8/27/69 Mailed To: Robert E. Dady, 7411 Riggs Rd., Hyattsville, Md. 20783

LIBER 823 PAGE 330

DECLARATION OF COVENANTS, RESTRICTIONS,
EASEMENTS, CHARGES AND LIENS

22969

THIS DECLARATION, made this 1st day of April , 1969, by LEVITT AND SONS, INCORPORATED, a Delaware corporation, hereinafter referred to as "Developer".

W I T N E S S E T H :

WHEREAS, Developer is the owner of the real property referred to in Article II and described in Exhibit "A" of this Declaration, and desires to develop thereon a residential community together with common lands and facilities for recreational purposes for the benefit of such community; and

WHEREAS, Developer desires to provide for the preservation of the values and amenities in said community and for the maintenance of said common lands and facilities; and, to this end, desires to subject the real property referred to in Article II and described in Exhibit "A" 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, Developer has deemed it desirable, for the efficient preservation of the values and amenities in said community to create an agency to which will be delegated and assigned the powers of maintaining and administering and enforcing the covenants and restrictions and levying, collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Developer has incorporated or intends to incorporate under the laws of the State of Maryland, a non-profit corporation for the purpose of exercising the functions aforesaid, which is hereinafter called the "Association".

NOW, THEREFORE, the Developer declares that the real property referred to in Article II hereof and more particularly described in Exhibit "A" attached hereto and forming a part hereof, is and shall be held, transferred, sold, conveyed and occupied subject to (a) the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth and (b) the easements referred to in Section 15, Article VIII hereof which are reserved to the Developer, its successors and assigns, and which shall be perpetual in duration and run with and bind forever the land and the owner thereof, itself, himself, themselves and their heirs, successors and assigns.

ARTICLE I

DEFINITIONS

Section 1. The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Association" shall mean and refer to the Association, its successors and assigns, incorporated or to be incorporated for the purposes set forth in these covenants.

(b) "The Properties" shall mean and refer to all properties, both Lots and Common Areas, as are subject to this Declaration, and which are described in Exhibit "A", attached hereto and forming a part hereof.

(c) "Common Areas" shall mean and refer to those areas of land shown on the recorded subdivision plats of The Properties and described in Exhibit "B" attached hereto and forming a part hereof. Said areas are intended to be devoted to the common use and enjoyment of the members of the Association as herein defined, and are not dedicated for use by the general public.

(d) "Lot" shall mean and refer to any plot of land intended and subdivided for residential use, shown upon one of the recorded subdivision maps of The Properties, but shall not include the Common Areas as herein defined.

(e) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot but shall not mean or refer to any mortgagee or subsequent holder of a mortgage, unless and until such mortgagee or holder has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

(f) "Party Wall" shall mean and refer to the entire wall, all or a portion of which is used for support of each adjoining property, situate, or intended to be situate, on the boundary line between adjoining properties.

(g) "Party Fence" shall mean and refer to a fence situate, or intended to be situate, on the boundary line between adjoining properties.

(h) "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article III, Section 1, hereof.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION: ADDITIONS THERETO

Section 1. Additions to The Properties by the Association. Annexation of additional property shall require the assent of two-thirds of the Class A Members and two-thirds of the Class B Members, if any, at a meeting duly called for the purpose, written notice of which shall be sent to all Members not less than thirty days nor more than sixty days in advance of the meeting setting forth the purpose of the meeting. The presence of Members or of proxies entitled to cast sixty per cent of the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth above, and the required quorum at such subsequent meeting shall be one-half of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than sixty days following the preceding meeting. In the event that two-thirds of the Class A membership or two-thirds of the Class B membership are not present in person or by proxy, Members not present may give their written assent to the action taken thereat.

Section 2. Additions to The Properties by Developer. If the Developer, its successors and assigns, should develop additional lands within the area set forth on a certain map of Rumsey Island, Election District No. 1, Harford County, Maryland, DWG. No. 426602-S, attached hereto as Exhibit "C", such additional lands may be annexed to The Properties without the assent of the Class A Members; provided, however, that the development of the additional lands described in this section shall be in accordance with a general plan submitted to the Federal Housing Administration and the Veterans Administration, if applicable, with the processing papers for the first section. Detailed plans for the development of additional lands must be submitted to the FHA and VA, if applicable, prior to such development. If FHA and VA, if applicable, determine that such detailed plans are not in accordance with the general plan on file and so advise the Association and the Developer, the development of additional lands must have the assent of two-thirds of the Class A Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty days nor more than sixty days in advance of the meeting, setting forth the purpose of the meeting. At this meeting the presence of Members or of proxies entitled to cast sixty per cent of all the votes of the Class A membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called subject to the notice requirement set forth above and the required quorum at a subsequent meeting shall be one-half of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty days following the preceding meeting.

Section 3. Mergers. Upon a merger or consolidation of the Association with another association as provided in its Certificate of Incorporation, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association, or, alternatively, the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within The Properties together with covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change, or addition to the covenants established by this Declaration within The Properties except as hereinafter provided.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person who is a record Owner (as defined in Article I) of any Lot which is subjected by this Declaration to assessment by the Association shall be a Member of the Association.

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

Class A — Class A Members shall be all Owners excepting the Developer and excepting any other person or entity which acquires title to all or a substantial portion of The Properties for the purpose of developing thereon a residential community. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Section 1 of this Article III. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

Class B The Class B Member shall be the Developer, its successors and assigns. The Class B member shall be entitled to five votes for each Lot which it holds the interest required for membership by Article V or 145 votes, whichever is greater, provided that upon the happening of either of the following events, whichever first occurs, the Class B membership shall cease and be converted to Class A membership:

(a) when the total votes outstanding in the Class A membership equal 145, or

(b) on July 1, 1972.

When a purchaser of an individual Lot takes title thereto from the Developer, he becomes a Class A Member and the membership of the Developer with respect to such Lot shall cease.

ARTICLE IV

PROPERTY RIGHTS IN THE COMMON AREAS

Section 1. Members' Easements of Enjoyment. Subject to the provisions of Section 3 of this Article IV, every Member shall have a right and easement of enjoyment in and to the Common Areas and such easement shall be appurtenant to and shall pass with the title to every Lot.

Section 2. Title to Common Areas. The Developer hereby covenants for itself, its heirs and assigns, that prior to the conveyance of the first Lot it will convey by Special Warranty Deed fee title to the Common Areas to the Association free and clear of all encumbrances and liens, except those created by or pursuant to this Declaration, subject, however, to the following covenant which shall be deemed to run with the land and shall be binding upon the Association, its successors and assigns.

In order to preserve and enhance the property values and amenities of the community, the Common Areas and all facilities now or hereafter built or installed thereon shall at all times be maintained in good repair and condition and shall be operated in accordance with high standards.

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

(a) the rights of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Common Areas and in aid thereof to mortgage said properties and the rights of such mortgagee in said properties shall be subordinate to the rights of the Owners hereunder;

(b) the right of the Association to take such steps as are reasonably necessary to protect the above-described properties against forclosure;

(c) the right of the Association, as provided in its Articles and Bylaws, to suspend the enjoyment rights of any Member for any period during which any assessment remains unpaid, and for any period not to exceed thirty days for any infraction of its published rules and regulations;

(d) the right of the Association to charge reasonable admission and other fees for the use of the Common Areas;

(e) the right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such dedication or transfer, determination as to the purposes or as to the conditions thereof, shall be effective unless an instrument signed by Members entitled to cast two-thirds of the votes of the Class A membership and two-thirds of the votes of the Class B membership, if any, has been recorded, agreeing to such dedication, transfer, purpose or condition, and unless written notice of the action is sent to every Member at least sixty days in advance of any action taken;

(f) the right of the Developer, and of the Association, to grant and reserve easements and rights-of-way through under, over and across the Common Areas, for the installation, maintenance and inspection of lines and appurtenances for public or private water, sewer, drainage, fuel oil and other utilities.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Developer, for each Lot owned by it within The Properties, hereby covenants and each subsequent Owner of any such Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, (2) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as are hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as are hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Section 2. Purpose of Assessment. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in The Properties and in particular for the improvement and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Areas, including, but not limited to, front lawn care for Lots, the payment of taxes and insurance thereon and repair, replacement, and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof and if approved by the membership as per the provisions below, maintenance of bulkheads and waterways.

Section 3. Basis and Maximum of Annual Assessments. Commencing with the conveyance of the first Lot to an Owner and until January 1 of the year immediately following such conveyance, the annual assessment (which must be fixed at a uniform rate for all Lots*) shall be at the rate of Sixty

*This provision is not intended to disallow a uniform rate for all interior lots and a different rate for identical waterfront lots.

Dollars ($60.00) per Lot payable monthly. From and after January 1, 1970, the annual assessment may be increased as hereinafter provided for the next succeeding three years and at the end of each such period of three years for each succeeding three years.

The Board of Directors of the Association may, after consideration of current maintenance costs and future needs of the Association, fix the actual assessment for any year at a lesser amount, provided that it shall be an affirmative obligation of the Association and its Board of Directors, to fix such assessments at an amount sufficient to maintain and operate the Common Areas and facilities.

The Developer shall be exempt from the payment of any annual assessment or charge with respect to any Lots owned by it unless tha annual assessments levied upon the Owners of all other Lots shall be insufficient in the aggregate to cover the actual cost of maintaining all Lots and Common Areas to the extent imposed upon the Association in this Declaration. In case of any such insufficiency, the Developer shall be responsible for the payment of same, not to exceed the total annual assessments and charges it would otherwise be required to pay if this exemption did not exist.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section 3 of this Article V, the Association may levy in any assessment year a special assessment (which must be fixed at a uniform rate for all Lots) applicable to that year only, in an amount no higher than the maximum annual assessment then permitted to be levied hereunder, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Areas, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty days nor more than sixty days in advance of the meeting setting forth the purpose of the meeting.

Section 5. Change in Maximum of Annual Assessments. The Board of Directors of the Association may prospectively increase the maximum of the annual assessments (fixed by Section 3 hereof) to Seventy-two Dollars ($72.00) per Lot.

The Association may prospectively increase the maximum of the assessments above such amount, provided that any such change shall have the assent of two-thirds of the votes of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty days nor more than sixty days in advance of the meeting setting forth the purpose of the meeting.

Section 6. Quorum for any Action Authorized Under Sections 4 and 5. The quorum required for any action authorized by Sections 4 and 5 of this Article V, shall be as follows:

> At the first meeting called, as provided in Sections 4 and 5 of this Article V, the presence at the meeting of Members or of proxies, entitled to cast sixty per cent of all the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Sections 4 and 5, and the required quorum at such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that such subsequent meeting shall not be held more than sixty days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence on the first day of the month following the conveyance of the first Lot from the Developer to an Owner and shall be due and payable in advance on the first day of each calendar month.

At the time of acquiring title to a Lot from the Developer, each Owner acquiring such title shall deposit with the Association an amount equal to one-fourth of the annual assessment at the time then in effect to provide for the initial costs of maintaining the Association. The aforementioned payment shall not in any way be considered a prepayment of the annual assessment fee.

The due date of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment.

Section 8. Duties of the Board of Directors. In the event of any change in the annual assessments as set forth herein, the Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Lot for each assessment period at least thirty days in advance of such date or period and shall, at that time, prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner.

Written notice of the assessment shall thereupon be sent to every Owner subject thereto.

The Association shall, upon demand at any time, furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be prima facie evidence of payment of any assessment threin stated to have been paid.

Section 9. Effect on Non-Payment of Assessment. The Personal Obligation of the Owner: The Lien; Remedies of Association. If any assessment is not paid on the date when due (being the dates specified in Section 7 hereof), then such assessment shall be deemed delinquent and shall, together with such interest thereon and cost of collection thereof as are hereinafter provided, continue as a lien on the Lot which shall bind such Lot in the hands of the then Owner, his heirs, devisees, personal representatives, successors and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of six per cent per annum and the Association may bring legal action against the Owner personally obligated to pay the same or may enforce or foreclose the lien against the property; and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon The Properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

Section 11. Exempt Property. The following properties subject to this Declaration shall be exempted from the assessments, charge and lien created herein: (a) all properties dedicated to and accepted by a governmental body, agency or authority, and devoted to public use; (b) all Common Areas as defined in Article I, Section 1, hereof. Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

ARTICLE VI

PARTY WALLS OR PARTY FENCES

Section 1. General Rules of Law to Apply. 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 to each party wall or party fence which is built as part of the original construction of the homes upon The Properties and any replacement thereof.

In the event that any portion of any structure, as originally constructed by the Developer, including any party wall or fence, shall protrude over an adjoining lot, such structure, party wall or fence shall not be deemed to be an encroachment upon the adjoining lot or lots, and Owners shall neither maintain any action for the removal of a party wall or fence or projection, nor any action for damages. In the event there is a protrusion as described in the immediately preceding sentence, it shall be deemed that said Owners have granted perpetual easements to the adjoining Owner or Owners for continuing maintenance and use of the projection, party wall or fence. The foregoing shall also apply to any replacements of any structures, party walls or fences if same are constructed in conformance with the original structure, party wall or fence constructed by the Developer. The foregoing conditions shall be perpetual in duration and shall not be subject to amendment of these covenants and restrictions.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall or party fence shall be shared equally by the Owners who make use of the wall or fence in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall or party fence is destroyed or damaged by fire or other casualty, any Owner who has used the wall or fence may restore it, and if the other Owners thereafter make use of the wall or fence, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. 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. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall or party fence, 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 and be binding upon the parties.

ARTICLE VII

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected, or maintained upon The Properties, nor shall any exterior addition to or change or alteration thereto be made until the plans and specifications showing the nature, kind, shape, height, materials, and locations of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VIII

USE OF PROPERTY

Section 1. Uses and Structures. No Lot shall be used except for residential purposes and the Developer's construction, sales office, sales office parking or model homes during the construction and sales period. No building shall be erected, altered, placed, or permitted to remain on any Lot other than one attached single-family dwelling not exceeding two and one-half stories in height. No detached garage, carport or accessory building may be erected. An attached addition to the dwelling may be erected only on condition that it shall not project (a) beyond the front wall of the dwelling or structure as originally erected by the Developer, (b) more than ten feet beyond the rear wall of the dwelling or structure as originally erected by the Developer, and (c) that it any any breezeway or other structure connecting it with the dwelling shall conform in architecture, material and color to the dwelling, and upon the further conditions set forth in Section 2 hereof. No dwelling or any part thereof shall be used for any purpose except as a private dwelling for one family, nor shall any business of any kind be conducted therein. No motor vehicle other than a private passenger type shall be garaged or stored in any garage or carport, on any Lot, parking compound or regularly parked in residential areas. No business or trade of any kind or noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No boat in excess of twenty (20) feet in length, tent, shack or other such structure shall be located, erected or used on any Lot, temporarily or permanently. Boats of less than twenty (20) feet in length shall be placed only on the portion of the Lot abutting the waterway or in the rear yard or enclosed garage.

Section 2. Alterations and Additions. No building, structures, dwelling, garage, carport or breezeway shall be erected nor shall any alteration or addition to or repainting of the exterior thereof be made unless it shall conform in architecture, material and color to the dwelling as originally constructed by the Developer. No patio or other type platform or structures may be constructed in the rear garden area without the consent of the Developer or Architectural Control Committee established by the Developer.

Section 3. Cost and Size of Dwelling. No dwelling shall be erected on any Lot at a cost of less than Ten Thousand Dollars ($10,000) based upon cost levels prevailing on the date this Declaration is recorded, it being the intention and purpose of this covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same as or better than that which can be produced on the date this Declaration is recorded at the minimum cost stated therein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches, garages and carports, shall be not less than one thousand-eighty square feet for a one-story dwelling, nor less than six hundred square feet for a dwelling of more than one story.

Section 4. Setbacks. No building or structure shall be located nearer than ten feet to the front and rear lot lines and for Lots abutting the waterways, no building or structure shall be located nearer than twenty-five feet to the bulkhead. There is no minimum setback requirement for side yards on Lots abutting on two or more intersecting streets. ("corner lots")

Section 5. Lot Width and Area. No dwelling shall be erected or placed on any Lot having a width of less than sixteen feet minimum nor shall any dwelling be erected or placed on any Lot having an area of less than twelve hundred square feet.

Section 6. Signs. No sign of any kind shall be displayed to the public view on any dwelling or Lot except a one-family name or professional sign of not more than two hundred and forty square inches, or one temporary sign of not more than five square feet, advertising the property for sale or rent. No such sign shall be illuminated except by non-flashing white light emanating from within or on the sign itself and shielded from direct view. The foregoing to the contrary notwithstanding, the Developer may maintain on The Properties, temporary signs advertising the houses for sale during the period it maintains a sales office.

Section 7. Drilling and Mining. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral escavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

Section 8. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept in any dwelling or on any Lot, except that dogs, cats or other domesticated household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose and provided that not more than two pets in the aggregate may be kept in any such dwelling or Lot.

Section 9. Garbage and Rubbish. Garbage and rubbish shall not be dumped or allowed to remain on any Lot. If contained in a closed metal receptacle it may be placed outside the dwelling for collection in accordance with the regulations of the collecting agency and the Association.

Section 10. Fences. An ornamental corner fence of not more than two sides, no one side of which is longer than ten feet or higher than three feet is permitted on each corner Lot. With the exception of said ornamental corner fences, fabricated fences are prohibited on any part of the Lot, except for those fences to be built by or on behalf of the Developer in the rear yard. The position of original installation of said fences shall not be changed, and the Owner of the Lot shall maintain said fences intact and shall not remove any part thereof or add to the same. If all or any part of said fences are damaged or destroyed, the Owner of the Lot shall forthwith replace or repair the same in the same style and manner as originally erected by the Developer. Repairs to or reconstruction of damaged or destroyed party fences shall be governed by the provisions of Article VI of this Declaration.

Section 11. Laundry Lines. Laundry poles and lines outside of houses are prohibited except that one portable laundry dryer, not more than seven feet high, may be used in the rear yard of each dwelling on days other than Sundays and legal holidays; and such dryer shall be removed from the outside when not in actual use.

Section 12. Lawn Mowing. Rear yard lawns in the area between the rear-most wall of the dwelling as originally erected by the Developer and any fence that is erected on the Lot shall be mowed and weeds removed and front lawn adequately watered at least once a week between April 15th and November 15th of each year.

Section 13. Antennae. No radio, television or similar tower shall be erected on any Lot or attached to the exterior of any dwelling.

Section 14. Protective Screening.

(a) Protective screening areas are established as follows:

The planting shall be maintained throughout the entire length of each such screening area by the Association at its expense, so as to form an effective screen for the protection of the residential area. No building or structure shall be placed or permitted over such area, other than for the purpose of installing, maintaining or utilizing the easements referred to in Section 15.

(b) Wherever in any such screening area, on any Lot, the Developer has planted or may hereafter plant screening material, the Association shall maintain such material intact and shall not remove any part thereof or add to the same. If any of such planting dies or is destroyed, the Association shall forthwith replace the same kind and size, or evergreen plants of the same size.

Section 15. Easements.

(a) Perpetual easements for the installation, construction, reconstruction, maintenance, repair, operation and inspection of sewer, water, gas and drainage facilities, and bulkheads and waterways for the benefit of the adjoining land owners and/or the Developer, authority, commission, municipality or other agency ultimately operating such facilities, are reserved as shown on the subdivision maps described in Exhibit "A" attached hereto and over the rear five (5) feet of each Lot. However, the easement for bulkheads shall extend over the rear twenty-five (25) feet of each lot abutting the bulkhead, riprap or waters edge, as the case may be. No building, fences or structures shall be erected nor any paving laid within the easement areas occupied by such facilities. No trees or shrubs shall be planted in the easement areas and no excavation or filling shall be done in the easement areas without the written consent of the Developer, authority, commission, municipality or other agency supplying sewer, water, gas and/or drainage facilities for said subdivision.

(b) Perpetual easement over the front yard of each Lot for the purpose of maintaining lawns, trees or shrubs planted thereon.

(c) The Developer, its successors and assigns, shall at all times have the right of ingress and egress over said easements and a right-of-way for the purpose of installing, constructing, reconstructing, maintaining, repairing, operating and inspecting any sewer, gas, water and/or drainage facilities within said easement and right-of-way areas, along the lines designated for such purpose on said subdivision plat and shall also have a right-of-way in general in and over each Lot for access to such easement areas and the sewer, gas, water and/or drainage facilities located therein and for installing, operating, maintaining, repairing, inspecting and reading any meters appurtenant to such facilities. The Developer, its successors and assigns, and any

party for whose benefit the within stated provisions concerning sewer, water, gas and drainage easements are made shall have the right to do whatever may be requisite for the enjoyment of the rights herein granted, including the right of clearing said easement areas of timber, trees or shrubs, or any building, fence, structure or paving erected on or laid within the easement areas, and no charge, claim or demand may be made against such parties for any or all activities in the exercise of their rights herein granted. The provisions of the within Declaration concerning violations, enforcement and severability are hereby made a part of these provisions for perpetual sewer, water, gas and drainage easements; and notwithstanding any change which may be made with respect to any other provision of the within Declaration, the aforesaid provisions incorporated in these provisions shall be perpetual and run with and bind the land forever.

(d) Perpetual easements and rights-of-way are also reserved in general in and over each lot for the installation, construction, reconstruction, maintenance, repair operation and inspection of electric, gas and telephone facilities and for reading any meters appurtenant thereto.

(e) Perpetual easements for the installation, construction, reconstruction, maintenance, repair, operation and inspection of sewer, water, gas and drainage facilities for the benefit of the Developer, Association, authority, commission, municipality or other agency ultimately operating such facilities are reserved across all Common Areas.

(f) Developer shall reserve the right to enter upon the aforesaid lots for the purpose of regrading or otherwise altering the slopes and surfaces of said lots so as to improve drainage, in the event that Developer in its sole discretion deems such action necessary.

The aforesaid perpetual easement areas shall be maintained by the Association and no building, fence or structure shall be erected in or over same without the consent of the Developer.

ARTICLE X

WATERFRONT

Section 1. Provisions for Preservation and Protection of Shores and Channels. The Owner of any land (a) within the portion of any Lot within twenty-five (25) feet of any bulkhead line or within twenty-five (25) feet of the mean high water line, and (b) within the area or face of any slope of 20 degrees incline or more, the foot of which lies within twenty-five (25) feet of any bulkhead line or within twenty-five (25) feet of any mean high water line, shall

(a) At his expense maintain in good condition, order and repair, in accordance with such reasonable standards as the Architectural Control Committee may establish, all bulkheads, land grades, shore stabilizers or treatment earth works, sod, planting, bank protection, lawn or other soil cover as originally constructed by the Developer.

(b) Not plant, or permit to be planted, any trees, shrubs, or other plants or vegetation of any kind, nor

install nor permit to be installed, any fence or any ground cover unless such owner shall have first obtained the written approval of the Architectural Control Committee as to the height, type, location and other features of such proposed planting and/or installation.

(c) Not dump or place nor permit to be dumped or placed, any earth, stone or any solid material or waste of any kind in any waterway, nor shall he remove, nor permit to be removed, from any waterway any earth, sand or other fill material, if such removal would be detrimental to other Owners.

(d) Not damage, destroy, break, tunnel under, tamper with, alter, modify or change in any manner or degree any bulkhead, deadman anchor, bulkhead cap, riprap or other shore treatment, preservative or installation.

(e) Not attach or affix, or moor or dock, nor permit to be attached or affixed or moored or docked, to any bulkhead or bulkhead cap any cleat, pole, butt or other device or attachment of any kind or any boats, without the prior written consent of the Architectural Control Committee.

Section 2. Architectural Control of Marine Improvements. In addition to the restrictions, reservations and provisions hereinelsewhere provided, as between said Developer and any party or parties who hereafter may acquire title to any lot or property in the Tract fronting on any waterway, Developer does hereby specifically reserve, and unless otherwise specifically provided in any future deeds or conveyances, Developer shall be understood to reserve, all riparian and property rights r e q u i s ite and appropriate to enforce the restrictions and declarations herein set forth. No dock, boat mooring, piling mooring buoy, floating dock, pier, anchored device or any object or structure of any nature or description shall be placed or permitted to exist in any waterway, or beyond the facing of any bulkhead, or beyond the mean high water line of any shore, unless:

(a) It shall be entirely within the pierhead line, if any, now or hereafter established by the Developer and shall not extend beyond such line.

(b) No portion of any decking shall be above the bulkhead cap elevation.

(c) The supporting structural members of all piers shall consist only of steel, aluminum or concrete or provided same is approved by the Architectural Control Committee in writing, creosote or equivalently treated timber pile. Wood, provided it has been weather proofed by creosote or equivalent treatment, may be used or pier decking and for free standing mooring piles, but not otherwise, for structures which are the subject of this Section 2.

(d) No docks or piers shall exceed 6 feet in width at the bulkhead attachment and all docks and piers appurtenant to lots having a frontage of 45 feet or less at the waterline shall provide for boat mooring perpendicular to the waterline and not parallel thereto.

(e) Unless the Architectural Control Committee shall consent in writing, the Owner of any Lot shall build a pier,

if otherwise permitted hereunder, only perpendicular to the shore line and positioned so that the center line of such pier shall be at the center of the waterfront line of such Lot. The foregoing to the contrary in this Declaration and the subdivision maps described in Exhibit "A" hereto notwithstanding the pier lines for certain Lots shall be as described on the drawings attached hereto collectively as Exhibit "D".

(f) For the purpose of allowing the maximum utilization of the shoreline and navigable waterways for the enjoyment of all Owners, and so as not to allow any property Owner to infringe upon the use of said shoreline and waterways by any adjoining property Owners, the Company and/or the Architectural Control Committee hereby reserves the right to examine and approve all plans for piers and docks to be constructed herein. In conjunction therewith, any and all lot owners shall submit said plans in substantial conformity with the above restrictions to the Architectural Control Committee, and shall construct any dock or pier only with the prior written approval by the Architectural Control Committee of said plans.

Section 3. Mooring and Storage of Watercraft. No vessel (including, but not by way of limitation, any boat, yacht, ship or other floating conveyance) shall be moored or permitted to be moored overnight beyond any pier line, now or hereafter established by the Developer, the Association or by any appropriate public authority, except in authorized mooring basins. A vessel shall not be permitted to anchor, moor or stand overnight in any waterway except with the specific prior written consent of the Architectural Control Committee, and in any event, no vessel or other floating object shall be anchored, moored or placed offshore in any of the waterways so as to interfere in any manner with navigation.

ARTICLE IX

GENERAL PROVISIONS

Section 1. Duration and Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, until December 31, 2000, unless otherwise expressly limited herein, after which time said covenants shall be automatically extended for successive periods of ten years each unless an instrument signed by the then Owners of two-thirds of the Lots has been recorded, agreeing to change said covenants and restrictions in whole or in part. Provided, however, that no such agreement to change shall be effective unless made and recorded two years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every Owner at least ninety days in advance of any action taken. Unless specifically prohibited herein, Articles I through X of this Declaration may be amended by an instrument signed by Owners holding not less than ninety per cent of the votes of the membership at any time until December 31, 2000, and thereafter by an instrument signed by the Owners holding not less than two-thirds of the votes of the membership. Any amendment must be properly recorded to be effective.

Section 2. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 3. Enforcement. The Association, or any Owner, shall have the right to enforce these covenants and restrictions by any proceeding at law or in equity, against any person or persons violating or attempting to violate any covenant or restriction, to restrain violation, to require specific performance and/or to recover damages; and against the land to enforce any lien created by these covenants; and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The expense of enforcement by the Association shall be chargeable to the Owner of the Lot violating these covenants and restrictions and shall constitute a lien on the Lot, collectible in the same manner as assessments hereunder.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect the validity of any other provisions, which shall remain in full force and effect.

Section 5. Government Approvals. As long as there is a Class B Membership the following actions will require the prior approval of the Federal Housing Administration and Veterans Administration, if applicable: annexation of additional properties, dedication of Common Areas, and amendment of this Declaration of Covenants, Restrictions, Easements, Charges and Liens.

IN WITNESS WHEREOF, the undersigned being the Developer herein, has caused its seal to be hereunto affixed and these presents to be signed by its officer thereunto duly authorized the day and year first above written.

ATTEST: LEVITT AND SONS, INCORPORATED SEAL 1927 DELAWARE

M. Tucker
Assistant Secretary

By N. Kamuf
Vice President

RAV

STATE OF MARYLAND)
) ss:
COUNTY OF PRINCE GEORGE'S)

On this 1st day of April, 1969, before me, the undersigned officer, personally appeared N. C. Kamuf, who acknowledged himself to be the Vice President of Levitt and Sons, Incorporated, a Delaware corporation, and that he, as such Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Vice President.

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

Kathleen Lantzy
Notary Public

NOTARY PUBLIC PRINCE GEORGE'S COUNTY MARYLAND

EXHIBIT "A"

DESCRIPTION OF "THE PROPERTIES" AS DEFINED IN ARTICLE I, SECTION 1(b), OF DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS, CHARGES AND LIENS DATED AS OF April 1 , 1969

ALL those certain lots, pieces, tracts or parcels of land and premises situate as shown on final subdivision plats listed below:

Lots 1 through 41, Block 26, Plat entitled "Rumsey Island, Part Nineteen, Election District No. 1, Harford County, Maryland", recorded in Liber GRG No. 21, Folio No. 35 of the Plat Records of Harford County, Maryland.

Lots 1 through 25, Block 25, and Lots 42 through 63, Block 26, Plat entitled "Rumsey Island, Part Twenty, Election District No. 1, Harford County, Maryland", recorded in Liber GRG No. 21, Folio No. 36 of the Plat Records of Harford County, Maryland.

Lots 3 through 14, Block 18, Plat entitled "Rumsey Island, Part Twenty-two, Election District No. 1, Harford County, Maryland", recorded in Liber GRG No. 21, Folio 39 of the Plat Records of Harford County, Maryland.

EXHIBIT "B"

DESCRIPTION OF "COMMON AREAS" AS DEFINED IN ARTICLE I, SECTION 1(c), OF DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS, CHARGES, AND LIENS DATED AS OF April 1 , 1969

NONE

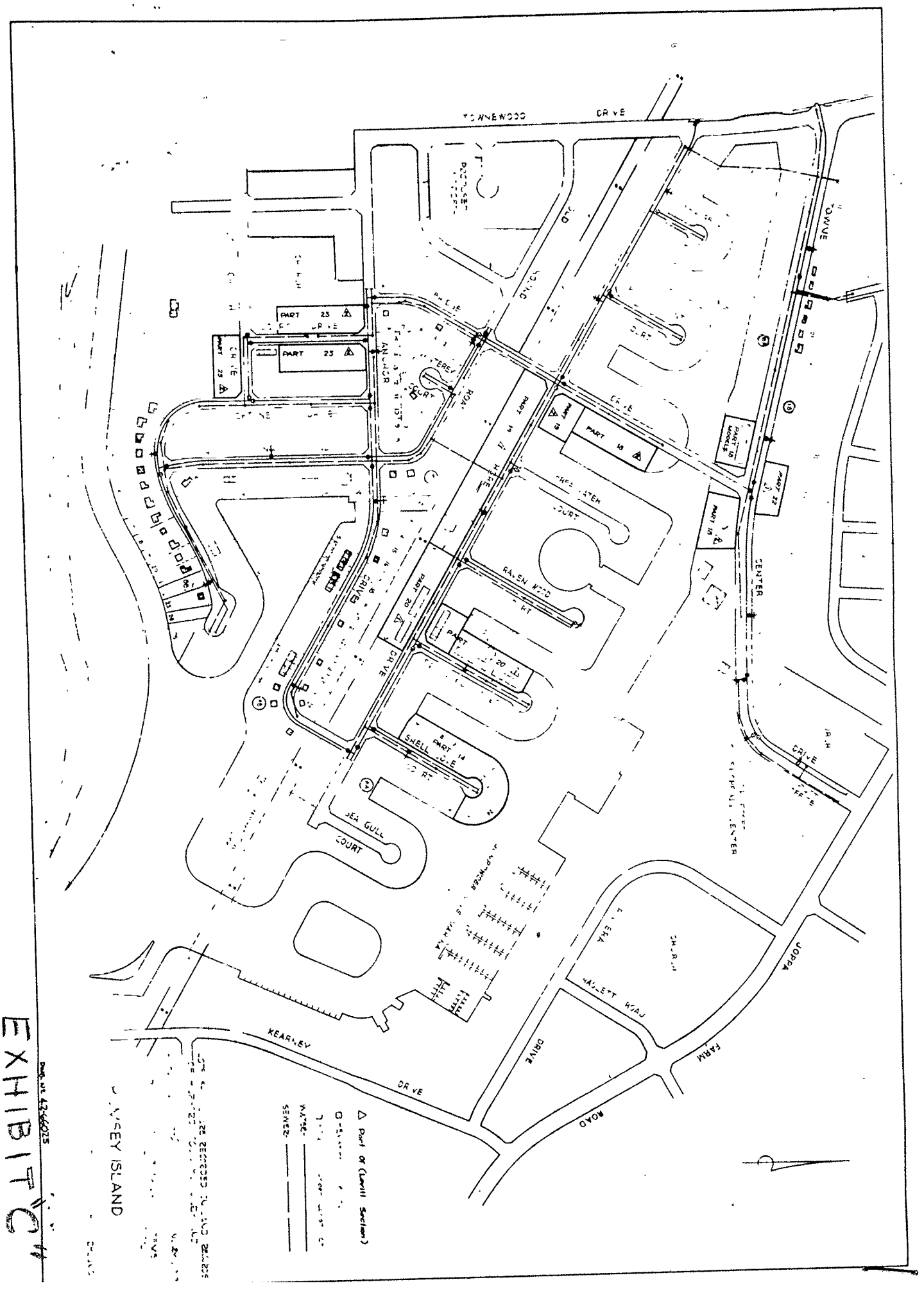
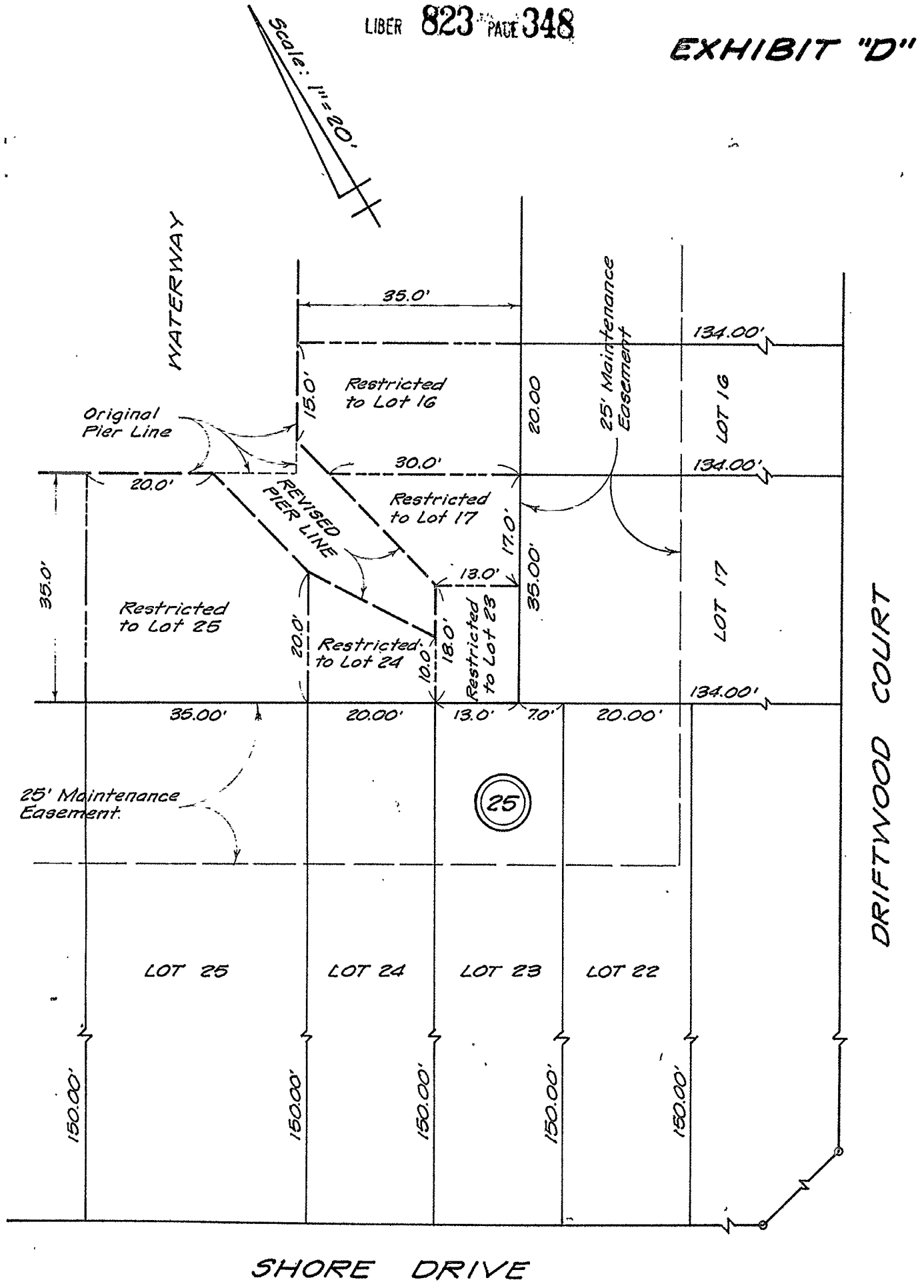


EXHIBIT "D"



Map showing revised pier line and restrictive usage of pier limits on lots 16, 17, 23, 24 and 25, block 25, Rumsey Island, Part Twenty, as recorded Liber G.R.G. No. 21, Page 36, of Harford County, Maryland.

Situated in Election District No. 1, Harford County, Maryland

Prepared by: Engineering Department, Levitt and Sons, Incorporated

F.H. Meredith, Chief Engineer F. H. Meredith

L.S. No. 7159, Maryland

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AUG 25 2 17 PM '69

Scale: 1" = 20' 5 Aug 1969 Drawing No. 42-6605-S