LONGMEAD CROSSING
COMMUNITY SERVICES ASSOCIATION

LEGAL DOCUMENTS

- Articles of Incorporation
- Declaration of Covenants
- Bylaws

LIBER 0489 FOLIO 675

ARTICLES OF INCORPORATION

OF

LONGLEAD CROSSING COMMUNITY SERVICES ASSOCIATION, INC.

approved and received for record by the State Department of Assessments and Taxation of Maryland January 11, 1984 at 9:33 o'clock A.M. as in conformity with law and ordered recorded.

Recorded in Liber 1629 Folio 000353, one of the Charter Records of the State Department of Assessments and Taxation of Maryland.

Bonus tax paid $ 20.00 Recording fee paid $ 34.00 Special Fee paid $ _____

To the clerk of the circuit Court of Montgomery County

IT IS HEREBY CERTIFIED, that the within instrument, together with all indorsements thereon, has been received, approved and recorded by the State Department of Assessments and Taxation of Maryland.

AS WITNESS my hand and seal of the said Department at Baltimore.

Dian W. Rather

STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

A 153063

ARTICLES OF INCORPORATION

LONGMEAD CROSSING COMMUNITY SERVICES ASSOCIATION, INC.

THIS IS TO CERTIFY:

That I, Richard F. Stefanelli, whose post office address is 8485 Fenton Street, Suite 200, Silver Spring, Maryland 20910, being at least twenty-one (21) years of age, do hereby declare myself as Incorporator with the intention of forming a corporation under and by virtue of the General laws of the State of Maryland, and for such purposes do hereby make, execute and adopt the following Articles of Incorporation:

ARTICLE I. The name of the Corporation shall be; LONGMEAD CROSSING COMMUNITY SERVICES ASSOCIATION, INC.

ARTICLE II. The period of existence and the duration of the life of this Corporation shall be perpetual.

ARTICLE III. The principal office for the transaction of business of this Corporation shall initially be located in the County of Montgomery, State of Maryland, at:

c/o Pulte Home Corporation
Suite 200
11120 New Hampshire Avenue
Silver Spring, Maryland 20904

The following named person shall be designated as the statutory resident agent of this Corporation, and said resident agent is a citizen and actual resident of the State of Maryland:

Louis S. Pettey
Suite 300
8485 Fenton Street
Silver Spring, Maryland 20910

CLERK'S OFFICE
MONTG.CO.,MD.
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ARTICLE IV. The general purposes for which this Corporation is formed, and business or objects to be carried on and promoted by it are as follows:

(1) to organize and operate a corporation, no part of the net earnings of which is to inure to the benefit of any member or any other individual; and

(2) pursuant to and in a manner consistent with a certain Declaration relating thereto and heretofore recorded among the Land Records for Montgomery County, Maryland, to acquire and to own and to provide for the maintenance, operation and management of certain open spaces and other common areas and community facilities located within a certain residential community in Montgomery County, Maryland known as Longmead Crossing (hereinafter sometimes referred to as the "project") and to exercise certain other functions with respect to the residential and other property located therein; and

(3) To engage in, conduct and carry on any other lawful purposes or business and to do any other thing that, in the judgment of the Board of Directors of the Corporation, may be deemed to be calculated, directly or indirectly, to effectuate or facilitate the transaction of the non-profit purposes or business of this Corporation, or any of them, or any part thereof, or to enhance the value of its property, business or rights; and

(4) to conduct any business and to do anything permitted by the provisions of Section 2-103 of the Corporations and Associations Article, Annotated Code of Maryland (1975 Repl. Vol.), as amended from time to time.

For the general purposes aforesaid, this Corporation shall have the following powers:

(a) to construct, improve, maintain, operate and to buy, own, sell, convey, assign, mortgage or lease any real estate and any personal property necessary or incident to the futherance of the non-profit business of this Corporation; and

(b) with the consent of not less than two-thirds (2/3) of the then Class A members, to borrow money and issue evidence of indebtedness in furtherance of any or all of the objects of its business, to secure the same by mortgage, deed of trust, pledge, or other lien; and

(c) to enter into any kind of activity, and to perform and carry out contracts of any kind necessary to, or in conjunction with, or incidental to the accomplishment of the non-profit purposes or business of this Corporation; and

(d) to make patronage refunds to members as provided for in the By-Laws of the Corporation;

(e) insofar as permitted by law, to do any other thing that, in the judgment of the Board of Directors, will promote the business of this Corporation or the common benefit of its members and to do everything necessary, proper, advisable, or convenient for the accomplishment of the foregoing purposes, and to do all other things incidental to them or connected with them that are not forbidden by law or by these Articles of Incorporation.

The foregoing enumeration of specific powers shall not be deemed to limit or restrict in any manner the general powers of this Corporation, and the enjoyment of the exercise thereof, as conferred by the General Laws of the State

of Maryland. The provisions of subparagraphs (a) through (e), both inclusive, of this Article shall not be construed as purposes, but shall be construed as independent powers and the matters expressed in each such provision shall not, unless otherwise expressly provided, be limited by reference to, or inference from any other provision of this Article. The enumeration of specific powers shall not be construed as limiting or restricting in any manner either the meaning of general terms used in any of such provisions or the scope of the general powers of the Corporation; nor shall the expression of one thing in any of those provisions be deemed to exclude another not specifically expressed, although it be of like nature.

This Corporation may carry out its purposes and exercise its powers in any State, territory, district or possession of the United States, or in any foreign country, to the extent that these purposes and powers are not forbidden by the law of such State, territory, district or possession of the United States, or by such foreign country; and this Corporation may limit the purpose or purposes that it proposes to carry out or the powers it proposes to exercise in any application to do business in any such State, territory, district or possession of the United States, or any such foreign country.

ARTICLE V. This Corporation shall be without capital stock and will not be operated for profit. This Corporation does not contemplate the distribution of gains, profits and dividends to any of its members. The members of this Corporation shall not be personally liable for the debts, liabilities or obligations of this Corporation.

ARTICLE VI. The Corporation shall have three classes of voting membership:

(a) Class A. Class A members shall be all Owners except the Class C Member. Class A Members shall be entitled to one vote for each Lot owned except an owner of a Lot on which a Multi-Family Rental Structure is constructed shall be entitled to one vote for each occupied Living Unit within such structure.

(b) Class B. Class B Members shall be all occupants of Living Units. Class B Members shall have one vote for the Living Unit they occupy.

(c) Class C. The Class C Member shall be the Developer who shall have 2,800 votes less the number of Class B votes outstanding at the time a vote is taken.

The Class C Membership and the Class C voting rights shall cease upon the earlier of the following events: when the total number of Class B votes equals the total number of Class C votes or on December 31, 1990. Thereafter, the Developer shall have Class A membership rights for each Lot it may own.

(d) Exercise of Vote. The vote for any membership, which is held by more than one person may be exercised by any one of them, unless any objection or protest by any holder of such membership is made prior to the completion of a vote, in which case the vote for such membership shall not be counted.

Any person or entity qualifying as a member of more than one voting class, may exercise those votes to which he is entitled for each such class of membership.

If less than twenty-five percent (25%) of the outstanding Class A and Class B votes are cast in an election for any elective office, the Board of Directors may declare the results of such election invalid and elect a Member to fill such office.

The members of this Corporation shall have no preemptive rights, as such members, to acquire any memberships of this Corporation that may at any time be issued by this Corporation except as may be specifically provided in this Article.

The property, voting and other rights and privileges of membership, the liability of each member for assessment by this Corporation, and the method of collection thereof, shall be as set forth in the Declaration hereinabove referred to and in the By-Laws of this Corporation.

ARTICLE VII. The Corporation shall have a lien on the outstanding Class A memberships in order to secure payment of any sums which shall be due or become due to the Corporation from the holders thereof for any reason whatsoever.

ARTICLE VIII. In the event any Class A member sells, assigns or otherwise transfers of record the fee interest in any lot in which he holds the interest required for Class A membership (whether voluntarily or by operation of law), such member shall, at the same time, assign the Class A membership appurtenant to said lot to the transferee of the lot and deliver it to him for transfer on the books of the Corporation. The foregoing requirement shall not obtain in the event a lot is transferred as aforesaid merely as

security for the performance of an obligation. Except as provided in this Article, Class A membership shall not be transferable.

ARTICLE IX. The number of Directors of this Corporation shall not be less than three (3). The Directors need not be residents of the State of Maryland. The name and post office addresses of the Directors who shall act as such until the first annual meeting of the members, or until such time as their successors are duly chosen and qualified, are as follows:

Name	Address
Anthony M. Natelli	10220 River Road Potomac, Maryland 20854
Thomas DeFlavis	Suite 200 11120 New Hampshire Avenue Silver Spring, Maryland 20904
Shirley Jasch	Suite 200 11120 New Hampshire Avenue Silver Spring, Maryland 20904

The qualifications, powers, duties and tenure of the office of Director and the manner by which Directors are to be chosen shall be as prescribed and set forth in the By-Laws of the Corporation. Officers of the Corporation shall be elected and shall serve as provided for in said By-Laws.

ARTICLE X. The Corporation shall provide any indemnification required or permitted by the General Laws of the State of Maryland and shall indemnify directors, officers, agents and employees as follows:

(1) The Corporation shall indemnify any director or officer of the Corporation who was or is a party or is

threatened to be made a party to any threatened, pending or completed action, suit or preceding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was such director or officer or any employee or agent of the Corporation, or is or was serving at the request of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and with respect to any criminal action or proceeding, had no reasonable cause to believe that his conduct was unlawful.

(2) The Corporation shall indemnify any director or officer of the Corporation who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was such a director or officer or any employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such

action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the Corporation unless and only to the extent that the court in which such action or suit was brought, or any other court having jurisdiction in the premises, shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expense which such court shall deem proper.

(3) To the extent that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in paragraphs 1 and 2 of this Article, or in defense of any claim, issue or matter therein, he shall be indemnified against expense (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity for the determination as to the standard of conduct as provided in paragraph 4 of this Article.

(4) Any indemnification under paragraphs 1 or 2 of this Article (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in paragraphs 1 or 2 of this Article. Such determination shall be made (a) by the Board of Directors of the Corporation by a majority

vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (b) if such a quorum is not obtainable, or, even if obtainable, if such quorum of disinterested directors so directs, by independent legal counsel (who may be regular counsel for the Corporation) in a written opinion; and any determination so made shall be conclusive.

(5) Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Corporation in advance of the final disposition of such action, suit or proceeding, as authorized by the Board of Directors in the specific case, upon receipt of an undertaking by or on behalf of the director or officer to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Corporation as authorized in this section.

(6) Agents and employees of the Corporation who are not directors or officers of the Corporation may be indemnified under the same standards and procedures set forth above, in the discretion of the Board of Directors of the Corporation.

(7) Any indemnification pursuant to this Article shall not be deemed exclusive of any other rights to which those indemnified may be entitled and shall continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

ARTICLE XI. No contract or other transaction between this Corporation and any other corporation and no act of this Corporation shall in any way be affected or invalidated

by the fact that any of the directors of this Corporation are pecuniarily or otherwise interested in, or are directors or officers of, such other corporation; any directors individually, or any firm of which any director may be a member, may be a party to, or may be pecuniarily or otherwise interested in, any contract or transaction of this Corporation, provided that the fact that he or such firm is so interested shall be disclosed or shall have been known to the Board of Directors; and any director of this Corporation who is also a director or officer of such other corporation or who is so interested may be counted in determining the existence of a quorum at any meeting of the Board of Directors of this Corporation, which shall authorize any such contract or transaction and may vote thereat to authorize any such contract or transaction; provided, however, that the contract or transaction must be ratified by an affirmative vote of a majority of the disinterested directors, although it is not necessary that the number of disinterested directors constitute a quorum.

ARTICLE XII. Subject to the limitations set forth in these Articles of Incorporation, the By-Laws of the Corporation and the Declaration hereinabove referred, this Corporation reserves the right from time to time, to amend, alter or repeal any provision contained in these Articles of Incorporation in the manner now or hereafter prescribed by statute for the amendment of Articles of Incorporation.

ARTICLE XIII. As used in these Articles of Incorporation, the expression "Declarant" shall mean and

refer to the Declarant, whether one or more, named in a certain Declaration dated the 27th day of December, 1983, and recorded the 28th day of December, 1983, in Liber 6270 at Folio 725 among the Land Records for Montgomery County, Maryland. Unless it is plainly evident from the context that a different meaning is intended, all other terms used herein shall have the same meaning as they are defined to have in the Declaration.

IN WITNESS WHEREOF, I have signed these Articles of Incorporation this 30th day of December, 1983.

Audrey G. Carter (as to RFS)

Richard F. Stefanelli (SEAL)
Richard P. Stefanelli

STATE OF MARYLAND :
: SS:
COUNTY OF MONTGOMERY :

BE IT REMEMBERED, that on this 30th day of December, 1983, personally appeared before me, the subscriber, a Notary Public in and for the County of Howard and/ state aforesaid, Richard F. Stefanelli, party to the foregoing Articles of Incorporation, known personally to me as such (or satisfactorily proven), and I having first made known to him the contents of said Articles of Incorporation, he did acknowledge that he signed, sealed and delivered the same as his voluntary act and deed, and he acknowledged the facts herein stated to be true as set forth therein.

GIVEN under my hand and Notarial Seal the year and day first above written.

Audrey G. Carter
NOTARY PUBLIC
Howard County, Md.

Notary Public
Audrey G. Carter

My Commission Expires: July 1, 1986

11.C.3:BYLONGK1-19
11/1/83

BY-LAWS

LONGMEAD CROSSING COMMUNITY SERVICES ASSOCIATION, INC.

ARTICLE I

Name and Location

Section 1. Name and Location. The name of this Association is as follows:

LONGMEAD CROSSING COMMUNITY SERVICES ASSOCIATION, INC.

Its principal office and mailing address is initially located at:

c/o Pulte Home Corporation
Suite 200
11120 New Hampshire Avenue
Silver Spring, Maryland 20904

ARTICLE II

Definitions

Section 1. Declarant. "Declarant", as used herein, shall have the same meaning as that expression is defined to have in the Declaration.

Section 2. The Project. The "project" as used herein, means that certain community being developed by the Declarant in Montgomery County, Maryland known as LONGMEAD CROSSING.

Section 3. Declaration. "Declaration" as used herein, means that certain Declaration made by the Declarant on the 27th day of December, 1983, in Liber 6270 at folio 725, among the Land Records for Montgomery County, Maryland.

Section 4. Mortgagee. "Mortgagee", as used herein, means 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. "Mortgagee", as used herein, shall include deed of trust. "First Mortgage", as used herein, shall mean a mortgage with priority over other mortgages. As used in these By-Laws, the term "mortgagee" shall mean any mortgagee and shall not be limited to institutional mortgagees. As used in these By-Laws, the term "institutional Mortgagee" or institutional holder" shall include banks, trust companies, insurance companies, mortgage insurance companies, savings and loan associations, mutual savings banks, credit unions, trusts, 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 these By-Laws the term "holder" or "mortgagee" shall include the parties secured by any deed of trust or any beneficiary thereof.

Section 5. Other Definitions. Unless it is plainly evident from the context that a different meaning is intended all other terms used herein shall have the same meaning as they are defined to have in the Declaration.

ARTICLE III

Membership

Section 1. Membership. The Corporation shall have three classes of voting membership:

Class A. Class A members shall be all Owners except the Class C Member. Class A Members shall be entitled to one vote for each Lot owned except an owner of a Lot on which a Multi-Family Rental Structure is constructed shall be entitled to one vote for each occupied Living Unit within such structure.

Class B. Class B Members shall be all occupants of Living Units. Class B Members shall have one vote for the Living Unit they occupy.

Class C. The Class C Member shall be the Developer who shall have 2,800 votes less the number of Class B votes outstanding at the time a vote is taken.

The Class C Membership and the Class C voting rights shall cease upon the earlier of the following events: when the total number of Class B votes equals the total number of Class C votes or on December 31, 1990. Thereafter, the Developer shall have Class A membership rights for each Lot it may own.

Exercise of Vote. The vote for any membership, which is held by more than one person may be exercised by any one of them, unless any objection or protest by any holder of such membership is made prior to the completion of a vote, in which case the vote for such membership shall not be counted.

Any person or entity qualifying as a member of more than one voting class, may exercise those votes to which he is entitled for each such class of membership.

If less than twenty-five percent (25%) of the outstanding Class A and Class B votes are cast in an election for any elective office, the Board of Directors may declare the results of such election invalid and elect a Member to fill such office.

The members of this Corporation shall have no preemptive rights, as such members, to acquire any memberships of this Corporation that may at any time be issued by this Corporation except as may be specifically provided in this Article.

Section 2. Membership Certificates. In the event the Board of Directors considers it necessary or appropriate to issue membership certificates or the like, then each such membership certificate shall state that the Association is organized under the laws of the State of Maryland, the name of the registered holder or holders of the membership represented thereby, and shall be in such form as shall be approved by the Board of Directors. Membership certificates shall be consecutively numbered, bound in one or more books, and shall be issued therefrom upon certification as to the transfer of title to the lot to which such membership is appurtenant. Every membership certificate shall be signed by the President or a Vice President and the Secretary or an Assistant Secretary and shall be sealed with the corporate seal. Such signatures and seal may be original or facsimile.

Section 3. Lost Certificates. The Board of Directors may direct a new certificate or certificates to be issued in place of any certificate or certificates previously issued by the Association and alleged to have been destroyed or lost, upon the making of an affidavit of the fact by the person claiming the membership certificate to be lost or destroyed. When authorizing such issuance of a new certificate or certificates, the Board of Directors may, in its discretion, and as a condition precedent to the issuance thereof, require the registered holder or holders of such lost or destroyed certificate or certificates, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and to give the Association a bond in such sum as the Board of Directors may require as indemnity against any claim that may be made against the Association on account of the issuance of such new certificate.

Section 4. Liquidation Rights. In the event of any voluntary or involuntary dissolution of the Association each Class A member of the Association shall be entitled to receive out of the assets of the Association available for distribution to the members an amount equal to that proportion of such assets which the number of Class A memberships held by such member bears to the total number of Class A memberships of the Association then issued and outstanding.

ARTICLE IV

Meeting of Members

Section 1. Place of Meeting. Meetings of the memberships shall be held at the principal office or place of business of the Association or at such other suitable place within the State of Maryland which is reasonably convenient to the membership and as may from time to time be designated by the Board of Directors.

Section 2. Annual Meetings. The first annual meeting of the members of the Association shall be held at such time and place as may be designated by the Board of Directors;

provided, however that the first annual meeting of members shall be held within one (1) year from the date of filing of the Articles of Incorporation of the Association with the State Department of Assessments and Taxation of Maryland. Thereafter, the annual meetings of the members shall be held during the month of March of each succeeding year. At such meeting there shall be elected by ballot of the members a Board of Directors in accordance with the requirements of Article V of these By-Laws. The members may also transact such other business as may properly come before them.

Section 3. Special Meetings. It shall be the duty of the President to call a special meeting of the members as directed by resolution of the Board of Directors or upon a petition signed by at least twenty percent (20%) of each class of the then members, having been presented to the Secretary; provided, however, that no special meetings shall be called, except upon resolution of the Board of Directors, prior to the first annual meeting of members as hereinabove provided for. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 4. Notice of Meeting. It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof, as well as the time and place where it is to be held, to each member of record, at his address as it appears on the membership books of the Association or, if no such address appears, at his last known place of address, at least ten (10) but not more than ninety (90) days prior to such meeting. Notice by either such method shall be considered as notice served. Attendance by a member at any meeting of the members shall be a waiver of notice by him of the time, place and purpose thereof. Notice of any annual or special meeting of the members of the Association may also be waived by any member either prior to, at or after any such meeting. In addition hereto, notice of meetings shall be given in accordance with any State or County "Sunshine" Law requiring notice of meetings to members. In the event the provisions of any such law and the provisions of this paragraph conflict, compliance with the applicable law shall constitute full compliance with the terms hereof.

Section 5. Roster of Membership. The Board of Directors of the Association shall maintain a current roster of the names and addresses of each member to which written notice of meetings of the members of the Association shall be delivered or mailed. Each lot owner shall furnish the Board of Directors with his name and current mailing address.

Section 6. Quorum. "Quorum of Members" shall mean and refer to the representation by presence or proxy of Members who hold twenty-five percent (25%) of the outstanding votes of each voting Class. "Quorum of Owners" shall mean and refer to the representation by presence or proxy of seventy-five percent (75%) of the outstanding class A votes and the

representation by presence or proxy of the Class C votes so long as it shall exist. A Quorum of Owners shall be required in order to conduct an Annual Meeting, elect a Board of Directors, Amend the Declaration, Articles of Incorporation or these Bylaws, or as otherwise required by the Declaration. For all other matters, a Quorum of Members shall be required.

Section 7. Adjourned Meetings. If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may, except as otherwise provided by law, adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

Section 8. Voting. At every meeting of the members, each Class A member shall have the right to cast one (1) vote for each Class A membership which he owns on each question. Each Class B member shall have the right to cast one (1) vote for each Class B membership which he owns on each question. The Class C member shall cast those votes in an amount equal to 2,800 votes less the number of Class B votes eligible to be cast. The vote of the members representing fifty-one percent (51%) of the total of votes of the membership present at the meeting, in person or by proxy, calculated as aforesaid, shall be necessary to decide any question brought before such meeting, unless the question is one upon which, by the express provision of law or of the Articles of Incorporation, or of the Declaration or of these By-Laws, a different vote is required, in which case such express provision shall govern and control. The vote for any membership which is owned by more than one person may be exercised by any of them present at any meeting unless any objection or protest by any other owner of such membership is noted at such meeting. In the event all of the co-owners of any membership who are present at any meeting of the members are unable to agree on the manner in which the votes for such membership shall be cast on any particular question, then such vote shall not be counted for purposes of deciding that question. In the event any membership is owned by a corporation, then the vote for any such membership shall be cast by a person designated in a certificate signed by the President or any Vice President of such corporation and attested by the Secretary or an Assistant Secretary of such corporation and filed with the Secretary or an Assistant Secretary of the Association, prior to or during the meeting. Any such certificate shall remain valid until revoked or superseded in writing. The vote for any membership which is owned by a trust or partnership may be exercised by any trustee or partner thereof, as the case may be, and, unless any objection or protest by any other such trustee or partner is noted at such meeting the Chairman of such meeting shall have no duty to inquire as to the authority of the person casting such vote or votes. No Class A member shall be eligible to vote, either in person or by proxy, or to be elected to the Board of Directors, who is shown on the books or management accounts of the Association to be more than sixty (60) days delinquent in any payment due the Association.

Section 9. Proxies. A member may appoint any other member or the Declarant or the Management Agent as his proxy. In no case may any member (except the Declarant or the Management Agent) cast more than one (1) vote by proxy in addition to his own vote. Any proxy must be in writing and must be filed with the Secretary in form approved by the Board of Directors before the appointed time of each meeting. Unless limited by its terms, any proxy shall continue until revoked by a written notice of revocation filed with the Secretary or by the death of the member; provided, however, that no proxy shall be effective for a period in excess of one hundred eighty (180) days unless granted to a mortgagee or lessee of the lot to which the votes are appurtenant.

Section 10. Right of Mortgagees. Any institutional mortgagee of any lot who desires notice of the annual and special meetings of the members shall notify the Secretary to that effect by Registered Mail - Return Receipt Requested. Any such notice shall contain the name and post office address of such institutional mortgagee and the name of the person to whom notice of the annual and special meeting of the members should be addressed. The Secretary of the Association shall maintain a roster of all institutional mortgagees from whom such notices are received and it shall be the duty of the Secretary to mail or otherwise cause the delivery of a notice of each annual or special meeting of the members to each such institutional mortgagee, in the same manner, and subject to the same requirements and limitations as are otherwise provided in this Article for notice to the members. Any such institutional mortgagee shall be entitled to designate a representative to attend any annual or special meeting of the members and such representative may participate in the discussion at any such meeting and may, upon his request made to the Chairman in advance of the meeting, address the members present at any such meeting. Such representative shall have no voting rights at any such meeting. Such representative shall be entitled to copies of the minutes of all meetings of the members upon request made in writing to the Secretary.

Section 11. Order of Business. The order of business at all regularly scheduled meetings of the members shall be as follows:

(a) Roll call and certificate of proxies.
(b) Proof of notice of meeting or waiver of notice.
(c) Reading and disposal of minutes of preceding meeting, if any.
(d) Reports of officers, if any.
(e) Reports of committees, if any.
(f) Unfinished business.
(g) New business.
(h) Election or appointment of inspectors of election.
(i) Election of directors.
(j) Adjournment.

In the case of special meetings, items (a) through (d) shall be applicable and thereafter the agenda shall consist of the items specified in the notice of the meeting.

Section 12. Rules of Order and Procedure. The rules of order and all other matters of procedure at all annual and special meetings of the members shall be determined by the Chairman of such meeting.

Section 13. Inspectors of Election. The Board of Directors may, in advance of any annual or special meeting of the members appoint an uneven number of one or more inspectors of election to act at the meeting and at any adjournment thereof. In the event inspectors are not so appointed, the Chairman of any annual or special meeting of members shall appoint such inspectors of election. Each inspector so appointed, before entering upon the discharge of his duties, shall take and sign an oath faithfully to execute the duties of inspector of election at such meeting. The oath so taken shall be filed with the Secretary of the Association. No officer or Director of the Association, and no candidate for Director of the Association, shall act as an inspector of election at any meeting of the members if one of the purposes of such meeting is to elect Directors.

ARTICLE V

Directors

Section 1. Number and Qualifications. The affairs of the Association shall be governed by the Board of Directors composed of an uneven number of at least three (3) natural persons and not more than nine (9) natural persons, a majority of whom (after the lapse of all of the Class C memberships as provided in Article III of these By-Laws) shall be Class A members of the Association. From and after the first annual meeting of members of the Association, the Board of Directors shall be composed of not less than five (5) natural persons.

Prior to the lapse of all the Class C memberships as provided in Article III of these By-Laws, the number of Directors shall be determined, from time to time, by a vote of the initial Directors hereinafter established. Thereafter, the number of Directors shall be determined by a vote of the members at the annual meeting of members and the number of Directors may be changed by a vote of the members at any subsequent annual or special meeting of the members; provided, however, that (a) the limitations of this Section shall continue to apply; and (b) no such change shall operate to curtail or extend the term of any incumbent Director.

Section 2. Initial Directors. The initial Directors shall be selected by the Declarant and need not be members of the Association. The names of the Directors who shall act as such from the date upon which the Article of Incorporation of the Association are accepted for record by the State Department of Assessments and Taxation of

Maryland, and until the first annual meeting of the members or until such time as their successors are duly chosen and qualified, whichever shall last occur, are as set forth in the Articles of Incorporation of the Association.

Section 3. Powers and Duties. The Board of Directors shall have all the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law or by the Declaration or these By-Laws directed to be exercised and done by the members. The powers and duties of the Board of Directors shall include, but shall not be limited to, the following:

To provide for the

(a) care, upkeep and surveillance of the common areas and community facilities and services in a manner consistent with law and the provisions of these By-Laws and the Declaration; and

(b) establishment, collection, use and expenditure of assessments and carrying charges from the members and for the assessment, the filing and enforcement of liens therefor in a manner consistent with law and the provisions of these By-Laws and the Declaration; and

(c) design, hiring and dismissal of the personnel necessary for the good working order and proper care of the common areas and community facilities and to provide services for the project in a manner consistent with law and the provisions of these By-Laws and the Declaration; and

(d) promulgation and enforcement of such rules and regulations and such restrictions on or requirements as may be deemed proper respecting the use, occupancy and maintenance of the common areas and community facilities as are designated to prevent unreasonable interference with the use of the common areas and community facilities by the members and others, all of which shall be consistent with law and the provisions of these By-Laws and the Declaration; and

(e) authorization, in their discretion, of the payment of patronage refunds from residual receipts when and as reflected in the annual report; and

(f) to enter into agreements whereby the Association acquires leaseholds, memberships and other possessory or use interest in real or personal property for the purpose of promoting the enjoyment, recreation or welfare of the members and to declare expenses incurred in connection therewith to be common expenses of the Association; provided, however, that so long as any lot in the project is then encumbered by a deed of trust or mortgage which is guaranteed by the Veterans Administration and there are then Class C memberships of the Association outstanding, no such agreements shall be entered into without the prior written consent and approval of the Veterans Administration; and

(g) to purchase such policies of insurance as shall from time to time be considered appropriate by the Board of Directors including, without limitation, casualty insurance public liability insurance, workmen's compensation insurance to the extent necessary to comply with any applicable law, so-called "legal expense indemnity insurance" affording protection for the officers and Directors of the Association for expenses and fees incurred by any of them in defending any suit or settling any claim or cause of action to which any such officer or Director shall have been made a party by reason of his or her service as such, fidelity coverage and the like; and

(h) to repair, restore or reconstruct all or any part of the common areas and community facilities after any casualty loss in a manner consistent with law and the provisions of these By-Laws and to otherwise improve the common areas and community facilities; and

(i) to lease, grant licenses, easements, rights-of-way and other rights of use in all or any part of the common areas and community facilities; and

(j) to purchase lots and to lease, mortgage or convey the same, subject to the provisions of these By-Laws and the Declaration; and

(k) to appoint the members of the Architectural Review Board provided for in the Declaration and to appoint the members of such other committees as the Board of Directors may from time to time designate.

(l) to appoint the members of the Appeals Board, which shall consist of not less than five (5) Class A members. The actual number of the members of the Appeals Board may be changed from time to time by the Board of Directors. The Appeals Board shall have such duties as are outlined in the Declaration, and as directed by the Board of Directors, provided that the duties delegated by the Board of Directors shall be consistent with those duties outlined in the Declaration.

(m) to appoint members of the Cluster Committees of each Cluster, which shall consist of not less than three (3) Class A members owning lots in each respective Cluster. The duties of the Cluster Committees shall be to advise the Board of Directors on matters pertaining to each Cluster, and as otherwise directed by the Board of Directors.

(n) to appoint members of the Neighborhood Service District Councils for each Neighborhood, which shall consist of not less than 3 Class A members owning units within each respective Neighborhood. The duties of the Neighborhood Service District Council shall be to advise the Board of Directors on matters pertaining to each Neighborhood, and as otherwise directed by the Board of Directors.

Section 4. Management Agent. The Board of Directors shall employ to 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. Any management agreement entered into by the Association shall provide, inter alia, that such agreement may be terminated with or without 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 year; provided, however, that the term of any such management agreement may be renewable by mutual agreement of the parties for successive one-year periods.

Section 5. Election and Term of Office. The term of the Directors named herein shall expire when their successors have been elected at the first annual meeting of members and are duly qualified. The election of Directors shall be by secret written ballot, unless balloting is dispensed with by the unanimous consent of the members present at any meeting, in person or by proxy. There shall be no cumulative voting. At the first annual meeting of the members, the term of office of the Director receiving the greatest number of votes shall be fixed for three (3) years. The term of office of the Director receiving the second greatest number of votes shall be fixed for two (2) years and the term of the office of the other Director or Directors shall be fixed for one (1) year. At the expiration of the initial term of office of each respective Director, his successor shall be elected to serve a term of three (3) years. In the alternative, the membership may by resolution duly made and adopted at the first annual meeting of members, or at any subsequent annual meeting, resolve to fix the term for each Director elected at any such meeting at one (1) year. Directors shall hold office until their successors have been elected and hold their first regular meeting.

Section 6. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the membership shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum, and each person so elected shall be a Director until a successor is elected by the members at the next annual meeting to serve out the unexpired portion of the term.

Section 7. Resignation and Removal of Directors. Any Director may resign at any time upon written notice to the Board of Directors. At an annual meeting of members, or at any special meeting duly called for such purpose (but only after the lapse of all of the Class C memberships as provided in Article III of these By-Laws) any Director may be removed with or without cause by the affirmative vote of the majority of the votes of the members present and voting, in person or by proxy, and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the members shall be given an opportunity to be heard at the meeting. The term of any Director who is a Class A member of the Association

and who becomes more than sixty (60) days delinquent in payment of any assessments or carrying charges due the Association may be terminated by resolution of the remaining Directors and the remaining Directors shall appoint his successor as provided in this Article.

Section 8. Compensation. No compensation shall be paid to Directors for their services as Directors. After the first annual meeting of the members, no remuneration shall be paid to any Director who is also a member for services performed by him for the Association in any other capacity unless a resolution authorizing such remuneration shall have also been adopted by the Board of Directors before such services are undertaken. Directors may be reimbursed for their actual out-of-pocket expenses necessarily incurred in connection with their services as Directors.

Section 9. Organization Meeting. The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, provided a majority of the whole Board of Directors shall be present at such first meeting.

Section 10. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors, but at least two (2) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, telephone or telegraph, at least six (6) days prior to the day named for such meeting.

Section 11. Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) days' notice to each Director, given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least one-half (½) of the Directors.

Section 12. Waiver of Notice. Before, at or after any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board of Directors shall be a waiver of notice by him of the time, place and purpose thereof. If all the Directors are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting.

Section 13. Quorum. At all meetings of the Board of Directors a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at any meeting at which a quorum is present shall be the acts of the Board of

Directors. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 14. Action Without Meeting. Any action by the Board of Directors required or permitted to be taken at any meeting may be taken without a meeting if all of the members of the Board of Directors shall individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board of Directors.

Section 15. Notice to Members. The Secretary of the Corporation shall provide notice of the time and place of meetings of the Board of Directors in the manner required by any State, County or local "Sunshine" Law applicable to the affairs of the Association. In the event no such law exists or if there are no requirements of notice of the time and place of meetings of the Board of Directors in any such law, then no notice of the time and place of meetings of the Board of Directors need be given to the members.

Section 16. Rights of Mortgagees. Any institutional mortgagee of any lot who desires notice of the regular and special meetings of the Board of Directors shall notify the Secretary to that effect by Registered Mail - Return Receipt Requested. Any such notice shall contain the name and post office address of such institutional mortgagee and the name of the person to whom notice of the regular an special meetings of the Board of Directors should be addressed. The Secretary of the Association shall maintain a roster of all institutional mortgagees from whom such notices are received and it shall be the duty of the Secretary to mail or otherwise cause the delivery of a notice of each regular or special meeting of the Board of Directors to each such institutional mortgagee, in the same manner, and subject to the same requirements and limitations, as are otherwise provided in this Article for notice to the members of the Board of Directors. Any such institutional mortgagee shall be entitled to designate a representative to attend any regular or special meeting of the Board of Directors and such representatives may participate in the discussion at any such meeting and may, upon his request made to the Chairman in advance of the meeting, address the members of the Board of Directors present at any such meeting. Such representative shall be entitled to copies of the minutes of all meetings of the Board of Directors upon request made in writing to the Secretary.

Section 17. Fidelity Bonds. The Board of Directors shall require that all officers, Directors and employees of the Association regularly handling or otherwise responsible for the funds of the Association shall furnish adequate fidelity bonds or equivalent insurance against acts of dishonesty. The premiums on such bond or insurance shall be paid by the Association.

ARTICLE VI

Officers

Section 1. Designation. The principal officers of the Association shall be a President, a Vice President, a Secretary, and a Treasurer, all of whom shall be elected by a Board of Directors. Prior to the lapse of all the Class C memberships as provided in Article III of these By-Laws, the officers of the Association need not be members of the Association. Thereafter, except for the President, the officers of the Association need not be members of the Association. The Board of Directors may appoint an assistant secretary and an assistant treasurer and such other officers as in their judgment may be necessary. The offices of Secretary and Treasurer may be filled by the same person.

Section 2. Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at the organization meeting of each new Board and shall hold office at the pleasure of the Board of Directors.

Section 3. Resignation - Removal of Officers. Any officer may resign at any time upon written notice to the Board of Directors. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors called for such purpose.

Section 4. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the members and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of president of a corporation.

Section 5. Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board shall appoint some other member of the Board to do so on an interim basis. The Vice President shall also assist the President generally and shall perform such other duties as shall from time to time be delegated to him by the Board of Directors.

Section 6. Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the members of the Association. The Secretary shall give notice of all annual and special meetings of the members of the Association in conformity with the requirements of these By-Laws. The Secretary shall have custody of the seal of the Association, if any. The Secretary shall have charge of the membership transfer books and of such other books and papers as the Board of Directors may direct and he shall, in general, perform all of the duties incident to the office of Secretary.

Section 7. Treasurer. The Treasurer shall have responsibility for funds and securities of the Association and shall be responsible for keeping, or causing to be kept, full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for causing the deposit of all monies and other valuable effects in the name, and to the credit of the Association in such depositaries as may from time to time be designated by the Board of Directors.

ARTICLE VII

Fiscal Management

Section 1. Fiscal Year. The fiscal year of the Association shall begin on the first day of January every year, except for the first fiscal year of the Association which shall begin on the date when the Articles of Incorporation of the Association are accepted for record by the State Department of Assessments and Taxation of Maryland. The commencement date of the fiscal year herein established shall be subject to change by the Board of Directors should the practice of the Association subsequently dictate.

Section 2. Principal Office - Change of Same. The principal office of the Association shall be as set forth in Article I of the By-Laws. The Board of Directors, by appropriate resolution, shall have the authority to change the location of the principal office of the Association from time to time.

Section 3. Books and Accounts. Books and accounts of the Association shall be kept under the direction of the Treasurer in accordance with generally accepted accounting practices consistently applied. The same shall include books with detailed accounts, in chronological order, of receipts and of the expenditures and other transactions of the Association and its administration and shall specify the maintenance and repair expenses of the common areas and community facilities, services required or provided with respect to the same and any other expenses incurred by the Association. The amount of any assessment or portion of any assessment, required for payment of any capital expenditures or reserves of the Association may be credited upon the books of the Association to the "Paid-in-Surplus" account as a capital contribution by the members.

Section 4. Auditing. At the close of each fiscal year, the books and records of the Association shall be audited by an independent Certified Public Accountant whose report shall be prepared and certified in accordance with generally accepted auditing standards, consistently applied. Based upon such report, the Association shall furnish the members and any mortgagee requesting the same with an annual financial statement, including the income and disbursements of the Association, within ninety (90) days following the end of each fiscal year.

Section 5. Inspection of Books. The books and accounts of the Association, vouchers accrediting the entries made thereupon and all other records maintained by the Association shall be available for examination by the members and their duly authorized agents or attorneys, and to the institutional holder of any first mortgage on any lot and its and their duly authorized agents or attorneys, during normal business hours and for purposes reasonably related to their respective interests and after reasonable notice.

Section 6. Execution of Corporate Documents. With the prior authorization of the Board of Directors, all notes and contracts shall be executed on behalf of the Association by either the President or a Vice President, and all checks shall be executed on behalf of the Association by such officers, agents or other persons as are from time to time so authorized by the Board of Directors.

Section 7. Seal. The Board of Directors may provide a suitable corporate seal containing the name of the Association which seal shall be in the charge of the Secretary. If so directed by the Board of Directors, a duplicate seal may be kept and used by the Treasurer or any assistant secretary or assistant treasurer.

ARTICLE VIII

Amendment

Section 1. Amendments. Subject to the other limitations set forth in these By-Laws, these By-Laws may be amended by the affirmative vote of members representing two-thirds (2/3) of the then Class A members and the vote of the then Class C member of record at any meeting of the members duly called for such purpose in accordance with the provisions and requirements of these By-Laws.

Section 2. Proposal of Amendments. Amendments to these By-Laws may be proposed by the Board of Directors of the Association or by petition signed by at least twenty-five percent (25%) of the total vote of the Class A members, which petition shall be delivered to the Secretary. A description of any proposed amendment shall accompany the notice of any annual or special meeting of the members at which such proposed amendment is to be considered and voted upon.

ARTICLE IX

Mortgages - Notice - Other Rights of Mortgagees - FHA - Veterans Administration - MNCPPC&PC

Section 1. Notice to Board of Directors. Any owner of any lot in the project who mortgages such lot shall promptly notify the Board of Directors of the name and address of his mortgagee and, if requested so to do, shall file a conformed copy of such mortgage with the Board of Directors. The Board of Directors shall maintain a suitable roster pertaining to such mortgages.

Section 2. Consents. Any other provision of these By-Laws or of the Declaration 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 the institutional holders of all first mortgages of record on the lots:

(a) abandon, partition, subdivide, encumber, sell or transfer any of the common areas and 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

(b) abandon or terminate the Declaration; or

(c) modify the method of determining and collecting common expense assessments or other assessments as provided for in the Declaration: or

(d) resolve to use the proceeds of casualty insurance for any purpose other than the repair, replacement or reconstruction of the common areas and community facilities; or

(e) modify or amend any material or substantive provision of the Declaration or these By-Laws.

Section 3. Casualty Losses. In the event of damage or destruction to the common areas or community facilities by fire or other casualty, the same shall be promptly repaired, replaced or reconstructed in substantial conformity with the original plans and specifications for the common areas and community facilities with the proceeds of insurance available for that purpose, if any. In the event that the proceeds of insurance are not sufficient to repair damage or destruction of the common areas or community facilities caused by fire or other casualty, or in the event such damage or destruction is caused by any casualty not insured against, then and in either of those events, upon resolution of the Board of Directors, the repair, replacement or reconstruction of the damage shall be accomplished promptly by the Association at its common expense. The Association shall not use the proceeds of casualty insurance received as a result of damage or destruction of the common areas or community facilities for purposes other than the repair, replacement or reconstruction of the common areas and community facilities without the prior written consent and approval of the institutional holders of all first mortgages of record on the lots.

In the event of substantial damage or destruction to any part of the common areas and 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

these By-Laws shall entitle any member of the Association 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 4. Condemnation or Eminent Domain. In the event any portion of the common areas or community facilities is made the subject matter of any condemnation or eminent domain proceeding, or is otherwise sought to be acquired by the 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 these By-Laws shall entitle any member of the Association 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 award or settlement relating to a taking of any of the common areas and community facilities.

Section 5. Federal Housing Administration. Provided that any lot in the project is then encumbered by a deed of trust or mortgage which is insured by the Federal Housing Administration and, provided further, that there are then Class C 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 and approval of the Federal Housing Administration:

(a) abandon, partition, subdivide, encumber, sell or transfer any of the common areas and 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

(b) abandon or terminate the Declaration; or

(c) modify or amend any material or substantive provisions of the Declaration or these By-Laws.

Section 6. Veterans Administration. Provided that any lot in the project is then encumbered by a deed of trust or mortgage which is insured by the Veterans Administration and, provided further, that there are then Class C 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 and approval of the Veterans Administration.

(a) abandon, partition, subdivide, encumber, sell or transfer any of the common areas and community facilities; provided, however, that the granting of rights-of-way, ease-

ments 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 the Declaration; or

(c) modify or amend any material or substantive provisions of the Declaration or these By-Laws.

Section 7. Consent of the Maryland-National Capital Park and Planning Commission. 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 the Maryland-National Capital Park and Planning Commission:

(a) abandon, partition, subdivide, encumber, sell or transfer any of the common areas and 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

(b) abandon or terminate this Declaration; or

(c) modify or amend any material or substantive provision of this Declaration or the By-Laws of the Association.

(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 as provided in the 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.

ARTICLE X

Interpretation - Miscellaneous

Section 1. Conflict. These By-Laws are subordinate and subject to all provisions of the Declaration and to the provisions of the Articles of Incorporation of the Association. All of the terms hereof, except where clearly repugnant to the context, shall have the same meaning as they are defined to have in the Declaration. In the event of any conflict between these By-Laws and the Declaration, the provisions of the Declaration shall control; and in the event of any conflict between these By-Laws and the Articles of Incorporation of the Association, the provisions of the Articles of Incorporation shall control.

Section 2. Notices. Unless another type of notice is herein elsewhere or by law specifically provided for, any and all notices called for in these By-Laws shall be given in writing.

Section 3. Severability. In the event any provision or provisions of these By-Laws shall be determined to be invalid, void or unenforceable, such determination shall not render invalid, void or unenforceable any other provision hereof which can be given effect.

Section 4. Waiver. No restriction, condition, obligation or provisions of these By-Laws shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.

Section 5. Captions. The captions contained in these By-Laws are for convenience only and are not a part of these By-Laws and are not intended in any way to limit or enlarge the terms and provisions of these By-Laws or to aid in the construction thereof.

Section 6. Gender, etc. Whenever in these By-Laws the context so requires, the singular number shall include the plural and the converse, and the use of any gender shall be deemed to include all genders.

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DECLARATION OF COVENANTS AND RESTRICTIONS
OF
LONGMEAD CROSSING

THIS DECLARATION OF COVENANTS AND RESTRICTIONS ("Declaration") is made this 27th day of December, 1983, A.D., by LONGMEAD CROSSING LIMITED PARTNERSHIP, and PULTE HOME CORPORATION, A Delaware Corporation, hereinafter collectively called "Developer".

WITNESSETH:

WHEREAS, Developer is the owner of the real property described in Exhibit A of this declaration and desires to create thereon the first section of the Community of Longmead Crossing as a residential planned community, such community to have a planned mix of land uses, including various housing types, permanent parks, open spaces and community facilities for the benefit of said community, and

WHEREAS, Developer desires to provide for the preservation and enhancement of the property values, amenities and opportunities in said community contributing to the personal and general health, safety and welfare of residents and for the maintenance of the land and improvements thereon, and to this end desires to subject the real property described in Exhibit A together with such additions as may hereafter be made thereto (as provided in Article II) 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 each owner thereof; and

WHEREAS, to provide a means for meeting the purposes and intents herein set forth and the intents and requirements of Montgomery County and the Maryland National Capital Park & Planning Commission, the Developer has incorporated under

1983 DEC 28 AM 10 40
CLERK'S OFFICE
MONTGOMERY COUNTY, MD

Notified By: _____

the laws of the State of Maryland the Longmead Crossing Community Services Association, Inc.

NOW, THEREFORE, the Developer declares that the real property described in Exhibit A, and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth;

AND FURTHER, the Developer hereby delegates and assigns to Longmead Crossing Community Services Association, Inc. the powers of owning, maintaining and administering the community properties and facilities, administering and enforcing the covenants and restrictions, collecting and disbursing the assessments and charges hereinafter created, and promoting the recreation, health, safety and welfare of the residents.

ARTICLE I

DEFINITIONS

Section 1. "Approval" shall mean and refer to the issuance by any public agency of written approval, or any written waiver of approval rights or a letter of "no objection".

Section 2. "Assessable Unit" shall mean and refer to any real property within the Properties which is subject to assessments, as provided in Article V.

Section 3. "Association" shall mean and refer to the Longmead Crossing Community Services Association, Inc., its successors and assigns.

Section 4. "Board of Trustees" shall mean and refer to the same body as the "Board of Directors" as the same is

established and defined in the Articles of Incorporation and By-laws of Longmead Crossing Community Services Association, Inc.

Section 5. "Book of Resolutions" shall mean and refer to the document containing the rules and regulations and policies of the Association as they may from time to time be amended.

Section 6. "Cluster" shall mean and refer to one or more Lots which are subject to the same Supplementary Declaration.

Section 7. "Cluster Common Area" shall mean and refer to portions of the Common Area which are designated as Cluster Common Area in the Governing Documents and which are for the primary use and enjoyment of Members residing in such Cluster.

Section 8. "Common Area" shall mean and refer to all real property and improvements thereon owned or leased by the Association for the use and enjoyment of the Members. The Common Area to be owned by the Association at the time of the conveyance of the first Lot to an Owner who is not the Developer or a Participating Builder is described in Exhibit B hereto.

Section 9. "Declaration" shall mean and refer to the covenants, conditions and restrictions and all other provisions herein set forth in this entire document, as same may from time to time be amended.

Section 10. "Developer" shall mean and refer to Longmead Crossing Limited Partnership and Pulte Home Corporation, their successors and assigns; provided, however, that no successor

or assignee of the Developer shall have any rights or obligations of the Developer hereunder unless such rights and obligations are specifically set forth in the instrument of succession or assignment or which pass by operation of law. The rights and obligations set forth herein of the Developer, as Developer, shall cease when new Living Unit construction contemplated by the Development Plan is substantially completed or after five years have lapsed since the filing of the last Supplementary Declaration establishing a Cluster.

Section 11. "Development Plan" shall mean and refer to the total general scheme of intended uses of land in the Properties approved by Montgomery County and MNCPPC, as illustrated in Exhibit C hereof, as may be amended from time to time, and as further defined in Article II.3.

Section 12. "Federal Mortgage Agencies" shall mean and refer to those Federal Agencies who have an interest in the properties, such as the Federal Housing Administration, the Veterans Administration, the Federal National Mortgage Association and the Federal Home Loan Mortgage Corporation, or successors to their interests.

Section 13. "First Mortgagee" shall mean and refer to an Institutional Lender who holds the first deed of trust on a Lot or Living Unit and who has notified the Association of his holdings.

Section 14. "Founding Documents" shall mean and refer to the Articles of Incorporation of the Association, this Declaration, Supplementary Declarations, and the Association Bylaws, all as initially drawn by the Developer and filed

and recorded as the case may be, and all as may be duly amended from time to time.

Section 15. "Governing Documents" shall mean and refer collectively and severally to the Founding Documents and the Book of Resolutions, as such may be amended from time to time.

Section 16. "Institutional Lender" shall mean and refer to one or more commercial or savings banks, savings and loan associations, trust companies, credit unions, industrial loan associations, insurance companies, pension funds, or business trusts including but not limited to real estate investment trusts, any other lender regularly engaged in financing the purchase, construction, or improvement of real estate, or any assignee of loans made by such a lender, or any combination of any of the foregoing entities.

Section 17. "Lead Lender" shall mean and refer to the First Mortgagee holding the greater number of first mortgages on Lots.

Section 18. "Living Unit" shall mean and refer to any portion of a structure situated upon the Properties designed and intended for use and occupancy as a residence by a Single Family.

Section 19. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties, with the exception of Common Area as heretofore defined, and to any condominium unit created under Annotated Code of Maryland, Real property Article, Title 11, as such may be amended from time to time.

Section 20. "Members" shall mean and refer to members of the Association which shall consist of all Owners and all Occupants.

Section 21. "Multi-Family Rental Structure" shall mean and refer to a structure owned by a single entity with two or more Living Units under one roof.

Section 22. "Neighborhood Service District" shall mean and refer to a portion of the Properties which is a coherent and defined geographic area, containing more than one Cluster, within which the Owners and Occupants by virtue of provisions contained in the Governing Documents, may share the enjoyment of certain services or rights of use which are not enjoyed by all Members.

Section 23. "Notice" shall mean and refer to (1) written notice delivered personally or mailed to the last known address of the intended recipient, or (2) notice published at least once a week for two consecutive weeks in a newspaper having general circulation in Montgomery County.

Section 24. "Occupant" shall mean and refer to an occupant of a Living Unit who is the Owner or contract purchaser or lessee or sublessee who holds a written lease having an initial term of at least twelve (12) months.

Section 25. "Owner" shall mean and refer to (1) the record holder of the fee simple title to any Lot, whether one or more persons or entities, (2) contract sellers; the term shall exclude those having such interest merely as security for the performance of an obligation.

Section 26. "Participating Builder" shall mean and refer to a person or entity which acquires a portion of the Properties for the purpose of improving such portion in accordance with the Development Plan for resale to Owners.

Section 27. "Properties" shall mean and refer to all real property which is hereby subjected to the Declaration, together with such other real property as may from time to time be annexed thereto under the provisions of Article II. hereof.

Section 28. "Quorum of Members" shall mean and refer to the representation by presence or proxy of Members who hold twenty-five percent (25%) of the outstanding votes of each voting class.

Section 29. "Quorum of Owners" shall mean and refer to the representation by presence or proxy of Members who hold seventy-five percent of the outstanding Class A votes and the representation by presence or proxy of the Class C member so long as it shall exist.

Section 30. "Registered Notice" shall mean and refer to any Notice which has been signed for by a recipient or has been certified by the U. S. Postal Service or other entity as having been delivered to the address of the intended recipient. Failure by refusal of an intended recipient to acknowledge such Notice shall nevertheless constitute receipt when such refusal is witnessed by two other people.

Section 31. "Single Family" shall mean and refer to a single housekeeping unit which may include not more than three adults who are legally unrelated.

Section 32. "Supplementary Declaration" shall mean and refer to any declaration of covenants, conditions and restrictions which may be recorded by the Developer, which extends the provisions of this Declaration to a Cluster or Common Area and which may contain such complementary provisions for such Cluster or Common Area as are deemed appropriate by the Developer and as are herein required.

Section 33. "MNCPPC" shall mean and refer to the Maryland-National Capital Park and Planning Commission.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION ADDITIONS THERETO

Section 1. The "Properties". The real property which is and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration is located in Montgomery County, State of Maryland and is more particularly described in Exhibit A and represents the first stage of the Residential Planned Community known as Longmead Crossing.

Section 2. Additions to The Properties. Additional properties may become subject to this Declaration in the following manner:

(a) Additions by the Developer. The Developer shall have the right to subject to the Declaration any additional property which lies within the land area represented by the Development Plan as it may be amended from time to time, provided that not more than five (5) years have lapsed since the filing of the last Supplementary Declaration which subjects a Cluster to this Declaration. Upon request of the

Federal Mortgage Agencies or the Association, the Developer shall provide a statement which shall set forth an estimate of the net additional operating costs expected to result from the annexation and an estimate of the expected increase in user load, if any, upon existing developed recreation facilities.

(b) Other Additions. Additional land, other than that described above, may be annexed to the Properties upon approval of sixty-seven percent (67%) of the votes of a Quorum of Owners.

The additions authorized under subsection(a) and (b) shall be made upon securing the approval of the MNCPPC, by filing of record one or more Supplementary Declarations of covenants and restrictions with respect to the additional property and by filing with the Association a preliminary plat for such additions.

Section 3. The Development Plan.

(a) Purpose. The Development Plan, illustrated in Exhibit C, is the dynamic design for the staged development of the Properties as a Residential Planned Community which will be regularly modified and amended, as provided herein, during the several years required to build the community. Because the Development Plan is a temporary design, it shall not bind the Developer to make any of the additions to the Properties which are shown on the Development Plan or to improve any portion of such lands in accordance with the Development Plan unless and until a Supplementary Declaration is filed by the Developer for such property which subjects it to this Declaration. Thereupon, the

Developer shall then be obligated to complete development of such Cluster in accordance with the Development Plan currently in effect, unless sixth-seven percent (67%) of the votes of a Quorum of Owners, and MNCPPC as appropriate consent to a change.

(b) Amendments. The Developer hereby reserves the right to alter architectural and land plan design, and to add land to or amend the Development Plan for lands which have yet not been made subject to this Declaration, in response to changes in technological, economic, environmental or social conditions related to the development or marketing of the Properties or to changes in requirements of government agencies and financial institutions.

Such amendments shall be effected by (1) giving Notice of the proposed changes to the Association, (2) securing the approval of the MNCPPC, and (3) securing approval of the Federal Mortgage Agencies, as appropriate.

Section 4. Merger In accordance with its Articles of Incorporation, the property, rights and obligations of Longmead Crossing Community Services Association, Inc. may, by operation of law, be transferred to another surviving or consolidated association similar in corporate nature and purposes or, alternatively, the property, rights and obligations of an association similar in corporate nature and purposes may by operation of law be added to the property, rights and obligations of Longmead Crossing Community Services Associates, Inc. as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions

established upon any other properties as one scheme. No such merger or consolidations, however, shall effect any revocation, change or addition to the covenants established by this Declaration within the properties except as hereinafter provided. Such merger or consolidation shall have the assent of sixty-seven percent of the votes of the membership in a meeting in which a Quorum of Owners is present.

ARTICLE III

Section 1. Organization (a) The Association is a nonprofit non-stock corporation organized and existing under the laws of Maryland charged with the duties and vested with the powers prescribed by law and set forth in the Governing Documents, as such may be amended from time to time, provided no other Governing Documents than this Declaration shall for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

(b) Institutional Plan. As the operating responsibilities of the Association expand from those related to the properties as originally constituted to those required by the fully developed Residential Planned Community of Longmead Crossing, this Declaration and the Governing Documents shall guide the controlled and orderly evolution of the Association into a comprehensive community institution with three major operating and administrative levels, each with associated membership rights and assessment obligations:

(1) Cluster Level refers to the administrative and operational activities construed to be of material benefit primarily to Members within a single Cluster. A Cluster

shall be established by recording a Supplementary Declaration which sets forth its boundaries, purposes, membership constituency and right and obligations of Members which may be unique to such Cluster. A Cluster Committee, consisting of at least two Class A members, shall be established for each Cluster in accordance with the By-Laws and serve to advise the Board of Trustees on matters pertaining to such Cluster.

(2) Neighborhood Level refers to the administrative and operational activities construed to be of material benefit primarily to the Members of a Neighborhood Service District. A primary purpose of a Neighborhood Service District is to foster a sense of community at a neighborhood level by establishing an institutional identity at a scale less than is represented by the entire community. Neighborhood Service District boundaries shall be established by the Developer and the Supplementary Declaration recorded for each Cluster shall designate in which Neighborhood Service District the Cluster is to be located. A Neighborhood Service District Council shall be established for each Neighborhood in accordance with the Bylaws to advise the Board of Trustees on matters pertaining to such Neighborhood; a majority of the members of each Council shall be Class A members, unless otherwise provided in the Supplementary Declarations establishing each Cluster within a Neighborhood Service District.

(3) Community Level refers to the administrative and operational activities construed to be of material benefit to the Members at large without respect to the type or location of Living Unit in which they reside.

(c) Subsidiary Corporation. The Association shall have the right to form one or more subsidiary corporations, for any purpose or purposes deemed appropriate by a majority vote of the Board of Trustees. Without limiting the generality of the foregoing, one or more subsidiary corporations may be formed for the operation and maintenance of any specific area or to perform any function within the properties; however, such subsidiary corporation shall be subject to this Declaration and may not take any action to lessen or abate the rights of the Members.

Section 2. Membership.

(a) Basis. Membership shall be appurtenant to the Lot or Living Unit giving rise to such membership, and shall not be assigned transferred, pledged, hypothecated, conveyed, or alienated in any way except as provided in the Governing Documents.

(b) Member's Rights and Duties. Each member shall have the rights, duties and obligations set forth in the Governing Documents.

(c) Voting Rights. The Association shall have three classes of voting membership:

Class A. Class A Members shall be all Owners except the Class C Member. Class A Members shall be entitled to one vote for each Lot owned except an owner of a Lot on which a Multi-Family Rental Structure is constructed shall be entitled to one vote for each occupied Living Unit within such structure.

Class B. Class B Members shall be all occupants of Living Units. Class B Members shall have one vote for the Living unit they occupy.

Class C. The Class C Member shall be the Developer who shall have 2,800 votes less the number of Class B votes outstanding at the time a vote is taken.

The Class C Membership and the Class C voting rights shall cease upon the earlier of the following events: when the total number of Class B votes equals the total number of Class C votes or on December 31, 1990 Thereafter, the Developer shall have Class A membership rights for each Lot it may own.

(d) Exercise of Vote. The vote for any membership, which is held by more than one person may be exercised by any one of them, unless any objection or protest by any holder of such membership is made prior to the completion of a vote, in which case the vote for such membership shall not be counted.

Any person or entity qualifying as a member of more than one voting class, may exercise those votes to which he is entitled for each such class of membership.

If less than twenty-five percent (25%) of the outstanding Class A and Class B votes are cast in an election for any elective office, the Board of Trustees may declare the results of such election invalid and elect a Member to fill such office.

Section 3. Board of Trustees.

(a) Composition. The number, selection and term of office of Trustees shall be as provided in the Bylaws.

(b) Extent of Power.

(1) The Board of Trustees shall have all powers for the conduct of the affairs of the Association which are enabled by law or the Founding Documents which are

not specifically reserved to members or the Developer by said Documents.

(2) The Board of Trustees shall exercise its powers in accordance with the Governing Documents.

(c) Powers and Duties. Without limiting the generality thereof the Board shall have the power and obligation to perform the following duties:

(1) Real and Personal Property. To acquire, own, hold, improve, maintain, manage, lease, pledge, convey, transfer or dedicate real or personal property for the benefit of the Members in connection with the affairs of the Association except the acquisition, mortgaging or disposal of Common Area and/or improvements shall be subject to the provisions of Article II and Article IV, respectively.

(2) Rule Making. To establish rules and regulations for the use of property as provided in Articles IV and VI and to review, modify and approve architectural standards adopted by the Architectural Review Board; and

(3) Assessments. To fix, levy and collect assessments as provided in Article V; and

(4) Fees and Charges To set reasonable Fees and Charges for services requested by and exclusively benefiting a member and for controlled entry Common Area facilities.

(5) Easements. To grant and convey easements to the Common Area as may become necessary and as provided in Article VII; and

(6) Employment of Agents. To employ, enter into contract with, delegate authority to and supervise such

persons or entities as may be appropriate to manage, conduct and perform the business obligations and duties of the Association;

(7) Mergers/Consolidations. To participate in mergers and consolidations with other corporations as provided in Article II; and

(8) Appeals. To uphold, reverse or modify any decision of the Appeals Board; and

(9) Enforcement of Governing Documents. To perform acts, as may be reasonably necessary or appropriate, including bringing suit, causing a lien to be foreclosed or suspending membership rights, to enforce or effectuate any of the provisions of the Governing Documents, subject to any appeal which may be filed and is pending.

Section 4. The Architectural Review Board.

(a) Composition. The Architectural Review Board shall consist of three members appointed by the Board of Trustees until the first Neighborhood Council is established.

Thereafter, until the Developer's rights as Developer cease (Article I), the Architectural Review Board shall be composed of:

(1) A new Construction committee, composed of three members appointed by the Developer; and

(2) A Modification and Change Committee, composed of one representative, appointed by the Board of trustees, from each Neighborhood Service District Council, as provided in the Bylaws.

When the Developer's rights as Developer cease, the Architectural Review Board shall consist

of three or more persons who shall be appointed by the Board of Trustees as provided in the Bylaws.

(b) Powers and duties. The Architectural Review Board shall regulate the external design, appearance and operations of the Properties and improvements thereon in such a manner so as to preserve and enhance values and to maintain a harmonious relationship among structures, landscape improvements, and the natural vegetation and topography. In furtherance thereof, the Board shall:

(1) Review and approve, modify or disapprove written applications of Owners, which shall be by Registered Notice, and of the Association, for improvements or additions to Lots, Living Units or Common Areas. In this regard, during the period the Board is composed of the committees described above, the new Construction Committee shall act with respect to initial improvements to the Common Areas and Lots; the Modification and Change Committee shall act with respect to modification and changes to all the Common Area and Lots, including improvements thereon. All applications for modification and change to a Lot which are not in accordance with the original approved plan for such Lot or which do not meet the adopted standards, shall be acted upon with the advice of the Cluster Committee for the Cluster in which each lot is located.

(2) In accordance with the Bylaws and Book of Resolutions, monitor Lots for compliance with architectural standards and approved plans for alteration; and

(3) Adopt architectural standards subject to the confirmation of the Board of Trustees; and

(4) Adopt procedures subject to approval of the Board of Trustees for the exercise of its duties and enter them in the Book of Resolutions.

(c) Failure to Act. In the event the Architectural Review Board fails to approve, modify or disapprove in writing a correctly filed application within forth-five (45) days, approval will be deemed granted.

(d) Appeal. An applicant may appeal an adverse Board decision to the Appeals Board who may reverse or modify such decision.

Section 5. Appeals Board.

(a) Composition. The number and method of selection of the Appeals Board shall be provided in the Bylaws.

(b) Powers. The Appeals Board shall have the power and duty to:

(1) Decide appeals to decisions of the Architectural Review Board; and

(2) Decide cases including determination of damages, if any, of alleged infraction of the Governing Documents and thereupon to compel action, assess damages, or enjoin further action of parties found in violation of the Governing Documents; and

(3) Adopt procedures for the exercise of its duties and enter them upon approval of the Board of Trustees in the Book of Resolutions.

(c) Limitations. The Appeals Board may act upon an appeal only upon written petition of a Member or Members and shall act in accordance with the Bylaws and the Book of Resolutions. The Board of Trustees, upon its own motion, may reverse or modify a decision of the Appeals Board.

(d) Budget. The Board of Trustees shall annually budget a reasonable fund for the operations of the Appeals Board, supported by the General Assessment, the expenditure of which shall be in the sole discretion of the Appeals Board.

ARTICLE IV

COMMON AREA

Section 1. Obligations of the Association. The Association, subject to the rights of the Members set forth in this Declaration, shall be responsible for the management and control for the benefit of the Members of the Common Area conveyed to it and all improvements thereon (including furnishings and equipment related thereto), and shall keep the same in good, clean, attractive and sanitary condition, order and repair in compliance with standards contained in the Book of Resolutions. The cost of the Obligations set forth herein shall be borne by the Cluster within which the property is subject by the Supplementary Declaration establishing the Cluster.

Section 2. Easement of Enjoyment.

(a) Common Areas. Subject to the provisions herein, every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the Title to every Lot, and every Member shall have a right of enjoyment to the Common Area.

(b) Cluster Common Areas. Subject to the provisions herein, the Owners of Lots within a Cluster shall have a priority right and easement of enjoyment in and to the areas designated as Cluster Common Areas by the Governing

Documents or an amendment thereto, and every member within such Cluster shall have a priority right of enjoyment to the Cluster Common Areas.

Section 3. Extent of Members' Easements. The Members' easement of enjoyment created hereby shall be subject to the following:

(a) The right of the Association to establish reasonable admission and other fees for the use of the Common Areas;

(b) The rights of the Association to suspend the right an Owner has to the recreational facilities for any period during which any assessment against his Lot remains unpaid for more than thirty (30) days after notice until such default has been remedied; the right of the Association to suspend the right of a member to use the recreational facilities for a period not to exceed sixty (60) days for any other infraction of the Governing Documents;

(c) The right of the Association to mortgage any or all of the Common Area with the assent of sixty-seven percent (67%) of the vote of the membership in a meeting in which a Quorum of the Owners is present. In the event of a default upon any mortgage the lender's rights hereunder shall be limited to a right, after taking possession of such properties, to charge reasonable admission and other fees as a condition to continued enjoyment by the Members and, if necessary, to open the enjoyment of such properties to a wider public until the mortgage debt is satisfied, whereupon the possession of such properties shall be returned to the Association and all rights of the Members hereunder shall be fully restored;

(d) The right of the Association to convey, or transfer

all or any part of the Common Area, subject to the prior approval of MNCPPC and assent of sixty-seven percent (67%) of the votes of the membership in a meeting in which a Quorum of the Owners is present;

(e) The right of the Association to regulate the use of the Common Area for the benefit of Members.

Section 4. Delegation of Use. Any Member may delegate his right of enjoyment to the Common Area and facilities to the members of his family and to his guests subject to such general regulations as may be established from time to time by the Association and included within the Book of Resolution.

Section 5. Title to Common Area. The Developer may temporarily retain the legal title to areas designated as open space in the Development Plan, or portions thereof. The Developer hereby covenants that such open space or portions thereof that it may convey to the Association as Common Area or to a governmental agency as parkland shall be free and clear of liens and financial encumbrances at the time of conveyance. Assessments may not be used to defray operating and maintenance costs of designated open space which has not been conveyed to the Association.

In the event any open space in the properties which is not owned by the Association is foreclosed upon, the Association shall have a right of first refusal to purchase the open space for an amount not more than the outstanding obligation. If the open space is secured through the obligation on a larger tract of land, the holder shall separate the open space obligation based upon the ratio of a fair appraisal of the open space to fair appraisal of the larger

tract. The open space appraisal shall take into consideration its limitation of development for commercial and residential use.

ARTICLE V

COVENANT FOR ASSESSMENTS

Section 1.

Creation of the Lien and Personal Obligation of Assessments.

The Developer hereby covenants, and each Owner of any Lot by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association such Annual and Special and other Assessments as are established herein and paid in the manner hereinafter provided.

All such assessments, together with interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest thereon and costs of collection thereof, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due and shall not pass to his successors in title unless expressly assumed by them. 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 Assessable Unit.

Section 2. 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 first deed of trust. Sale or transfer of any Assessable Unit shall not affect the assessment lien. However, the sale or transfer

of any Assessable Unit pursuant to foreclosure of a first mortgage or first deed of trust or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Assessable Unit from liability for any assessments thereafter becoming due or from the lien thereof.

Section 3. Method of Assessment. All assessments shall be levied by the Association against Assessable Units and collected and disbursed by the Association. The Board of Trustees shall fix the amount of the assessments as provided hereinafter and set the dates such assessments shall become due.

Section 4. Annual Assessments shall consist of General, Neighborhood Service District and Cluster Assessments.

(a) General Assessments.

(1) Purpose. The General Assessment shall be used exclusively to promote the health, safety and welfare of the Members and in particular to improve, maintain, and operate the Common Area and facilities, including funding of appropriate reserves for future repair and replacement.

(2) Basis for Assessment. For General Assessment purposes, there shall be three classes of Assessable Units, all of which shall be assessed at a uniform rate within each class:

Class I: All Living Units which are or have been occupied by a Single Family shall be assessed at one hundred percent (100%) of the General Assessment rate.

Class II: All Living Units which have never been occupied shall be assessed at twenty-five percent (25%) of the General Assessment rate commencing upon substantial completion of the Living Unit, including issuance of final plumbing and electrical permits.

Class III: All Lots which are not otherwise assessable under the Class I and Class II provisions shall be assessed at ten percent (10%) of the General Assessment rate, except that a Lot for which a Building Permit has been issued shall be assessed at ten percent (10%) of the General Assessment rate for each Living Unit to be constructed on such Lot.

(3) Maximum. Until the first day of the fiscal year following commencement of assessments, the maximum Annual General Assessment rate shall be $ 98.40.

(4) Change in Maximum. From and after the first day of the fiscal year immediately following the commencement of assessments, the Board of Trustees may increase the maximum each year by the greater of: (1) a factor of not more than ten percent(10%) of the maximum for the current fiscal year or (2) the percentage increase, if any, over the twelve (12) month period ending five (5) months prior to the start of the fiscal year, in the Consumer Price Index, or equivalent, as published by the U.S. Labor Department for the Metropolitan Washington area; such increase shall become effective the first day of the next fiscal year. From and after the first day of the fiscal year immediately

following the commencement of assessments, the maximum may be increased above the amount which can be set by the Board with the assent of two-thirds of the votes of the membership in a meeting in which a Quorum of Owners is present.

(b) Neighborhood Service District Assessments.

(1) Purpose. Neighborhood Service District Assessments shall be used for services which primarily benefit the Members of a Neighborhood Service District, as determined by the Board of Trustees with the advice of the Neighborhood Service District Council.

(2) Basis. The basis by which all Assessable Units shall be assessed within a Neighborhood Service District shall be the same as for the General Assessment.

(3) Maximum. Until the first day of the fiscal year following commencement of assessments, the maximum annual Neighborhood Service District Assessment for each District shall be $ 36.00.

(4) Change in Maximum. From and after the first day of the fiscal year following the commencement of a Neighborhood Service District Assessment, the maximum may be increased by the Board of Trustees, subject to the same limitations as are provided above for the General Assessment or with the assent of two-thirds of the votes of the members within the Neighborhood in a meeting in which a Quorum of Owners within such Neighborhood is present.

(c) Cluster Assessments.

(1) Purpose. Cluster Assessments shall be used for such purposes as are authorized by the Supplementary Declaration for a given Cluster.

(2) Basis. The Supplementary Declaration shall

set forth the basis by which all Assessable Units shall be assessed.

(3) Maximum. The Supplementary Declaration shall set forth the Maximum annual Cluster Assessment and methods by which such maximum may be changed.

(d) Method of Assessment. By a vote of two-thirds of the Trustees, the Board shall fix the Annual General, Neighborhood Service District and Cluster Assessments at an amount not in excess of the then current maximum for each assessment, provided, however, that the Annual Assessments shall be sufficient to meet the obligations imposed by the Declaration and the Supplementary Declarations. In the event the Board fails to fix an assessment for any fiscal year, then each assessment established for the prior year shall automatically be continued until such time as the Board acts.

(e) Date of Commencement of Annual Assessments. The first Annual Assessments provided for herein shall commence as to all Lots within a Cluster on the first day of the month following the conveyance of the Common Area contained within the Cluster, provided, however, that if there is no Common Area within a specific Cluster then the first Annual Assessments as to all Lots within that Cluster shall commence on the first day of the month following the recording of the Supplementary Declaration establishing the Cluster.

Section 5. Special Assessments.

(a) Capital Improvement Assessment. The Association may levy in any assessment year a Special Assessment against Assessable Units, applicable to that year and payable over not more than the next three (3) succeeding years, 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, or upon public lands within the Properties, provided that any such assessment shall have the assent of the Class C Member, if any, and of two-thirds of the votes of the membership in a meeting in which a Quorum of Owners is present. Special Assessments for Capital Improvements to Cluster common Areas, or to Common Areas within a Neighborhood Service District which will primarily benefit and be maintained by the Owners of that Cluster or Neighborhood, require only the approval of two-thirds of the votes of the membership present in a meeting in which a Quorum of Owners of the affected Cluster or Neighborhood is present.

(b) Restoration Assessment. The Association may levy a Restoration Assessment upon any Lot whose Owner fails to maintain such Lot, as provided in Article IV, Section 2, or who fails to provide such maintenance funds as may be required by the Supplementary Declaration for such Lot. Restoration Assessments shall be limited to the amount necessary to meet the cost of restoration or deficiency in required funds and the cost of collection thereof.

Section 6. Effect of Nonpayment of Assessments: - Remedies of the Association. Any assessment installment not paid within thirty (30) days after the due date shall be delinquent. Thereupon, the Association shall provide Notice of such delinquency and may (1) declare the entire balance of such Annual or Special Assessment due and payable in full; (b) charge interest from the due date at a percentage rate no greater than the statutory maximum, such rate to be set by the Board for each Assessment period; (c) give

Registered Notice to the Owner that in the event payment with accrued interest is not paid within thirty (30) days from the date of such notice, then the expressed contractual lien provided for herein shall be foreclosed; (d) upon Registered Notice to the Owner, suspend the right of such Owner to vote or to use the recreational facilities until the assessment and accrued interest is paid in full.

Section 7. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charge and lien created herein: (1) all properties to the extent of any easement or other interest therein dedicated and accepted by a public authority and devoted to public use; (2) all Common Areas; (3) All properties exempted from taxation by the state or county government upon the terms and to the extent of such legal exemption, provided that no property utilized for residential purposes shall be exempt.

Section 8. County Maintenance Assessments. If, as provided in the Zoning Ordinance, the County assumes maintenance responsibilities of the Common Area, such Lots as have a right of enjoyment of the Common Area shall be obligated to pay a ratable proportion of the maintenance costs within thirty (30) days after receipt of a statement of charges from the County.

Section 9. Assessment of Declarant. Until the lapse of the Class C memberships, as above provided, the Declarant shall be subject to assessment by the Association as hereinafter provided. Until the lapse of the Class C memberships as aforesaid, the Declarant shall be responsible for payment of all budgeted expenses of the Association to

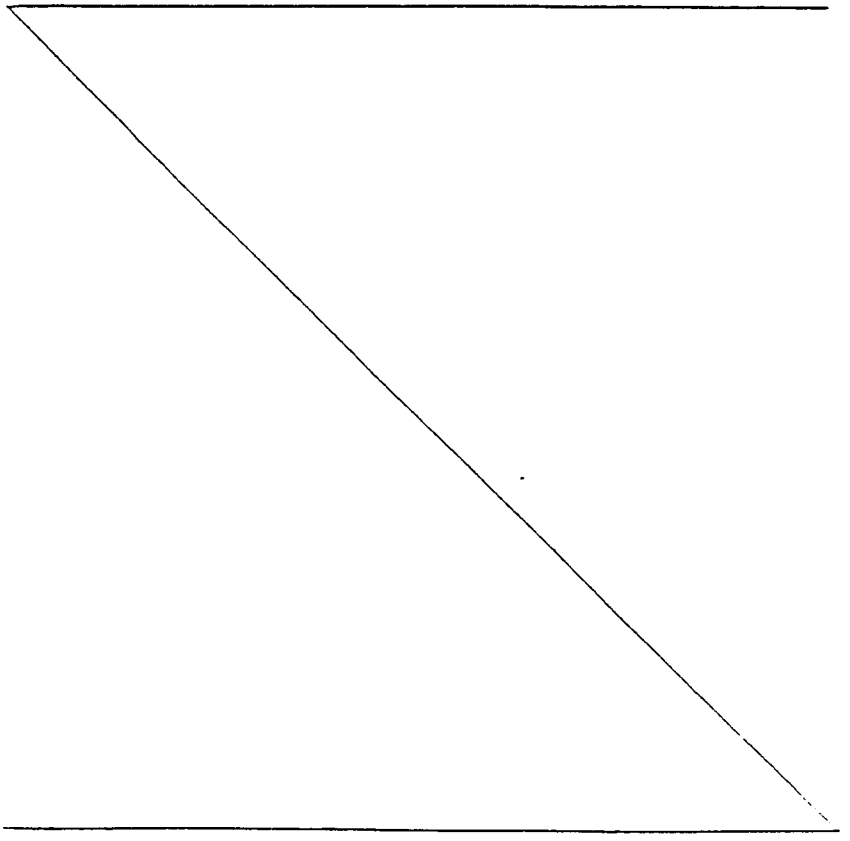
the extent that the same are not funded by maintenance assessments paid to the Association.

ARTICLE VI

USE OF PROPERTY

Section 1. Protective Covenants.

(a) Nuisances. No nuisance shall be permitted to exist or operate upon any property so as to jeopardize property values or be detrimental to the well-being of Members.



(b) Restriction on Further Subdivision. No Lot upon which a Living Unit has been constructed shall be further subdivided or separated into smaller Lots by any Owner, and no portion less than all of any such Lot, nor any easement or other interest therein, shall be conveyed or transferred by an Owner, provided that this shall not prohibit deeds of correction, deeds to resolve boundary line disputes and similar corrective instruments and provided that this shall not prohibit the division or combination of condominium units in accordance with law, or the creation of condominiums.

(c) Conditions for Architectural Control. No improvements, alterations, repairs, change of paint colors, excavations, changes in grade or other work which in any way alters the exterior of any Lot or Common Area or the improvements located thereon from its natural or improved state, existing on the date such property was first subject to this Declaration shall be made or done without the prior approval of the Architectural Review Board. No building, residence or other structure, fence, wall or landscaping in lieu thereof, shall be commenced, erected, maintained, improved, altered, made or done on such property without the prior written approval of the Architectural Review Board.

(d) Rules. From time to time the Board of Trustees shall adopt general rules, including but not limited to rules to regulate potential problems relating to the use of property and the well-being of Members, such as keeping of animals, storage and use of all vehicles, storage and use of machinery, use of outdoor drying lines, antennas, signs,

trash and trash containers, maintenance and removal of vegetation on the properties. Ninety (90) days after conveyance of the first Lot to an Owner, who is not a Participating Builder, such general rules may only be adopted or amended by a majority vote of the Board, following a hearing for which due notice has been provided to all Members. All such general rules and any subsequent amendments thereto shall be placed in the Book of Resolutions and shall be binding on all Members, except where expressly provided otherwise in such rule.

(e) Exceptions. The Board of Trustees may issue temporary permits to except any prohibitions expressed or implied by this section, provided the Board can show good cause and acts in accordance with adopted guidelines and procedures. So long as the Developer or Participating Builders are engaged in developing or improving any portion of the Properties, such persons shall be exempted from rules affecting movement, disposition and storage of building materials and equipment, erection and maintenance or directional and promotional signs and conduct of sales activities, including maintenance of model Living Units. Such exemption shall be subject to such rules as may be established by the Developer to maintain reasonable standards of safety, cleanliness and general appearance of the Properties.

Section 2. Maintenance of Property.

(a) Owner Obligation. To the extent that exterior maintenance is not provided for in a Supplementary Declaration, each Owner shall keep all Lots owned by him, and all improvements therein or thereon, in good order and

repair, free of debris, all in a manner and with such frequency as is consistent with good property management.

(b) Failure to Maintain. In the event an Owner of any Lot in the properties shall fail to maintain the premises and the improvements situated thereon as provided herein, the Association, after Notice to the Owner who shall have ten days to petition the Appeals Board, shall otherwise 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. Should the Appeals Board not grant relief to such Owner, the Association's right to enter and correct deficiencies shall continue. All costs related to such correction repair or restoration shall become a Restoration Assessment upon such Lot and as such shall be regarded as any other assessment with respect to lien rights of the Association and remedies provided for herein for non-payment.

Section 3. Resale of Lots.

(a) Reference to Declaration. The deed or instrument transferring title to any Lot shall contain a provision incorporating by reference the covenants and restrictions set forth in this Declaration as well as any applicable Supplementary Declaration.

(b) Notification. Further, the Contract Seller of a Lot shall notify the Board of Trustees of the Contract Purchaser and the scheduled date and place conveyance will be accomplished.

(c) Estoppel Certificate. The Board thereupon shall prepare an estoppel certificate which shall set forth any

assessments and charges due upon such Lot at time of conveyance and certify as to whether or not there are violations of the Governing Documents remaining on the Lot as of the date of preparation of such certificate. This certificate shall be delivered to the place of closing, and outstanding assessments, if any, and a reasonable charge to cover the cost of providing such certificate shall be deducted from the Seller's account at the closing and transmitted directly to the Association.

ARTICLE VII

EASEMENTS

Section 1. Utility Easements. There is hereby created an easement upon across, over, through and under the property-for ingress, egress, installation, replacement, repair and maintenance of all utility and service lines and systems including, but not limited to water, sewers, gas, telephones, electricity, television, cable or communication lines and systems. By virtue of this easement, it shall be expressly permissible for the Developer or the providing utility or service company to install and maintain facilities and equipment on the Property, to excavate for such purposes and to affix and maintain wires, circuits and conduits on, in and under the roofs and exterior wall of Living Units providing such company restores disturbed areas to the condition in which they were found.

Notwithstanding anything to the contrary contained in this paragraph: (1) no sewers, electrical lines, water lines or other utility service lines or facilities for such utilities may be installed or relocated on said premises except as approved by the Developer prior to the conveyance of the

first Lot in a Cluster to an Owner or by the Association thereafter, and (2) it shall not be construed to apply to the relocation, installation or removal of utility lines within a Living Unit which serve only that unit. This easement shall in no way affect any other recorded easements of the Properties.

Section 2. Developer's Easement to Correct Drainage. For a period of two years from the date of conveyance of each Lot, the Developer reserves an easement and right on, over and under the ground within that Lot 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 Developer shall restore the affected property to its original condition as near as practicable. The Developer shall give reasonable notice of intent to take such action to all affected Owners, unless in the opinion of the Developer an emergency exists which precludes such notice.

Section 3. Construction Easements and Rights. Notwithstanding any provision of this Declaration or of any Supplementary Declaration, so long as the Developer or Participating Builders are engaged in developing or improving any portion of the Properties, such persons shall have an easement of ingress, egress and use over any lands not conveyed to an Owner for occupancy for (1) movement and storage of building materials and equipment, (2) erection and maintenance of directional and promotional signs and (3) conduct of sales activities, including maintenance of model

Living Units. Such easement shall be subject to such rules as may be established by the Developer to maintain reasonable standards of safety, cleanliness and general appearance of the Properties.

Section 4. Easement to Inspect. There is hereby created an easement in favor of the Association for ingress and egress on any Lot (a) to inspect such property for alleged violations of the Governing Documents, and/or compliance with architectural standards and/or approved plans for alterations and improvements and (b) for performing such maintenance as is required by the Supplementary Declaration on such Lots, provided the Owner of such Lot is given written notice of the purpose and time of inspection at least three days in advance thereof and such inspection is performed during reasonable hours.

Section 5. Easement for Governmental Personnel. A right of entry on any Lot or Common Area is hereby granted to law enforcement officers, fire and rescue personnel as needed to carry out their duties, including enforcement of cleared emergency vehicle access.

Section 6. Easement for Landscaping and Related Purposes.

There shall be and is hereby reserved to the Developer for so long as it retains its rights as Developer, a non-exclusive easement over all Lots and Common Areas for a distance of twenty-five (25) feet behind any Lot line which parallels a street (whether public or private) for the purpose of erecting and maintaining street intersection signs, directional signs, temporary promotional signs, plantings, street lights, entrance features and/or "theme areas",

lighting, stone, wood, or masonry wall features and/or related landscaping.

ARTICLE VIII

RIGHTS OF INSTITUTIONAL LENDERS AND PUBLIC AGENCIES

Section 1. Consents. Any other provision of these By-Laws or of the Declaration 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 the institutional holders of all first mortgages of record on the lots:

(a) abandon, partition, subdivide, encumber, sell or transfer any of the common areas and 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

(b) abandon or terminate the Declaration; or

(c) modify the method of determining and collecting common expense assessments or other assessments as provided for in the Declaration: or

(d) resolve to use the proceeds of casualty insurance for any purpose other than the repair, replacement or reconstruction of the common areas and community facilities;

(e) modify or amend any material or substantive provision of the Declaration or these By-Laws.

Section 2. Notice Mortgagees must be notified in the event of:

(i) Any condemnation or casualty loss that affects either a material portion of the property or the unit securing its mortgage.

(ii) Any 60 day delinquency in the payment of assessments.

(iii) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the unit owners association.

Section 3. Federal Housing Administration. Provided that any lot in the project is then encumbered by a deed of trust or mortgage which is insured by the Federal Housing Administration and, provided further, that there are then Class C 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 and approval of the Federal Housing Administration:

(a) abandon, partition, subdivide, encumber, sell or transfer any of the common areas and 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

(b) abandon or terminate the Declaration; or

(c) modify or amend any material or substantive provisions of the Declaration or these By-Laws.

Section 4. Veterans Administration. Provided that any lot in the project is then encumbered by a deed of trust or mortgage which is insured by the Veterans Administration and, provided further, that there are then Class C 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 and approval of the Veterans Administration.

(a) abandon, partition, subdivide, encumber, sell or transfer any of the common areas and 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

(b) abandon or terminate the Declaration; or

(c) modify or amend any material or substantive provisions of the Declaration or these By-Laws.

Section 5. Consent of the Maryland-National Capital Park and Planning Commission. 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 the Maryland-National Capital Park and Planning Commission:

(a) abandon, partition, subdivide, encumber, sell or transfer any of the common areas and 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

(b) abandon or terminate this Declaration; or

(c) modify or amend any material or substantive provision of this Declaration or the By-Laws of the Association.

(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 as provided in the 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.

ARTICLE IX

GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Declaration shall run and bind the land for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of twenty-five (25) years, unless at the expiration of any such period the covenants and restrictions are expressly terminated by an instrument signed by Owners of not less than seventy-five percent (75%) of the Lots.

Section 2. Amendment. For a period of one (1) year after the recording of this Declaration, the Developer may make any amendment required by the Federal Mortgage Agencies

or MNCPPC, as a condition of approval of the documents by the execution and recordation of such amendment following Registered Notice to all owners. After such one (1) year period, or to make any amendment other than so required, the amendment shall be accompanied by a document signed by Owners of not less than sixty-seven percent (67%) of the Lots and evidence of the Approvals required by Article VIII. Any amendment must be recorded in order to become effective.

Section 3. Enforcement. The Association, any Member or First Mortgagee, as their interests may appear, shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, restrictions, liens and charges now or hereafter imposed by the provisions of this Declaration and of Supplementary Declarations. Failure to enforce any covenants or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Certain Rights of the Developer. For such time as the Developer shall own Lots, its rights and interests shall not be prejudiced by any of the following actions unless it shall, in writing, join in such actions:

There shall be no amendments to the Founding Documents which:

(a) Discriminate or tend to discriminate against its rights as an Owner.

(b) Changes Article I, Definitions, in a manner which alters its rights or status.

(c) Alters its rights under Article II as regards annexation of additional properties.

(d) Alters the character and rights of membership or the rights of the Developer as set forth in Article III.

(e) Alters previously recorded or written agreements with public or quasi-public agencies as regards easements and rights of way.

(f) Denies the right to convey Common Areas to the Association so long as such Common Areas lie within the land area represented in the Development Plan.

(g) Alters its rights as set forth in Article VI relating to design controls.

(h) Alters the basis for assessments.

(i) Alters the provisions of the protective covenants as set forth in Article VI.

(j) Alters the number or selection of trustees as established in the Bylaws.

(k) Alters the Developer's rights as they appear under this Article.

Section 5. Limitations. As long as the Developer has an interest in developing the Properties as defined in Article I, hereof, the Association may not use its financial resources to defray any costs of opposing the development activities so long as they remain consistent with the general intents of the Development Plan. Nothing in this Section shall be construed to limit the rights of Members to act as individuals or in affiliation with other Members or groups.

Section 6. Severability. Invalidation of any one of those 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 7. Conflict. In the event of conflict among the Governing Documents, this Declaration shall control, then Supplementary Declarations, then the Articles of Incorporation of the Association, then the By-Laws, then the Book of Resolutions; except that in all cases where the Governing Documents may be found to be in conflict with statute, the statute shall control.

Section 8. Interpretation. Unless the context otherwise requires, the use herein of the singular shall include the plural and vice versa; the use of one gender shall include all genders; and the use of the term "including" shall mean "including, without limitation". This Declaration shall be liberally construed in favor of the party seeking to enforce the provisions hereof to effectuate the purpose of protecting and enhancing the value, marketability, and desirability of the Properties by providing a common plan for the development thereof. The headings used herein are for indexing purposes only and shall not be used as a means of interpreting or construing the substantive provisions hereof.

IN WITNESS WHEREOF, the Developer, Longmead Crossing Limited Partnership, a partnership under the laws of Maryland, has caused these presents to be duly executed by a General Partner, this 27th day of December, 1983.

LONGMEAD CROSSING LIMITED PARTNERSHIP

BY: POTOMAC INVESTMENT ASSOCIATES
LIMITED PARTNERSHIP, GENERAL PARTNER

BY: A. M. Natelli
General Partner
A. M. Natelli

IN WITNESS WHEREOF, the said Pulte Home Corporation, a corporation organized and existing under the laws of the State of Delaware has, on the day and year first above written caused these presents to be executed in its corporate name by James N. Anderson, its Division President, and does hereby appoint the said James N. Anderson as its true and lawful attorney-in-fact to acknowledge and deliver these presents as its act and deed.

PULTE HOME CORPORATION

By: _____
James N. Anderson
Division President

STATE OF MARYLAND)
) SS:
COUNTY OF MONTGOMERY)

On this 27th day of December, 1983, before me, a Notary Public, appeared A. M. Natelli, who acknowledged himself to be a General Partner of Potomac Investment Associates Limited Partnership, which partnership is a general partner of Longmead Crossing Limited Partnership and acknowledged that he executed the within instrument for the purposes therein contained.

_____
Notary Public
Audrey G. Carter

My Commission Expires:
July 1, 1986

STATE OF MARYLAND)
)ss:
COUNTY OF MONTGOMERY)

I HEREBY CERTIFY that on this 27th day of December, 1983, before me, the subscriber, a Notary Public in and for the County of Howard, State of Maryland, personally appeared JAMES N. ANDERSON, who is personally well known to me to be the person named as attorney-in-fact in the foregoing Declaration, and by virtue of the authority vested in him by said instrument, acknowledged the same to be the act and deed of Pulte Home Corporation, and that he executed the same for the purposes contained therein.

WITNESS my hand and notarial seal the day and year first above written.

Audrey G. Carter
Notary Public

My commission expires:
July 1, 1986

THIS IS TO CERTIFY that the within instrument was prepared by or under the supervision of the undersigned, an attorney duly admitted to practice before the Court of Appeals of Maryland.

Louis S. Petteq

The undersigned, Owner, hereby executes this Declaration for the purpose of expressing his consent and subordinating his interest thereto.

WITNESS the hand and seal of Robert Paul Hillerson on the 27th day of December, 1983.

TEST:

Karen Kuiper

Robert Paul Hillerson (SEAL)

STATE OF MARYLAND,
COUNTY OF MONTGOMERY, to wit:

On this 27th day of December, 1983, before me, the undersigned officer, personally appeared ROBERT PAUL HILLERSON known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he has executed the same for the purposes therein contained.

IN WITNESS WHEREOF I have hereunto set my hand and official seal.

My Comm. expires: 7/1/86

Karen Kuiper
Notary Public

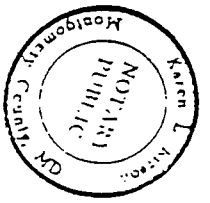


EXHIBIT "A" LIBER 6270 FOLIO 770

Lots numbered One (1) through and including Thirty-five (35) and Parcels "A" and "B" in Block lettered "A" in the subdivision known as " LONGMEAD " as per plat recorded in Plat Book 123, Plat No. 14400, among the Land Records of Montgomery County, Maryland, AND

Lots numbered Thirty-six (36) through and including Sixty-five (65) and Parcels lettered "C", "D" and "E" in Block lettered "A" in the subdivision known as " LONGMEAD " as per plat recorded in Plat Book 123, Plat No. 14401, among the Land Records of Montgomery County, Maryland, AND

Lots numbered Sixty-six (66) through and including Seventy-six (76) and Parcels lettered "F" and "G" in Block lettered "A" in the subdivision known as " LONGMEAD " as per plat recorded in Plat Book 123, Plat No. 14398, among the Land Records of Montgomery County, Maryland, AND

Lots numbered Seventy-seven (77) through and including One Hundred (100) and Parcel lettered "H" in Block lettered "A" in the subdivision known as " LONGMEAD " as per plat recorded in Plat Book 123, Plat No. 14399, among the Land Records of Montgomery County, Maryland, AND

EXHIBIT "B"

Parcels lettered "A" and "B" in Block lettered "A" in the subdivision known as " LONGMEAD " as per plat recorded in Plat Book 123, Plat No. 14400, among the Land Records of Montgomery County, Maryland, AND

Parcels lettered "C", "D" and "E" in Block lettered "A" in the subdivision known as " LONGMEAD " as per plat recorded in Plat Book 123, Plat No. 14401, among the Land Records of Montgomery County, Maryland, AND

Parcels lettered "F" and "G" in Block lettered "A" in the subdivision known as " LONGMEAD " as per plat recorded in Plat Book 123, Plat No. 14398, among the Land Records of Montgomery County, Maryland, AND

Parcel lettered "H" in Block lettered "A" in the subdivision known as " LONGMEAD " as per plat recorded in Plat Book 123, Plat No. 14399, among the Land Records of Montgomery County, Maryland, AND

Parcel ID Nos.

#13-52-2312035	#13-52-2312310	#13-52-2311678
046	321	680
401	332	691
412	343	703
423	354	714
2311656	365	725
667	376	736
782	387	747
#13-52-2312057	434	760
068	445	771
070	456	793
081	467	805
091	478	816
104	480	827
115	491	838
126	503	840
137	514	851
148	525	862
150	536	873
161	547	884
172	558	895
183	560	907
194	571	918
206	582	920
217	593	931
228	605	942
230	616	953
241	627	964
252	638	975
263	640	986
274	651	997
285	662	2312002
296	673	013
308	684	024
	695	
	707	
	718	
	720	

Pulte Home Corporation
11120 New Hampshire Avenue
Silver Spring, MD 20904

Title Insurer: N/A

Longmead Crossing Ltd. Partnership
10220 River Road
Potomac, Maryland 20854

LIBER 6272 FOLIO 119

11.C.3:SDLONGK1-17
11/4/83:le

SUPPLEMENTARY DECLARATION OF
COVENANTS AND RESTRICTIONS

MISC. 192.00

THIS SUPPLEMENTARY DECLARATION is made this 27th day of December, 1983, by LONGMEAD CROSSING LIMITED PARTNERSHIP, and PULTE HOME CORPORATION, A Delaware Corporation, hereinafter collectively called "Develo

SUBTOTAL 192.00
PAID 192.00
DEC 29 83

WHEREAS, Developer is the Owner of the real property described in this Supplementary Declaration; and

WHEREAS, Developer intends that the property described herein shall become subject to the DECLARATION OF COVENANTS AND RESTRICTIONS OF LONGMEAD CROSSING and also become subject to the provisions hereinafter set forth;

NOW THEREFORE, Developer hereby declares that all of the Properties described herein, together with such additions as may hereafter be made thereto as provided in Article II, shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens set forth in the DECLARATION OF COVENANTS AND RESTRICTIONS OF LONGMEAD CROSSING, dated the 27th day of December, 1983, and recorded in LIBER 6270 at Folio 725, among the Land Records of Montgomery County, Maryland, subject to the covenants, restrictions, easements, charges and liens set forth hereinafter. The Tabiona Cluster shall be part of the Homecrest Neighborhood Service District.

ARTICLE I

CLUSTER DESIGNATION

The following described property is hereby designated as a Cluster of the Longmead Crossing Community Services

Recorded By

83 DEC 29 AM 10 54
CLERK'S OFFICE
MONTGOMERY COUNTY, MD

192.00

Association, Inc., hereinafter referred to as the "Association", and shall be known as Tabiona Cluster:

(See Exhibit A)

ARTICLE II

PROPERTY SUBJECT TO THIS SUPPLEMENTARY DECLARATION

Section 1. Existing Property. The aforedescribed real property is, and shall be held, transferred, sold, conveyed and occupied subject to this Supplementary Declaration.

Section 2. Additions to Existing Property. All or any part of the Properties described in the Development Plan, or land which is contiguous thereto, may be added to this Cluster by the Developer, without the consent of the Owners, within five (5) years of the date of this instrument, by the filing of record of a Supplementary Declaration with respect to such land which designates it as part of the Cluster and by filing with the Association the plat and plans for such addition. For this purpose, contiguous shall mean adjacent to, or both sides of an area dedicated to public use.

ARTICLE III

CLUSTER ASSESSMENTS

Section 1. Purpose. Cluster Assessments shall be used exclusively for the purpose of providing services which are necessary or desirable for the health, safety, and welfare of the Members within the Cluster. Such services may include: maintenance and operation of any Cluster Common Area as described and designated in the Governing Documents, including maintenance of streets or roads constructed on the Cluster Common Area, providing services to the Living Units,

such as trash removal and setting aside reserves for working capital, future repair and replacement of capital improvements to be constructed or maintained through the Cluster Assessment, including those streets constructed on the Cluster Common Area. A contribution to working capital to be used for initial set-up, organizational and such other purposes as the Board of Trustees may determine may be assessed by the Association and levied at the settlement of the conveyance of Lots to any entity, other than a Builder, not to exceed $75.00 per Living Unit. Except as may be specifically provided for in the Declaration, or the Supplementary Declaration, it is not contemplated that the Association shall have any responsibility for the maintenance or repair of the dwellings or their appurtenances and the responsibility and duties of the Association for maintenance and repairs shall be limited to the Common Areas and community facilities, except as provided herein. The Owner of any Living Unit shall, at his own expense, maintain his Lot and dwelling, and any and all appurtenances thereto, in good order, condition and repair and in a clean, sightly and sanitary condition at all times.

Section 2. Basis of Assessment. The basis for the Cluster Assessment shall be the same as for the Annual General Assessment, as set forth in the Declaration.

Section 3. Maximum Cluster Assessment. Until the first day of the fiscal year following commencement of assessments in the Cluster, the maximum annual Cluster Assessment shall be $321.60, per Living Unit.

Section 4. Change in Maximum. From and after the first

day of the fiscal year immediately following the commencement of Cluster Assessments in the Cluster:

(a) The Board of Trustees may increase the maximum each year by the greater of: (1) a factor of not more than ten percent (10%) of the maximum for the current fiscal year plus the amount by which any ad valorem real estate taxes and casualty and other insurance premiums payable by the Association with respect to the Cluster have increased over amounts payable for the same or similar items for the previous year; or (2) the percentage increase, if any, over the twelve (12) month period ending five (5) months prior to the start of the fiscal year, in the Consumer Price Index, or equivalent, as published by the U.S. Labor Department for the Metropolitan Washington Area; such increase shall become effective the first day of the next year.

(b) The maximum may be increased above the amount which can be set by the Board with the affirmative vote of at least two-thirds (2/3) of the votes of the membership of the Cluster in a meeting in which a Quorum of Owners who own lots in the Cluster is present.

Section 5. Method of Assessment. The assessments shall be levied by the Association against Assessable Units in the Cluster, and collected and disbursed by the Association. As provided in the Declaration, by a vote of at least two-thirds (2/3) of the Trustees, the Board shall fix the annual Cluster Assessment and the date(s) such assessments become due, with the advise of the Owners of Assessable Units in the Cluster. Written notice of the annual assessment shall be sent to every Owner of an Assessable Unit subject thereto.

ARTICLE IV

PARKING

The Association shall promulgate such rules and regulations as needed to regulate the use of any parking areas that may be constructed or authorized on Cluster Common Area for the benefit of all Owners, which rules and regulations may include assignment of parking spaces.

ARTICLE V

PROTECTIVE COVENANTS

Section 1. Completion of Structures. The exterior of any new structure and the grounds related thereto must be substantially completed in accordance with the plans and specifications approved by the Architectural Review Board within eighteen (18) months after construction of the same shall have commenced, except that said Board may grant extensions where such completion is impossible or is the result of matters beyond the control of the Owner or Builder, such as strikes, casualty losses, national emergencies or acts of God.

Section 2. Residential Use. All Lots and Living Units designated for residential use shall be used, improved and devoted exclusively to residential use, except home professions may be pursued if permitted by Montgomery County, Maryland. Nothing herein shall be deemed to prevent an Owner from leasing a Living Unit to a Single Family, provided such lease shall be in writing and subject to all of the provisions of the Governing Documents with any failure by a lessee to comply with the terms of the Governing Documents constituting a default under the lease.

Section 3. Vehicles. No portion of the property subjected hereto shall be used for the repair of motor vehicles. Use and storage of all vehicles and recreational equipment upon the Common Area and Lots or upon any street, public or private, adjacent thereto shall be subject to rules promulgated by the Board of Trustees as provided herein;

(a) All motor vehicles including, but not limited to, trail bikes, motorcycles, dune buggies and snowmobiles shall be driven only upon paved streets and parking lots. No motor vehicles shall be driven on pathways or Common Areas, except such vehicles as are authorized by the Association as needed to maintain, repair or improve the Common Area. This prohibition shall not apply to normal vehicular use of designated streets and lanes constructed on the Common Area.

(b) No motorcycle, trail bike, dune buggy, snowmobile, moped, commercial vehicle, junk vehicle, van, private truck, trailer, camper, boat or recreational vehicle, whether or not licensed as a Class A motor vehicle, and no unlicensed motor vehicle of any type shall be parked on any part of the property except on a temporary or non-recurring basis, or in garages or screened enclosures, or in areas designated by the Association for such parking. Provided, however, that the Book of Resolutions may provide specific exception to the above restrictions for certain types or classes of vehicles.

Section 4. Pets. Subject to limitations as may from time to time be set by the Association, no more than two (2) generally recognized house or yard pets in reasonable numbers, may be kept and maintained on a Lot or in a Living

Unit, provided such pets are not kept or maintained for commercial purposes. All pets must be kept under the control of their owner when they are outside of the Lot and must not become a nuisance to other residents.

Section 5. Clothes Drying Equipment. No external clothes lines or other clothes drying apparatus shall be permitted on any Lot, except as approved in writing by the Architectural Review Board.

Section 6. Antennae. Exterior television or other antennae are prohibited, except as approved in writing by the Architectural Review Board.

Section 7. Trash Receptacles. Storage, collection and disposal of trash shall be in compliance with rules set by the Architectural Review Board.

Section 8. Trash Burning. Trash, leaves and other similar material shall not be burned without the prior written consent of the Association.

Section 9. Signs. No signs of any type shall be displayed to public view on any Lot or the Common Area without the prior written consent of the Architectural Review Board, except customary name and address signs meeting established Architectural Review Board standards.

Section 10. Mailboxes and Newspaper Tubes. Only mailboxes and newspaper tubes meeting the design standards of the Association shall be permitted.

Section 11. Fences and Walls. No fence, wall, tree, hedge or shrub planting shall be erected or maintained in such a manner as to obstruct site lines for vehicular traffic. All fences or enclosures must be approved by the Architectural Review Board as to location, material and

design. Any fence or wall built on any of the Lots shall be maintained in a proper manner so as not to detract from the value and desirability of surrounding property.

Section 12. Nuisances. No noxious or offensive activity shall be carried on upon any portion of the property subject hereto, nor shall anything be done thereon that may be or become a nuisance or annoyance to the Cluster.

Section 13. Lighting. No exterior lighting shall be directed outside the boundaries of a Lot.

Section 14. Vegetation. No live trees with a diameter in excess of four inches (4"), measured twelve inches (12") above ground, nor trees in excess of two inches (2") in diameter, similarly measured, which are generally known as flowering trees (such as dogwood or redbud) or as broad leaf evergreens (such as holly, laurel or rhododendron), may be cut without prior approval of the Architectural Review Board. The Association shall set rules for cutting of trees to allow for selective clearing or cutting.

Section 15. Rules. From time to time the Board of Trustees shall adopt rules, including but not limited to, rules to implement the provisions of this Article and such rules as are required herein. Such rules may be adopted or amended by a majority vote of the Board of Trustees, following a public hearing for which due notice has been provided to Members. All such rules and any subsequent amendments thereto shall be placed in the Book of Resolutions and shall be binding on all Members, except where expressly provided otherwise in such rules.

Section 16. Exceptions. The Board of Trustees may issue temporary permits to except any prohibitions expressed or

implied by this Article, provided the Board can show good cause and acts in accordance with adopted guidelines and procedures.

So long as LONGMEAD CROSSING LIMITED PARTNERSHIP or a Builder are engaged in developing or improving any portion of the Properties, such persons or entities shall be exempt from the provisions of this Article affecting movement and storage of building materials, equipment, and motor vehicles, erection and maintenance of directional and promotional signs and conduct of sales activities, including maintenance of model Living Units having approval of the Architectural Review Board. Such exemption shall be subject to such rules as may be established by the Developer to maintain reasonable standards of safety, cleanliness and general appearance of the Properties.

ARTICLE VI

Pparty WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as part of the original construction of the Living Units upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Rights of Owners. The Owners of contiguous Lots who have a party wall or party fence shall both equally have the right to use such wall or fence, provided that such use by one Owner does not interfere with the use and enjoyment of same by the other Owner.

Section 3. Damage or Destruction. In the event that any party wall or party fence is damaged or destroyed (including deterioration from ordinary wear and tear and lapse of time):

(a) through the act of an Owner or any of his agents or guests or members of his family (whether or not such act is negligent or otherwise culpable), it shall be the obligation of such Owner to rebuild and repair the party wall or fence without cost to the other adjoining Lot Owners or Owner.

(b) other than by the act of an Owner, his agents, guests or family, it shall be the obligation of all Owners whose Lots adjoin such wall or fence to rebuild and repair such wall or fence at their joining and equal expense.

Notwithstanding any provision herein, there shall be no impairment of the structural integrity of any party wall without the prior consent of all Owners of any interest therein, whether by way of easement or in fee.

Section 4. Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 5. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

Section 6. Encroachment. If any portion of a party wall shall encroach upon any adjoining Lot or upon the Common Areas or community facilities by reason of the repair,

reconstruction, settlement or shifting of any building, or otherwise, a valid easement for the encroachment and for the maintenance of the same as long as the building stands, shall exist, to a maximum of one (1) foot over the adjacent lot.

ARTICLE VII

INSURANCE

Section 1. Obligation of Owners. In order to protect adjoining Owners and to insure that there are sufficient funds available to an Owner to restore his Living Unit in case of damage or destruction, each Owner of a Lot upon which a single attached Living Unit is constructed shall maintain a fire and extended coverage insurance policy in any amount equal to the full replacement value (exclusive of land, excavation and other items normally excluded from coverage of all improvements constructed on such Lot. Any policy obtained shall provide that it may not be cancelled except upon ten (10) days' written notice to the Association.

Such Owner shall pay for such fire and extended coverage insurance when required by the policy therefor, and if the Owner fails to obtain such fire and extended coverage insurance, or fails to pay such insurance premiums as required, the Association may (but shall not be obligated to) obtain such insurance and/or make such payments for such Owner, and the cost of such payments shall thereupon become a Special Assessment on the Owner's Assessable Unit.

From time to time the Association may require Owners to provide evidence of compliance with this Article.

ARTICLE VIII

CLUSTER COMMON AREA

The following property is hereby designated as Cluster Common Area, as defined in Article I, Section 5 of the Declaration, for the benefit of Tabiona Cluster:

(See Exhibit B)

ARTICLE IX

GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of the Supplementary Declaration shall run with and bind the land for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive period of twenty-five (25) years, unless at the expiration of any such period the covenants and restrictions are expressly terminated by an instrument signed by the Owners of at least seventy-five percent (75%) of the Lots in Tabiona Cluster. A termination must be recorded among the Land Records of Montgomery County, Maryland to become effective.

Section 2. Amendment. This Supplementary Declaration may be amended at any time by an instrument signed by the Class C Member, if any, and by the Owners of at least seventy-five percent (75%) of the Lots in Tabiona Cluster, provided however, that the Developer shall not amend or remove this Declaration without the consent of Longmead Crossing Community Services Association, Inc. and an Owner, other than Developer, of at least one (1) Lot in Tabiona Cluster. Any amendment must be recorded among the Land Records of Montgomery County, Maryland to become effective.

As long as the Class C membership exists, amendment of this Supplementary Declaration requires the approval of the Federal Mortgage Agencies, should they have an interest in the Properties in Tabiona Cluster. Nothing herein shall modify the provision of the Declaration with respect hereto.

Section 3. Construction and Enforcement. The provisions hereof shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of the Tabiona Cluster and the community of Longmead Crossing. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain, enjoin violation or to recover damages, or both, against any Lot to enforce the lien created hereby; and the failure or forebearance by the association or the Owner of any Lot to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter, nor shall any such failure be the basis for claim for damages or otherwise against the Developer, its successors and assigns. Furthermore, in the event of claim or demand against the Developer for such failure, the Association shall indemnify and hold the Developer harmless from any expenses, including reasonable attorneys' fees for its defense.

The provisions hereof may be enforced, without limitation, by the Association, by any Owner within Tabiona Cluster, or any mortgagee of any Lot which becomes subject

to the provisions hereof, and by any other person, firm, corporation or other legal entity who has any right to the use of any of the Common Area and community facilities owned by the Association, including, against without limitation, any person, firm, corporation or other legal entity who has any right to the use of any of the streets or roadways owned by the Association.

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 cannot be adequately remedied by action of law or exclusively by recovery of damages.

Section 4. 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 5. Consent of The Maryland-National Capital Park and Planning Commission. 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 The Maryland-National Capital Park and Planning Commission:

(a) abandon, partition, subdivide, encumber, sell or transfer any of the common areas and 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

(b) abandon or terminate this Declaration; or

(c) modify or amend any material or substantive provision of this Declaration or the By-Laws of the Association.

(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 as provided in the 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 6. Terms and Definitions. The terms used herein shall have the same meaning and definition as set forth in the DECLARATION AND COVENANTS AND RESTRICTIONS OF LONGMEAD CROSSING. The captions contained herein are for convenience only and are not a part of this Supplementary Declaration and are not intended in any way to limit or enlarge the terms and provisions of this Supplementary Declaration. Whenever the context so requires, the male shall include all genders and the singular shall include the plural.

Section 7. Contravention. Nothing contained herein shall be construed as altering, amending or vacating the provisions of the Code of Montgomery County, Maryland, which shall have full force and effect on all property subject to this Supplementary Declaration.

IN WITNESS WHEREOF, LONGMEAD CROSSING LIMITED PARTNERSHIP has caused this Supplementary Declaration of

Covenants and Restrictions to be signed in its corporate name by POTOMAC INVESTMENT LIMITED PARTNERSHIP, its General Partner and does hereby acknowledge and deliver these presents as its act and deed.

IN WITNESS WHEREOF, the said Pulte Home Corporation, a corporation organized and existing under the laws of the State of Delaware has, on the day and year first above written caused these presents to be executed in its corporate name by James N. Anderson, its Division President, and does hereby appoint the said James N. Anderson as its true and lawful attorney-in-fact to acknowledge and deliver these presents as its act and deed.

PULTE HOME CORPORATION

By: _____
James N. Anderson
Division President

LONGHEAD CROSSING LIMITED PARTNERSHIP

By: POTOMAC INVESTMENTS ASSOCIATES LIMITED PARTNERSHIP

ATTEST:

_____

By: _____
A. M. Natelli
General Partner

STATE OF MARYLAND :
: SS:
COUNTY OF MONTGOMERY :

On this 27th day of December, 1983, before me, a Notary Public, appeared A.M. Natelli, who acknowledged himself to be a General Partner of Potomac

Investment Associates Limited Partnership, which partnership is a general partner of Longmead Crossing Limited Partnership and acknowledged that he executed the within instrument for the purposes therein contained.

Audrey G. Carter NOTARY PUBLIC Howard County

Notary Public
Audrey G. Carter

My Commission Expires:
July 1, 1986

STATE OF MARYLAND)
)S:
COUNTY OF MONTGOMERY)

I HEREBY CERTIFY that on this 27th day of December, 1983, before me, the subscriber, a Notary Public in and for the County of Howard and/ state aforesaid, personally appeared JAMES N. ANDERSON, who is personally well known to me to be the person named as attorney-in-fact in the foregoing Declaration, and by virtue of the authority vested in him by said instrument, acknowledged the same to be the act and deed of Pulte Home Corporation, and that he executed the same for the purposes contained therein.

WITNESS my hand and notarial seal the day and year first above written.

Audrey G. Carter NOTARY PUBLIC Howard County

Notary Public
Audrey G. Carter

My commission expires:
July 1, 1986

THIS IS TO CERTIFY that the within instrument was prepared by or under the supervision of the undersigned, an attorney duly admitted to practice before the Court of Appeals of Maryland.

Louis S. Petrey

The undersigned, Owner, hereby executes this Declaration for the purpose of expressing his consent and subordinating his interest thereto.

WITNESS the hand and seal of Robert Paul Hillerson on the 27th day of December, 1983.

TEST:

Robert Paul Hillerson (SEAL)

STATE OF MARYLAND,
COUNTY OF MONTGOMERY, to wit:

On this 27th day of December, 1983, before me, the undersigned officer, personally appeared ROBERT PAUL HILLERSON known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he has executed the same for the purposes therein contained.

IN WITNESS WHEREOF I have hereunto set my hand and official seal.

My Comm. expires: 7/1/86

Notary Public

Montgomery Co., Maryland Karen L. Kirson NOTARY PUBLIC

EXHIBIT "A"

Lots numbered One (1) through and including Thirty-five (35) and Parcels "A" and "B" in Block lettered "A" in the subdivision known as " LONGMEAD " as per plat recorded in Plat Book 123, Plat No. 14400, among the Land Records of Montgomery County, Maryland, AND

Lots numbered Thirty-six (36) through and including Sixty-five (65) and Parcels lettered "C", "D" and "E" in Block lettered "A" in the subdivision known as " LONGMEAD " as per plat recorded in Plat Book 123, Plat No. 14401, among the Land Records of Montgomery County, Maryland, AND

Lots numbered Sixty-six (66) through and including Seventy-six (76) and Parcels lettered "F" and "G" in Block lettered "A" in the subdivision known as " LONGMEAD " as per plat recorded in Plat Book 123, Plat No. 14398, among the Land Records of Montgomery County, Maryland, AND

Lots numbered Seventy-seven (77) through and including One Hundred (100) and Parcel lettered "H" in Block lettered "A" in the subdivision known as " LONGMEAD " as per plat recorded in Plat Book 123, Plat No. 14399, among the Land Records of Montgomery County, Maryland, AND

EXHIBIT "B"

Parcels lettered "A" and "B" in Block lettered "A" in the subdivision known as " LONGMEAD " as per plat recorded in Plat Book 123, Plat No. 14400, among the Land Records of Montgomery County, Maryland, AND

Parcels lettered "C", "D" and "E" in Block lettered "A" in the subdivision known as " LONGMEAD " as per plat recorded in Plat Book 123, Plat No. 14401, among the Land Records of Montgomery County, Maryland, AND

Parcels lettered "F" and "G" in Block lettered "A" in the subdivision known as " LONGMEAD " as per plat recorded in Plat Book 123, Plat No. 14398, among the Land Records of Montgomery County, Maryland, AND

Parcel lettered "H" in Block lettered "A" in the subdivision known as " LONGMEAD " as per plat recorded in Plat Book 123, Plat No. 14399, among the Land Records of Montgomery County, Maryland, AND

Parcel ID Nos.

#13-52-2312035	#13-52-2312310	#13-52-2311678
046	321	680
401	332	691
412	343	703
423	354	714
2311656	365	725
667	376	736
782	387	747
	398	758
#13-52-2312057	434	760
068	445	771
070	456	793
081	467	805
091	478	816
104	480	827
115	491	838
126	503	840
137	514	851
148	525	862
150	536	873
161	547	884
172	558	895
183	560	907
194	571	918
206	582	920
217	593	931
228	605	942
230	616	953
241	627	964
252	638	975
263	640	986
274	651	997
285	662	2312002
296	673	013
308	684	024
	695	
	707	
	718	
	720	

Pulte Home Corporation
11120 New Hampshire Avenue
Silver Spring, MD 20904

Longmead Crossing Limited Partnership
10220 River Road
Potomac, Maryland 20854

Title Insurer: N/A

LIBER 6429 FOLIO 468 LSP3:SDL/NG1-3

SUPPLEMENTAPY DECLARATION OF COVENANTS AND RESTRICTIONS
(Longmead Crossing)

THIS DECLARATION, made this 14th day of June, 1984, by PULTE HOME CORPORATION, a corporation organized and existing under the laws of the State of Delaware, hereinafter called "Declarant" MISC. 40.00

W I T N E S S E T H:

WHEREAS, the Declarant is the owner of real property described herein and desires to create thereon a residential community with permanent common areas and community facilities for the benefit of said community; and

WHEREAS, PULTE HOME CORPORATION, Declarant, has heretofore imposed certain covenants and conditions upon certain other real property by Declaration recorded December 28, 1983 in Liber 6270 at folio 725 and by Supplementary Declaration recorded in Liber 6350 at folio 789 among the Land Records of Montgomery County, Maryland; and

WHEREAS, Declarant deems it desirable to extend the scheme of covenants and restrictions set forth in the Declaration aforesaid unto additional of its properties, in accordance with Article II, Section 2 of the Declaration aforesaid;

NOW, THEREFORE, Declarant hereby declares as follows:

1. All the terms and conditions of the Declaration aforesaid are hereby imposed upon the real property hereinafter described and Declarant hereby declares that said real property is and shall be held, conveyed, hypothecated, or encumbered, sold, leased, rented, used,

1984 JUN 15 PM 2:05
1984 JUN 15 PM 2:05
CLERK'S OFFICE
MONTGOMERY COUNTY, MD

40.00

Verified By: CBus

the State aforesaid and County of Howard personally appeared JAMES N. ANDERSON, who is personally known to me to be the Division President of PULTE HOME CORPORATION, and the person named as attorney-in-fact in the foregoing Supplementary Declaration, and by virtue of the authority vested by said instrument, acknowledge the same to be the act and deed of PULTE HOME CORPORATION and that the same was executed for the purposes therein contained.

WITNESS my hand and notarial seal.

Audrey G. Carter NOTARY PUBLIC Howard County, MD.

Notary Public Audrey G. Carter

My Commission Expires: July 1, 1986

I HEREBY CERTIFY that the within Supplementary Declaration was prepared by the undersigned, a member of good standing of the Bar of the Court of Appeals of Maryland.

Louis S. Petrey

EXHIBIT "A"

Lots numbered One (1) through and including Four (4) in Block lettered "B" in the subdivision known as " LONGMEAD " as per plat recorded in Plat Book 124, Plat No. 14502, among the Land Records of Montgomery County, Maryland, AND

Lots numbered Fifty-one (51) through and including Sixty-eight (68) in Block lettered "B" in the subdivision known as " LONGMEAD" as per plat recorded in Plat Book 124, Plat No. 14501, among the Land Records of Montgomery County, Maryland, AND ALSO

Lots numbered One Hundred Twenty-five (125) through and including One Hundred Forty (140) in Block lettered "B" and Parcel lettered "D" in Block lettered "B" in the subdivision known as "LONGMEAD" as per plat recorded in Plat Book 126, Plat No. 14755, among the Land Records of Montgomery County, Maryland.

Parcel ID No.
#13-255-2349727
738
740
751
#13-255-2350236
247
258
260
271
282
293
305
316
327
338
340
351
362
373
384
395
407
Master Acct. No. for
Lots 125-140 and Parcel "D"
#13-176-1538553

Pulte Home Corporation
11120 New Hampshire Avenue
Silver Spring, Md. 20904

Title Insurer: N/A

LIBER 6428 FOLIO 472 LSP3:SDTAB1-3

(H)

(2)

SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS
(Tabiona Cluster Annexation)

THIS DECLARATION, made this 14th day of June, 1984, by PULTE HOME CORPORATION, a corporation organized and existing under the laws of the State of Delaware, hereinafter called "Declarant"

W I T N E S S E T H:

WHEREAS, the Declarant is the owner of real property described herein and desires to create thereon a residential community with permanent common areas and community facilities for the benefit of said community; and

WHEREAS, PULTE HOME CORPORATION, Declarant, has heretofore imposed certain covenants and conditions upon certain other real property by Declaration recorded December 28, 1983 in Liber 6270 at folio 725 and by Supplementary Declaration recorded in Liber 6350 at folio 789 among the Land Records of Montgomery County, Maryland; and

WHEREAS, by Supplementary Declaration of Covenants and Restrictions dated March 20, 1984, and intended to be recorded immediately prior hereto, Declarant has extended the scheme of Covenants and Restrictions of the aforesaid Declaration to the property described in Exhibit "A" attached hereto; and

WHEREAS, by Supplementary Declaration of Covenants and Restrictions recorded December 29, 1983, in Liber 6272 at folio 119 and by additional Supplementary Declaration recorded in Liber 6350 at folio 793 among the Land Records of Montgomery County, Maryland, Declarant established the

'84 JUN 15 PM 2:08
CLERK'S OFFICE
MONTGOMERY COUNTY, MD

4000 Verified By: CBurt

Tabiona Cluster of the Longmead Crossing Community and imposed certain additional covenants and conditions on certain other real property; and

WHEREAS, Declarant deems it desirable to extend the scheme of covenants and restrictions set forth in the Supplementary Declaration (Tabiona Cluster) aforesaid unto additional of its properties, in accordance with Article II, Section 2 of the Supplementary Declaration (Tabiona Cluster) aforesaid;

NOW, THEREFORE, Declarant hereby declares as follows:

1. All the terms and conditions of the Supplementary Declaration (Tabiona Cluster) aforesaid are hereby imposed upon the real property hereinafter described and Declarant hereby declares that said real property is and shall be held, conveyed, hypothecated, or encumbered, sold, leased, rented, used, occupied, and improved subject to the covenants, restrictions, easements, charges and liens set forth in the aforesaid Supplementary Declaration (Tabiona Cluster) as amended, just as if all said covenants and restrictions were fully set forth herein.

2. The real property subject to this Supplementary Declaration of Covenants and Restrictions is described on Exhibit "A", attached hereto and incorporated herein by this reference.

3. Except as hereinabove modified and amended, the terms and conditions set forth in the aforesaid Declaration of Covenants and Restrictions are hereby ratified and confirmed.

IN WITNESS WHEREOF, the said PULTE HOME CORPORATION, a Delaware corporation, by JAMES N. ANDERSON, Division

President, has on this 14th day of June, 1984, caused these presents to be executed by JAMES N. ANDERSON, its Division President, and does hereby constitute and appoint said JAMES N. ANDERSON its true and lawful attorney-in-fact to acknowledge and deliver these presents as the act and deed of said PULTE HOME CORPORATION.

PULTE HOME CORPORATION

By _____
James N. Anderson, President
Western Maryland Division
Attorney in Fact of Pulte
Home Corporation

STATE OF MARYLAND)
) SS:
COUNTY OF MONTGOMERY)

I HEREBY CERTIFY that on this 14th day of June, 1984 before me, the subscriber, a Notary Public in and for the State aforesaid and County of Howard personally appeared JAMES N. ANDERSON, who is personally known to me to be the Division President of PULTE HOME CORPORATION, and the person named as attorney-in-fact in the foregoing Supplementary Declaration, and by virtue of the authority vested by said instrument, acknowledge the same to be the act and deed of PULTE HOME CORPORATION and that the same was executed for the purposes therein contained.

WITNESS my hand and notarial seal.

NOTARY PUBLIC

_____
Notary Public Audrey

My Commission Expires: July 1, 1986

I HEREBY CERTIFY that the within Supplementary Declaration was prepared by the undersigned, a member of good standing of the Bar of the Court of Appeals of Maryland.

_____
Louis S. Pettey

EXEIBIT "A"

Lots numbered One (1) through and including Four (4) in Block lettered "B" in the subdivision known as " LONGMEAD " as per plat recorded in Plat Book 124, Plat No. 14502, among the Land Records of Montgomery County, Maryland, AND

Lots numbered Fifty-one (51) through and including Sixty-eight (68) in Block lettered "B" in the subdivision known as " LONGMEAD" as per plat recorded in Plat Book 124, Plat No. 14501, among the Land Records of Montgomery County, Maryland, AND ALSO

Lots numbered One Hundred Twenty-five (125) through and including One Hundred Forty (140) in Block lettered "B" and Parcel lettered "D" in Block lettered "B" in the subdivision known as "LONGMEAD" as per plat recorded in Plat Book 126, Plat No. 14755, among the Land Records of Montgomery County, Maryland.

Parcel ID No.
#13-255-2349727
738
740
751
#13-255-2350236
247
258
260
271
282
293
305
316
327
338
340
351
362
373
384
395
407
Master Acct. No. for
Lots 125-140 and Parcel "D"
#13-176-1538553

Pulte Home Corporation
11120 New Hampshire Avenue
Silver Spring, Md. 20904

Title Insurer: N/A

5

LIBER 6551 FOLIO 384

LSP5:SDLON1-4
9/21/84:le

SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS
(Longmead Crossing)

THIS DECLARATION, made this 8th day of October, 1984, by PULTE HOME CORPORATION, a corporation organized and existing under the laws of the State of Delaware, and LONGMEAD CROSSING LIMITED PARTNERSHIP, a Maryland limited partnership, hereinafter collectively called "Declarant"

W I T N E S S E T H:

MISC. 81.00

OCT 23 AM 10 38
CLERK'S OFFICE
MONTGOMERY COUNTY, MD

WHEREAS, the Declarant is the owner of real property described herein and desires to create thereon a residential community with permanent common areas and community facilities for the benefit of said community; and

WHEREAS, Declarant, has heretofore imposed certain covenants and conditions upon certain other real property by Declaration recorded December 28, 1983 in Liber 6270 at folio 725 and by Supplementary Declarations recorded in Liber 6350 at folio 789 and Liber 6428 at folio 468 among the Land Records of Montgomery County, Maryland; and

WHEREAS, Declarant deems it desirable to extend the scheme of covenants and restrictions set forth in the Declaration aforesaid unto additional of its properties, in accordance with Article II, Section 2 of the Declaration aforesaid;

NOW, THEREFORE, Declarant hereby declares as follows:

1. All the terms and conditions of the Declaration aforesaid are hereby imposed upon the real property hereinafter described and Declarant hereby declares that said real property is and shall be held, conveyed, hypothecated, or encumbered, sold, leased, rented, used,

Returned By:

occupied, and improved subject to the covenants, restrictions, easements, charges and liens set forth in the aforesaid Supplementary Declaration as amended, just as if all said covenants and restrictions were fully set forth herein.

2. The real property subject to this Supplementary Declaration of Covenants and Restrictions is described on Exhibit "A", attached hereto and incorporated herein by this reference.

3. Except as hereinabove modified and amended, the terms and conditions set forth in the aforesaid Declaration of Covenants and Restrictions are hereby ratified and confirmed.

IN WITNESS WHEREOF, the said PULTE HOME CORPORATION, a Delaware corporation, by JAMES N. ANDERSON, Division President, has on this 8th day of October, 1984, caused these presents to be executed by JAMES N. ANDERSON, its Division President, and does hereby constitute and appoint said JAMES N. ANDERSON its true and lawful attorney-in-fact to acknowledge and deliver these presents as the act and deed of said PULTE HOME CORPORATION.

PULTE HOME CORPORATION

By _____
James N. Anderson, President
Western Maryland Division
Attorney in Fact of Pulte
Home Corporation

STATE OF MARYLAND)
) SS:
COUNTY OF MONTGOMERY)

I HEREBY CERTIFY that on this 8th day of October, 1984, before me, the subscriber, a Notary Public in and for

Montgomery
the State aforesaid and County of / personally appeared JAMES N. ANDERSON, who is personally known to me to be the Division President of PULTE HOME CORPORATION, and the person named as attorney-in-fact in the foregoing Supplementary Declaration, and by virtue of the authority vested by said instrument, acknowledge the same to be the act and deed of PULTE HOME CORPORATION and that the same was executed for the purposes therein contained.

WITNESS my hand and notarial seal.

Robin L. Blandford
Notary Public
ROBIN L. BLANDFORD

My Commission Expires: July 1, 1986

I HEREBY CERTIFY that the within Supplementary Declaration was prepared by the undersigned, a member of good standing of the Bar of the Court of Appeals of Maryland.

Louis S. Petter

WITNESS his hand and seal.

LONGMEAD CROSSING LIMITED
PARTNERSHIP
By: POTOMAC INVESTMENT
ASSOCIATES LIMITED
PARTNERSHIP, General Partner

By: A. M. Natelli
A. M. Natelli, General Partner

STATE OF MARYLAND :
: SS:
COUNTY OF MONTGOMERY :

On this 18th day of OCTOBER, 1984, before me, the undersigned officer, personally appeared A. M. Natelli, General Partner of Potomac Investment Associates Limited Partnership, which is General Partner of Longmead Crossing Limited Partnership, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he has executed the same for the purposes therein contained.

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

Jean Fay Fellenz
Notary Public
JEAN FAY FELLENZ

My Commission Expires:

July 1, 1986

LIBER 6551 FOLIO 888 EXHIBIT "A"

Lots numbered One Hundred Five (105) through and including One Hundred Twenty-four (124) in Block lettered "B" in the subdivision known as " LONGMEAD " as per plat recorded in Plat Book 126, Plat No. 14755, among the Land Records of Montgomery County, Maryland, AND

Lots numbered Sixty-nine (69) through and including One Hundred Four (104) and Parcel lettered "C" in Block lettered "B" in the subdivision known as " LONGMEAD " as per plat recorded in Plat Book 126, Plat No. 14754, among the Land Records of Montgomery County, Maryland.

Parcel ID Nos.
#13-255-2391293;305;316;327;338;340;351;362;373;384;395;407;418;420;431;442;453;464;475;486;497;500;511;522;533;544;555;566;577;588;590;602;613;624;635;646;668;670;681;692;704;715;726;737;748;750;761;772;783;794;806;817;828;830;841;852;282

Pulte Home Corporation
11120 New Hampshire Avenue
Silver Spring, Maryland20904

Longmead Crossing Limited Partnership
c/o Anthony M. Natelli
10220 River Road
Potomac, Maryland 20854

Title Insurer: N/A

-389

LIBER 6551 FOLIO 388

LSP5:SDTAB1-4
9/21/84:le

SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS
(Tabiona Cluster Annexation)

THIS DECLARATION, made this 8th day of October, 1984, by PULTE HOME CORPORATION, a corporation organized and existing under the laws of the State of Delaware, and LONGMEAD CROSSING LIMITED PARTNERSHIP, a Maryland limited partnership, hereinafter collectively called "Declarant"

MISC. 81.00

W I T N E S S E T H:

WHEREAS, the Declarant is the owner of real property described herein and desires to create thereon a residential community with permanent common areas and community facilities for the benefit of said community; and

SUBTOTAL 162.00
CHECK 162.00
#96221 C000 R01 T10:37
OCT 23 84

WHEREAS, Declarant, has heretofore imposed certain covenants and conditions upon certain other real property by Declaration recorded December 28, 1983 in Liber 6270 at folio 725 and by Supplementary Declarations recorded in Liber 6350 at folio 789 and Liber 6428 at folio 468 among the Land Records of Montgomery County, Maryland; and

WHEREAS, by Supplementary Declaration of Covenants and Restrictions dated October 8, 1984, and intended to be recorded immediately prior hereto, Declarant has extended the scheme of Covenants and Restrictions of the aforesaid Declaration to the property described in Exhibit "A" attached hereto; and

WHEREAS, by Supplementary Declaration of Covenants and Restrictions recorded December 29, 1983, in Liber 6272 at folio 119 and by additional Supplementary Declaration recorded in Liber 6350 at folio 793 and Liber 6428 at folio 472 among the Land Records of Montgomery County, Maryland,

1984 OCT 23 AM 10 37
CLERK'S OFFICE
MONTGOMERY COUNTY, MD

Declarant established the Tabiona Cluster of the Longmead Crossing Community and imposed certain additional covenants and conditions on certain other real property; and

WHEREAS, Declarant deems it desirable to extend the scheme of covenants and restrictions set forth in the Supplementary Declaration (Tabiona Cluster) aforesaid unto additional of its properties, in accordance with Article II, Section 2 of the Supplementary Declaration (Tabiona Cluster) aforesaid;

NOW, THEREFORE, Declarant hereby declares as follows:

1. All the terms and conditions of the Supplementary Declaration (Tabiona Cluster) aforesaid are hereby imposed upon the real property hereinafter described and Declarant hereby declares that said real property is and shall be held, conveyed, hypothecated, or encumbered, sold, leased, rented, used, occupied, and improved subject to the covenants, restrictions, easements, charges and liens set forth in the aforesaid Supplementary Declaration (Tabiona Cluster) as amended, just as if all said covenants and restrictions were fully set forth herein.

2. The real property subject to this Supplementary Declaration of Covenants and Restrictions is described on Exhibit "A", attached hereto and incorporated herein by this reference.

3. Except as hereinabove modified and amended, the terms and conditions set forth in the aforesaid Declaration of Covenants and Restrictions are hereby ratified and confirmed.

IN WITNESS WHEREOF, the said PULTE HOME CORPORATION, a Delaware corporation, by JAMES N. ANDERSON, Division

President, has on this 8th day of October, 1984, caused these presents to be executed by JAMES N. ANDERSON, its Division President, and does hereby constitute and appoint said JAMES N. ANDERSON its true and lawful attorney-in-fact to acknowledge and deliver these presents as the act and deed of said PULTE HOME CORPORATION.

PULTE HOME CORPORATION

By _____
James N. Anderson, President
Western Maryland Division
Attorney in Fact of Pulte
Home Corporation

STATE OF MARYLAND)
) SS:
COUNTY OF MONTGOMERY)

I HEREBY CERTIFY that on this 8th day of October, 1984, before me, the subscriber, a Notary Public in and for the State aforesaid and County of Montgomery personally appeared JAMES N. ANDERSON, who is personally known to me to be the Division President of PULTE HOME CORPORATION, and the person named as attorney-in-fact in the foregoing Supplementary Declaration, and by virtue of the authority vested by said instrument, acknowledge the same to be the act and deed of PULTE HOME CORPORATION and that the same was executed for the purposes therein contained.

IN WITNESS my hand and notarial seal.

Robin L Blandford
Notary Public
ROBIN L BLANDFORD

My Commission Expires: 7/1/86

I HEREBY CERTIFY that the within Supplementary Declaration was prepared by the undersigned, a member of good standing of the Bar of the Court of Appeals of Maryland.

_____
Louis S. Pettey

WITNESS his hand and seal.

LONGMEAD CROSSING LIMITED
PARTNERSHIP
By: POTOMAC INVESTMENT
ASSOCIATES LIMITED
PARTNERSHIP, General Partner

By: _____
A. M. Natelli, General Partner

STATE OF MARYLAND :
: SS:
COUNTY OF Montgomery :

On this 12th day of October, 1984, before me, the undersigned officer, personally appeared A. M. Natelli, General Partner of Potomac Investment Associates Limited Partnership, which is General Partner of Longmead Crossing Limited Partnership, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he has executed the same for the purposes therein contained.

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

_____
Notary Public
JEAN FAN FELLENZ

My Commission Expires:

July 1, 1986

LIBER 6551 FOLIO 383

EXHIBIT "A"

Lots numbered One Hundred Five (105) through and including One Hundred Twenty-four (124) in Block lettered "B" in the subdivision known as " LONGMEAD " as per plat recorded in Plat Book 126, Plat No. 14755, among the Land Records of Montgomery County, Maryland, AND

Lots numbered Sixty-nine (69) through and including One Hundred Four (104) and Parcel lettered "C" in Block lettered "B" in the subdivision known as " LONGMEAD " as per plat recorded in Plat Book 126, Plat No. 14754, among the Land Records of Montgomery County, Maryland.

Parcel ID Nos.
#13-255-2391293;305;316;327;330;340;351;362;373;384;395;407;418;420;431;442;453;464;475;486;497;500;511;522;533;544;555;566;577;588;590;602;613;624;635;646;668;670;681;692;704;715;726;737;748;750;761;772;783;794;806;817;828;830;841852;282

Pulte Home Corporation
11120 New Hampshire Avenue
Silver Spring, Maryland20904

Longmead Crossing Limited Partnership
c/o Anthony M. Natelli
10220 River Road
Potomac, Maryland 20854

Title Insurer: N/A

LIBER 6628 FOLIO 635

PM3:SDLONG1-17
10/5/84:le

SUPPLEMENTARY DECLARATION OF
COVENANTS AND RESTRICTIONS

THIS SUPPLEMENTARY DECLARATION is made this 27th day of December, 1984, by LONGMEAD CROSSING LIMITED PARTNERSHIP, and PULTE HOME CORPORATION, A Delaware Corporation, hereinafter collectively called "Developer".

WHEREAS, Developer is the Owner of the real property described in this Supplementary Declaration; and

WHEREAS, Developer intends that the property described herein shall become subject to the DECLARATION OF COVENANTS AND RESTRICTIONS OF LONGMEAD CROSSING and also become subject to the provisions hereinafter set forth;

NOW THEREFORE, Developer hereby declares that all of the Properties described herein, together with such additions as may hereafter be made thereto as provided in Article II, shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens set forth in the DECLARATION OF COVENANTS AND RESTRICTIONS OF LONGMEAD CROSSING, dated the 27th day of December, 1983, and recorded in LIBER 6270 at Folio 725, among the Land Records of Montgomery County, Maryland, subject to the covenants, restrictions, easements, charges and liens set forth hereinafter. The Ladymeade Cluster shall be part of the Homecrest Neighborhood Service District.

RELEASE $2.00

ARTICLE I

CLUSTER DESIGNATION

The following described property is hereby designated as a Cluster of the Longmead Crossing Community Services

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Association, Inc., hereinafter referred to as the "Association", and shall be known as Ladymeade Cluster:

(See Exhibit A)

ARTICLE II

PROPERTY SUBJECT TO THIS SUPPLEMENTARY DECLARATION

Section 1. Existing Property. The aforedescribed real property is, and shall be held, transferred, sold, conveyed and occupied subject to this Supplementary Declaration.

Section 2. Additions to Existing Property. All or any part of the Properties described in the Development Plan, or land which is contiguous thereto, may be added to this Cluster by the Developer, without the consent of the Owners, within five (5) years of the date of this instrument, by the filing of record of a Supplementary Declaration with respect to such land which designates it as part of the Cluster and by filing with the Association the plat and plans for such addition. For this purpose, contiguous shall mean adjacent to, or both sides of an area dedicated to public use.

ARTICLE III

CLUSTER ASSESSMENTS

Section 1. Purpose. Cluster Assessments shall be used exclusively for the purpose of providing services which are necessary or desirable for the health, safety, and welfare of the Members within the Cluster. Such services may include: maintenance and operation of any Cluster Common Area as described and designated in the Governing Documents, including maintenance of streets or roads constructed on the Cluster Common Area, providing services to the Living Units,

such as trash removal and setting aside reserves for working capital, future repair and replacement of capital improvements to be constructed or maintained through the Cluster Assessment, including those streets constructed on the Cluster Common Area. A contribution to working capital to be used for initial set-up, organizational and such other purposes as the Board of Trustees may determine may be assessed by the Association and levied at the settlement of the conveyance of Lots to any entity, other than a Builder, not to exceed $75.00 per Living Unit. Except as may be specifically provided for in the Declaration, or the Supplementary Declaration, it is not contemplated that the Association shall have any responsibility for the maintenance or repair of the dwellings or their appurtenances and the responsibility and duties of the Association for maintenance and repairs shall be limited to the Common Areas and community facilities, except as provided herein. The Owner of any Living Unit shall, at his own expense, maintain his Lot and dwelling, and any and all appurtenances thereto, in good order, condition and repair and in a clean, sightly and sanitary condition at all times.

Section 2. Basis of Assessment. The basis for the Cluster Assessment shall be the same as for the Annual General Assessment, as set forth in the Declaration.

Section 3. Maximum Cluster Assessment. Until the first day of the fiscal year following commencement of assessments in the Cluster, the maximum annual Cluster Assessment shall be $385.20, per Living Unit.

Section 4. Change in Maximum. From and after the first

day of the fiscal year immediately following the commencement of Cluster Assessments in the Cluster:

(a) The Board of Trustees may increase the maximum each year by the greater of: (1) a factor of not more than ten percent (10%) of the maximum for the current fiscal year plus the amount by which any ad valorem real estate taxes and casualty and other insurance premiums payable by the Association with respect to the Cluster have increased over amounts payable for the same or similar items for the previous year; or (2) the percentage increase, if any, over the twelve (12) month period ending five (5) months prior to the start of the fiscal year, in the Consumer Price Index, or equivalent, as published by the U.S. Labor Department for the Metropolitan Washington Area; such increase shall become effective the first day of the next year.

(b) The maximum may be increased above the amount which can be set by the Board with the affirmative vote of at least two-thirds (2/3) of the votes of the membership of the Cluster in a meeting in which a Quorum of Owners who own lots in the Cluster is present.

Section 5. Method of Assessment. The assessments shall be levied by the Association against Assessable Units in the Cluster, and collected and disbursed by the Association. As provided in the Declaration, by a vote of at least two-thirds (2/3) of the Trustees, the Board shall fix the annual Cluster Assessment and the date(s) such assessments become due, with the advise of the Owners of Assessable Units in the Cluster. Written notice of the annual assessment shall be sent to every Owner of an Assessable Unit subject thereto.

ARTICLE IV

PARKING

The Association shall promulgate such rules and regulations as needed to regulate the use of any parking areas that may be constructed or authorized on Cluster Common Area for the benefit of all Owners, which rules and regulations may include assignment of parking spaces.

ARTICLE V

PROTECTIVE COVENANTS

Section 1. Completion of Structures. The exterior of any new structure and the grounds related thereto must be substantially completed in accordance with the plans and specifications approved by the Architectural Review Board within eighteen (18) months after construction of the same shall have commenced, except that said Board may grant extensions where such completion is impossible or is the result of matters beyond the control of the Owner or Builder, such as strikes, casualty losses, national emergencies or acts of God.

Section 2. Residential Use. All Lots and Living Units designated for residential use shall be used, improved and devoted exclusively to residential use, except home professions may be pursued if permitted by Montgomery County, Maryland. Nothing herein shall be deemed to prevent an Owner from leasing a Living Unit to a Single Family, provided such lease shall be in writing and subject to all of the provisions of the Governing Documents with any failure by a lessee to comply with the terms of the Governing Documents constituting a default under the lease.

Section 3. Vehicles. No portion of the property subjected hereto shall be used for the repair of motor vehicles. Use and storage of all vehicles and recreational equipment upon the common Area and Lots or upon any street, public or private, adjacent thereto shall be subject to rules promulgated by the Board of Trustees as provided herein;

(a) All motor vehicles including, but not limited to, trail bikes, motorcycles, dune buggies and snowmobiles shall be driven only upon paved streets and parking lots. No motor vehicles shall be driven on pathways or Common Areas, except such vehicles as are authorized by the Association as needed to maintain, repair or improve the Common Area. This prohibition shall not apply to normal vehicular use of designated streets and lanes constructed on the Common Area.

(b) No motorcycle, trail bike, dune buggy, snowmobile, moped, commercial vehicle, junk vehicle, van, private truck, trailer, camper, boat or recreational vehicle, whether or not licensed as a Class A motor vehicle, and no unlicensed motor vehicle of any type shall be parked on any part of the property except on a temporary or non-recurring basis, or in garages or screened enclosures, or in areas designated by the Association for such parking. Provided, however, that the Book of Resolutions may provide specific exception to the above restrictions for certain types or classes of vehicles.

Section 4. Pets. Subject to limitations as may from time to time be set by the Association, no more than two (2) generally recognized house or yard pets in reasonable numbers, may be kept and maintained on a Lot or in a Living

Unit, provided such pets are not kept or maintained for commercial purposes. All pets must be kept under the control of their owner when they are outside of the Lot and must not become a nuisance to other residents.

Section 5. Clothes Drying Equipment. No external clothes lines or other clothes drying apparatus shall be permitted on any Lot, except as approved in writing by the Architectural Review Board.

Section 6. Antennae. Exterior television or other antennae are prohibited, except as approved in writing by the Architectural Review Board.

Section 7. Trash Receptacles. Storage, collection and disposal of trash shall be in compliance with rules set by the Architectural Review Board.

Section 8. Trash Burning. Trash, leaves and other similar material shall not be burned without the prior written consent of the Association.

Section 9. Signs. No signs of any type shall be displayed to public view on any Lot or the Common Area without the prior written consent of the Architectural Review Board, except customary name and address signs meeting established Architectural Review Board standards.

Section 10. Mailboxes and Newspaper Tubes. Only mailboxes and newspaper tubes meeting the design standards of the Association shall be permitted.

Section 11. Fences and Walls. No fence, wall, tree, hedge or shrub planting shall be erected or maintained in such a manner as to obstruct site lines for vehicular traffic. All fences or enclosures must be approved by the Architectural Review Board as to location, material and

design. Any fence or wall built on any of the Lots shall be maintained in a proper manner so as not to detract from the value and desirability of surrounding property.

Section 12. Nuisances. No noxious or offensive activity shall be carried on upon any portion of the property subject hereto, nor shall anything be done thereon that may be or become a nuisance or annoyance to the Cluster.

Section 13. Lighting. No exterior lighting shall be directed outside the boundaries of a Lot.

Section 14. Vegetation. No live trees with a diameter in excess of four inches (4"), measured twelve inches (12") above ground, nor trees in excess of two inches (2") in diameter, similarly measured, which are generally known as Flowering trees (such as dogwood or redbud) or as broad leaf evergreens (such as holly, laurel or rhododendron), may be cut without prior approval of the Architectural Review Board. The Association shall set rules for cutting of trees to allow for selective clearing or cutting.

Section 15. Rules. From time to time the Board of Trustees shall adopt rules, including but not limited to, rules to implement the provisions of this Article and such rules as are required herein. Such rules may be adopted or amended by a majority vote of the Board of Trustees, following a public hearing for which due notice has been provided to Members. All such rules and any subsequent amendments thereto shall be placed in the Book of Resolutions and shall be binding on all Members, except where expressly provided otherwise in such rules.

Section 16. Exceptions. The Board of Trustees may issue temporary permits to except any prohibitions expressed or

implied by this Article, provided the Board can show good cause and acts in accordance with adopted guidelines and procedures.

So long as LONGMEAD CROSSING LIMITED PARTNERSHIP or a Builder are engaged in developing or improving any portion of the Properties, such persons or entities shall be exempt from the provisions of this Article affecting movement and storage of building materials, equipment, and motor vehicles, erection and maintenance of directional and promotional signs and conduct of sales activities, including maintenance of model Living Units having approval of the Architectural Review Board. Such exemption shall be subject to such rules as may be established by the Developer to maintain reasonable standards of safety, cleanliness and general appearance of the Properties.

ARTICLE VI

Pparty WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as part of the original construction of the Living Units upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Rights of Owners. The Owners of contiguous Lots who have a party wall or party fence shall both equally have the right to use such wall or fence, provided that such use by one Owner does not interfere with the use and enjoyment of same by the other Owner.

Section 3. Damage or Destruction. In the event that any party wall or party fence is damaged or destroyed (including deterioration from ordinary wear and tear and lapse of time):

(a) through the act of an Owner or any of his agents or guests or members of his family (whether or not such act is negligent or otherwise culpable), it shall be the obligation of such Owner to rebuild and repair the party wall or fence without cost to the other adjoining Lot Owners or Owner.

(b) other than by the act of an Owner, his agents, guests or family, it shall be the obligation of all Owners whose Lots adjoin such wall or fence to rebuild and repair such wall or fence at their joining and equal expense.

Notwithstanding any provision herein, there shall be no impairment of the structural integrity of any party wall without the prior consent of all Owners of any interest therein, whether by way of easement or in fee.

Section 4. Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 5. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

Section 6. Encroachment. If any portion of a party wall shall encroach upon any adjoining Lot or upon the Common Areas or community facilities by reason of the repair,

reconstruction, settlement or shifting of any building, or otherwise, a valid easement for the encroachment and for the maintenance of the same as long as the building stands, shall exist, to a maximum of one (1) foot over the adjacent lot.

ARTICLE VII

INSURANCE

Section 1. Obligation of Owners. In order to protect adjoining Owners and to insure that there are sufficient funds available to an Owner to restore his Living Unit in case of damage or destruction, each Owner of a Lot upon which a single attached Living Unit is constructed shall maintain a fire and extended coverage insurance policy in any amount equal to the full replacement value (exclusive of land, excavation and other items normally excluded from coverage of all improvements constructed on such Lot. Any policy obtained shall provide that it may not be cancelled except upon ten (10) days' written notice to the Association.

Such Owner shall pay for such fire and extended coverage insurance when required by the policy therefor, and if the Owner fails to obtain such fire and extended coverage insurance, or fails to pay such insurance premiums as required, the Association may (but shall not be obligated to) obtain such insurance and/or make such payments for such Owner, and the cost of such payments shall thereupon become a Special Assessment on the Owner's Assessable Unit.

From time to time the Association may require Owners to provide evidence of compliance with this Article.

ARTICLE VIII

CLUSTER COMMON AREA

The following property is hereby designated as Cluster Common Area, as defined in Article I, Section 5 of the Declaration, for the benefit of Ladymeade Cluster:

(See Exhibit B)

ARTICLE IX

GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of the Supplementary Declaration shall run with and bind the land for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive period of twenty-five (25) years, unless at the expiration of any such period the covenants and restrictions are expressly terminated by an instrument signed by the Owners of at least seventy-five percent (75%) of the Lots in Ladymeade Cluster. A termination must be recorded among the Land Records of Montgomery County, Maryland to become effective.

Section 2. Amendment. This Supplementary Declaration may be amended at any time by an instrument signed by the Class C Member, if any, and by the Owners of at least seventy-five percent (75%) of the Lots in Ladymeade Cluster, provided however, that the Developer shall not amend or remove this Declaration without the consent of Longmead Crossing Community Services Association, Inc. and an Owner, other than Developer, of at least one (1) Lot in Ladymeade Cluster. Any amendment must be recorded among the Land Records of Montgomery County, Maryland to become effective.

As long as the Class C membership exists, amendment of this Supplementary Declaration requires the approval of the Federal Mortgage Agencies, should they have an interest in the Properties in Ladymeade Cluster. Nothing herein shall modify the provision of the Declaration with respect hereto.

Section 3. Construction and Enforcement. The provisions hereof shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of the Ladymeade Cluster and the community of Longmead Crossing. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain, enjoin violation or to recover damages, or both, against any Lot to enforce the lien created hereby; and the failure or forebearance by the association or the Owner of any Lot to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter, nor shall any such failure be the basis for claim for damages or otherwise against the Developer, its successors and assigns. Furthermore, in the event of claim or demand against the Developer for such failure, the Association shall indemnify and hold the Developer harmless from any expenses, including reasonable attorneys' fees for its defense.

The provisions hereof may be enforced, without limitation, by the Association, by any Owner within Ladymeade Cluster, or any mortgagee of any Lot which becomes subject

to the provisions hereof, and by any other person, firm, corporation or other legal entity who has any right to the use of any of the Common Area and community facilities owned by the Association, including, against without limitation, any person, firm, corporation or other legal entity who has any right to the use of any of the streets or roadways owned by the Association.

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 cannot be adequately remedied by action of law or exclusively by recovery of damages.

Section 4. 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 5. Consent of The Maryland-National Capital Park and Planning Commission. 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 The Maryland-National Capital Park and Planning Commission:

(a) abandon, partition, subdivide, encumber, sell or transfer any of the common areas and 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

(b) abandon or terminate this Declaration; or

(c) modify or amend any material or substantive provision of this Declaration or the By-Laws of the Association.

(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 as provided in the 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 6. Terms and Definitions. The terms used herein shall have the same meaning and definition as set forth in the DECLARATION AND COVENANTS AND RESTRICTIONS OF LONGMEAD CROSSING. The captions contained herein are for convenience only and are not a part of this Supplementary Declaration and are not intended in any way to limit or enlarge the terms and provisions of this Supplementary Declaration. Whenever the context so requires, the male shall include all genders and the singular shall include the plural.

Section 7. Contravention. Nothing contained herein shall be construed as altering, amending or vacating the provisions of the Code of Montgomery County, Maryland, which shall have full force and effect on all property subject to this Supplementary Declaration.

IN WITNESS WHEREOF, LONGMEAD CROSSING LIMITED PARTNERSHIP has caused this Supplementary Declaration of

Covenants and Restrictions to be signed in its corporate name by POTOMAC INVESTMENT LIMITED PARTNERSHIP, its General Partner and does hereby acknowledge and deliver these presents as its act and deed.

IN WITNESS WHEREOF, the said Pulte Home Corporation, a corporation organized and existing under the laws of the State of Delaware has, on the day and year first above written caused these presents to be executed in its corporate name by James N. Anderson, its Division President, and does hereby appoint the said James N. Anderson as its true and lawful attorney-in-fact to acknowledge and deliver these presents as its act and deed.

PULTE HOME CORPORATION

By: _____
James N. Anderson
Division President

LONGMEAD CROSSING LIMITED PARTNERSHIP

By: POTOMAC INVESTMENTS ASSOCIATES LIMITED PARTNERSHIP

ATTEST:

_____

By: _____
A. M. Natelli
General Partner

STATE OF MARYLAND :
: SS:
COUNTY OF MONTGOMERY :

On this 15th day of January, 1985, before me, a Notary Public, appeared A. M. NATELLI, who acknowledged himself to be a General Partner of Potomac

Investment Associates Limited Partnership, which partnership is a general partner of Longmead Crossing Limited Partnership and acknowledged that he executed the within instrument for the purposes therein contained.

Notary Public

My Commission Expires:
July 1, 1986

STATE OF MARYLAND)
)ss:
COUNTY OF MONTGOMERY)

I HEREBY CERTIFY that on this 18th day of December, 1984, before me, the subscriber, a Notary Public in and for the County of Howard and state aforesaid personally appeared JAMES N. ANDERSON, who is personally well known to me to be the person named as attorney-in-fact in the foregoing Declaration, and by virtue of the authority vested in him by said instrument, acknowledged the same to be the act and deed of Pulte Home Corporation, and that he executed the same for the purposes contained therein.

WITNESS my hand and notarial seal the day and year above written.

Audrey G. Carter
NOTARY PUBLIC
Howard County

Notary Public
Audrey G. Carter

My commission expires:
July 1, 1986

THIS IS TO CERTIFY that the within instrument was prepared by or under the supervision of the undersigned, an attorney duly admitted to practice before the Court of Appeals of Maryland.

Louis S. Pettey

EXHIBIT "A" LIBER 6628 FOLIO 652

Lots numbered One Hundred One (101) through and including One Hundred Fourteen (114) and Parcel lettered "I" in Block lettered "A" in the subdivision known as "LONGMEAD" as per plat recorded in Plat Book 128, Plat No. 14972, among the Land Records of Montgomery County, Maryland, AND Lots numbered One Hundred Fifteen (115) through and including One Hundred Thirty-one (131) and Parcel lettered "J" in Block lettered "A" in the subdivision known as "LONGMEAD" as per plat recorded in Plat Book 128, Plat No. 14973, among the Land Records of Montgomery County, Maryland.

13-03-2443016, 2443240

Parcel ID No. ~~#13-176-1734620~~

Pulte Home Corporation
11120 New Hampshire Avenue
Silver Spring, Maryland 20904

Longmead Crossing Limited Partnership
c/o A. M. Natelli
10220 River Road
Potomac, Maryland 20854

Title Insurer: N/A

EXHIBIT "B" LIBER 6828 FOLIO 653

Parcel lettered "I" in Block lettered "A" in the subdivision known as "LONGMEAD" as per plat recorded in Plat Book 128, Plat No. 14972, among the Land Records of Montgomery County, Maryland, AND

Parcel lettered "J" in Block lettered "A" in the subdivision known as "LONGMEAD" as per plat recorded in Plat Book 128, Plat No. 14973, among the Land Records of Montgomery County, Maryland.

CLERK'S NOTATION
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3/21/85:le

SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS
(Longmead Crossing)

THIS DECLARATION, made this 26th day of March, 1985, by PULTE HOME CORPORATION, a corporation organized and existing under the laws of the State of Delaware, hereinafter called "Declarant"

MISC. 60.00

W I T N E S S E T H:

WHEREAS, the Declarant is the owner of real property described herein and desires to create thereon a residential community with permanent common areas and community facilities for the benefit of said community; and

WHEREAS, Declarant, has heretofore imposed certain covenants and conditions upon certain other real property by Declaration recorded December 28, 1983 in Liber 6270 at folio 725 and by Supplementary Declarations recorded in Liber 6350 at folio 789, Liber 6428 at folio 468, Liber 6551 at folio 384, and Liber 6628 at folio 635, among the Land Records of Montgomery County, Maryland; and

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WHEREAS, Declarant deems it desirable to extend the scheme of covenants and restrictions set forth in the Declaration aforesaid unto additional of its properties, in accordance with Article II, Section 2 of the Declaration aforesaid;

NOW, THEREFORE, Declarant hereby declares as follows:

1. All the terms and conditions of the Declaration aforesaid are hereby imposed upon the real property hereinafter described and Declarant hereby declares that said real property is and shall be held, conveyed, hypothecated, or encumbered, sold, leased, rented, used,

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occupied, and improved subject to the covenants, restrictions, easements, charges and liens set forth in the aforesaid Supplementary Declaration as amended, just as if all said covenants and restrictions were fully set forth herein.

2. The real property subject to this Supplementary Declaration of Covenants and Restrictions is described on Exhibit "A", attached hereto and incorporated herein by this reference.

3. Except as hereinabove modified and amended, the terms and conditions set forth in the aforesaid Declaration of Covenants and Restrictions are hereby ratified and confirmed.

IN WITNESS WHEREOF, the said PULTE HOME CORPORATION, a Delaware corporation, by JAMES N. ANDERSON, Division President, has on this 26th day of March, 1985, caused these presents to be executed by JAMES N. ANDERSON, its Division President, and does hereby constitute and appoint said JAMES N. ANDERSON its true and lawful attorney-in-fact to acknowledge and deliver these presents as the act and deed of said PULTE HOME CORPORATION.

PULTE HOME CORPORATION

By _____
James N. Anderson, President
Maryland Division
Attorney in Fact of Pulte
Home Corporation

STATE OF MARYLAND)
) SS:
COUNTY OF MONTGOMERY)

I HEREBY CERTIFY that on this 26th day of March, 1985, before me, the subscriber, a Notary Public in and for

CLERK'S NOTATION
Document submitted for record is a condition not permitting satisfactory photographic reproduction.

the State aforesaid and County of Howard personally appeared JAMES N. ANDERSON, who is personally known to me to be the Division President of PULTE HOME CORPORATION, and the person named as attorney-in-fact in the foregoing Supplementary Declaration, and by virtue of the authority vested by said instrument, acknowledge the same to be the act and deed of PULTE HOME CORPORATION and that the same was executed for the purposes therein contained.

WITNESS my hand and notarial seal.

Audrey G. Carter, Notary Public

Audrey G. Carter NOTARY PUBLIC Howard County

My Commission Expires: July 1, 1986

I HEREBY CERTIFY that the within Supplementary Declaration was prepared by the undersigned, a member of good standing of the Bar of the Court of Appeals of Maryland.

Louis S. Pettey

CLERK'S NOTATION
Document submitted for record
is in condition not permitting
satisfactory photographic
reproduction.

Lots numbered One Hundred Thirty-two (132) through and including One Hundred Forty-two (142) and Lots numbered One Hundred Fifty-one (151) through and including One Hundred Sixty-one (161) in Block lettered "A" in the subdivision known as "LONGMEAD" as per plat recorded in Plat Book 128, Plat No. 14973, among the Land Records of Montgomery County, Maryland, AND

Lots numbered One Hundred Forty-three (143) through and including One Hundred Fifty (150) in Block lettered "A" in the subdivision known as " LONGMEAD " as per plat recorded in Plat Book 128, Plat No. 14972, among the Land Records of Montgomery County, Maryland, AND ALSO

Lots numbered One Hundred Sixty-two (162) through and including One Hundred Seventy-three (173) and Parcel lettered "K" in Block lettered "A" in the subdivision known as "LONGMEAD" as per plat recorded in Plat Book 128, Plat No. 14974, among the Land Records of Montgomery County, Maryland.

Pulte Home Corporation
11120 New Hampshire Avenue
Silver Spring, Maryland 20904

Title Insurer: N/A

Parcel ID Nos.

Lot 132, Block "A", Longmead		Lot 172 "A" -	#13-255-2443763
133		173 "A"	774
134		Parcel "K"(A)	#13-255-2443650
135		Account No.	13-255-2443433
136			444
137			455
138			466
139			477
140			488
141			490
142			502
143			513
144			524
145			535
146			2443160
147			171
148			182
149			193
150			205
151			216
152			227
153			238
154			546
155			557
156			568
157			570
158			581
159			592
160			604
161			615
162			626
163			637
164			648
165			661
166			672
167			683
168			694
169			706
170			717
171			728
			730
			741
			752

LIBER 6689 FOLIO 503

11P6:SDLAD1-3

SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS
(Ladymeade Cluster Annexation)

THIS DECLARATION, made this 26th day of March, 1985, by PULTE HOME CORPORATION, a corporation organized and existing under the laws of the State of Delaware, hereinafter called "Declarant"

W I T N E S S E T H:

WHEREAS, the Declarant is the owner of real property described herein and desires to create thereon a residential community with permanent common areas and community facilities for the benefit of said community; and

WHEREAS, PULTE HOME CORPORATION, Declarant, has heretofore imposed certain covenants and conditions upon certain other real property by Declaration recorded December 28, 1983 in Liber 6270 at folio 725 among the Land Records of Montgomery County, Maryland which Declaration has been Supplemented to extend the scheme of Covenants to various other properties; and

WHEREAS, by Supplementary Declaration of Covenants and Restrictions recorded January 11, 1985, in Liber 6628 at folio 635 among the Land Records of Montgomery County, Maryland, Declarant established the Ladymeade Cluster of the Longmead Crossing Community and imposed certain additional covenants and conditions on certain other real property; and

WHEREAS, Declarant deems it desirable to extend the scheme of covenants and restrictions set forth in the Supplementary Declaration (Ladymeade Cluster) aforesaid unto additional of its properties, in accordance with Article II, Section 2 of the Supplementary Declaration (Ladymeade Cluster) aforesaid;

1985 MAR 26 PM 1:48

NOW, THEREFORE, Declarant hereby declares as follows:

1. All the terms and conditions of the Supplementary Declaration (Ladymeade Cluster) aforesaid are hereby imposed upon the real property hereinafter described and Declarant hereby declares that said real property is and shall be held, conveyed, hypothecated, or encumbered, sold, leased, rented, used, occupied, and improved subject to the covenants, restrictions, easements, charges and liens set forth in the aforesaid Supplementary Declaration (Ladymeade Cluster) as amended, just as if all said covenants and restrictions were fully set forth herein.

2. The real property subject to this Supplementary Declaration of Covenants and Restrictions is described on Exhibit "A", attached hereto and incorporated herein by this reference.

3. Except as hereinabove modified and amended, the terms and conditions set forth in the aforesaid Declaration of Covenants and Restrictions are hereby ratified and confirmed.

IN WITNESS WHEREOF, the said PULTE HOME CORPORATION, a Delaware corporation, by JAMES N. ANDERSON, Division President, has on this 26th day of March, 1985, caused these presents to be executed by JAMES N. ANDERSON, its Division President, and does hereby constitute and appoint said JAMES N. ANDERSON its true and lawful attorney-in-fact to acknowledge and deliver these presents as the act and deed of said PULTE HOME CORPORATION.

ATTEST:

Carol S. Fitzgerald
Witness

PULTE HOME CORPORATION

By James N. Anderson, President
Maryland Division
Attorney in Fact of Pulte
Home Corporation

STATE OF MARYLAND)
) SS:
COUNTY OF MONTGOMERY)

I HEREBY CERTIFY that on this 26th day of March, 1985, before me, the subscriber, a Notary Public in and for the State of Maryland, and County of Howard personally appeared JAMES M. ANDERSON, who is personally known to me to be the Division President of PULTE HOME CORPORATION, and the person named as attorney-in-fact in the foregoing Supplementary Declaration, and by virtue of the authority vested by said instrument, acknowledge the same to be the act and deed of PULTE HOME CORPORATION and that the same was executed for the purposes therein contained.

WITNESS my hand and notarial seal.

Audrey G. Carter NOTARY PUBLIC Howard County, MD.

Notary Public
Audrey G. Carter

My Commission Expires:

July 1, 1986

I HEREBY CERTIFY that the within Supplementary Declaration was prepared by the undersigned, a member of good standing of the Bar of the Court of Appeals of Maryland.

Louis B. Pettey

EXHIBIT "A"

Lots numbered One Hundred Thirty-two (132) through and including One Hundred Forty-two (142) and Lots numbered One Hundred Fifty-one (151) through and including One Hundred Sixty-one (161) in Block lettered "A" in the subdivision known as "LONGMEAD" as per plat recorded in Plat Book 128, Plat No. 14973, among the Land Records of Montgomery County, Maryland, AND

Lots numbered One Hundred Forty-three (143) through and including One Hundred Fifty (150) in Block lettered "A" in the subdivision known as " LONGMEAD " as per plat recorded in Plat Book 128, Plat No. 14972, among the Land Records of Montgomery County, Maryland, AND ALSO

Lots numbered One Hundred Sixty-two (162) through and including One Hundred Seventy-three (173) and Parcel lettered "K" in Block lettered "A" in the subdivision known as "LONGMEAD" as per plat recorded in Plat Book 128, Plat No. 14974, among the Land Records of Montgomery County, Maryland.

Pulte Home Corporation
11120 New Hampshire Avenue
Silver Spring, Maryland 20904

Title Insurer: N/A

Parcel ID Nos.

Lot 132, Block "A", Longmead
133
134
135
136
137
138
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171
Lot 172 "A" - #13-255-2443763
173 "A" 774
Parcel "K"(A) #13-255-2443650
Account No. 13-255-2443433
444
455
466
477
488
490
502
513
524
535
2443160
171
182
193
205
216
227
238
546
557
568
570
581
592
604
615
626
637
648
661
672
683
694
706
717
728
730
741
752

LIBER 6818 FOLIO 803

11F6:8DLONG1-4
7/30/85:eer

SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS
(Longmead Crossing)

THIS DECLARATION, made this 31st day of July, 1985, by PULTE HOME CORPORATION, a corporation organized and existing under the laws of the State of Michigan, hereinafter called "Declarant"

W I T N E S S E T H:

WHEREAS, the Declarant is the owner of real property described herein and desires to create thereon a residential community with permanent common areas and community facilities for the benefit of said community; and

WHEREAS, Declarant, has heretofore imposed certain covenants and conditions upon certain other real property by Declaration recorded December 28, 1983 in Liber 6270 at folio 725 and by Supplementary Declarations recorded in Liber 6350 at folio 789, Liber 6428 at folio 468, Liber 6551 at folio 384, Liber 6628 at folio 635, and Liber 6689 at folio 499, among the Land Records of Montgomery County, Maryland; and

WHEREAS, Declarant deems it desirable to extend the scheme of covenants and restrictions set forth in the Declaration aforesaid unto additional of its properties, in accordance with Article II, Section 2 of the Declaration aforesaid;

NOW, THEREFORE, Declarant hereby declares as follows:

1. All the terms and conditions of the Declaration aforesaid are hereby imposed upon the real property hereinafter described and Declarant hereby declares that said real property is and shall be held, conveyed, hypothecated, or encumbered, sold, leased, rented, used,

1985 AUG -6 PM 1:29

Verified By: DH

occupied, and improved subject to the covenants, restrictions, easements, charges and liens set forth in the aforesaid Supplementary Declaration as amended, just as if all said covenants and restrictions were fully set forth herein.

2. The real property subject to this Supplementary Declaration of Covenants and Restrictions is described on Exhibit "A", attached hereto and incorporated herein by this reference.

3. Except as hereinabove modified and amended, the terms and conditions set forth in the aforesaid Declaration of Covenants and Restrictions are hereby ratified and confirmed.

IN WITNESS WHEREOF, the said PULTE HOME CORPORATION, a Delaware corporation, by JAMES N. ANDERSON, Division President, has on this 31st day of July, 1985, caused these presents to be executed by JAMES N. ANDERSON, its Division President, and does hereby constitute and appoint said JAMES N. ANDERSON its true and lawful attorney-in-fact to acknowledge and deliver these presents as the act and deed of said PULTE HOME CORPORATION.

PULTE HOME CORPORATION

By _____
James N. Anderson, President
Maryland Division
Attorney in Fact of Pulte
Home Corporation

STATE OF MARYLAND)
) SS:
COUNTY OF MONTGOMERY)

I HEREBY CERTIFY that on this 31st day of July, 1985, before me, the subscriber, a Notary Public in and for

the State aforesaid and County of Howard personally appeared JAMES W. ANDERSON, who is personally known to me to be the Division President of PULTE HOME CORPORATION, and the person named as attorney-in-fact in the foregoing Supplementary Declaration, and by virtue of the authority vested by said instrument, acknowledge the same to be the act and deed of PULTE HOME CORPORATION and that the same was executed for the purposes therein contained.

WITNESS my hand and notarial seal.

Audrey G. Carter NOTARY PUBLIC Howard County

Audrey G. Carter, Notary Public

My Commission Expires: July 1, 1986

I HEREBY CERTIFY that the within Supplementary Declaration was prepared by the undersigned, a member of good standing of the Bar of the Court of Appeals of Maryland.

Louis S. Pettoy

EXHIBIT "A" LIBER 8816 FOLIO 806

Lots numbered One Hundred Seventy-four (174) through and including One Hundred Eighty-one (181) and Lots numbered Two Hundred Nine (209) through and including Two Hundred Twenty-five (225) in Block lettered "A" in the subdivision known as "LONGMEAD" as per plat recorded in Plat Book 128, Plat No. 14974, among the Land Records of Montgomery County, Maryland, AND

Lots numbered Two Hundred Twenty-six (226) through and including Two Hundred Thirty-six (236) and Parcel lettered "L" in Block lettered "A" in the subdivision known as "LONGMEAD" as per plat recorded in Plat Book 128, Plat No. 14975, among the Land Records of Montgomery County, Maryland, AND ALSO

Lots numbered Two Hundred Four (204) through and including Two Hundred Eight (208) in Block lettered "A" in the subdivision known as "LONGMEAD" as per plat recorded in Plat Book 128, Plat No. 14975, among the Land Records of Montgomery County, Maryland.

Pulte Home Corporation
11120 New Hampshire Avenue
Silver Spring, Maryland 20904

Title Insurer: N/A

Parcel ID Nos.
Lot 233, Block "A" Longmead - Account No. 13-255-2444302
234 313
235 324
236 335

Parcel ID Nos.
Lot 174, Block "A" Longmead - Account No. 13-255-2443785
175 796
176 808
177 810
178 821
179 832
180 843
181 854

Parcel "L", Block "A" Longmead - Account No. 13-255-2444038

Lot 204, Block "A" Longmead - Account No. 13-255-2444186
205 197
206 200
207 211
208 222
209 2443865
210 876
211 887
212 898
213 901
214 912
215 923
216 934
217 945
218 956
219 967
220 978
221 980
222 991
223 2444005
224 016
225 027
226 233
227 244
228 255
229 266
230 277
231 288
232 290

Exhibit "A" continued -

Lots numbered One Hundred Ninety-one (191) through and including One Hundred Ninety-eight (198) and Lots numbered Two Hundred Thirty-seven (237) through and including Two Hundred Sixty (260) and Parcel lettered "M" in Block lettered "A" in the subdivision known as "LONGMEAD" as per plat recorded in Plat Book 128, Plat No. 14976, among the Land Records of Montgomery County, Maryland, AND Lots numbered One Hundred Ninety-nine (199) through and including Two Hundred Three (203) and Lots numbered One Hundred Eighty-two (182) through and including One Hundred Ninety (190) in Block lettered "A" in the subdivision known as "LONGMEAD" as per plat recorded in Plat Book 128, Plat No. 14975, among the Land Records of Montgomery County, Maryland.

Parcel ID Nos.

Parcel "M", Block A, Longmead - Acct. No.	13-255-2444346
Lot 182, Block A, Longmead - Acct No.	13-255-2444040
183	051
184	062
185	073
186	084
187	095
188	107
189	118
190	120
191	357
192	368
193	370
194	381
195	392
196	404
197	415
198	426
199	131
200	142
201	153
202	164
203	175
237	437
238	448
239	450
240	461
241	472
242	483
243	494
244	506
245	517
246	528
247	530
248	541
249	552
250	563
251	574
252	585
253	596
254	608
255	610
256	621
257	632
258	643
259	654
260	665

LIBER 6816 FOLIO 813

11F6:8DLAD1-3
7/30/85:1a

SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS
(Ladymeade Cluster Annexation)

THIS DECLARATION, made this 31st day of July, 1985, by PULTE HOME CORPORATION, a corporation organized and existing under the laws of the State of Michigan, hereinafter called "Declarant"

W I T N E S S E T H:

WHEREAS, the Declarant is the owner of real property described herein and desires to create thereon a residential community with permanent common areas and community facilities for the benefit of said community; and

WHEREAS, PULTE HOME CORPORATION, Declarant, has heretofore imposed certain covenants and conditions upon certain other real property by Declaration recorded December 28, 1983 in Liber 6270 at folio 725 among the Land Records of Montgomery County, Maryland which Declaration has been Supplemented to extend the scheme of Covenants to various other properties; and

WHEREAS, by Supplementary Declaration of Covenants and Restrictions recorded January 11, 1985, in Liber 6628 at folio 635 and by additional Supplementary Declaraton recorded in Liber 6689, at folio 503, among the Land Records of Montgomery County, Maryland, Declarant established the Ladymeade Cluster of the Longmead Crossing Community and imposed certain additional covenants and conditions on certain other real property; and

WHEREAS, Declarant deems it desirable to extend the scheme of covenants and restrictions set forth in the Supplementary Declaration (Ladymeade Cluster) aforesaid unto additional of its properties, in accordance with Article II, Section 2 of the Supplementary Declaration (Ladymeade Cluster) aforesaid;

Verified By: _____

1985 AUG -6 PM 1:30
CLERK'S OFFICE
MONTGOMERY COUNTY, MD.

110

NOW, THEREFORE, Declarant hereby declares as follows:

1. All the terms and conditions of the Supplementary Declaration (Ladymeade Cluster) aforesaid are hereby imposed upon the real property hereinafter described and Declarant hereby declares that said real property is and shall be held, conveyed, hypothecated, or encumbered, sold, leased, rented, used, occupied, and improved subject to the covenants, restrictions, easements, charges and liens set forth in the aforesaid Supplementary Declaration (Ladymeade Cluster) as amended, just as if all said covenants and restrictions were fully set forth herein.

2. The real property subject to this Supplementary Declaration of Covenants and Restrictions is described on Exhibit "A", attached hereto and incorporated herein by this reference.

3. Except as hereinabove modified and amended, the terms and conditions set forth in the aforesaid Declaration of Covenants and Restrictions are hereby ratified and confirmed.

IN WITNESS WHEREOF, the said PULTE HOME CORPORATION, a Delaware corporation, by JAMES N. ANDERSON, Division President, has on this 31st day of July, 1985, caused these presents to be executed by JAMES N. ANDERSON, its Division President, and does hereby constitute and appoint said JAMES N. ANDERSON its true and lawful attorney-in-fact to acknowledge and deliver these presents as the act and deed of said PULTE HOME CORPORATION.

PULTE HOME CORPORATION

By _____
James N. Anderson, President
Maryland Division
Attorney in Fact of Pulte
Home Corporation

LIBER 6816 FOLIO 815

STATE OF MARYLAND)
) ss:
COUNTY OF MONTGOMERY)

I HEREBY CERTIFY that on this 31st day of July, 1985, before me, the subscriber, a Notary Public in and for the State aforesaid and County of Howard personally appeared JAMES N. ANDERSON, who is personally known to me to be the Division President of PULTE HOME CORPORATION, and the person named as attorney-in-fact in the foregoing Supplementary Declaration, and by virtue of the authority vested by said instrument, acknowledge the same to be the act and deed of PULTE HOME CORPORATION and that the same was executed for the purposes therein contained.

WITNESS my hand and notarial seal.

Audrey G. Carter, Notary Public

Audrey G. Carter NOTARY PUBLIC Howard County, Md.

My Commission Expires: July 1, 1986

I HEREBY CERTIFY that the within Supplementary Declaration was prepared by the undersigned, a member of good standing of the Bar of the Court of Appeals of Maryland.

Louis B. Pettey

EXHIBIT "A" LIBER 6818 FOLIO 816

Lots numbered One Hundred Seventy-four (174) through and including One Hundred Eighty-one (181) and Lots numbered Two Hundred Nine (209) through and including Two Hundred Twenty-five (225) in Block lettered "A" in the subdivision known as "LONGMEAD" as per plat recorded in Plat Book 128, Plat No. 14974, among the Land Records of Montgomery County, Maryland, AND

Lots numbered Two Hundred Twenty-six (226) through and including Two Hundred Thirty-six (236) and Parcel lettered "L" in Block lettered "A" in the subdivision known as "LONGMEAD" as per plat recorded in Plat Book 128, Plat No. 14975, among the Land Records of Montgomery County, Maryland, AND ALSO

Lots numbered Two Hundred Four (204) through and including Two Hundred Eight (208) in Block lettered "A" in the subdivision known as "LONGMEAD" as per plat recorded in Plat Book 128, Plat No. 14975, among the Land Records of Montgomery County, Maryland.

Pulte Home Corporation
11120 New Hampshire Avenue
Silver Spring, Maryland 20904

Title Insurer: N/A

Parcel ID Nos.
Lot 233, Block "A" Longmead - Account No. 13-255-2444302
234 313
235 324
236 335

Parcel ID Nos.
Lot 174, Block "A" Longmead - Account No. 13-255-2443785
175 796
176 808
177 810
178 821
179 832
180 843
181 854

Parcel "L", Block "A" Longmead - Account No. 13-255-2444038

Lot 204, Block "A" Longmead - Account No. 13-255-2444186
205 197
206 200
207 211
208 222
209 2443865
210 876
211 887
212 898
213 901
214 912
215 923
216 934
217 945
218 956
219 967
220 978
221 980
222 991
223 2444005
224 016
225 027
226 233
227 244
228 255
229 266
230 277
231 288
232 290

Exhibit "A" continued -

Lots numbered One Hundred Ninety-one (191) through and including One Hundred Ninety-eight (198) and Lots numbered Two Hundred Thirty-seven (237) through and including Two Hundred Sixty (260) and Parcel lettered "M" in Block lettered "A" in the subdivision known as "LONGMEAD" as per plat recorded in Plat Book 128, Plat No. 14976, among the Land Records of Montgomery County, Maryland, AND Lots numbered One Hundred Ninety-nine (199) through and including Two Hundred Three (203) and Lots numbered One Hundred Eighty-two (182) through and including One Hundred Ninety (190) in Block lettered "A" in the subdivision known as "LONGMEAD" as per plat recorded in Plat Book 128, Plat No. 14975, among the Land Records of Montgomery County, Maryland.

Parcel ID Nos.
Parcel "M", Block A, Longmead - Acct. No. 13-255-2444346
Lot 182, Block A, Longmead - Acct No. 13-255-2444040
183 051
184 062
185 073
186 084
187 095
188 107
189 118
190 120
191 357
192 368
193 370
194 381
195 392
196 404
197 415
198 426
199 131
200 142
201 153
202 164
203 175
237 437
238 448
239 450
240 461
241 472
242 483
243 494
244 506
245 517
246 528
247 530
248 541
249 552
250 563
251 574
252 585
253 596
254 608
255 610
256 621
257 632
258 643
259 654
260 665

PM3:SDLONG1-17
8/30/85:le

SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS

THIS SUPPLEMENTARY DECLARATION is made this 30th day of September, 1985, by LONGMEAD CROSSING LIMITED PARTNERSHIP, and PULTE HOME CORPORATION, A Michigan Corporation, hereinafter collectively called "Developer".

WHEREAS, Developer is the Owner of the real property described in this Supplementary Declaration; and

WHEREAS, Developer intends that the property described herein shall become subject to the DECLARATION OF COVENANTS AND RESTRICTIONS OF LONGMEAD CROSSING and also become subject to the provisions hereinafter set forth;

NOW THEREFORE, Developer hereby declares that all of the Properties described herein, together with such additions as may hereafter be made thereto as provided in Article II, shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens set forth in the DECLARATION OF COVENANTS AND RESTRICTIONS OF LONGMEAD CROSSING, dated the 27th day of December, 1983, and recorded in LIBER 6270 at Folio 725, among the Land Records of Montgomery County, Maryland, subject to the covenants, restrictions, easements, charges and liens set forth hereinafter. The Normandy Towne Cluster shall be part of the Homecrest Neighborhood Service District.

85 OCT 25 PM 2:04

MISC. 307.00
REFUND 100.00
SUBTOTAL 307.00
CHECK 307.00
#01277 0001 002 T14:
OCT 25

ARTICLE I

CLUSTER DESIGNATION

The following described property is hereby designated as a Cluster of the Longmead Crossing Community Services

Association, Inc., hereinafter referred to as the "Association", and shall be known as Normandy Towne Cluster: (See Exhibit A)

ARTICLE II

PROPERTY SUBJECT TO THIS SUPPLEMENTARY DECLARATION

Section 1. Existing Property. The aforedescribed real property is, and shall be held, transferred, sold, conveyed and occupied subject to this Supplementary Declaration.

Section 2. Additions to Existing Property. All or any part of the Properties described in the Development Plan, or land which is contiguous thereto, may be added to this Cluster by the Developer, without the consent of the Owners, within five (5) years of the date of this instrument, by the filing of record of a Supplementary Declaration with respect to such land which designates it as part of the Cluster and by filing with the Association the plat and plans for such addition. For this purpose, contiguous shall mean adjacent to, or both sides of an area dedicated to public use.

ARTICLE III

CLUSTER ASSESSMENTS

Section 1. Purpose. Cluster Assessments shall be used exclusively for the purpose of providing services which are necessary or desirable for the health, safety, and welfare of the Members within the Cluster. Such services may include: maintenance and operation of any Cluster Common Area as described and designated in the Governing Documents, including maintenance of streets or roads constructed on the Cluster Common Area, providing services to the Living Units,

such as trash removal and setting aside reserves for working capital, future repair and replacement of capital improvements to be constructed or maintained through the Cluster Assessment, including those streets constructed on the Cluster Common Area. A contribution to working capital to be used for initial set-up, organizational and such other purposes as the Board of Trustees may determine may be assessed by the Association and levied at the settlement of the conveyance of Lots to any entity, other than a Builder, not to exceed $75.00 per Living Unit. Except as may be specifically provided for in the Declaration, or the Supplementary Declaration, it is not contemplated that the Association shall have any responsibility for the maintenance or repair of the dwellings or their appurtenances and the responsibility and duties of the Association for maintenance and repairs shall be limited to the Common Areas and community facilities, except as provided herein. The Owner of any Living Unit shall, at his own expense, maintain his Lot and dwelling, and any and all appurtenances thereto, in good order, condition and repair and in a clean, sightly and sanitary condition at all times.

Section 2. Basis of Assessment. The basis for the Cluster Assessment shall be the same as for the Annual General Assessment, as set forth in the Declaration.

Section 3. Maximum Cluster Assessment. Until the first day of the fiscal year following commencement of assessments in the Cluster, the maximum annual Cluster Assessment shall be $ 480.00, per Living Unit.

Section 4. Change in Maximum. From and after the first

day of the fiscal year immediately following the commencement of Cluster Assessments in the Cluster:

(a) The Board of Trustees may increase the maximum each year by the greater of: (1) a factor of not more than ten percent (10%) of the maximum for the current fiscal year plus the amount by which any ad valorem real estate taxes and casualty and other insurance premiums payable by the Association with respect to the Cluster have increased over amounts payable for the same or similar items for the previous year; or (2) the percentage increase, if any, over the twelve (12) month period ending five (5) months prior to the start of the fiscal year, in the Consumer Price Index, or equivalent, as published by the U.S. Labor Department for the Metropolitan Washington Area; such increase shall become effective the first day of the next year.

(b) The maximum may be increased above the amount which can be set by the Board with the affirmative vote of at least two-thirds (2/3) of the votes of the membership of the Cluster in a meeting in which a Quorum of Owners who own lots in the Cluster is present.

Section 5. Method of Assessment. The assessments shall be levied by the Association against Assessable Units in the Cluster, and collected and disbursed by the Association. As provided in the Declaration, by a vote of at least two-thirds (2/3) of the Trustees, the Board shall fix the annual Cluster Assessment and the date(s) such assessments become due, with the advise of the Owners of Assessable Units in the Cluster. Written notice of the annual assessment shall be sent to every Owner of an Assessable Unit subject thereto.

ARTICLE IV

PARKING

The Association shall promulgate such rules and regulations as needed to regulate the use of any parking areas that may be constructed or authorized on Cluster Common Area for the benefit of all Owners, which rules and regulations may include assignment of parking spaces.

ARTICLE V

PROTECTIVE COVENANTS

Section 1. Completion of Structures. The exterior of any new structure and the grounds related thereto must be substantially completed in accordance with the plans and specifications approved by the Architectural Review Board within eighteen (18) months after construction of the same shall have commenced, except that said Board may grant extensions where such completion is impossible or is the result of matters beyond the control of the Owner or Builder, such as strikes, casualty losses, national emergencies or acts of God.

Section 2. Residential Use. All Lots and Living Units designated for residential use shall be used, improved and devoted exclusively to residential use, except home professions may be pursued if permitted by Montgomery County, Maryland. Nothing herein shall be deemed to prevent an Owner from leasing a Living Unit to a Single Family, provided such lease shall be in writing and subject to all of the provisions of the Governing Documents with any failure by a lessee to comply with the terms of the Governing Documents constituting a default under the lease.

Section 3. Vehicles. No portion of the property subjected hereto shall be used for the repair of motor vehicles. Use and storage of all vehicles and recreational equipment upon the common Area and Lots or upon any street, public or private, adjacent thereto shall be subject to rules promulgated by the Board of Trustees as provided herein;

(a) All motor vehicles including, but not limited to, trail bikes, motorcycles, dune buggies and snowmobiles shall be driven only upon paved streets and parking lots. No motor vehicles shall be driven on pathways or Common Areas, except such vehicles as are authorized by the Association as needed to maintain, repair or improve the Common Area. This prohibition shall not apply to normal vehicular use of designated streets and lanes constructed on the Common Area.

(b) No motorcycle, trail bike, dune buggy, snowmobile, moped, commercial vehicle, junk vehicle, van, private truck, trailer, camper, boat or recreational vehicle, whether or not licensed as a Class A motor vehicle, and no unlicensed motor vehicle of any type shall be parked on any part of the property except on a temporary or non-recurring basis, or in garages or screened enclosures, or in areas designated by the Association for such parking. Provided, however, that the Book of Resolutions may provide specific exception to the above restrictions for certain types or classes of vehicles.

Section 4. Pets. Subject to limitations as may from time to time be set by the Association, no more than two (2) generally recognized house or yard pets in reasonable numbers, may be kept and maintained on a Lot or in a Living

Unit, provided such pets are not kept or maintained for commercial purposes. All pets must be kept under the control of their owner when they are outside of the Lot and must not become a nuisance to other residents.

Section 5. Clothes Drying Equipment. No external clothes lines or other clothes drying apparatus shall be permitted on any Lot, except as approved in writing by the Architectural Review Board.

Section 6. Antennae. Exterior television or other antennae are prohibited, except as approved in writing by the Architectural Review Board.

Section 7. Trash Receptacles. Storage, collection and disposal of trash shall be in compliance with rules set by the Architectural Review Board.

Section 8. Trash Burning. Trash, leaves and other similar material shall not be burned without the prior written consent of the Association.

Section 9. Signs. No signs of any type shall be displayed to public view on any Lot or the Common Area without the prior written consent of the Architectural Review Board, except customary name and address signs meeting established Architectural Review Board standards.

Section 10. Mailboxes and Newspaper Tubes. Only mailboxes and newspaper tubes meeting the design standards of the Association shall be permitted.

Section 11. Fences and Walls. No fence, wall, tree, hedge or shrub planting shall be erected or maintained in such a manner as to obstruct site lines for vehicular traffic. All fences or enclosures must be approved by the Architectural Review Board as to location, material and

design. Any fence or wall built on any of the Lots shall be maintained in a proper manner so as not to detract from the value and desirability of surrounding property.

Section 12. Nuisances. No noxious or offensive activity shall be carried on upon any portion of the property subject hereto, nor shall anything be done thereon that may be or become a nuisance or annoyance to the Cluster.

Section 13. Lighting. No exterior lighting shall be directed outside the boundaries of a Lot.

Section 14. Vegetation. No live trees with a diameter in excess of four inches (4"), measured twelve inches (12") above ground, nor trees in excess of two inches (2") in diameter, similarly measured, which are generally known as Flowering trees (such as dogwood or redbud) or as broad leaf evergreens (such as holly, laurel or rhododendron), may be cut without prior approval of the Architectural Review Board. The Association shall set rules for cutting of trees to allow for selective clearing or cutting.

Section 15. Rules. From time to time the Board of Trustees shall adopt rules, including but not limited to, rules to implement the provisions of this Article and such rules as are required herein. Such rules may be adopted or amended by a majority vote of the Board of Trustees, following a public hearing for which due notice has been provided to Members. All such rules and any subsequent amendments thereto shall be placed in the Book of Resolutions and shall be binding on all Members, except where expressly provided otherwise in such rules.

Section 16. Exceptions. The Board of Trustees may issue temporary permits to except any prohibitions expressed or

implied by this Article, provided the Board can show good cause and acts in accordance with adopted guidelines and procedures.

So long as LONGMEAD CROSSING LIMITED PARTNERSHIP or a Builder are engaged in developing or improving any portion of the Properties, such persons or entities shall be exempt from the provisions of this Article affecting movement and storage of building materials, equipment, and motor vehicles, erection and maintenance of directional and promotional signs and conduct of sales activities, including maintenance of model Living Units having approval of the Architectural Review Board. Such exemption shall be subject to such rules as may be established by the Developer to maintain reasonable standards of safety, cleanliness and general appearance of the Properties.

ARTICLE VI

Pparty WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as part of the original construction of the Living Units upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Rights of Owners. The Owners of contiguous Lots who have a party wall or party fence shall both equally have the right to use such wall or fence, provided that such use by one Owner does not interfere with the use and enjoyment of same by the other Owner.

Section 3. Damage or Destruction. In the event that any party wall or party fence is damaged or destroyed (including deterioration from ordinary wear and tear and lapse of time):

(a) through the act of an Owner or any of his agents or guests or members of his family (whether or not such act is negligent or otherwise culpable), it shall be the obligation of such Owner to rebuild and repair the party wall or fence without cost to the other adjoining Lot Owners or Owner.

(b) other than by the act of an Owner, his agents, guests or family, it shall be the obligation of all Owners whose Lots adjoin such wall or fence to rebuild and repair such wall or fence at their joining and equal expense.

Notwithstanding any provision herein, there shall be no impairment of the structural integrity of any party wall without the prior consent of all Owners of any interest therein, whether by way of easement or in fee.

Section 4. Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 5. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

Section 6. Encroachment. If any portion of a party wall shall encroach upon any adjoining Lot or upon the Common Areas or community facilities by reason of the repair,

reconstruction, settlement or shifting of any building, or otherwise, a valid easement for the encroachment and for the maintenance of the same as long as the building stands, shall exist, to a maximum of one (1) foot over the adjacent lot.

ARTICLE VII

INSURANCE

Section 1. Obligation of Owners. In order to protect adjoining Owners and to insure that there are sufficient funds available to an Owner to restore his Living Unit in case of damage or destruction, each Owner of a Lot upon which a single attached Living Unit is constructed shall maintain a fire and extended coverage insurance policy in any amount equal to the full replacement value (exclusive of land, excavation and other items normally excluded from coverage of all improvements constructed on such Lot. Any policy obtained shall provide that it may not be cancelled except upon ten (10) days' written notice to the Association.

Such Owner shall pay for such fire and extended coverage insurance when required by the policy therefor, and if the Owner fails to obtain such fire and extended coverage insurance, or fails to pay such insurance premiums as required, the Association may (but shall not be obligated to) obtain such insurance and/or make such payments for such Owner, and the cost of such payments shall thereupon become a Special Assessment on the Owner's Assessable Unit.

From time to time the Association may require Owners to provide evidence of compliance with this Article.

ARTICLE VIII

CLUSTER COMMON AREA

The following property is hereby designated as Cluster Common Area, as defined in Article I, Section 5 of the Declaration, for the benefit of Normandy Towne Cluster:

(See Exhibit B)

ARTICLE IX

GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of the Supplementary Declaration shall run with and bind the land for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive period of twenty-five (25) years, unless at the expiration of any such period the covenants and restrictions are expressly terminated by an instrument signed by the Owners of at least seventy-five percent (75%) of the Lots in Normandy Towne Cluster. A termination must be recorded among the Land Records of Montgomery County, Maryland to become effective.

Section 2. Amendment. This Supplementary Declaration may be amended at any time by an instrument signed by the Class C Member, if any, and by the Owners of at least seventy-five percent (75%) of the Lots in Normandy Towne Cluster, provided however, that the Developer shall not amend or remove this Declaration without the consent of Longmead Crossing Community Services Association, Inc. and an Owner, other than Developer, of at least one (1) Lot in Normandy Towne Cluster. Any amendment must be recorded among the Land Records of Montgomery County, Maryland to become effective.

As long as the Class C membership exists, amendment of this Supplementary Declaration requires the approval of the Federal Mortgage Agencies, should they have an interest in the Properties in Normandy Towne Cluster. Nothing herein shall modify the provision of the Declaration with respect hereto.

Section 3. Construction and Enforcement. The provisions hereof shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of the Normandy Towne Cluster and the community of Longmead Crossing. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain, enjoin violation or to recover damages, or both, against any Lot to enforce the lien created hereby; and the failure or forebearance by the association or the Owner of any Lot to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter, nor shall any such failure be the basis for claim for damages or otherwise against the Developer, its successors and assigns. Furthermore, in the event of claim or demand against the Developer for such failure, the Association shall indemnify and hold the Developer harmless from any expenses, including reasonable attorneys' fees for its defense.

The provisions hereof may be enforced, without limitation, by the Association, by any Owner within Normandy Towne Cluster, or any mortgagee of any Lot which becomes subject

to the provisions hereof, and by any other person, firm, corporation or other legal entity who has any right to the use of any of the Common Area and community facilities owned by the Association, including, against without limitation, any person, firm, corporation or other legal entity who has any right to the use of any of the streets or roadways owned by the Association.

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 cannot be adequately remedied by action of law or exclusively by recovery of damages.

Section 4. 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 5. Consent of The Maryland-National Capital Park and Planning Commission. 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 The Maryland-National Capital Park and Planning Commission:

(a) abandon, partition, subdivide, encumber, sell or transfer any of the common areas and 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

(b) abandon or terminate this Declaration; or

(c) modify or amend any material or substantive provision of this Declaration or the By-Laws of the Association.

(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 as provided in the 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 6. Terms and Definitions. The terms used herein shall have the same meaning and definition as set forth in the DECLARATION AND COVENANTS AND RESTRICTIONS OF LONGMEAD CROSSING. The captions contained herein are for convenience only and are not a part of this Supplementary Declaration and are not intended in any way to limit or enlarge the terms and provisions of this Supplementary Declaration. Whenever the context so requires, the male shall include all genders and the singular shall include the plural.

Section 7. Contravention. Nothing contained herein shall be construed as altering, amending or vacating the provisions of the Code of Montgomery County, Maryland, which shall have full force and effect on all property subject to this Supplementary Declaration.

IN WITNESS WHEREOF, LONGMEAD CROSSING LIMITED PARTNERSHIP has caused this Supplementary Declaration of

Covenants and Restrictions to be signed in its corporate name by POTOMAC INVESTMENT ASSOCIATES LIMITED PARTNERSHIP, its General Partner and does hereby acknowledge and deliver these presents as its act and deed.

IN WITNESS WHEREOF, the said Pulte Home Corporation, a corporation organized and existing under the laws of the State of Michigan has, on the day and year first above written caused these presents to be executed in its corporate name by James N. Anderson, its Division President, and does hereby appoint the said James N. Anderson as its true and lawful attorney-in-fact to acknowledge and deliver these presents as its act and deed.

PULTE HOME CORPORATION

By: _____
James N. Anderson
Division President

LONGMEAD CROSSING LIMITED PARTNERSHIP

By: POTOMAC INVESTMENT ASSOCIATES LIMITED PARTNERSHIP

ATTEST:

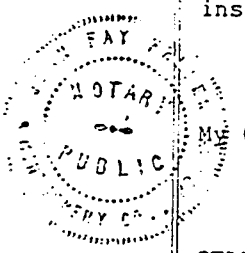
_____

By: _____
A. M. Natelli
General Partner

STATE OF MARYLAND :
: SS:
COUNTY OF MONTGOMERY :

On this 2nd day of _____, 1985, before me, a Notary Public, appeared _____, who acknowledged himself to be a General Partner of Potomac

Investment Associates Limited Partnership, which partnership is a general partner of Longmead Crossing Limited Partnership and acknowledged that he executed the within instrument for the purposes therein contained.



Notary Public

My Commission Expires:
July 1, 1986

STATE OF MARYLAND)
COUNTY OF ~~MONTGOMERY~~ Prince Georges) ss:
)

I HEREBY CERTIFY that on this 2 day of October, 1985, before me, the subscriber, a Notary Public in and for the jurisdiction aforesaid, personally appeared JAMES N. ANDERSON, who is personally well known to me to be the person named as attorney-in-fact in the foregoing Declaration, and by virtue of the authority vested in him by said instrument, acknowledged the same to be the act and deed of Pulte Home Corporation, and that he executed the same for the purposes contained therein.

WITNESS my hand and notarial seal the day and year first above written.



Notary Public

My commission expires:
July 1, 1986

THIS IS TO CERTIFY that the within instrument was prepared by or under the supervision of the undersigned, an attorney duly admitted to practice before the Court of Appeals of Maryland.

Louis S. Pettey

Lots numbered One (1) through and including Twenty-eight (28) and Parcel lettered "A" in Block lettered "E" in the subdivision known as "LONGMEAD" as per plat recorded in Plat Book 133, Plat No. 15456, among the Land Records of Montgomery County, Maryland, AND

Lots numbered Twenty-nine (29) through and including Forty-four (44) and Lots numbered Seventy (70) through and including One Hundred (100) and Parcel lettered "B" in Block lettered "E" in the subdivision known as "LONGMEAD" as per plat recorded in Plat Book 133, Plat No. 15457, among the Land Records of Montgomery County, Maryland, AND

Lots numbered One Hundred One (101) through and including One Hundred Twenty-five (125) and Parcel lettered "C" in Block lettered "E" in the subdivision known as "LONGMEAD" as per plat recorded in Plat Book 133, Plat No. 15458, among the Land Records of Montgomery County, Maryland, AND ALSO

Lots numbered Forty-five (45) through and including Sixty-nine (69) and Parcel lettered "D" in Block lettered "E" in the subdivision known as "LONGMEAD" as per plat recorded in Plat Book 133, Plat No. 15459, among the Land Records of Montgomery County, Maryland.

Title Insurer: N/A
Pulte Home Corporation, 11120 New Hampshire Avenue, Silver Spring, MD 20904

Parcel ID Nos.

1(E)Longmead -#13-255-2527577	
2	588
3	590
4	602
5	613
6	624
7	635
8	646
9	657
10	670
11	681
12	692
13	704
14	715
15	726
16	737
17	748
18	750
19	761
20	772
21	783
22	794
23	806
24	817
25	828
26	830
27	841
28	852
29	874
30	885
31	896
32	908
33	910
34	921
35	932
36	943
37	954
38	965
39	976
40	987
41	998
42	2528003
43	014
44	025
45	617
46	628
47	630
48	641
49	652
50	668
Lot 51(E)Longmead-#13-255-2528674	685
52	696
53	708
54	710
55	721
56	732
57	743
58	754
59	765
60	776
61	783
62	790
63	801
64	812
65	823
66	834
67	845
68	856
69	036
70	047
71	058
72	060
73	071
74	082
75	093
76	105
77	116
78	127
79	138
80	140
81	151
82	162
83	173
84	184
85	195
86	207
87	218
88	229
89	231
90	242
91	253
92	264
93	275
94	286
95	297
96	300
97	311
98	322
99	333
100	

Parcel lettered "A" in Block lettered "E" in the subdivision known as "LONGMEAD" as per plat recorded in Plat Book 133, Plat No. 15456, among the Land Records of Montgomery County, Maryland, AND

Parcel lettered "B" in Block lettered "E" in the subdivision known as "LONGMEAD" as per plat recorded in Plat Book 133, Plat No. 15457, among the Land Records of Montgomery County, Maryland, AND

Parcel lettered "C" in Block lettered "E" in the subdivision known as "LONGMEAD" as per plat recorded in Plat Book 133, Plat No. 15458, among the Land Records of Montgomery County, Maryland, AND ALSO

Parcel lettered "D" in Block lettered "E" in the subdivision known as "LONGMEAD" as per plat recorded in Plat Book 133, Plat No. 15459, among the Land Records of Montgomery County, Maryland.

Parcel ID Nos.

Lot	101 (E) Longmead - Account No.	13-255-2528355
	102	366
	103	377
	104	388
	105	390
	106	402
	107	413
	108	424
	109	435
	110	446
	111	457
	112	468
	113	470
	114	481
	115	492
	116	504
	117	515
	118	526
	119	537
	120	548
	121	550
	122	561
	123	572
	124	583
	125	594

Parcel	A (E) Longmead - Account No.	13-255-2527863
	B	2528344
	C	606
	D	867

7118/619

LSP2:PULTE1-4
04/29/86:kej

AMENDMENT TO DECLARATION OF
COVENANTS AND RESTRICTIONS OF
LONGMEAD CROSSING

THIS AMENDMENT to the Declaration of Covenants and Restriction of Longmead Crossing is made this 8th day of May, 1986, A.D. by LONGMEAD CROSSING LIMITED PARTNERSHIP, a Maryland Limited Partnership, and PULTE HOME CORPORATION, A Michigan Corporation, hereinafter collectively referred to as "Developer".

WITNESSETH:

WHEREAS, the Developer was the Declarant of a certain Declaration of Covenants and Restrictions for the residential planned community known as "Longmead Crossing" (hereinafter the "Declaration") recorded among the Land Records of Montgomery County, Maryland on December 28, 1983 in Liber 6270 at Folio 725; and

WHEREAS, said Declaration, Article II, Section 3(b) provided, inter alia that Developer reserved the right to "add land to... the Development Plan for lands which have yet not been made subject to this Declaration in response to technological, economic, environmental or social conditions related to the development or marketing of the Properties..."; and

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#42778 COOP REC 7118?22
MAY 16 86

WHEREAS, Developer has determined, based upon technological, economic, environmental and social conditions

Verified by kld

E3 MAY 16 AM 10 22
CLERK'S OFFICE
MONTGOMERY COUNTY, MD.

related to the development and marketing of the Properties, that two certain parcels of land, described in Exhibit A and Exhibit B to this Amendment, should be added to the scheme of development of Longmead Crossing.

NOW THEREFORE, the Developer hereby amends the Declarations as follows:

The definition of "Development Plan" as defined in Article 1, Section II of the Declaration is hereby amended by adding to said definition the properties described in Exhibit A and Exhibit B attached hereto and incorporated herein by the reference.

Developer hereby certifies that it has given Notice of this Amendment to the Association, secured approval of this Amendment from the Maryland National Capital Park and Planning Commission and the Federal Mortgage Agencies all as required by Article II, Section 3(b) of the Declaration.

IN WITNESS WHEREOF, the Developer, Longmead Crossing Limited Partnership, a limited partnership organized and existing under the laws of Maryland, has caused these presents to be duly executed by a General partner, this 2nd day of May, 1986.

LONGMEAD CROSSING LIMITED PARTNERSHIP

BY: POTOMAC INVESTMENT ASSOCIATES LIMITED PARTNERSHIP, GENERAL PARTNER

BY: A. M. Matelli
General Partner
A. M. Matelli

LIBER 1119 FOLIO 621

IN WITNESS WHEREOF, the said Pulte Home Corporation, a corporation organized and existing under the laws of the State of Michigan has, on the day and year first above written caused these presents to be executed in its corporate name by John G. Brinjak, its Division Vice President, and does hereby appoint the said John G. Brinjak as its true and lawful attorney-in-fact to acknowledge and deliver these presents as its act and deed.

PULTE HOME CORPORATION

By: _____
John G. Brinjak
Division Vice President

STATE OF MARYLAND)
) SS:
COUNT OF MONTGOMERY)

On this 2nd day of July, 1986, before me, a Notary Public, appeared A. M. Natelli, who acknowledge himself to be a General Partner of Potomac Investment Associates Limited Partnership, which partnership is a general partnership of Longmead Crossing Limited Partnership and acknowledged that he executed the within instrument for the purposes therein contained.

_____
Notary Public JOHN FAY FELLENZ

My Commission Expires:

July 1, 1986

LIBER 7119 FOLIO 622

STATE OF MARYLAND)
) SS:
COUNTY OF MONTGOMERY)

I HEREBY CERTIFY that on this 5 day of May, 1986, before me, the subscriber, a Notary Public in and for the County of Prince George's, State of Maryland, personally appeared JOHN G. BRINJAK, who is personally well known to me to be person named as attorney-in-fact in the foregoing Declaration, and by virtue of the authority vested in him by said instrument, acknowledged the same to be the act and deed of Pulte Home Corporation, and that he executed the same for the purposes contained herein.

WITNESS my hand and notarial seal the day and year first above written.

Cathy M Clemens
Notary Public

My Commission Expires:

7-1-86

THIS IS TO CERTIFY that the within instrument was prepared by or under the supervision of the undersigned, an attorney duly admitted to practice before the Court of Appeals of Maryland.

Leslie S. Pettey

Parcel ID No. 13-176-1734620

Pulte Home Corporation, 11120 New Hampshire Ave., Silver Spring, MD 20904

Longwood Crossing Limited P'ship., 10220 River Road, Potomac, MD 20854

Title Insurer: n/a

LIBER 7119 FOLIO 523

EXHIBIT A

All of that parcel of land described in a Preliminary Plan of subdivision known as "PARKGATE" prepared by Dewberry & Davis, Engineers Architects Planners Surveyors dated November, 1984 containing 33.33 acres of land more or less and located in Montgomery County, Maryland.

EXHIBIT B

All of that parcel of land described in a Preliminary Plan of subdivision known as "LONGMEAD-PHASE IV & FOSTER/LUDINGTON" prepared by Dewberry & Davis, Engineers Architects Planners Surveyors dated November, 1984 containing 18.93 acres of land more or less and located in Montgomery County, Maryland. Said Preliminary Plan was revised February 22, 1985. SAVING AND EXCEPTING THEREFROM that portion of the property which has already been included in the Original Development Plan for "LONGMEAD."

(20)

LIBER 7366 FOLIO 592

PM3:SDLONG1-17
8/30/85:le

SUPPLEMENTARY DECLARATION OF
COVENANTS AND RESTRICTIONS

THIS SUPPLEMENTARY DECLARATION is made this 15th day of October, 1986, by LONGMEAD CROSSING LIMITED PARTNERSHIP, and PULTE HOME CORPORATION, A Michigan Corporation, hereinafter collectively called "Developer".

WHEREAS, Developer is the Owner of the real property described in this Supplementary Declaration; and

WHEREAS, Developer intends that the property described herein shall become subject to the DECLARATION OF COVENANTS AND RESTRICTIONS OF LONGMEAD CROSSING and also become subject to the provisions hereinafter set forth;

NOW THEREFORE, Developer hereby declares that all of the Properties described herein, together with such additions as may hereafter be made thereto as provided in Article II, shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens set forth in the DECLARATION OF COVENANTS AND RESTRICTIONS OF LONGMEAD CROSSING, dated the 27th day of December, 1983, and recorded in LIBER 6270 at Folio 725, among the Land Records of Montgomery County, Maryland, subject to the covenants, restrictions, easements, charges and liens set forth hereinafter. The Wimbledon/Village Cluster shall be part of the Homecrest Neighborhood Service District.

1986 OCT 28 AM 11:49

ARTICLE I

CLUSTER DESIGNATION

The following described property is hereby designated as a Cluster of the Longmead Crossing Community Services

Association, Inc., hereinafter referred to as the Village "Association", and shall be known as Wimbledon/___ Cluster:

(See Exhibit A)

ARTICLE II

PROPERTY SUBJECT TO THIS SUPPLEMENTARY DECLARATION

Section I. Existing Property. The aforedescribed real property is, and shall be held, transferred, sold, conveyed and occupied subject to this Supplementary Declaration.

Section 2. Additions to Existing Property. All or any part of the Properties described in the Development Plan, or land which is contiguous thereto, may be added to this Cluster by the Developer, without the consent of the Owners, within five (5) years of the date of this instrument, by the filing of record of a Supplementary Declaration with respect to such land which designates it as part of the Cluster and by filing with the Association the plat and plans for such addition. For this purpose, contiguous shall mean adjacent to, or both sides of an area dedicated to public use.

ARTICLE III

CLUSTER ASSESSMENTS

Section 1. Purpose. Cluster Assessments shall be used exclusively for the purpose of providing services which are necessary or desirable for the health, safety, and welfare of the Members within the Cluster. Such services may include: maintenance and operation of any Cluster Common Area as described and designated in the Governing Documents, including maintenance of streets or roads constructed on the Cluster Common Area, providing services to the Living Units,

such as trash removal and setting aside reserves for working capital, future repair and replacement of capital improvements to be constructed or maintained through the Cluster Assessment, including those streets constructed on the Cluster Common Area. A contribution to working capital to be used for initial set-up, organizational and such other purposes as the Board of Trustees may determine may be assessed by the Association and levied at the settlement of the conveyance of Lots to any entity, other than a Builder, not to exceed $75.00 per Living Unit. Except as may be specifically provided for in the Declaration, or the Supplementary Declaration, it is not contemplated that the Association shall have any responsibility for the maintenance or repair of the dwellings or their appurtenances and the responsibility and duties of the Association for maintenance and repairs shall be limited to the Common Areas and community facilities, except as provided herein. The Owner of any Living Unit shall, at his own expense, maintain his Lot and dwelling, and any and all appurtenances thereto, in good order, condition and repair and in a clean, sightly and sanitary condition at all times.

Section 2. Basis of Assessment. The basis for the Cluster Assessment shall be the same as for the Annual General Assessment, as set forth in the Declaration.

Section 3. Maximum Cluster Assessment. Until the first day of the fiscal year following commencement of assessments in the Cluster, the maximum annual Cluster Assessment shall be $400.00, per Living Unit.

Section 4. Change in Maximum. From and after the first

day of the fiscal year immediately following the commencement of Cluster Assessments in the Cluster:

(a) The Board of Trustees may increase the maximum each year by the greater of: (1) a factor of not more than ten percent (10%) of the maximum for the current fiscal year plus the amount by which any ad valorem real estate taxes and casualty and other insurance premiums payable by the Association with respect to the Cluster have increased over amounts payable for the same or similar items for the previous year; or (2) the percentage increase, if any, over the twelve (12) month period ending five (5) months prior to the start of the fiscal year, in the Consumer Price Index, or equivalent, as published by the U.S. Labor Department for the Metropolitan Washington Area; such increase shall become effective the first day of the next year.

(b) The maximum may be increased above the amount which can be set by the Board with the affirmative vote of at least two-thirds (2/3) of the votes of the membership of the Cluster in a meeting in which a Quorum of Owners who own lots in the Cluster is present.

Section 5. Method of Assessment. The assessments shall be levied by the Association against Assessable Units in the Cluster, and collected and disbursed by the Association. As provided in the Declaration, by a vote of at least two-thirds (2/3) of the Trustees, the Board shall fix the annual Cluster Assessment and the date(s) such assessments become due, with the advise of the Owners of Assessable Units in the Cluster. Written notice of the annual assessment shall be sent to every Owner of an Assessable Unit subject thereto.

ARTICLE IV

PARKING

The Association shall promulgate such rules and regulations as needed to regulate the use of any parking areas that may be constructed or authorized on Cluster Common Area for the benefit of all Owners, which rules and regulations may include assignment of parking spaces.

ARTICLE V

PROTECTIVE COVENANTS

Section 1. Completion of Structures. The exterior of any new structure and the grounds related thereto must be substantially completed in accordance with the plans and specifications approved by the Architectural Review Board within eighteen (18) months after construction of the same shall have commenced, except that said Board may grant extensions where such completion is impossible or is the result of matters beyond the control of the Owner or Builder, such as strikes, casualty losses, national emergencies or acts of God.

Section 2. Residential Use. All Lots and Living Units designated for residential use shall be used, improved and devoted exclusively to residential use, except home professions may be pursued if permitted by Montgomery County, Maryland. Nothing herein shall be deemed to prevent an Owner from leasing a Living Unit to a Single Family, provided such lease shall be in writing and subject to all of the provisions of the Governing Documents with any failure by a lessee to comply with the terms of the Governing Documents constituting a default under the lease.

Section 3. Vehicles. No portion of the property subjected hereto shall be used for the repair of motor vehicles. Use and storage of all vehicles and recreational equipment upon the common Area and Lots or upon any street, public or private, adjacent thereto shall be subject to rules promulgated by the Board of Trustees as provided herein;

(a) All motor vehicles including, but not limited to, trail bikes, motorcycles, dune buggies and snowmobiles shall be driven only upon paved streets and parking lots. No motor vehicles shall be driven on pathways or Common Areas, except such vehicles as are authorized by the Association as needed to maintain, repair or improve the Common Area. This prohibition shall not apply to normal vehicular use of designated streets and lanes constructed on the Common Area.

(b) No motorcycle, trail bike, dune buggy, snowmobile, moped, commercial vehicle, junk vehicle, van, private truck, trailer, camper, boat or recreational vehicle, whether or not licensed as a Class A motor vehicle, and no unlicensed motor vehicle of any type shall be parked on any part of the property except on a temporary or non-recurring basis, or in garages or screened enclosures, or in areas designated by the Association for such parking. Provided, however, that the Book of Resolutions may provide specific exception to the above restrictions for certain types or classes of vehicles.

Section 4. Pets. Subject to limitations as may from time to time be set by the Association, no more than two (2) generally recognized house or yard pets in reasonable numbers, may be kept and maintained on a Lot or in a Living

Unit, provided such pets are not kept or maintained for commercial purposes. All pets must be kept under the control of their owner when they are outside of the Lot and must not become a nuisance to other residents.

Section 5. Clothes Drying Equipment. No external clothes lines or other clothes drying apparatus shall be permitted on any Lot, except as approved in writing by the Architectural Review Board.

Section 6. Antennae. Exterior television or other antennae are prohibited, except as approved in writing by the Architectural Review Board.

Section 7. Trash Receptacles. Storage, collection and disposal of trash shall be in compliance with rules set by the Architectural Review Board.

Section 8. Trash Burning. Trash, leaves and other similar material shall not be burned without the prior written consent of the Association.

Section 9. Signs. No signs of any type shall be displayed to public view on any Lot or the Common Area without the prior written consent of the Architectural Review Board, except customary name and address signs meeting established Architectural Review Board standards.

Section 10. Mailboxes and Newspaper Tubes. Only mailboxes and newspaper tubes meeting the design standards of the Association shall be permitted.

Section 11. Fences and Walls. No fence, wall, tree, hedge or shrub planting shall be erected or maintained in such a manner as to obstruct site lines for vehicular traffic. All fences or enclosures must be approved by the Architectural Review Board as to location, material and

design. Any fence or wall built on any of the Lots shall be maintained in a proper manner so as not to detract from the value and desirability of surrounding property.

Section 12. Nuisances. No noxious or offensive activity shall be carried on upon any portion of the property subject hereto, nor shall anything be done thereon that may be or become a nuisance or annoyance to the Cluster.

Section 13. Lighting. No exterior lighting shall be directed outside the boundaries of a Lot.

Section 14. Vegetation. No live trees with a diameter in excess of four inches (4"), measured twelve inches (12") above ground, nor trees in excess of two inches (2") in diameter, similarly measured, which are generally known as Flowering trees (such as dogwood or redbud) or as broad leaf evergreens (such as holly, laurel or rhododendron), may be cut without prior approval of the Architectural Review Board. The Association shall set rules for cutting of trees to allow for selective clearing or cutting.

Section 15. Rules. From time to time the Board of Trustees shall adopt rules, including but not limited to, rules to implement the provisions of this Article and such rules as are required herein. Such rules may be adopted or amended by a majority vote of the Board of Trustees, following a public hearing for which due notice has been provided to Members. All such rules and any subsequent amendments thereto shall be placed in the Book of Resolutions and shall be binding on all Members, except where expressly provided otherwise in such rules.

Section 16. Exceptions. The Board of Trustees may issue temporary permits to except any prohibitions expressed or

implied by this Article, provided the Board can show good cause and acts in accordance with adopted guidelines and procedures.

So long as LONGMEAD CROSSING LIMITED PARTNERSHIP or a Builder are engaged in developing or improving any portion of the Properties, such persons or entities shall be exempt from the provisions of this Article affecting movement and storage of building materials, equipment, and motor vehicles, erection and maintenance of directional and promotional signs and conduct of sales activities, including maintenance of model Living Units having approval of the Architectural Review Board. Such exemption shall be subject to such rules as may be established by the Developer to maintain reasonable standards of safety, cleanliness and general appearance of the Properties.

ARTICLE VI

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as part of the original construction of the Living Units upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Rights of Owners. The Owners of contiguous Lots who have a party wall or party fence shall both equally have the right to use such wall or fence, provided that such use by one Owner does not interfere with the use and enjoyment of same by the other Owner.

Section 3. Damage or Destruction. In the event that any party wall or party fence is damaged or destroyed (including deterioration from ordinary wear and tear and lapse of time):

(a) through the act of an Owner or any of his agents or guests or members of his family (whether or not such act is negligent or otherwise culpable), it shall be the obligation of such Owner to rebuild and repair the party wall or fence without cost to the other adjoining Lot Owners or Owner.

(b) other than by the act of an Owner, his agents, guests or family, it shall be the obligation of all Owners whose Lots adjoin such wall or fence to rebuild and repair such wall or fence at their joining and equal expense.

Notwithstanding any provision herein, there shall be no impairment of the structural integrity of any party wall without the prior consent of all Owners of any interest therein, whether by way of easement or in fee.

Section 4. Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 5. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

Section 6. Encroachment. If any portion of a party wall shall encroach upon any adjoining Lot or upon the Common Areas or community facilities by reason of the repair,

reconstruction, settlement or shifting of any building, or otherwise, a valid easement for the encroachment and for the maintenance of the same as long as the building stands, shall exist, to a maximum of one (1) foot over the adjacent lot.

ARTICLE VII

INSURANCE

Section 1. Obligation of Owners. In order to protect adjoining Owners and to insure that there are sufficient funds available to an Owner to restore his Living Unit in case of damage or destruction, each Owner of a Lot upon which a single attached Living Unit is constructed shall maintain a fire and extended coverage insurance policy in any amount equal to the full replacement value (exclusive of land, excavation and other items normally excluded from coverage of all improvements constructed on such Lot. Any policy obtained shall provide that it may not be cancelled except upon ten (10) days' written notice to the Association.

Such Owner shall pay for such fire and extended coverage insurance when required by the policy therefor, and if the Owner fails to obtain such fire and extended coverage insurance, or fails to pay such insurance premiums as required, the Association may (but shall not be obligated to) obtain such insurance and/or make such payments for such Owner, and the cost of such payments shall thereupon become a Special Assessment on the Owner's Assessable Unit.

From time to time the Association may require Owners to provide evidence of compliance with this Article.

ARTICLE VIII

CLUSTER COMMON AREA

The following property is hereby designated as Cluster Common Area, as defined in Article I, Section 5 of the Declaration, for the benefit of Wimbledon/Village Cluster:

(See Exhibit B)

ARTICLE IX

GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of the Supplementary Declaration shall run with and bind the land for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive period of twenty-five (25) years, unless at the expiration of any such period the covenants and restrictions are expressly terminated by an instrument signed by the Owners of at least seventy-five percent (75%) of the Lots in Wimbledon/Village Cluster. A termination must be recorded among the Land Records of Montgomery County, Maryland to become effective.

Section 2. Amendment. This Supplementary Declaration may be amended at any time by an instrument signed by the Class C Member, if any, and by the Owners of at least seventy-five percent (75%) of the Lots in Wimbledon/Village Cluster, provided however, that the Developer shall not amend or remove this Declaration without the consent of Longmead Crossing Community Services Association, Inc. and an Owner, other than Developer, of at least one (1) Lot in Wimbledon Village Cluster. Any amendment must be recorded among the Land Records of Montgomery County, Maryland to become effective.

As long as the Class C membership exists, amendment of this Supplementary Declaration requires the approval of the Federal Mortgage Agencies, should they have an interest in the Properties in Wimbledon/Village Cluster. Nothing herein shall modify the provision of the Declaration with respect hereto.

Section 3. Construction and Enforcement. The provisions hereof shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of the Wimbledon/Village Cluster and the community of Longmead Crossing. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain, enjoin violation or to recover damages, or both, against any Lot to enforce the lien created hereby; and the failure or forebearance by the association or the Owner of any Lot to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter, nor shall any such failure be the basis for claim for damages or otherwise against the Developer, its successors and assigns. Furthermore, in the event of claim or demand against the Developer for such failure, the Association shall indemnify and hold the Developer harmless from any expenses, including reasonable attorneys' fees for its defense.

The provisions hereof may be enforced, without limitation, by the Association, by any Owner within Wimbledon Village Cluster, or any mortgagee of any Lot which becomes subject

to the provisions hereof, and by any other person, firm, corporation or other legal entity who has any right to the use of any of the Common Area and community facilities owned by the Association, including, against without limitation, any person, firm, corporation or other legal entity who has any right to the use of any of the streets or roadways owned by the Association.

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 cannot be adequately remedied by action of law or exclusively by recovery of damages.

Section 4. 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 5. Consent of The Maryland-National Capital Park and Planning Commission. 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 The Maryland-National Capital Park and Planning Commission:

(a) abandon, partition, subdivide, encumber, sell or transfer any of the common areas and 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

(b) abandon or terminate this Declaration; or

(c) modify or amend any material or substantive provision of this Declaration or the By-Laws of the Association.

(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 as provided in the 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 6. Terms and Definitions. The terms used herein shall have the same meaning and definition as set forth in the DECLARATION AND COVENANTS AND RESTRICTIONS OF LONGMEAD CROSSING. The captions contained herein are for convenience only and are not a part of this Supplementary Declaration and are not intended in any way to limit or enlarge the terms and provisions of this Supplementary Declaration. Whenever the context so requires, the male shall include all genders and the singular shall include the plural.

Section 7. Contravention. Nothing contained herein shall be construed as altering, amending or vacating the provisions of the Code of Montgomery County, Maryland, which shall have full force and effect on all property subject to this Supplementary Declaration.

IN WITNESS WHEREOF, LONGMEAD CROSSING LIMITED PARTNERSHIP has caused this Supplementary Declaration of

Covenants and Restrictions to be signed in its corporate name by POTOMAC INVESTMENT ASSOCIATES LIMITED PARTNERSHIP, its General Partner and does hereby acknowledge and deliver these presents as its act and deed.

IN WITNESS WHEREOF, the said Pulte Home Corporation, a corporation organized and existing under the laws of the State of Michigan has, on the day and year first above written caused these presents to be executed in its corporate name by JOHN G. BRINJAK its Division Vice-President and does hereby appoint the said JOHN G. BRINJAK as its true and lawful attorney-in-fact to acknowledge and deliver these presents as its act and deed.

PULTE HOME CORPORATION

By: _____
John G. Brinjak
Division Vice President

LONGMEAD CROSSING LIMITED PARTNERSHIP

By: POTOMAC INVESTMENT ASSOCIATES LIMITED PARTNERSHIP

ATTEST:

_____ By: _____
A. M. Natelli
General Partner

STATE OF MARYLAND :
: SS:
COUNTY OF MONTGOMERY :

On this 24th day of October, 1986 before me, a Notary Public, appeared _____, who acknowledged himself to be a General Partner of Potomac

Investment Associates Limited Partnership, which partnership is a general partner of Longmead Crossing Limited Partnership and acknowledged that he executed the within instrument for the purposes therein contained.

Notary Public

My Commission Expires:
July 1, 1990

STATE OF MARYLAND)
)$:
COUNTY OF MONTGOMERY)

I HEREBY CERTIFY that on this 17th day of October, 1986, before me, the subscriber, a Notary Public in and for the state aforesaid and County of Prince George's personally appeared John G. Brinjak who is personally well known to me to be the person named as attorney-in-fact in the foregoing Declaration, and by virtue of the authority vested in him by said instrument, acknowledged the same to be the act and deed of Pulte Home Corporation, and that he executed the same for the purposes contained therein.

WITNESS my hand and notarial seal the day and year first above written.

Notary Public

My commission expires:
July 1, 1990

THIS IS TO CERTIFY that the within instrument was prepared by or under the supervision of the undersigned, an attorney duly admitted to practice before the Court of Appeals of Maryland.

Louis S. Pettey

EXHIBIT "A"

Lots numbered One (1) through and including Eight (8) and Lots numbered Eighty-six (86) through and including Ninety-two (92) and Parcel lettered "F" in Block lettered "F" in the subdivision known as "LONGMEAD" as per plat recorded in Plat Book 141, Plat No. 16190, among the Land Records of Montgomery County, Maryland, AND

Lots numbered Nine (9) through and including Thirty-two (32) and Lots numbered Sixty-seven (67) through and including Seventy-two (72) and Lots numbered Eighty (80) through and including Eighty-five (85) and Parcel lettered "C" in Block lettered "F" in the subdivision known as "LONGMEAD" as per plat recorded in Plat Book 139, Plat No. 15991, among the Land Records of Montgomery County, Maryland, AND

Lots numbered Thirty-three (33) through and including Fifty (50) and Lots numbered Seventy-three (73) through and including Seventy-nine (79) and Parcel lettered "B" in Block lettered "F" in the subdivision known as "LONGMEAD" as per plat recorded in Plat Book 139, Plat No. 15988, among the Land Records of Montgomery County, Maryland, AND

Lots numbered Fifty-one (51) through and including Sixty-six (66) and Parcel lettered "A" in Block lettered "F" in the subdivision known as "LONGMEAD" as per plat recorded in Plat Book 139, Plat No. 15990, among the Land Records of Montgomery County, Maryland, AND

Lots numbered Ninety-three (93) through and including One Hundred Nine (109) and Lots numbered One Hundred Forty-seven (147) through and including One Hundred Fifty (150) and Parcel lettered "D" in Block lettered "F" in the subdivision known as "LONGMEAD" as per plat recorded in Plat Book 139, Plat No. 15989, among the Land Records of Montgomery County, Maryland, AND ALSO

Lots numbered One Hundred Ten (110) through and including One Hundred Forty-six (146) and Parcel lettered "E"*in the subdivision known as "LONGMEAD" as per plat recorded in Plat Book 139, Plat No. 15987, among the Land Records of Montgomery County, Maryland.
*in Block lettered "F"

EXHIBIT "B"

Parcel lettered "F" in Block lettered "F" in the subdivision known as "LONGMEAD" as per plat recorded in Plat Book 141, Plat No. 16190, among the Land Records of Montgomery County, Maryland, AND

Parcel lettered "C" in Block lettered "F" in the subdivision known as "LONGMEAD" as per plat recorded in Plat Book 139, Plat No. 15991, among the Land Records of Montgomery County, Maryland, AND

Parcel lettered "B" in Block lettered "F" in the subdivision known as "LONGMEAD" as per plat recorded in Plat Book 139, Plat No. 15988, among the Land Records of Montgomery County, Maryland, AND

Parcel lettered "A" in Block lettered "F" in the subdivision known as "LONGMEAD" as per plat recorded in Plat Book 139, Plat No. 15990, among the Land Records of Montgomery County, Maryland, AND

Parcel lettered "D" in Block lettered "F" in the subdivision known as "LONGMEAD" as per plat recorded in Plat Book 139, Plat No. 15989, among the Land Records of Montgomery County, Maryland, AND ALSO

Parcel lettered "E" in Block lettered "F" in the subdivision known as "LONGMEAD" as per plat recorded in Plat Book 139, Plat No. 15987, among the Land Records of Montgomery County, Maryland.

Parcel ID Nos.

All lots in Block "F" Longmead

Lot	1- #13-255- 2666612	Lot	41 - #13-255-2637290
	2 623		42 302
	3 634		43 313
	4 645		44 324
	5 656		45 335
	6 667		46 346
	7 678		47 357
	8 680		48 368
	9 #13-255-2636455		49 370
	10 466		50 381
	11 477		51 2636821
	12 488		52 832
	13 490		53 843
	14 502		54 854
	15 513		55 865
	16 524		56 876
	17 535		57 887
	18 546		58 898
	19 557		59 901
	20 568		60 912
	21 570		61 923
	22 581		62 934
	23 592		63 945
	24 604		64 956
	25 615		65 967
	26 626		66 978
	27 637		67 2636694
	28 648		68 706
	29 650		69 717
	30 661		70 728
	31 672		71 730
	32 683		72 741
	33 2637211		73 2637392
	34 222		74 404
	35 233		75 415
	36 244		76 426
	37 255		77 437
	38 266		78 448
	39 277		79 450
	40 288		80 2636752

Parcel ID Nos. continued

Lot	81	#13-255-2636763
	82	774
	83	785
	84	796
	85	808
	86	2666691
	87	703
	88	714
	89	725
	90	736
	91	747
	92	758
	93	2636991
	94	2637005
	95	016
	96	027
	97	038
	98	040
	99	051
	100	062
	101	073
	102	084
	103	095
	104	107
	105	118
	106	120
	107	131
	108	142
	109	153
	110	2637472
	111	483
	112	494
	113	506
	114	517
	115	528
	116	530
	117	541
	118	552
	119	#13-255-2637563
	120	574
	121	585
	122	596
	123	608
	124	610
	125	621
	126	632
	127	643
	128	654
	129	665
	130	676
	131	687
	132	698
	133	701
	134	712
	135	723
	136	734
	137	745
	138	756
	139	767
	140	778
	141	780
	142	791
	143	803
	144	814
	145	825
	146	836
	147	2637164
	148	175
	149	186
	150	197
Parcel	A	#13-255-2636810
	B	2637200
	C	2636444
	D	2636980
	E	2637461
	F	2666601

Pulte Home Corporation
11120 New Hampshire Avenue
Silver Spring, Maryland 20904

Longmead Crossing Limited Partnership
10220 River Road
Potomac, Maryland 20854

Title Insurer: Security Title Guarantee Corp.

(21)

LIBER 7871 FOLIO 857

PM2:SDLONG1-17
04/21/87:ceb

SUPPLEMENTARY DECLARATION OF
COVENANTS AND RESTRICTIONS

THIS SUPPLEMENTARY DECLARATION is made this 14th day of April, 1986, by LONGMEAD CROSSING LIMITED PARTNERSHIP, and PULTE HOME CORPORATION, A Michigan Corporation, hereinafter collectively called "Developer".

WHEREAS, Developer is the Owner of the real property described in this Supplementary Declaration; and

WHEREAS, Developer intends that the property described herein shall become subject to the DECLARATION OF COVENANTS AND RESTRICTIONS OF LONGMEAD CROSSING and also become subject to the provisions hereinafter set forth;

NOW THEREFORE, Developer hereby declares that all of the Properties described herein, together with such additions as may hereafter be made thereto as provided in Article II, shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens set forth in the DECLARATION OF COVENANTS AND RESTRICTIONS OF LONGMEAD CROSSING, dated the 27th day of December, 1983, and recorded in LIBER 6270 at Folio 725, among the Land Records of Montgomery County, Maryland, subject to the covenants, restrictions, easements, charges and liens set forth hereinafter. The Parkgate Cluster shall be part of the Homecrest Neighborhood Service District.

87 MAY -4 AM 9:55
CLERK'S OFFICE
ROCKVILLE, MD

MISC 147.00
CHECK 147.00
#114928 C950 R01 09:55 AM
MAY 4 87

147.

ARTICLE I

CLUSTER DESIGNATION

The following described property is hereby designated as a Cluster of the Longmead Crossing Community Services

Association, Inc., hereinafter referred to as the "Association", and shall be known as Parkgate Cluster:

(See Exhibit A)

ARTICLE II

PROPERTY SUBJECT TO THIS SUPPLEMENTARY DECLARATION

Section 1. Existing Property. The aforedescribed real property is, and shall be held, transferred, sold, conveyed and occupied subject to this Supplementary Declaration.

Section 2. Additions to Existing Property. All or any part of the Properties described in the Development Plan, or land which is contiguous thereto, may be added to this Cluster by the Developer, without the consent of the Owners, within five (5) years of the date of this instrument, by the filing of record of a Supplementary Declaration with respect to such land which designates it as part of the Cluster and by filing with the Association the plat and plans for such addition. For this purpose, contiguous shall mean adjacent to, or both sides of an area dedicated to public use.

ARTICLE III

CLUSTER ASSESSMENTS

Section 1. Purpose. Cluster Assessments shall be used exclusively for the purpose of providing services which are necessary or desirable for the health, safety, and welfare of the Members within the Cluster. Such services may include: maintenance and operation of any Cluster Common Area as described and designated in the Governing Documents, including maintenance of streets or roads constructed on the Cluster Common Area, providing services to the Living Units,

such as trash removal and setting aside reserves for working capital, future repair and replacement of capital improvements to be constructed or maintained through the Cluster Assessment, including those streets constructed on the Cluster Common Area. A contribution to working capital to be used for initial set-up, organizational and such other purposes as the Board of Trustees may determine may be assessed by the Association and levied at the settlement of the conveyance of Lots to any entity, other than a Builder, not to exceed $75.00 per Living Unit. Except as may be specifically provided for in the Declaration, or the Supplementary Declaration, it is not contemplated that the Association shall have any responsibility for the maintenance or repair of the dwellings or their appurtenances and the responsibility and duties of the Association for maintenance and repairs shall be limited to the Common Areas and community facilities, except as provided herein. The Owner of any Living Unit shall, at his own expense, maintain his Lot and dwelling, and any and all appurtenances thereto, in good order, condition and repair and in a clean, sightly and sanitary condition at all times.

Section 2. Basis of Assessment. The basis for the Cluster Assessment shall be the same as for the Annual General Assessment, as set forth in the Declaration.

Section 3. Maximum Cluster Assessment. Until the first day of the fiscal year following commencement of assessments in the Cluster, the maximum annual Cluster Assessment shall be Four Hundred Eighty and no/100 Dollars ($480.00), per Living Unit.

Section 4. Change in Maximum. From and after the first

day of the fiscal year immediately following the commencement of Cluster Assessments in the Cluster:

(a) The Board of Trustees may increase the maximum each year by the greater of: (1) a factor of not more than ten percent (10%) of the maximum for the current fiscal year plus the amount by which any ad valorem real estate taxes and casualty and other insurance premiums payable by the Association with respect to the Cluster have increased over amounts payable for the same or similar items for the previous year; or (2) the percentage increase, if any, over the twelve (12) month period ending five (5) months prior to the start of the fiscal year, in the Consumer Price Index, or equivalent, as published by the U.S. Labor Department for the Metropolitan Washington Area; such increase shall become effective the first day of the next year.

(b) The maximum may be increased above the amount which can be set by the Board with the affirmative vote of at least two-thirds (2/3) of the votes of the membership of the Cluster in a meeting in which a Quorum of Owners who own lots in the Cluster is present.

Section 5. Method of Assessment. The assessments shall be levied by the Association against Assessable Units in the Cluster, and collected and disbursed by the Association. As provided in the Declaration, by a vote of at least two-thirds (2/3) of the Trustees, the Board shall fix the annual Cluster Assessment and the date(s) such assessments become due, with the advise of the Owners of Assessable Units in the Cluster. Written notice of the annual assessment shall be sent to every Owner of an Assessable Unit subject thereto.

ARTICLE IV

PARKING

The Association shall promulgate such rules and regulations as needed to regulate the use of any parking areas that may be constructed or authorized on Cluster Common Area for the benefit of all Owners, which rules and regulations may include assignment of parking spaces.

ARTICLE V

PROTECTIVE COVENANTS

Section 1. Completion of Structures. The exterior of any new structure and the grounds related thereto must be substantially completed in accordance with the plans and specifications approved by the Architectural Review Board within eighteen (18) months after construction of the same shall have commenced, except that said Board may grant extensions where such completion is impossible or is the result of matters beyond the control of the Owner or Builder, such as strikes, casualty losses, national emergencies or acts of God.

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Section 8. Trash Burning. Trash, leaves and other similar material shall not be burned without the prior written consent of the Association.

Section 9. Signs. No signs of any type shall be displayed to public view on any Lot or the Common Area without the prior written consent of the Architectural Review Board, except customary name and address signs meeting established Architectural Review Board standards.

Section 10. Mailboxes and Newspaper Tubes. Only mailboxes and newspaper tubes meeting the design standards of the Association shall be permitted.

Section 11. Fences and Walls. No fence, wall, tree, hedge or shrub planting shall be erected or maintained in such a manner as to obstruct site lines for vehicular traffic. All fences or enclosures must be approved by the Architectural Review Board as to location, material and

design. Any fence or wall built on any of the Lots shall be maintained in a proper manner so as not to detract from the value and desirability of surrounding property.

Section 12. Nuisances. No noxious or offensive activity shall be carried on upon any portion of the property subject hereto, nor shall anything be done thereon that may be or become a nuisance or annoyance to the Cluster.

Section 13. Lighting. No exterior lighting shall be directed outside the boundaries of a Lot.

Section 14. Vegetation. No live trees with a diameter in excess of four inches (4"), measured twelve inches (12") above ground, nor trees in excess of two inches (2") in diameter, similarly measured, which are generally known as flowering trees (such as dogwood or redbud) or as broad leaf evergreens (such as holly, laurel or rhododendron), may be cut without prior approval of the Architectural Review Board. The Association shall set rules for cutting of trees to allow for selective clearing or cutting.

Section 15. Rules. From time to time the Board of Trustees shall adopt rules, including but not limited to, rules to implement the provisions of this Article and such rules as are required herein. Such rules may be adopted or amended by a majority vote of the Board of Trustees, following a public hearing for which due notice has been provided to Members. All such rules and any subsequent amendments thereto shall be placed in the Book of Resolutions and shall be binding on all Members, except where expressly provided otherwise in such rules.

Section 16. Exceptions. The Board of Trustees may issue temporary permits to except any prohibitions expressed or

implied by this Article, provided the Board can show good cause and acts in accordance with adopted guidelines and procedures.

So long as LONGMEAD CROSSING LIMITED PARTNERSHIP or a Builder are engaged in developing or improving any portion of the Properties, such persons or entities shall be exempt from the provisions of this Article affecting movement and storage of building materials, equipment, and motor vehicles, erection and maintenance of directional and promotional signs and conduct of sales activities, including maintenance of model Living Units having approval of the Architectural Review Board. Such exemption shall be subject to such rules as may be established by the Developer to maintain reasonable standards of safety, cleanliness and general appearance of the Properties.

ARTICLE VI

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as part of the original construction of the Living Units upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Rights of Owners. The Owners of contiguous Lots who have a party wall or party fence shall both equally have the right to use such wall or fence, provided that such use by one Owner does not interfere with the use and enjoyment of same by the other Owner.

Section 3. Damage or Destruction. In the event that any party wall or party fence is damaged or destroyed (including deterioration from ordinary wear and tear and lapse of time):

(a) through the act of an Owner or any of his agents or guests or members of his family (whether or not such act is negligent or otherwise culpable), it shall be the obligation of such Owner to rebuild and repair the party wall or fence without cost to the other adjoining Lot Owners or Owner.

(b) other than by the act of an Owner, his agents, guests or family, it shall be the obligation of all Owners whose Lots adjoin such wall or fence to rebuild and repair such wall or fence at their joining and equal expense.

Notwithstanding any provision herein, there shall be no impairment of the structural integrity of any party wall without the prior consent of all Owners of any interest therein, whether by way of easement or in fee.

Section 4. Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 5. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

Section 6. Encroachment. If any portion of a party wall shall encroach upon any adjoining Lot or upon the Common Areas or community facilities by reason of the repair,

reconstruction, settlement or shifting of any building, or otherwise, a valid easement for the encroachment and for the maintenance of the same as long as the building stands, shall exist, to a maximum of one (1) foot over the adjacent lot.

ARTICLE VII

INSURANCE

Section 1. Obligation of Owners. In order to protect adjoining Owners and to insure that there are sufficient funds available to an Owner to restore his Living Unit in case of damage or destruction, each Owner of a Lot upon which a single attached Living Unit is constructed shall maintain a fire and extended coverage insurance policy in any amount equal to the full replacement value (exclusive of land, excavation and other items normally excluded from coverage of all improvements constructed on such Lot. Any policy obtained shall provide that it may not be cancelled except upon ten (10) days' written notice to the Association.

Such Owner shall pay for such fire and extended coverage insurance when required by the policy therefor, and if the Owner fails to obtain such fire and extended coverage insurance, or fails to pay such insurance premiums as required, the Association may (but shall not be obligated to) obtain such insurance and/or make such payments for such Owner, and the cost of such payments shall thereupon become a Special Assessment on the Owner's Assessable Unit.

From time to time the Association may require Owners to provide evidence of compliance with this Article.

ARTICLE VIII

CLUSTER COMMON AREA

The following property is hereby designated as Cluster Common Area, as defined in Article I, Section 5 of the Declaration, for the benefit of Parkgate Cluster:

(See Exhibit B)

ARTICLE IX

GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of the Supplementary Declaration shall run with and bind the land for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive period of twenty-five (25) years, unless at the expiration of any such period the covenants and restrictions are expressly terminated by an instrument signed by the Owners of at least seventy-five percent (75%) of the Lots in Parkgate Cluster. A termination must be recorded among the Land Records of Montgomery County, Maryland to become effective.

Section 2. Amendment. This Supplementary Declaration may be amended at any time by an instrument signed by the Class C Member, if any, and by the Owners of at least seventy-five percent (75%) of the Lots in Parkgate Cluster, provided however, that the Developer shall not amend or remove this Declaration without the consent of Longmead Crossing Community Services Association, Inc. and an Owner, other than Developer, of at least one (1) Lot in Parkgate Cluster. Any amendment must be recorded among the Land Records of Montgomery County, Maryland to become effective.

As long as the Class C membership exists, amendment of this Supplementary Declaration requires the approval of the Federal Mortgage Agencies, should they have an interest in the Properties in Parkgate Cluster. Nothing herein shall modify the provision of the Declaration with respect hereto.

Section 3. Construction and Enforcement. The provisions hereof shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of the Parkgate Cluster and the community of Longmead Crossing. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain, enjoin violation or to recover damages, or both, against any Lot to enforce the lien created hereby; and the failure or forebearance by the association or the Owner of any Lot to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter, nor shall any such failure be the basis for claim for damages or otherwise against the Developer, its successors and assigns. Furthermore, in the event of claim or demand against the Developer for such failure, the Association shall indemnify and hold the Developer harmless from any expenses, including reasonable attorneys' fees for its defense.

The provisions hereof may be enforced, without limitation, by the Association, by any Owner within Parkgate Cluster, or any mortgagee of any Lot which becomes subject

to the provisions hereof, and by any other person, firm, corporation or other legal entity who has any right to the use of any of the Common Area and community facilities owned by the Association, including, against without limitation, any person, firm, corporation or other legal entity who has any right to the use of any of the streets or roadways owned by the Association.

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 cannot be adequately remedied by action of law or exclusively by recovery of damages.

Section 4. 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 5. Consent of The Maryland-National Capital Park and Planning Commission. 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 The Maryland-National Capital Park and Planning Commission:

(a) abandon, partition, subdivide, encumber, sell or transfer any of the common areas and 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

(b) abandon or terminate this Declaration; or

(c) modify or amend any material or substantive provision of this Declaration or the By-Laws of the Association.

(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 as provided in the 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 6. Terms and Definitions. The terms used herein shall have the same meaning and definition as set forth in the DECLARATION AND COVENANTS AND RESTRICTIONS OF LONGMEAD CROSSING. The captions contained herein are for convenience only and are not a part of this Supplementary Declaration and are not intended in any way to limit or enlarge the terms and provisions of this Supplementary Declaration. Whenever the context so requires, the male shall include all genders and the singular shall include the plural.

Section 7. Contravention. Nothing contained herein shall be construed as altering, amending or vacating the provisions of the Code of Montgomery County, Maryland, which shall have full force and effect on all property subject to this Supplementary Declaration.

IN WITNESS WHEREOF, LONGMEAD CROSSING LIMITED PARTNERSHIP has caused this Supplementary Declaration of

Covenants and Restrictions to be signed in its corporate name by POTOMAC INVESTMENT ASSOCIATES LIMITED PARTNERSHIP, its General Partner and does hereby acknowledge and deliver these presents as its act and deed.

IN WITNESS WHEREOF, the said Pulte Home Corporation, a corporation organized and existing under the laws of the State of Michigan has, on the day and year first above written caused these presents to be executed in its corporate name by John G. Brinjak, its Division Vice President, and does hereby appoint the said John G. Brinjak as its true and lawful attorney-in-fact to acknowledge and deliver these presents as its act and deed.

PULTE HOME CORPORATION

By: _____
John G. Brinjak
Division Vice President

LONGMEAD CROSSING LIMITED PARTNERSHIP

By: POTOMAC INVESTMENT ASSOCIATES LIMITED PARTNERSHIP

ATTEST:

_____
Joan Fay Fellenz

By: _____
A. M. Natelli
General Partner

STATE OF MARYLAND :
: SS:
COUNTY OF MONTGOMERY :

On this 24th day of April, 1987, before me, a Notary Public, appeared A. M. NATELLI, who acknowledged himself to be a General Partner of Potomac

Investment Associates Limited Partnership, which partnership is a general partner of Longmead Crossing Limited Partnership and acknowledged that he executed the within instrument for the purposes therein contained.

Joan Fay Fellenz
Notary Public
Joan Fay Fellenz

My Commission Expires:
July 1, 1990

STATE OF MARYLAND)
)SS:
COUNTY OF MONTGOMERY)

I HEREBY CERTIFY that on this 14 day of April, 1987, before me, the subscriber, a Notary Public in and for the jurisdiction aforesaid, personally appeared JOHN G. BRINJAK, who is personally well known to me to be the person named as Division Vice President in the foregoing Declaration, and by virtue of the authority vested in him by said instrument, acknowledged the same to be the act and deed of Pulte Home Corporation, and that he executed the same for the purposes contained therein.

WITNESS my hand and notarial seal the day and year first above written.

Cathy M Russell
Notary Public
Cathy M Russell

My commission expires:
7-1-90

THIS IS TO CERTIFY that the within instrument was prepared by or under the supervision of the undersigned, an attorney duly admitted to practice before the Court of Appeals of Maryland.

Louis B. Pettey

EXHIBIT A

Parcel lettered "A" in Block lettered "G" in a subdivision known as "Longmead" per plat thereof recorded among the Land Records of Montgomery County, Maryland, in Plat Book 139, Plat 16048; and

Lots numbered "4" through "10," inclusive, and Parcels lettered "B," "C," and "D," all in Block lettered "G" in a subdivision known as "Longmead," per plat thereof recorded among the Land Records of Montgomery County, Maryland, in Plat Book 139, Plat 16049; and

Lots numbered "11" through "18," inclusive, and Parcels lettered "E" and "F," all in Block lettered "G" in a subdivision known as "Longmead," per plat thereof recorded among the Land Records of Montgomery County, Maryland, in Plat Book 140, Plat 16090; and

Lots numbered "19" through "27," inclusive, and Parcels lettered "G" and "H," all in Block lettered "G" in a subdivision known as "Longmead," per plat thereof recorded among the Land Records of Montgomery County, Maryland, in Plat Book 140, Plat 16091; and

Lots numbered "28" through "35," inclusive, and "37" and "38," and Parcels lettered "I," "J," "K" and "L," all in Block lettered "G" in a subdivision known as "Longmead," per plat thereof recorded among the Land Records of Montgomery County, Maryland, in Plat Book 140, Plat 16092; and

Lots numbered "36" and "39" through "43," inclusive, and Parcels lettered "M," "N" and "O," all in Block lettered "G" in a subdivision known as "Longmead," per plat thereof recorded among the Land Records of Montgomery County, Maryland, in Plat Book 140, Plat 16093; and

Lots numbered "44" through "47," inclusive, and Parcel lettered "P," all in Block lettered "G" in a subdivision known as "Longmead," per plat thereof recorded among the Land Records of Montgomery County, Maryland, in Plat Book 140, Plat 16094.

EXHIBIT B

Parcel lettered "A" in Block lettered "G" in a subdivision known as "Longmead" per plat thereof recorded among the Land Records of Montgomery County, Maryland, in Plat Book 139, Plat 16048; and

Parcels lettered "B," "C," and "D," all in Block lettered "G" in a subdivision known as "Longmead," per plat thereof recorded among the Land Records of Montgomery County, Maryland, in Plat Book 139, Plat 16049; and

Parcels lettered "E" and "F," all in Block lettered "G" in a subdivision known as "Longmead," per plat thereof recorded among the Land Records of Montgomery County, Maryland, in Plat Book 140, Plat 16090; and

Parcels lettered "G" and "H," all in Block lettered "G" in a subdivision known as "Longmead," per plat thereof recorded among the Land Records of Montgomery County, Maryland, in Plat Book 140, Plat 16091; and

Parcels lettered "I," "J," "K" and "L," all in Block lettered "G" in a subdivision known as "Longmead," per plat thereof recorded among the Land Records of Montgomery County, Maryland, in Plat Book 140, Plat 16092; and

Parcels lettered "M," "N" and "O," all in Block lettered "G" in a subdivision known as "Longmead," per plat thereof recorded among the Land Records of Montgomery County, Maryland, in Plat Book 140, Plat 16093; and

Parcel lettered "P," in Block lettered "G" in a subdivision known as "Longmead," per plat thereof recorded among the Land Records of Montgomery County, Maryland, in Plat Book 140, Plat 16094.

Address of Longmead Crossing Limited Partnership: 806 West Diamond Avenue
Gaithersburg, MD

Address of Pulte Home Corp.: 11120 New Hampshire Avenue
Silver Spring, MD 20904

Address of Property: unimproved

Tax I. D. Numbers:

Lots:	All Block G
4	2651234
5	245
6	256
7	267
8	278
9	280
10	291
11	2652661
12	672
13	683
14	694
15	706
16	717
17	728
18	730
19	557
20	568
21	570
22	581
23	592
24	604
25	615
26	626
27	637
28	437
29	444
30	455
31	466
32	477
33	488
34	490
35	502
37	513
38	524
36	331
39	342
40	353
41	364
42	375
43	386
44	262
45	273
46	284
47	295

Parcel	A	Block	G	2651303
	B		G	201
	C		G	212
	D		G	223
	E		G	2652648
	F		G	650
	G		G	535
	H		G	546
	I		G	397
	J		G	400
	K		G	411
	L		G	422
	M		G	307
	N		G	318
	O		G	320
	P		G	251

PL3:SDLONG1-17
06/30/87:ceb

1987 NOV 25 PM 1:11
FILED
HOWARD M. SMITH
CLERK'S OFFICE
MONTGOMERY CO MD

SUPPLEMENTARY DECLARATION OF
COVENANTS AND RESTRICTIONS

THIS SUPPLEMENTARY DECLARATION is made this 24TH day of NOVEMBER, 1987, by LONGMEAD CROSSING LIMITED PARTNERSHIP, and PULTE HOME CORPORATION, A Michigan Corporation, hereinafter collectively called "Developer".

WHEREAS, Developer is the Owner of the real property described in this Supplementary Declaration; and

WHEREAS, Developer intends that the property described herein shall become subject to the DECLARATION OF COVENANTS AND RESTRICTIONS OF LONGMEAD CROSSING and also become subject to the provisions hereinafter set forth;

NOW THEREFORE, Developer hereby declares that all of the Properties described herein, together with such additions as may hereafter be made thereto as provided in Article II, shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens set forth in the DECLARATION OF COVENANTS AND RESTRICTIONS OF LONGMEAD CROSSING, dated the 27th day of December, 1983, and recorded in LIBER 6270 at Folio 725, among the Land Records of Montgomery County, Maryland, subject to the covenants, restrictions, easements, charges and liens set forth hereinafter. The Normandy Crossing Cluster shall be part of the Homecrest Neighborhood Service District.

ARTICLE I

CLUSTER DESIGNATION

The following described property is hereby designated as a Cluster of the Longmead Crossing Community Services

Association, Inc., hereinafter referred to as the "Association", and shall be known as Normandy Crossing Cluster: (See Exhibit A)

ARTICLE II

PROPERTY SUBJECT TO THIS SUPPLEMENTARY DECLARATION

Section 1. Existing Property. The aforedescribed real property is, and shall be held, transferred, sold, conveyed and occupied subject to this Supplementary Declaration.

Section 2. Additions to Existing Property. All or any part of the Properties described in the Development Plan, or land which is contiguous thereto, may be added to this Cluster by the Developer, without the consent of the Owners, within five (5) years of the date of this instrument, by the filing of record of a Supplementary Declaration with respect to such land which designates it as part of the Cluster and by filing with the Association the plat and plans for such addition. For this purpose, contiguous shall mean adjacent to, or both sides of an area dedicated to public use.

ARTICLE III

CLUSTER ASSESSMENTS

Section 1. Purpose. Cluster Assessments shall be used exclusively for the purpose of providing services which are necessary or desirable for the health, safety, and welfare of the Members within the Cluster. Such services may include: maintenance and operation of any Cluster Common Area as described and designated in the Governing Documents, including maintenance of streets or roads constructed on the Cluster Common Area, providing services to the Living Units,

such as trash removal and setting aside reserves for working capital, future repair and replacement of capital improvements to be constructed or maintained through the Cluster Assessment, including those streets constructed on the Cluster Common Area. A contribution to working capital to be used for initial set-up, organizational and such other purposes as the Board of Trustees may determine may be assessed by the Association and levied at the settlement of the conveyance of Lots to any entity, other than a Builder, not to exceed $75.00 per Living Unit. Except as may be specifically provided for in the Declaration, or the Supplementary Declaration, it is not contemplated that the Association shall have any responsibility for the maintenance or repair of the dwellings or their appurtenances and the responsibility and duties of the Association for maintenance and repairs shall be limited to the Common Areas and community facilities, except as provided herein. The Owner of any Living Unit shall, at his own expense, maintain his Lot and dwelling, and any and all appurtenances thereto, in good order, condition and repair and in a clean, sightly and sanitary condition at all times.

Section 2. Basis of Assessment. The basis for the Cluster Assessment shall be the same as for the Annual General Assessment, as set forth in the Declaration.

Section 3. Maximum Cluster Assessment. Until the first day of the fiscal year following commencement of assessments in the Cluster, the maximum annual Cluster Assessment shall be Five Hundred Sixty and no/100---------- ($560.00), per Living Unit.

Section 4. Change in Maximum. From and after the first

day of the fiscal year immediately following the commencement of Cluster Assessments in the Cluster:

(a) The Board of Trustees may increase the maximum each year by the greater of: (1) a factor of not more than ten percent (10%) of the maximum for the current fiscal year plus the amount by which any ad valorem real estate taxes and casualty and other insurance premiums payable by the Association with respect to the Cluster have increased over amounts payable for the same or similar items for the previous year; or (2) the percentage increase, if any, over the twelve (12) month period ending five (5) months prior to the start of the fiscal year, in the Consumer Price Index, or equivalent, as published by the U.S. Labor Department for the Metropolitan Washington Area; such increase shall become effective the first day of the next year.

(b) The maximum may be increased above the amount which can be set by the Board with the affirmative vote of at least two-thirds (2/3) of the votes of the membership of the Cluster in a meeting in which a Quorum of Owners who own lots in the Cluster is present.

Section 5. Method of Assessment. The assessments shall be levied by the Association against Assessable Units in the Cluster, and collected and disbursed by the Association. As provided in the Declaration, by a vote of at least two-thirds (2/3) of the Trustees, the Board shall fix the annual Cluster Assessment and the date(s) such assessments become due, with the advise of the Owners of Assessable Units in the Cluster. Written notice of the annual assessment shall be sent to every Owner of an Assessable Unit subject thereto.

ARTICLE IV

PARKING

The Association shall promulgate such rules and regulations as needed to regulate the use of any parking areas that may be constructed or authorized on Cluster Common Area for the benefit of all Owners, which rules and regulations may include assignment of parking spaces.

ARTICLE V

PROTECTIVE COVENANTS

Section 1. Completion of Structures. The exterior of any new structure and the grounds related thereto must be substantially completed in accordance with the plans and specifications approved by the Architectural Review Board within eighteen (18) months after construction of the same shall have commenced, except that said Board may grant extensions where such completion is impossible or is the result of matters beyond the control of the Owner or Builder, such as strikes, casualty losses, national emergencies or acts of God.

Section 2. Residential Use. All Lots and Living Units designated for residential use shall be used, improved and devoted exclusively to residential use, except home professions may be pursued if permitted by Montgomery County, Maryland. Nothing herein shall be deemed to prevent an Owner from leasing a Living Unit to a Single Family, provided such lease shall be in writing and subject to all of the provisions of the Governing Documents with any failure by a lessee to comply with the terms of the Governing Documents constituting a default under the lease.

Section 3. Vehicles. No portion of the property subjected hereto shall be used for the repair of motor vehicles. Use and storage of all vehicles and recreational equipment upon the common Area and Lots or upon any street, public or private, adjacent thereto shall be subject to rules promulgated by the Board of Trustees as provided herein;

(a) All motor vehicles including, but not limited to, trail bikes, motorcycles, dune buggies and snowmobiles shall be driven only upon paved streets and parking lots. No motor vehicles shall be driven on pathways or Common Areas, except such vehicles as are authorized by the Association as needed to maintain, repair or improve the Common Area. This prohibition shall not apply to normal vehicular use of designated streets and lanes constructed on the Common Area.

(b) No motorcycle, trail bike, dune buggy, snowmobile, moped, commercial vehicle, junk vehicle, van, private truck, trailer, camper, boat or recreational vehicle, whether or not licensed as a Class A motor vehicle, and no unlicensed motor vehicle of any type shall be parked on any part of the property except on a temporary or non-recurring basis, or in garages or screened enclosures, or in areas designated by the Association for such parking. Provided, however, that the Book of Resolutions may provide specific exception to the above restrictions for certain types or classes of vehicles.

Section 4. Pets. Subject to limitations as may from time to time be set by the Association, no more than two (2) generally recognized house or yard pets in reasonable numbers, may be kept and maintained on a Lot or in a Living

Unit, provided such pets are not kept or maintained for commercial purposes. All pets must be kept under the control of their owner when they are outside of the Lot and must not become a nuisance to other residents.

Section 5. Clothes Drying Equipment. No external clothes lines or other clothes drying apparatus shall be permitted on any Lot, except as approved in writing by the Architectural Review Board.

Section 6. Antennae. Exterior television or other antennae are prohibited, except as approved in writing by the Architectural Review Board.

Section 7. Trash Receptacles. Storage, collection and disposal of trash shall be in compliance with rules set by the Architectural Review Board..

Section 8. Trash Burning. Trash, leaves and other similar material shall not be burned without the prior written consent of the Association.

Section 9. Signs. No signs of any type shall be displayed to public view on any Lot or the Common Area without the prior written consent of the Architectural Review Board, except customary name and address signs meeting established Architectural Review Board standards.

Section 10. Mailboxes and Newspaper Tubes. Only mailboxes and newspaper tubes meeting the design standards of the Association shall be permitted.

Section 11. Fences and Walls. No fence, wall, tree, hedge or shrub planting shall be erected or maintained in such a manner as to obstruct site lines for vehicular traffic. All fences or enclosures must be approved by the Architectural Review Board as to location, material and

design. Any fence or wall built on any of the Lots shall be maintained in a proper manner so as not to detract from the value and desirability of surrounding property.

Section 12. Nuisances. No noxious or offensive activity shall be carried on upon any portion of the property subject hereto, nor shall anything be done thereon that may be or become a nuisance or annoyance to the Cluster.

Section 13. Lighting. No exterior lighting shall be directed outside the boundaries of a Lot.

Section 14. Vegetation. No live trees with a diameter in excess of four inches (4"), measured twelve inches (12") above ground, nor trees in excess of two inches (2") in diameter, similarly measured, which are generally known as Flowering trees (such as dogwood or redbud) or as broad leaf evergreens (such as holly, laurel or rhododendron), may be cut without prior approval of the Architectural Review Board. The Association shall set rules for cutting of trees to allow for selective clearing or cutting.

Section 15. Rules. From time to time the Board of Trustees shall adopt rules, including but not limited to, rules to implement the provisions of this Article and such rules as are required herein. Such rules may be adopted or amended by a majority vote of the Board of Trustees, following a public hearing for which due notice has been provided to Members. All such rules and any subsequent amendments thereto shall be placed in the Book of Resolutions and shall be binding on all Members, except where expressly provided otherwise in such rules.

Section 16. Exceptions. The Board of Trustees may issue temporary permits to except any prohibitions expressed or

implied by this Article, provided the Board can show good cause and acts in accordance with adopted guidelines and procedures.

So long as LONGMEAD CROSSING LIMITED PARTNERSHIP or a Builder are engaged in developing or improving any portion of the Properties, such persons or entities shall be exempt from the provisions of this Article affecting movement and storage of building materials, equipment, and motor vehicles, erection and maintenance of directional and promotional signs and conduct of sales activities, including maintenance of model Living Units having approval of the Architectural Review Board. Such exemption shall be subject to such rules as may be established by the Developer to maintain reasonable standards of safety, cleanliness and general appearance of the Properties.

ARTICLE VI

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as part of the original construction of the Living Units upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Rights of Owners. The Owners of contiguous Lots who have a party wall or party fence shall both equally have the right to use such wall or fence, provided that such use by one Owner does not interfere with the use and enjoyment of same by the other Owner.

Section 3. Damage or Destruction. In the event that any party wall or party fence is damaged or destroyed (including deterioration from ordinary wear and tear and lapse of time):

(a) through the act of an Owner or any of his agents or guests or members of his family (whether or not such act is negligent or otherwise culpable), it shall be the obligation of such Owner to rebuild and repair the party wall or fence without cost to the other adjoining Lot Owners or Owner.

(b) other than by the act of an Owner, his agents, guests or family, it shall be the obligation of all Owners whose Lots adjoin such wall or fence to rebuild and repair such wall or fence at their joining and equal expense.

Notwithstanding any provision herein, there shall be no impairment of the structural integrity of any party wall without the prior consent of all Owners of any interest therein, whether by way of easement or in fee.

Section 4. Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 5. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

Section 6. Encroachment. If any portion of a party wall shall encroach upon any adjoining Lot or upon the Common Areas or community facilities by reason of the repair,

reconstruction, settlement or shifting of any building, or otherwise, a valid easement for the encroachment and for the maintenance of the same as long as the building stands, shall exist, to a maximum of one (1) foot over the adjacent lot.

ARTICLE VII

INSURANCE

Section 1. Obligation of Owners. In order to protect adjoining Owners and to insure that there are sufficient funds available to an Owner to restore his Living Unit in case of damage or destruction, each Owner of a Lot upon which a single attached Living Unit is constructed shall maintain a fire and extended coverage insurance policy in any amount equal to the full replacement value (exclusive of land, excavation and other items normally excluded from coverage of all improvements constructed on such Lot. Any policy obtained shall provide that it may not be cancelled except upon ten (10) days' written notice to the Association.

Such Owner shall pay for such fire and extended coverage insurance when required by the policy therefor, and if the Owner fails to obtain such fire and extended coverage insurance, or fails to pay such insurance premiums as required, the Association may (but shall not be obligated to) obtain such insurance and/or make such payments for such Owner, and the cost of such payments shall thereupon become a Special Assessment on the Owner's Assessable Unit.

From time to time the Association may require Owners to provide evidence of compliance with this Article.

ARTICLE VIII

CLUSTER COMMON AREA

The following property is hereby designated as Cluster Common Area, as defined in Article I, Section 5 of the Declaration, for the benefit of Normandy Crossing Cluster:

(See Exhibit B)

ARTICLE IX

GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of the Supplementary Declaration shall run with and bind the land for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive period of twenty-five (25) years, unless at the expiration of any such period the covenants and restrictions are expressly terminated by an instrument signed by the Owners of at least seventy-five percent (75%) of the Lots in Normandy Crossing Cluster. A termination must be recorded among the Land Records of Montgomery County, Maryland to become effective.

Section 2. Amendment. This Supplementary Declaration may be amended at any time by an instrument signed by the Class C Member, if any, and by the Owners of at least seventy-five percent (75%) of the Lots in Normandy Crossing Cluster, provided however, that the Developer shall not amend or remove this Declaration without the consent of Longmead Crossing Community Services Association, Inc. and an Owner, other than Developer, of at least one (1) Lot in Normandy Crossing Cluster. Any amendment must be recorded among the Land Records of Montgomery County, Maryland to become effective.

As long as the Class C membership exists, amendment of this Supplementary Declaration requires the approval of the Federal Mortgage Agencies, should they have an interest in the Properties in Normandy Crossing Cluster. Nothing herein shall modify the provision of the Declaration with respect hereto.

Section 3. Construction and Enforcement. The provisions hereof shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of the Normandy Crossing Cluster and the community of Longmead Crossing. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain, enjoin violation or to recover damages, or both, against any Lot to enforce the lien created hereby; and the failure or forebearance by the association or the Owner of any Lot to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter, nor shall any such failure be the basis for claim for damages or otherwise against the Developer, its successors and assigns. Furthermore, in the event of claim or demand against the Developer for such failure, the Association shall indemnify and hold the Developer harmless from any expenses, including reasonable attorneys' fees for its defense.

The provisions hereof may be enforced, without limitation, by the Association, by any Owner within Normandy Crossing Cluster, or any mortgagee of any Lot which becomes subject

to the provisions hereof, and by any other person, firm, corporation or other legal entity who has any right to the use of any of the Common Area and community facilities owned by the Association, including, against without limitation, any person, firm, corporation or other legal entity who has any right to the use of any of the streets or roadways owned by the Association.

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 cannot be adequately remedied by action of law or exclusively by recovery of damages.

Section 4. 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 5. Consent of The Maryland-National Capital Park and Planning Commission. 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 The Maryland-National Capital Park and Planning Commission:

(a) abandon, partition, subdivide, encumber, sell or transfer any of the common areas and 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

(b) abandon or terminate this Declaration; or

(c) modify or amend any material or substantive provision of this Declaration or the By-Laws of the Association.

(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 as provided in the 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 6. Terms and Definitions. The terms used herein shall have the same meaning and definition as set forth in the DECLARATION AND COVENANTS AND RESTRICTIONS OF LONGMEAD CROSSING. The captions contained herein are for convenience only and are not a part of this Supplementary Declaration and are not intended in any way to limit or enlarge the terms and provisions of this Supplementary Declaration. Whenever the context so requires, the male shall include all genders and the singular shall include the plural.

Section 7. Contravention. Nothing contained herein shall be construed as altering, amending or vacating the provisions of the Code of Montgomery County, Maryland, which shall have full force and effect on all property subject to this Supplementary Declaration.

IN WITNESS WHEREOF, LONGMEAD CROSSING LIMITED PARTNERSHIP has caused this Supplementary Declaration of

Covenants and Restrictions to be signed in its corporate name by POTOMAC INVESTMENT ASSOCIATES LIMITED PARTNERSHIP, its General Partner and does hereby acknowledge and deliver these presents as its act and deed.

IN WITNESS WHEREOF, the said Pulte Home Corporation, a corporation organized and existing under the laws of the State of Michigan has, on the day and year first above written caused these presents to be executed in its corporate name by John G. Brinjak, its Division Vice President, and does hereby appoint the said John G. Brinjak as its true and lawful attorney-in-fact to acknowledge and deliver these presents as its act and deed.

PULTE HOME CORPORATION

By: _____
John G. Brinjak
Division Vice President

LONGMEAD CROSSING LIMITED PARTNERSHIP

By: POTOMAC INVESTMENT ASSOCIATES LIMITED PARTNERSHIP

ATTEST:

Julie K. Hassinger
Julie K. Hassinger

By: _____
A. M. Natelli
General Partner

STATE OF MARYLAND :
: SS:
COUNTY OF MONTGOMERY :

On this 24th day of December, 1987, before me, a Notary Public, appeared A. M. Natelli, who acknowledged himself to be a General Partner of Potomac

Investment Associates Limited Partnership, which partnership is a general partner of Longmead Crossing Limited Partnership and acknowledged that he executed the within instrument for the purposes therein contained.

Joan Jay Fellenz
Notary Public
Joan Jay Fellenz

My Commission Expires:
July 1, 1990

STATE OF MARYLAND)
)SS:
COUNTY OF

I HEREBY CERTIFY that on this 24th day of November, 1987, before me, the subscriber, a Notary Public in and for the jurisdiction aforesaid, personally appeared JOHN G. BRINJAK, who is personally well known to me to be the person named as Division Vice President in the foregoing Declaration, and by virtue of the authority vested in him by said instrument, acknowledged the same to be the act and deed of Pulte Home Corporation, and that he executed the same for the purposes contained therein.

WITNESS my hand and notarial seal the day and year first above written.

Louis S. Pettey
NOTARY PUBLIC
Montgomery County, MD.

Notary Public

My commission expires:
7-1-91

THIS IS TO CERTIFY that the within instrument was prepared by or under the supervision of the undersigned, an attorney duly admitted to practice before the Court of Appeals of Maryland.

Louis S. Pettey

EXHIBIT "B"

Parcel lettered "A" in Block lettered "L" in the subdivision known as "LONGMEAD" as per plat recorded in Plat Book 144, Plat No. 16514, among the Land Records of Montgomery County, Maryland, AND

Parcel lettered "B" in Block lettered "L" in the subdivision known as "LONGMEAD" as per plat recorded in Plat Book 144, Plat No. 16512, among the Land Records of Montgomery County, Maryland, AND

Parcel lettered "C" in Block lettered "L" in the subdivision known as "LONGMEAD" as per plat recorded in Plat Book 144, Plat No. 16549, among the Land Records of Montgomery County, Maryland, AND

Parcel lettered "D" in Block lettered "L" in the subdivision known as "LONGMEAD" as per plat recorded in Plat Book 144, Plat No. 16513, among the Land Records of Montgomery County, Maryland, AND

Parcel lettered "E" in Block lettered "L" in the subdivision known as "LONGMEAD" as per plat recorded in Plat Book 144, Plat No. 16510, among the Land Records of Montgomery County, Maryland, AND

Parcel lettered "F" in Block lettered "L" in the subdivision known as "LONGMEAD" as per plat recorded in Plat Book 144, Plat No. 16508, among the Land Records of Montgomery County, Maryland. AND ALSO

Parcel lettered "G" in Block lettered "L" in the subdivision known as "LONGMEAD" as per plat recorded in Plat Book 144, Plat No. 16509, among the Land Records of Montgomery County, Maryland.

PARCEL ID NOS. - Longmead Subdivision

BLOCK "L"

Lot	1 - 13-255-2712344	Lot	108 -#2712732	Parcel "A" - #2712903	
	2 355		109 743	"B"	333
	3 366		110 754	"D"	537
	4 377		111 765	"E"	322
	5 388		112 776	"F"	2711828
	6 390		113 787	"G"	2712093
	7 402		114 798	Parcel "C"	2719004
	8 413		115 801	Lot 62 - #13-255-2719015	
	9 424		116 812	63	026
	10 914		117 823	64	037
	11 925		118 834	65	048
	12 936		119 845	66	050
	13 947		120 856	67	061
	14 958		121 867	68	072
	15 960		122 878	69	083
	16 971		123 880	70	094
	17 982		124 891	71	106
	18 993		125 2712105	72	117
	19 2713007		126 116	73	128
	20 018		127 127	74	139
	21 020		128 138	75	140
	22 031		129 140	76	151
	23 042		130 151	77	162
	24 053		131 162	78	173
	25 064		132 173	79	184
	26 075		133 184	80	195
	27 086		134 195	81	208
	28 097		135 207	82	210
	29 100		136 218	83	221
	30 111		137 220	84	232
	31 122		138 231	85	243
	32 133		139 242	86	254
	33 144		140 253	87	265
	34 155		141 2711830	88	276
	35 166		142 841	89	287
	36 177		143 852	90	298
	37 2712435		144 863	91	301
	38 446		145 874	92	312
	39 457		146 885	93	323
	40 468		147 896	94	334
	41 470		148 908	95	345
	42 481		149 910	96	356
	43 492		150 921	97	367
	44 504		151 932	98	378
	45 515		152 943	99	389
	46 526		153 954	100	391
	47 548		154 965	101	403
	48 550		155 976	102	414
	49 561		156 987	103	425
	50 572		157 998		
	51 583		158 2712003	Title Insurer: Security Title Guarantee Corp.	
	52 594		159 014		
	53 606		160 025		
	54 617		161 036	Developers: 806 W. Diamond Ave Gaithersburg, MD 20878	
	55 628		162 047		
	56 630		163 058		
	57 641		164 060	Pulte: 11120 New Hampshire Avenue Silver Spring, MD 20904	
	58 652		165 071		
	59 663		166 082		
	60 674		167 264		
	61 685		168 275		
	104 696		169 286		
	105 708		170 297		
	106 710		171 300		
	107 721		172 311		

PARCEL ID NOS. - Longmead Subdivision

BLOCK "L"

Lot ✓1 15001 - 13-255-2712344	Lot 108 -#2712732	Parcel "A" - #2712903
2 355	109 743	"B" 333
3 366	110 754	"D" 537
4 377	111 765	"E" 322
5 388	112 776	"F" 2711828
✓6 15013 390	113 787	✓"G" 2712093
7 402	114 798	Parcel "C" 2719004
✓8 15017 413	115 801	Lot 62 - #13-255-2719015
9 424	116 812	63 026
10 914	117 823	64 037
11 925	118 834	65 048
12 936	119 845	66 050
13 947	120 856	67 061
14 958	121 867	68 072
15 960	122 878	69 083
16 971	123 880	70 094
17 982	124 891	71 106
18 993	125 2712105	72 117
19 2713007	126 116	73 128
20 018	127 127	74 139
✓21 15062 020	128 138	75 140
22 031	129 140	76 151
✓23 15058 042	130 151	77 162
24 053	131 162	78 173
25 064	132 173	79 184
26 075	133 184	80 195
✓27 15042 086	134 195	81 208
✓28 15046 097	135 207	82 210
29 100	136 218	83 221
✓30 15054 111	137 220	84 232
31 122	138 231	85 243
32 133	139 242	86 254
33 144	140 253	87 265
34 155	141 2711830	88 276
35 166	142 841	89 287
36 177	143 852	90 298
37 2712435	144 863	91 301
38 446	145 874	92 312
39 457	146 885	93 323
✓40 15018 468	147 896	94 334
✓41 15014 470	148 908	95 345
42 481	149 910	96 356
43 492	150 921	97 367
44 504	151 932	98 378
45 515	152 943	99 389
46 526	153 954	100 391
47 548	154 965	101 403
48 550	155 976	102 414
49 561	156 987	103 425
50 572	157 998	
51 583	158 2712003	
52 594	159 014	
53 606	160 025	
54 617	161 036	
55 628	162 047	
56 630	163 058	
57 641	164 060	
58 652	165 071	
59 663	166 082	
60 674	167 264	
61 685	168 275	
104 696	169 286	
105 708	170 297	
106 710	171 300	
107 721	172 311	

Title Insurer: Security Title Guarantee Corp.

Developers: 806 W. Diamond Ave
Gaithersburg, MD 20878

Pulte: 11120 New Hampshire Avenue
Silver Spring, MD 20904

LIBER 8189 FOLIO 094

12:SDLON1-14
02/25/88:ceb

MAY 4 1988

SUPPLEMENTARY DECLARATION OF
COVENANTS AND RESTRICTIONS

THIS SUPPLEMENTARY DECLARATION is made this 2nd day of MARCH, 1988, by LONGMEAD CROSSING LIMITED PARTNERSHIP, and PULTE HOME CORPORATION, A Michigan Corporation, hereinafter collectively called "Developer".

WHEREAS, Developer is the Owner of the real property described in this Supplementary Declaration; and

WHEREAS, Developer intends that the property described herein shall become subject to the DECLARATION OF COVENANTS AND RESTRICTIONS OF LONGMEAD CROSSING and also become subject to the provisions hereinafter set forth;

NOW THEREFORE, Developer hereby declares that all of the Properties described herein, together with such additions as may hereafter be made thereto as provided in Article II, shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens set forth in the DECLARATION OF COVENANTS AND RESTRICTIONS OF LONGMEAD CROSSING, dated the 27th day of December, 1983, and recorded in LIBER 6270 at Folio [illegible], among the Land Records of Montgomery County, Maryland, subject to the covenants, restrictions, easements, charges and liens set forth hereinafter. The Cherry Leaf Manor Cluster shall be part of the Homecrest Neighborhood Service District.

RTX
TRANS
AMOUNT
MISC II
PAGES
PAGES
PAGES
PARCEL ID
CHECK
PARCEL ID
SUBTOTAL
CASH

ARTICLE I

CLUSTER DESIGNATION

The following described property is hereby designated as a Cluster of the Longmead Crossing Community Services

Association, Inc., hereinafter referred to as the "Association", and shall be known as Cherry Leaf Manor Cluster: (See Exhibit A)

ARTICLE II

PROPERTY SUBJECT TO THIS SUPPLEMENTARY DECLARATION

Section 1. Existing Property. The aforedescribed real property is, and shall be held, transferred, sold, conveyed and occupied subject to this Supplementary Declaration.

Section 2. Additions to Existing Property. All or any part of the Properties described in the Development Plan, or land which is contiguous thereto, may be added to this Cluster by the Developer, without the consent of the Owners, within five (5) years of the date of this instrument, by the filing of record of a Supplementary Declaration with respect to such land which designates it as part of the Cluster and by filing with the Association the plat and plans for such addition. For this purpose, contiguous shall mean adjacent to, or both sides of an area dedicated to public use.

ARTICLE III

CLUSTER ASSESSMENTS

Section 1. Purpose. Cluster Assessments shall be used exclusively for the purpose of providing services which are necessary or desirable for the health, safety, and welfare of the Members within the Cluster. Such services may include: maintenance and operation of any Cluster Common Area as described and designated in the Governing Documents, including maintenance of streets or roads constructed on the Cluster Common Area, providing services to the Living Units,

such as trash removal and setting aside reserves for working capital, future repair and replacement of capital improvements to be constructed or maintained through the Cluster Assessment, including those streets constructed on the Cluster Common Area. A contribution to working capital to be used for initial set-up, organizational and such other purposes as the Board of Trustees may determine may be assessed by the Association and levied at the settlement of the conveyance of Lots to any entity, other than a Builder, not to exceed $75.00 per Living Unit. Except as may be specifically provided for in the Declaration, or the Supplementary Declaration, it is not contemplated that the Association shall have any responsibility for the maintenance or repair of the dwellings or their appurtenances and the responsibility and duties of the Association for maintenance and repairs shall be limited to the Common Areas and community facilities, except as provided herein. The Owner of any Living Unit shall, at his own expense, maintain his Lot and dwelling, and any and all appurtenances thereto, in good order, condition and repair and in a clean, sightly and sanitary condition at all times.

Section 2. Basis of Assessment. The basis for the Cluster Assessment shall be the same as for the Annual General Assessment, as set forth in the Declaration.

Section 3. Maximum Cluster Assessment. Until the first day of the fiscal year following commencement of assessments in the Cluster, the maximum annual Cluster Assessment shall be Six Hundred Dollars ($600.00), per Living Unit.

Section 4. Change in Maximum. From and after the first day of the fiscal year immediately following the commencement of Cluster Assessments in the Cluster:

(a) The Board of Trustees may increase the maximum each year by the greater of: (1) a factor of not more than ten percent (10%) of the maximum for the current fiscal year plus the amount by which any ad valorem real estate taxes and casualty and other insurance premiums payable by the Association with respect to the Cluster have increased over amounts payable for the same or similar items for the previous year; or (2) the percentage increase, if any, over the twelve (12) month period ending five (5) months prior to the start of the fiscal year, in the Consumer Price Index, or equivalent, as published by the U.S. Labor Department for the Metropolitan Washington Area; such increase shall become effective the first day of the next year.

(b) The maximum may be increased above the amount which can be set by the Board with the affirmative vote of at least two-thirds (2/3) of the votes of the membership of the Cluster in a meeting in which a Quorum of Owners who own lots in the Cluster is present.

Section 5. Method of Assessment. The assessments shall be levied by the Association against Assessable Units in the Cluster, and collected and disbursed by the Association. As provided in the Declaration, by a vote of at least two-thirds (2/3) of the Trustees, the Board shall fix the annual Cluster Assessment and the date(s) such assessments become due, with the advise of the Owners of Assessable Units in the Cluster. Written notice of the annual assessment shall be sent to every Owner of an Assessable Unit subject thereto.

ARTICLE IV

PROTECTIVE COVENANTS

Section 1. Completion of Structures. The exterior of any new structure and the grounds related thereto must be substantially completed in accordance with the plans and specifications approved by the Architectural Review Board within eighteen (18) months after construction of the same shall have commenced, except that said Board may grant extensions where such completion is impossible or is the result of matters beyond the control of the Owner or Builder, such as strikes, casualty losses, national emergencies or acts of God.

Section 2. Residential Use. All Lots and Living Units designated for residential use shall be used, improved and devoted exclusively to residential use, except home professions may be pursued if permitted by Montgomery County, Maryland. Nothing herein shall be deemed to prevent an Owner from leasing a Living Unit to a Single Family, provided such lease shall be in writing and subject to all of the provisions of the Governing Documents with any failure by a lessee to comply with the terms of the Governing Documents constituting a default under the lease.

Section 3. Vehicles. No portion of the property subjected hereto shall be used for the repair of motor vehicles. Use and storage of all vehicles and recreational equipment upon the common Area and Lots or upon any street, public or private, adjacent thereto shall be subject to rules promulgated by the Board of Trustees as provided herein;

(a) All motor vehicles including, but not limited to, trail bikes, motorcycles, dune buggies and snowmobiles shall be driven only upon paved streets and parking lots. No motor vehicles shall be driven on pathways or Common Areas, except such vehicles as are authorized by the Association as needed to maintain, repair or improve the Common Area. This prohibition shall not apply to normal vehicular use of designated streets and lanes constructed on the Common Area.

(b) No motorcycle, trail bike, dune buggy, snowmobile, moped, commercial vehicle, junk vehicle, van, private truck, trailer, camper, boat or recreational vehicle, whether or not licensed as a Class A motor vehicle, and no unlicensed motor vehicle of any type shall be parked on any part of the property except on a temporary or non-recurring basis, or in garages or screened enclosures, or in areas designated by the Association for such parking. Provided, however, that the Book of Resolutions may provide specific exception to the above restrictions for certain types or classes of vehicles.

Section 4. Pets. Subject to limitations as may from time to time be set by the Association, no more than two (2) generally recognized house or yard pets in reasonable numbers, may be kept and maintained on a Lot or in a Living Unit, provided such pets are not kept or maintained for commercial purposes. All pets must be kept under the control of their owner when they are outside of the Lot and must not become a nuisance to other residents.

Section 5. Clothes Drying Equipment. No external clothes lines or other clothes drying apparatus shall be permitted on any Lot, except as approved in writing by the Architectural Review Board.

Section 6. Antennae. Exterior television or other antennae are prohibited, except as approved in writing by the Architectural Review Board.

Section 7. Trash Receptacles. Storage, collection and disposal of trash shall be in compliance with rules set by the Architectural Review Board.

Section 8. Trash Burning. Trash, leaves and other similar material shall not be burned without the prior written consent of the Association.

Section 9. Signs. No signs of any type shall be displayed to public view on any Lot or the Common Area without the prior written consent of the Architectural Review Board, except customary name and address signs meeting established Architectural Review Board standards.

Section 10. Mailboxes and Newspaper Tubes. Only mailboxes and newspaper tubes meeting the design standards of the Association shall be permitted.

Section 11. Fences and Walls. No fence, wall, tree, hedge or shrub planting shall be erected or maintained in such a manner as to obstruct sight lines for vehicular traffic. All fences or enclosures must be approved by the Architectural Review Board as to location, material and design. Provided, however that the type and location of any fence must conform in all respects to the restrictions imposed by the "Fence Plan" attached hereto as Exhibit C which is incorporated in its entirety herein by this reference. Any fence or wall built on any of the Lots shall be maintained in a proper manner so as not to detract from the value and desirability of surrounding property.

Section 12. Nuisances. No noxious or offensive activity shall be carried on upon any portion of the property subject hereto, nor shall anything be done thereon that may be or become a nuisance or annoyance to the Cluster.

Section 13. Lighting. No exterior lighting shall be directed outside the boundaries of a Lot.

Section 14. Vegetation. No live trees with a diameter in excess of four inches (4"), measured twelve inches (12") above ground, nor trees in excess of two inches (2") in diameter, similarly measured, which are generally known as Flowering trees (such as dogwood or redbud) or as broad leaf evergreens (such as holly, laurel or rhododendron), may be cut without prior approval of the Architectural Review Board. The Association shall set rules for cutting of trees to allow for selective clearing or cutting.

Section 15. Rules. From time to time the Board of Trustees shall adopt rules, including but not limited to, rules to implement the provisions of this Article and such rules as are required herein. Such rules may be adopted or amended by a majority vote of the Board of Trustees, following a public hearing for which due notice has been provided to Members. All such rules and any subsequent amendments thereto shall be placed in the Book of Resolutions and shall be binding on all Members, except where expressly provided otherwise in such rules.

Section 16. Exceptions. The Board of Trustees may issue temporary permits to except any prohibitions expressed or implied by this Article, provided the Board can show good cause and acts in accordance with adopted guidelines and procedures.

So long as PULTE HOME CORPORATION is engaged in developing or improving any portion of the Properties, such persons or entities shall be exempt from the provisions of this Article affecting movement and storage of building materials, equipment, and motor vehicles, erection and maintenance of directional and promotional signs and conduct of sales activities, including maintenance of model Living Units having approval of the Architectural Review Board. Such exemption shall be subject to such rules as may be established by the Developer to maintain reasonable standards of safety, cleanliness and general appearance of the Properties.

ARTICLE V

CLUSTER COMMON AREA

The following property is hereby designated as Cluster Common Area, as defined in Article I, Section 5 of the Declaration, for the benefit of Cherry Leaf Manor Cluster:

(See Exhibit B)

ARTICLE VI

GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of the Supplementary Declaration shall run with and bind the land for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive period of twenty-five (25) years, unless at the expiration of any such period the covenants and restrictions are expressly terminated by an instrument signed by the Owners of at least seventy-five

percent (75%) of the Lots in Cherry Leaf Manor Cluster. A termination must be recorded among the Land Records of Montgomery County, Maryland to become effective.

Section 2. Amendment. This Supplementary Declaration may be amended at any time by an instrument signed by the Class C Member, if any, and by the Owners of at least seventy-five percent (75%) of the Lots in Cherry Leaf Manor Cluster, provided however, that the Developer shall not amend or remove this Declaration without the consent of Longmead Crossing Community Services Association, Inc. and an Owner, other than Developer, of at least one (1) Lot in Cherry Leaf Manor Cluster. Any amendment must be recorded among the Land Records of Montgomery County, Maryland to become effective.

As long as the Class C membership exists, amendment of this Supplementary Declaration requires the approval of the Federal Mortgage Agencies, should they have an interest in the Properties in Cherry Leaf Manor Cluster. Nothing herein shall modify the provision of the Declaration with respect hereto.

Section 3. Construction and Enforcement. The provisions hereof shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of the Cherry Leaf Manor Cluster and the community of Longmead Crossing. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain, enjoin violation or to recover damages, or both, against any Lot to enforce the lien created hereby; and the failure or

forebearance by the association or the Owner of any Lot to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter, nor shall any such failure be the basis for claim for damages or otherwise against the Developer, its successors and assigns. Furthermore, in the event of claim or demand against the Developer for such failure, the Association shall indemnify and hold the Developer harmless from any expenses, including reasonable attorneys' fees for its defense.

The provisions hereof may be enforced, without limitation, by the Association, by any Owner within Cherry Leaf Manor Cluster, or any mortgagee of any Lot which becomes subject to the provisions hereof, and by any other person, firm, corporation or other legal entity who has any right to the use of any of the Common Area and community facilities owned by the Association, including, against without limitation, any person, firm, corporation or other legal entity who has any right to the use of any of the streets or roadways owned by the Association.

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 cannot be adequately remedied by action of law or exclusively by recovery of damages.

Section 4. 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 5. Consent of The Maryland-National Capital Park and Planning Commission. 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 The Maryland-National Capital Park and Planning Commission:

(a) abandon, partition, subdivide, encumber, sell or transfer any of the common areas and 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

(b) abandon or terminate this Declaration; or

(c) modify or amend any material or substantive provision of this Declaration or the By-Laws of the Association.

(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 as provided in the 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 6. Terms and Definitions. The terms used herein shall have the same meaning and definition as set forth in the DECLARATION AND COVENANTS AND RESTRICTIONS OF LONGMEAD CROSSING. The captions contained herein are for

convenience only and are not a part of this Supplementary Declaration and are not intended in any way to limit or enlarge the terms and provisions of this Supplementary Declaration. Whenever the context so requires, the male shall include all genders and the singular shall include the plural.

Section 7. Contravention. Nothing contained herein shall be construed as altering, amending or vacating the provisions of the Code of Montgomery County, Maryland, which shall have full force and effect on all property subject to this Supplementary Declaration.

IN WITNESS WHEREOF, LONGMEAD CROSSING LIMITED PARTNERSHIP has caused this Supplementary Declaration of Covenants and Restrictions to be signed in its corporate name by POTOMAC INVESTMENT ASSOCIATES LIMITED PARTNERSHIP, its General Partner and does hereby acknowledge and deliver these presents as its act and deed.

IN WITNESS WHEREOF, the said Pulte Home Corporation, a corporation organized and existing under the laws of the State of Michigan has, on the day and year first above written caused these presents to be executed in its corporate name by John G. Brinjak, its Division Vice President, and does hereby appoint the said John G. Brinjak as its true and lawful attorney-in-fact to acknowledge and deliver these presents as its act and deed.

ATTEST:

Robert M. Cohen
Secretary

PULTE HOME CORPORATION

By: _____
John G. Brinjak
Division Vice President

LONGMEAD CROSSING LIMITED PARTNERSHIP

By: POTOMAC INVESTMENT ASSOCIATES LIMITED PARTNERSHIP

ATTEST:

Julie K. Hassinger

By: _____

General Partner

STATE OF MARYLAND :
: SS:
COUNTY OF MONTGOMERY :

On this 9th day of MARCH, 1988, before me, a Notary Public, appeared A. M. NATELLI, who acknowledged himself to be a General Partner of Potomac Investment Associates Limited Partnership, which partnership is a general partner of Longmead Crossing Limited Partnership and acknowledged that he executed the within instrument for the purposes therein contained.

Notary Public

My Commission Expires:
July 1, 1990

STATE OF MARYLAND)
)SS:
COUNTY OF MONTGOMERY

I HEREBY CERTIFY that on this 2ND day of MARCH, 1988, before me, the subscriber, a Notary Public in and for the jurisdiction aforesaid, personally appeared JOHN G. BRINJAK, who is personally well known to me to be the person named as Division Vice President in the foregoing Declaration, and by virtue of the authority vested in him by said instrument, acknowledged the same to be the act and deed of Pulte Home Corporation, and that he executed the same for the purposes contained therein.

WITNESS my hand and notarial seal the day and year first above written.

Notary Public

My commission expires:
July 1, 1990

THIS IS TO CERTIFY that the within instrument was prepared by or under the supervision of the undersigned, an attorney duly admitted to practice before the Court of Appeals of Maryland.

Louis S. Pettey

EXHIBIT "A"

Lots numbered One (1) through and Nine (9) in Block lettered "I" in the subdivision known as "LONGMEAD" as per plat recorded in Plat Book 144, Plat No. 16569, among the Land Records of Montgomery County, Maryland, AND

Lots numbered One Hundred Sixty-five (165) through and including One Hundred Seventy-four (174) in Block lettered "F" in the subdivision known as "LONGMEAD" as per plat recorded in Plat Book 144 , Plat No. 16570 , among the Land Records of Montgomery County, Maryland, AND

Lots numbered One Hundred Fifty-three (153) through and including One Hundred Fifty-nine (159) in Block lettered "F" in the subdivision known as "LONGMEAD" as per plat recorded in Plat Book 144 , Plat No. 16568 , among the Land Records of Montgomery County, Maryland, AND

Lots numbered One (1) through and including Three (3) and Parcels lettered "A" and "B" in Block lettered "J" in the subdivision known as "LONGMEAD" as per plat recorded in Plat Book 144 , Plat No. 16571 , among the Land Records of Montgomery County, Maryland, AND ALSO

Lots numbered One Hundred Fifty-one (151) and One Hundred Fifty-two (152) and Lots numbered One Hundred Sixty (160) through and including One Hundred Sixty-four (164) in Block lettered "F" in the subdivision known as "LONGMEAD" as per plat recorded in Plat Book 144 , Plat No. 16572 , among the Land Records of Montgomery County, Maryland.

EXHIBIT "B"

NO PROPERTY CONTEMPLATED AT THIS TIME.

3 lots

Parcel ID Nos.

Lot 1 (J) - #13-255-2723325	
2	336
3	347
Lot 1 (I) - #13-255-2723108	
2	110
3	121
4	132
5	143
6	154
7	165
8	176
9	187
Lot 151 (F) - #13-255-2723358	
152	360
153	030
154	041
155	052
156	063
157	074
158	085
159	096
160	371
161	382
162	393
163	405
164	416
165	201
166	212
167	223
168	234
169	245
170	256
171	267
172	278
173	280
174	291

Pulte Home Corporation
11120 New Hampshire Avenue
Silver Spring, Maryland 20904

Longmead Crossing Limited Partnership
806 W. Diamond Avenue
Gaithersburg, Maryland 20878

Title Insurer: N/A

LIBER 8189 FOLIO 110

PM3:SDLONG1-12
04/08/88:ceb

SUPPLEMENTARY DECLARATION OF
COVENANTS AND RESTRICTIONS
(Longmead Crossing Condominium)

THIS SUPPLEMENTARY DECLARATION is made this 10th day of APRIL, 1988, by LONGMEAD CROSSING LIMITED PARTNERSHIP, and PULTE HOME CORPORATION, A Michigan Corporation, hereinafter collectively called "Developer".

1988 APR 15 AM 11:57
FILED
HOWARD M. SMITH
CLERKS OFFICE

WHEREAS, Developer is the Owner of the real property described in this Supplementary Declaration; and

WHEREAS, Developer intends that the property described herein shall become subject to the DECLARATION OF COVENANTS AND RESTRICTIONS OF LONGMEAD CROSSING and also become subject to the provisions hereinafter set forth;

NOW THEREFORE, Developer hereby declares that all of the Properties described herein, together with such additions as may hereafter be made thereto as provided in Article II, shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens set forth in the DECLARATION OF COVENANTS AND RESTRICTIONS OF LONGMEAD CROSSING, dated the 27th day of December, 1983, and recorded in LIBER 6270 at Folio 725, among the Land Records of Montgomery County, Maryland, subject to the covenants, restrictions, easements, charges and liens set forth hereinafter. The LONGMEAD CROSSING CONDOMINIUM Cluster shall be part of the Homecrest Neighborhood Service District.

ARTICLE I

CLUSTER DESIGNATION

The property described on Exhibit "A" attached hereto is hereby designated as a Cluster of the Longmead Crossing

Community Services Association, Inc., hereinafter referred to as the "Association", and shall be known as the Longmead Crossing Condominium Cluster. The said property is now or shall be subjected to a Declaration of Covenants and Bylaws establishing the Council of Unit Owners of Longmead Crossing Condominium (the "Condominium Association") which Declaration and Bylaw shall contain other covenants, restrictions and conditions governing the use of the property.

ARTICLE II

PROPERTY SUBJECT TO THIS SUPPLEMENTARY DECLARATION

Section 1. Existing Property. The aforedescribed real property is, and shall be held, transferred, sold, conveyed and occupied subject to this Supplementary Declaration.

Section 2. Additions to Existing Property. All or any part of the Properties described in the Development Plan, or land which is contiguous thereto, may be added to this Cluster by the Developer, without the consent of the Owners, within five (5) years of the date of this instrument, by the filing of record of a Supplementary Declaration with respect to such land which designates it as part of the Cluster and by filing with the Association the plat and plans for such addition. For this purpose, contiguous shall mean adjacent to, or both sides of an area dedicated to public use.

ARTICLE III

CLUSTER ASSESSMENTS

Section 1. Purpose. Cluster Assessments shall be used exclusively for the purpose of providing services which are necessary or desirable for the health, safety, and welfare

of the Members within the Cluster. Such services may include: maintenance and operation of any Cluster Common Area as described and designated in the Governing Documents, including maintenance of streets or roads constructed on the Cluster Common Area, providing services to the Living Units, such as trash removal and setting aside reserves for working capital, future repair and replacement of capital improvements to be constructed or maintained through the Cluster Assessment, including those streets constructed on the Cluster Common Area. A contribution to working capital to be used for initial set-up, organizational and such other purposes as the Board of Trustees may determine may be assessed by the Association and levied at the settlement of the conveyance of Lots to any entity, other than a Builder, not to exceed $75.00 per Living Unit. Except as may be specifically provided for in the Declaration, or the Supplementary Declaration, it is not contemplated that the Association shall have any responsibility for the maintenance or repair of the dwellings or their appurtenances and the responsibility and duties of the Association for maintenance and repairs shall be limited to the Common Areas and community facilities, except as provided herein. The Owner of any Living Unit shall, at his own expense, maintain his Lot and dwelling, and any and all appurtenances thereto, in good order, condition and repair and in a clean, sightly and sanitary condition at all times.

Section 2. Basis of Assessment. The basis for the Cluster Assessment shall be the same as for the Annual General Assessment, as set forth in the Declaration.

Section 3. Maximum Cluster Assessment. Until the first day of the fiscal year following commencement of assessments in the Cluster, the maximum annual Cluster Assessment shall be Four Hundred Eighty and no/100 Dollars ($480.00), per Living Unit.

Section 4. Change in Maximum. From and after the first day of the fiscal year immediately following the commencement of Cluster Assessments in the Cluster:

(a) The Board of Trustees may increase the maximum each year by the greater of: (1) a factor of not more than ten percent (10%) of the maximum for the current fiscal year plus the amount by which any ad valorem real estate taxes and casualty and other insurance premiums payable by the Association with respect to the Cluster have increased over amounts payable for the same or similar items for the previous year; or (2) the percentage increase, if any, over the twelve (12) month period ending five (5) months prior to the start of the fiscal year, in the Consumer Price Index, or equivalent, as published by the U.S. Labor Department for the Metropolitan Washington Area; such increase shall become effective the first day of the next year.

(b) The maximum may be increased above the amount which can be set by the Board with the affirmative vote of at least two-thirds (2/3) of the votes of the membership of the Cluster in a meeting in which a Quorum of Owners who own lots in the Cluster is present.

Section 5. Method of Assessment. The assessments shall be levied by the Association against Assessable Units in the Cluster, and collected and disbursed by the Association. As provided in the Declaration, by a vote of at least two-

thirds (2/3) of the Trustees, the Board shall fix the annual Cluster Assessment and the date(s) such assessments become due, with the advise of the Owners of Assessable Units in the Cluster. Written notice of the annual assessment shall be sent to every Owner of an Assessable Unit subject thereto.

ARTICLE IV

Protective Covenants

Declarant shall by Declaration of Condominium and Bylaws of the Longmead Crossing Condominium establish certain protective covenants, conditions and restrictions governing the property.

ARTICLE VI

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as part of the original construction of the Living Units upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, and the Declaration and Bylaws of Longmead Crossing Condominium the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Rights of Owners. The Owners of contiguous Lots who have a party wall or party fence shall both equally have the right to use such wall or fence, provided that such use by one Owner does not interfere with the use and enjoyment of same by the other Owner.

Section 3. Damage or Destruction. In the event that any party wall or party fence is damaged or destroyed (including deterioration from ordinary wear and tear and lapse of time):

(a) through the act of an Owner or any of his agents or guests or members of his family (whether or not such act is negligent or otherwise culpable), it shall be the obligation of such Owner to rebuild and repair the party wall or fence without cost to the other adjoining Lot Owners or Owner.

(b) other than by the act of an Owner, his agents, guests or family, it shall be the obligation of all Owners whose Lots adjoin such wall or fence to rebuild and repair such wall or fence at their joining and equal expense.

Notwithstanding any provision herein, there shall be no impairment of the structural integrity of any party wall without the prior consent of all Owners of any interest therein, whether by way of easement or in fee.

Section 4. Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 5. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

Section 6. Encroachment. If any portion of a party wall shall encroach upon any adjoining Lot or upon the Common Areas or community facilities by reason of the repair,

reconstruction, settlement or shifting of any building, or otherwise, a valid easement for the encroachment and for the maintenance of the same as long as the building stands, shall exist, to a maximum of one (1) foot over the adjacent lot.

ARTICLE VIII

CLUSTER COMMON AREA

The Cluster Common Area, as defined in Article I, Section 5 of the Declaration, for the benefit of: Longmead Crossing Condominium Cluster shall be the general common elements and limited common elements (if any) as shown on the plats of condominium and as defined in the Declaration and Bylaws of the Condominium Association.

ARTICLE IX

GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of the Supplementary Declaration shall run with and bind the land for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive period of twenty-five (25) years, unless at the expiration of any such period the covenants and restrictions are expressly terminated by an instrument signed by the Owners of at least seventy-five percent (75%) of the Lots in Longmead Crossing Condominium. A termination must be recorded among the Land Records of Montgomery County, Maryland to become effective.

Section 2. Amendment. This Supplementary Declaration may be amended at any time by an instrument signed by the

Class C Member, if any, and by the Owners of at least seventy-five percent (75%) of the Lots in Longmead Crossing Condominium Cluster, provided however, that the Developer shall not amend or remove this Declaration without the consent of Longmead Crossing Community Services Association, Inc. and an Owner, other than Developer, of at least one (1) Lot in Longmead Crossing Condominium Cluster. Any amendment must be recorded among the Land Records of Montgomery County, Maryland to become effective.

As long as the Class C membership exists, amendment of this Supplementary Declaration requires the approval of the Federal Mortgage Agencies, should they have an interest in the Properties in Longmead Crossing Condominium Cluster. Nothing herein shall modify the provision of the Declaration with respect hereto.

Section 3. Construction and Enforcement. The provisions hereof shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of the Longmead Crossing Condominium Cluster, the Longmead Crossing Condominium Association and the community of Longmead Crossing. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain, enjoin violation or to recover damages, or both, against any Lot to enforce the lien created hereby; and the failure or forebearance by the association or the Owner of any Lot to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter, nor shall any such failure be the basis for

claim for damages or otherwise against the Developer, its successors and assigns. Furthermore, in the event of claim or demand against the Developer for such failure, the Association shall indemnify and hold the Developer harmless from any expenses, including reasonable attorneys' fees for its defense.

The provisions hereof may be enforced, without limitation, by the Association, by any Owner within Longmead Crossing Condomium Cluster, or any mortgagee of any Lot which becomes subject to the provisions hereof, and by any other person, firm, corporation or other legal entity who has any right to the use of any of the Common Area and community facilities owned by the Association, including, against without limitation, any person, firm, corporation or other legal entity who has any right to the use of any of the streets or roadways owned by the Association.

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 cannot be adequately remedied by action of law or exclusively by recovery of damages.

Section 4. 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 5. Consent of The Maryland-National Capital Park and Planning Commission. 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 The Maryland-National

Capital Park and Planning Commission:

(a) abandon, partition, subdivide, encumber, sell or transfer any of the common areas and 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

(b) abandon or terminate this Declaration; or

(c) modify or amend any material or substantive provision of this Declaration or the By-Laws of the Association.

(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 as provided in the 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 6. Terms and Definitions. The terms used herein shall have the same meaning and definition as set forth in the DECLARATION AND COVENANTS AND RESTRICTIONS OF LONGMEAD CROSSING. The captions contained herein are for convenience only and are not a part of this Supplementary Declaration and are not intended in any way to limit or enlarge the terms and provisions of this Supplementary Declaration. Whenever the context so requires, the male

shall include all genders and the singular shall include the plural.

Section 7. Contravention. Nothing contained herein shall be construed as altering, amending or vacating the provisions of the Code of Montgomery County, Maryland, which shall have full force and effect on all property subject to this Supplementary Declaration.

IN WITNESS WHEREOF, LONGMEAD CROSSING LIMITED PARTNERSHIP has caused this Supplementary Declaration of Covenants and Restrictions to be signed in its corporate name by POTOMAC INVESTMENT ASSOCIATES LIMITED PARTNERSHIP, its General Partner and does hereby acknowledge and deliver these presents as its act and deed.

IN WITNESS WHEREOF, the said Pulte Home Corporation, a corporation organized and existing under the laws of the State of Michigan has, on the day and year first above written caused these presents to be executed in its corporate name by John G. Brinjak, its Division Vice President, and does hereby appoint the said John G. Brinjak as its true and lawful attorney-in-fact to acknowledge and deliver these presents as its act and deed.

PULTE HOME CORPORATION

By: _____
John G. Brinjak
Division Vice President

LONGMEAD CROSSING LIMITED PARTNERSHIP

By: POTOMAC INVESTMENT ASSOCIATES LIMITED PARTNERSHIP

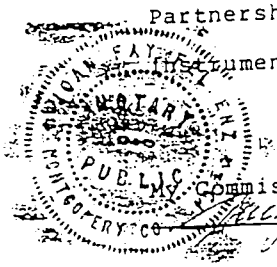
ATTEST:

By: _____
A. M. Natelli
General Partner

LIBER 8227 FOLIO 819

STATE OF MARYLAND :
: SS:
COUNTY OF MONTGOMERY :

On this 14th day of APRIL, 1988, before me, a Notary Public, appeared H. M. MATTEO, who acknowledged himself to be a General Partner of Potomac Investment Associates Limited Partnership, which partnership is a general partner of Longmead Crossing Limited Partnership and acknowledged that he executed the within instrument for the purposes therein contained.



Notary Public

My Commission Expires:
July 1, 1990

STATE OF MARYLAND)
)SS:
COUNTY OF MONTGOMERY)

I HEREBY CERTIFY that on this 14th day of APRIL, 1988, before me, the subscriber, a Notary Public in and for the jurisdiction aforesaid, personally appeared JOHN G. BRINJAK, who is personally well known to me to be the person named as Division Vice President in the foregoing Declaration, and by virtue of the authority vested in him by said instrument, acknowledged the same to be the act and deed of Pulte Home Corporation, and that he executed the same for the purposes contained therein.

WITNESS my hand and notarial seal the day and year first above written.

Notary Public

My commission expires:
7-1-90

THIS IS TO CERTIFY that the within instrument was prepared by or under the supervision of the undersigned, an attorney duly admitted to practice before the Court of Appeals of Maryland.



Louis S. Pettey

Dewberry & Davis

Architects
Engineers
Planners
Surveyors

804 West Diamond Avenue
Gaithersburg, MD 20877
301 948-8300

EXHIBIT "A"

JULY 17, 1987

DESCRIPTION OF PHASE ONE CONDOMINIUMS
SECTION 3B, LONGMEAD
THIRTEENTH (13TH) ELECTION DISTRICT
MONTGOMERY COUNTY, MARYLAND

Being part of the property known as Parcel A, Block K of Longmead subdivision as found recorded on a plat of the same in Plat Book 144 at Plat 16507 among the Land Records of Montgomery County, Maryland, being more particularly described as follows:

Beginning at a point on the southeast right-of-way line of Longmead Crossing Drive (70 foot wide) as dedicated in Plat Book 128 at Plat 14977 and in Plat Book 133 at Plat 15456 in said Land Records, also being on the North 34° 47' 46" West, 942.71 foot, plat line of said Plat 16507, 265.00 feet in a northwesterly direction from the southeast end of said line; thence with a portion of said line

1) North 34° 47' 46" West, 67.00 feet; thence across said Parcel A
2) North 55° 12' 14" East, 302.50 feet; thence
3) South 34° 47' 46" East, 133.37 feet; thence
4) South 62° 53' 07" East, 99.59 feet; thence
5) South 79° 10' 26" East, 124.36 feet to a point on the west right-of-way line of Normandy Crossing Drive (70 foot wide) as dedicated on said Plat 16507; thence with a portion of said right-of-way

DESCRIPTION OF PHASE ONE CONDOMINIUMS
SECTION 3B, LONGMEAD
THIRTEENTH (13TH) ELECTION DISTRICT
MONTGOMERY COUNTY, MARYLAND
JULY 17, 1987

6) Along the arc of a curve to the right, 80.02 feet, having a radius of 265.00 feet and a chord bearing and distance of South 11° 24' 01" West, 79.72 feet; thence across said Parcel A

7) North 56° 23' 14" West, 92.41 feet; thence

8) North 73° 47' 40" West, 136.39 feet; thence

9) South 55° 12' 14" West, 76.50 feet; thence

10) North 34° 47' 46" West, 18.00 feet; thence

11) South 55° 12' 14" West, 19.00 feet; thence

12) North 34° 47' 46" West, 40.00 feet; thence

13) South 55° 12' 14" West, 49.50 feet; thence

14) South 78° 11' 50" West, 123.84 feet to the point of beginning, containing 50,880 square feet or 1.16805 acres of land subject to conditions of record.

102/93/jf

Parcel ID No. 13-255-2711817

Pulte Home Corporation
11120 New Hampshire Avenue
Silver Spring, Maryland 20904

Longmead Crossing Limited Partnership
806 W. Diamond Avenue
Gaithersburg, Maryland 20878

Title Insurer: N/A

(6)

LIBER 8236 FOLIO 325

PL3:SDL1-4
04/19/88:ceb

1988 APR 22 AM 9:52
FILED
EDWARD M. SMITH
CLERK'S OFFICE

SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS
(Longmead Crossing)

THIS DECLARATION, made this 20th day of April, 1988, by PULTE HOME CORPORATION, a corporation organized and existing under the laws of the State of Michigan and LONGMEAD CROSSING LIMITED PARTNERSHIP, A Maryland Limited Partnership, hereinafter collectively called "Declarant".

W I T N E S S E T H:

WHEREAS, the Declarant is the owner of real property described herein and desires to create thereon a residential community with permanent common areas and community facilities for the benefit of said community; and

WHEREAS, Declarant, has heretofore imposed certain covenants and conditions upon certain other real property by Declaration recorded December 28, 1983 in Liber 6270 at folio 725 and by numerous Supplementary Declarations heretofore recorded among the Land Records of Montgomery County, Maryland; and

WHEREAS, Declarant deems it desirable to extend the scheme of covenants and restrictions set forth in the Declaration aforesaid unto additional of its properties, in accordance with Article II, Section 2 of the Declaration aforesaid;

NOW, THEREFORE, Declarant hereby declares as follows:

1. All the terms and conditions of the Declaration aforesaid are hereby imposed upon the real property hereinafter described and Declarant hereby declares that said real property is and shall be held, conveyed, hypothecated, or encumbered, sold, leased, rented, used,

occupied, and improved subject to the covenants, restrictions, easements, charges and liens set forth in the aforesaid Supplementary Declaration as amended, just as if all said covenants and restrictions were fully set forth herein.

2. The real property subject to this Supplementary Declaration of Covenants and Restrictions is described on Exhibit "A", attached hereto and incorporated herein by this reference.

3. Except as hereinabove modified and amended, the terms and conditions set forth in the aforesaid Declaration of Covenants and Restrictions are hereby ratified and confirmed.

IN WITNESS WHEREOF, the said PULTE HOME CORPORATION, a Delaware corporation, by CAROL S. FITZGERALD, Division Vice President, has on this 20th day of APRIL, 1988, caused these presents to be executed by CAROL S. FITZGERALD, its Division Vice President, and does hereby constitute and appoint said CAROL S. FITZGERALD its true and lawful attorney-in-fact to acknowledge and deliver these presents as the act and deed of said PULTE HOME CORPORATION.

PULTE HOME CORPORATION

By Carol Fitzgerald
Carol S. Fitzgerald, Vice President
Maryland Division
Attorney in Fact of Pulte
Home Corporation

STATE OF MARYLAND)
) SS:
COUNTY OF MONTGOMERY)

I HEREBY CERTIFY that on this 20th day of APRIL, 1988, before me, the subscriber, a Notary Public in and for

the State aforesaid and County of Montgomery personally appeared CAROL S. FITZGERALD, who is personally known to me to be the Division Vice President of PULTE HOME CORPORATION, and the person named as attorney-in-fact in the foregoing Supplementary Declaration, and by virtue of the authority vested by said instrument, acknowledge the same to be the act and deed of PULTE HOME CORPORATION and that the same was executed for the purposes therein contained.

WITNESS my hand and notarial seal.

Steven M. Baldwin
Notary Public
STEVEN M. BALDWIN

My Commission Expires: JULY 1, 1990

I HEREBY CERTIFY that the within Supplementary Declaration was prepared by the undersigned, a member of good standing of the Bar of the Court of Appeals of Maryland.

Louis S. Pettey

IN WITNESS WHEREOF, LONGMEAD CROSSING LIMITED PARTNERSHIP has caused this Supplementary Declaration of Covenants and Restrictions to be signed in its name by POTOMAC INVESTMENT ASSOCIATES LIMITED PARTNERSHIP, its General Partner and does hereby acknowledge and deliver these presents as its act and deed.

LONGMEAD CROSSING LIMITED PARTNERSHIP

By: POTOMAC INVESTMENT ASSOCIATES LIMITED PARTNERSHIP

ATTEST:

Joan Fay Fellonz
Joan Fay Fellonz

By: _____
W. C. Colona
General Partner

STATE OF MARYLAND)
) SS:
COUNTY OF MONTGOMERY)

On this 21st day of April, 1988, before me, a Notary Public, appeared W. C. Colona, who acknowledged himself to be a General Partner of Potomac Investment Associates Limited Partnership, which partnership is a general partner of Longmead Crossing Limited Partnership and acknowledged that he executed the within instrument for the purposes therein contained.

Joan Fay Fellonz
Notary Public
Joan Fay Fellonz

My Commission Expires:

7-1-90

Dewberry & Davis

EXHIBIT "A"

Architects
Engineers
Planners
Surveyors

804 West Diamond Avenue
Gaithersburg, MD 20877
301 948-8300

JULY 17, 1987

DESCRIPTION OF PHASE TWO CONDOMINIUMS
SECTION 38, LONGMEAD
THIRTEENTH (13TH) ELECTION DISTRICT WHEATON
MONTGOMERY COUNTY, MARYLAND

Being part of Parcel A, Block K of Longmead subdivision as found recorded on a plat of the same in Plat Book 144 at Plat 16507 among the land records of Montgomery County, Maryland, being more particularly described as follows:

Beginning at a point on the southeast right-of-way line of Longmead Crossing Drive (70 foot wide) as dedicated in Plat Book 128 at Plat 14977 and in Plat Book 133 at Plat 15456 in said Land Records, also being on the North 34° 47' 46" West, 942.71 foot, plat line of said Plat 16507, at the end of 265.00 feet in a northwesterly direction from the southeast end of said line; thence across said Parcel "A"

1) North 78° 11' 50" East, 123.84 feet; thence
2) North 55° 12' 14" East, 49.50 feet; thence
3) South 34° 47' 46" East, 40.00 feet; thence
4) North 55° 12' 14" East, 19.00 feet; thence
5) South 34° 47' 46" East, 18.00 feet; thence
6) North 55° 12' 14" East, 76.50 feet; thence
7) South 73° 47' 40" East, 51.47 feet; thence
8) South 55° 12' 14" West, 108.89 feet; thence
9) South 34° 47' 46" East, 18.00 feet; thence

10) South 55° 12' 14" West, 17.50 feet; thence

11) South 34° 47' 46" East, 18.00 feet; thence

12) North 55° 12' 14" East, 32.50 feet; thence

13) South 34° 47' 46" East, 51.00 feet; thence

14) South 55° 12' 14" West, 68.50 feet; thence

15) South 06° 52' 40" East, 157.98 feet to a point on the west right-of-way line of Normandy Crossing Drive (70 foot wide) as dedicated on said Plat 16507; thence with said right-of-way

16) South 49° 18' 10" West, 25.00 feet; thence

17) North 84° 28' 55" West, 36.10 feet to a point on the aforementioned southeast right-of-way line of Longmead Crossing Drive; thence with said right-of-way

18) Along the arc of a curve to the right, 87.24 feet having a radius of 1440.00 feet and a chord bearing and distance of North 36° 31' 54" West, 87.22 feet, to a point of tangency; thence

19) North 34° 47' 46" West, 265.00 feet to the point of beginning, containing 52412 square feet /or 1.20321 acres of land, subject to conditions of record.

102/99/lv

Pulte Home Corporation
11120 New Hampshire Avenue
Silver Spring, Maryland 20904

Longmead Crossing Limited Partnership
806 W. Diamond Avenue
Gaithersburg, Maryland 20877

Title Insurer: n/a

Parcel ID No. 13-255-2711817

1988 JUN 21 PM 1:19 LIBER 8326 FOLIO 532

PL3:SDL1-4
06/10/88:ceb

SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS
(Longmead Crossing)

THIS DECLARATION, made this 14th day of JUNE, 1988, by PULTE HOME CORPORATION, a corporation organized and existing under the laws of the State of Michigan and LONGMEAD CROSSING LIMITED PARTNERSHIP, A Maryland Limited Partnership, hereinafter collectively called "Declarant"

W I T N E S S E T H:

WHEREAS, the Declarant is the owner of real property described herein and desires to create thereon a residential community with permanent common areas and community facilities for the benefit of said community; and

WHEREAS, Declarant, has heretofore imposed certain covenants and conditions upon certain other real property by Declaration recorded December 28, 1983 in Liber 6270 at folio 725 and by numerous Supplementary Declarations heretofore recorded among the Land Records of Montgomery County, Maryland; and

WHEREAS, Declarant deems it desirable to extend the scheme of covenants and restrictions set forth in the Declaration aforesaid unto additional of its properties, in accordance with Article II, Section 2 of the Declaration aforesaid;

NOW, THEREFORE, Declarant hereby declares as follows:

1. All the terms and conditions of the Declaration aforesaid are hereby imposed upon the real property hereinafter described and Declarant hereby declares that said real property is and shall be held, conveyed, hypothecated, or encumbered, sold, leased, rented, used,

occupied, and improved subject to the covenants, restrictions, easements, charges and liens set forth in the aforesaid Supplementary Declaration as amended, just as if all said covenants and restrictions were fully set forth herein.

2. The real property subject to this Supplementary Declaration of Covenants and Restrictions is described on Exhibit "A", attached hereto and incorporated herein by this reference.

3. Except as hereinabove modified and amended, the terms and conditions set forth in the aforesaid Declaration of Covenants and Restrictions are hereby ratified and confirmed.

IN WITNESS WHEREOF, the said PULTE HOME CORPORATION, a Michigan corporation, by JOHN G. BRINJAK, Vice President, has on this 14th day of JUNE, 1988, caused these presents to be executed by JOHN G. BRINJAK, its Vice President, and does hereby constitute and appoint said JOHN G. BRINJAK its true and lawful attorney-in-fact to acknowledge and deliver these presents as the act and deed of said PULTE HOME CORPORATION.

PULTE HOME CORPORATION

By _____
John G. Brinjak
Vice President
Attorney-in-Fact of Pulte
Home Corporation

STATE OF MARYLAND)
) SS:
COUNTY OF MONTGOMERY)

I HEREBY CERTIFY that on this 14th day of JUNE, 1988, before me, the subscriber, a Notary Public in and for

the State aforesaid and County of Montgomery personally appeared JOHN G. BRINJAK, who is personally known to me to be the Division Vice President of PULTE HOME CORPORATION, and the person named as attorney-in-fact in the foregoing Supplementary Declaration, and by virtue of the authority vested by said instrument, acknowledge the same to be the act and deed of PULTE HOME CORPORATION and that the same was executed for the purposes therein contained.

WITNESS my hand and notarial seal.

Steven M. Baldwin
Notary Public

My Commission Expires:

July 1, 1990

I HEREBY CERTIFY that the within Supplementary Declaration was prepared by the undersigned, a member of good standing of the Bar of the Court of Appeals of Maryland.

Louis S. Pettey

IN WITNESS WHEREOF, LONGMEAD CROSSING LIMITED PARTNERSHIP has caused this Supplementary Declaration of Covenants and Restrictions to be signed in its name by POTOMAC INVESTMENT ASSOCIATES LIMITED PARTNERSHIP, its General Partner and does hereby acknowledge and deliver these presents as its act and deed.

LONGMEAD CROSSING LIMITED PARTNERSHIP

BY: POTOMAC INVESTMENT ASSOCIATES LIMITED PARTNERSHIP, General Partner

BY: A. M. Natelli

General Partner

STATE OF MARYLAND

COUNTY OF MONTGOMERY, to wit:

On this 16th day of June, 1988, before me, the undersigned officer, personally appeared A M. NATELLI, who acknowledged himself to be a General Partner of Potomac Investment Associates Limited Partnership, which partnership is a general partner of Longmead Crossing Limited Partnership and acknowledged that he executed the within instrument for the purposes therein contained.

Joan Fay Fellenz
Notary Public

My commission expires: 7/1/90

DESCRIPTION OF CONDOMINIUM PHASE FOUR
BLOCK K, LONGMEAD
WHEATON (13TH) ELECTION DISTRICT
MONTGOMERY COUNTY, MARYLAND
OCTOBER 8, 1987
PAGE 2

1) By a curve to the right having a radius of 265.00 feet, an arc length of 110.19 feet, a central angle of 23° 49' 26", a tangent length of 55.90 feet and a chord which bears South 09° 09' 44" East for a distance of 109.40 feet; running thence by four new lines of division across Parcel A aforesaid thus:

2) North 79° 10' 26" West, 124.36 feet,

3) North 62° 53' 07" West, 99.59 feet,

4) North 34° 47' 46" West, 133.37 feet and

5) North 55° 12' 14" East, 225.30 feet to intersect curve ten on the aforesaid west line of Normandy Crossing Drive; running thence with said west line and part of said curve ten

6) By a curve to the right having a radius of 1007.00 feet, an arc length of 121.53 feet, a central angle of 06° 54' 52", a tangent length of 60.84 feet and a chord which bears South 24° 31' 53" East for a distance of 121.45 feet to its point of tangency; running thence still with said west line,

7) South 21° 04' 27" East, 94.69 feet to the beginning, containing 49,341 square feet or 1.13272 acres of land.

102/58/jf

Parcel ID No. 13-255-2711817 (Par. A (K)Longmead)
Title Insurer: Security Title Guarantee Corp.

Pulte Home Corporation
11120 New Hampshire Avenue
Silver Spring, MD 20904

Longmead Crossing Limited Partnership
806 W. Diamond Avenue
Gaithersburg, MD 20878

LIBER 8279 FOLIO 839

PL3:SDL1-4
04/10/88:ceb

SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS
(Longmead Crossing)

THIS DECLARATION, made this 16th day of MAY, 1988, by PULTE HOME CORPORATION, a corporation organized and existing under the laws of the State of Michigan and LONGMEAD CROSSING LIMITED PARTNERSHIP, A Maryland Limited Partnership, hereinafter collectively called "Declarant".

PLAT CON 9.00
MISC I 29.00
PAGES 221.00 2.00
PARCELID 1.00

W I T N E S S E T H:

WHEREAS, the Declarant is the owner of real property described herein and desires to create thereon a residential community with permanent common areas and community facilities for the benefit of said community; and

WHEREAS, Declarant, has heretofore imposed certain covenants and conditions upon certain other real property by Declaration recorded December 28, 1983 in Liber 6270 at folio 725 and by numerous Supplementary Declarations heretofore recorded among the Land Records of Montgomery County, Maryland; and

WHEREAS, Declarant deems it desirable to extend the scheme of covenants and restrictions set forth in the Declaration aforesaid unto additional of its properties, in accordance with Article II, Section 2 of the Declaration aforesaid;

NOW, THEREFORE, Declarant hereby declares as follows:

1. All the terms and conditions of the Declaration aforesaid are hereby imposed upon the real property hereinafter described and Declarant hereby declares that said real property is and shall be held, conveyed, hypothecated, or encumbered, sold, leased, rented, used,

88 MAY 20 PM 2:41
FILED
HOWARD M. SMITH
CLERK'S OFFICE

occupied, and improved subject to the covenants, restrictions, easements, charges and liens set forth in the aforesaid Supplementary Declaration as amended, just as if all said covenants and restrictions were fully set forth herein.

2. The real property subject to this Supplementary Declaration of Covenants and Restrictions is described on Exhibit "A", attached hereto and incorporated herein by this reference.

3. Except as hereinabove modified and amended, the terms and conditions set forth in the aforesaid Declaration of Covenants and Restrictions are hereby ratified and confirmed.

IN WITNESS WHEREOF, the said PULTE HOME CORPORATION, a Michigan corporation, by JOHN G. BRINJAK, Vice President, has on this 16th day of MAY, 1988, caused these presents to be executed by JOHN G. BRINJAK, its Vice President, and does hereby constitute and appoint said JOHN G. BRINJAK its true and lawful attorney-in-fact to acknowledge and deliver these presents as the act and deed of said PULTE HOME CORPORATION.

PULTE HOME CORPORATION

By _____
John G. Brinjak
Vice President
Attorney-in-Fact of Pulte
Home Corporation

STATE OF MARYLAND)
) SS:
COUNTY OF MONTGOMERY)

I HEREBY CERTIFY that on this 16th day of MAY, 1988, before me, the subscriber, a Notary Public in and for

the State aforesaid and County of Montgomery personally appeared JOHN C. BRINJAK, who is personally known to me to be the Division Vice President of PULTE HOME CORPORATION, and the person named as attorney-in-fact in the foregoing Supplementary Declaration, and by virtue of the authority vested by said instrument, acknowledge the same to be the act and deed of PULTE HOME CORPORATION and that the same was executed for the purposes therein contained.

WITNESS my hand and notarial seal.

Susan M. Baldwin
Notary Public

My Commission Expires:

July 1, 1990

I HEREBY CERTIFY that the within Supplementary Declaration was prepared by the undersigned, a member of good standing of the Bar of the Court of Appeals of Maryland.

Louis S. Pettey

IN WITNESS WHEREOF, LONGMEAD CROSSING LIMITED PARTNERSHIP has caused this Supplementary Declaration of Covenants and Restrictions to be signed in its name by POTOMAC INVESTMENT ASSOCIATES LIMITED PARTNERSHIP, its General Partner and does hereby acknowledge and deliver these presents as its act and deed.

LONGMEAD CROSSING LIMITED PARTNERSHIP

By: POTOMAC INVESTMENT ASSOCIATES LIMITED PARTNERSHIP

ATTEST:

Julie K. Hassinger
JULIE K. HASSINGER

By: A. M. Natelli
General Partner
A.M. NATELLI

STATE OF MARYLAND)
) SS:
COUNTY OF MONTGOMERY)

On this 16th day of MAY, 1988, before me, a Notary Public, appeared A.M. NATELLI, who acknowledged himself to be a General Partner of Potomac Investment Associates Limited Partnership, which partnership is a general partner of Longmead Crossing Limited Partnership and acknowledged that he executed the within instrument for the purposes therein contained.

John Fay Fellenz
Notary Public
JOHN FAY FELLENZ

My Commission Expires:

July 1, 1990

EXHIBIT "A" LIBER 8279 FOLIO 843

Dewberry & Davis

Architects Engineers Planners Surveyors

804 West Diamond Avenue
Gaithersburg, MD 20877
301 948-3300

OCTOBER 1, 1987

DESCRIPTION OF CONDOMINIUM PHASE THREE
BLOCK K, LONGMEAD
WHEATON (13TH) ELECTION DISTRICT
MONTGOMERY COUNTY, MARYLAND

Being a parcel of land situated in the District, County and State as aforementioned and being part of Parcel A as the same is shown on a Plat of Subdivision entitled "Parcel A, Block K, Longmead" recorded June 3, 1987, as Plat 16507 in Plat Book 144, which said Parcel A is part of the land conveyed from RCC, Inc., (the successor by change of name to Rossmoor Construction Corporation by "Articles of Amendment" recorded among the Corporate Records of Montgomery County, Maryland, in Liber 338 at Folio 001) to Longmead Crossing Limited Partnership by deed dated August 11, 1983, and recorded in Liber 6152 at Folio 427, all recordings referring to the Land Records of Montgomery County, Maryland, the aforesaid Condominium Phase Three being more particularly described thus:

Beginning for the same at a point of compound curvature in the west line of Normandy Crossing Drive (70 feet wide) as the same is shown and dedicated to public use by Plat 16507 aforesaid, said point of compound curvature also being at the south end of Curve Eleven and at the north end of Curve Twelve of said Plat 16507; running thence with said Curve Twelve and the west line of said Normandy Crossing Drive

CLERK'S NOTATION
Document received for record
in accordance with law and
filed in the Land Records
of Montgomery County, Maryland

DESCRIPTION OF CONDOMINIUM PHASE THREE
BLOCK K, LONGMEAD
WHEATON (13TH) ELECTION DISTRICT
MONTGOMERY COUNTY, MARYLAND
OCTOBER 1, 1987
PAGE 2

1) By a curve to the right having a radius of 1840.00 feet, an arc length of 175.82 feet, a central angle of 05° 28' 30", a tangent length of 87.98 feet and a chord which bears South 46° 33' 55" West for a distance of 175.76 feet to its point of tangency; continuing thence with said west line,
2) South 49° 18' 10" West, 50.00 feet; running thence by ten new lines of division across Parcel A aforesaid, thus:
3) North 06° 52' 40" West, 157.98 feet,
4) North 55° 12' 14" East, 68.50 feet,
5) North 34° 47' 46" West, 51.00 feet,
6) South 55° 12' 14" West, 32.50 feet,
7) North 34° 47' 46" West, 18.00 feet,
8) North 55° 12' 14" East, 17.50 feet,
9) North 34° 47' 46" West, 18.00 feet,
10) North 55° 12' 14" East, 108.89 feet,
11) South 73° 47' 40" East, 84.92 feet and
12) South 56° 23' 14" East, 92.41 feet to intersect Curve Eleven on the west line of Normandy Crossing Drive, all as aforesaid; running thence with Curve Eleven and said west line

Document submitted for record in a condition not permitting satisfactory photographic reproduction.

DESCRIPTION OF CONDOMINIUM PHASE THREE
BLOCK K, LONGMEAD
WHEATON (13TH) ELECTION DISTRICT
MONTGOMERY COUNTY, MARYLAND
OCTOBER 1, 1987
PAGE 3

13) By a curve to the right having a radius of 265.00 feet, an arc length of 109.97 feet, a central angle of 23° 46' 37", a tangent length of 55.79 feet and a chord which bears South 31° 56' 22" West for a distance of 109.18 feet to the beginning, containing 43,220 square feet or 0.99219 acres of land.

102/57/jf

Title Insurer: N/A

Parcel ID No. #13-255-2711817

Pulte Home Corporation
11120 New Hampshire Avenue
Silver Spring, MD 20904

Longmead Crossing Ltd. P'ship.
806 W. Diamond Avenue
Gaithersburg, MD 20878

14

LIBER8496 FOLIO648

(14)

SUPPLEMENTARY DECLARATION OF

COVENANTS AND RESTRICTIONS

THIS SUPPLEMENTARY DECLARATION is made this 24th day of August, 1988, by LONGMEAD CROSSING LIMITED PARTNERSHIP, and PULTE HOME CORPORATION, a Michigan corporation, hereinafter collectively called "Developer."

WHEREAS, Developer is the owner of the real property described in this Supplementary Declaration; and

WHEREAS, Developer intends that the property described herein shall become subject to the DECLARATION OF COVENANTS AND RESTRICTIONS OF LONGMEAD CROSSING and also become subject to the provisions hereinafter set forth;

NOW, THEREFORE, Developer hereby declares that all of the properties described herein, together with such additions as may hereafter be made thereto as provided in Article II, shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens set forth in the DECLARATION OF COVENANTS AND RESTRICTIONS OF LONGMEAD CROSSING dated the 27th day of December, 1983, and recorded in Liber 6270 at folio 725, among the Land Records of Montgomery County, Maryland, and subject to the covenants, restrictions, easements, charges and liens set forth hereinafter. The Parkgate Cluster shall be part of the Homecrest Neighborhood Service District.

1988 OCT -4 AM 11:58

FILED
HOWARD H. SMITH
CLERK'S OFFICE

ARTICLE I

CLUSTER DESIGNATION

The following described property is hereby designated as a Cluster of the Longmead Crossing Community Services Association, Inc., hereinafter referred to as the "Association," and shall be known as Parkgate Cluster:

(See Exhibit A)

ARTICLE II

PROPERTY SUBJECT TO THIS SUPPLEMENTARY DECLARATION

Section 1. Existing Property. The afore-described real property is, and shall be held, transferred, sold, conveyed and occupied subject to this Supplementary Declaration.

Section 2. Additions to Existing Property. All or any part of the Properties described in the Development Plan, or land which is contiguous thereto, may be added to

this cluster by the Developer, without the consent of the Owners, within five (5) years of the date of this instrument, by the filing of record of a Supplementary Declaration with respect to such land which designates it as part of the Cluster and by filing with the Association the plat and plans for such addition. For this purpose, contiguous shall mean adjacent to, or both sides of an area dedicated to public use.

ARTICLE III

CLUSTER ASSESSMENTS

Section 1. Purpose. Cluster Assessments shall be used exclusively for the purpose of providing services which are necessary or desirable for the health, safety and welfare of the Members within the Cluster. Such services may include: maintenance and operation of any Cluster Common Area as described and designated in the Governing Documents, including maintenance of streets or roads constructed on the Cluster Common Area, providing services to the Living Units, such as trash removal and setting aside reserves for working capital, future repair and replacement of capital improvements to be constructed or maintained through the Cluster Assessment, including those streets constructed on the Cluster Common Area. A contribution to working capital to be used for initial set-up, organizational and such other purposes as the Board of Trustees may determine may be assessed by the Association and levied at the settlement of the conveyance of Lots to any entity, other than a Builder, not to exceed $75.00 per Living Unit. Except as may be specifically provided for in the Declaration, or the Supplementary Declaration, it is not contemplated that the Association shall have any responsibility for the maintenance or repair of the dwellings or their appurtenances and the responsibility and duties of the Association for maintenance and repairs shall be limited to the Common Areas and common facilities, except as provided herein. The Owner of any Living Unit shall, at his own expense, maintain his Lot and dwelling, and any and all appurtenances thereto, in good order, condition and repair and in a clean, sightly and sanitary condition at all times.

Section 2. Basis of Assessment. The basis for the Cluster Assessment shall be the same as for the Annual General Assessment, as set forth in the Declaration.

Section 3. Maximum Cluster Assessment. Until the first day of the fiscal year following commencement of assessments in the Cluster, the maximum annual Cluster Assessment shall be Four Hundred Eighty Dollars ($480), per Living Unit.

Section 4. Change in Maximum. From and after the first day of the fiscal year

immediately following the commencement of Cluster Assessments in the Cluster:

(a) The Board of Trustees may increase the maximum each year by the greater of: (1) a factor of not more than ten percent (10%) of the maximum for the current fiscal year plus the amount by which any ad valorem real estate taxes and casualty and other insurance premiums payable by the Association with respect to the Cluster have increased over amounts payable for the same or similar items for the previous year; or (2) the percentage increase, if any, over the twelve (12) month period ending five (5) months prior to the start of the fiscal year, in the Consumer Price Index, or equivalent, as published by the U. S. Labor Department for the Metropolitan Washington Area; such increase shall become effective the first day of the next year.

(b) The maximum may be increased above the amount which can be set by the Board with the affirmative vote of at least two-thirds (2/3) of the votes of the membership of the Cluster in a meeting in which a Quorum of Owners who own lots in the Cluster is present.

Section 5. Method of Assessment. The assessments shall be levied by the Association against Assessable Units in the Cluster, and collected and disbursed by the Association. As provided in the Declaration, by a vote of at least two-thirds (2/3) of the Trustees, the Board shall fix the annual Cluster Assessment and the date(s) such assessments become due, with the advice of the Owners of Assessable Units in the Cluster. Written notice of the annual assessment shall be sent to every Owner of an Assessable Unit subject thereto.

ARTICLE IV

PARKING

The Association shall promulgate such rules and regulations as needed to regulate the use of any parking areas that may be constructed or authorized on Cluster Common Area for the benefit of all Owners, which rules and regulations may include assignment of parking spaces.

ARTICLE V

PROTECTIVE COVENANTS

Section 1. Completion of Structures. The exterior of any new structure and the grounds related thereto must be substantially completed in accordance with the plans and specifications approved by the Architectural Review Board within eighteen (18) months after construction of the same shall have commenced, except that said Board may grant

extensions where such completion is impossible or is the result of matters beyond the control of the Owner or Builder, such as strikes, casualty losses, national emergencies or acts of God.

Section 2. Residential Use. All Lots and Living Units designated for residential use shall be used, improved and devoted exclusively to residential use, except home professions may be pursued if permitted by Montgomery County, Maryland. Nothing herein shall be deemed to prevent an Owner from leasing a Living Unit to a Single Family, provided such lease shall be in writing and subject to all of the provisions of the Governing Documents with any failure by a lessee to comply with the terms of the Governing Documents constituting a default under the lease.

Section 3. Vehicles. No portion of the property subjected hereto shall be used for the repair of motor vehicles. Use and storage of all vehicles and recreational equipment upon the Common Area and Lots or upon any street, public or private, adjacent thereto shall be subject to rules promulgated by the Board of Trustees as provided herein;

(a) All motor vehicles including, but not limited to, trail bikes, motorcycles, dune buggies and snowmobiles shall be driven only upon paved streets and parking lots. No motor vehicles shall be driven on pathways or Common Areas, except such vehicles as are authorized by the Association as needed to maintain, repair or improve the Common Area. This prohibition shall not apply to normal vehicular use of designated streets and lanes constructed on the Common Area.

(b) No motorcycle, trail bike, dune buggy, snowmobile, moped, commercial vehicle, junk vehicle, van, private truck, trailer, camper, boat or recreational vehicle, whether or not licensed as a Class A motor vehicle, and no unlicensed motor vehicle of any type shall be parked on any part of the property except on a temporary or non-recurring basis, or in garages or screen enclosures, or in areas designated by the Association for such parking. Provided, however, that the Book of Resolutions may provide specific exception to the above restrictions for certain types or classes of vehicles.

Section 4. Pets. Subject to limitations as may from time to time be set by the Association, no more than two (2) generally recognized house or yard pets in reasonable numbers may be kept and maintained on a Lot or in a Living Unit, provided such pets are not kept or maintained for commercial purposes. All pets must be kept under the control of their owner when they are outside of the Lot and must not become a nuisance to other

residents.

Section 5. Clothes Drying Equipment. No external clothes lines or other clothes drying apparatus shall be permitted on any Lot, except as approved in writing by the Architectural Review Board.

Section 6. Antennae. Exterior television or other antennae are prohibited, except as approved in writing by the Architectural Review Board.

Section 7. Trash Receptacles. Storage, collection and disposal of trash shall be in compliance with rules set by the Architectural Review Board.

Section 8. Trash Burning. Trash, leaves and other similar material shall not be burned without the prior written consent of the Association.

Section 9. Signs. No signs of any type shall be displayed to public view on any Lot or the Common Area without the prior written consent of the Architectural Review Board, except customary name and address signs meeting established Architectural Review Board standards.

Section 10. Mailboxes and Newspaper Tubes. Only mailboxes and newspaper tubes meeting the design standards of the Association shall be permitted.

Section 11. Fences and Walls. No fence, wall, tree, hedge or shrub planting shall be erected or maintained in such a manner as to obstruct site lines for vehicular traffic. All fences or enclosures must be approved by the Architectural Review Board as to location, material and design. Any fence or wall built on any of the Lots shall be maintained in a proper manner so as not to detract from the value and desirability of surrounding property.

Section 12. Nuisances. No noxious or offensive activity shall be carried on upon any portion of the property subject hereto, nor shall anything be done thereon that may be or become a nuisance or annoyance to the Cluster.

Section 13. Lighting. No exterior lighting shall be directed outside the boundaries of a Lot.

Section 14. Vegetation. No live trees with a diameter in excess of four inches (4"), measured twelve inches (12") above ground, nor trees in excess of two inches (2") in diameter, similarly measured, which are generally known as flowering trees (such as dogwood or redbud) or as broad leaf evergreens (such as holly, laurel or rhododendron), may be cut without prior approval of the Architectural Review Board. The Association shall set rules for cutting of trees to allow for selective clearing or cutting.

Section 15. Rules. From time to time the Board of Trustees shall adopt rules, including but not limited to, rules to implement the provisions of this Article and such rules as are required herein. Such rules may be adopted or amended by a majority vote of the Board of Trustees, following a public hearing for which due notice has been provided to Members. All such rules and any subsequent amendments thereto shall be placed in the Book of Resolutions and shall be binding on all Members, except where expressly provided otherwise in such rules.

Section 16. Exceptions. The Board of Trustees may issue temporary permits to except any prohibitions expressed or implied by this Article, provided the Board can show good cause and acts in accordance with adopted guidelines and procedures.

So long as LONGMEAD CROSSING LIMITED PARTNERSHIP or a Builder are engaged in developing or improving any portion of the Properties, such persons or entities shall be exempt from the provisions of this Article affecting movement and storage of building materials, equipment and motor vehicles, erection and maintenance of directional and promotional signs and conduct of sales activities, including maintenance of model Living Units having approval of the Architectural Review Board. Such exemption shall be subject to such rules as may be established by the Developer to maintain reasonable standards of safety, cleanliness and general appearance of the Properties.

ARTICLE VI

PARTY WALLS

Section 1. General rules of law to Apply. Each wall which is built as part of the original construction of the Living Units upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Rights of Owners. The Owners of contiguous Lots who have a party wall or party fence shall both equally have the right to use such wall or fence, provided that such use by one Owner does not interfere with the use and enjoyment of same by the other Owner.

Section 3. Damage or Destruction. In the event that any party wall or party fence is damaged or destroyed (including deterioration from ordinary wear and tear and lapse of time)

(a) through the act of an Owner or any of his agents or guests or members of his family (whether or not such act is negligent or otherwise culpable), it shall be the obligation of such Owner to rebuild and repair the party wall or fence without cost to the other adjoining Lot Owners or Owner;

(b) other than by the act of an Owner, the agents, guests or family, it shall be the obligation of all Owners whose Lots adjoin such wall or fence to rebuild and repair such wall or fence at their joint and equal expense.

Notwithstanding any provision herein, there shall be no impairment of the structural integrity of any party wall without the prior consent of all Owners of any interest therein, whether by way of easement or in fee.

Section 4. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 5. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

Section 6. Encroachment. If any portion of a party wall shall encroach upon any adjoining Lot or upon the Common Areas or community facilities by reason of the repair, reconstruction, settlement or shifting of any building, or otherwise, a valid easement for the encroachment and for the maintenance of the same as long as the building stands, shall exist, to a maximum of one (1) foot over the adjacent lot.

ARTICLE VII

INSURANCE

Section 1. Obligation of Owners. In order to protect adjoining Owners and to insure that there are sufficient funds available to an Owner to restore his Living Unit in case of damage or destruction, each Owner of a Lot upon which a single attached Living Unit is constructed shall maintain a fire and extended coverage insurance policy in any amount equal to the full replacement value (exclusive of land, excavation and other items normally excluded from coverage of all improvements constructed on such Lot). Any policy obtained shall provide that it may not be cancelled except upon ten (10) days' written notice to the Association.

Such Owner shall pay for such fire and extended coverage insurance when required by the policy therefor, and if the Owner fails to obtain such fire and extended coverage insurance, or fails to pay such insurance premiums as required, the Association may (but shall not be obligated to) obtain such insurance and/or make such payments for such Owner, and the cost of such payments shall thereupon become a Special Assessment on the Owner's Assessable Unit.

From time to time the Association may require Owners to provide evidence of compliance with this Article.

ARTICLE VIII

CLUSTER COMMON AREA

The following property is hereby designated as Cluster Common Area, as defined in Article I, Section 5 of the Declaration, for the benefit of Parkgate Cluster:

(See Exhibit B)

ARTICLE IX

GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of the Supplementary Declaration shall run with and bind the land for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive period of twenty-five (25) years, unless at the expiration of any such period the covenants and restrictions are expressly terminated by an instrument signed by the Owners of a least seventy-five percent (75%) of the Lots in Parkgate Cluster. A termination must be recorded among the Land Records of Montgomery County, Maryland to become effective.

Section 2. Amendment. This Supplementary Declaration may be amended at any time by an instrument signed by the Class C Member, if any, and by the Owners of at least seventy-five percent (75%) of the Lots in Parkgate Cluster, provided however, that the Developer shall not amend or remove this Declaration without the consent of Longmead Crossing Community Services Association, Inc. and an Owner, other than Developer, of at least one (1) Lot in Parkgate Cluster. Any amendment must be recorded among the Land Records of Montgomery County, Maryland to become effective.

As long as the Class C membership exists, amendment of this Supplementary Declaration requires the approval of the Federal Mortgage Agencies, should they have an

interest in the Properties in Parkgate Cluster. Nothing herein shall modify the provision of the Declaration with respect hereto.

Section 3. Construction and Enforcement. The provisions hereof shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of the Parkgate Cluster and the community of Longmead Crossing. Enforcement of these covenants and restrictions shall be for any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain, enjoin violation or to recover damages, or both, against any Lot to enforce the lien created hereby; and the failure or forebearance by the Association or the Owner of any Lot to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter, nor shall any such failure be the basis for claim for damages or otherwise against the Developer, its successors and assigns. Furthermore, in the event of claim or demand against the Developer for such failure, the Association shall indemnify and hold the Developer harmless from any expenses, including reasonable attorneys' fees for its defense.

The provisions hereof may be enforced, without limitation, by the Association, by any Owner within Parkgate Cluster, or any mortgagee of any Lot which becomes subject to the provisions hereof, and by any other person, firm, corporation or other legal entity who has any right to the use of any of the Common Area and community facilities owned by the Association, including, against without limitation, any person, firm, corporation or other legal entity who has any right to the use of any of the streets or roadways owned by the Association.

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 cannot be adequately remedied by action of law or exclusively by recovery of damages.

Section 4. 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 5. Consent of The Maryland-National Capital Park and Planning Commission. 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 The Maryland-National Capital Park and Planning Commission:

(a) abandon, partition, subdivide, encumber, sell or transfer any of the common areas and 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

(b) abandon or terminate this Declaration; or

(c) modify or amend any material or substantive provision of this Declaration or the By-Laws 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 as provided in the 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 6. Terms and Definitions. The terms used herein shall have the same meaning and definition as set forth in the DECLARATION AND COVENANTS AND RESTRICTIONS OF LONGMEAD CROSSING. The captions contained herein are for convenience only and are not a part of this Supplementary Declaration and are not intended in any way to limit or enlarge the terms and provisions of this Supplementary Declaration. Whenever the context so requires, the male shall include all genders and the singular shall include the plural.

Section 7. Contravention. Nothing contained herein shall be construed as altering, amending or vacating the provisions of the Code of Montgomery County, Maryland, which shall have full force and effect on all property subject to this Supplementary Declaration.

IN WITNESS WHEREOF, LONGMEAD CROSSING LIMITED PARTNERSHIP has caused this Supplementary Declaration of Covenants and Restrictions to be signed in its corporate name by POTOMAC INVESTMENT ASSOCIATES LIMITED PARTNERSHIP, its General Partner and does hereby acknowledge and deliver these presents as its act and deed.

IN WITNESS WHEREOF, the said Pulte Home Corporation, a corporation organized

and existing under the laws of the State of Michigan, has, on the day and year first above written, caused these presents to be executed in its corporate name by John G. Brinjak, its Division Vice-President, and does hereby appoint the said John G. Brinjak as its true and lawful attorney-in-fact to acknowledge and deliver these presents as its act and deed.

PULTE HOME CORPORATION

BY: _____
JOHN G. BRINJAK
Division Vice-President

LONGMEAD CROSSING
LIMITED PARTNERSHIP

BY: POTOMAC INVESTMENT ASSOCIATES
LIMITED PARTNERSHIP

ATTEST:

BY: _____
A. M. NATELLI, General Partner

STATE OF MARYLAND
COUNTY OF MONTGOMERY

On this 7th day of September, 1988, before me, a Notary Public, appeared JOHN G. BRINJAK, who is personally well known to me to be the person named as Division Vice-President in the foregoing Declaration, and by virtue of the authority vested in ~~him~~ by said instrument, acknowledged the same to be the act and deed of Pulte Home Corporation, and that he executed the same for the purposes therein contained.

_____
Notary Public

My Commission Expires: 7-1-90

STATE OF MARYLAND
COUNTY OF MONTGOMERY

On this 25th day of August, 1988, before me, a Notary Public, appeared A. M. NATELLI, who acknowledged himself to be a General Partner of Potomac Investment Associates Limited Partnership, which partnership is a general partner of Longmead Crossing Limited Partnership, and acknowledged that he executed the within instrument for the purposes therein contained.

_____
Notary Public

My Commission Expires: 7-1-90

THIS IS TO CERTIFY that the within instrument was prepared by or under the supervision of the undersigned, an attorney duly admitted to practice before the Court of Appeals of Maryland.

_____
ROBERT L. BROWNELL

EXHIBIT A

Lots numbered "1" through "17," inclusive, and Parcel lettered "A," all in Block lettered "H," in the subdivision known as "Longmead," per plat thereof recorded among the Land Records of Montgomery County, Maryland in Plat Book 146 at Plat 16762.

EXHIBIT B

Parcel lettered "A," in Block lettered "H," in the subdivision known as "Longmead," per plat thereof recorded among the Land Records of Montgomery County, Maryland in Plat Book 146 at Plat 16762.

LIBER 3496 FOLIO 561

ATTACHED TO AND MADE PART OF THAT CERTAIN INSTRUMENT DATED THE

DAY OF 24th Aug, 1988

CLERK'S INDEX SHEET
(For the purpose of proper Indexing only)

Pursuant to the provisions and requirements of Section 3-501 of the Real Property Code of Maryland (1981 Repl. Vol.), the following additional information is declared by the parties hereto to be contained within this instrument:

1. TYPE OF INSTRUMENT: Supplementary Declaration of Covenants

2. CONSIDERATION (APPLIES ONLY TO DEEDS):

3. PARCEL ID/TAX ACCOUNT SUBDIVISION "Longmeed" LOT BLOCK/UNIT

All Block H Lot 1 — 02747571
2 — 02747582
3 — 02747593
4 — 02747605
5 — 02747616
6 — 02747627
7 — 02747638
8 — 02747640
9 — 02747651
10 — 02747662
Lot 11 — 02747673
12 — 02747684
13 — 02747695
14 — 02747707
15 — 02747718
16 — 02747720
17 — 02747731
Parcel A — 02747560

4. GRANTOR'S NAME AND ADDRESS:
Longmeed Crossing Limited Partnership
806 W. Diamond Ave
Gaithersburg, Md 20878

Pulte Home Corporation

5. ~~GRANTEE'S NAME AND ADDRESS:~~
11120 New Hampshire Ave
Silver Spring Md 20904

6. NAME OF TITLE INSURANCE COMPANY:
None

Mr. Clerk: After recording please see that the original of the foregoing instrument is:

✓ Mailed (additional $0.50 cost)
OR
____ Held at Clerk's Office

For: (name) Wheeler & Kaprach (RCB)
(address) 930 Bonifant St
Silver Spring Md 20910

DO NOT WRITE BELOW THIS LINE
TO BE COMPLETED BY THE CLERK OF THE COURT

Verified by: _____ (Clerk's Office)

LIBER 8576 FOLIO 162

PL9:SDL1-4
11/09/88:ceb

SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS
(Longmead Crossing)

THIS DECLARATION, made this 22ND day of NOVEMBER, 1988, by PULTE HOME CORPORATION, a corporation organized and existing under the laws of the State of Michigan and LONGMEAD CROSSING LIMITED PARTNERSHIP, A Maryland Limited Partnership; hereinafter collectively called "Declarant"

W I T N E S S E T H:

WHEREAS, the Declarant is the owner of real property described herein and desires to create thereon a residential community with permanent common areas and community facilities for the benefit of said community; and

WHEREAS, Declarant, has heretofore imposed certain covenants and conditions upon certain other real property by Declaration recorded December 28, 1983 in Liber 6270 at folio 725 and by numerous Supplementary Declarations heretofore recorded among the Land Records of Montgomery County, Maryland; and

WHEREAS, Declarant deems it desirable to extend the scheme of covenants and restrictions set forth in the Declaration aforesaid unto additional of its properties, in accordance with Article II, Section 2 of the Declaration aforesaid;

NOW, THEREFORE, Declarant hereby declares as follows:

1. All the terms and conditions of the Declaration aforesaid are hereby imposed upon the real property hereinafter described and Declarant hereby declares that said real property is and shall be held, conveyed, hypothecated, or encumbered, sold, leased, rented, used,

occupied, and improved subject to the covenants, restrictions, easements, charges and liens set forth in the aforesaid Supplementary Declaration as amended, just as if all said covenants and restrictions were fully set forth herein.

2. The real property subject to this Supplementary Declaration of Covenants and Restrictions is described on Exhibit "A", attached hereto and incorporated herein by this reference.

3. Except as hereinabove modified and amended, the terms and conditions set forth in the aforesaid Declaration of Covenants and Restrictions are hereby ratified and confirmed.

IN WITNESS WHEREOF, the said PULTE HOME CORPORATION, a Michigan corporation, by JOHN G. BRINJAK, Division Vice President, has on this 22nd day of November, 1988, caused these presents to be executed by JOHN G. BRINJAK, its Division Vice President, and does hereby constitute and appoint said JOHN G. BRINJAK its true and lawful attorney-in-fact to acknowledge and deliver these presents as the act and deed of said PULTE HOME CORPORATION.

PULTE HOME CORPORATION

By _____
John G. Brinjak
Vice President
Attorney-in-Fact of Pulte
Home Corporation

STATE OF MARYLAND)
) SS:
COUNTY OF MONTGOMERY)

I HEREBY CERTIFY that on this 22nd day of November, 1988, before me, the subscriber, a Notary Public in and for

the State aforesaid and County of Montgomery personally appeared JOHN G. BRINJAK, who is personally known to me to be the Division Vice President of PULTE HOME CORPORATION, and the person named as attorney-in-fact in the foregoing Supplementary Declaration, and by virtue of the authority vested by said instrument, acknowledge the same to be the act and deed of PULTE HOME CORPORATION and that the same was executed for the purposes therein contained.

WITNESS my hand and notarial seal.

Steven M. Baldwin
Notary Public

My Commission Expires:

July 1, 1990

IN WITNESS WHEREOF, LONGMEAD CROSSING LIMITED PARTNERSHIP has caused this Supplementary Declaration of Covenants and Restrictions to be signed in its name by POTOMAC INVESTMENT ASSOCIATES LIMITED PARTNERSHIP, its General Partner and does hereby acknowledge and deliver these presents as its act and deed.

LONGMEAD CROSSING LIMITED PARTNERSHIP

By: POTOMAC INVESTMENT ASSOCIATES LIMITED PARTNERSHIP
General Partner

ATTEST:

John Jay Gillen

By: _____
A.M. Natelli
General Partner

STATE OF MARYLAND)
) ss:
COUNTY OF MONTGOMERY)

On this 21st day of NOVEMBER, 1988, before me, a Notary Public, appeared A. M. NATELLI, who acknowledged himself to be a General Partner of Potomac Investment Associates Limited Partnership, which partnership is a general partner of Longmead Crossing Limited Partnership and acknowledged that he executed the within instrument for the purposes therein contained.

Joan Fay Fillerup
Notary Public

My Commission Expires:

July 1, 1990

I HEREBY CERTIFY that the within Supplementary Declaration was prepared by the undersigned, a member of good standing of the Bar of the Court of Appeals of Maryland.

Louis S. Pettey

Parcel ID# 13-255-2711817

Title Insurer: N/A

Pulte Home Corporation
11120 New Hampshire Avenue
Silver Spring, Md. 20904

Longmead Crossing Limited
Partnership
860 W. Diamond Avenue
Gaithersburg, Md. 20878

Dewberry & Davis

Architects Engineers Planners Surveyors

804 West Diamond Avenue
Gaithersburg, MD 20877
301 948-8300

EXHIBIT "A"

JANUARY 13, 1988

DESCRIPTION OF CONDOMINIUM PHASE FIVE
BLOCK K, LONGMEAD
WHEATON ELECTION DISTRICT 13
MONTGOMERY COUNTY, MARYLAND

Being a parcel of land situated in the District, County and State as aforesaid and being part of Parcel A as the same is shown on a Plat of Subdivision entitled "Parcel A, Block K, Longmead" recorded June 3, 1987, as Plat 16507 in Plat Book 144, which said Parcel A is part of the lands conveyed from RCC, Inc., (the successor by change of name to Rossmoor Construction Corporation by "Articles of Amendment" recorded among the Corporate Records of Montgomery County, Maryland, in Liber 338 at Folio 001) to Longmead Crossing Limited Partnership by deed dated August 11, 1983, and recorded in Liber 6152 at Folio 427, all recordings referring to the Land Records of Montgomery County, Maryland, the aforesaid Condominium Phase Five being more particularly described thus:

Beginning for the same at the southwest corner of Condominium Phase One, said corner being on the east line of Longmead Crossing Drive (70 feet wide) and bearing North 34° 47' 46" West for a distance of 332.00 feet from the north end of Curve 13 as the same is shown on Plat 16507 aforesaid; running thence with said east line,

1) North 34° 47' 46" West, 91.63 feet to the south corner of Condominium Phase Six; running thence across Parcel A aforesaid and with said Phase Six for five courses thus:

DESCRIPTION OF CONDOMINIUM PHASE FIVE
BLOCK K, LONGMEAD
WHEATON ELECTION DISTRICT 13
MONTGOMERY COUNTY, MARYLAND
JANUARY 13, 1988
PAGE 2

2) North 55° 12' 14" East, 143.00 feet,

3) North 34° 47' 46" West, 40.00 feet,

4) North 55° 12' 14" East, 48.00 feet,

5) North 34° 47' 46" West, 18.00 feet and

6) North 55° 12' 14" East, 105.00 feet to intersect the southwest line of Condominium Phase Seven; running thence with said Phase Seven,

7) South 34° 47' 46" East, 149.63 feet to intersect the northwest line of Phase One aforesaid; running thence with said Phase One,

8) South 55° 12' 14" West, 296.00 feet to the beginning, containing 35,131 square feet or 0.80650 acres of land.

102/46/jf

(6)

LIBER 8592 FOLIO 800

PL9:SDL1-4
11/09/88:ceb

(1)

SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS
(Longmead Crossing)

THIS DECLARATION, made this 28th day of November, 1988, by PULTE HOME CORPORATION, a corporation organized and existing under the laws of the State of Michigan and LONGMEAD CROSSING LIMITED PARTNERSHIP, A Maryland Limited Partnership, hereinafter collectively called "Declarant"

W I T N E S S E T H:

WHEREAS, the Declarant is the owner of real property described herein and desires to create thereon a residential community with permanent common areas and community facilities for the benefit of said community; and

PLAT CON 303.00
MISC I 9.00
NAMES 24.00
RECORDING 4.00
PARCEL ID 1.00

WHEREAS, Declarant, has heretofore imposed certain covenants and conditions upon certain other real property by Declaration recorded December 28, 1983 in Liber 6270 at folio 725 and by numerous Supplementary Declarations heretofore recorded among the Land Records of Montgomery County, Maryland; and

WHEREAS, Declarant deems it desirable to extend the scheme of covenants and restrictions set forth in the Declaration aforesaid unto additional of its properties, in accordance with Article II, Section 2 of the Declaration aforesaid;

NOW, THEREFORE, Declarant hereby declares as follows:

1. All the terms and conditions of the Declaration aforesaid are hereby imposed upon the real property hereinafter described and Declarant hereby declares that said real property is and shall be held, conveyed, hypothecated, or encumbered, sold, leased, rented, used,

occupied, and improved subject to the covenants, restrictions, easements, charges and liens set forth in the aforesaid Supplementary Declaration as amended, just as if all said covenants and restrictions were fully set forth herein.

2. The real property subject to this Supplementary Declaration of Covenants and Restrictions is described on Exhibit "A", attached hereto and incorporated herein by this reference.

3. Except as hereinabove modified and amended, the terms and conditions set forth in the aforesaid Declaration of Covenants and Restrictions are hereby ratified and confirmed.

IN WITNESS WHEREOF, the said PULTE HOME CORPORATION, a Michigan corporation, by JOHN G. BRINJAK, Division Vice President, has on this 28th day of November, 1988, caused these presents to be executed by JOHN G. BRINJAK, its Division Vice President, and does hereby constitute and appoint said JOHN G. BRINJAK its true and lawful attorney-in-fact to acknowledge and deliver these presents as the act and deed of said PULTE HOME CORPORATION.

PULTE HOME CORPORATION

By _____
John G. Brinjak
Vice President
Attorney-in-Fact of Pulte
Home Corporation

STATE OF MARYLAND)
) SS:
COUNTY OF MONTGOMERY)

I HEREBY CERTIFY that on this 16th day of November 1988, before me, the subscriber, a Notary Public in and for

the State aforesaid and County of Montgomery personally appeared JOHN G. BRINJAK, who is personally known to me to be the Division Vice President of PULTE HOME CORPORATION, and the person named as attorney-in-fact in the foregoing Supplementary Declaration, and by virtue of the authority vested by said instrument, acknowledge the same to be the act and deed of PULTE HOME CORPORATION and that the same was executed for the purposes therein contained.

WITNESS my hand and notarial seal.

STEVEN M. BALDWIN NOTARY PUBLIC MONTGOMERY CO. MD

Steven M. Baldwin
Notary Public

My Commission Expires:

July 1, 1990

IN WITNESS WHEREOF, LONGMEAD CROSSING LIMITED PARTNERSHIP has caused this Supplementary Declaration of Covenants and Restrictions to be signed in its name by POTOMAC INVESTMENT ASSOCIATES LIMITED PARTNERSHIP, its General Partner and does hereby acknowledge and deliver these presents as its act and deed.

LONGMEAD CROSSING LIMITED PARTNERSHIP

By: POTOMAC INVESTMENT ASSOCIATES LIMITED PARTNERSHIP
General Partner

ATTEST:

Jean Kay Jolley

By: _____
W.C. Colonna
General Partner

STATE OF MARYLAND)
) SS:
COUNTY OF MONTGOMERY)

On this 29th day of November, 1988, before me, a Notary Public, appeared W. C. Colona, who acknowledged himself to be a General Partner of Potomac Investment Associates Limited Partnership, which partnership is a general partner of Longmead Crossing Limited Partnership and acknowledged that he executed the within instrument for the purposes therein contained.

Notary Public

My Commission Expires:

July 1, 1990

I HEREBY CERTIFY that the within Supplementary Declaration was prepared by the undersigned, a member of good standing of the Bar of the Court of Appeals of Maryland.

Louis S. Pettey

Parcel ID# 13-255-2711817

Title Insurer: N/A

Pulte Home Corporation
11120 New Hampshire Avenue
Silver Spring, Md. 20904

Longmead Crossing Limited
Partnership
806 W. Diamond Avenue
Gaithersburg, Md. 20878

Dewberry & Davis
Architects Engineers Planners Surveyors

804 West Diamond Avenue
Gaithersburg, MD 20877
301 948-8300

EXHIBIT "A"

JANUARY 13, 1988

DESCRIPTION OF CONDOMINIUM PHASE SIX
BLOCK K, LONGMEAD
WHEATON ELECTION DISTRICT 13
MONTGOMERY COUNTY, MARYLAND

Being a parcel of land situated in the District, County and State as aforesaid and being part of Parcel A as the same is shown on a Plat of Subdivision entitled "Parcel A, Block K, Longmead" recorded June 3, 1987, as Plat 16507 in Plat Book 144, which said Parcel A is part of the lands conveyed from RCC, Inc., (the successor by change of name to Rossmoor Construction Corporation by "Articles of Amendment" recorded among the Corporate Records of Montgomery County, Maryland, in Liber 338 at Folio 001) to Longmead Crossing Limited Partnership by deed dated August 11, 1983, and recorded in Liber 6152 at Folio 427, all recordings referring to the Land Records of Montgomery County, Maryland, the aforesaid Condominium Phase Six being more particularly described thus:

Beginning for the same at the southwest corner of Condominium Phase Five, said corner being on the east line of Longmead Crossing Drive (70 feet wide) and bearing North 34° 47' 46" West for a distance of 423.63 feet from the north end of Curve 13 as the same is shown on Plat 16507 aforesaid; running thence with said east line,

1) North 34° 47' 46" West, 176.01 feet to the south corner of Condominium Phase Ten; running thence across Parcel A aforesaid, in part with said Phase Ten and in part with Condominium Phase Nine,

DESCRIPTION OF CONDOMINIUM PHASE SIX
BLOCK K, LONGMEAD
WHEATON ELECTION DISTRICT 13
MONTGOMERY COUNTY, MARYLAND
JANUARY 13, 1988
PAGE 2

2) North 55° 12' 14" East, 296.00 feet; continuing thence in part with said Phase Nine and in part with Condominium Phase Seven,

3) South 34° 47' 46" East, 118.01 feet to the north corner of Phase Five aforesaid; running thence with said Phase Five for five courses thus:

4) South 55° 12' 14" West, 105.00 feet,

5) South 34° 47' 46" East, 18.00 feet,

6) South 55° 12' 14" West, 48.00 feet,

7) South 34° 47' 46" East, 40.00 feet and

8) South 55° 12' 14" West, 143.00 feet to the beginning, containing 44,089 square feet or 1.01214 acres of land.

102/47/jf

(6)

LIBER 8669 FOLIO 830

PL1:SDL1-4
01/20/89:ceb

SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS
(Longmead Crossing)

THIS DECLARATION, made this 25th day of January, 1989, by PULTE HOME CORPORATION, a corporation organized and existing under the laws of the State of Michigan and LONGMEA CROSSING LIMITED PARTNERSHIP, A Maryland Limited Partnership, hereinafter collectively called "Declarant"

W I T N E S S E T H:

WHEREAS, the Declarant is the owner of real property described herein and desires to create thereon a residential community with permanent common areas and community facilities for the benefit of said community; and

WHEREAS, Declarant, has heretofore imposed certain covenants and conditions upon certain other real property by Declaration recorded December 28, 1983 in Liber 6270 at folio 725 and by numerous Supplementary Declarations heretofore recorded among the Land Records of Montgomery County, Maryland; and

WHEREAS, Declarant deems it desirable to extend the scheme of covenants and restrictions set forth in the Declaration aforesaid unto additional of its properties, in accordance with Article II, Section 2 of the Declaration aforesaid;

NOW, THEREFORE, Declarant hereby declares as follows:

1. All the terms and conditions of the Declaration aforesaid are hereby imposed upon the real property hereinafter described and Declarant hereby declares that said real property is and shall be held, conveyed, hypothecated, or encumbered, sold, leased, rented, used,

89 JAN 25 PM 12:25

24.00

occupied, and improved subject to the covenants, restrictions, easements, charges and liens set forth in the aforesaid Supplementary Declaration as amended, just as if all said covenants and restrictions were fully set forth herein.

2. The real property subject to this Supplementary Declaration of Covenants and Restrictions is described on Exhibit "A", attached hereto and incorporated herein by this reference.

3. Except as hereinabove modified and amended, the terms and conditions set forth in the aforesaid Declaration of Covenants and Restrictions are hereby ratified and confirmed.

IN WITNESS WHEREOF, the said PULTE HOME CORPORATION, a Michigan corporation, by Mark B. Rubin, Division Vice President, has on this 25th day of January, 1989, caused these presents to be executed by Mark B. Rubin its Division Vice President, and does hereby constitute and appoint said Mark B. Rubin its true and lawful attorney-in-fact to acknowledge and deliver these presents as the act and deed of said PULTE HOME CORPORATION.

PULTE HOME CORPORATION

By _____
Mark B. Rubin
Division Vice President
Attorney-in-Fact of Pulte
Home Corporation

STATE OF MARYLAND)
) SS:
COUNTY OF MONTGOMERY)

I HEREBY CERTIFY that on this 25 day of January, 1989, before me, the subscriber, a Notary Public in and for

the State aforesaid and County of Montgomery personally appeared Mark B. Rubin , who is personally known to me to be the Division Vice President of PULTE HOME CORPORATION, and the person named as attorney-in-fact in the foregoing Supplementary Declaration, and by virtue of the authority vested by said instrument, acknowledge the same to be the act and deed of PULTE HOME CORPORATION and that the same was executed for the purposes therein contained.

WITNESS my hand and notarial seal.

Keith W. Northup Notary Public

My Commission Expires:

July 1, 1990

IN WITNESS WHEREOF, LONGMEAD CROSSING LIMITED PARTNERSHIP has caused this Supplementary Declaration of Covenants and Restrictions to be signed in its name by POTOMAC INVESTMENT ASSOCIATES LIMITED PARTNERSHIP, its General Partner and does hereby acknowledge and deliver these presents as its act and deed.

LONGMEAD CROSSING LIMITED PARTNERSHIP

By: POTOMAC INVESTMENT ASSOCIATES LIMITED PARTNERSHIP
General Partner

ATTEST:

By: _____
General Partner

STATE OF MARYLAND)
) SS:
COUNTY OF MONTGOMERY)

On this 25th day of January, 1989, before me, a Notary Public, appeared B. M. Natelli, who acknowledged himself to be a General Partner of Potomac Investment Associates Limited Partnership, which partnership is a general partner of Longmead Crossing Limited Partnership and acknowledged that he executed the within instrument for the purposes therein contained.

Notary Public

My Commission Expires:

July 1, 1990

I HEREBY CERTIFY that the within Supplementary Declaration was prepared by the undersigned, a member of good standing of the Bar of the Court of Appeals of Maryland.

Louis S. Pettey

Parcel ID# 13-255-2711817

Title Insurer: N/A

Pulte Home Corporation
11120 New Hampshire Avenue
Silver Spring, Md. 20904

Longmead Crossing Limited
Partnership
806 W. Diamond Avenue
Gaithersburg, Md. 20878

EXHIBIT "A"

Dewberry & Davis

Architects Engineers Planners Surveyors

804 West Diamond Avenue
Gaithersburg, MD 20877
301 948-8300

JANUARY 13, 1988

DESCRIPTION OF CONDOMINIUM PHASE EIGHT
BLOCK K, LONGMEAD
WHEATON ELECTION DISTRICT 13
MONTGOMERY COUNTY, MARYLAND

Being a parcel of land situated in the District, County and State as aforesaid and being part of Parcel A as the same is shown on a Plat of Subdivision entitled "Parcel A, Block K, Longmead" recorded June 3, 1987, as Plat 16507 in Plat Book 144, which said Parcel A is part of the lands conveyed from RCC, Inc., (the successor by change of name to Rossmoor Construction Corporation by "Articles of Amendment" recorded among the Corporate Records of Montgomery County, Maryland, in Liber 338 at Folio 001) to Longmead Crossing Limited Partnership by deed dated August 11, 1983, and recorded in Liber 6152 at Folio 427, all recordings referring to the Land Records of Montgomery County, Maryland, the aforesaid Condominium Phase Eight being more particularly described thus:

Beginning for the same at the eastern corner of Condominium Phase Nine, said corner being on the west line of Normandy Crossing Drive (70 feet wide) an arc distance of 60.01 feet southerly of the north end of Curve 10 as the same is shown on Plat 16507 aforesaid; running thence with said Curve 10 and said west line

DESCRIPTION OF CONDOMINIUM PHASE EIGHT
BLOCK K, LONGMEAD
WHEATON ELECTION DISTRICT 13
MONTGOMERY COUNTY, MARYLAND
JANUARY 13, 1988
PAGE 2

1) By a curve to the right having a radius of 1007.00 feet, an arc length of 200.91 feet, a central angle of 11° 25' 53", a tangent length of 100.79 feet and a long chord which bears South 39° 13' 04" East for a distance of 200.58 feet to a northeast corner of Condominium Phase Seven; running thence across Parcel A aforesaid and with said Phase Seven for four courses thus:

2) South 55° 12' 14" West, 131.14 feet,

3) North 34° 47' 46" West, 35.00 feet,

4) South 55° 12' 14" West, 40.67 feet and

5) North 34° 47' 46" West, 132.50 feet to a corner common to said Phases Seven and Nine; running thence with said Phase Nine for two courses thus:

6) North 20° 51' 39" East, 49.63 feet and

7) North 52° 58' 47" East, 115.45 feet to the beginning, containing 31,043 square feet or 0.71266 acres of land.

102/50/jf
Pulte Home Corporation
11120 New Hampshire Avenue
Silver Spring, MD 20904

Longmead Crossing Limited Partnership
806 West Diamond Avenue
Gaithersburg, Maryland 20878

Title Insurer: N/A
Parcel ID No. 13-255-2711817

LIBER 8708 FOLIO 708

PL1:SDH1-4
02/06/89:ceb

SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS
(Longmead Crossing)

THIS DECLARATION, made this 17 day of February 1989, by PULTE HOME CORPORATION, a corporation organized and existing under the laws of the State of Michigan and LONGMEAD CROSSING LIMITED PARTNERSHIP, A Maryland Limited Partnership, hereinafter collectively called "Declarant"

W I T N E S S E T H:

WHEREAS, the Declarant is the owner of real property described herein and desires to create thereon a residential community with permanent common areas and community facilities for the benefit of said community; and

WHEREAS, Declarant, has heretofore imposed certain covenants and conditions upon certain other real property by Declaration recorded December 28, 1983 in Liber 6278 at folio 725 and by numerous Supplementary Declarations heretofore recorded among the Land Records of Montgomery County, Maryland; and

WHEREAS, Declarant deems it desirable to extend the scheme of covenants and restrictions set forth in the Declaration aforesaid unto additional of its properties, in accordance with Article II, Section 2 of the Declaration aforesaid;

NOW, THEREFORE, Declarant hereby declares as follows:

1. All the terms and conditions of the Declaration aforesaid are hereby imposed upon the real property hereinafter described and Declarant hereby declares that said real property is and shall be held, conveyed, hypothecated, or encumbered, sold, leased, rented, used,

occupied, and improved subject to the covenants, restrictions, easements, charges and liens set forth in the aforesaid Supplementary Declaration as amended, just as if all said covenants and restrictions were fully set forth herein.

2. The real property subject to this Supplementary Declaration of Covenants and Restrictions is described on Exhibit "A", attached hereto and incorporated herein by this reference.

3. Except as hereinabove modified and amended, the terms and conditions set forth in the aforesaid Declaration of Covenants and Restrictions are hereby ratified and confirmed.

IN WITNESS WHEREOF, the said PULTE HOME CORPORATION, a Michigan corporation, by CHARLES S. HOCKENSMITH, Division Executive Vice President, has on this 17 day of February, 1989, caused these presents to be executed by CHARLES S. HOCKENSMITH, its Division Executive Vice President, and does hereby constitute and appoint said CHARLES S. HOCKENSMITH its true and lawful attorney-in-fact to acknowledge and deliver these presents as the act and deed of said PULTE HOME CORPORATION.

PULTE HOME CORPORATION

By _____
Charles S. Hockensmith
Division Executive Vice President
Attorney-in-Fact of Pulte
Home Corporation

STATE OF MARYLAND)
) SS:
COUNTY OF MONTGOMERY)

I HEREBY CERTIFY that on this 17 day of February 1989, before me, the subscriber, a Notary Public in and for

the State aforesaid and County of Montgomery personally appeared CHARLES S. HOCKENSMITH, who is personally known to me to be the Division Executive Vice President of PULTE HOME CORPORATION, and the person named as attorney-in-fact in the foregoing Supplementary Declaration, and by virtue of the authority vested by said instrument, acknowledge the same to be the act and deed of PULTE HOME CORPORATION and that the same was executed for the purposes therein contained.

WITNESS my hand and notarial seal.

Cathy H. Russell
Cathy H. Russell Notary Public

My Commission Expires:

July 1, 1990

IN WITNESS WHEREOF, LONGMEAD CROSSING LIMITED PARTNERSHIP has caused this Supplementary Declaration of Covenants and Restrictions to be signed in its name by POTOMAC INVESTMENT ASSOCIATES LIMITED PARTNERSHIP, its General Partner and does hereby acknowledge and deliver these presents as its act and deed.

LONGMEAD CROSSING LIMITED PARTNERSHIP

By: POTOMAC INVESTMENT ASSOCIATES LIMITED PARTNERSHIP
General Partner

ATTEST:

By: _____
W. C. Colona
General Partner

STATE OF MARYLAND)
) SS:
COUNTY OF MONTGOMERY)

On this 16 day of FEBRUARY, 1989, before me, a Notary Public, appeared W. C. COLONA, who acknowledged himself to be a General Partner of Potomac Investment Associates Limited Partnership, which partnership is a general partner of Longmead Crossing Limited Partnership and acknowledged that he executed the within instrument for the purposes therein contained.

Notary Public

My Commission Expires:

July 1, 1990

I HEREBY CERTIFY that the within Supplementary Declaration was prepared by the undersigned, a member of good standing of the Bar of the Court of Appeals of Maryland.

Louis S. Pettey

Parcel ID# 13-255-2711817

Title Insurer: N/A

Pulte Home Corporation
11120 New Hampshire Avenue
Silver Spring, Md. 20904

Longmead Crossing Limited
Partnership
806 W. Diamond Avenue
Gaithersburg, Md. 20878

Dewberry & Davis

Architects Engineers Planners Surveyors

EXHIBIT "A"

804 West Diamond Avenue
Gaithersburg, MD 20877
301 948-8300

JANUARY 13, 1988

DESCRIPTION OF CONDOMINIUM PHASE NINE
BLOCK K, LONGMEAD
WHEATON ELECTION DISTRICT 13
MONTGOMERY COUNTY, MARYLAND

Being a parcel of land situated in the District, County and State as aforesaid and being part of Parcel A as the same is shown on a Plat of Subdivision entitled "Parcel A, Block K, Longmead" recorded June 3, 1987, as Plat 16507 in Plat Book 144, which said Parcel A is part of the lands conveyed from RCC, Inc., (the successor by change of name to Rossmoor Construction Corporation by "Articles of Amendment" recorded among the Corporate Records of Montgomery County, Maryland, in Liber 338 at Folio 001) to Longmead Crossing Limited Partnership by deed dated August 11, 1983, and recorded in Liber 6152 at Folio 427, all recordings referring to the Land Records of Montgomery County, Maryland, the aforesaid Condominium Phase Nine being more particularly described thus:

Beginning for the same at the north end of Curve 10 on the west line of Normandy Crossing Drive (70 feet wide) as the same are shown on Plat 16507 aforesaid; running thence with the same

DESCRIPTION OF CONDOMINIUM PHASE NINE
BLOCK K, LONGMEAD
WHEATON ELECTION DISTRICT 13
MONTGOMERY COUNTY, MARYLAND
JANUARY 13, 1988
PAGE 2

1) By a curve to the right having a radius of 1007.00 feet, an arc length of 60.01 feet, a central angle of 03° 24' 52", a tangent length of 30.01 feet and a long chord which bears South 46° 38' 27" East for a distance of 60.00 feet to the north corner of Condominium Phase Eight; running thence with said Phase Seven for three courses thus:

2) South 52° 58' 47" West, 115.45 feet and

3) South 20° 51' 39" West, 49.63 feet to a corner common to said Phase Eight and Condominium Phase Seven; running thence with said Phase Seven for three courses thus:

4) South 55° 12' 14" West, 43.00 feet,

5) South 34° 47' 46" East, 13.00 feet and

6) South 55° 12' 14" West, 23.83 feet to intersect the north line of Condominium Phase Six; running thence with the same for two courses thus:

7) North 34° 47' 46" West, 16.51 feet and

8) South 55° 12' 14" West, 22.00 feet to the east corner of Condominium Phase Ten; running thence with the same

9) North 34° 47' 46" West, 124.99 feet to a point of curvature; running thence in part with said Phase Ten, in part with Condominium Phase Eleven and in part with Condominium Phase Twelve

DESCRIPTION OF CONDOMINIUM PHASE NINE
BLOCK K, LONGMEAD
WHEATON ELECTION DISTRICT 13
MONTGOMERY COUNTY, MARYLAND
JANUARY 13, 1988
PAGE 3

10) By a curve to the right having a radius of 186.00 feet, an arc length of 145.70 feet, a central angle of 44° 52' 52", a tangent length of 76.82 feet and a long chord which bears North 12° 21' 20" West for a distance of 142.00 feet to its point of tangency; continuing thence with said Phase Twelve,

11) North 10° 05' 07" East, 56.21 feet to intersect the aforesaid west line of Normandy Crossing Drive; running thence with the same for two courses thus:

12) South 79° 54' 53" East, 70.15 feet to a point of curvature and

13) By a curve to the right, the same being Curve 9 as shown on Plat 16507 aforesaid, having a radius of 335.00 feet, an arc length of 184.57 feet, a central angle of 31° 34' 01", a tangent length of 94.69 feet and a long chord which bears South 64° 07' 53" East for a distance of 182.24 feet to the beginning, containing 50,346 square feet or 1.15578 acres of land.

102/51/jf

LIBER 8739 FOLIO 270

PL3:SDH1-4
03/07/89:ceb

SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS
(Longmead Crossing)
(Phase Ten)

THIS DECLARATION, made this 14 day of March 1989, by PULTE HOME CORPORATION, a corporation organized and existing under the laws of the State of Michigan and LONGMEAD CROSSING LIMITED PARTNERSHIP, A Maryland Limited Partnership, hereinafter collectively called "Declarant"

W I T N E S S E T H:

WHEREAS, the Declarant is the owner of real property described herein and desires to create thereon a residential community with permanent common areas and community facilities for the benefit of said community; and

WHEREAS, Declarant, has heretofore imposed certain covenants and conditions upon certain other real property by Declaration recorded December 28, 1983 in Liber 6270 at folio 725 and by numerous Supplementary Declarations heretofore recorded among the Land Records of Montgomery County, Maryland; and

WHEREAS, Declarant deems it desirable to extend the scheme of covenants and restrictions set forth in the Declaration aforesaid unto additional of its properties, in accordance with Article II, Section 2 of the Declaration aforesaid;

NOW, THEREFORE, Declarant hereby declares as follows:

1. All the terms and conditions of the Doclaration aforesaid are hereby imposed upon the real property hereinafter described and Declarant hereby declares that said real property is and shall be held, conveyed, hypothecated, or encumbered, sold, leased, rented, used,

occupied, and improved subject to the covenants, restrictions, easements, charges and liens set forth in the aforesaid Supplementary Declaration as amended, just as if all said covenants and restrictions were fully set forth herein.

2. The real property subject to this Supplementary Declaration of Covenants and Restrictions is described on Exhibit "A", attached hereto and incorporated herein by this reference.

3. Except as hereinabove modified and amended, the terms and conditions set forth in the aforesaid Declaration of Covenants and Restrictions are hereby ratified and confirmed.

IN WITNESS WHEREOF, the said PULTE HOME CORPORATION, a Michigan corporation, by CHARLES S. HOCKENSMITH, Division Executive Vice President, has on this 14th day of March, 1989, caused these presents to be executed by CHARLES S. HOCKENSMITH, its Division Executive Vice President, and does hereby constitute and appoint said CHARLES S. HOCKENSMITH its true and lawful attorney-in-fact to acknowledge and deliver these presents as the act and deed of said PULTE HOME CORPORATION.

PULTE HOME CORPORATION

By _____
Charles S. Hockensmith
Division Executive Vice President
Attorney-in-Fact of Pulte
Home Corporation

STATE OF MARYLAND)
) SS:
COUNTY OF MONTGOMERY)

I HEREBY CERTIFY that on this 14th day of March, 1989, before me, the subscriber, a Notary Public in and for

the State aforesaid and County of Montgomery personally appeared CHARLES S. HOCKENSMITH, who is personally known to me to be the Division Executive Vice President of PULTE HOME CORPORATION, and the person named as attorney-in-fact in the foregoing Supplementary Declaration, and by virtue of the authority vested by said instrument, acknowledge the same to be the act and deed of PULTE HOME CORPORATION and that the same was executed for the purposes therein contained.

WITNESS my hand and notarial seal.

Jacqueline V. Hollinger
Notary Public

My Commission Expires:

July 1, 1990

IN WITNESS WHEREOF, LONGMEAD CROSSING LIMITED PARTNERSHIP has caused this Supplementary Declaration of Covenants and Restrictions to be signed in its name by POTOMAC INVESTMENT ASSOCIATES LIMITED PARTNERSHIP, its General Partner and does hereby acknowledge and deliver these presents as its act and deed.

LONGMEAD CROSSING LIMITED PARTNERSHIP

By: POTOMAC INVESTMENT ASSOCIATES LIMITED PARTNERSHIP
General Partner

ATTEST:

Steward S. Perrot

By: A. M. Natelli
A. M. Natelli
General Partner

STATE OF MARYLAND)
) SS:
COUNTY OF MONTGOMERY)

On this 14th day of MARCH, 1989, before me, a Notary Public, appeared A M NATELLI, who acknowledged himself to be a General Partner of Potomac Investment Associates Limited Partnership, which partnership is a general partner of Longmead Crossing Limited Partnership and acknowledged that he executed the within instrument for the purposes therein contained.

Notary Public

My Commission Expires:

July 1, 1990

I HEREBY CERTIFY that the within Supplementary Declaration was prepared by the undersigned, a member of good standing of the Bar of the Court of Appeals of Maryland.

Louis S. Pettey

Parcel ID# 13-255-2711817

Title Insurer: N/A

Pulte Home Corporation
11120 New Hampshire Avenue
Silver Spring, Md. 20904

Longmead Crossing Limited
Partnership
806 W. Diamond Avenue
Gaithersburg, Md. 20878

Clerk's Notice
Document scanned from the paper original and may contain minor blemishes caused by the scanning process.

Dewberry & Davis
Architects Engineers Planners Surveyors

804 West Diamond Avenue
Gaithersburg, MD 20877
301 948-8300

EXHIBIT "A"

JANUARY 13, 1988

DESCRIPTION OF CONDOMINIUM PHASE TEN
BLOCK K, LONGMEAD
WHEATON ELECTION DISTRICT 13
MONTGOMERY COUNTY, MARYLAND

Being a parcel of land situated in the District, County and State as aforesaid and being part of Parcel A as the same is shown on a Plat of Subdivision entitled "Parcel A, Block K, Longmead" recorded June 3, 1987, as Plat 16507 in Plat Book 144, which said Parcel A is part of the lands conveyed from RCC, Inc., (the successor by change of name to Rossmoor Construction Corporation by "Articles of Amendment" recorded among the Corporate Records of Montgomery County, Maryland, in Liber 338 at Folio 001) to Longmead Crossing Limited Partnership by deed dated August 11, 1983, and recorded in Liber 6152 at Folio 427, all recordings referring to the Land Records of Montgomery County, Maryland, the aforesaid Condominium Phase Ten being more particularly described thus:

Beginning for the same at the south corner of Condominium Phase Eleven, said corner being on the east line of Longmead Crossing Drive (70 feet wide) and bearing South 34° 47' 46" East for a distance of 243.08 feet from the south end of Curve 14, all as shown on Plat 16507 aforesaid; running thence across Parcel A aforesaid and with said Phase Eleven for three courses thus:

1) North 55° 12' 14" East, 144.00 feet,

2) North 34° 47' 46" West, 58.00 feet and

DESCRIPTION OF CONDOMINIUM PHASE TEN
BLOCK K, LONGMEAD
WHEATON ELECTION DISTRICT 13
MONTGOMERY COUNTY, MARYLAND
JANUARY 13, 1988

3) North 55° 12' 14" East, 132.95 feet to intersect the west line of Condominium Phase Nine; running thence with the same for two courses thus:

4) By a curve to the left having a radius of 186.00 feet, an arc length of 33.18 feet, a central angle of 10° 13' 10", a tangent length of 16.63 feet and a long chord which bears South 29° 41' 11" East for a distance of 33.13 feet to its point of tangency and

5) South 34° 47' 46" East, 124.99 feet to intersect the northwest line of Condominium Phase Six; running thence with the same,

6) South 55° 12' 14" West, 274.00 feet to intersect the aforesaid east line of Longmead Crossing Drive; running thence with the same,

7) North 34° 47' 46" West, 99.99 feet to the beginning, containing 34,970 square feet or 0.80279 acres of land.

102/52/jf

(6)

LIBER 8779 FOLIO 872 PL4:SDH1-4
04/06/89:ceb

LTIC

SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS
(Longmead Crossing)
(Phase Eleven)

THIS DECLARATION, made this 12th day of April, 1989, by PULTE HOME CORPORATION, a corporation organized and existing under the laws of the State of Michigan and LONGMEAD CROSSING LIMITED PARTNERSHIP, A Maryland Limited Partnership, hereinafter collectively called "Declarant"

W I T N E S S E T H:

WHEREAS, the Declarant is the owner of real property described herein and desires to create thereon a residential community with permanent common areas and community facilities for the benefit of said community; and

WHEREAS, Declarant, has heretofore imposed certain covenants and conditions upon certain other real property by Declaration recorded December 28, 1983 in Liber 6270 at folio 725 and by numerous Supplementary Declarations heretofore recorded among the Land Records of Montgomery County, Maryland; and

WHEREAS, Declarant deems it desirable to extend the scheme of covenants and restrictions set forth in the Declaration aforesaid unto additional of its properties, in accordance with Article II, Section 2 of the Declaration aforesaid;

NOW, THEREFORE, Declarant hereby declares as follows:

1. All the terms and conditions of the Declaration aforesaid are hereby imposed upon the real property hereinafter described and Declarant hereby declares that said real property is and shall be held, conveyed, hypothecated, or encumbered, sold, leased, rented, used,

89 APR 17 AM 9:00

occupied, and improved subject to the covenants, restrictions, easements, charges and liens set forth in the aforesaid Supplementary Declaration as amended, just as if all said covenants and restrictions were fully set forth herein.

2. The real property subject to this Supplementary Declaration of Covenants and Restrictions is described on Exhibit "A", attached hereto and incorporated herein by this reference.

3. Except as hereinabove modified and amended, the terms and conditions set forth in the aforesaid Declaration of Covenants and Restrictions are hereby ratified and confirmed.

IN WITNESS WHEREOF, the said PULTE HOME CORPORATION, a Michigan corporation, by CHARLES S. HOCKENSMITH, Division Executive Vice President, has on this 12th day of April, 1989, caused these presents to be executed by CHARLES S. HOCKENSMITH, its Division Executive Vice President, and does hereby constitute and appoint said CHARLES S. HOCKENSMITH its true and lawful attorney-in-fact to acknowledge and deliver these presents as the act and deed of said PULTE HOME CORPORATION.

PULTE HOME CORPORATION

By _____
Charles S. Hockensmith
Division Executive Vice President
Attorney-in-Fact of Pulte
Home Corporation

STATE OF MARYLAND)
) SS:
COUNTY OF MONTGOMERY)

I HEREBY CERTIFY that on this 12th day of April, 1989, before me, the subscriber, a Notary Public in and for

the State aforesaid and County of Montgomery personally appeared CHARLES S. HOCKENSMITH, who is personally known to me to be the Division Executive Vice President of PULTE HOME CORPORATION, and the person named as attorney-in-fact in the foregoing Supplementary Declaration, and by virtue of the authority vested by said instrument, acknowledge the same to be the act and deed of PULTE HOME CORPORATION and that the same was executed for the purposes therein contained.

WITNESS my hand and notarial seal.

Jacqueline V. Hottinger Notary Public

My Commission Expires:

July 1, 1990

IN WITNESS WHEREOF, LONGMEAD CROSSING LIMITED PARTNERSHIP has caused this Supplementary Declaration of Covenants and Restrictions to be signed in its name by POTOMAC INVESTMENT ASSOCIATES LIMITED PARTNERSHIP, its General Partner and does hereby acknowledge and deliver these presents as its act and deed.

LONGMEAD CROSSING LIMITED PARTNERSHIP

By: POTOMAC INVESTMENT ASSOCIATES LIMITED PARTNERSHIP
General Partner

ATTEST:

By: _____
W. C. Colona
General Partner

STATE OF MARYLAND)
) SS:
COUNTY OF MONTGOMERY)

On this 10th day of April, 1989, before me, a Notary Public, appeared W.C. Colona, who acknowledged himself to be a General Partner of Potomac Investment Associates Limited Partnership, which partnership is a general partner of Longmead Crossing Limited Partnership and acknowledged that he executed the within instrument for the purposes therein contained.

Susan S. Provost
Notary Public

SUSAN S. PROVOST NOTARY PUBLIC FREDERICK CO., MD.

My Commission Expires:

July 1, 1990

I HEREBY CERTIFY that the within Supplementary Declaration was prepared by the undersigned, a member of good standing of the Bar of the Court of Appeals of Maryland.

Louis S. Pettey

Parcel ID# 13-255-2711817

Title Insurer: N/A

Pulte Home Corporation
11120 New Hampshire Avenue
Silver Spring, Md. 20904

Longmead Crossing Limited
Partnership
806 W. Diamond Avenue
Gaithersburg, Md. 20878

Dewberry & Davis

Architects Engineers Planners Surveyors

904 West Diamond Avenue
Gaithersburg, MD 20877
301 948-8200

EXHIBIT "A"

JANUARY 13, 1988

DESCRIPTION OF CONDOMINIUM PHASE ELEVEN
BLOCK K, LONGMEAD
WHEATON ELECTION DISTRICT 13
MONTGOMERY COUNTY, MARYLAND

Being a parcel of land situated in the District, County and State as aforesaid and being part of Parcel A as the same is shown on a Plat of Subdivision entitled "Parcel A, Block K, Longmead" recorded June 3, 1987, as Plat 16507 in Plat Book 144, which said Parcel A is part of the lands conveyed from RCC, Inc., (the successor by change of name to Rossmoor Construction Corporation by "Articles of Amendment" recorded among the Corporate Records of Montgomery County, Maryland, in Liber 338 at Folio 001) to Longmead Crossing Limited Partnership by deed dated August 11, 1983, and recorded in Liber 6152 at Folio 427, all recordings referring to the Land Records of Montgomery County, Maryland, the aforesaid Condominium Phase Eleven being more particularly described thus:

Beginning for the same at the southernmost corner of Condominium Phase Twelve, said corner being on the east line of Longmead Crossing Drive (70 feet wide) and bearing South 34° 47' 46" East for a distance of 69.08 feet from the south end of Curve 14, all as shown on Plat 16507 aforesaid; running thence across the aforesaid Parcel A and with said Phase Twelve for seven courses thus:

1) North 55° 12' 14" East, 126.00 feet,
2) South 34° 47' 46" East, 18.00 feet,
3) North 55° 12' 14" East, 40.00 feet,

DESCRIPTION OF CONDOMINIUM PHASE ELEVEN
BLOCK K, LONGMEAD
WHEATON ELECTION DISTRICT 13
MONTGOMERY COUNTY, MARYLAND
JANUARY 13, 1988
PAGE 2

4) South 34° 47' 46" East, 40.00 feet,

5) North 55° 12' 14" East, 34.50 feet,

6) South 34° 47' 46" East, 18.00 feet and

7) North 55° 12' 14" East, 88.42 feet to intersect the west line of Condominium Phase Nine; running thence with the same

8) By a curve to the left having a radius of 186.00 feet, an arc length of 41.84 feet, a central angle of 12° 53' 20", a tangent length of 21.01 feet and a long chord which bears South 18° 07' 56" East for a distance of 41.75 feet to the northern corner of Condominium Phase Ten; running thence with the same for three courses thus:

9) South 55° 12' 14" West, 132.95 feet,

10) South 34° 47' 46" East, 58.00 feet and

11) South 55° 12' 14" West, 144.00 feet to intersect the aforesaid east line of Longmead Crossing Drive; running thence with the same,

12) North 34° 47' 46" West, 174.00 feet to the beginning, containing 32,154 square feet or 0.73815 acres of land.

102/53/jf

LIBER FOLIO
0010023 024

RPROP/DCC/PL91
DOCLONG1-4
11/11/91:ceb

SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS
(Longmead Crossing)
(Phase Two)

LTIC

THIS DECLARATION, made this 14 day of November, 1991, by PULTE HOME CORPORATION, a corporation organized and existing under the laws of the State of Michigan and LONGMEAD CROSSING LIMITED PARTNERSHIP, A Maryland Limited Partnership, hereinafter collectively called "Declarant"

W I T N E S S E T H:

WHEREAS, the Declarant is the owner of real property described herein and desires to create thereon a residential community with permanent common areas and community facilities for the benefit of said community; and

WHEREAS, Declarant, has heretofore imposed certain covenants and conditions upon certain other real property by Declaration recorded December 28, 1983 in Liber 6279 folio 725 and by numerous Supplementary Declarations heretofore recorded among the Land Records of Montgomery County, Maryland; and

MISC 20.00
NAMES 4.00
PARCEL 1.00
SURCHAR 2.00

WHEREAS, Declarant deems it desirable to extend the scheme of covenants and restrictions set forth in the Declaration aforesaid unto additional of its properties, in accordance with Article II, Section 2 of the Declaration aforesaid;

NOW, THEREFORE, Declarant hereby declares as follows:

1. All the terms and conditions of the Declaration aforesaid are hereby imposed upon the real property hereinafter described and Declarant hereby declares that said real property is and shall be held, conveyed, hypothecated, or encumbered, sold, leased, rented, used,

91 NOV 14 P 3:03.0
FILED
BETTIE A. SKELTON
CLERKS OFFICE
MONTGOMERY CO MD

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occupied, and improved subject to the covenants, restrictions, easements, charges and liens set forth in the aforesaid Supplementary Declaration as amended, just as if all said covenants and restrictions were fully set forth herein.

2. The real property subject to this Supplementary Declaration of Covenants and Restrictions is described on Exhibit "A", attached hereto and incorporated herein by this reference.

3. Except as hereinabove modified and amended, the terms and conditions set forth in the aforesaid Declaration of Covenants and Restrictions are hereby ratified and confirmed.

IN WITNESS WHEREOF, the said PULTE HOME CORPORATION, a Michigan corporation, has on this 14th day of November, 1991, caused these presents to be executed by CHARLES S. HOCKENSMITH, its Potomac Operation President, and does hereby constitute and appoint said CHARLES S. HOCKENSMITH its true and lawful attorney-in-fact to acknowledge and deliver these presents as the act and deed of said PULTE HOME CORPORATION.

PULTE HOME CORPORATION

By _____
Charles S. Hockensmith
President, Potomac Operation
Attorney-in-Fact of Pulte
Home Corporation

STATE OF MARYLAND)
) SS:
COUNTY OF MONTGOMERY)

I HEREBY CERTIFY that on this 14 day of November, 1991, before me, the subscriber, a Notary Public in and for

the State aforesaid and County of Howard personally appeared CHARLES S. HOCKENSMITH, who is personally known to me to be the Potomac Operation President of PULTE HOME CORPORATION, and the person named as attorney-in-fact in the foregoing Supplementary Declaration, and by virtue of the authority vested by said instrument, acknowledge the same to be the act and deed of PULTE HOME CORPORATION and that the same was executed for the purposes therein contained.

WITNESS my hand and notarial seal.

Notary Public

NOTARY PUBLIC CHARLES F. TURNER HOWARD CO., MD.

My Commission Expires:

9-11-94

IN WITNESS WHEREOF, LONGMEAD CROSSING LIMITED PARTNERSHIP has caused this Supplementary Declaration of Covenants and Restrictions to be signed in its name by POTOMAC INVESTMENT ASSOCIATES LIMITED PARTNERSHIP, its General Partner and does hereby acknowledge and deliver these presents as its act and deed.

LONGMEAD CROSSING LIMITED PARTNERSHIP

By: POTOMAC INVESTMENT ASSOCIATES LIMITED PARTNERSHIP
General Partner

ATTEST:

Louise Major
Louise Major

By: _____
D. S. Franyo
General Partner

STATE OF MARYLAND)
) SS:
COUNTY OF MONTGOMERY)

On this 14th day of November, 1991, before me, a Notary Public, appeared D.S. Franyo, who acknowledged himself to be a General Partner of Potomac Investment Associates Limited Partnership, which partnership is a general partner of Longmead Crossing Limited Partnership and acknowledged that he executed the within instrument for the purposes therein contained.

Notary Public

My Commission Expires: September 1, 1994

I HEREBY CERTIFY that the within Supplementary Declaration was prepared by the undersigned, a member of good standing of the Bar of the Court of Appeals of Maryland.

Louis S. Pettey

Parcel ID# 13-255-2921641

Title Insurer: N/A

Pulte Home Corporation
11120 New Hampshire Avenue
Silver Spring, Md. 20904

Longmead Crossing Limited
Partnership
806 W. Diamond Avenue
Gaithersburg, Md. 20878

Return to: Fenton Title Company
8485 Fenton Street
Silver Spring, MD 20910

EXHIBIT "A" LIBER FOLIO

Dewberry & Davis
Architects
Engineers
Planners
Surveyors
801 West Diamond Avenue
Gaithersburg, MD 20878
301 948-8500
Fax: 301 258-7607

0010023 828

NOVEMBER 6, 1991

DESCRIPTION OF
PHASE 2
WINTERGATE AT LONGMEAD CONDOMINIUM
WHEATON (13th) ELECTION DISTRICT
MONTGOMERY COUNTY, MARYLAND

BEING a portion of the property conveyed from R.C.C., INC. (Successor by change of name from Rossmoor Construction Corporation by "Articles of Amendment" recorded among the corporate records of Montgomery County, Maryland in Liber 338 at Folio 001) by deed dated August 11, 1983 and recorded in Liber 6152 at Folio 427 among the land records of Montgomery County, Maryland and being also part of Parcel E, Block B - LONGMEAD as recorded on a plat of subdivision in Plat Book 160 at Plat 18169 among said land records and more particularly described as follows:

BEGINNING at a point located North 72° 06' 38" West, 183.42 feet from the end of the S 09° 16' 39" E, 23.78 foot line as shown on the above mentioned plat of subdivision and running thence by four (4) lines of division now made through the above mentioned Parcel E, Block B, Longmead

1. North 47° 35' 57" West, 122.00 feet
2. North 42° 24' 03" East, 80.00 feet
3. South 47° 35' 57" East, 122.00 feet
4. South 42° 24' 03" West, 80.00 feet to the point of beginning, containing 9,760 square feet or 0.22406 acres of land, subject to conditions of record.

Virginia
Maryland
North Carolina
Tennessee
New York
New Jersey
Connecticut

LIBER FOLIO
0010023 029 LTIC

R:ROP/1OC/PL91
DOCLOK:1-4
11/11/91:ceb

SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS
(Longmead Crossing)
(Phase Three)

THIS DECLARATION, made this 14 day of November, 1991, by PULTE HOME CORPORATION, a corporation organized and existing under the laws of the State of Michigan and LONGMEAD CROSSING LIMITED PARTNERSHIP, A Maryland Limited Partnership, hereinafter collectively called "Declarant"

W I T N E S S E T H:

WHEREAS, the Declarant is the owner of real property described herein and desires to create thereon a residential community with permanent common areas and community facilities for the benefit of said community; and

MISC I 24.00
NAMES 4.00
481.00 RECORDA- 1.00
SURCHARG 2.00

WHEREAS, Declarant, has heretofore imposed certain covenants and conditions upon certain other real property by Declaration recorded December 28, 1983 in Liber 6270 at folio 725 and by numerous Supplementary Declarations heretofore recorded among the Land Records of Montgomery County, Maryland; and

WHEREAS, Declarant deems it desirable to extend the scheme of covenants and restrictions set forth in the Declaration aforesaid unto additional of its properties, in accordance with Article II, Section 2 of the Declaration aforesaid;

NOW, THEREFORE, Declarant hereby declares as follows:

1. All the terms and conditions of the Declaration aforesaid are hereby imposed upon the real property hereinafter described and Declarant hereby declares that said real property is and shall be held, conveyed, hypothecated, or encumbered, sold, leased, rented, used,

91 NOV 14 P 3:04.2
FILED
DETTIE A. SKELTON
CLERKS OFFICE
MONTGOMERY CO MD

occupied, and improved subject to the covenants, restrictions, easements, charges and liens set forth in the aforesaid Supplementary Declaration as amended, just as if all said covenants and restrictions were fully set forth herein.

2. The real property subject to this Supplementary Declaration of Covenants and Restrictions is described on Exhibit "A", attached hereto and incorporated herein by this reference.

3. Except as hereinabove modified and amended, the terms and conditions set forth in the aforesaid Declaration of Covenants and Restrictions are hereby ratified and confirmed.

IN WITNESS WHEREOF, the said PULTE HOME CORPORATION, a Michigan corporation, has on this 14 day of November, 1991, caused these presents to be executed by CHARLES S. HOCKENSMITH, its Potomac Operation President, and does hereby constitute and appoint said CHARLES S. HOCKENSMITH its true and lawful attorney-in-fact to acknowledge and deliver these presents as the act and deed of said PULTE HOME CORPORATION.

PULTE HOME CORPORATION

By _____
Charles S. Hockensmith
President, Potomac Operation
Attorney-in-Fact of Pulte
Home Corporation

STATE OF MARYLAND)
) SS:
COUNTY OF MONTGOMERY)

I HEREBY CERTIFY that on this 14 day of November, 1991, before me, the subscriber, a Notary Public in and for

LIBER FOLIO
0010023 831

the State aforesaid and County of Howard ~~Montgomery~~ personally appeared CHARLES S. HOCKENSMITH, who is personally known to me to be the Potomac Operation President of PULTE HOME CORPORATION, and the person named as attorney-in-fact in the foregoing Supplementary Declaration, and by virtue of the authority vested by said instrument, acknowledge the same to be the act and deed of PULTE HOME CORPORATION and that the same was executed for the purposes therein contained.

WITNESS my hand and notarial seal.

Notary Public

NOTARY PUBLIC CHARLES F. TURNER HOWARD CO. MD

My Commission Expires:
9-11-94

IN WITNESS WHEREOF, LONGMEAD CROSSING LIMITED PARTNERSHIP has caused this Supplementary Declaration of Covenants and Restrictions to be signed in its name by POTOMAC INVESTMENT ASSOCIATES LIMITED PARTNERSHIP, its General Partner and does hereby acknowledge and deliver these presents as its act and deed.

LONGMEAD CROSSING LIMITED PARTNERSHIP

By: POTOMAC INVESTMENT ASSOCIATES LIMITED PARTNERSHIP
General Partner

ATTEST:

Louise Major
Louise Major

By: D. S. Tranyo
General Partner

LIBER FOLIO
0010023 832

STATE OF MARYLAND)
) SS:
COUNTY OF MONTGOMERY)

On this 14th day of November, 1991, before me, a Notary Public, appeared D. S. Franyo. who acknowledged himself to be a General Partner of Potomac Investment Associates Limited Partnership, which partnership is a general partner of Longmead Crossing Limited Partnership and acknowledged that he executed the within instrument for the purposes therein contained.

Notary Public

My Commission Expires: September 1, 1994

I HEREBY CERTIFY that the within Supplementary Declaration was prepared by the undersigned, a member of good standing of the Bar of the Court of Appeals of Maryland.

Louis S. Pettey

Parcel ID# 13-255-2921641

Title Insurer: N/A

Pulte Home Corporation
11120 New Hampshire Avenue
Silver Spring, Md. 20904

Longmead Crossing Limited
Partnership
806 W. Diamond Avenue
Gaithersburg, Md. 20878

Return to: Fenton Title Company
8485 Fenton Street
Silver Spring, MD 20910

EXHIBIT "A" LIBER FOLIO

00110023 033

Dewberry & Davis
Architects
Engineers
Planners
Surveyors
804 West Diamond Avenue
Gaithersburg, MD 20878
301 948-8310
Fax: 301 258-7637

NOVEMBER 6, 1991

DESCRIPTION OF
PHASE 3
WINTERGATE AT LONGMEAD CONDOMINIUM
WHEATON (13th) ELECTION DISTRICT
MONTGOMERY COUNTY, MARYLAND

BEING a portion of the property conveyed from R.C.C., INC. (Successor by change of name from Rossmoor Construction Corporation by "Articles of Amendment" recorded among the corporate records of Montgomery County, Maryland in Liber 338 at Folio 001) by deed dated August 11, 1983 and recorded in Liber 6152 at Folio 427 among the land records of Montgomery County, Maryland and being also part of Parcel E, Block B - LONGMEAD as recorded on a plat of subdivision in Plat Book 160 at Plat 18169 among said land records and more particularly described as follows:

BEGINNING at a point located on the South 78° 06' 31" West, 302.66 foot line as shown on the above mentioned plat of subdivision, said point being located 159.19 feet from the beginning thereof and running thence with a portion of said line

1. South 78° 06' 31" West, 113.32 feet; thence by thirteen (13) lines of division now made through the above mentioned Parcel E, Block B, Longmead
2. North 11° 53' 29" West, 33.72 feet
3. North 47° 35' 57" West, 100.00 feet
4. South 42° 24' 03" West, 105.00 feet
5. North 47° 35' 57" West, 60.45 feet

Virginia
Maryland
North Carolina
Tennessee
New York
New Jersey
Connecticut

PHASE 3
WINTERGATE AT LONGMEAD CONDOMINIUM

6. North 02° 35' 57" West, 28.28 feet
7. North 42° 24' 03" East, 276.50 feet
8. South 47° 35' 57" East, 21.75 feet
9. South 83° 31' 55" East, 42.61 feet
10. South 47° 35' 57" East, 10.75 feet
11. South 02° 35' 57" East, 15.56 feet
12. South 42° 24' 03" West, 80.00 feet
13. South 47° 35' 57" East, 122.00 feet
14. South 11° 53' 29" East, 91.10 feet to the point of beginning, containing 45,256 square feet or 1.03894 acres of land, subject to conditions of record.

LIBER FOLIO

0010023 035

LTIC

RPROP/LOC/PL01
DOCLONG1-4
11/11/91:ceb

SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS
(Longmead Crossing)
(Phase Four)

THIS DECLARATION, made this 14 day of November, 1991, by PULTE HOME CORPORATION, a corporation organized and existing under the laws of the State of Michigan and LONGMEAD CROSSING LIMITED PARTNERSHIP, A Maryland Limited Partnership, hereinafter collectively called "Declarant"

W I T N E S S E T H:

WHEREAS, the Declarant is the owner of real property described herein and desires to create thereon a residential community with permanent common areas and community facilities for the benefit of said community; and

WHEREAS, Declarant, has heretofore imposed certain covenants and conditions upon certain other real property by Declaration recorded December 28, 1983 in Liber 6270 folio 725 and by numerous Supplementary Declarations heretofore recorded among the Land Records of Montgomery County, Maryland; and

MISC I 20.00
NAMES
REC. 4.00
PARCEL ID 1.00
SURCHARG 2.00
SUBTOTAL 85.00
CHECK TL 85.00
#416000 C001 R04 T15:08
11/14/91

WHEREAS, Declarant deems it desirable to extend the scheme of covenants and restrictions set forth in the Declaration aforesaid unto additional of its properties, in accordance with Article II, Section 2 of the Declaration aforesaid;

NOW, THEREFORE, Declarant hereby declares as follows:

1. All the terms and conditions of the Declaration aforesaid are hereby imposed upon the real property hereinafter described and Declarant hereby declares that said real property is and shall be held, conveyed, o hypothecated, or encumbered, sold, leased, rented, used,

91 NOV 14 P 3:04.2
FILED
BETTIE A. SKELTON
CLERKS OFFICE
MONTGOMERY CO MD

occupied, and improved subject to the covenants, restrictions, easements, charges and liens set forth in the aforesaid Supplementary Declaration as amended, just as if all said covenants and restrictions were fully set forth herein.

2. The real property subject to this Supplementary Declaration of Covenants and Restrictions is described on Exhibit "A", attached hereto and incorporated herein by this reference.

3. Except as hereinabove modified and amended, the terms and conditions set fortn in the aforesaid Declaration of Covenants and Restrictions are hereby ratified and confirmed.

IN WITNESS WHEREOF, the said PULTE HOME CORPORATION, a Michigan corporation, has on this 14th day of November, 1991, caused these presents to be executed by CHARLES S. HOCKENSMITH, its Potomac Operation President, and does hereby constitute and appoint said CHARLES S. HOCKENSMITH its true and lawful attorney-in-fact to acknowledge and deliver these presents as the act and deed of said PULTE HOME CORPORATION.

PULTE HOME CORPORATION

By _____
Charles S. Hockensmith
President, Potomac Operation
Attorney-in-Fact of Pulte
Home Corporation

STATE OF MARYLAND)
) SS:
COUNTY OF MONTGOMERY)

I HEREBY CERTIFY that on this 14 day of November, 1991, before me, the subscriber, a Notary Public in and for

the State aforesaid and County of Howard ~~Montgomery~~ personally appeared CHARLES S. HOCKENSMITH, who is personally known to me to be the Potomac Operation President of PULTE HOME CORPORATION, and the person named as attorney-in-fact in the foregoing Supplementary Declaration, and by virtue of the authority vested by said instrument, acknowledge the same to be the act and deed of PULTE HOME CORPORATION and that the same was executed for the purposes therein contained.

WITNESS my hand and notarial seal.

Notary Public

NOTARY PUBLIC CHARLES F. TURNER HOWARD CO. MD

My Commission Expires:
9-11-94

IN WITNESS WHEREOF, LONGMEAD CROSSING LIMITED PARTNERSHIP has caused this Supplementary Declaration of Covenants and Restrictions to be signed in its name by POTOMAC INVESTMENT ASSOCIATES LIMITED PARTNERSHIP, its General Partner and does hereby acknowledge and deliver these presents as its act and deed.

LONGMEAD CROSSING LIMITED PARTNERSHIP

By: POTOMAC INVESTMENT ASSOCIATES LIMITED PARTNERSHIP
General Partner

ATTEST:

Louise Major
Louise Major

By: _____
D. S. Franyo
General Partner

LIBER FOLIO
0010023 838

STATE OF MARYLAND)
) SS:
COUNTY OF MONTGOMERY)

On this 14th day of November, 1991, before me, a Notary Public, appeared D.S. Franyo, who acknowledged himself to be a General Partner of Potomac Investment Associates Limited Partnership, which partnership is a general partner of Longmead Crossing Limited Partnership and acknowledged that he executed the within instrument for the purposes therein contained.

Notary Public

My Commission Expires: September 1, 1994

I HEREBY CERTIFY that the within Supplementary Declaration was prepared by the undersigned, a member of good standing of the Bar of the Court of Appeals of Maryland.

Louis S. Pettey

Parcel ID# 13-255-2921641

Title Insurer: N/A

Pulte Home Corporation
11120 New Hampshire Avenue
Silver Spring, Md. 20904

Longmead Crossing Limited Partnership
806 W. Diamond Avenue
Gaithersburg, Md. 20878

Return to: Fenton Title Company
8485 Fenton Street
Silver Spring, MD 20910

LIBER FOLIO

EXHIBIT "A" 0010023 239

Dewberry & Davis

Architects
Engineers
Planners
Surveyors

8401 West Diamond Avenue
Gaithersburg, MD 20878
301 948-8700
Fax: 301 258-7007

NOVEMBER 6, 1991

DESCRIPTION OF
PHASE 4
WINTERGATE AT LONGMEAD CONDOMINIUM
WHEATON (13th) ELECTION DISTRICT
MONTGOMERY COUNTY, MARYLAND

BEING a portion of the property conveyed from R.C.C., INC. (Successor by change of name from Rossmoor Construction Corporation by "Articles of Amendment" recorded among the corporate records of Montgomery County, Maryland in Liber 338 at Folio 001) by deed dated August 11, 1983 and recorded in Liber 6152 at Folio 427 among the land records of Montgomery County, Maryland and being also part of Parcel E, Block B - LONGMEAD as recorded on a plat of subdivision in Plat Book 160 at Plat 18169 among said land records and more particularly described as follows:

BEGINNING at a point located on the South 78° 06' 31" West, 302.66 foot line as shown on the above mentioned plat of subdivision, said point being located 272.51 feet from the beginning thereof and running thence with the remainder of said line

1. South 78° 06' 31" West, 30.15 feet; thence continuing with the outline of the above mentioned Parcel E
2. South 72° 17' 30" West, 107.46 feet; thence crossing said Parcel E by four (4) lines of division now made
3. North 17° 42' 30" West, 64.86 feet
4. North 42° 24' 03" East, 105.00 feet
5. South 47° 35' 57" East, 100.00 feet
6. South 11° 53' 29" East, 33.72 feet to the point of beginning, containing 11,965 square feet or 0.27469 acres of land, subject to conditions of record.

Virginia
Maryland
North Carolina
Tennessee
New York
New Jersey
Connecticut

LIBER FOLIO

0010059 480

LTIC

RPROP/LOC/PL91
DOCLOM:1-4
11/11/91:ceb

SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS
(Longmead Crossing)
(Phase Five and Six)

THIS DECLARATION, made this 5th day of December, 1991, by PULTE HOME CORPORATION, a corporation organized and existing under the laws of the State of Michigan and LONGMEAD CROSSING LIMITED PARTNERSHIP, A Maryland Limited Partnership, hereinafter collectively called "Declarant"

PLAT CLN 1.00
PLAT CLN
1583.00 MISC 45.00
NAMES 24.00
481.00 4.00
PARCEL ID 1.00
SURCHAR 2.00

91 DEC -5 P 3:35.7
FILED
BETTIE A. SKELTON
CLERKS OFFICE

W I T N E S S E T H:

WHEREAS, the Declarant is the owner of real property described herein and desires to create thereon a residential community with permanent common areas and community facilities for the benefit of said community; and

WHEREAS, Declarant, has heretofore imposed certain covenants and conditions upon certain other real property by Declaration recorded December 28, 1983 in Liber 6270 at folio 725 and by numerous Supplementary Declarations heretofore recorded among the Land Records of Montgomery County, Maryland; and

WHEREAS, Declarant deems it desirable to extend the scheme of covenants and restrictions set forth in the Declaration aforesaid unto additional of its properties, in accordance with Article II, Section 2 of the Declaration aforesaid;

NOW, THEREFORE, Declarant hereby declares as follows:

1. All the terms and conditions of the Declaration aforesaid are hereby imposed upon the real property hereinafter described and Declarant hereby declares that said real property is and shall be held, conveyed, hypothecated, or encumbered, sold, leased, rented, used,

occupied, and improved subject to the covenants, restrictions, easements, charges and liens set forth in the aforesaid Supplementary Declaration as amended, just as if all said covenants and restrictions were fully set forth herein.

2. The real property subject to this Supplementary Declaration of Covenants and Restrictions is described on Exhibit "A", attached hereto and incorporated herein by this reference.

3. Except as hereinabove modified and amended, the terms and conditions set forth in the aforesaid Declaration of Covenants and Restrictions are hereby ratified and confirmed.

IN WITNESS WHEREOF, the said PULTE HOME CORPORATION, a Michigan corporation, has on this 5th day of December, 1991, caused these presents to be executed by CHARLES S. HOCKENSMITH, its Potomac Operation President, and does hereby constitute and appoint said CHARLES S. HOCKENSMITH its true and lawful attorney-in-fact to acknowledge and deliver these presents as the act and deed of said PULTE HOME CORPORATION.

PULTE HOME CORPORATION

By _____
Charles S. Hockensmith
President, Potomac Operation
Attorney-in-Fact of Pulte
Home Corporation

STATE OF MARYLAND)
) SS:
COUNTY OF MONTGOMERY)

I HEREBY CERTIFY that on this 5th day of December, 1991, before me, the subscriber, a Notary Public in and for

the State aforesaid and County of Montgomery personally appeared CHARLES S. HOCKENSMITH, who is personally known to me to be the Potomac Operation President of PULTE HOME CORPORATION, and the person named as attorney-in-fact in the foregoing Supplementary Declaration, and by virtue of the authority vested by said instrument, acknowledge the same to be the act and deed of PULTE HOME CORPORATION and that the same was executed for the purposes therein contained.

WITNESS my hand and notarial seal.

Jacqueline V. Ostrow
Jacqueline Ostrow Notary Public

My Commission Expires:
April 1, 1993

IN WITNESS WHEREOF, LONGMEAD CROSSING LIMITED PARTNERSHIP has caused this Supplementary Declaration of Covenants and Restrictions to be signed in its name by POTOMAC INVESTMENT ASSOCIATES LIMITED PARTNERSHIP, its General Partner and does hereby acknowledge and deliver these presents as its act and deed.

LONGMEAD CROSSING LIMITED PARTNERSHIP

By: POTOMAC INVESTMENT ASSOCIATES LIMITED PARTNERSHIP
General Partner

ATTEST:

Barbara Weller
Barbara Weller

By: _____
W. C. Colona
General Partner

STATE OF MARYLAND)
) SS:
COUNTY OF MONTGOMERY)

On this 5th day of DECEMBER, 1991, before me, a Notary Public, appeared W. C. COLONA, who acknowledged himself to be a General Partner of Potomac Investment Associates Limited Partnership, which partnership is a general partner of Longmead Crossing Limited Partnership and acknowledged that he executed the within instrument for the purposes therein contained.

Joan Fay Fellenz
Notary Public Joan Fay Fellenz

My Commission Expires:

9-1-92

I HEREBY CERTIFY that the within Supplementary Declaration was prepared by the undersigned, a member of good standing of the Bar of the Court of Appeals of Maryland.

Louis S. Pettey

Parcel ID# 13-255-2921641

Title Insurer: N/A

Pulte Home Corporation
11120 New Hampshire Avenue
Silver Spring, Md. 20904

Longmead Crossing Limited
Partnership
806 W. Diamond Avenue
Gaithersburg, Md. 20878

Dewberry & Davis
8401 West Diamond Avenue
Gaithersburg, MD 20878
301 [illegible]
Fax: 301 258-7607

EXHIBIT "A"

NOVEMBER 26, 1991

DESCRIPTION OF
PHASE 5
WINTERGATE AT LONGMEAD CONDOMINIUM
WHEATON (13TH) ELECTION DISTRICT
MONTGOMERY COUNTY, MARYLAND

Being a portion of the property conveyed from Longmead Crossing Limited Partnership, a Maryland Limited Partnership, to Pulte Home Corporation by deed dated August 15, 1991 and recorded among the Land Records of Montgomery County, Maryland in Liber 9854 at Folio 851, and also being part of Parcel E, Block B -Longmead as shown a Plat of Subdivision recorded among said Land Records in Plat Book 160 as Plat No. 18169, and more particularly described as follows:

Beginning at a point lying at the southeasterly end of the first or "North 47° 35' 57" West, 74.00 feet" line as described in Exhibit "A" of said deed of conveyance recorded in Liber 9894 Folio 851, said point bearing North 16° 37' 53" West, 221.86 feet from the northeasterly end of the "S 72° 17' 30" W 115.46 feet" line as shown on said Plat; thence running with the said first line of said conveyance

1) North 47° 35' 57" West, 74.00 feet; thence with part of the second line of said conveyance
2) North 42° 24' 03" East, 110.00 feet; thence crossing said conveyance with the division line between Phase 5 and Phase 6 as shown on said Exhibit "A"
3) South 47° 35' 57" East, 74.00 feet to intersect the fourth line as described in said Exhibit "A" of said conveyance; thence with part of said line
4) South 42° 24' 03" West, 110.00 feet to the point of beginning containing 8140 square feet or 0.18687 of an acre of land subject to conditions of record.

Virginia
Maryland
North Carolina
Tennessee
New York
New Jersey
Connecticut

Dewberry & Davis

Architects
Engineers
Planners
Surveyors

801 West Diamond Avenue
Gaithersburg, MD 20878
301 [illegible]
Fax: 301 [illegible]

NOVEMBER 26, 1991

DESCRIPTION OF
PHASE 6
WINTERGATE AT LONGMEAD CONDOMINIUM
WHEATON (13TH) ELECTION DISTRICT
MONTGOMERY COUNTY, MARYLAND

Being a portion of the property conveyed from Longmead Crossing Limited Partnership, a Maryland Limited Partnership, to Pulte Home Corporation by deed dated August 15, 1991 and recorded among the Land Records of Montgomery County, Maryland in Liber 9894 at Folio 851, and also being part of Parcel E, Block B -Longmead as shown on a Plat of Subdivision recorded among said Land Records in Plat Book 160 as Plat No. 18169, and more particularly described as follows:

Beginning at a point lying at the northeasterly end of the second or "North 42° 24' 03" East, 242.50 feet" line as described in Exhibit "A" of said deed of conveyance recorded in Liber 9894 at Folio 851; thence running with the third line of said conveyance

1) South 47° 35' 57" East, 74.00 feet; thence with part of the fourth line of said conveyance
2) South 42° 24' 03" West, 132.50 feet; thence crossing said conveyance with the division line between Phase 5 and 6 as shown on said Exhibit "A"
3) North 47° 35' 57" West, 74.00 feet to intersect the said second line of said conveyance; thence with part of said line
4) North 42° 24' 03" East, 132.50 feet to the point of beginning containing 9805 square feet or 0.22509 of an acre of land subject to conditions of record.

Virginia
Maryland
North Carolina
[illegible]
New York
New Jersey
Connecticut

LIBER FOLIO LIBER FOLIO

0010112 184 0010073 830

RPROP/LOC/PL91
DOCLOHC1-4
12/04/91:cab

SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS
(Longmead Crossing)
(Phase SEVEN)

THIS DECLARATION, made this 13th day of DECEMBER, 1991, by PULTE HOME CORPORATION, a corporation organized and existing under the laws of the State of Michigan and LONGMEAD CROSSING LIMITED PARTNERSHIP, A Maryland Limited Partnership, hereinafter collectively called "Declarant"

W I T N E S S E T H:

WHEREAS, the Declarant is the owner of real property described herein and desires to create thereon a residential community with permanent common areas and community facilities for the benefit of said community; and

WHEREAS, Declarant, has heretofore imposed certain covenants and conditions upon certain other real property by Declaration recorded December 28, 1983 in Liber 6270 at folio 725 and by numerous Supplementary Declarations heretofore recorded among the Land Records of Montgomery County, Maryland; and

WHEREAS, Declarant deems it desirable to extend the scheme of covenants and restrictions set forth in the Declaration aforesaid unto additional of its properties in accordance with Article II, Section 2 of the Declaration aforesaid;

NOW, THEREFORE, Declarant hereby declares as follows:

1. All the terms and conditions of the Declaration aforesaid are hereby imposed upon the real property hereinafter described and Declarant hereby declares that said real property is and shall be held, conveyed, hypothecated, or encumbered, sold, leased, rented, used,

FILED
BETTIE A. SKELTON
CLERKS OFFICE
MONTGOMERY COUNTY

These documents are being rerecorded to correct order of recordation

occupied, and improved subject to the covenants, restrictions, easements, charges and liens set forth in the aforesaid Supplementary Declaration as amended, just as if all said covenants and restrictions were fully set forth herein.

2. The real property subject to this Supplementary Declaration of Covenants and Restrictions is described on Exhibit "A", attached hereto and incorporated herein by this reference.

3. Except as hereinabove modified and amended, the terms and conditions set forth in the aforesaid Declaration of Covenants and Restrictions are hereby ratified and confirmed.

IN WITNESS WHEREOF, the said PULTE HOME CORPORATION, a Michigan corporation, has on this 13th day of December, 1991, caused these presents to be executed by Carol Fitzgerald, its Vice President, Maryland Division. and does hereby constitute and appoint said Carol Fitzgerald its true and lawful attorney-in-fact to acknowledge and deliver these presents as the act and deed of said PULTE HOME CORPORATION.

PULTE HOME CORPORATION

By Carol Fitzgerald

Carol Fitzgerald, Vice President
Maryland Division
Attorney-in-Fact of Pulte
Home Corporation

STATE OF MARYLAND)
) SS:
COUNTY OF MONTGOMERY)

I HEREBY CERTIFY that on this 13th day of December, 1991, before me, the subscriber, a Notary Public in and for

the State aforesaid and County of Frederick personally appeared Carol Fitzgerald who is personally known to me to be the Vice President, Maryland Div. of PULTE HOME CORPORATION, and the person named as attorney-in-fact in the foregoing Supplementary Declaration, and by virtue of the authority vested by said instrument, acknowledge the same to be the act and deed of PULTE HOME CORPORATION and that the same was executed for the purposes therein contained.

WITNESS my hand and notarial seal.

Audrey G. Carter
Notary Public

AUDREY G. CARTER NOTARY PUBLIC FREDERICK CO., MD.

My Commission Expires:

February 1, 1992

IN WITNESS WHEREOF, LONGMEAD CROSSING LIMITED PARTNERSHIP has caused this Supplementary Declaration of Covenants and Restrictions to be signed in its name by POTOMAC INVESTMENT ASSOCIATES LIMITED PARTNERSHIP, its General Partner and does hereby acknowledge and deliver these presents as its act and deed.

LONGMEAD CROSSING LIMITED PARTNERSHIP

By: POTOMAC INVESTMENT ASSOCIATES LIMITED PARTNERSHIP
General Partner

ATTEST:

Robert F. Gilroy

By: A. M. Natelli
A. M. Natelli
General Partner

LIBER FOLIO LIBER FOLIO

0010112 187 0010073 833

STATE OF MARYLAND)
) SS:
COUNTY OF MONTGOMERY)

On this 13th day of December, 1991, before me, a Notary Public, appeared A. M. Natelli, who acknowledged himself to be a General Partner of Potomac Investment Associates Limited Partnership, which partnership is a general partner of Longmead Crossing Limited Partnership and acknowledged that he executed the within instrument for the purposes therein contained.

Notary Public

My Commission Expires:

7-25-94

I HEREBY CERTIFY that the within Supplementary Declaration was prepared by the undersigned, a member of good standing of the Bar of the Court of Appeals of Maryland.

Louis S. Pettey

Parcel ID# 13-255-2921641

Title Insurer: N/A

Pulte Home Corporation
11120 New Hampshire Avenue
Silver Spring, Md. 20904

Longmead Crossing Limited Partnership
806 W. Diamond Avenue
Gaithersburg, Md. 20878

LIBER FOLIO 0010073 834

EXHIBIT "A" 0010112 180

Dewberry & Davis
Architects
Engineers
Planners
Surveyors
801 West Diamond Avenue
Gaithersburg, MD 20878
301 918-8900
Fax: 301 258-7607

DECEMBER 4, 1991

DESCRIPTION OF
PHASE 7
WINTERGATE AT LONGMEAD CONDOMINIUM
WHEATON (13TH) ELECTION DISTRICT
MONTGOMERY COUNTY, MARYLAND

Being a portion of the property conveyed from R.C.C., INC. (Successor by change of name from Rossmoor Construction Corporation by "Articles of Amendment" recorded among the corporate records of Montgomery County, Maryland in Liber 338 at Folio 001) by deed dated August 11, 1983 and recorded in Liber 6152 at Folio 427 among the land records of Montgomery County, Maryland and being also part of Parcel E, Block B - LONGMEAD as recorded on a plat of subdivision in Plat Book 160 at Plat 18169 among said land records and more particularly described as follows:

Beginning at a point lying at the southeasterly end of the "N 17° 42' 30" W 773.31 feet" line as shown on the above mentioned plat of subdivision; thence running with part of said line

1) North 17° 42' 30" West, 145.00 feet; thence departing said line and running across said Parcel E the following nine (9) courses and distances:
2) North 72° 17' 30" East, 110.00 feet; thence
3) North 14° 03' 18" East, 31.59 feet; thence
4) North 47° 35' 57" West, 43.00 feet; thence
5) North 42° 24' 03" East, 80.00 feet; thence
6) South 47° 35' 57" East, 69.25 feet; thence
7) South 42° 24' 03" West, 69.00 feet; thence
8) South 02° 35' 57" East, 28.28 feet; thence

Virginia
Maryland
North Carolina
Tennessee
New York
New Jersey
Connecticut

0010112 189 0010073 035

9) South 47° 35' 57" East, 60.45 feet; thence

10) South 17° 42' 30" East, 64.86 feet to intersect the "S 72° 17' 30" W 115.46 feet" line as shown on said plat of subdivision; thence running with the remainder of said line

11) South 72° 17' 30" West, 8.00 feet; thence running with the lines of said Parcel E as shown on said plat of subdivision the following two (2) courses and distances:

12) South 17° 42' 30" East, 10.00 feet; thence

13) South 72° 17' 30" West, 164.00 feet to the point of beginning containing 29598 square feet or 0.67947 of an acre of land subject to conditions of record.

LIBER FOLIO LIBER FOLIO

0010112 200 0010073 038

LTIC

RPROP/LOC/PL91
DOCLOK:1-4
12/04/91:ceb

SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS
(Longmead Crossing)
(Phase EIGHT)

THIS DECLARATION, made this 13th day of December, 1991, by PULTE HOME CORPORATION, a corporation organized and existing under the laws of the State of Michigan and LONGMEAD CROSSING LIMITED PARTNERSHIP, A Maryland Limited Partnership, hereinafter collectively called "Declarant"

W I T N E S S E T H:

WHEREAS, the Declarant is the owner of real property described herein and desires to create thereon a residential community with permanent common areas and community facilities for the benefit of said community; and

WHEREAS, Declarant, has heretofore imposed certain covenants and conditions upon certain other real property by Declaration recorded December 28, 1983 in Liber 6270 at folio 725 and by numerous Supplementary Declarations heretofore recorded among the Land Records of Montgomery County, Maryland; and

WHEREAS, Declarant deems it desirable to extend the scheme of covenants and restrictions set forth in the Declaration aforesaid unto additional of its properties, in accordance with Article II, Section 2 of the Declaration aforesaid;

NOW, THEREFORE, Declarant hereby declares as follows:

1. All the terms and conditions of the Declaration aforesaid are hereby imposed upon the real property hereinafter described and Declarant hereby declares that said real property is and shall be held, conveyed, hypothecated, or encumbered, sold, leased, rented, used,

FILED
LETTIE A. SKELTON
CLERKS OFFICE
MONTGOMERY CO MD
91 DEC 13 P 4:05.6

FILED
LETTIE A. SKELTON
CLERKS OFFICE
MONTGOMERY CO MD
91 DEC -6 AM 11:2

occupied, and improved subject to the covenants, restrictions, easements, charges and liens set forth in the aforesaid Supplementary Declaration as amended, just as if all said covenants and restrictions were fully set forth herein.

2. The real property subject to this Supplementary Declaration of Covenants and Restrictions is described on Exhibit "A", attached hereto and incorporated herein by this reference.

3. Except as hereinabove modified and amended, the terms and conditions set forth in the aforesaid Declaration of Covenants and Restrictions are hereby ratified and confirmed.

IN WITNESS WHEREOF, the said PULTE HOME CORPORATION, a Michigan corporation, has on this 13th day of December, 1991, caused these presents to be executed by Carol Fitzgerald its Vice President, Maryland Div., and does hereby constitute and appoint said Carol Fitzgerald its true and lawful attorney-in-fact to acknowledge and deliver these presents as the act and deed of said PULTE HOME CORPORATION.

PULTE HOME CORPORATION

By Carol Fitzgerald

Carol Fitzgerald, Vice President, Maryland Div.
Attorney-in-Fact of Pulte
Home Corporation

STATE OF MARYLAND)
) SS:
COUNTY OF MONTGOMERY)

I HEREBY CERTIFY that on this 13th day of December, 1991, before me, the subscriber, a Notary Public in and for

LIBER FOLIO LIBER FOLIO
0010112 202 0010073 840

the State aforesaid and County of Frederick personally appeared Carol Fitzgerald who is personally known to me to be the Vice President, Maryland Div. of PULTE HOME CORPORATION, and the person named as attorney-in-fact in the foregoing Supplementary Declaration, and by virtue of the authority vested by said instrument, acknowledge the same to be the act and deed of PULTE HOME CORPORATION and that the same was executed for the purposes therein contained.

WITNESS my hand and notarial seal.

Audrey G. Carter Notary Public

AUDREY G. CARTER NOTARY PUBLIC FREDERICK CO., MD.

My Commission Expires:
February 1, 1992

IN WITNESS WHEREOF, LONGMEAD CROSSING LIMITED PARTNERSHIP has caused this Supplementary Declaration of Covenants and Restrictions to be signed in its name by POTOMAC INVESTMENT ASSOCIATES LIMITED PARTNERSHIP, its General Partner and does hereby acknowledge and deliver these presents as its act and deed.

LONGMEAD CROSSING LIMITED PARTNERSHIP

By: POTOMAC INVESTMENT ASSOCIATES LIMITED PARTNERSHIP
General Partner

ATTEST:

Robert F. Gilroy

By: A. M. Natelli
A. M. Natelli
General Partner

LIBER FOLIO
0010112 203

LIBER FOLIO
0010073 841

STATE OF MARYLAND)
) Ss:
COUNTY OF MONTGOMERY)

On this 13th day of December, 1991, before me, a Notary Public, appeared A. M. Natelli, who acknowledged himself to be a General Partner of Potomac Investment Associates Limited Partnership, which partnership is a general partner of Longmead Crossing Limited Partnership and acknowledged that he executed the within instrument for the purposes thercin contained.

Notary Public

My Commission Expires:

7-25-94

I HEREBY CERTIFY that the within Supplementary Declaration was prepared by the undersigned, a member of good standing of the Bar of the Court of Appeals of Maryland.

Louis S. Pettey

Parcel ID# 13-255-2921641

Title Insurer: N/A

Pulte Home Corporation
11120 New Hampshire Avenue
Silver Spring, Md. 20904

Longmead Crossing Limited Partnership
806 W. Diamond Avenue
Gaithersburg, Md. 20878

LIBER FOLIO GAITHERSBURG FOL!
0010 142 204 0010073 042

Dewberry & Davis
Architects
Engineers
Planners
Surveyors
801 West Diamond Avenue
Gaithersburg, MD 20878
301 990-0300
Fax: 301 990-1031

DECEMBER 4, 1991

DESCRIPTION OF
PHASE 8
WINTERGATE AT LONGMEAD CONDOMINIUM
WHEATON (13TH) ELECTION DISTRICT
MONTGOMERY COUNTY, MARYLAND

Being a portion of the property conveyed from R.C.C., INC. (Successor by change of name from Rossmoor Construction Corporation by "Articles of Amendment" recorded among the corporate records of Montgomery County, Maryland in Liber 338 at Folio 001) by deed dated August 11, 1983 and recorded in Liber 6152 at Folio 427 among the land records of Montgomery County, Maryland and being also part of Parcel E, Block B - LONGMEAD as recorded on a plat of subdivision in Plat Book 160 at Plat 18169 among said land records and more particularly described as follows:

Beginning at a point lying on the "N 17° 42' 30" W 773.31 feet" line as shown on the above-mentioned plat of subdivision, said point lying distant 145.00 feet in a northwesterly direction from the southeasterly end thereof; thence running with part of said line

1) North 17° 42' 30" West, 158.31 feet; thence departing said line and running across said Parcel E the following seven (7) courses and distances:
2) North 72° 17' 30" East, 47.30 feet; thence
3) North 42° 24' 03" East, 83.26 feet; thence
4) South 47° 35' 57" East, 110.50 feet; thence
5) South 42° 24' 03" West, 80.00 feet; thence
6) South 47° 35' 57" East, 43.00 feet; thence

Virginia
Maryland
North Carolina
Tennessee
New York
New Jersey
Connecticut

7) South 14° 03' 18" West, 31.59 feet; thence

8) South 72° 17' 30" West, 110.00 feet to the point of beginning containing 23700 square feet or 0.54408 of an acre of land subject to conditions of record.

LIBER FOLIO
0010173 308

1084

RPROP/DOC/PL92
DOCLOG 01-4
02/06/92:ceb

SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS
(Longmead Crossing)
(Phase Nine)

THIS DECLARATION, made this 12th day of February, 1992, by PULTE HOME CORPORATION, a corporation organized and existing under the laws of the State of Michigan and LONGMEAD CROSSING LIMITED PARTNERSHIP, A Maryland Limited Partnership, hereinafter collectively called "Declarant"

92 FEB 12 A 9:20

FILED
LETTIE A. SKELTON
CLERKS OFFICE
MONTGOMERY CO MD

W I T N E S S E T H:

WHEREAS, the Declarant is the owner of real property described herein and desires to create thereon a residential community with permanent common areas and community facilities for the benefit of said community; and

WHEREAS, Declarant, has heretofore imposed certain covenants and conditions upon certain other real property by Declaration recorded December 28, 1983 in Liber 6270 at folio 725 and by numerous Supplementary Declarations heretofore recorded among the Land Records of Montgomery County, Maryland; and

WHEREAS, Declarant deems it desirable to extend the scheme of covenants and restrictions set forth in the Declaration aforesaid unto additional of its properties, in accordance with Article II, Section 2 of the Declaration aforesaid;

NOW, THEREFORE, Declarant hereby declares as follows:

1. All the terms and conditions of the Declaration aforesaid are hereby imposed upon the real property hereinafter described and Declarant hereby declares that said real property is and shall be held, conveyed, hypothecated, or encumbered, sold, leased, rented, used,

occupied, and improved subject to the covenants, restrictions, easements, charges and liens set forth in the aforesaid Supplementary Declaration as amended, just as if all said covenants and restrictions were fully set forth herein.

2. The real property subject to this Supplementary Declaration of Covenants and Restrictions is described on Exhibit "A", attached hereto and incorporated herein by this reference.

3. Except as hereinabove modified and amended, the terms and conditions set forth in the aforesaid Declaration of Covenants and Restrictions are hereby ratified and confirmed.

IN WITNESS WHEREOF, the said PULTE HOME CORPORATION, a Michigan corporation, has on this 12th day of FEBRUARY, 1992, caused these presents to be executed by CHARLES S. HOCKENSMITH, its Potomac Operation President, and does hereby constitute and appoint said CHARLES S. HOCKENSMITH its true and lawful attorney-in-fact to acknowledge and deliver these presents as the act and deed of said PULTE HOME CORPORATION.

PULTE HOME CORPORATION

By _____
Charles S. Hockensmith
President, Potomac Operation
Attorney-in-Fact of Pulte
Home Corporation

STATE OF MARYLAND)
) SS:
COUNTY OF ~~MONTGOMERY~~ HOWARD)

I HEREBY CERTIFY that on this 12th day of FEBRUARY, 1992, before me, the subscriber, a Notary Public in and for

the State aforesaid and County of Montgomery personally appeared CHARLES S. HOCKENSMITH, who is personally known to me to be the Potomac Operation President of PULTE HOME CORPORATION, and the person named as attorney-in-fact in the foregoing Supplementary Declaration, and by virtue of the authority vested by said instrument, acknowledge the same to be the act and deed of PULTE HOME CORPORATION and that the same was executed for the purposes therein contained.

WITNESS my hand and notarial seal.

Charles F. Turner
Notary Public

NOTARY PUBLIC CHARLES F. TURNER HOWARD CO. MD

My Commission Expires:
9-11-94

IN WITNESS WHEREOF, LONGMEAD CROSSING LIMITED PARTNERSHIP has on this 11th day of February, 1992, caused this Supplementary Declaration of Covenants and Restrictions to be signed in its name by POTOMAC INVESTMENT ASSOCIATES LIMITED PARTNERSHIP, its General Partner and does hereby acknowledge and deliver these presents as its act and deed.

LONGMEAD CROSSING LIMITED PARTNERSHIP

By: POTOMAC INVESTMENT ASSOCIATES LIMITED PARTNERSHIP
General Partner

ATTEST:

Diane Meyer

By: _____
General Partner

LIBER FOLIO
0010173 311

STATE OF MARYLAND)
) SS:
COUNTY OF MONTGOMERY)

On this 11th day of February, 1992, before me, a Notary Public, appeared W. C. Colona, who acknowledged himself to be a General Partner of Potomac Investment Associates Limited Partnership, which partnership is a general partner of Longmead Crossing Limited Partnership and acknowledged that he executed the within instrument for the purposes therein contained.

Nella Saah
Notary Public

My Commission Expires: September 1, 1994

I HEREBY CERTIFY that the within Supplementary Declaration was prepared by the undersigned, a member of good standing of the Bar of the Court of Appeals of Maryland.

Louis S. Pettey

Parcel ID# 13-255-2921641

Title Insurer: N/A

Return to: Fenton Title Company
8485 Fenton Street
Suite 300
Silver Spring, MD 20910

Pulte Home Corporation
11120 New Hampshire Avenue
Silver Spring, Md. 20904

Longmead Crossing Limited Partnership
806 W. Diamond Avenue
Gaithersburg, Md. 20878

LIBER FOLIO
0010173 312

EXIBIT "A"

Dewberry & Davis
Architects
Engineers
Planners
Surveyors
8401 West Diamond Avenue
Gaithersburg, MD 20878
301 948-8500
Fax: 301 258-7607

JANUARY 21, 1992

DESCRIPTION OF
PHASE 9
WINTERGATE AT LONGMEAD CONDOMINIUM
WHEATON (13TH) ELECTION DISTRICT
MONTGOMERY COUNTY, MARYLAND

Being a portion of the property conveyed from Longmead Crossing Limited Partnership, a Maryland Limited Partnership, to Pulte Home Corporation by deed dated January 9, 1992 and recorded among the Land Records of Montgomery County, Maryland in Liber 10121 at Folio 718, and also being part of Parcel E, Block B - Longmead as shown on a Plat of Subdivision recorded among said Land Records in Plat Book 160 as Plat No. 18169, and more particularly described as follows:

BEGINNING at a point lying on the "N 17° 42' 30" W 773.31 feet" line of said Parcel E as shown on the above-mentioned Plat, said point lying distant 303.31 feet in a northwesterly direction from the southeasterly end thereof, said point also being a common corner with the tract of land conveyed to Pulte Home Corporation by deed dated October 3, 1991 and recorded among said Land Records in Liber 9964 at Folio 832, said tract of land now known as Phase 8, Wintergate at Longmead Condominium; thence running with the first line as described in said conveyance to Pulte Home Corporation recorded in Liber 10121 at Folio 718, said line running with part of the above-mentioned 773.31 foot line of said Parcel E

1) North 17° 42' 30" West, 230.00 feet; thence departing said line and running across said Parcel E with the second (2nd) through sixth (6th) courses of said conveyance recorded in Liber 10121 at Folio 718 the following five (5) courses and distances:
2) North 72° 17' 30" East, 37.66 feet; thence
3) South 47° 35' 57" East, 92.96 feet; thence
4) North 42° 24' 03" East, 43.00 feet; thence
5) South 67° 37' 59" East, 48.16 feet; thence

Virginia
Maryland
North Carolina
Tennessee
New York
New Jersey
Connecticut

6) South 47° 35' 57" East, 128.75 feet; thence crossing said conveyance recorded in Liber 10121 at Folio 718 with the division line, as shown therein, between Phase 9 and Phase 10

7) South 42° 24' 03" West, 82.50 feet to intersect the northeasterly common line of division with said Phase 8; thence with part of said line

8) North 47° 35' 57" West, 62.75 feet; thence again running with the lines of said Phase 8 the following two (2) courses and distances:

9) South 42° 24' 03" West, 83.26 feet; thence

10) South 72° 17' 30" West, 47.30 feet to the point of beginning containing 32,044 square feet or 0.73563 of an acre of land subject to conditions of record.

desc\winter9.lmc

LIBER FOLIO

00102[illegible]9 322

LTIC

RPROP/DOC/PL02
DOCL01-4
02/06/92:ceb

SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS
(Longmead Crossing)
(Phase Ten)

92 MAR 23 A 9:35.6

THIS DECLARATION, made this 19th day of MARCH 1992, by PULTE HOME CORPORATION, a corporation organized and existing under the laws of the State of Michigan and LONGMEAD CROSSING LIMITED PARTNERSHIP, A Maryland Limited Partnership, hereinafter collectively called "Declarant"

W I T N E S S E T H:

WHEREAS, the Declarant is the owner of real property described herein and desires to create thereon a residential community with permanent common areas and community facilities for the benefit of said community; and

WHEREAS, Declarant, has heretofore imposed certain covenants and conditions upon certain other real property by Declaration recorded December 28, 1983 in Liber 6270 at folio 725 and by numerous Supplementary Declarations heretofore recorded among the Land Records of Montgomery County, Maryland; and

WHEREAS, Declarant deems it desirable to extend the scheme of covenants and restrictions set forth in the Declaration aforesaid unto additional of its properties, in accordance with Article II, Section 2 of the Declaration aforesaid;

NOW, THEREFORE, Declarant hereby declares as follows:

1. All the terms and conditions of the Declaration aforesaid are hereby imposed upon the real property hereinafter described and Declarant hereby declares that said real property is and shall be held, conveyed, hypothecated, or encumbered, sold, leased, rented, used,

occupied, and improved subject to the covenants, restrictions, easements, charges and liens set forth in the aforesaid Supplementary Declaration as amended, just as if all said covenants and restrictions were fully set forth herein.

2. The real property subject to this Supplementary Declaration of Covenants and Restrictions is described on Exhibit "A", attached hereto and incorporated herein by this reference.

3. Except as hereinabove modified and amended, the terms and conditions set forth in the aforesaid Declaration of Covenants and Restrictions are hereby ratified and confirmed.

IN WITNESS WHEREOF, the said PULTE HOME CORPORATION, a Michigan corporation, has on this 19th day of March, 1992, caused these presents to be executed by CHARLES S. HOCKENSMITH, its Potomac Operation President, and does hereby constitute and appoint said CHARLES S. HOCKENSMITH its true and lawful attorney-in-fact to acknowledge and deliver these presents as the act and deed of said PULTE HOME CORPORATION.

PULTE HOME CORPORATION

By _____
Charles S. Hockensmith
President, Potomac Operation
Attorney-in-Fact of Pulte
Home Corporation

STATE OF MARYLAND)
) SS:
COUNTY OF MONTGOMERY)

I HEREBY CERTIFY that on this 19 day of MARCH, 1992, before me, the subscriber, a Notary Public in and for

LIBER FOLIO

00102~~7~~9 324

the State aforesaid and County of ~~Montgomery~~ Howard personally appeared CHARLES S. HOCKENSMITH, who is personally known to me to be the Potomac Operation President of PULTE HOME CORPORATION, and the person named as attorney-in-fact in the foregoing Supplementary Declaration, and by virtue of the authority vested by said instrument, acknowledge the same to be the act and deed of PULTE HOME CORPORATION and that the same was executed for the purposes therein contained.

WITNESS my hand and notarial seal.

Charles F. Turner
Notary Public

NOTARY PUBLIC CHARLES F. TURNER HOWARD CO. MD

My Commission Expires:
9-11-94

IN WITNESS WHEREOF, LONGMEAD CROSSING LIMITED PARTNERSHIP has on this 19th day of March, 1992, caused this Supplementary Declaration of Covenants and Restrictions to be signed in its name by POTOMAC INVESTMENT ASSOCIATES LIMITED PARTNERSHIP, its General Partner and does hereby acknowledge and deliver these presents as its act and deed.

LONGMEAD CROSSING LIMITED
PARTNERSHIP

By: POTOMAC INVESTMENT ASSOCIATES
LIMITED PARTNERSHIP
General Partner

ATTEST:

N. Charles Barbot
N. Charles Barbot

By: _____
W. C. Colona
General Partner

LIBER FOLIO

00102~~4~~9 325

STATE OF MARYLAND)
) SS:
COUNTY OF MONTGOMERY)

On this 19th day of MARCH, 1992, before me, a Notary Public, appeared W. C. COLONA, who acknowledged himself to be a General Partner of Potomac Investment Associates Limited Partnership, which partnership is a general partner of Longmead Crossing Limited Partnership and acknowledged that he executed the within instrument for the purposes therein contained.

Notary Public
JOAN FAY FELLENZ

My Commission Expires:

91-92

I HEREBY CERTIFY that the within Supplementary Declaration was prepared by the undersigned, a member of good standing of the Bar of the Court of Appeals of Maryland.

Richard F. Stefanelli

Parcel ID# 13-255-2921641

Title Insurer: N/A

Pulte Home Corporation
11120 New Hampshire Avenue
Silver Spring, Md. 20904

Longmead Crossing Limited
Partnership
806 W. Diamond Avenue
Gaithersburg, Md. 20878

Return to: Fenton Title Company
8485 Fenton Street
Suite 300
Silver Spring, MD 20910

LIBER FOLIO

EXHIBIT "A"

0010229 326

Dewberry & Davis

Architects
Engineers
Planners
Surveyors

8401 West Diamond Avenue
Gaithersburg, MD 20878
301 948-8000
Fax: 301 258-7407

FEBRUARY 7, 1992

DESCRIPTION OF
PHASE 10
WINTERGATE AT LONGMEAD CONDOMINIUM
WHEATON (13TH) ELECTION DISTRICT
MONTGOMERY COUNTY, MARYLAND

Being a portion of the property conveyed from Longmead Crossing Limited Partnership, a Maryland Limited Partnership, to Pulte Home Corporation by deed dated January 9, 1992 and recorded among the Land Records of Montgomery County, Maryland in Liber 10121 at Folio 718, and also being part of Parcel E, Block B - Longmead as shown on a Plat of Subdivision recorded among said Land Records in Plat Book 160 as Plat No. 18169, and more particularly described as follows:

Beginning at a point bearing North 16° 37' 53" West, 221.86 feet from the northeasterly end of the "S 72° 17' 30" W 115.46 feet" line as shown on said Plat, said point being a common corner to the tract of land conveyed to Pulte Home Corporation by deed dated August 15, 1991 and recorded among said Land Records in Liber 9894 at Folio 851, said tract now known as Phases 5 and 6, Wintergate at Longmead Condominium, said point also lying on the northwesterly line of a tract of land conveyed to Pulte Home Corporation by deed recorded among said Land Records in Liber 9842 at Folio 849, said tract now known as Phases 1, 2, 3, and 4, Wintergate at Longmead Condominium; thence running with part of the last mentioned line of said Phase 3 and also running with the ninth (9th) course of the above-mentioned conveyance recorded in Liber 10121 at Folio 718

1) South 42° 24' 03" West, 86.00 feet to the common corner with the tract of land conveyed to Pulte Home Corporation by deed recorded October 3, 1991 in Liber 9964 at Folio 832, said tract now known as Phases 7 and 8, Wintergate at Longmead Condominium; thence running with part of the

Virginia
Maryland
North Carolina
Tennessee
New York
New Jersey
Connecticut

tenth (10th) course of said conveyance recorded in Liber 10121 at Folio 718, said line being part of the common line of division with said Phases 7 and 8

2) North 47° 35' 57" West, 117.00 feet; thence crossing said conveyance recorded in Liber 10121 Folio 718 with the division line, as shown therein, between Phase 9 and Phase 10

3) North 42° 24' 03" East, 86.00 feet; thence crossing said Parcel E, in part and running along the westerly line of said Phase 5, in part,

4) South 47° 35' 57" East, 117.00 feet to the point of beginning containing 10,062 square feet or 0.23099 of an acre of land subject to conditions of record.

LIBER FOLIO

0010308 470

RPROP/1 OC/PL92
DOCL01-4
02/06/112:cab
1 of 4

LTIC

SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS
(Longmead Crossing)
(Phase Eleven)

THIS DECLARATION, made this 15th day of April, 1992, by PULTE HOME CORPORATION, a corporation organized and existing under the laws of the State of Michigan and LONGMEAD CROSSING LIMITED PARTNERSHIP, A Maryland Limited Partnership, hereinafter collectively called "Declarant"

92 APR 16 P 2:32.6
FILED
BETTIE A. SKELTON
CLERKS OFFICE
MONTGOMERY CO MD

W I T N E S S E T H:

WHEREAS, the Declarant is the owner of real property described herein and desires to create thereon a residential community with permanent common areas and community facilities for the benefit of said community; and

WHEREAS, Declarant, has heretofore imposed certain covenants and conditions upon certain other real property by Declaration recorded December 28, 1983 in Liber 6270 at folio 725 and by numerous Supplementary Declarations heretofore recorded among the Land Records of Montgomery County, Maryland; and

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NAMES
201.00 2.00
PARCEL ID 1.00
SURCHARG 2.00

WHEREAS, Declarant deems it desirable to extend the scheme of covenants and restrictions set forth in the Declaration aforesaid unto additional of its properties, in accordance with Article II, Section 2 of the Declaration aforesaid;

NOW, THEREFORE, Declarant hereby declares as follows:

1. All the terms and conditions of the Declaration aforesaid are hereby imposed upon the real property hereinafter described and Declarant hereby declares that said real property is and shall be held, conveyed, hypothecated, or encumbered, sold, leased, rented, used,

24.00
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2-

occupied, and improved subject to the covenants, restrictions, easements, charges and liens set forth in the aforesaid Supplementary Declaration as amended, just as if all said covenants and restrictions were fully set forth herein.

2. The real property subject to this Supplementary Declaration of Covenants and Restrictions is described on Exhibit "A", attached hereto and incorporated herein by this reference.

3. Except as hereinabove modified and amended, the terms and conditions set forth in the aforesaid Declaration of Covenants and Restrictions are hereby ratified and confirmed.

IN WITNESS WHEREOF, the said PULTE HOME CORPORATION, a Michigan corporation, has on this 13th day of April, 1992, caused these presents to be executed by CHARLES S. HOCKENSMITH, its Potomac Operation President, and does hereby constitute and appoint said CHARLES S. HOCKENSMITH its true and lawful attorney-in-fact to acknowledge and deliver these presents as the act and deed of said PULTE HOME CORPORATION.

PULTE HOME CORPORATION

By _____
Charles S. Hockensmith
President, Potomac Operation
Attorney-in-Fact of Pulte
Home Corporation

STATE OF MARYLAND)
) SS:
COUNTY OF MONTGOMERY)

I HEREBY CERTIFY that on this 13 day of April, 1992, before me, the subscriber, a Notary Public in and for

LIBER FOLIO
0010308 472

the State aforesaid and County of Howard personally appeared CHARLES S. HOCKENSMITH, who is personally known to me to be the Potomac Operation President of PULTE HOME CORPORATION, and the person named as attorney-in-fact in the foregoing Supplementary Declaration, and by virtue of the authority vested by said instrument, acknowledge the same to be the act and deed of PULTE HOME CORPORATION and that the same was executed for the purposes therein contained.

WITNESS my hand and notarial seal.

Charles F. Turner
Notary Public

NOTARY PUBLIC CHARLES F. TURNER HOWARD CO. MD

My Commission Expires:
9-11-94

IN WITNESS WHEREOF, LONGMEAD CROSSING LIMITED PARTNERSHIP has on this 15th day of April, 1992, caused this Supplementary Declaration of Covenants and Restrictions to be signed in its name by POTOMAC INVESTMENT ASSOCIATES LIMITED PARTNERSHIP, its General Partner and does hereby acknowledge and deliver these presents as its act and deed.

LONGMEAD CROSSING LIMITED PARTNERSHIP

By: POTOMAC INVESTMENT ASSOCIATES LIMITED PARTNERSHIP
General Partner

ATTEST:

N. Charles Barbot

By: Anthony M. Natelli
Anthony M. Natelli
General Partner

STATE OF MARYLAND)
) SS:
COUNTY OF MONTGOMERY)

On this 15th day of APRIL, 1992, before me, a Notary Public, appeared A. M. NATELL, who acknowledged himself to be a General Partner of Potomac Investment Associates Limited Partnership, which partnership is a general partner of Longmead Crossing Limited Partnership and acknowledged that he executed the within instrument for the purposes therein contained.

Notary Public

My Commission Expires:

9-1-92

I HEREBY CERTIFY that the within Supplementary Declaration was prepared by the undersigned, a member of good standing of the Bar of the Court of Appeals of Maryland.

Louis S. Pettey

Parcel ID# 13-255-2921641

Title Insurer: N/A

Return to: Fenton Title Company
8485 Fenton Street
Suite 300
Silver Spring, MD 20910

Pulte Home Corporation
11120 New Hampshire Avenue
Silver Spring, Md. 20904

Longmead Crossing Limited Partnership
806 W. Diamond Avenue
Gaithersburg, Md. 20878

Exhibit "A" LIBER 0010303 FOLI 471

Dewberry & Davis

Architects
Engineers
Planners
Surveyors

8401 West Diamond Avenue
Gaithersburg, MD 20878
301 948-8000
Fax: 301 258-7607

MARCH 31, 1992

DESCRIPTION OF
PHASE 11
WINTERGATE AT LONGMEAD CONDOMINIUM
WHEATON (13TH) ELECTION DISTRICT
MONTGOMERY COUNTY, MARYLAND

Being a portion of the property conveyed from Longmead Crossing Limited Partnership, a Maryland Limited Partnership, to Pulte Home Corporation by deed dated March 3, 1992 and recorded among the Land Records of Montgomery County, Maryland in Liber 10210 at Folio 658, and also being part of Parcel E, Block B - Longmead as shown on a Plat of Subdivision recorded among said Land Records in Plat Book 160 as Plat No. 18169, and more particularly described as follows:

Beginning at a point bearing North 29° 55' 23" East, 618.54 feet from the southeasterly end of the "N 17° 42' 30" W, 773.31 feet" line of said Parcel E as shown on the above-mentioned Plat, said point lying at the northwesterly end of the second or "North 42° 24' 03" East, 242.50 feet" line of the tract of land now known as Phases 5 and 6 of Wintergate at Longmead Condominium, as described in Exhibit "A" of a conveyance to Pulte Home Corporation by deed dated August 15, 1991 and recorded among said Land Records in Liber 9894 at Folio 851; thence running with part of the said second line of said Phases 5 and 6, reversed

1) South 42° 24' 03" West, 119.50 feet; thence departing said line and running with the common division lines of proposed Phase 12, as shown in the above mentioned deed of conveyance recorded in Liber 10210 at Folio 658, the following two (2) courses and distances:
2) North 47° 35' 57" West, 150.00 feet; thence
3) South 42° 24' 03" West, 126.50 feet; thence running with the common lines of division with Phase 9 of said Wintergate at Longmead Condominium, as described in a deed of conveyance to Pulte Home Corporation dated

Virginia
Maryland
North Carolina
Tennessee
New York
New Jersey
Connecticut

January 9, 1992 and recorded among said Land Records in Liber 10121 at Folio 718, the following two (2) courses and distances:

4) North 47° 35' 57" West, 21.75 feet; thence
5) North 67° 37' 59" West, 48.16 feet; thence running across said Parcel E with the fifth (5th) through thirteenth (13th) courses of the above-mentioned conveyance recorded in Liber 10210 at Folio 658 the following nine (9) courses and distances:
6) North 19° 28' 10" East, 28.23 feet; thence
7) North 42° 24' 03" East, 308.50 feet; thence
8) North 47° 35' 57" West, 8.25 feet; thence
9) North 42° 24' 03" East, 80.00 feet; thence
10) South 47° 35' 57" East, 310.25 feet; thence
11) South 42° 24' 03" West, 78.00 feet; thence
12) North 47° 35' 57" West, 224.00 feet; thence
13) South 42° 24' 03" West, 74.00 feet; thence
14) South 47° 35' 57" East, 150.00 feet to the point of beginning containing 67,513 square feet or 1.54988 acres of land subject to conditions of record.

LIBER FOLIO 1 of 4

0010368 119

LTIC RPROP/1OC/PL92
DOCL01-4
02/06/92:cab

SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS
(Longmead Crossing)
(Phase Twelve)

THIS DECLARATION, made this 12th day of May, 1992, by PULTE HOME CORPORATION, a corporation organized and existing under the laws of the State of Michigan and LONGMEAD CROSSING LIMITED PARTNERSHIP, A Maryland Limited Partnership, hereinafter collectively called "Declarant".

RECORDING 24.00
NAMES 4.00
#1 PARCEL ID 1.00
SURCHARGE 2.00

92 MAY 13 P 4:12.2
FILED
BETTIE A. SKELTON
CLERKS OFFICE
MONTGOMERY CO MD

W I T N E S S E T H:

WHEREAS, the Declarant is the owner of real property described herein and desires to create thereon a residential community with permanent common areas and community facilities for the benefit of said community; and

WHEREAS, Declarant, has heretofore imposed certain covenants and conditions upon certain other real property by Declaration recorded December 28, 1983 in Liber 6270 at folio 725 and by numerous Supplementary Declarations heretofore recorded among the Land Records of Montgomery County, Maryland; and

WHEREAS, Declarant deems it desirable to extend the scheme of covenants and restrictions set forth in the Declaration aforesaid unto additional of its properties, in accordance with Article II, Section 2 of the Declaration aforesaid;

NOW, THEREFORE, Declarant hereby declares as follows:

1. All the terms and conditions of the Declaration aforesaid are hereby imposed upon the real property hereinafter described and Declarant hereby declares that said real property is and shall be held, conveyed, hypothecated, or encumbered, sold, leased, rented, used,

occupied, and improved subject to the covenants, restrictions, easements, charges and liens set forth in the aforesaid Supplementary Declaration as amended, just as if all said covenants and restrictions were fully set forth herein.

2. The real property subject to this Supplementary Declaration of Covenants and Restrictions is described on Exhibit "A", attached hereto and incorporated herein by this reference.

3. Except as hereinabove modified and amended, the terms and conditions set forth in the aforesaid Declaration of Covenants and Restrictions are hereby ratified and confirmed.

IN WITNESS WHEREOF, the said PULTE HOME CORPORATION, a Michigan corporation, has on this 13th day of April, 1992, caused these presents to be executed by CHARLES S. HOCKENSMITH, its Potomac Operation President, and does hereby constitute and appoint said CHARLES S. HOCKENSMITH its true and lawful attorney-in-fact to acknowledge and deliver these presents as the act and deed of said PULTE HOME CORPORATION.

PULTE HOME CORPORATION

By _____
Charles S. Hockensmith
President, Potomac Operation
Attorney-in-Fact of Pulte
Home Corporation

STATE OF MARYLAND)
) SS:
COUNTY OF MONTGOMERY)

I HEREBY CERTIFY that on this 13 day of April, 1992, before me, the subscriber, a Notary Public in and for

LIBER FOLIO
0010368 121

the State aforesaid and County of ~~Montgomery~~ Howard personally appeared CHARLES S. HOCKENSMITH, who is personally known to me to be the Potomac Operation President of PULTE HOME CORPORATION, and the person named as attorney-in-fact in the foregoing Supplementary Declaration, and by virtue of the authority vested by said instrument, acknowledge the same to be the act and deed of PULTE HOME CORPORATION and that the same was executed for the purposes therein contained.

WITNESS my hand and notarial seal.

Notary Public

NOTARY PUBLIC CHARLES F. TURNER HOWARD CO. MD

My Commission Expires:
9-11-94

IN WITNESS WHEREOF, LONGMEAD CROSSING LIMITED PARTNERSHIP has on this 11th day of May, 1992, caused this Supplementary Declaration of Covenants and Restrictions to be signed in its name by POTOMAC INVESTMENT ASSOCIATES LIMITED PARTNERSHIP, its General Partner and does hereby acknowledge and deliver these presents as its act and deed.

LONGMEAD CROSSING LIMITED PARTNERSHIP

By: POTOMAC INVESTMENT ASSOCIATES LIMITED PARTNERSHIP
General Partner

ATTEST:

N. Charles Barbot

By: _____
W. C. Colona
General Partner

LIBER FOLIO
0010368 122

STATE OF MARYLAND)
) SS:
COUNTY OF MONTGOMERY)

On this 11th day of MAY, 1992, before me, a Notary Public, appeared W. C. COLONA, who acknowledged himself to be a General Partner of Potomac Investment Associates Limited Partnership, which partnership is a general partner of Longmead Crossing Limited Partnership and acknowledged that he executed the within instrument for the purposes therein contained.

Joan Fay Fellenz
Notary Public
Joan Fay Fellenz

My Commission Expires:
9-1-92

I HEREBY CERTIFY that the within Supplementary Declaration was prepared by the undersigned, a member of good standing of the Bar of the Court of Appeals of Maryland.

Louis S. Pettey

Parcel ID# 13-255-2921641

Title Insurer: N/A

Return to: Fenton Title Company
8485 Fenton Street
Suite 300
Silver Spring, MD 20910

Pulte Home Corporation
11120 New Hampshire Avenue
Silver Spring, Md. 20904

Longmead Crossing Limited Partnership
806 W. Diamond Avenue
Gaithersburg, Md. 20878

LIBER FOLIO

EXHIBIT "A" 0010368 123

Dewberry & Davis

Architects
Engineers
Planners
Surveyors

804 West Diamond Avenue
Gaithersburg, MD 20878
301 948-8300
Fax: 301 258-7617

APRIL 1, 1992

DESCRIPTION OF
PHASE 12
WINTERGATE AT LONGMEAD CONDOMINIUM
WHEATON (13TH) ELECTION DISTRICT
MONTGOMERY COUNTY, MARYLAND

Being a portion of the property conveyed from Longmead Crossing Limited Partnership, a Maryland Limited Partnership, to Pulte Home Corporation by deed dated March 3, 1992 and recorded among the Land Records of Montgomery County, Maryland in Liber 10210 at Folio 658, and also being part of Parcel E, Bock B - Longmead as shown on a Plat of Subdivision recorded among said Land Records in Plat Book 160 as Plat No. 18169, and more particularly described as follows:

Beginning at a point bearing North 22° 06' 31" East, 385.34 feet from the southeasterly end of the "N 17° 42' 30" W 773.31 feet" line of said Parcel E as shown on the above-mentioned Plat, said point lying at the northwesterly end of the first or "North 47° 35' 57" West, 74.00 feet" line of the tract of land now known as Phases 5 and 6 of Wintergate at Longmead Condominium, as described in Exhibit "A" of a conveyance to Pulte Home Corporation by deed dated August 15, 1991 and recorded among said Land Records in Liber 9894 at Folio 851, said point also lying on the common line of division with Phases 9 and 10 of Wintergate at Longmead Condominium as described in a conveyance to Pulte Home Corporation by deed dated January 9, 1992 and recorded in Liber 10121 at Folio 718; thence running with the lines of said Phases 9 and 10 the following two (2) courses and distances:

1) North 47° 35' 57" West, 43.00 feet; thence
2) South 42° 24' 03" West, 3.50 feet; thence running in a reverse direction with part of the sixth (6th) or "South 47° 35' 57" East, 128.75 feet" line of said Phases 9 and 10 as described in said deed recorded in Liber 10121 at Folio 718

Virginia
Maryland
North Carolina
Tennessee
New York
New Jersey
Connecticut

3) North 47° 35' 57" West, 107.00 feet; thence departing said line and running with the common division lines of Phase 11 as shown in the above mentioned deed of conveyance recorded in Liber 10210 at Folio 658 tha following two (2) courses and distances:

4) North 42° 24' 03" East, 126.50 feet; thence

5) South 47° 35' 57" East, 150.00 feet to intersect the second or "North 42° 24' 03" East, 242.50 feet" line of said Phases 5 and 6 as described in said deed recorded in Liber 9894 at Folio 851; thence running in a reverse direction with part of said line

6) South 42° 24' 03" West, 123.00 feet to the point of beginning containing 18,824 square feet or 0.43215 of an acre of land subject to conditions of record.

wint12.lmc

0010419 843

LTIC

RPROP/DOC/PL92
DOCLG1-4
05/26/92:ceb

SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS
(Longmead Crossing)
(Phase Thirteen)

THIS DECLARATION, made this 4th day of JUNE, 1992, by PULTE HOME CORPORATION, a corporation organized and existing under the laws of the State of Michigan and LONGMEAD CROSSING LIMITED PARTNERSHIP, A Maryland Limited Partnership, hereinafter collectively called "Declarant"

W I T N E S S E T H:

WHEREAS, the Declarant is the owner of real property described herein and desires to create thereon a residential community with permanent common areas and community facilities for the benefit of said community; and

WHEREAS, Declarant, has heretofore imposed certain covenants and conditions upon certain other real property by Declaration recorded December 28, 1983 in Liber 6270 at folio 725 and by numerous Supplementary Declarations heretofore recorded among the Land Records of Montgomery County, Maryland; and

WHEREAS, Declarant deems it desirable to extend the scheme of covenants and restrictions set forth in the Declaration aforesaid unto additional of its properties, in accordance with Article II, Section 2 of the Declaration aforesaid;

NOW, THEREFORE, Declarant hereby declares as follows:

1. All the terms and conditions of the Declaration aforesaid are hereby imposed upon the real property hereinafter described and Declarant hereby declares that said real property is and shall be held, conveyed, hypothecated, or encumbered, sold, leased, rented, used,

occupied, and improved subject to the covenants, restrictions, easements, charges and liens set forth in the aforesaid Supplementary Declaration as amended, just as if all said covenants and restrictions were fully set forth herein.

2. The real property subject to this Supplementary Declaration of Covenants and Restrictions is described on Exhibit "A", attached hereto and incorporated herein by this reference.

3. Except as hereinabove modified and amended, the terms and conditions set forth in the aforesaid Declaration of Covenants and Restrictions are hereby ratified and confirmed.

IN WITNESS WHEREOF, the said PULTE HOME CORPORATION, a Michigan corporation, has on this 4th day of JUNE, 1992, caused these presents to be executed by CHARLES S. HOCKENSMITH, its Potomac Operation President, and does hereby constitute and appoint said CHARLES S. HOCKENSMITH its true and lawful attorney-in-fact to acknowledge and deliver these presents as the act and deed of said PULTE HOME CORPORATION.

PULTE HOME CORPORATION

By _____
Charles S. Hockensmith
President, Potomac Operation
Attorney-in-Fact of Pulte
Home Corporation

L 8001 F 598

STATE OF MARYLAND)
) SS:
COUNTY OF MONTGOMERY)

I HEREBY CERTIFY that on this 4th day of JUNE, 1992, before me, the subscriber, a Notary Public, personally

LIBER FOLIO
0010419 845

appeared CHARLES S. HOCKENSMITH, who is personally known to me to be the Potomac Operation President of PULTE HOME CORPORATION, and the person named as attorney-in-fact in the foregoing Supplementary Declaration, and by virtue of the authority vested by said instrument, acknowledge the same to be the act and deed of PULTE HOME CORPORATION and that the same was executed for the purposes therein contained.

WITNESS my hand and notarial seal.

Louis S. Petsey NOTARY PUBLIC Montgomery County, MD

Notary Public

My Commission Expires:

12-3-95

IN WITNESS WHEREOF, LONGMEAD CROSSING LIMITED PARTNERSHIP has on this 4th day of June, 1992, caused this Supplementary Declaration of Covenants and Restrictions to be signed in its name by POTOMAC INVESTMENT ASSOCIATES LIMITED PARTNERSHIP, its General Partner and does hereby acknowledge and deliver these presents as its act and deed.

LONGMEAD CROSSING LIMITED PARTNERSHIP

By: POTOMAC INVESTMENT ASSOCIATES LIMITED PARTNERSHIP
General Partner

ATTEST:

N. Charles Barbot

By: _____
Anthony M. Natelli
General Partner

LIBER FOLIO
0010419 846

STATE OF MARYLAND)
) SS:
COUNTY OF MONTGOMERY)

On this 4th day of June, 1992, before me, a Notary Public, appeared A. M. NATELLI, who acknowledged himself to be a General Partner of Potomac Investment Associates Limited Partnership, which partnership is a general partner of Longmead Crossing Limited Partnership and acknowledged that he executed the within instrument for the purposes therein contained.

Joan Fay Fullenz
Notary Public

My Commission Expires:

9-1-92

I HEREBY CERTIFY that the within Supplementary Declaration was prepared by the undersigned, a member of good standing of the Bar of the Court of Appeals of Maryland.

Louis S. Pettey

Parcel ID# 13-255-2921641

Title Insurer: N/A

Return to: Fenton Title Company
8485 Fenton Street
Suite 300
Silver Spring, MD 20910

Pulte Home Corporation
11120 New Hampshire Avenue
Silver Spring, Md. 20904

Longmead Crossing Limited
Partnership
806 W. Diamond Avenue
Gaithersburg, Md. 20878

EXHIBIT "A"

Dewberry & Davis

Architects
Engineers
Planners
Surveyors

8401 West Diamond Avenue
Gaithersburg, MD 20878
301 948-8300
Fax: 301 258-7607

APRIL 27, 1992

DESCRIPTION OF
PHASE 13
WINTERGATE AT LONGMEAD CONDOMINIUM
WHEATON (13TH) ELECTION DISTRICT
MONTGOMERY COUNTY, MARYLAND

Being a portion of the property conveyed from Longmead Crossing Limited Partnership, a Maryland Limited Partnership, to Pulte Home Corporation by deed recorded March 26, 1992 among the Land Records of Montgomery County, Maryland in Liber 10260 at Folio 178, and also being part of Parcel E, Block B - Longmead as shown on a Plat of Subdivision recorded among said Land Records in Plat Book 160 as Plat No. 18169, and more particularly described as follows:

Beginning at a point bearing North 36° 45' 39" East, 606.87 feet from the southeasterly end of the "N 17° 42' 30" W 773.31 feet" line of said Parcel E as shown on the above-mentioned Plat, said point lying at the southeasterly end of the third or "South 47° 35' 57" East, 74.00 feet" line of the tract of land now known as Phases 5 and 6 of Wintergate at Longmead Condominium, as described in Exhibit "A" of a conveyance to Pulte Home Corporation by deed dated August 15, 1991 and recorded among said Land Records in Liber 9894 at Folio 851, said point also lying on the common line of division with Phase 1 of Wintergate at Longmead Condominium as described in a conveyance to Pulte Home Corporation by deed recorded in Liber 9842 at Folio 849; thence running, in a reverse direction, with said line of Phase 6, in part, and part of the common boundary line of the tract of land now known as Phases 11 and 12 of said Wintergate at Longmead Condominium as described in a conveyance to Pulte Home Corporation by deed dated March 3, 1992 and recorded among said Land Records in Liber 10210 at Folio 658, in part

1) North 47° 35' 57" West, 107.00 feet; thence departing said line and running with the common division line with Phase 14 as shown in the above-mentioned deed recorded in Liber 10260 at Folio 178

Virginia
Maryland
West Virginia
Pennsylvania
New York
New Jersey
Connecticut

LIBER FOLIO

00104 18 848

2) North 42° 24' 03" East, 74.00 feet to intersect the eleventh (11th) or "North 47° 35' 57" West, 224.00 feet" line of said Phase 11 as described in said deed recorded in Liber 10210 at Folio 658; thence with part of said line reversed

3) South 47° 35' 57" East, 107.00 feet to intersect the above-mentioned common division line with said Phase 1; thence with part of said line, reversed

4) South 42° 24' 03" West, 74.00 feet to the point of beginning containing 7918 square feet or 0.18177 of an acre of land subject to conditions of record.

desc\wint13.lmc

Dewberry & Davis

10432-614

LTIC

R:\ROP/DOC/PL92
D:\CLG1-4
05/26/92:ceb

SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS
(Longmead Crossing)
(Phase Fourteen)

THIS DECLARATION, made this ___ day of _____ 1992, by PULTE HOME CORPORATION, a corporation organized and existing under the laws of the State of Michigan and LONGMEAD CROSSING LIMITED PARTNERSHIP, A Maryland Limited Partnership, hereinafter collectively called "Declarant"

W I T N E S S E T H:

WHEREAS, the Declarant is the owner of real property described herein and desires to create thereon a residential community with permanent common areas and community facilities for the benefit of said community; and

WHEREAS, Declarant, has heretofore imposed certain covenants and conditions upon certain other real property by Declaration recorded December 28, 1983 in Liber 6270 at folio 725 and by numerous Supplementary Declarations heretofore recorded among the Land Records of Montgomery County, Maryland; and

92 JUN 11 P 4:18.6

FILED
LETITIA A. SHELTON
CLERK'S OFFICE
MONTGOMERY CO MD

WHEREAS, Declarant deems it desirable to extend the scheme of covenants and restrictions set forth in the Declaration aforesaid unto additional of its properties, in accordance with Article II, Section 2 of the Declaration aforesaid;

NOW, THEREFORE, Declarant hereby declares as follows:

1. All the terms and conditions of the Declaration aforesaid are hereby imposed upon the real property hereinafter described and Declarant hereby declares that said real property is and shall be held, conveyed, hypothecated, or encumbered sold, leased, rented, used,

occupied, and improved subject to the covenants, restrictions, easements, charges and liens set forth in the aforesaid Supplementary Declaration as amended, just as if all said covenants and restrictions were fully set forth herein.

2. The real property subject to this Supplementary Declaration of Covenants and Restrictions is described on Exhibit "A", attached hereto and incorporated herein by this reference.

3. Except as hereinabove modified and amended, the terms and conditions set forth in the aforesaid Declaration of Covenants and Restrictions are hereby ratified and confirmed.

IN WITNESS WHEREOF, the said PULTE HOME CORPORATION, a Michigan corporation, has on this 3rd day of June, 1992, caused these presents to be executed by CHARLES S. HOCKENSMITH, its Potomac Operation President, and does hereby constitute and appoint said CHARLES S. HOCKENSMITH its true and lawful attorney-in-fact to acknowledge and deliver these presents as the act and deed of said PULTE HOME CORPORATION.

PULTE HOME CORPORATION

By _____
Charles S. Hockensmith
President, Potomac Operation
Attorney-in-Fact of Pulte
Home Corporation

STATE OF MARYLAND)
) SS:
COUNTY OF MONTGOMERY)

I HEREBY CERTIFY that on this 3rd day of June, 1992, before me, the subscriber, a Notary Public, personally

appeared CHARLES S. HOCKENSMITH, who is personally known to me to be the Potomac Operation President of PULTE HOME CORPORATION, and the person named as attorney-in-fact in the foregoing Supplementary Declaration, and by virtue of the authority vested by said instrument, acknowledge the same to be the act and deed of PULTE HOME CORPORATION and that the same was executed for the purposes therein contained.

WITNESS my hand and notarial seal.

NOTARY PUBLIC
CHARLES F. TURNER
HOWARD CO. MD

Notary Public

My Commission Expires:

9-11-94

IN WITNESS WHEREOF, LONGMEAD CROSSING LIMITED PARTNERSHIP has on this ____ day of _____, 1992, caused this Supplementary Declaration of Covenants and Restrictions to be signed in its name by POTOMAC INVESTMENT ASSOCIATES LIMITED PARTNERSHIP, its General Partner and does hereby acknowledge and deliver these presents as its act and deed.

LONGMEAD CROSSING LIMITED PARTNERSHIP

By: POTOMAC INVESTMENT ASSOCIATES LIMITED PARTNERSHIP
General Partner

ATTEST:

N. Charles Barbot

By: _____
William C. Colona
General Partner

STATE OF MARYLAND)
) SS:
COUNTY OF MONTGOMERY)

On this 16 day of [illegible], 1992, before me, a Notary Public, appeared [illegible], who acknowledged himself to be a General Partner of Potomac Investment Associates Limited Partnership, which partnership is a general partner of Longmead Crossing Limited Partnership and acknowledged that he executed the within instrument for the purposes therein contained.

[illegible]
Notary Public

My Commission Expires:

[illegible]

I HEREBY CERTIFY that the within Supplementary Declaration was prepared by the undersigned, a member of good standing of the Bar of the Court of Appeals of Maryland.

Louis S. Pettey

Parcel ID# 13-255-2921641

Title Insurer: N/A

Return to: Fenton Title Company
8485 Fenton Street
Suite 300
Silver Spring, MD 20910

Pulte Home Corporation
11120 New Hampshire Avenue
Silver Spring, Md. 20904

Longmead Crossing Limited
Partnership
806 W. Diamond Avenue
Gaithersburg, Md. 20878

EXHIBIT "A"

Dewberry & Davis

Architects
Engineers
Planners
Surveyors

801 West Diamond Avenue
Gaithersburg, MD 20878
301 [illegible]
Fax 301 [illegible]

APRIL 27, 1992

DESCRIPTION OF
PHASE 14
WINTERGATE AT LONGMEAD CONDOMINIUM
WHEATON (13TH) ELECTION DISTRICT
MONTGOMERY COUNTY, MARYLAND

Being a portion of the property conveyed from Longmead Crossing Limited Partnership, a Maryland Limited Partnership, to Pulte Home Corporation by deed recorded March 26, 1992 among the Land Records of Montgomery County, Maryland in Liber 10260 at Folio 178, and also being part of Parcel E, Block B -Longmead as shown on a Plat of Subdivision recorded among said Land Records in Plat Book 160 as Plat No. 18169, and more particularly described as follows:

Beginning at a point bearing South 71° 03' 02" East, 549.16 feet from the northwesterly end of the "N 17° 42' 30" W 773.31 feet" line of said Parcel E as shown on the above-mentioned Plat, said point lying distant North 47° 35' 57" West, 33.00 feet from the northeasterly end of the second or "North 42° 24' 03" East, 242.50 feet" line of the tract of land now known as Phases 5 and 6 of Wintergate at Longmead Condominium, as described in Exhibit "A" of a conveyance to Pulte Home Corporation by deed dated August 15, 1991 and recorded among said Land Records in Liber 9894 at Folio 851, thence running across said Parcel E with part of the first, all of the second and part of the third courses of said property as described in said deed recorded in Liber 10260 at Folio 178, the following three (3) courses and distances:

1) North 47° 35' 57" West, 117.00 feet; thence
2) North 42° 24' 03" East, 74.00 feet; thence
3) South 47° 35' 57" East, 117.00 feet; thence crossing said property with the common division line with Phase 13 as shown in said deed
4) South 42° 24' 03" West, 74.00 feet to the point of beginning containing 8658 square feet or 0.19876 of an acre of land subject to conditions of record.

Virginia
Maryland
[illegible]
New York
New Jersey

RPROP/DOC/PL92
DOCLG1-4
05/11/92:ceb

10525-62

SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS
(Longmead Crossing)
(Phase Fifteen)

LTIC

THIS DECLARATION, made this 23rd day of July, 1992, by PULTE HOME CORPORATION, a corporation organized and existing under the laws of the State of Michigan and LONGMEAD CROSSING LIMITED PARTNERSHIP, A Maryland Limited Partnership, hereinafter collectively called "Declarant".

W I T N E S S E T H:

WHEREAS, the Declarant is the owner of real property described herein and desires to create thereon a residential community with permanent common areas and community facilities for the benefit of said community; and

WHEREAS, Declarant, has heretofore imposed certain covenants and conditions upon certain other real property by Declaration recorded December 28, 1983 in Liber 6270 at folio 725 and by numerous Supplementary Declarations heretofore recorded among the Land Records of Montgomery County, Maryland; and

WHEREAS, Declarant deems it desirable to extend the scheme of covenants and restrictions set forth in the Declaration aforesaid unto additional of its properties, in accordance with Article II, Section 2 of the Declaration aforesaid;

NOW, THEREFORE, Declarant hereby declares as follows:

1. All the terms and conditions of the Declaration aforesaid are hereby imposed upon the real property hereinafter described and Declarant hereby declares that said real property is and shall be held, conveyed, hypothecated, or encumbered, sold, leased, rented, used,

92 JUL 24 A 8:52.8
FILED
BETTIE A. SKELICH
CLERKS OFFICE
MONTGOMERY CO MD

28
3
1
2

occupied, and improved subject to the covenants, restrictions, easements, charges and liens set forth in the aforesaid Supplementary Declaration as amended, just as if all said covenants and restrictions were fully set forth herein.

2. The real property subject to this Supplementary Declaration of Covenants and Restrictions is described on Exhibit "A", attached hereto and incorporated herein by this reference.

3. Except as hereinabove modified and amended, the terms and conditions set forth in the aforesaid Declaration of Covenants and Restrictions are hereby ratified and confirmed.

IN WITNESS WHEREOF, the said PULTE HOME CORPORATION, a Michigan corporation, has on this 23rd day of July 1992, caused these presents to be executed by CHARLES S. HOCKENSMITH, its Potomac Operation President, and does hereby constitute and appoint said CHARLES S. HOCKENSMITH its true and lawful attorney-in-fact to acknowledge and deliver these presents as the act and deed of said PULTE HOME CORPORATION.

PULTE HOME CORPORATION

By _____
Charles S. Hockensmith
President, Potomac Operation
Attorney-in-Fact of Pulte
Home Corporation

STATE OF MARYLAND)
) SS:
COUNTY OF MONTGOMERY)

I HEREBY CERTIFY that on this 23rd day of July, 1992, before me, the subscriber, a Notary Public in and for

IBER 516
10525.0[illegible]

Frederick
the State aforesaid and County of ~~Montgomery~~ personally appeared CHARLES S. HOCKENSMITH, who is personally known to me to be the Potomac Operation President of PULTE HOME CORPORATION, and the person named as attorney-in-fact in the foregoing Supplementary Declaration, and by virtue of the authority vested by said instrument, acknowledge the same to be the act and deed of PULTE HOME CORPORATION and that the same was executed for the purposes therein contained.

WITNESS my hand and notarial seal.

Gladys Marie Orendorff
Notary Public

My Commission Expires:
GLADYS MARIE ORENDORFF
NOTARY PUBLIC STATE OF MARYLAND
~~My Commission Expires January 6, 1996~~

IN WITNESS WHEREOF, LONGMEAD CROSSING LIMITED PARTNERSHIP has on this 23RD day of JULY, 1992, caused this Supplementary Declaration of Covenants and Restrictions to be signed in its name by POTOMAC INVESTMENT ASSOCIATES LIMITED PARTNERSHIP, its General Partner and does hereby acknowledge and deliver these presents as its act and deed.

LONGMEAD CROSSING LIMITED
PARTNERSHIP

By: POTOMAC INVESTMENT ASSOCIATES
LIMITED PARTNERSHIP
General Partner

ATTEST:

N. C. Rusk Dan H

By: [illegible]
A M NATELLI
General Partner

STATE OF MARYLAND)
) SS:
COUNTY OF MONTGOMERY)

On this 23rd day of July, 1992, before me, a Notary Public, appeared A. M. Natch, who acknowledged himself to be a General Partner of Potomac Investment Associates Limited Partnership, which partnership is a general partner of Longmead Crossing Limited Partnership and acknowledged that he executed the within instrument for the purposes therein contained.

Notary Public
Louise A. Lowery

My Commission Expires:

9-13-93

I HEREBY CERTIFY that the within Supplementary Declaration was prepared by the undersigned, a member of good standing of the Bar of the Court of Appeals of Maryland.

Louis S. Pettey

Parcel ID# 13-255-~~XXXXXX~~ 2958488

Title Insurer: N/A

Return to: Fenton Title Company
8485 Fenton Street
Suite 300
Silver Spring, MD 20910

Pulte Home Corporation
11120 New Hampshire Avenue
Silver Spring, Md. 20904

Longmead Crossing Limited
Partnership
806 W. Diamond Avenue
Gaithersburg, Md. 20878

Exhibit "A"

(Legal Description – Phase 15)

Dewberry & Davis

Architects
Engineers
Planners
Surveyors

801 West Diamond Avenue
Gaithersburg, MD 20878
301 948-8300
Fax: 301 258-7407

JULY 13, 1992

DESCRIPTION OF
PHASE 15
WINTERGATE AT LONGMEAD CONDOMINIUM
WHEATON (13TH) ELECTION DISTRICT
MONTGOMERY COUNTY, MARYLAND

Being a portion of the property conveyed from Longmead Crossing Limited Partnership, a Maryland Limited Partnership, to Pulte Home Corporation by deed recorded March 26, 1992 among the Land Records of Montgomery County, Maryland in Liber 10260 at Folio 178, and also being part of Parcel E, Block B - Longmead as shown on a Plat of Subdivision recorded among said Land Records in Plat Book 160 as Plat No. 18169, and more particularly described as follows:

Beginning at a point bearing North 85° 49' 42" East, 401.37 feet from the northeasterly end of the "N 59° 42' 32", E 82.81 feet" line of said Parcel E as shown on the above-mentioned Plat, said point also being the northeasterly end of the fifteenth or "South 42° 24' 03" West, 80.00 feet" line as described in said deed; thence running with said line

1) South 42° 24' 03" West, 80.00 feet; thence crossing said property with the boundary lines of proposed Phases 20, 22 and 21, as shown on the "Sketch Plan - Part Two" recorded with said deed, respectively, and including part of the eighth (8th) line of said deed

2) North 47° 35' 57" West, 174.25 feet; thence running across said property with the boundary line of proposed Phase 17 as shown on said sketch plan

Virginia
Maryland
North Carolina
Tennessee
New York
New Jersey
Connecticut

3) North 42° 24' 03" East, 80.00 feet to intersect the tenth (10th) or "South 47° 35' 57" East, 163.66 feet" line of said deed at a point lying 9.66 feet in a southeasterly direction from the northwesterly end thereof; thence with the remainder of said line

4) South 47° 35' 57" East, 154.00 feet; thence running with the eleventh (11th) and part of the twelfth (12th) line of said deed the following two (2) courses and distances:

5) North 42° 24' 03" East, 84.00 feet; thence

6) South 47° 35' 57" East, 123.25 feet; thence running across said property with the boundary line of proposed Phase 16 as shown on the said sketch plan recorded with said deed

7) South 42° 24' 03" West, 84.00 feet to intersect the fourteenth (14th) or "North 47° 35' 57" West, 238.25 feet" line of said deed at a point lying 135.25 feet in a northwesterly direction from the southeasterly end thereof; thence with the remainder of said line

8) North 47° 35' 57" West, 103.00 feet to the point of beginning containing 24293 square feet or 0.55769 of an acre of land subject to conditions of record.

desc\wint15.lmc

(6) 0570 654

RPROP/DOC/PL92
DOCLG1-4
05/11/92:ceb

SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS
(Longmead Crossing)
(Phase Sixteen)

THIS DECLARATION, made this 12th day of [illegible], 1992, by PULTE HOME CORPORATION, a corporation organized and existing under the laws of the State of Michigan and LONGMEAD CROSSING LIMITED PARTNERSHIP, A Maryland Limited Partnership, hereinafter collectively called "Declarant"

W I T N E S S E T H:

WHEREAS, the Declarant is the owner of real property described herein and desires to create thereon a residential community with permanent common areas and community facilities for the benefit of said community; and

WHEREAS, Declarant, has heretofore imposed certain covenants and conditions upon certain other real property by Declaration recorded December 28, 1983 in Liber 6270 at folio 725 and by numerous Supplementary Declarations heretofore recorded among the Land Records of Montgomery County, Maryland; and

WHEREAS, Declarant deems it desirable to extend the scheme of covenants and restrictions set forth in the Declaration aforesaid unto additional of its properties, in accordance with Article II, Section 2 of the Declaration aforesaid;

NOW, THEREFORE, Declarant hereby declares as follows:

1. All the terms and conditions of the Declaration aforesaid are hereby imposed upon the real property hereinafter described and Declarant hereby declares that said real property is and shall be held, conveyed, hypothecated, or encumbered, sold, leased, rented, used,

occupied, and improved subject to the covenants, restrictions, easements, charges and liens set forth in the aforesaid Supplementary Declaration as amended, just as if all said covenants and restrictions were fully set forth herein.

2. The real property subject to this Supplementary Declaration of Covenants and Restrictions is described on Exhibit "A", attached hereto and incorporated herein by this reference.

3. Except as hereinabove modified and amended, the terms and conditions s t forth in the aforesaid Declaration of Covenants and Restrictions are hereby ratified and confirmed.

IN WITNESS WHEREOF, the said PULTE HOME CORPORATION, a Michigan corporation, has on this ___ day of _____, 1992, caused these presents to be executed by CHARLES S. HOCKENSMITH, its Potomac Operation President, and does hereby constitute and appoint said CHARLES S. HOCKENSMITH its true and lawful attorney-in-fact to acknowledge and deliver these presents as the act and deed of said PULTE HOME CORPORATION.

PULTE HOME CORPORATION

By _____
Charles S. Hockensmith
President, Potomac Operation
Attorney-in-Fact of Pulte
Home Corporation

*PER POWER OF ATTORNEY @ LIBER 10385 FOLIO 021

STATE OF MARYLAND)
) SS:
COUNTY OF MONTGOMERY)

I HEREBY CERTIFY that on this ___ day of _____, 1992, before me, the subscriber, a Notary Public in and for

the State aforesaid and County of Frederick personally appeared CHARLES S. HOCKENSMITH, who is personally known to me to be the Potomac Operation President of PULTE HOME CORPORATION, and the person named as attorney-in-fact in the foregoing Supplementary Declaration, and by virtue of the authority vested by said instrument, acknowledge the same to be the act and deed of PULTE HOME CORPORATION and that the same was executed for the purposes therein contained.

WITNESS my hand and notarial seal.

Notary Public

My Commission Expires:

GLADYS MARIE OPENDORFF
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires January 6, 1996

IN WITNESS WHEREOF, LONGMEAD CROSSING LIMITED PARTNERSHIP has on this 1st day of December, 1992, caused this Supplementary Declaration of Covenants and Restrictions to be signed in its name by POTOMAC INVESTMENT ASSOCIATES LIMITED PARTNERSHIP, its General Partner and does hereby acknowledge and deliver these presents as its act and deed.

LONGMEAD CROSSING LIMITED PARTNERSHIP

By: POTOMAC INVESTMENT ASSOCIATES LIMITED PARTNERSHIP
General Partner

ATTEST:

Barbara S. Weller

By: _____
Donald S. Franyo
General Partner

STATE OF MARYLAND)
) SS:
COUNTY OF MONTGOMERY)

On this ___ day of _____, 1992, before me, a Notary Public, appeared _____, who acknowledged himself to be a General Partner of Potomac Investment Associates Limited Partnership, which partnership is a general partner of Longmead Crossing Limited Partnership and acknowledged that he executed the within instrument for the purposes therein contained.

_____
Notary Public

My Commission Expires:

_____

I HEREBY CERTIFY that the within Supplementary Declaration was prepared by the undersigned, a member of good standing of the Bar of the Court of Appeals of Maryland.

_____
Louis S. Pettey

Parcel ID# 13-255-2958488

Title Insurer: N/A

Pulte Home Corporation
11120 New Hampshire Avenue
Silver Spring, Md. 20904

Longmead Crossing Limited
Partnership
806 W. Diamond Avenue
Gaithersburg, Md. 20878

Return to: Fenton Title Company
8485 Fenton Street
Suite 300
Silver Spring, MD 20910

EXHIBIT "A"

Dewberry & Davis

Architects
Engineers
Planners
Surveyors

8401 West Diamond Avenue
Gaithersburg, MD 20878
301 948-8480
Fax: 301 258-7407

JULY 13, 1992

DESCRIPTION OF
PHASE 16
WINTERGATE AT LONGMEAD CONDOMINIUM
WHEATON (13TH) ELECTION DISTRICT
MONTGOMERY COUNTY, MARYLAND

Being a portion of the property conveyed from Longmead Crossing Limited Partnership, a Maryland Limited Partnership, to Pulte Home Corporation by deed recorded March 26, 1992 among the Land Records of Montgomery County, Maryland in Liber 10260 at Folio 178, and also being part of Parcel E, Block B - Longmead as shown on a Plat of Subdivision recorded among said Land Records in Plat Book 160 as Plat No. 18169, and more particularly described as follows:

Beginning at a point bearing North 87° 39' 39" East, 533.45 feet form the northeasterly end of the "N 59° 42' 32" E 82.81 feet" line of said Parcel E as shown on the above mentioned Plat, said point also lying on the twelfth (12th) or "South 47° 35' 57" East, 258.50 feet" line as described in the above-mentioned deed of conveyance, 123.25 feet in a southeasterly direction from the northwesterly end thereof; thence running with the remainder of the said twelfth, all of the thirteenth (13th) and part of the fourteenth (14th) courses of said deed of conveyance, the following three (3) courses and distances:

1) South 47° 35' 57" East, 135.25 feet; thence

2) South 42° 24' 03" West, 84.00 feet; thence

Virginia
Maryland
North Carolina
Tennessee
New York
New Jersey
District of

3) North 47° 35' 57" West, 135.25 feet; thence running across the said property described in said deed of conveyance with the boundary line of "Proposed Phase 15" as shown on the "Sketch Plan - Part Two" recorded with said deed

4) North 42° 24' 03" East, 84.00 feet to the point of beginning containing 11361 square feet or 0.26081 of an acre of land subject to conditions of record.

desc\wint16.lmc

LIBER FOLIO
10707.215

RPROP/DOC/P.92
AMLOC.001-4
09/9/92

AMENDMENT TO DECLARATION OF
COVENANTS AND RESTRICTIONS OF
LONGMEAD CROSSING

THIS AMENDMENT to the Declaration of Covenants and Restriction of Longmead Crossing is made this 17th day of September, 1992, A.D. by LONGMEAD CROSSING LIMITED PARTNERSHIP, a Maryland Limited Partnership, and PULTE HOME CORPORATION, A Michigan Corporation, hereinafter collectively referred to as "Developer".

WITNESSETH:

WHEREAS, the Developer was the Declarant of a certain Declaration of Covenants and Restrictions for the residential planned community known as "Longmead Crossing" (hereinafter the "Declaration") recorded among the Land Records of Montgomery County, Maryland on December 28, 1983 in Liber 6270at Folio 725; and

WHEREAS, said Declaration, Article II, Section 3(b) provided, inter alia that Developer reserved the right to "add land to... the Development Plan for lands which have yet not been made subject to this Declaration in response to technological, economic, environmental or social conditions related to the development or marketing of the Properties..."; and

WHEREAS, Developer has acquired or is the contract purchaser from Montgomery County, Maryland, that property described in Exhibit A attached hereto; and

WHEREAS, Developer has determined, based upon technological, economic, environmental and social conditions

LIBER FILM
10707.217

related to the development and marketing of the Properties, that the land described in Exhibit A to this Amendment, should be added to the scheme of development of Longmead Crossing.

NOW THEREFORE, the Developer hereby amends the Declarations as follows:

The definition of "Development Plan" as defined in Article 1, Section II of the Declaration is hereby amended by adding to said definition the properties described in Exhibit A attached hereto and incorporated herein by the reference.

Developer hereby certifies that it has given Notice of this Amendment to the Association, secured approval of this Amendment from the Maryland National Capital Park and Planning Commission and the Federal Mortgage Agencies all as required by Article II, Section 3(b) of the Declaration.

IN WITNESS WHEREOF, the Developer, Longmead Crossing Limited Partnership, a limited partnership organized and existing under the laws of Maryland, has caused these presents to be duly executed by a General Partner, this 17th day of September, 1992.

LONGMEAD CROSSING LIMITED PARTNERSHIP

BY: POTOMAC INVESTMENT ASSOCIATES LIMITED PARTNERSHIP, GENERAL PARTNER

By: A. M. Natelli
General Partner
A. M. Natelli

IN WITNESS WHEREOF, the said Pulte Home Corporation, a corporation organized and existing under the laws of the State of Michigan has, on the day and year first above written caused these presents to be executed in its corporate

name by Charles S. Hockensmith, its President of Potomac Operation, and does hereby appoint the said Charles Hockensmith as its true and lawful attorney-in-fact to acknowledge and deliver these presents as its act and deed.

PULTE HOME CORPORATION

By: _____
Charles S. Hockensmith
President of Potomac Operation
Attorney In Fact

STATE OF MARYLAND)
) SS:
COUNT OF MONTGOMERY)

On this 17th day of September, 1992, before me, a Notary Public, appeared A. M. Natelli, who acknowledge himself to be a General Partner of Potomac Investment Associates Limited Partnership, which partnership is a general partnership of Longmead Crossing Limited Partnership and acknowledged that he executed the within instrument for the purposes therein contained.

Louise A. Kennedy
Notary Public

My Commission Expires:
4-13-93

STATE OF MARYLAND)
) SS:
COUNTY OF MONTGOMERY)

I HEREBY CERTIFY that on this 17 day of September 1992, before me, the subscriber, a Notary Public in and for the County Howard, State of Maryland, personally

appeared Charles S. Hockensmith, who is personally well known to me to be person named as attorney-in-fact in the foregoing Declaration, and by virtue of the authority vested in him by said instrument, acknowledged the same to be the act and deed of Pulte Home Corporation, and that he executed the same for the purposes contained herein.

WITNESS my hand and notarial seal the day and year first above written.

Charles F. Turner
Notary Public

NOTARY PUBLIC
CHARLES F. TURNER
HOWARD CO., MD

My Commission Expires:
9-11-94

THIS IS TO CERTIFY that the within instrument was prepared by or under the supervision of the undersigned, an attorney duly admitted to practice before the Court of Appeals of Maryland.

Louis S. Pettey

Title Insurer: N/A

Parcel ID Nos.
954423
963826
963837
953100
2921641

Pulte Home Corporation
11120 New Hampshire Avenue
Silver Spring, Maryland 20904

Longmead Crossing Limited Partnership
c/o 806 West Diamond Avenue
Gaithersburg, Maryland 20878

Return to: Fenton Title Company
8485 Fenton Street
Suite 300
Silver Spring, MD 20910

LIBER FOLIO
10707.220

Exhibit A

A DESCRIPTION OF
PART OF
THE PROPERTY OF
MONTGOMERY COUNTY, MARYLAND
(A BODY CORPORATE)
13 (THIRTEENTH) ELECTION DISTRICT
MONTGOMERY COUNTY, MARYLAND

Being part of the property described in the following three (3) conveyances: 1) from Martha A. Holland to Montgomery County, Maryland by deed dated May 1, 1982 and recorded in Liber 5872 at Folio 246, 2) from the Board of Education of Montgomery County to Montgomery County, Maryland by deed dated September 22, 1975 and recorded in Liber 4699 at Folio 298; 3) from Albert W. Gault, Director of Finance for Montgomery County, Maryland to Montgomery County, Maryland by deed dated March 27, 1974 (equity No. 46402) and recorded in Liber 4507 at Folio 722, all among the Land Records of Montgomery County, Maryland.

Beginning for the same at an iron pipe found on the northerly or North 59 55' 14" East, 2348.72 foot plat line as shown on a plat of subdivision entitled "Plat 1, Rossmoor Leisure World" recorded in Plat Book 76 at Plat No. 7604 among the aforesaid land records, said point being distant 901.61 feet from the end thereof, thence running reversely with the remainder of said plat line.

1) South 59 55' 07" West, 1447.11 feet to a stone found at the beginning of the aforesaid plat line, said stone also being at the beginning of the easterly or North 07 13' 26" West, 657.00 foot plat line, as shown on a Plat of subdivision entitled, "Parcel "C" Norbeck Hills" recorded in Plat Book 111 at Plat No. 12946, thence departing the aforesaid first plat and running with the aforesaid second plat the following three (3) courses and distances:

2) North 07 00' 43" West, 657.06 feet to a point; thence

3) by a curve to the right having a radius of 3969.72 feet, a chord bearing and distance of North 34 07' 16" West, 325.70 feet, and an arc distance of 325.79 feet to a point; thence

4) North 31 56' 13" West, 1045.52 feet to a point at the end of the aforesaid plat line, said point intersecting the easterly or North 12 45' East, 148.53 foot deed line of a conveyance from Janie B. Colbert, Mattie V. and Mary C. Johnson to Howard W. Thornton Jr. et ux, by deed dated March 15, 1944 and recorded in Liber 933 at Folio 135 among the aforesaid land records, thence running with part of said deed line:

5) North [illegible] 20' 27" East, 115.00 feet to a point on the southerly right-of-way line of Norbeck Road (40' wide) as shown on Maryland State Highway Administration Plat No. 1593, thence running with said southerly right-of-way the following two (2) courses and distances:

6) by a curve to the left having a radius of 974.93 feet, a chord bearing and distance of North 75 08' 49" East, 399.86 feet and an arc distance of 402.72 feet to a point; thence

7) North 63 18' 48" East, 122.95 feet to a point; thence departing said right-of-way and running reversely with part of the westerly or North 11 45' 00" West, 229.34 foot deed line of a conveyance from Bertha Lee to James F. Lee et ux. by deed dated March 4, 1954 and recorded in Liber 1895 at Folio 306 among the aforesaid land records and continuing with part of the outlines of a conveyance from Minerva Lee to Dale D. Lee by deed dated May 4, 1968 and recorded in Liber 5452 at Folio 778 among the aforesaid land records

8) South 12 48' 45" East, 464.90 feet to a point on the northerly or North 78 15' East, 439.89 foot deed line of the aforesaid first conveyance, thence running with part of said deed line and continuing with the outlines of said deed and with the southerly side of a ten foot right-of-way (Liber 5452 Folio 778) the following two (2) courses and distances:

9) North 76 49' 00" East, 430.54 feet to an iron pipe found, thence;

10) South 13 11' 00" East, 667.92 feet to an iron pipe found, thence departing the outlines of said deed and running with the outlines of a conveyance from Henry Hammond et ux. to Alvin R. Vincent et ux. by deed dated December 15, 1955 and record in Liber 2162 at Folio 137 among the aforesaid land records, the following two (2) courses and distances:

11) North 56 33' 16" East, 148.53 feet to an iron pipe found, thence

12) South 58 26' 15" East, 91.24 feet to a stone found thence departing said outlines and running with the outlines of a conveyance from Florence Johnson to Alvin R. Vincent et ux. by deed dated July 19, 1967 and recorded in Liber 3644 at Folio 462 among the aforesaid land records

13) South 59 27' 33" East, 171.91 feet to an angle iron found, thence departing said outlines and running with the southwesterly lines of a) a conveyance from John A. Johnson et ux. to Nathaniel H. Small et ux. by deed dated January 25, 1955 and recorded in Liber 2018 at Folio 219 among the aforesaid land records, b) Radwick Lane c) a conveyance from John R. Warfield to Robert E. Warfield et ux. by deed dated March 16, 1940 and recorded in Liber 771 at Folio 349 among the aforesaid land records

14) South 60 [illegible]' 42" East, 607.98 feet to the point of beginning containing 1,590,574 square feet or 36.51455 acres of land.

15) Saving and excepting from the above parcel the land necessary for the right-of-way for the intercounty connector and the right-of-way for Wintergate Drive. These rights-of-way are to be dedicated to the Maryland State Highway Administration and Montgomery County, Maryland for street improvements.

0040m

LIBER FOLIO
10707.402

RPROP/DOC/PL92
DOCLG1-4
05/11/92:ceb

SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS
(Longmead Crossing)
(Phase Seventeen)

THIS DECLARATION, made this 2 day of October, 1992, by PULTE HOME CORPORATION, a corporation organized and existing under the laws of the State of Michigan and LONGMEAD CROSSING LIMITED PARTNERSHIP, A Maryland Limited Partnership, hereinafter collectively called "Declarant"

W I T N E S S E T H:

WHEREAS, the Declarant is the owner of real property described herein and desires to create thereon a residential community with permanent common areas and community facilities for the benefit of said community; and

WHEREAS, Declarant, has heretofore imposed certain covenants and conditions upon certain other real property by Declaration recorded December 28, 1983 in Liber 6270 at folio 725 and by numerous Supplementary Declarations heretofore recorded among the Land Records of Montgomery County, Maryland; and

WHEREAS, Declarant deems it desirable to extend the scheme of covenants and restrictions set forth in the Declaration aforesaid unto additional of its properties, in accordance with Article II, Section 2 of the Declaration aforesaid;

NOW, THEREFORE, Declarant hereby declares as follows:

1. All the terms and conditions of the Declaration aforesaid are hereby imposed upon the real property hereinafter described and Declarant hereby declares that said real property is and shall be held, conveyed, hypothecated, or encumbered, sold, leased, rented, used,

occupied, and improved subject to the covenants, restrictions, easements, charges and liens set forth in the aforesaid Supplementary Declaration as amended, just as if all said covenants and restrictions were fully set forth herein.

2. The real property subject to this Supplementary Declaration of Covenants and Restrictions is described on Exhibit "A", attached hereto and incorporated herein by this reference.

3. Except as hereinabove modified and amended, the terms and conditions set forth in the aforesaid Declaration of Covenants and Restrictions are hereby ratified and confirmed.

IN WITNESS WHEREOF, the said PULTE HOME CORPORATION, a Michigan corporation, has on this 16 day of September 1992, caused these presents to be executed by CHARLES S. HOCKENSMITH, its Potomac Operation President, and does hereby constitute and appoint said CHARLES S. HOCKENSMITH its true and lawful attorney-in-fact to acknowledge and deliver these presents as the act and deed of said PULTE HOME CORPORATION.

PULTE HOME CORPORATION

By _____
Charles S. Hockensmith
President, Potomac Operation
Attorney-in-Fact of Pulte
Home Corporation

8947 @ 565
Liber Folio of
Power of Attorney

STATE OF MARYLAND)
) SS:
COUNTY OF MONTGOMERY)

I HEREBY CERTIFY that on this 16 day of September, 1992, before me, the subscriber, a Notary Public in and for

the State aforesaid and County of Montgomery personally appeared CHARLES S. HOCKENSMITH, who is personally known to me to be the Potomac Operation President of PULTE HOME CORPORATION, and the person named as attorney-in-fact in the foregoing Supplementary Declaration, and by virtue of the authority vested by said instrument, acknowledge the same to be the act and deed of PULTE HOME CORPORATION and that the same was executed for the purposes therein contained.

WITNESS my hand and notarial seal.

Charles F. Turner
Notary Public

NOTARY PUBLIC
CHARLES F. TURNER
HOWARD CO., MD

My Commission Expires:
9-11-94

IN WITNESS WHEREOF, LONGMEAD CROSSING LIMITED PARTNERSHIP has on this 16th day of September, 1992, caused this Supplementary Declaration of Covenants and Restrictions to be signed in its name by POTOMAC INVESTMENT ASSOCIATES LIMITED PARTNERSHIP, its General Partner and does hereby acknowledge and deliver those presents as its act and deed.

LONGMEAD CROSSING LIMITED
PARTNERSHIP

By: POTOMAC INVESTMENT ASSOCIATES
LIMITED PARTNERSHIP
General Partner

ATTEST:

H. Parker Sparks

By: _____
William C. Colonna
General Partner

LIBER FOLIO
10707.405

STATE OF MARYLAND)
) SS:
COUNTY OF MONTGOMERY)

On this 17th day of September, 1992, before me, a Notary Public, appeared William C. Colona, who acknowledged himself to be a General Partner of Potomac Investment Associates Limited Partnership, which partnership is a general partner of Longmead Crossing Limited Partnership and acknowledged that he executed the within instrument for the purposes therein contained.

Louise A Kennedy
Notary Public

LOUISE A. KENNEDY NOTARY PUBLIC FREDERICK COUNTY, MD

Commission Expires:

9-13-93

I HEREBY CERTIFY that the within Supplementary Declaration was prepared by the undersigned, a member of good standing of the Bar of the Court of Appeals of Maryland.

Louis S. Pettey

Parcel ID# 13-255-2921641

Title Insurer: N/A

Pulte Home Corporation
11120 New Hampshire Avenue
Silver Spring, Md. 20904

Longmead Crossing Limited
Partnership
806 W. Diamond Avenue
Gaithersburg, Md. 20878

Return to: Fenton Title Company
8485 Fenton Street
Suite 300
Silver Spring, MD 20910

LIBER FOLIO
EXHIBIT "A" 10707.406

Dewberry & Davis

Architects
Engineers
Planners
Surveyors

1804 West Diamond Avenue
Gaithersburg, MD 20878
301 948-8300
Fax: 301 258-7647

SEPTEMBER 2, 1992

DESCRIPTION OF
PHASE 17
WINTERGATE AT LONGMEAD CONDOMINIUM
WHEATON (13TH) ELECTION DISTRICT
MONTGOMERY COUNTY, MARYLAND

Being a portion of the property conveyed from Longmead Crossing Limited Partnership, a Maryland Limited Partnership, to Pulte Home Corporation by deed recorded March 26, 1992 among the Land Records of Montgomery County, Maryland in Liber 10260 at Folio 178, and also being a portion of the property conveyed from LONGMEAD CROSSING LIMITED PARTNERSHIP to Pulte Home Corporation by deed dated ~~September 22, 1992~~ October 2, 1992 and recorded among said Land Records, the same being parts of Parcel E, Block B - Longmead as shown on a Subdivision Record Plat recorded among said Land Records in Plat Book 160 as Plat No. 18169, and more particularly described as follows:

Beginning at a point lying at the southwesterly end of the "N 59° 42' 32" E 82.81 feet" line of said Parcel E as shown on said Plat; thence running with said line

1) North 59° 42' 32" East, 82.81 feet; thence running with part of the "N 07° 39' 47" W 657.78 feet" line of said Parcel E as shown on said Plat

2) North 07° 39' 47" West, 255.78 feet; thence departing said line and running across said Parcel E with the boundary lines of said former Montgomery County, Maryland property conveyed to Pulte Home Corporation, the following four (4) courses and distances:

Virginia
Maryland
North Carolina
Tennessee
New York
New Jersey
Connecticut

3) North 82° 20' 13" East, 73.42 feet; thence

4) South 47° 35' 57" East, 144.66 feet; thence

5) North 59° 59' 52" East, 74.49 feet; thence

6) South 47° 35' 57" East, 73.82 feet to intersect the common line of division between said former Montgomery County, Maryland property and the said former Longmead Crossing Limited Partnership property conveyed to Pulte Home Corporation by said deed recorded in Liber 10260 at Folio 178; thence continuing along the same bearing with part of the boundary of said former Longmead Crossing Limited Partnership property

7) South 47° 35' 57" East, 9.66 feet; thence crossing said property with the boundary of existing Phase 15 of Wintergate at Longmead Condominium

8) South 42° 24' 03" West, 80.00 feet; thence again running with part of the boundary of said former Longmead Crossing Limited Partnership property

9) North 47° 35' 57" West, 34.91 feet to again intersect aforesaid common line of division; thence continuing along the same bearing across said former Montgomery County, Maryland property with part of the boundary of proposed Phase 21 of Wintergate at Longmead Condominium

10) North 47° 35' 57" West, 10.09 feet; thence again running with part of the boundary of said proposed Phase 21

11) South 42° 24' 03" West, 31.96 feet to again intersect the aforesaid common line of division; thence continuing along the same bearing with part of the boundary of said

former Longmead Crossing Limited Partnership property and part of the boundary of said proposed Phase 21 and proposed Phase 22 of Wintergate at Longmead Condominium

12) South 42° 24' 03" West, 202.54 feet; thence again with part of the boundary of said proposed Phase 22

13) South 47° 35' 57" East, 120.00 feet; thence with part of the boundary of proposed Phase 18 of said Wintergate at Longmead Condominium the following two (2) courses and distances:

14) South 42° 24' 03" West, 74.00 feet; thence

15) South 47° 35' 57" East, 107.50 feet; thence, again running with the boundary lines of said former Longmead Crossing Limited Partnership property the following five (5) courses and distances:

16) South 19° 28' 10" West, 28.23 feet; thence

17) South 42° 24' 03" West, 43.00 feet; thence

18) North 47° 35' 57" West, 92.96 feet; thence

19) South 72° 17' 30" West, 37.66 feet to intersect the "N 17° 42' 30" W 773.31 feet" line of said Parcel E as shown on said Plat; thence running with said line to its northwesterly end

20) North 17° 42' 30" West, 240.00 feet to the point of beginning containing 77,815 square feet or 1.78639 acres of land subject to conditions of record.

desc\wint17

(6)

LIBER FOLIO
10727.410

RPROP/DOC/PL92
DOCLG1-4
05/11/92:ceb

SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS
(Longmead Crossing)
(Phase Eighteen)

THIS DECLARATION, made this 9th day of October, 1992, by PULTE HOME CORPORATION, a corporation organized and existing under the laws of the State of Michigan and LONGMEAD CROSSING LIMITED PARTNERSHIP, A Maryland Limited Partnership, hereinafter collectively called "Declarant"

FILED
BETTIE A. SKELTON
CLERKS OFFICE
MONTGOMERY CO MD

W I T N E S S E T H:

WHEREAS, the Declarant is the owner of real property described herein and desires to create thereon a residential community with permanent common areas and community facilities for the benefit of said community; and

WHEREAS, Declarant, has heretofore imposed certain covenants and conditions upon certain other real property by Declaration recorded December 28, 1983 in Liber 6230 at folio 725 and by numerous Supplementary Declarations heretofore recorded among the Land Records of Montgomery County, Maryland; and

RCD 1 24.00
NAMES 3.00
PARCEL ID 1.00
SURCHARG 2.00
POSTAGE .50

WHEREAS, Declarant deems it desirable to extend the scheme of covenants and restrictions set forth in the Declaration aforesaid unto additional of its properties, in accordance with Article II, Section 2 of the Declaration aforesaid;

NOW, THEREFORE, Declarant hereby declares as follows:

1. All tne terms and conditions of the Declaration aforesaid are hereby imposed upon the real property hereinafter described and Declarant hereby declares that said real property is and shall be held, conveyed, hypothecated, or encumbered, sold, leased, rented, used,

LIBER FOLIO
10727.411

occupied, and improved subject to the covenants, restrictions, easements, charges and liens set forth in the aforesaid Supplementary Declaration as amended, just as if all said covenants and restrictions were fully set forth herein.

2. The real property subject to this Supplementary Declaration of Covenants and Restrictions is described on Exhibit "A", attached hereto and incorporated herein by this reference.

3. Except as hereinabove modified and amended, the terms and conditions set forth in the aforesaid Declaration of Covenants and Restrictions are hereby ratified and confirmed.

IN WITNESS WHEREOF, the said PULTE HOME CORPORATION, a Michigan corporation, has on this 9th day of October, 1992, caused these presents to be executed by CHARLES S. HOCKENSMITH, its Potomac Operation President, and does hereby constitute and appoint said CHARLES S. HOCKENSMITH its true and lawful attorney-in-fact to acknowledge and deliver these presents as the act and deed of said PULTE HOME CORPORATION.

PULTE HOME CORPORATION

By _____
Charles S. Hockensmith
President, Potomac Operation
Attorney-in-Fact of Pulte
Home Corporation

STATE OF MARYLAND)
) SS:
COUNTY OF MONTGOMERY)

I HEREBY CERTIFY that on this 9th day of October, 1992, before me, the subscriber, a Notary Public in and for

LIBER FILED
10727.412

the State aforesaid and County of Montgomery personally appeared CHARLES S. HOCKENSMITH, who is personally known to me to be the Potomac Operation President of PULTE HOME CORPORATION, and the person named as attorney-in-fact in the foregoing Supplementary Declaration, and by virtue of the authority vested by said instrument, acknowledge the same to be the act and deed of PULTE HOME CORPORATION and that the same was executed for the purposes therein contained.

WITNESS my hand and notarial seal.

Charles F. Turner
Notary Public

NOTARY PUBLIC
CHARLES F. TURNER
HOWARD CO., MD

My Commission Expires:
9-11-94

IN WITNESS WHEREOF, LONGMEAD CROSSING LIMITED PARTNERSHIP has on this 9th day of October, 1992, caused this Supplementary Declaration of Covenants and Restrictions to be signed in its name by POTOMAC INVESTMENT ASSOCIATES LIMITED PARTNERSHIP, its General Partner and does hereby acknowledge and deliver these presents as its act and deed.

LONGMEAD CROSSING LIMITED
PARTNERSHIP

By: POTOMAC INVESTMENT ASSOCIATES
LIMITED PARTNERSHIP
General Partner

ATTEST:

N. Clark Lanham, Jr.

By: William C. Colonna
General Partner

LIBER FOLIO
10727.413

STATE OF MARYLAND)
) SS:
COUNTY OF MONTGOMERY)

On this 4th day of October, 1992, before me, a Notary Public, appeared William C. Colona, who acknowledged himself to be a General Partner of Potomac Investment Associates Limited Partnership, which partnership is a general partner of Longmead Crossing Limited Partnership and acknowledged that he executed the within instrument for the purposes therein contained.

Louise A. Kennedy
Notary Public

My Commission Expires:

9-13-93

I HEREBY CERTIFY that the within Supplementary Declaration was prepared by the undersigned, a member of good standing of the Bar of the Court of Appeals of Maryland.

Louis S. Pettey

Parcel ID# 13-255-2958488

Title Insurer: N/A

Pulte Home Corporation
11120 New Hampshire Avenue
Silver Spring, Md. 20904

Longmead Crossing Limited Partnership
806 W. Diamond Avenue
Gaithersburg, Md. 20878

Return to: Fenton Title Company
8485 Fenton Street
Suite 300
Silver Spring, MD 20910

EXHIBIT "A"

LIBER FOLIO
10727 414

Dewberry & Davis

Architects
Engineers
Planners
Surveyors

204 West Diamond Avenue
Gaithersburg, MD 20878
301 948-8500
Fax: 301 258-7607

OCTOBER 1, 1992

DESCRIPTION OF
PHASE 18
WINTERGATE AT LONGMEAD CONDOMINIUM
WHEATON (13TH) ELECTION DISTRICT
MONTGOMERY COUNTY, MARYLAND

Being a portion of the property conveyed from Longmead Crossing Limited Partnership, a Maryland Limited Partnership, to Pulte Home Corporation by deed recorded March 26, 1992 among the Land Records of Montgomery County, Maryland in Liber 10260 at Folio 178, and also being part of Parcel E, Block B - Longmead as shown on a Plat of Subdivision recorded among said Land Records in Plat Book 160 as Plat No. 18169, and more particularly described as follows:

Beginning at a point lying at the southwesterly end of the 17th or "South 42° 24' 03" West, 308.50 feet" line as described in the above-mentioned deed recorded in Liber 10260 at Folio 178; thence running across said property conveyed by said deed with the boundary of Phase 17 of Wintergate at Longmead Condominium the following two (2) courses and distances:

1) North 47° 35' 57" West, 107.50 feet; thence
2) North 42° 24' 03" East, 74.00 feet to intersect the fourth (4th) or "South 47° 35' 57" East, 157.50 feet" line as described in said deed; thence running with part of said line, in part, and across said property, in part

Virginia
Maryland
North Carolina
Tennessee
New York
New Jersey
Connecticut
Massachusetts
Pennsylvania

LIBER FOLIO
10727.415

3) South 47° 35' 57" East, 107.50 feet, to intersect the above-mentioned 308.50 feet deed line; thence running with said line

4) South 42° 24' 03" West, 74.00 feet to the point of beginning containing 7,955 square feet or 0.18262 of an acre of land subject to conditions of record.

desc\wint18.lmc

(6)

LIBER FOLIO
10727.

PROP/DOC/PL92
DOCWIN1-4
05/11/92:ceb

SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS
(Wintergate at Longmead Condominium Cluster Annexation)

(Phase Eighteen)

THIS DECLARATION, made this 9th day of October, 1992, by PULTE HOME CORPORATION, a corporation organized and existing under the laws of the State of Michigan and LONGMEAD CROSSING LIMITED PARTNERSHIP, A Maryland Limited Partnership, hereinafter called "Declarant"

FILED
BETTIE A. SKELTON
CLERK'S OFFICE
MONTGOMERY CO MD

W I T N E S S E T H:

WHEREAS, the Declarant is the owner of real property described herein and desires to create thereon a residential community with permanent common areas and community facilities for the benefit of said community; and

WHEREAS, PULTE HOME CORPORATION, Declarant, has heretofore imposed certain covenants and conditions upon certain other real property by Declaration recorded December 28, 1983 in Liber 6270 at folio 725 among the Land Records of Montgomery County, Maryland which Declaration has been Supplemented to extend the scheme of Covenants to various other properties; and

MISC I 24.00
NAMES
SEIZ 3.00
PARCEL ID 1.00
SURCHARG 2.00
POSTAGE .50

WHEREAS, by Supplementary Declaration of Covenants and Restrictions recorded October 30, 1991, in Liber 10001 at folio 780, among the Land Records of Montgomery County, Maryland, Declarant established the Wintergate at Longmead Condominium Cluster of the Longmead Crossing Community and imposed certain additional covenants and conditions on certain other real property; and

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3
12

LIBER FOR 11
10727.417

WHEREAS, Declarant deems it desirable to extend the scheme of covenants and restrictions set forth in the Supplementary Declaration (Wintergate at Longmead Condominium) aforesaid unto additional of its properties, in accordance with Article II, Section 2 of the Supplementary Declaration (Wintergate at Longmead Condominium Cluster) aforesaid;

NOW, THEREFORE, Declarant hereby declares as follows:

1. All the terms and conditions of the Supplementary Declaration (Wintergate at Longmead Condominium Cluster) aforesaid are hereby imposed upon the real property hereinafter described and Declarant hereby declares that said real property is and shall be held, conveyed, hypothecated, or encumbered, sold, leased, rented, used, occupied, and improved subject to the covenants, restrictions, easements, charges and liens set forth in the aforesaid Supplementary Declaration (Wintergate at Longmead Condominium Cluster) as amended, just as if all said covenants and restrictions were fully set forth herein.

2. The real property subject to this Supplementary Declaration of Covenants and Restrictions is described on Exhibit "A", attached hereto and incorporated herein by this reference.

3. Except as hereinabove modified and amended, the terms and conditions set forth in the aforesaid Declaration of Covenants and Restrictions are hereby ratified and confirmed.

IN WITNESS WHEREOF, the said PULTE HOME CORPORATION, a Michigan corporation, has on this 9th day of October, 1992, caused these presents to be executed by CHARLES S. HOCKENSMITH, its Potomac Operation President, and does

hereby constitute and appoint said CHARLES S. HOCKENSMITH its true and lawful attorney-in-fact to acknowledge and deliver these presents as the act and deed of said PULTE HOME CORPORATION.

PULTE HOME CORPORATION

By _____
Charles S. Hockensmith
President, Potomac Operation
Maryland Division
Attorney in Fact of Pulte Home Corporation

STATE OF MARYLAND)
) SS:
COUNTY OF MONTGOMERY)

I HEREBY CERTIFY that on this 8th day of OCTOBER, 1992, before me, the subscriber, a Notary Public in and for the State aforesaid and County of Montgomery personally appeared CHARLES S. HOCKENSMITH, who is personally known to me to be the Potomac Operation President of PULTE HOME CORPORATION, and the person named as attorney-in-fact in the foregoing Supplementary Declaration, and by virtue of the authority vested by said instrument, acknowledge the same to be the act and deed of PULTE HOME CORPORATION and that the same was executed for the purposes therein contained.

WITNESS my hand and notarial seal.

_____
Notary Public

NOTARY PUBLIC
CHARLES F. TURNER
HOWARD CO. MD

My Commission Expires:
9-11-94

I HEREBY CERTIFY that the within Supplementary Declaration was prepared by the undersigned, a member of good standing of the Bar of the Court of Appeals of Maryland.

_____
Louis S. Pettey

IN WITNESS WHEREOF, LONGMEAD CROSSING LIMITED PARTNERSHIP has on this 9th day of October, 1992 caused this Supplementary Declaration of Covenants and Restrictions to be signed in its name by POTOMAC INVESTMENT ASSOCIATES LIMITED PARTNERSHIP, its General Partner and does hereby acknowledge and deliver these presents as its act and deed.

LONGMEAD CROSSING LIMITED
PARTNERSHIP

By: POTOMAC INVESTMENT ASSOCIATES
LIMITED PARTNERSHIP
General Partner

ATTEST:

By: _____
General Partner

STATE OF MARYLAND)
) SS:
COUNTY OF MONTGOMERY)

On this 9th day of October, 1992, before me, a Notary Public, appeared William C. Colona who acknowledged himself to be a General Partner of Potomac Investment Associates Limited Partnership, which partnership is a general partner of Longmead Crossing Limited Partnership and acknowledged that he executed the within instrument for the purposes therein contained.

_____
Notary Public

My Commission Expires: 9-13-93

Title Insurer: n/a
Parcel ID No. 13-255-2958488
Pulte Home Corporation
11120 New Hampshire Avenue
Silver Spring, MD 20904

Longmead Crossing
Limited Partnership
806 W. Diamond Avenue
Gaithersburg, MD 20878

Return to: Fenton Title Company
8485 Fenton Street
Suite 300
Silver Spring, Maryland 20910

EXHIBIT "A"

LIBER FOLIO
10727 420

Dewberry & Davis

Architects
Engineers
Planners
Surveyors

804 West Diamond Avenue
Gaithersburg, MD 20878
301 948-8500
Fax: 301 258-7607

OCTOBER 1, 1992

DESCRIPTION OF
PHASE 18
WINTERGATE AT LONGMEAD CONDOMINIUM
WHEATON (13TH) ELECTION DISTRICT
MONTGOMERY COUNTY, MARYLAND

Being a portion of the property conveyed from Longmead Crossing Limited Partnership, a Maryland Limited Partnership, to Pulte Home Corporation by deed recorded March 26, 1992 among the Land Records of Montgomery County, Maryland in Liber 10260 at Folio 178, and also being part of Parcel E, Block B - Longmead as shown on a Plat of Subdivision recorded among said Land Records in Plat Book 160 as Plat No. 18169, and more particularly described as follows:

Beginning at a point lying at the southwesterly end of the 17th or "South 42° 24' 03" West, 308.50 feet" line as described in the above-mentioned deed recorded in Liber 10260 at Folio 178; thence running across said property conveyed by said deed with the boundary of Phase 17 of Wintergate at Longmead Condominium the following two (2) courses and distances:

1) North 47° 35' 57" West, 107.50 feet; thence
2) North 42° 24' 03" East, 74.00 feet to intersect the fourth (4th) or "South 47° 35' 57" East, 157.50 feet" line as described in said deed; thence running with part of said line, in part, and across said property, in part

3) South 47° 35' 57" East, 107.50 feet, to intersect the above-mentioned 308.50 feet deed line; thence running with said line

4) South 42° 24' 03" West, 74.00 feet to the point of beginning containing 7,955 square feet or 0.18262 of an acre of land subject to conditions of record.

desc\wint18.lmc

(6)

10818-709

RPROP/DCC/PL92
DOCLG1-4
05/11/92:ceb

SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS
(Longmead Crossing)
(Phase Nineteen)

THIS DECLARATION, made this 5 day of [illegible], 1992, by PULTE HOME CORPORATION, a corporation organized and existing under the laws of the State of Michigan and LONGMEAD CROSSING LIMITED PARTNERSHIP, A Maryland Limited Partnership, hereinafter collectively called "Declarant"

W I T N E S S E T H:

WHEREAS, the Declarant is the owner of real property described herein and desires to create thereon a residential community with permanent common areas and community facilities for the benefit of said community; and

WHEREAS, Declarant, has heretofore imposed certain covenants and conditions upon certain other real property by Declaration recorded December 28, 1983 in Liber 6270 at folio 725 and by numerous Supplementary Declarations heretofore recorded among the Land Records of Montgomery County, Maryland; and

WHEREAS, Declarant deems it desirable to extend the scheme of covenants and restrictions set forth in the Declaration aforesaid unto additional of its properties, in accordance with Article II, Section 2 of the Declaration aforesaid;

NOW, THEREFORE, Declarant hereby declares as follows:

1. All the terms and conditions of the Declaration aforesaid are hereby imposed upon the real property hereinafter described and Declarant hereby declares that said real property is and shall be held, conveyed, hypothecated, or encumbered, soid, leased, rented, used,

occupied, and improved subject to the covenants, restrictions, easements, charges and liens set forth in the aforesaid Supplementary Declaration as amended, just as if all said covenants and restrictions were fully set forth herein.

2. The real property subject to this Supplementary Declaration of Covenants and Restrictions is described on Exhibit "A", attached hereto and incorporated herein by this reference.

3. Except as hereinabove modified and amended, the terms and conditions set forth in the aforesaid Declaration of Covenants and Restrictions are hereby ratified and confirmed.

IN WITNESS WHEREOF, the said PULTE HOME CORPORATION, a Michigan corporation, has on this 5th day of November, 1992, caused these presents to be executed by CHARLES S. HOCKENSMITH, its Potomac Operation President, and does hereby constitute and appoint said CHARLES S. HOCKENSMITH its true and lawful attorney-in-fact to acknowledge and deliver these presents as the act and deed of said PULTE HOME CORPORATION.

PULTE HOME CORPORATION

By _____
Charles S. Hockensmith
President, Potomac Operation
Attorney-in-Fact of Pulte
Home Corporation

Liber 10355 Folio 121

STATE OF MARYLAND)
) SS:
COUNTY OF MONTGOMERY)

I HEREBY CERTIFY that on this 5th day of November, 1992, before me, the subscriber, a Notary Public in and for

the State aforesaid and County of Howard personally appeared CHARLES S. HOCKENSMITH, who is personally known to me to be the Potomac Operation President of PULTE HOME CORPORATION, and the person named as attorney-in-fact in the foregoing Supplementary Declaration, and by virtue of the authority vested by said instrument, acknowledge the same to be the act and deed of PULTE HOME CORPORATION and that the same was executed for the purposes therein contained.

WITNESS my hand and notarial seal.

Notary Public

NOTARY PUBLIC CHARLES F. TURNER HOWARD CO. MD

My Commission Expires:
9-11-94

IN WITNESS WHEREOF, LONGMEAD CROSSING LIMITED PARTNERSHIP has on this 6th day of November, 1992, caused this Supplementary Declaration of Covenants and Restrictions to be signed in its name by POTOMAC INVESTMENT ASSOCIATES LIMITED PARTNERSHIP, its General Partner and does hereby acknowledge and deliver these presents as its act and deed.

LONGMEAD CROSSING LIMITED PARTNERSHIP

By: POTOMAC INVESTMENT ASSOCIATES LIMITED PARTNERSHIP
General Partner

ATTEST:

Barbara Sheller (as to AMN)

By: A. M. Natelli
A. M. Natelli
General Partner

STATE OF MARYLAND)
) SS:
COUNTY OF MONTGOMERY)

On this 6th day of November, 1992, before me, a Notary Public, appeared A.M. Natelli, who acknowledged himself to be a General Partner of Potomac Investment Associates Limited Partnership, which partnership is a general partner of Longmead Crossing Limited Partnership and acknowledged that he executed the within instrument for the purposes therein contained.

Louise A. Cerniglia
Notary Public

My Commission Expires:

9/13/93

I HEREBY CERTIFY that the within Supplementary Declaration was prepared by the undersigned, a member of good standing of the Bar of the Court of Appeals of Maryland.

Louis S. Pettey

Parcel ID# 13-255-2921641

Title Insurer: N/A

Pulte Home Corporation
11120 New Hampshire Avenue
Silver Spring, Md. 20904

Longmead Crossing Limited Partnership
806 W. Diamond Avenue
Gaithersburg, Md. 20878

Return to: Fenton Title Company
8485 Fenton Street
Suite 300
Silver Spring, MD 20910

LIBER FILM
10618 13

Dewberry & Davis

Architects
Engineers
Planners
Surveyors

301 West Diamond Avenue
Gaithersburg, MD 20878
301 948-8300
Fax 301 258-7607

EXHIBIT A

OCTOBER 1, 1992

DESCRIPTION OF
PHASE 19
WINTERGATE AT LONGMEAD CONDOMINIUM
WHEATON (13TH) ELECTION DISTRICT
MONTGOMERY COUNTY, MARYLAND

Being a portion of the property conveyed from Longmead Crossing Limited Partnership, a Maryland Limited Partnership, to Pulte Home Corporation by deed recorded March 26, 1992 among the Land Records of Montgomery County, Maryland in Liber 10260 at Folio 178, and also being part of Parcel E, Block B - Longmead as shown on a Plat of Subdivision recorded among said Land Records in Plat Book 160 as Plat No. 18169, and more particularly described as follows:

Beginning at a point bearing South 70° 11' 29" East, 307.78 feet from the northeasterly end of the "N 59° 42' 32" E 82.81 feet" line of said Parcel E as shown on the above-mentioned Plat, said point also lying on the 17th or "South 42° 24' 03" West, 308.50 feet" line as described in the above-mentioned deed of conveyance, 93.25 feet in a southwesterly direction from the northeasterly end thereof; thence running with part of said line:

1) South 42° 24' 03" West, 141.25 feet; thence departing said line and running across said property conveyed by said deed and with the boundary of phase 18 of Wintergate at Longmead Condominium

2) North 47° 35' 57" West, 70.00 feet to the southwesterly end of the fifth (5th) or "North 42° 24' 03" East, 141.25 feet" line of said conveyance as described in said deed; thence with said line.

3) North 42° 24' 03" East, 141.25 feet; thence again crossing said property and running with the boundary of proposed Phase 20 of Wintergate at Longmead Condominium

4) South 47° 35' 57" East, 70.00 feet to the point of beginning containing 9,888 square feet or 0.22699 of an acre of land subject to conditions of record.

desc/wint19.lmc

(6)

10857-118

FPROP/DOC/PL92
DOCLG1-4
(5/11/92:ceb

SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS
(Longmead Crossing)
(Phase Twenty)

THIS DECLARATION, made this 17th day of NOVEMBER, 1992, by PULTE HOME CORPORATION, a corporation organized and existing under the laws of the State of Michigan and LONGMEAD CROSSING LIMITED PARTNERSHIP, A Maryland Limited Partnership, hereinafter collectively called "Declarant"

W I T N E S S E T H:

WHEREAS, the Declarant is the owner of real property described herein and desires to create thereon a residential community with permanent common areas and community facilities for the benefit of said community: and

WHEREAS, Declarant, has heretofore imposed certain covenants and conditions upon certain other real property by Declaration recorded December 28, 1983 in Liber 6270 at folio 725 and by numerous Supplementary Declarations heretofore recorded among the Land Records of Montgomery County, Maryland; and

WHEREAS, Declarant deems it desirable to extend the scheme of covenants and restrictions set forth in the Declaration aforesaid unto additional of its properties, in accordance with Article II, Section 2 of the Declaration aforesaid;

NOW, THEREFORE, Declarant hereby declares as follows:

1. All the terms and conditions of the Declaration aforesaid are hereby imposed upon the real property hereinafter described and Declarant hereby declares that said real property is and shall be held, conveyed, hypothecated, or encumbered, sold, leased, rented, used,

occupied, and improved subject to the covenants, restrictions, easements, charges and liens set forth in the aforesaid Supplementary Declaration as amended, just as if all said covenants and restrictions were fully set forth herein.

2. The real property subject to this Supplementary Declaration of Covenants and Restrictions is described on Exhibit "A", attached hereto and incorporated herein by this reference.

3. Except as hereinabove modified and amended, the terms and conditions set forth in the aforesaid Declaration of Covenants and Restrictions are hereby ratified and confirmed.

IN WITNESS WHEREOF, the said PULTE HOME CORPORATION, a Michigan corporation, has on this 17th day of November, 1992, caused these presents to be executed by CHARLES S. HOCKENSMITH, its Potomac Operation President, and does hereby constitute and appoint said CHARLES S. HOCKENSMITH its true and lawful attorney-in-fact to acknowledge and deliver these presents as the act and deed of said PULTE HOME CORPORATION.

PULTE HOME CORPORATION

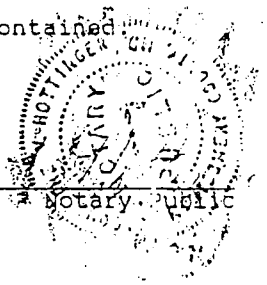
By _____
Charles S. Hockensmith
President, Potomac Operation
Attorney-in-Fact of Pulte
Home Corporation
L-10385 F-021

STATE OF MARYLAND)
) SS:
COUNTY OF MONTGOMERY)

I HEREBY CERTIFY that on this 17th day of November, 1992, before me, the subscriber, a Notary Public in and for

the State aforesaid and County of Montgomery personally appeared CHARLES S. HOCKENSMITH, who is personally known to me to be the Potomac Operation President of PULTE HOME CORPORATION, and the person named as attorney-in-fact in the foregoing Supplementary Declaration, and by virtue of the authority vested by said instrument, acknowledge the same to be the act and deed of PULTE HOME CORPORATION and that the same was executed for the purposes therein contained.

WITNESS my hand and notarial seal.



_____ Notary Public

My Commission Expires:

1/1/95

IN WITNESS WHEREOF, LONGMEAD CROSSING LIMITED PARTNERSHIP has on this 6th day of November, 1992, caused this Supplementary Declaration of Covenants and Restrictions to be signed in its name by POTOMAC INVESTMENT ASSOCIATES LIMITED PARTNERSHIP, its General Partner and does hereby acknowledge and deliver these presents as its act and deed.

LONGMEAD CROSSING LIMITED PARTNERSHIP

By: POTOMAC INVESTMENT ASSOCIATES LIMITED PARTNERSHIP
General Partner

ATTEST:

Barbara Adelman

By: A. M. Natelli

General Partner
ANTHONY M. NATELLI

STATE OF MARYLAND)
) SS:
COUNTY OF MONTGOMERY)

On this 6th day of November, 1992, before me, a Notary Public, appeared A. M. Nabelli, who acknowledged himself to be a General Partner of Potomac Investment Associates Limited Partnership, which partnership is a general partner of Longmead Crossing Limited Partnership and acknowledged that he executed the within instrument for the purposes therein contained.

Louise A. Carpenter
Notary Public

My Commission Expires:

4-13-93

I HEREBY CERTIFY that the within Supplementary Declaration was prepared by the undersigned, a member of good standing of the Bar of the Court of Appeals of Maryland.

Louis S. Pettey

Parcel ID# 13-255-2921641

Title Insurer: N/A

Pulte Home Corporation
11120 New Hampshire Avenue
Silver Spring, Md. 20904

Longmead Crossing Limited
Partnership
806 W. Diamond Avenue
Gaithersburg, Md. 20878

Return to: Fenton Title Company
8485 Fenton Street
Suite 300
Silver Spring, MD 20910

Dewberry & Davis

Architects
Engineers
Planners
Surveyors

801 West Diamond Avenue
Gaithersburg, MD 20878
301 948 8300
Fax: 301 258 7600

EXHIBIT A

OCTOBER 1, 1992

DESCRIPTION OF
PHASE 20
WINTERGATE AT LONGMEAD CONDOMINIUM
WHEATON (13TH) ELECTION DISTRICT
MONTGOMERY COUNTY, MARYLAND

Being a portion of the property conveyed from Longmead Crossing Limited Partnership, a Maryland Limited Partnership, to Pulte Home Corporation by deed recorded March 26, 1992 among the Land Records of Montgomery County, Maryland in Liber 10260 at Folio 178, and also being part of Parcel E, Block B - Longmead as shown on a Plat of Subdivision recorded among said Land Records in Plat Book 160 as Plat No. 18169, and more particularly described as follows:

Beginning at a point lying at the northeasterly end of the 17th or "South 42° 24' 03" West, 308.50 feet" line as described in the above-mentioned deed of conveyance; thence running with part of said line.

1) South 42° 24' 03" West, 93.25 feet; thence running across said property with the boundary of Phase 19 of Wintergate at Longmead Condominium.

2) North 47° 35' 57" West, 70.00 feet to the southeasterly end of the sixth (6th) or "North 17° 58' 44" West, 71.32 feet" line as described in said deed of conveyance; thence running with said (6th) line and also the seventh (7th) line as described in said deed the following two (2) courses and distances:

Virginia
Maryland
North Carolina
Tennessee
New York
New Jersey
Connecticut
Massachusetts
Pennsylvania

3) North 17° 58' 44" West, 71.32 feet; thence

4) North 42° 24' 03" East, 58.00 feet; thence again crossing said property with part of the boundary of phase 15 of Wintergate at Longmead Condominium, in part, and the sixteenth (16th) line of said conveyance, in part,

5) South 47° 35' 57" East, 132.00 feet to the point of beginning containing 11216 square feet or 0.25749 of an acre of land subject to conditions of record.

desc/wint20.lmc

(6)

10967 - 270

RP:ROP/DOC/PL92
DOCLG1-4
11/05/92:ceb

SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS
(Longmead Crossing)
(Phase Twenty-one)

THIS DECLARATION, made this ___ day of _____, 1992, by PULTE HOME CORPORATION, a corporation organized and existing under the laws of the State of Michigan and LONGMEAD CROSSING LIMITED PARTNERSHIP, A Maryland Limited Partnership, hereinafter collectively called "Declarant"

W I T N E S S E T H:

WHEREAS, the Declarant is the owner of real property described herein and desires to create thereon a residential community with permanent common areas and community facilities for the benefit of said community; and

WHEREAS, Declarant, has heretofore imposed certain covenants and conditions upon certain other real property by Declaration recorded December 28, 1983 in Liber 6270 at folio 725 and by numerous Supplementary Declarations heretofore recorded among the Land Records of Montgomery County, Maryland; and

WHEREAS, Declarant deems it desirable to extend the scheme of covenants and restrictions set forth in the Declaration aforesaid unto additional of its properties, in accordance with Article II, Section 2 of the Declaration aforesaid;

NOW, THEREFORE, Declarant hereby declares as follows:

1. All the terms and conditions of the Declaration aforesaid are hereby imposed upon the real property hereinafter described and Declarant hereby declares that said real property is and shall be held, conveyed, hypothecated, or encumbered, sold, leased, rented, used,

occupied, and improved subject to the covenants, restrictions, easements, charges and liens set forth in the aforesaid Supplementary Declaration as amended, just as if all said covenants and restrictions were fully set forth herein.

2. The real property subject to this Supplementary Declaration of Covenants and Restrictions is described on Exhibit "A", attached hereto and incorporated herein by this reference.

3. Except as hereinabove modified and amended, the terms and conditions set forth in the aforesaid Declaration of Covenants and Restrictions are hereby ratified and confirmed.

IN WITNESS WHEREOF, the said PULTE HOME CORPORATION, a Michigan corporation, has on this ___ day of _____, 1992, caused these presents to be executed by CHARLES S. HOCKENSMITH, its Potomac Operation President, and does hereby constitute and appoint said CHARLES S. HOCKENSMITH its true and lawful attorney-in-fact to acknowledge and deliver these presents as the act and deed of said PULTE HOME CORPORATION.

PULTE HOME CORPORATION

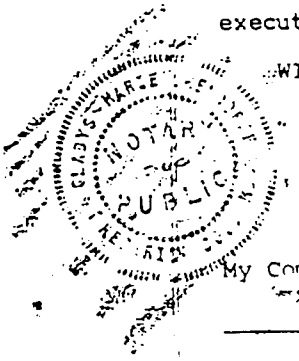
By _____
Charles S. Hockensmith
President, Potomac Operation
Attorney-in-Fact of Pulte
Home Corporation

STATE OF MARYLAND)
) SS:
COUNTY OF MONTGOMERY)

I HEREBY CERTIFY that on this ___ day of _____, 1992, before me, a Notary Public, personally appeared

CHARLES S. HOCKENSMITH, who is personally known to me to be the Potomac Operation President of PULTE HOME CORPORATION, and the person named as attorney-in-fact in the foregoing Supplementary Declaration, and by virtue of the authority vested by said instrument, acknowledge the same to be the act and deed of PULTE HOME CORPORATION and that the same was executed for the purposes therein contained.

WITNESS my hand and notarial seal.



Notary Public

My Commission Expires:

[illegible] MARIE ORENDORFF
[illegible] STATE OF MARYLAND
[illegible] May 6, 1995

IN WITNESS WHEREOF, LONGMEAD CROSSING LIMITED PARTNERSHIP has on this _____ day of _____, 1992, caused this Supplementary Declaration of Covenants and Restrictions to be signed in its name by POTOMAC INVESTMENT ASSOCIATES LIMITED PARTNERSHIP, its General Partner and does hereby acknowledge and deliver these presents as its act and deed.

LONGMEAD CROSSING LIMITED PARTNERSHIP

By: POTOMAC INVESTMENT ASSOCIATES LIMITED PARTNERSHIP
General Partner

ATTEST:

By: _____

General Partner

STATE OF MARYLAND)
) SS:
COUNTY OF MONTGOMERY)

On this 21 day of [illegible], 1992, before me, a Notary Public, appeared [illegible], who acknowledged himself to be a General Partner of Potomac Investment Associates Limited Partnership, which partnership is a general partner of Longmead Crossing Limited Partnership and acknowledged that he executed the within instrument for the purposes therein contained.

[illegible]
Notary Public

My Commission Expires:

[illegible]

I HEREBY CERTIFY that the within Supplementary Declaration was prepared by the undersigned, a member of good standing of the Bar of the Court of Appeals of Maryland.

Louis S. Pettey

Parcel ID# 13-255-2921641

Title Insurer: N/A

Return to: Fenton Title Company
8485 Fenton Street
Suite 300
Silver Spring, MD 20910

Pulte Home Corporation
11120 New Hampshire Avenue
Silver Spring, Md. 20904

Longmead Crossing Limited Partnership
806 W. Diamond Avenue
Gaithersburg, Md. 20878

LIB FOL
10907 207

Dewberry & Davis

EXHIBIT A
NOVEMBER 10, 1992
DESCRIPTION OF
PHASE 21
WINTERGATE AT LONGMEAD CONDOMINIUM
WHEATON (13TH) ELECTION DISTRICT
MONTGOMERY COUNTY, MARYLAND

Being a portion of the property conveyed from Longmead Crossing Limited Partnership, a Maryland Limited Partnership, to Pulte Home Corporation by deed recorded October 13, 1992 in Liber 10729 at Folio 343 among the Land Records of Montgomery County, Maryland, and also being a portion of the (former Montgomery County, MD) property conveyed from Longmead Crossing Limited Partnership to Pulte Home Corporation by deed dated October 7, 1992 and recorded among said Land Records in Liber 10707 at Folio 210, the same being parts of Parcel E, Block B - Longmead as shown on a Subdivision Record Plat recorded among said Land Records in Plat Book 160 as Plat No. 18169, and more particularly described as follows:

Beginning at a point bearing North 72°49'28" East, 111.90 feet from the northeasterly end of the "N 59°42'32" E 82.81 feet" line of said Parcel E as shown on the above-mentioned Plat, said point also lying on the seventh (7th) or "North 42°24'03" East, 202.54 feet" line, as described in the above-mentioned deed of conveyance recorded in Liber 10729 at Folio 343, 119.50 feet in a northeasterly direction from the southwesterly end thereof; thence running with the remainder of said line

Virginia
Maryland
North Carolina
Texas
New York
New Jersey

1) North 42 24'03" East, 83.04 feet to intersect the common line of division between said former Montgomery County, Maryland property conveyed by Liber 10707, Folio 210, and the said property conveyed by Liber 10729, Folio 343; thence continuing along the same bearing across said former Montgomery County, Maryland property

2) North 42°24'03" East, 31.96 feet; thence again crossing said former Montgomery County, Maryland property

3) South 47°35'57" East, 10.09 feet to again intersect said common line of division; thence continuing along the same bearing and with part of the second (2nd) or "South 47°35'57" East, 85.41 feet" line of said conveyance recorded in Liber 10729 at Folio 343

4) South 47°35'57" East, 59.91 feet; thence departing said line and crossing said property conveyed by Liber 10729, Folio 343 with the boundary lines of proposed Phase 22 of Wintergate at Longmead Condominium, the following two (2) courses and distances:

5) South 42°24'03" West, 115.00 feet; thence

6) North 47°35'57" West, 70.00 feet to the point of beginning containing 8050 square feet or 0.18480 of an acre of land subject to conditions of record.

descwin.21

11006-184

RPRO?/DOC/PL92
DOCLG1-4
11/09/92:ceb

SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS
(Longmead Crossing)
(Phase Twenty-two)

THIS DECLARATION, made this 7th day of January, 1992, by PULTE HOME CORPORATION, a corporation organized and existing under the laws of the State of Michigan and LONGMEAD CROSSING LIMITED PARTNERSHIP, A Maryland Limited Partnership, hereinafter collectively called "Declarant"

W I T N E S S E T H:

WHEREAS, the Declarant is the owner of real property described herein and desires to create thereon a residential community with permanent common areas and community facilities for the benefit of said community; and

WHEREAS, Declarant, has heretofore imposed certain covenants and conditions upon certain other real property by Declaration recorded December 28, 1983 in Liber 6230 folio 725 and by numerous Supplementary Declarations heretofore recorded among the Land Records of Montgomery County, Maryland; and

RECC I 24.00
MICES
SEC. 3.00
PARCEL ID 1.00
SURCHARG 2.00
POSTAGE .50

WHEREAS, Declarant deems it desirable to extend the scheme of covenants and restrictions set forth in the Declaration aforesaid unto additional of its properties, in accordance with Article II, Section 2 of the Declaration aforesaid;

NOW, THEREFORE, Declarant hereby declares as follows:

1. All the terms and conditions of the Declaration aforesaid are hereby imposed upon the real property hereinafter described and Declarant hereby declares that said real property is and shall be held, conveyed, hypothecated, or encumbered, sold, leased, rented, used,

93 JAN 11 A 9:21.5
FILED
BETTIE A. SKELTON
CLERKS OFFICE
MONTGOMERY CO MD

occupied, and improved subject to the covenants, restrictions, easements, charges and liens set forth in the aforesaid Supplementary Declaration as amended, just as if all said covenants and restrictions were fully set forth herein.

2. The real property subject to this Supplementary Declaration of Covenants and Restrictions is described on Exhibit "A", attached hereto and incorporated herein by this reference.

3. Except as hereinabove modified and amended, the terms and conditions set forth in the aforesaid Declaration of Covenants and Restrictions are hereby ratified and confirmed.

IN WITNESS WHEREOF, the said PULTE HOME CORPORATION, a Michigan corporation, has on this 7th day of December, 1992, caused these presents to be executed by CHARLES S. HOCKENSMITH, its Potomac Operation President, and does hereby constitute and appoint said CHARLES S. HOCKENSMITH its true and lawful attorney-in-fact to acknowledge and deliver these presents as the act and deed of said PULTE HOME CORPORATION.

PULTE HOME CORPORATION

By _____
Charles S. Hockensmith
President, Potomac Operation
Attorney-in-Fact of Pulte
Home Corporation

STATE OF MARYLAND)
) SS:
COUNTY OF MONTGOMERY)

I HEREBY CERTIFY that on this 7th day of December, 1992, before me, a Notary Public, personally appeared

CHARLES S. HOCKENSMITH, who is personally known to me to be the Potomac Operation President of PULTE HOME CORPORATION, and the person named as attorney-in-fact in the foregoing Supplementary Declaration, and by virtue of the authority vested by said instrument, acknowledge the same to be the act and deed of PULTE HOME CORPORATION and that the same was executed for the purposes therein contained.

WITNESS my hand and notarial seal.

Gladys Marie Orendorff
Notary Public

My Commission Expires:
GLADYS MARIE ORENDORFF
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires January 6, 1996

IN WITNESS WHEREOF, LONGMEAD CROSSING LIMITED PARTNERSHIP has on this 2nd day of December, 1992, caused this Supplementary Declaration of Covenants and Restrictions to be signed in its name by POTOMAC INVESTMENT ASSOCIATES LIMITED PARTNERSHIP, its General Partner and does hereby acknowledge and deliver these presents as its act and deed.

LONGMEAD CROSSING LIMITED PARTNERSHIP

By: POTOMAC INVESTMENT ASSOCIATES LIMITED PARTNERSHIP
General Partner

ATTEST:

N. Clark Smith

By: _____
General Partner
William Colonna

STATE OF MARYLAND)
)
COUNTY OF MONTGOMERY) SS:

On this 21st day of December, 1992, before me, a Notary Public, appeared W.C. Colonna, who acknowledged himself to be a General Partner of Potomac Investment Associates Limited Partnership, which partnership is a general partner of Longmead Crossing Limited Partnership and acknowledged that he executed the within instrument for the purposes therein contained.

Notary Public

My Commission Expires:

9-13-93

I HEREBY CERTIFY that the within Supplementary Declaration was prepared by the undersigned, a member of good standing of the Bar of the Court of Appeals of Maryland.

Louis S. Pettey

Parcel ID# 13-255-2921641

Title Insurer: N/A

Pulte Home Corporation
11120 New Hampshire Avenue
Silver Spring, Md. 20904

Longmead Crossing Limited Partnership
806 W. Diamond Avenue
Gaithersburg, Md. 20878

Return to: Fenton Title Company
8485 Fenton Street
Suite 300
Silver Spring, MD 20910

LIB FIL
11006.188

Dewberry & Davis

Architects
Engineers
Planners
Surveyors

8401 West Diamond Avenue
Gaithersburg, MD 20878
301 948 8580
Fax: 301 258 7407

EXHIBIT A
NOVEMBER 10, 1992
DESCRIPTION OF
PHASE 22
WINTERGATE AT LONGMEAD CONDOMINIUM
WHEATON (13TH) ELECTION DISTRICT
MONTGOMERY COUNTY, MARYLAND

Being a portion of the property conveyed from Longmead Crossing Limited Partnership, a Maryland Limited Partnership, to Pulte Home Corporation by deed recorded October 13, 1992 among the Land Records of Montgomery County, Maryland in Liber 10729 at Folio 343, and also being part of Parcel E, Block B - Longmead as shown on a Plat of Subdivision recorded among said land Records in Plat Book 160 as Plat No. 18169, and more particularly described as follows:

Beginning at a point bearing South 25°30'01" East, 61.16 feet from the northeasterly end of the "N 59°42'32" E 82.81 feet" line of said Parcel E as shown on the above-mentioned Plat, said point also lying at the southwesterly end of the seventh (7th) or "North 42°24'03" East, 202.54 feet" line as described in the above-mentioned deed of conveyance; thence running with part of said line

1) North 42°24'03" East, 119.50 feet; thence departing said line and running across said Parcel E with the boundary lines of Phase 21 of Wintergate at Longmead Condominium the following two (2) courses and distances:

2) South 47°35'57" East, 70.00 feet; thence

LIB FIL
11006.189

3) North 42°24'03" East, 115.00 feet to intersect the second (2nd) or "South 47°35'57" East, 85.41 feet" line as described in said deed of conveyance; thence running with part of said line to its southeasterly end

4) South 47°35'57" East, 25.50 feet; thence running with the third (3rd) through the sixth (6th) lines of said deed of conveyance the following four courses and distances

5) South 42°24'03" West, 58.00 feet; thence

6) South 17°58'44" East, 71.32 feet; thence

7) South 42°24'03" West, 141.25 feet; thence

8) North 47°35'57" West, 157.50 feet to the point of beginning containing 24195 square feet or 0.55544 of an acre of land subject to conditions of record.

descwint.22

LIB FOL
11644.019

RPROP/DOC/PL93
DOCL61-4
01/15/93:cmb

SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS
(Longmead Crossing)
(Phase Twenty-three)

THIS DECLARATION, made this 22 day of JANUARY, 1993, by PULTE HOME CORPORATION, a corporation organized and existing under the laws of the State of Michigan and LONGMEAD CROSSING LIMITED PARTNERSHIP, A Maryland Limited Partnership, hereinafter collectively called "Declarant".

93 JAN 25 A 10:53.7
FILED
BETTIE A. SKELTON
CLERKS OFFICE
MONTGOMERY COUNTY MD

W I T N E S S E T H:

WHEREAS, the Declarant is the owner of real property described herein and desires to create thereon a residential community with permanent common areas and community facilities for the benefit of said community; and

WHEREAS, Declarant, has heretofore imposed certain covenants and conditions upon certain other real property by Declaration recorded December 28, 1983 in Liber 6270 at folio 725 and by numerous Supplementary Declarations heretofore recorded among the Land Records of Montgomery County, Maryland; and

MISC I 28.00
NAMES 481.00 4.00
PARCEL ID 5.00
SURCHARGE 2.00
POSTAGE .50

WHEREAS, Declarant deems it desirable to extend the scheme of covenants and restrictions set forth in the Declaration aforesaid unto additional of its properties, in accordance with Article II, Section 2 of the Declaration aforesaid;

NOW, THEREFORE, Declarant hereby declares as follows:

1. All the terms and conditions of the Declaration aforesaid are hereby imposed upon the real property hereinafter described and Declarant hereby declares that said real property is and shall be held, conveyed, hypothecated, or encumbered, sold, leased, rented, used,

LIBER FOL
11644.028

occupied, and improved subject to the covenants, restrictions, easements, charges and liens set forth in the aforesaid Supplementary Declaration as amended, just as if all said covenants and restrictions were fully set forth herein.

2. The real property subject to this Supplementary Declaration of Covenants and Restrictions is described on Exhibit "A", attached hereto and incorporated herein by this reference.

3. Except as hereinabove modified and amended, the terms and conditions set forth in the aforesaid Declaration of Covenants and Restrictions are hereby ratified and confirmed.

IN WITNESS WHEREOF, the said PULTE HOME CORPORATION, a Michigan corporation, has on this 22 day of January, 199 , caused these presents to be executed by CHARLES S. HOCKENSMITH, its Potomac Operation President, and does hereby constitute and appoint said CHARLES S. HOCKENSMITH its true and lawful attorney-in-fact to acknowledge and deliver these presents as the act and deed of said PULTE HOME CORPORATION.

PULTE HOME CORPORATION

By _____
Charles S. Hockensmith
President, Potomac Operation
Attorney-in-Fact of Pulte
Home Corporation
L 10585 F. 021

STATE OF MARYLAND)
) SS:
COUNTY OF MONTGOMERY)

I HEREBY CERTIFY that on this 25 day of January, 199⅘, before me, a Notary Public, personally appeared

CHARLES S. HOCKENSMITH, who is personally known to me to be the Potomac Operation President of PULTE HOME CORPORATION, and the person named as attorney-in-fact in the foregoing Supplementary Declaration, and by virtue of the authority vested by said instrument, acknowledge the same to be the act and deed of PULTE HOME CORPORATION and that the same was executed for the purposes therein contained.

WITNESS my hand and notarial seal.

Charles F. Turner
Notary Public

NOTARY PUBLIC
CHARLES F. TURNER
HOWARD CO. MD

My Commission Expires:
9-11-94

IN WITNESS WHEREOF, LONGMEAD CROSSING LIMITED PARTNERSHIP has on this 22 day of January, 199 , caused this Supplementary Declaration of Covenants and Restrictions to be signed in its name by POTOMAC INVESTMENT ASSOCIATES LIMITED PARTNERSHIP, its General Partner and does hereby acknowledge and deliver these presents as its act and deed.

LONGMEAD CROSSING LIMITED PARTNERSHIP

By: POTOMAC INVESTMENT ASSOCIATES LIMITED PARTNERSHIP
General Partner

ATTEST:

Lesley Falcone

By: A. M. Nuteli

General Partner
ANTHONY M. NUTELLI

LIB FOL
11044.022

STATE OF MARYLAND)
) SS:
COUNTY OF MONTGOMERY)

On this 22nd day of January, 1993, before me, a Notary Public, appeared A.M. Natelli, who acknowledged himself to be a General Partner of Potomac Investment Associates Limited Partnership, which partnership is a general partner of Longmead Crossing Limited Partnership and acknowledged that he executed the within instrument for the purposes therein contained.

Louise A. Kelly
Notary Public

My Commission Expires:

9-13-93

I HEREBY CERTIFY that the within Supplementary Declaration was prepared by the undersigned, a member of good standing of the Bar of the Court of Appeals of Maryland.

Louis S. Pettey

Parcel ID# 13-255-2921641

Title Insurer: N/A

Return to: Fenton Title Company
8485 Fenton Street
Suite 300
Silver Spring, MD 20910

Pulte Home Corporation
11120 New Hampshire Avenue
Silver Spring, Md. 20904

Longmead Crossing Limited
Partnership
806 W. Diamond Avenue
Gaithersburg, Md. 20878

LIB FOL
11044.023

Dewberry & Davis

Architects
Engineers
Planners
Surveyors

[illegible] West Diamond Avenue
Gaithersburg, MD 20878
301 [illegible]
Fax: 301 [illegible]

EXHIBIT A
JANUARY 13, 1993
DESCRIPTION OF
PHASE 23
WINTERGATE AT LONGMEAD CONDOMINIUM
WHEATON (13TH) ELECTION DISTRICT
MONTGOMERY COUNTY, MARYLAND

Being a portion of the 0.65973 acre tract of land conveyed from Longmead Crossing Limited Partnership, a Maryland Limited Partnership, to Pulte Home Corporation by deed dated December 30, 1992 and recorded January 4, 1993 among the Land Records of Montgomery County, Maryland, and also being all of the 0.63711 acre tract of land (formerly part of the Montgomery County, Maryland property) conveyed from Longmead Crossing Limited Partnership to Pulte Home Corporation by deed also dated December 30, 1992 and recorded January 4, 1993 among said Land Records, the same being parts of Parcel E, Block B - Longmead as shown on a Subdivision Record Plat recorded among said Land Records in Plat Book 160 as Plat No. 18169, and more particularly described as follows:

Beginning at a point lying on the "S 47° 35' 57" E 880.14 feet" line of said Parcel E as shown on said Plat, said point distant 114.14 feet in a southeasterly direction from the northwesterly end thereof; thence running with part of said line, being the first line of said 0.63711 acre tract of land

1) South 47° 35' 57" East, 234.99 feet; thence departing said line and crossing said Parcel E with the second line of said 0.63711 acre tract

2) South 35° 52' 45" West, 68.96 feet to intersect the common line of division between said 0.63711 acre tract of land and the said 0.65973 acre tract of land; thence continuing along the same bearing with the second line of said 0.65973 acre tract of land across said Parcel E

3) South 35° 42' 45" West, 21.63 feet; thence running with the third and part of the fourth course of said 0.65973 acre tract of land the following two (2) courses and distances:

4) South 47° 35' 57" East, 83.57 feet; thence

5) South 42° 24' 03" West, 107.00 feet; thence with the common division lines between proposed Phases 23 and 24 of Wintergate at Longmead Condominium as shown on the "sketch plan" recorded with the said deed for said 0.65973 acre tract of land the following two (2) courses and distances:

6) North 47° 35' 57" West, 74.00 feet; thence

7) South 42° 24' 03" West, 117.48 feet to intersect the fifth line of said 0.65973 acre tract of land; thence with the remainder of said line

8) North 47° 35' 57" West, 80.00 feet; thence with the sixth line of said 0.65973 acre tract of land

LIB FOL
11044.025

9) North 42° 24' 03" East, 30.61 feet to again intersect the common line of division between said 0.65973 acre tract of land and the said 0.63711 acre tract of land; thence continuing along the same bearing with the fourth line of said 0.63711 acre tract of land

10) North 42° 24' 03 East, 193.87 feet; thence running with the fifth through the eighth lines of said 0.63711 acre tract of land the following four (4) courses and distances:

11) North 47° 35' 57" West, 182.75 feet; thence

12) North 42° 24' 03" East, 21.00 feet; thence

13) North 54° 46' 48" East, 36.86 feet; thence

14) North 42° 24' 03" East, 33.00 feet to the point of beginning containing 47797 square feet or 1.09726 acres of land subject to conditions of record.

desc\wint1-13.sw

93 MAY 28 A 10:55.2

FILED
BETTIE A. SKELTON
CLERKS OFFICE
MONTGOMERY CO. MD

LIBER 11510 FOLIO 334

RPCP/HOA/DOC/SUPP/PL93
SDY 1-15
05/28/93:cmb

11510-334

SUPPLEMENTARY DECLARATION OF
COVENANTS AND RESTRICTIONS
(PARK VISTA MANOR CLUSTER)

THIS SUPPLEMENTARY DECLARATION is made this 25th day of May, 1993, by LONGMEAD CROSSING LIMITED PARTNERSHIP, a Maryland limited partnership, and PULTE HOME CORPORATION, A Michigan Corporation, hereinafter collectively called "Developer".

WHEREAS, Developer is the Owner of the real property described in this Supplementary Declaration; and

WHEREAS, Developer intends that the property described herein shall become subject to the DECLARATION OF COVENANTS AND RESTRICTIONS OF LONGMEAD CROSSING and also become subject to the provisions hereinafter set forth;

NOW THEREFORE, Developer hereby declares that all of the Properties described herein, together with such additions as may hereafter be made thereto as provided in Article II, shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens set forth in the DECLARATION OF COVENANTS AND RESTRICTIONS OF LONGMEAD CROSSING, dated the 27th day of December, 1983, and recorded in LIBER 6270 at Folio 725, among the Land Records of Montgomery County, Maryland, subject to the covenants, restrictions, easements, charges and liens set forth hereinafter. The Park Vista Manor Cluster shall be part of the Homecrest Neighborhood Service District.

ARTICLE I

CLUSTER DESIGNATION

The following described property is hereby designated as a Cluster of the Longmead Crossing Community Services

Association, Inc., hereinafter referred to as the "Association", and shall be known as Park Vista Manor Cluster:

(See Exhibit A)

ARTICLE II

PROPERTY SUBJECT TO THIS SUPPLEMENTARY DECLARATION

Section 1. Existing Property. The aforedescribed real property is, and shall be held, transferred, sold, conveyed and occupied subject to this Supplementary Declaration.

Section 2. Additions to Existing Property. All or any part of the Properties described in the Development Plan, or land which is contiguous thereto, may be added to this Cluster by the Developer, without the consent of the Owners, within five (5) years of the date of this instrument, by the filing of record of a Supplementary Declaration with respect to such land which designates it as part of the Cluster and by filing with the Association the plat and plans for such addition. For this purpose, contiguous shall mean adjacent to, or both sides of an area dedicated to public use.

ARTICLE III

CLUSTER ASSESSMENTS

Section 1. Purpose. Cluster Assessments shall be used exclusively for the purpose of providing services which are necessary or desirable for the health, safety, and welfare of the Members within the Cluster. Such services may include: maintenance and operation of any Cluster Common Area as described and designated in the Governing Documents, including maintenance of streets or roads constructed on the Cluster Common Area, providing services to the Living Units,

such as trash removal and setting aside reserves for working capital, future repair and replacement of capital improvements to be constructed or maintained through the Cluster Assessment, including those streets constructed on the Cluster Common Area. A contribution to working capital to be used for initial set-up, organizational and such other purposes as the Board of Trustees may determine may be assessed by the Association and levied at the settlement of the conveyance of Lots to any entity, other than a Builder, not to exceed $75.00 per Living Unit. Except as may be specifically provided for in the Declaration, or the Supplementary Declaration, it is not contemplated that the Association shall have any responsibility for the maintenance or repair of the dwellings or their appurtenances and the responsibility and duties of the Association for maintenance and repairs shall be limited to the Common Areas and community facilities, except as provided herein. The Owner of any Living Unit shall, at his own expense, maintain his Lot and dwelling, and any and all appurtenances thereto, in good order, condition and repair and in a clean, sightly and sanitary condition at all times.

Section 2. Basis of Assessment. The basis for the Cluster Assessment shall be the same as for the Annual General Assessment, as set forth in the Declaration.

Section 3. Maximum Cluster Assessment. Until the first day of the fiscal year following commencement of assessments in the Cluster, the maximum annual Cluster Assessment shall be ~~eight hundred thirty five~~ and no/100 Dollars ($ 835), per Living Unit.

Section 4. Change in Maximum. From and after the first

day of the fiscal year immediately following the commencement of Cluster Assessments in the Cluster:

(a) The Board of Trustees may increase the maximum each year by the greater of: (1) a factor of not more than ten percent (10%) of the maximum for the current fiscal year plus the amount by which any ad valorem real estate taxes and casualty and other insurance premiums payable by the Association with respect to the Cluster have increased over amounts payable for the same or similar items for the previous year; or (2) the percentage increase, if any, over the twelve (12) month period ending five (5) months prior to the start of the fiscal year, in the Consumer Price Index, or equivalent, as published by the U.S. Labor Department for the Metropolitan Washington Area; such increase shall become effective the first day of the next year.

(b) The maximum may be increased above the amount which can be set by the Board with the affirmative vote of at least two-thirds (2/3) of the votes of the membership of the Cluster in a meeting in which a Quorum of Owners who own lots in the Cluster is present.

Section 5. Method of Assessment. The assessments shall be levied by the Association against Assessable Units in the Cluster, and collected and disbursed by the Association. As provided in the Declaration, by a vote of at least two-thirds (2/3) of the Trustees, the Board shall fix the annual Cluster Assessment and the date(s) such assessments become due, with the advise of the Owners of Assessable Units in the Cluster. Written notice of the annual assessment shall be sent to every Owner of an Assessable Unit subject thereto.

ARTICLE IV

PRIVATE STREETS AND PARKING

The Association shall promulgate such rules and regulations as needed to regulate the use of any private streets and parking areas that may be constructed or authorized on Cluster Common Area for the benefit of all Owners, which rules and regulations may include, but are not limited to, assignment of parking spaces.

ARTICLE V

PROTECTIVE COVENANTS

Section 1. Completion of Structures. The exterior of any new structure and the grounds related thereto must be substantially completed in accordance with the plans and specifications approved by the Architectural Review Board within eighteen (18) months after construction of the same shall have commenced, except that said Board may grant extensions where such completion is impossible or is the result of matters beyond the control of the Owner or Builder, such as strikes, casualty losses, national emergencies or acts of God.

Section 2. Residential Use. All Lots and Living Units designated for residential use shall be used, improved and devoted exclusively to residential use, except home professions may be pursued if permitted by Montgomery County, Maryland. Nothing herein shall be deemed to prevent an Owner from leasing a Living Unit to a Single Family, provided such lease shall be in writing and subject to all of the provisions of the Governing Documents with any failure by a lessee to comply with the terms of the Governing Documents constituting a default under the lease.

Section 3. Vehicles. No portion of the property subjected hereto shall be used for the repair of motor vehicles. Use and storage of all vehicles and recreational equipment upon the Common Area and Lots or upon any street, public or private, adjacent thereto shall be subject to rules promulgated by the Board of Trustees as provided herein:

(a) All motor vehicles including, but not limited to, trail bikes, motorcycles, dune buggies and snowmobiles shall be driven only upon paved streets and parking lots. No motor vehicles shall be driven on pathways or Common Areas, except such vehicles as are authorized by the Association as needed to maintain, repair or improve the Common Area. This prohibition shall not apply to normal vehicular use of designated streets and lanes constructed on the Common Area.

(b) No motorcycle, trail bike, dune buggy, snowmobile, moped, commercial vehicle, junk vehicle, van, private truck (as defined in the Maryland Annotated Code, Transportation Article), trailer, camper, boat or recreational vehicle, whether or not licensed as a Class A motor vehicle, and no unregistered motor vehicle of any type shall be parked on any part of the property except on a temporary or non-recurring basis, or in garages or screened enclosures, or in areas designated by the Association for such parking. Provided, however, that the Book of Resolutions may provide specific exception to the above restrictions for certain types or classes of vehicles.

Section 4. Pets. Subject to limitations as may from time to time be set by the Association, no more than two (2) generally recognized house or yard pets in reasonable numbers, may be kept and maintained on a Lot or in a Living

Unit, provided such pets are not kept or maintained for commercial purposes. All pets must be kept under the control of their owner when they are outside of the Lot and must not become a nuisance to other residents.

Section 5. Clothes Drying Equipment. No external clothes lines or other clothes drying apparatus shall be permitted on any Lot, except as approved in writing by the Architectural Review Board.

Section 6. Antennae. Exterior television or other antennae are prohibited, except as approved in writing by the Architectural Review Board.

Section 7. Trash Receptacles. Storage, collection and disposal of trash shall be in compliance with rules set by the Architectural Review Board.

Section 8. Trash Burning. Trash, leaves and other similar material shall not be burned without the prior written consent of the Association.

Section 9. Signs. No signs of any type shall be displayed to public view on any Lot or the Common Area without the prior written consent of the Architectural Review Board, except customary name and address signs meeting established Architectural Review Board standards.

Section 10. Mailboxes and Newspaper Tubes. Only mailboxes and newspaper tubes meeting the design standards of the Association shall be permitted.

Section 11. Fences and Walls. No fence, wall, tree, hedge or shrub planting shall be erected or maintained in such a manner as to obstruct site lines for vehicular traffic. All fences or enclosures must be approved by the Architectural Review Board as to location, material and

design; provided, however, the type of fencing must conform to the restrictions imposed by this Section and the location of any fence must conform in all respects to the "Fence Plan" attached hereto and incorporated herein by reference as Exhibit "B". Any fence or wall built on any of the Lots shall be maintained in a proper manner so as not to detract from the value and desirability of surrounding property. Except for fences constructed by the Developer, any fence constructed upon a Lot shall be of a split rail variety and shall not extend beyond the front building line of the dwelling on the Lot upon which any such fence is erected. The Architectural Review Board shall have the right to require alternative placements of fencing and shall have the right to allow other variety of fences in its sole discretion. If alternative fencing is required by law in connection with the use and operation of an inground swimming pool, then the same may be permitted provided: (1) the material used is approved by the Architectural Review Board; and (2) no other reasonable alternative exists (such as an automatic pool cover) to comply with the law. The Architectural Review Board shall have the right to require such pool fencing to be limited to the perimeter of the pool. Notwithstanding anything contained herein to the contrary, Chain link and other metal fencing is specifically prohibited, except that green vinyl coated wire mesh fencing may be used in conjunction with an approved split rail fence.

Section 12. Nuisances. No noxious or offensive activity shall be carried on upon any portion of the property subject hereto, nor shall anything be done thereon that may be or become a nuisance or annoyance to the Cluster.

Section 13. Lighting. No exterior lighting shall be directed outside the boundaries of a Lot.

Section 14. Vegetation. No live trees with a diameter in excess of four inches (4"), measured twelve inches (12") above ground, nor trees in excess of two inches (2") in diameter, similarly measured, which are generally known as Flowering trees (such as dogwood or redbud) or as broad leaf evergreens (such as holly, laurel or rhododendron), may be cut without prior approval of the Architectural Review Board. The Association shall set rules for cutting of trees to allow for selective clearing or cutting.

Section 15. Rules. From time to time the Board of Trustees shall adopt rules, including but not limited to, rules to implement the provisions of this Article and such rules as are required herein. Such rules may be adopted or amended by a majority vote of the Board of Trustees, following a public hearing for which due notice has been provided to Members. All such rules and any subsequent amendments thereto shall be placed in the Book of Resolutions and shall be binding on all Members, except where expressly provided otherwise in such rules.

Section 16. Exceptions. The Board of Trustees may issue temporary permits to except any prohibitions expressed or implied by this Article, provided the Board can show good cause and acts in accordance with adopted guidelines and procedures.

So long as LONGMEAD CROSSING LIMITED PARTNERSHIP, PULTE HOME CORPORATION or a Builder are engaged in developing or improving any portion of the Properties, such persons or

entities shall be exempt from the provisions of this Article affecting movement and storage of building materials, equipment, and motor vehicles, erection and maintenance of directional and promotional signs and conduct of sales activities, including maintenance of model Living Units having approval of the Architectural Review Board. Such exemption shall be subject to such rules as may be established by the Developer to maintain reasonable standards of safety, cleanliness and general appearance of the Properties.

ARTICLE VI

CLUSTER COMMON AREA

The following property is hereby designated as Cluster Common Area, as defined in Article I, Section 9 of the Declaration, for the benefit of Park Vista Manor Cluster:

(See Exhibit C)

ARTICLE VII

GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of the Supplementary Declaration shall run with and bind the land for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of twenty-five (25) years, unless at the expiration of any such period the covenants and restrictions are expressly terminated by an instrument signed by the Owners of at least seventy-five percent (75%) of the Lots in Park Vista Manor Cluster. A termination must be recorded among the Land Records of Montgomery County, Maryland to become effective.

Section 2. Amendment. This Supplementary Declaration may be amended at any time by an instrument signed by the Class C Member, if any, and by the Owners of at least seventy-five percent (75%) of the Lots in Park Vista Manor Cluster, provided however, that the Developer shall not amend or remove this Declaration without the consent of Longmead Crossing Community Services Association, Inc. and an Owner, other than Developer, of at least one (1) Lot in Park Vista Manor Cluster. Any amendment must be recorded among the Land Records of Montgomery County, Maryland to become effective.

As long as the Class C membership exists, amendment of this Supplementary Declaration requires the approval of the Federal Mortgage Agencies, should they have an interest in the Properties in Park Vista Manor Cluster. Nothing herein shall modify the provision of the Declaration with respect hereto.

Section 3. Construction and Enforcement. The provisions hereof shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of the Park Vista Manor Cluster and the community of Longmead Crossing. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain, enjoin violation or to recover damages, or both, against any Lot to enforce the lien created hereby; and the failure or forebearance by the association or the Owner of any Lot to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so

thereafter, nor shall any such failure be the basis for claim for damages or otherwise against the Developer, its successors and assigns. Furthermore, in the event of claim or demand against the Developer for such failure, the Association shall indemnify and hold the Developer harmless from any expenses, including reasonable attorneys' fees for its defense.

The provisions hereof may be enforced, without limitation, by the Association, by any Owner within Park Vista Manor Cluster, or any mortgagee of any Lot which becomes subject to the provisions hereof, and by any other person, firm, corporation or other legal entity who has any right to the use of any of the Common Area and community facilities owned by the Association, including, against without limitation, any person, firm, corporation or other legal entity who has any right to the use of any of the streets or roadways owned by the Association.

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 cannot be adequately remedied by action of law or exclusively by recovery of damages.

Section 4. 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 5. Consent of The Maryland-National Capital Park and Planning Commission. 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 The Maryland-National Capital Park and Planning Commission:

(a) abandon, partition, subdivide, encumber, sell or transfer any of the common areas and 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

(b) abandon or terminate this Declaration; or

(c) modify or amend any material or substantive provision of this Declaration or the By-Laws of the Association.

(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 as provided in the 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 6. Terms and Definitions. The terms used herein shall have the same meaning and definition as set forth in the DECLARATION AND COVENANTS AND RESTRICTIONS OF LONGMEAD CROSSING. The captions contained herein are for convenience only and are not a part of this Supplementary Declaration and are not intended in any way to limit or enlarge the terms and provisions of this Supplementary

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Declaration. Whenever the context so requires, the male shall include all genders and the singular shall include the plural.

Section 7. Contravention. Nothing contained herein shall be construed as altering, amending or vacating the provisions of the Code of Montgomery County, Maryland, which shall have full force and effect on all property subject to this Supplementary Declaration.

IN WITNESS WHEREOF, LONGMEAD CROSSING LIMITED PARTNERSHIP has caused this Supplementary Declaration of Covenants and Restrictions to be signed in its corporate name by POTOMAC INVESTMENT ASSOCIATES LIMITED PARTNERSHIP, its General Partner and does hereby acknowledge and deliver these presents as its act and deed.

IN WITNESS WHEREOF, the said Pulte Home Corporation, a corporation organized and existing under the laws of the State of Michigan has, on the day and year first above written caused these presents to be executed in its corporate name by Charles S. Hockensmith, its President, Potomac Operation, Maryland Division, and does hereby appoint the said Charles S. Hockensmith as its true and lawful attorney-in-fact to acknowledge and deliver these presents as its act and deed.

PULTE HOME CORPORATION

By: _____
Charles S. Hockensmith, President and
Attorney-in-Fact
Potomac Operation
Maryland Division

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LONGMEAD CROSSING LIMITED PARTNERSHIP

By: POTOMAC INVESTMENT ASSOCIATES
LIMITED PARTNERSHIP

ATTEST:

H. Charles Barbot

By: A. M. Natelli

Anthony M. Natelli
General Partner

STATE OF MARYLAND :
: SS:
COUNTY OF MONTGOMERY :

On this 24th day of May, 1993, before me, a Notary Public, appeared A. M. Natelli who acknowledged himself to be the person named as a General Partner of Potomac Investment Associates Limited Partnership, which partnership is a general partner of Longmead Crossing Limited Partnership and acknowledged the same to be the act and deed of Longmead Crossing Limited Partnership, and that he executed the same for the purposes contained therein.

Louis A. Kelly
Notary Public

My Commission Expires:
9-13-93

STATE OF MARYLAND)
)SS:
COUNTY OF MONTGOMERY

I HEREBY CERTIFY that on this 24th day of May, 1993, before me, the subscriber, a Notary Public in and for the State aforesaid and County of Howard, personally appeared CHARLES S. HOCKENSMITH, who acknowledged himself to be the person named as President, Potomac Operation, Maryland Division, and attorney-in-fact in the foregoing Declaration, and by virtue of the authority vested in him by said instrument, acknowledged the same to be the act and deed of Pulte Home Corporation, and that he executed the same for the purposes contained therein.

WITNESS my hand and notarial seal the day and year first above written.

Charles F. Turner
Notary Public

NOTARY PUBLIC
CHARLES F. TURNER
HOWARD CO., MD

My commission expires:
9-11-94

THIS IS TO CERTIFY that the within instrument was prepared by or under the supervision of the undersigned, an attorney duly admitted to practice before the Court of Appeals of Maryland.

Douglas J. Van Hook

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EXHIBIT "A"

Lots numbered One Hundred Seventy-six (176) through and including One Hundred Eighty-two (182) and Parcel lettered "A"* in Block lettered "M" in the subdivision known as "LONGMEAD" as per plat recorded in Plat Book 161 at Plat No. 18277, among the Land Records of Montgomery County, Maryland, AND

Lots numbered One Hundred Twenty-nine (129) through and including One Hundred Forty-six (146) and Lots numbered One Hundred Fifty (150) through and including One Hundred Sixty-one (161) and Parcel lettered "I" in Block lettered "M" in the subdivision known as "LONGMEAD" as per plat recorded in Plat Book 167 at Plat No. 18796, among the Land Records of Montgomery County, Maryland, AND

Lots numbered One Hundred Twenty-two (122) through and including One Hundred Twenty-eight (128) and Lots numbered One Hundred Forty-seven (147) through and including One Hundred Forty-nine (149) and Parcel lettered "H" in Block lettered "M" in the subdivision known as "LONGMEAD" as per plat recorded in Plat Book 167 at Plat No. 18795, among the Land Records of Montgomery County, Maryland, AND ALSO

Lots numbered One Hundred Sixty-two (162) through and including One Hundred Seventy-five (175) and Lot numbered Three Hundred Twenty-one (321) and Parcel lettered "J" in Block lettered "M" in the subdivision known as "LONGMEAD" as per plat recorded in Plat Book 167 at Plat No. 18798, among the Land Records of Montgomery County, Maryland.

*Please note that Parcel A (M) Longmead is also a part of the Park Vista Cluster.

Parcel ID Nos.

Lot 122	2988350
123	361
124	372
125	383
126	394
127	406
128	417
129	463
130	474
131	485
132	496
133	508
134	510
135	521
136	532
137	543
138	554
139	565
140	576
141	587
142	598
143	601
144	612
145	623
146	645
147	428
148	430
149	441
150	634
151	656
152	667
153	678
154	680
155	691
156	703
157	714
Lot 158	2988725
159	736
160	747
161	758
162	782
163	793
164	805
165	816
166	827
167	838
168	840
169	851
170	862
171	873
172	884
173	895
174	907
175	918
176	2929065
177	076
178	087
179	098
180	101
181	112
182	123
321	2988920
Parcel A	#2929054
Parcel H	#2988452
Parcel I	#2988760
Parcel J	#2988771

Title Insurer: N/A

Return to: Fenton Title Company
8485 Fenton Street
Suite 300
Silver Spring, MD 20910

EXHIBIT "B" 11410.350 B-1

(consisting of "B-1" and "B-2")

LONGMEAD CROSSING
Dowdeswell & Davis
FENCE PLAN
LEGEND
NEW OWNER ADDED FENCE LOCATION
EXISTING FENCE LOCATION
Derby Home Owners Association
Derby Home Owners Association
Derby Home Owners Association

LIBER 11410 FOLIO 102

EXHIBIT "C"

Parcel lettered "A"* in Block lettered "H" in the subdivision known as "LONGMEAD" as per plat recorded in Plat Book 161 at Plat No. 18277, among the Land Records of Montgomery County, Maryland, AND

Parcel lettered "I" in Block lettered "H" in the subdivision known as "LONGMEAD" as per plat recorded in Plat Book 167 at Plat No. 18796, among the Land Records of Montgomery County, Maryland, AND

Parcel lettered "H" in Block lettered "H" in the subdivision known as "LONGMEAD" as per plat recorded in Plat Book 167 at Plat No. 18795, among the Land Records of Montgomery County, Maryland, AND ALSO

Parcel lettered "J" in Block lettered "H" in the subdivision known as "LONGMEAD" as per plat recorded in Plat Book 167 at Plat No. 18798, among the Land Records of Montgomery County, Maryland.

*Please note that this parcel (Parcel A "H") is also a part of the Park Vista Cluster