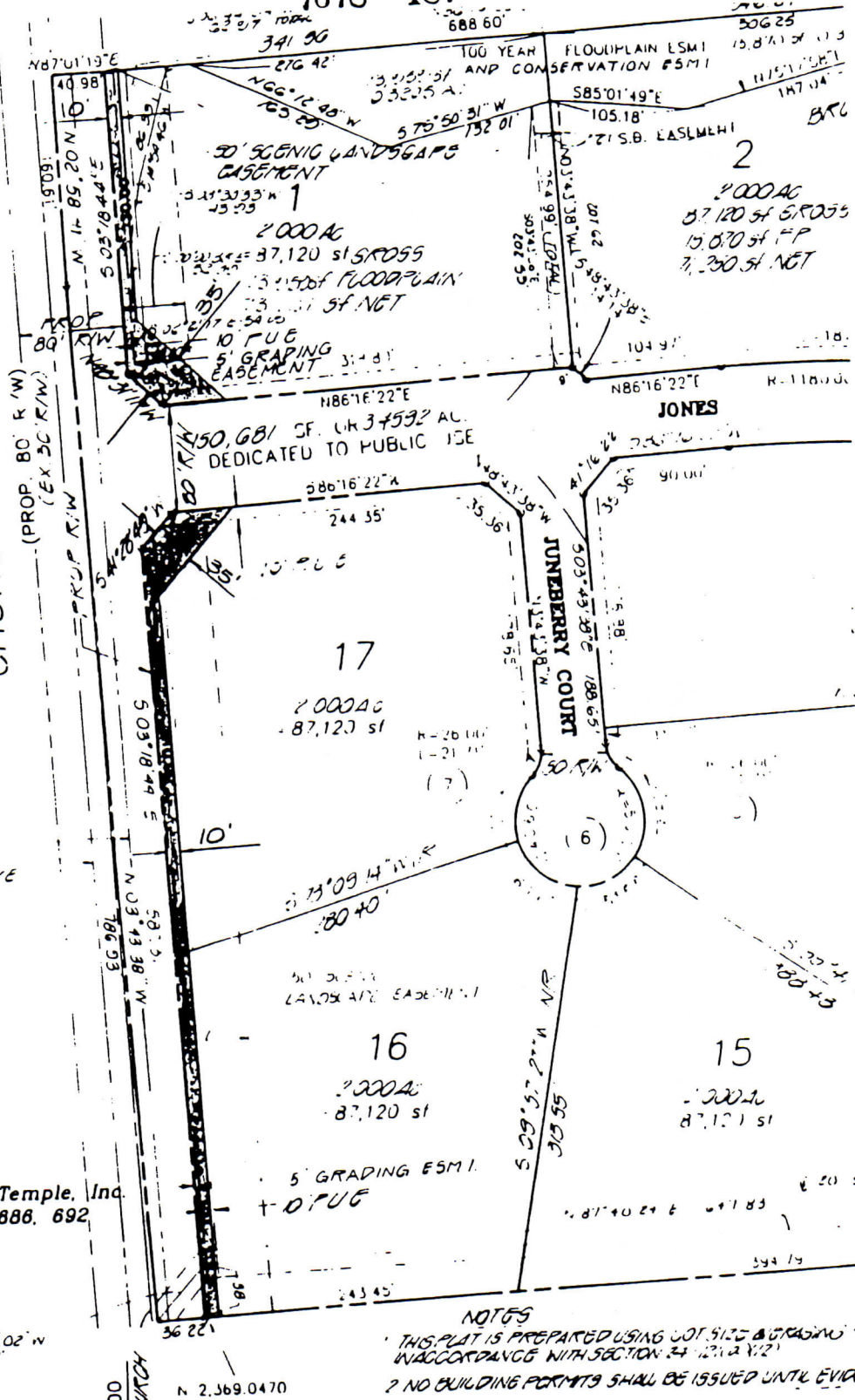
The Common Area consists of Parcel A, Block C as shown on subdivision plat One entitled "Collington Manor" intended to be recorded among the Land Records of Prince George's County, Maryland.

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COLLINGTON MANOR  
3536.021

7678 187

WSSC DATUM

CHURCH ROAD SOUTH



EX 30 -  
SCRIPTIVE  
R.W.

Evangel Temple, Inc.  
6314/888, 692

540' 20.02" W  
52.97'

N 2,369.0470

NOTES  
THIS PLAT IS PREPARED USING LOT SIZE & GRADING IN ACCORDANCE WITH SECTION 24-121.2 V.2  
NO BUILDING PERMITS SHALL BE ISSUED UNTIL EVIDENT

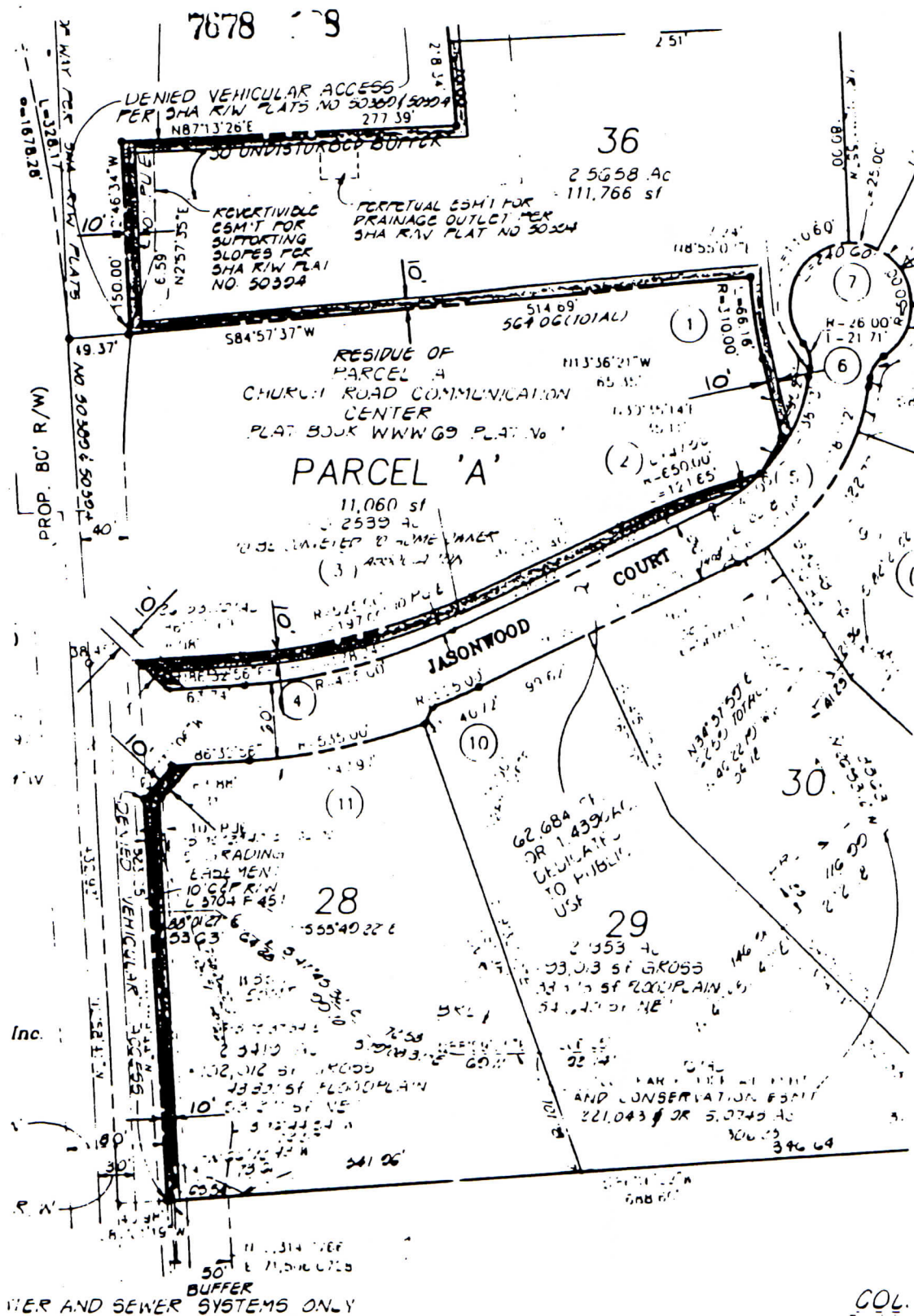
EXHIBIT "C-1"

LOCATION OF EASEMENTS



— EASEMENT FOR THE PURPOSES OF MAINTAINING FENCE AND LANDSCAPING.

THE PLAT FROM WHICH THIS DRAWING WAS MADE CAN BE FOUND IN ITS ENTIRETY IN THE LAND RECORDS OF PRINCE GEORGE'S COUNTY, MARYLAND AS PLAT 5, COLLINGTON MANOR



WATER AND SEWER SYSTEMS ONLY

COL

EXHIBIT "C-2"

LOCATION OF EASEMENTS



— EASEMENT FOR THE PURPOSES OF MAINTAINING FENCE AND LANDSCAPING

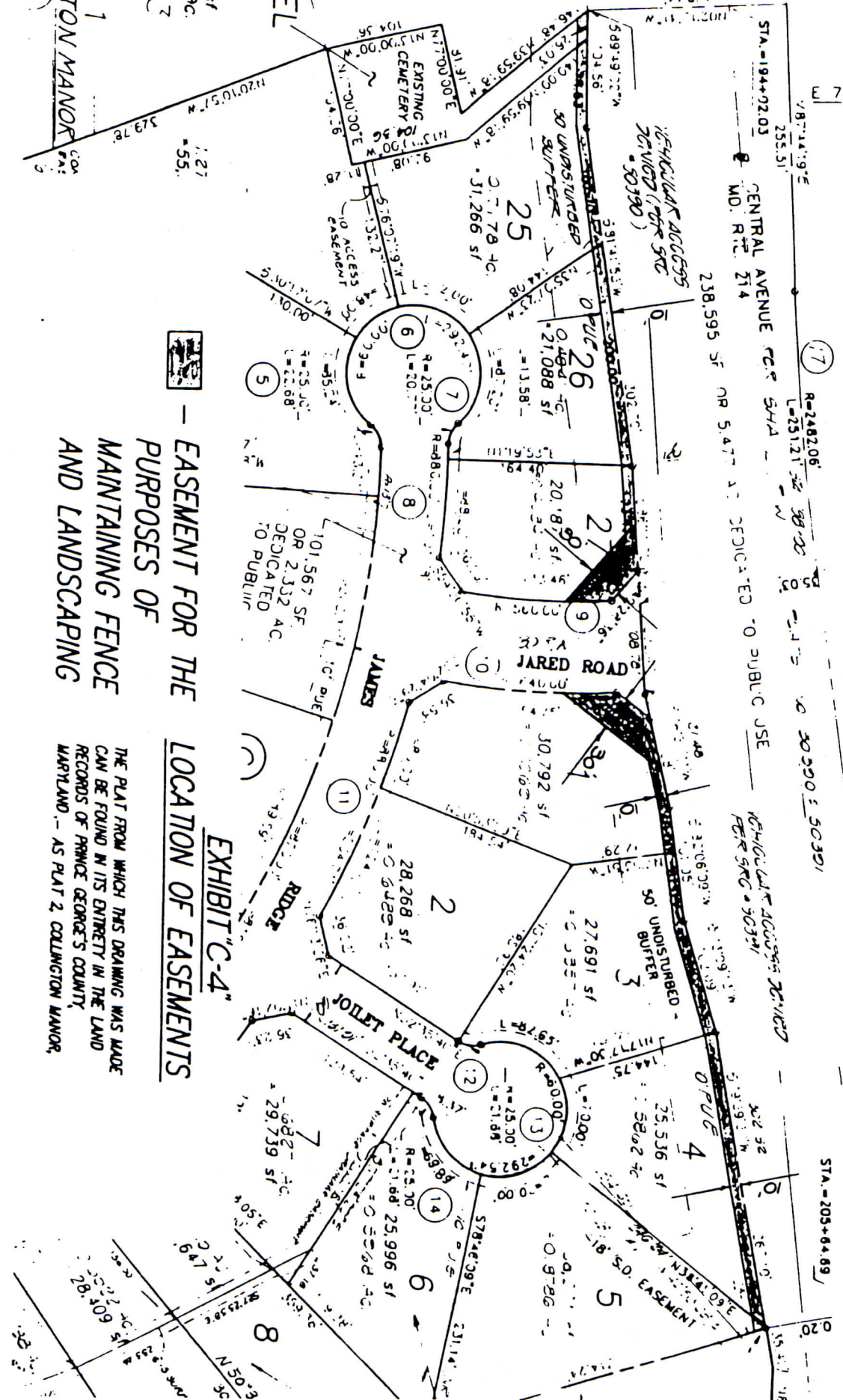
THE PLAT FROM WHICH THIS DRAWING WAS MADE CAN BE FOUND IN ITS ENTIRETY IN THE LAND RECORDS OF PRINCE GEORGE'S COUNTY, MARYLAND.— AS PLAT 1, COLLINGTON MANOR.





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50 AC.  
57  
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NGTON MANOR  
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1/8"=141.9'E  
CENTRAL AVENUE FOR SHAD  
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238,595 SF OR 5,477 S.D. DEDICATED TO PUBLIC USE  
R-25121  
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R-25121  
L-25121  
50,000 ± 50,000  
STA-205+64.69  
1/8"=141.9'E



**EXHIBIT "C-4"**  
**EASEMENT FOR THE LOCATION OF EASEMENTS**  
**FOR THE PURPOSES OF**  
**MAINTAINING FENCE**  
**AND LANDSCAPING**

THE PLAT FROM WHICH THIS DRAWING WAS MADE  
CAN BE FOUND IN ITS ENTIRETY IN THE LAND  
RECORDS OF PRINCE GEORGE'S COUNTY,  
MARYLAND, AS PLAT 2, COLLINGTON MANOR.

00009 394

CLERK OF THE  
CIRCUIT COURT

FIRST AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS OF  
COLLINGTON MANOR HOMEOWNERS ASSOCIATION, INC. MAR 30 1 18 PM '95

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, made this 23rd day of March, 1995, by Trafalgar House Property, Inc., a Delaware corporation, formerly known as Trafalgar House Real Estate, Inc., a Delaware corporation, successor to Capital Homes Maryland, Inc., a Maryland corporation, also known of record as Capital Homes, Inc., a Maryland corporation, by its Trafalgar House Residential, Maryland division, (hereinafter referred to as "Declarant");

WITNESSETH

WHEREAS, Declarant made, executed and caused to be recorded a Declaration of Covenants, Conditions and Restrictions (hereinafter called the "Declaration") dated the 19th day of June, 1990, and recorded among the Land Records of Prince George's County, Maryland, in Liber 7678, folio 165; and

WHEREAS, pursuant to Section (8) of Article XI of the Declaration, Declarant reserved the right to amend this Declaration; and

NOW, THEREFORE, Declarant hereby states and declares as follows:

1. Section 1 of Article IV of this Declaration hereby is deleted in its entirety, and there hereby is inserted in lieu thereof the following:

"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 or other form of conveyance, 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 Assessment, however, for Lots owned by the Declarant for which Use and Occupancy permits have been issued by all necessary and appropriate governmental authorities for use and occupancy of any Dwelling constructed thereon, shall be twenty-five percent (25%) of the Assessment levied against improved Lots of transferee Class A Members. Otherwise, there shall be no Assessment for Lots owned by the Declarant. For so long as the Declarant owns Lots which are assessed at twenty-five percent (25%), or for which there is no Assessment, it shall fund all budget

deficits of the Association. The Annual and Special Assessments, together with interest, late fees, costs and reasonable attorneys' fees incurred for collection of same, shall be a charge on the land and shall be a continuing lien upon the Property against which each such Assessment is made. Each such Assessment, together with any late fees imposed by the Association, interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person or entity who was the Owner of such Lot at the time when the Assessment fell due. The personal obligation for delinquent Assessments shall not pass to his or her successors in title unless expressly assumed by them."

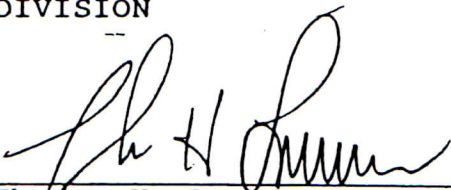
2. Except as herein amended, the Declaration shall be and remain in accordance with its original terms.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal the day and year first above written.

ATTEST:

TRAFALGAR HOUSE PROPERTY, INC., A DELAWARE CORPORATION, FORMERLY KNOWN AS TRAFALGAR HOUSE REAL ESTATE, INC., A DELAWARE CORPORATION, SUCCESSOR TO CAPITAL HOMES MARYLAND, INC., A MARYLAND CORPORATION, ALSO KNOWN OF RECORD AS CAPITAL HOMES, INC., A MARYLAND CORPORATION, BY ITS TRAFALGAR HOUSE RESIDENTIAL, MARYLAND DIVISION



  
\_\_\_\_\_  
Thomas H. Lawrence  
Vice President and  
Attorney-in-Fact

(SEAL)

STATE OF MARYLAND, COUNTY OF Howard,

On this 23rd day of March, 1995, before me, the undersigned officer, personally appeared Thomas H. Lawrence, known to me or satisfactorily proven to be the person whose name is subscribed as attorney-in-fact for Trafalgar House Property, Inc. and acknowledged that he executed the same as the act of his principal for the purposes therein contained and certified that

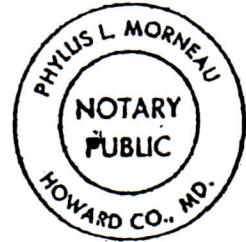
00009 396

this instrument is not part of a transaction in which there is a sale, lease, exchange, or other transfer of all or substantially all of the property and assets of the Declarant Corporation.

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

*Phyllis L. Morneau*  
\_\_\_\_\_  
Notary Public

My Commission Expires: 2/1/98



ATTORNEY'S CERTIFICATION

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

*Russell D. Karpook*  
\_\_\_\_\_  
Russell D. Karpook

Post Recording Return To:

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

SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF COLLINGTON MANOR HOMEOWNERS ASSOCIATION, INC.

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, made this 11<sup>th</sup> day of October, 1995, by Trafalgar House Property, Inc., a Delaware corporation, formerly known as Trafalgar House Real Estate, Inc., a Delaware corporation, successor to Capital Homes Maryland, Inc., a Maryland corporation, also known of record as Capital Homes, Inc., a Maryland corporation, by its Trafalgar House Residential, Maryland division (hereinafter referred to as "Declarant");

CLERK OF THE CIRCUIT COURT  
OCT 27 12 37 PM 1995

WITNESSETH

WHEREAS, Declarant made, executed and caused to be recorded Declaration of Covenants, Conditions and Restrictions (hereinafter called the "Declaration") dated the 19th day of June, 1990, and recorded among the Land Records of Prince George's County, Maryland, in Liber 7678, folio 165; and

WHEREAS, Declarant made, executed and caused to be recorded a First Amendment to said Declaration dated the 23rd day of March, 1995, and recorded among the Land Records of Prince George's County, Maryland, in Liber 10080, folio 163; and

WHEREAS, pursuant to Section (8) of Article XI of the Declaration, Declarant reserved the right to amend this Declaration; and

APPROPRIATE RECORDING FEE 2.00  
RECORDING FEE 20.00  
TOTAL 22.00  
deletes cost 15.54  
W LU BK 4 379  
OCT 27 1995 12:38 PM

NOW, THEREFORE, Declarant hereby states and follows:

1. Section 9 of the Definitions of the Declaration, in Article I thereof, hereby is amended by deleting therefrom the first sentence thereof, and by inserting in lieu thereof the following:

"'Recreation Association'" shall mean and refer to Collington Station Recreation Association, Inc., its successors and assigns."

2. Section 10 of the Definitions of the Declaration, in Article I thereof, hereby is amended by deleting therefrom the first sentence thereof, and by inserting in lieu thereof the following:

"'Recreational Facilities'" shall mean and refer to the pool and related facilities and the tennis courts owned and operated by Collington Station

Recreation Association, Inc."

3. All terms used herein shall have the meanings specified in the Declaration.

4. Except as herein and heretofore amended, the Declaration shall be and remain in accordance with its original terms.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal the day and year first above written.

ATTEST: TRAFALGAR HOUSE PROPERTY, INC., A DELAWARE CORPORATION, FORMERLY KNOWN AS TRAFALGAR HOUSE REAL ESTATE, INC., A DELAWARE CORPORATION, SUCCESSOR TO CAPITAL HOMES MARYLAND, INC., A MARYLAND CORPORATION, ALSO KNOWN OF RECORD AS CAPITAL HOMES, INC., A MARYLAND CORPORATION, BY ITS TRAFALGAR HOUSE RESIDENTIAL, MARYLAND DIVISION

Kelly A. Brehel

Brooks R. Palmer (SEAL)  
Brooks R. Palmer  
Vice President and  
Attorney-in-Fact

STATE OF MARYLAND, COUNTY OF Howard,

On this 11<sup>th</sup> day of October, 1995, before me, the undersigned officer, personally appeared Brooks R. Palmer, known to me or satisfactorily proven to be the person whose name is subscribed as attorney-in-fact for Trafalgar House Property, Inc. and acknowledged that he executed the same as the act of his principal for the purposes therein contained and certified that this instrument is not part of a transaction in which there is a sale, lease, exchange, or other transfer of all or substantially all of the property and assets of the Declarant Corporation.

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

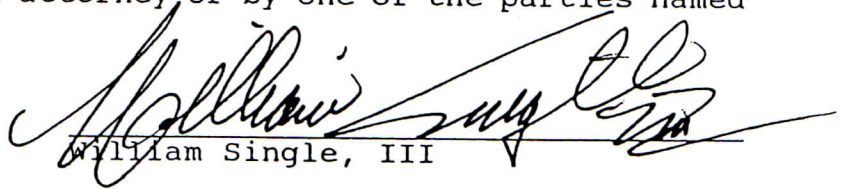
Phyllis L. Morneau  
Notary Public

My Commission Expires: 2/1/98



ATTORNEY'S CERTIFICATION

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

  
William Single, III

Post Recording Return To:

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