

Exhibit "B"

Declaration of Protective Covenants, Conditions  
and Restrictions  
and First Amendment thereto

**THE PALATINE IN POTOMAC  
DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS**

THIS DECLARATION is made this 24<sup>th</sup> day of April, 1990, by the DUMONT OAKS CORPORATION, a Maryland corporation, hereinafter sometimes called the "Declarant".

**W I T N E S S E T H:**

CLERK'S OFFICE  
MONTGOMERY COUNTY  
WHEREAS, Declarant is the owner of that certain real property located in Montgomery County, Maryland, more particularly described in Exhibit "A" attached hereto and made a part hereof by reference (sometimes referred to as the "Property"); and

WHEREAS, the Declarant desires to provide for the preservation of the value and amenities of said Property and the improvements to be constructed thereon; and to this end, desires to subject said Property to the covenants, restrictions, easements, reservations and charges hereinafter set forth, each and all of which is and are for the benefit of said Property and in aid of a uniform scheme or plan of development for said Property.

NOW, THEREFORE, the Declarant hereby declares that said Property described in said Exhibit "A", is and shall be held, conveyed, hypothecated and/or encumbered, sold, leased, rented, used, occupied and improved subject to the covenants, restrictions, easements, reservations and charges (hereinafter sometimes referred to as "Covenants and Restrictions") hereinafter set forth.

**ARTICLE I  
DEFINITIONS**

When used herein and not otherwise distinctly expressed or manifestly incompatible with the intent thereof, the terms:

Section 1. "Building Site" shall mean all or a part of the Property comprising any Lot or Lots, or portion thereof, or any two or more contiguous Lots in a single ownership upon which a dwelling and other improvements may be erected in conformance with the requirements of this Declaration.

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Section 2. "Control Committee" or the "Committee" shall mean the person or persons designated by the Declarant, from time to time, or elected or selected by the Lot Owners in accordance with the terms of this Declaration, to administer and provide for the enforcement of this Declaration such person or persons being granted hereby the authority necessary for such purpose, as more particularly described hereinbelow.

Section 3. "Declarant" shall mean and refer to the DuMont Oaks Corporation, a Maryland corporation, and its successors and assigns to the extent that any of the special rights, reservations, easements, interests, exemptions, privileges, and powers of the Declarant are specifically assigned or transferred in writing.

Section 4. "Declaration" shall mean and refer to this Declaration of Protective Covenants, Restrictions and Easements as amended from time to time.

Section 5. "Dwelling" shall mean and refer to the principal residential structure or house situated on any Building Site, not including any outbuildings or structures appurtenant thereto.

Section 6. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision plat of the Property; provided, however, any property shown upon such subdivision plat dedicated or to be dedicated or conveyed to the public or any governmental authority, or which will not be part of a Building Site, shall not be a Lot for purposes of this Declaration.

Section 7. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Building Site, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 8. "Property" shall mean and refer to the real property described in said Exhibit "A", and shall further refer to such additional property as may hereinafter be annexed by Supplementary Declaration of this Declaration of Protective Covenants and Restrictions pursuant to Article II of this Declaration.

Section 9. "Supplementary Declaration" shall mean a supplement to this Declaration which adds additional property to that described on said Exhibit "A" hereto or deannexes or withdraws property from the effect of this Declaration. Such Supplementary Declaration may, but is not required to, impose expressly or by reference additional restrictions and obligations on the land submitted by that Supplementary Declaration to the provisions of this Declaration.



ARTICLE II  
PROPERTY SUBJECT TO DECLARATION

Section 1. The said Property shall be held, conveyed, transferred, leased, used, occupied, improved, hypothecated, encumbered and sold subject to the conditions, restrictions, covenants, reservations, easements, liens and charges hereinafter mentioned.

Additional property may be annexed to the Property described on Exhibit "A" attached hereto and made part hereof by the Declarant, without the consent of any Owner or mortgagee of a Lot or Building Site, for a period of twenty (20) years from the recordation of this Declaration. Any additional Property must be located in Montgomery County, Maryland and the owner of such property (if not the Declarant) must consent, in writing, to subjecting such property to the Declaration by execution of a Supplementary Declaration. The scheme of this Declaration shall not, however, be extended to include any such additional property unless and until the same is annexed to the Property described on said Exhibit "A" as hereinafter provided. Except as otherwise provided hereinabove, annexations to the Property shall require the consent of two-thirds (2/3) of the Owners.

Any annexations made pursuant to this Article, or otherwise, shall be made by recording a Supplementary Declaration of Protective Covenants and Restrictions among the Land Records of Montgomery County, Maryland, which Supplementary Declaration shall extend the scheme of this Declaration to such annexed property.

Any Supplementary Declaration made pursuant to the provisions of this Article may contain such complementary or supplemental additions and modifications to the covenants and restrictions set forth in this Declaration as may be considered necessary by the maker of such Supplementary Declaration.

Section 2. Any property subject to the covenants and restrictions of this Declaration may be deannexed and withdrawn from the effect hereof by the Declarant without the consent of any Owner for a period of twenty (20) years from the recordation of this Declaration. Such deannexation or withdrawal shall be accomplished by the recordation of a Supplementary Declaration among the Land Records of Montgomery County, Maryland, describing the property being deannexed or withdrawn.

Any property deannexed or withdrawn pursuant to the terms of this Article shall no longer be subject to the effect of this Declaration except for easements or rights-of-way reserved for the benefit of the Declarant, and may be developed, sold, transferred, conveyed or otherwise administered as the Declarant shall determine within its sole discretion, subject to applicable law.



Except as otherwise provided hereinabove, deannexation or withdrawal of any of the property from the effect of this Declaration shall require the consent of two-thirds (2/3) of the Owners, including the consent of all Owners whose property is subject to being deannexed or withdrawn.

### ARTICLE III ARCHITECTURAL CONTROL

Section 1. These covenants, restrictions, conditions, reservations, liens and charges are hereby declared to insure the best use and the most appropriate development and improvement of each Building Site; to protect the Owners of the Building Sites against such improper use of surrounding Building Sites as might depreciate the value of the Property; to preserve, so far as practicable, the natural beauty of said Property; to guard against the erection thereof of poorly designed or proportioned structures and structures built of improper or unsuitable materials; to obtain harmonious color schemes; to insure the highest and best development and use of said Property; to encourage and secure the erection and maintenance of attractive homes thereon, with appropriate locations thereof on Building Sites including the elevations thereof; to prevent haphazard and inharmonious improvement of Building Sites; to secure and maintain proper setbacks from streets and stream valley buffers, and adequate open spaces between structures; and in general to provide adequately for the erection and maintenance of high type and quality of improvements situated on any Building Site.

Section 2. No improvements of any character shall be erected and none begun, nor any change made to the exterior design of such improvements after the original construction has begun on any Building Site (including, but not limited to, changes in color, changes or additions to driveway or walking surfaces and substantial landscaping modifications) unless and until the cost, type and size thereof, materials to be used, exterior color scheme, exterior lighting, plans, specifications and details thereof, and site plan, showing the proposed location of the dwelling, garage and driveways upon the Building Site, grading plan, landscape plan, final Building Site grade and details of the driveway, mailbox plan, and entrance feature plan shall have been approved in writing by the Control Committee, and copies of said plans, specifications and details shall have been lodged permanently with said Committee. Building Site plans submitted to the Committee shall have a scale of not less than one (1) inch for every twenty (20) feet, elevations shall be on a scale of not less than one-quarter (1/4) inch for each foot; and floor plans, etc., shall have a scale of not less than one-quarter (1/4) inch for each foot. The Control Committee may permanently retain any plans, specifications and details submitted to it. Improvements as used herein is intended to mean



the improvements of every kind and character which shall be placed upon a Building Site. Plans may be disapproved for any reason including purely aesthetic reasons, or choice of builder, contractor or major sub-contractor. An Owner must submit two (2) copies of the plans and specifications of any proposed construction or alteration and the Control Committee shall return one (1) copy to such Owner indicating thereon whether the proposed plans and specifications are approved or disapproved. The Control Committee may also indicate thereon any modifications thereto which it desires whether or not the plans and specifications are approved and if approved, whether the approval is contingent on the plans being modified as shown.

In the event said Control Committee fails to approve or disapprove the design and location of any improvements or proposed alterations or modifications within sixty (60) days after said plans and specifications (including any material reasonably requested by the Control Committee) have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. Design approval by the Control Committee shall in no way be construed as to pass judgment on the correctness of the location, structural design, suitability of water flow or drainage, location of utilities, or other qualities of the item being reviewed. Any construction or erection of improvements or exterior addition to or change or alteration made without application having first been made and approval obtained as provided above shall be deemed to be in violation of this Article and the construction or erection of such improvements or addition, change or alteration may be required to be restored by the Owner to its original condition. In any event, no such construction or erection of improvements or exterior addition to or change or alteration shall be made without approvals and permits therefor having first been obtained by the Owner from the applicable public authorities and/or agencies. Approval of the Control Committee pursuant to this Article shall in no manner relieve or act in lieu of the requirement to obtain the necessary permits, approvals or consent of applicable public authorities and/or agencies. Any construction or alteration of any improvements on a Building Site must comply with all governmental requirements applicable to the Property. Notwithstanding any provision of this Declaration to the contrary, the provisions of this Article shall not be applicable to the Declarant or any part of the Property owned by the Declarant.

Section 4. The Declarant expressly reserves unto said Control Committee the sole and exclusive right to establish grades and slopes on all Building Sites and to fix the grade at which any dwelling shall hereafter be erected, or placed thereon so that the same shall conform to a general plan, subject only to compliance with the regulations of public authorities having control thereof. The Control Committee shall have the further right to establish minimum building restriction lines for



Building Sites, even if such standards as established by the Control Committee are more restrictive than those established by local zoning code, recorded plat of subdivision or the regulations of the public authorities having control thereof.

Section 5. No Dwelling shall be erected or placed on any Building Site which does not have a garage under the residence, or a closed garage attached to such Dwelling or connected by a breezeway or other permanent structure, which is approved in writing by the Control Committee pursuant to the terms hereof.

Section 6. Construction or alteration in accordance with plans and specifications approved by the Control Committee pursuant to the terms of this Article shall be completed in accordance with the approved plans and specifications therefor within a period of twenty-four (24) months from the commencement of construction thereof. If construction is not commenced within six (6) months of the approval of the plans (whether by affirmative action or forbearance from action as provided in this Article), the same must be resubmitted for approval in accordance with the terms of this Article and shall be subject to complete reconsideration by the Control Committee. There shall be no deviations from plans and specifications approved by the Control Committee without the prior consent, in writing, of the Control Committee. Approval of any particular plans and specifications or design shall not be construed as a waiver of the right of the Control Committee to disapprove such plans and specifications, or any elements or features thereof, in the event such plans and specifications are subsequently submitted for use in any other instance.

Section 7. The Control Committee shall consist of an uneven number of not less than three (3) members, a majority of whom (other than the initial members and the members appointed by the Declarant pursuant to the terms of this Declaration) must be Owners. Except as provided herein, the Control Committee shall consist of such members as the Declarant may designate from time to time. Within thirty (30) days of the date of the conveyance of all of the Building Sites within the Property to non-Declarant affiliated purchasers and the completion of the initial improvements thereon, including, without limitation, the Dwelling, or at such earlier time as the Declarant may determine in its sole discretion, the members of the Control Committee designated or appointed by the Declarant shall resign and their successors shall be elected by the Owners of the Building Sites within the Property. The Declarant shall provide each Owner notice of such meeting, which notice shall contain the date, time, place and purpose of such meeting. Such notice shall be provided to the Owners not less than ten (10) nor more than forty-five (45) days before such meeting. Twenty-five percent (25%) of all the Owners must be present, in person or by proxy (any proxy which complies with the laws of the State of Maryland may be utilized) in order to constitute a quorum at such meeting or any other meeting of



the Owners required or permitted pursuant to this Declaration. Nominations for members of the Control Committee shall be taken from the floor at such meeting. The nominees receiving the greatest number of votes, based upon one (1) vote per Building Site, shall be elected. Other than the members appointed or designated by the Declarant, the term of the members of the Control Committee shall be three (3) years. Notice of subsequent meetings of the Owners to elect the Control Committee (to be held every three (3) years from the date of the initial meeting) shall be mailed or delivered by the Control Committee pursuant to the aforesaid procedures. The vote of any Building Site shall be exercised by the Owner thereof, and if a Building Site is owned by more than one (1) Owner, such vote may be exercised by any, but not more than one (1), Owner of such Building Site. If co-Owners of a Building Site cannot decide how to cast the vote for such Building Site the vote shall not be counted; provided, however, such vote may be utilized to establish a quorum at the meeting. In the event of the death, resignation, or inability to serve, of any member of the Control Committee, the remaining members, even if less than a quorum, shall have full authority to designate a successor to fulfill the term of such member. A majority of the membership of the Control Committee shall constitute a quorum and all actions shall require only a majority vote of such quorum. The Control Committee's approval or disapproval, as required, shall be in writing. The members of the Control Committee shall not be entitled to any compensation for services performed pursuant to these covenants; provided, however, that the Control Committee may require a reasonable fee, not to exceed One Hundred Dollars (\$100.00), be submitted with the plans and specifications for any construction or erection of improvements on a Building Site or any alteration or improvement to existing improvements on the Property to cover the administrative and other expenses incurred by the Control Committee in performing its duties hereunder. Any funds collected by the Control Committee pursuant to the terms hereof shall be kept in an account insured by the United States government which shall be controlled by the Committee and the signatures of at least two (2) members of the Committee shall be required to withdraw funds therefrom except in an emergency, in which case only one (1) signature will be required.

Section 8. Upon completion of any construction or alterations or other improvements or structures in accordance with plans and specifications approved by the Control Committee in accordance with the provisions of this Article, the Control Committee shall, at the request of the Owner thereof, issue a certificate of compliance which shall be prima facie evidence that such construction, alteration or other improvements referenced in such certificate have been approved by the Control Committee and have been constructed or installed in full compliance with the provisions of this Article and with such other provisions and requirements of this Declaration as may be applicable. Such certificate of compliance shall in no way be



construed expressly or by implication to mean that the construction or alteration of any improvement has been approved by the applicable governmental or public authorities.

Section 9. The Control Committee may from time to time adopt and promulgate such rules and regulations regarding the form and content of plans and specifications to be submitted for approval and may publish such statements of policy, standards, guidelines and/or establish such criteria relative to architectural styles or details, or other matters, as it may consider necessary or appropriate. No such rules, regulations, statements, criteria or the like shall be construed as a waiver of the provisions of this Article or any other provision or requirement of this Declaration.

Section 10. Upon the petition of not less than twenty-five percent (25%) of the Owners, a special meeting of the Owners shall be held not more than forty-five (45) days from the date of submission of such petition to the Control Committee for the purpose of removing a member from such Committee. The notice of such meeting must be provided to all Owners not less than ten (10) nor more than thirty (30) days prior to the meeting and such notice must contain the purpose of the meeting. A quorum at such meeting shall be a majority of all the Owners and the vote of two-thirds (2/3) of the Owners present, in person or by proxy, and voting at such meeting is required to remove a member of the Control Committee. In the event a member of the Control Committee is so removed, the successor thereto to complete such member's term shall be elected at such meeting and the nominee receiving the greatest number of votes shall be elected. The members of the Control Committee appointed or designated by the Declarant may not be removed pursuant to this Section 9 and may only be removed by the Declarant.

Section 11. Trees may be removed from a Building Site where reasonably necessary for the construction of driveways, paths, swimming pools, tennis courts, utility lines and structures if approval is obtained from the Control Committee pursuant to this Article, but in order to preserve the scenic beauty of the Property hereby conveyed, except for such above designated purposes, no tree larger than eight (8) inches in diameter (measured two feet above the ground) and more than thirty (30) feet in height shall be removed from such land or destroyed without the prior written approval of the Control Committee, said permission not being required for removal of dead trees or dead-falls. Notwithstanding the foregoing, no tree, vegetation or flora may be removed in contravention of the terms of the conservation easement provided in this Declaration or the Rough Grading Plan approved by the Maryland National Park and Planning Commission from time to time.

Section 12. No Building Site, whether comprised of one or more Lots or a portion of any Lot or Lots, shall be subdivided or



portions thereof conveyed or separate dwellings constructed on such smaller plots of land without the approval of the Control Committee except for any transfer or dedication to any municipality, public utility, or any other public body.

Section 13. Exemptions. None of the foregoing restrictions shall be applicable to the activities of the Declarant, its officers, employees, agents or assigns, in their development, marketing, leasing and sale of Building Sites or dwelling units within the Property.

#### ARTICLE IV USE RESTRICTIONS

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

Section 1. Building Sites shall be used for residential purposes only, and no offensive trade or activity shall be carried on upon any Building Site nor shall anything be done thereon which may be or become an annoyance or nuisance. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell, amplifier or other sound device, except such devices as may be used exclusively for fire, emergency or security purposes, shall be located, installed or maintained upon the exterior of any dwelling or upon the exterior of any other improvements constructed upon any Building Site. The use of any portion of a Building Site or any part of any structure thereon as an office for the conduct of any professional business or for an embassy, chancery, consulate or for any similar purposes shall be in general deemed offensive and therefore prohibited unless approved by the written consent of the Control Committee and permitted by local zoning law and regulations. Nothing contained in this Article, or elsewhere in this Declaration, shall be construed to prohibit the Declarant or its designee from the use of any Building Site, Lot or dwelling or other improvement thereon, for promotional or display purposes, or as "model homes", a sales, leasing and/or construction office or the like.

Section 2. No tent, trailer, decorative lawn ornament, shack, barn, pen, kennel, stable, shed, or temporary structure of any kind may be erected on or moved to any Building Site without written approval of the Control Committee, except a contractor's shed or trailer, which is to be used only during construction of the permanent improvements upon the Building Site. Such contractors' temporary shed or trailer (including, without limitation, temporary toilet facilities) shall be located on a Building Site and maintained so as not to be offensive to surrounding occupied Building Sites. Such contractor's shed or trailer shall be promptly removed upon the completion of such permanent improvements.



Section 3. No sign, billboard or advertisement shall be displayed or placed upon a Building Site except a sign not greater than thirty-six (36) inches by twenty-four (24) inches may be placed upon the Building Site indicating that the Building Site is private property and denying public access to the Building Site, or advertising the Building Site for sale, except for signs used by Declarant to advertise the Property and any Building Site during the construction and sales period. Any signage so permitted and used shall be in strict conformance to standards promulgated from time to time by the Control Committee. This limitation shall in no event preclude the placing on such Building Site of a sign of normal form and size stating solely the name of the Owner of such Building Site and/or the address of the Building Site which sign is approved in writing by the Control Committee. In addition, the Control Committee may permit limited signage by builders of homes for resale on the Building Site provided such signage is approved in writing in advance of its placement on the Building Site. Temporary real estate signs for the sale or rental of a Building Site or dwelling situated thereon are permitted provided not more than two (2) signs of not more than six (6) square feet in size each are used and such signs are removed promptly after the sale or rental of the Property. All signs shall comply with applicable Montgomery County law and any permit required must be obtained prior to display or erection of the sign and must be valid during the time the sign is displayed.

Section 4. Except as approved in writing by the Control Committee, no garage or outbuilding erected on a Building Site shall at any time be used for human habitation, temporarily, or permanently, nor shall any structure of a temporary character be used for human habitation.

Section 5. No Dwelling shall be permitted on any Building Site, the habitable floor area measured from the interior exposed surface of perimeter walls of which, exclusive of basements, porches, patios, attics and garages, is less than four thousand (4,000) square feet in the case of a one-story residential structure, or less than five thousand (5,000) square feet in the case of a one and one-half or two-story structure unless otherwise approved in writing by the Control Committee.

Section 6. No exterior lighting emanating from a Building Site shall be directed outside the boundaries of the Building Site.

Section 7. No vehicles without a current and valid registration, no inoperable vehicles and no truck (over one-half ton capacity), trailer, camper, van, horse trailer, recreation vehicle, boat or any vehicle having commercial registration or displaying commercial information or similar equipment shall be stored or parked on any of the Building Sites, except within



garages or other areas screened from public view as approved in writing by the Control Committee, nor parked on any of the streets within or appurtenant to the Property by Owners, lessees or other occupants of the Building Sites. Except for bona fide emergencies, no repair or extraordinary maintenance of automobiles or other vehicles shall be carried out on any Building Site or the streets within or appurtenant to the Property.

Section 8. All television and/or other antennae shall be located within the interior of a Dwelling unless hardship involved makes it necessary to use other locations, in which event such antennae shall not be visible either from the street or another Building Site, and placed in a location as approved in writing by the Control Committee. Approval for alternative locations will be granted only in the event of unusual circumstances as determined by the Control Committee in its sole discretion. Satellite dishes or similar transmitting or receiving devices are permitted if not visible from the street or another Building Site.

Section 9. Except as may be authorized by the Control Committee, no animals or poultry of any kind shall be raised, bred or kept on the Property. No more than a total of three (3) normal house pets may be kept on a Building Site; provided, further, horses and ponies for personal use may be permitted on Building Sites containing two (2) or more acres; provided, however, horses and ponies shall not be permitted on any Building Site without the prior written consent of the Control Committee, which consent shall be granted or denied based upon the size and configuration of the Building Site in question as well as the feasibility of housing the horse(s) or pony(ies) without detracting from other Dwellings within the Property. Horses or ponies which are approved may only be maintained within the rear yard in enclosures approved in writing by the Control Committee. The keeping of any animal or pet shall be subject to all State and local laws and ordinances. No pets or other animals shall be kept, bred or maintained for any commercial purpose. The Control Committee shall have the authority to adopt such additional rules and regulations regarding pets and other animals as it may from time to time consider necessary or appropriate. Any pets or other animals which are an annoyance or nuisance to the neighbors or Owners may be removed and the determination of whether a pet or other animal is a source of annoyance or nuisance shall be made by the Control Committee in its sole discretion and such decision shall be final.

Section 10. No stumps, trash, grass clippings, or other refuse of any kind, shall be placed on any of the Property. Fill may be utilized on a Building Site if the prior written approval of the Control Committee is obtained. No burning of trash, leaves or other material and no incinerators shall be permitted within the Property.



Section 11. Except for original construction authorized by the Control Committee, no fence, wall or hedge of any kind shall be erected, placed, or maintained, or permitted to remain upon a Building Site, unless and until the written consent of the Control Committee has been requested and obtained therefor. Notwithstanding the foregoing, no chain link or other wire fencing is permitted unless the same is used to surround a pool or tennis court in which event it must be covered in black or green vinyl or other material, including, without limitation, landscaping, approved in writing by the Control Committee and well maintained at all times.

Section 12. Except for the temporary use of hoses and the like which are reasonably necessary in connection with normal lawn maintenance, no hose, water pipe, sewer pipe, gas pipe, drainage pipe, television cable or other similar transmission line shall be installed or maintained upon any Building Site above the surface of the ground, unless such installation is approved in writing by the Control Committee or is required by the servicer or provider of any utility, including, without limitation, power, water, sewer, gas and cable television.

Section 13. No play equipment such as metal or wooden swing sets, or children's climbing apparatus or permanent playhouses, or the like, shall be permitted on any Building Site unless located in the rear yard and screened substantially from public view by landscaping or other screening approved in writing by the Control Committee.

Section 14. All trash, garbage, and refuse stored outside any dwelling shall be stored in covered receptacles and shall be regularly removed from the Building Site, and shall not be allowed to accumulate thereon. Trash and garbage containers shall not be permitted to remain in public view except on days of, and evenings prior to, trash collection. No clothesline shall be erected or maintained on any Building Site. All storage areas and machinery and equipment shall be prohibited upon any Building Site, unless obscured from view of adjoining Building Sites and streets by an appropriate screen approved in writing by the Control Committee or maintained within garages or outbuildings except when being used for the maintenance and upkeep of any Building Site and the improvements situated thereon. Nothing herein shall be deemed to apply to the storage on any Building Site by the Declarant, or an Owner of a Building Site or their employees, agents or assignees of building materials during, and for use in, the construction of the improvements on the Building Sites. Such storage areas must be removed promptly after the completion or alteration of any improvements. Notwithstanding the foregoing, no hazardous or toxic material may be stored or maintained on any Building Site at any time.



Section 15. No school, family child day care center or facilities or church of any kind shall be maintained or operated upon any of the Property. The prohibition of family child day care centers may not be enforced unless approved by a vote of a majority of all the Owners and such prohibition may be eliminated by the vote of a majority of the Owners.

Section 16. Bed sheets, plastic sheets, newspapers, or other similar window treatments, not including storm windows approved in writing by the Control Committee, shall not be hung or placed in or on any window on any Dwelling located on any Building Site.

Section 17. Except for basketball backboards and hoops expressly approved by the Control Committee, children's play and similar equipment shall not be allowed to remain overnight within any front or side yard of any Building Site. Basketball backboards and/or hoops may not be attached to the exterior of any dwelling but shall only be permitted pursuant to (i) the installation of a pole or poles and hoop adjacent to the driveway on a Building Site, or (ii) the construction of a basketball court in the rear yard of a Building Site, provided such poles, hoop(s) or court is/are approved in writing by the Control Committee. Such basketball pole(s), backboard, hoops and/or court must be properly maintained at all times.

Section 18. Vegetable gardens shall be maintained only within the rear yard of any Building Site, and shall be maintained in a neat and attractive manner.

Section 19. Lawn furniture shall be used and maintained in rear and side yards only unless otherwise approved in writing by the Control Committee.

Section 20. Only inground swimming pools, which have been approved in writing by the Control Committee, are permitted within a Building Site and must be located in the rear yard of a Dwelling as approved in writing by such Control Committee. Portable toddler pools twelve (12) feet or less in diameter may be temporarily located above ground provided they are located in the rear yard. Hot tubs, jacuzzis or spas may be located in the rear yard provided they are adequately screened from public view and approved by the Control Committee.

Section 21. Tennis courts and surrounding fencing must be approved in writing by the Control Committee and any lighting installed for such tennis courts shall not emanate beyond the Building Site where the tennis court is located or annoy or disturb the residents or occupants of any other Building Site.

Section 22. Garage doors and the doors of any other storage room or area of a Dwelling or outbuilding shall be maintained in a closed position whenever not being used for entry or exit.



Section 23. None of the foregoing restrictions of this Article shall be applicable to the activities of the Declarant, his agents, employees, nominees or assigns in the marketing, construction, sales or leasing of Building Sites or Dwellings within the Property.

ARTICLE V  
EASEMENTS

Section 1. Declarant hereby reserves for itself and its designees blanket easements upon, across, over, and under the Property for ingress, egress, installing, replacing, repairing, and maintaining cable television systems, master television antenna systems, security, and similar systems, and all utilities, including, but not limited to, water, sewer, meter boxes, telephone, gas, electricity, storm sewer and equestrian easements. This reserved easement may be assigned by Declarant by written instrument. The Declarant and its designees shall have the right, but not the obligation, to maintain any easement areas established by the Declarant or its designees pursuant to the terms hereof.

Notwithstanding anything to the contrary contained in this Article, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on said Property, except as may be approved by the Declarant or Control Committee unless otherwise provided by the applicable governmental agency or public authority. Should any entity furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, the Control Committee shall have the right to grant such easement on said Property without conflicting with the terms hereof. The easements provided for in this Article shall in no way adversely affect any other recorded easements on the Property.

A mutual right and easement for utility service is hereby established for the benefit of all Owners, such that no Owner shall take any action which would in any way interfere with utility services being provided to other Owners within the Property. If a Building Site contains any utility pipes, ducts, conduits, wires or the like which are for the benefit, in whole or in part, of other Owners within the Property, then the Owner of such Building Site shall promptly, at his expense, repair any damage to such utilities caused by the Owner, his guests, lessees and invitees.

In addition to and concurrent with any other easements within the Property, there is hereby reserved a specific easement ten feet (10') in width extending along the Building Site line of any Building Site appurtenant to any street within the Property. Such easement shall be for the installation and maintenance of plantings and landscaping by the Declarant at its sole option.



The Declarant shall not be obligated to exercise the aforesaid right to install or maintain plantings or landscaping.

Section 2. Each Building Site and Lot is hereby subject to a perpetual easement for the construction, installation, erection and existence of entry features thereon which serve and benefit the Property. In the event such entry features are constructed upon any Building Site by the Declarant or its designee there shall be a perpetual easement for the existence of such entry features and the Owner of such Building Site may not destroy, screen or otherwise interfere with such entry features including, without limitation, the landscaping appurtenant thereto. The maintenance of such entry features shall be the obligation of the Control Committee which shall have the authority to collect the cost of such maintenance from all of the Owners of Building Sites in pro-rata shares or assessments. The obligation to pay such assessment or fees shall be the voluntary obligation of the Owner of each Building Site and shall not be a lien against such Building Site. The Control Committee shall provide each Owner with written notice of any such assessment.

Section 3. The Declarant hereby establishes and grants a non-exclusive perpetual easement in, through, over, and across the Property shown on the Plats of subdivision described in Exhibit "A" labeled "Equestrian Easement Area" to walk, trot, or otherwise ride horses within such Equestrian Easement Area for the benefit of the general public.

The general public and the Maryland-National Capital Park and Planning Commission (the "Commission") shall have the non-exclusive use of the Equestrian Easement Area for the purposes named herein and shall have all those rights and privileges reasonably necessary to the exercise of this easement as shall not be inconsistent with the (1) contemplated use of the Property by Declarant as a residential community or any future use established on the Property, and (2) the use and enjoyment of the Building Sites by the Owners thereof.

The Declarant and all the Owners of the Property upon which a portion of the Equestrian Easement Area is located, reserve the right to make any use of any portion of the Equestrian Easement Area situated on such Owner's Property which is not inconsistent with the rights herein granted.

Notwithstanding anything contained herein to the contrary, this easement is granted subject to the following:

The building and use restrictions, conditions, covenants, reservations, exceptions, easements and rights and agreements set forth in this Declaration, including, but not limited to the decisions of the Control Committee, under any declaration of covenants or restrictions which may be recorded against all or part of the Property;



Visible easements;

Applicable zoning and building laws and regulations; and

Such state of facts as an accurate survey and personal inspection of the Equestrian Easement Area or Property would show.

The Owners of the Property upon which any portion of the Equestrian Easement Area is situated shall not obstruct or limit the use of such Equestrian Easement Area and shall be prohibited from erecting any structure, barricade, fence or other improvements or landscaping within such Equestrian Easement Area.

No charge shall be levied or made for the use of the Equestrian Easement Area. Pursuant to Section 5-1104 of Title 5, Natural Resources Article, Annotated Code of Maryland, as amended, any owner of land who directly or indirectly invites or permits without charge persons to use the property for any recreational purpose does not by such action (i) extend any assurances that the premises are safe for any purpose; (ii) confer upon the person the legal status of licensee or invitee to whom a duty of care is owed; or (iii) assume responsibility for or incur liability as a result of any injury to person or property caused by an act of omission of the person. Therefore, the Declarant, Control Committee and the Owners shall be held harmless from any injury or damage to any person or property arising from the use of the Equestrian Easement Area unless caused by any willful and malicious act of such parties. In addition, the Owners of the Property and the Declarant shall have no responsibility to maintain or repair any portion of the Equestrian Easement Area; provided, however, any Owner may elect to maintain any portion of the Equestrian Easement Area situated on such Owner's Building Site but such action shall not imply an obligation to maintain such area and shall in no way subject such Owner to any liability for any injury or damage to persons or property arising out of such maintenance activity. In the event of misuse or abuse of this easement by any party benefiting therefrom the easement may be terminated pursuant to a vote of a majority of a quorum of the Owners and the consent of the Commission. No amendment or modification may be made to this Section without the prior approval of the Commission.

Section 4. Declarant does hereby grant and convey unto the Commission a scenic easement of the nature and character and to the extent hereinafter expressed to be and constitute a covenant running with the title of such portion of the Property as shown on the Plats of subdivision described in Exhibit "A" labeled "Conservation Area" to be a scenic, conservation and open space easement, the purpose of which shall be to preserve, protect and maintain the general topography and scenic character of the



landscape of the Conservation Area. The restrictions, conditions and easements imposed upon the use of the Conservation Area, the acts which the Declarant and Owners, and their heirs, successors and assigns covenant to refrain from doing upon said Conservation Area, and the acts which they covenant to permit the Commission to do upon said Conservation Area shall be as follows:

That no use shall be made of nor shall any improvements be made on the Conservation Area, subject to the terms of this easement.

That the Conservation Area shall not be used for any professional or commercial activities except such as are permitted by law and this Declaration and can be and are in fact conducted from a Dwelling without substantial alteration of such Dwelling.

That no advertising signs, or billboards shall be displayed or placed upon the Conservation Area.

That no mining or industrial activity or timber cutting shall be conducted upon the Conservation Area.

That no dumping of ashes, trash, sawdust or other unsightly or offensive material shall be placed or permitted by any Owner to remain upon the Conservation Area; however, upon the written approval of the Commission and the Control Committee and provided that said fill is covered by arable soil or humus, suitable heavy fill may be so placed as to control and prevent erosion.

That no alterations, excavations, grading or other changes shall be made to the general character and topography of the landscape of the Conservation Area without the written consent of the Commission and the Control Committee.

That no roadway or private drive shall be constructed upon the Conservation Area without the written consent of the Commission and the Control Committee.

Notwithstanding anything herein to the contrary, an Owner may plant grass, herbaceous materials and shrubs within the Conservation Area without obtaining the Commission's prior consent, provided such plantings do not substantially alter the topography of the Conservation Area and provided that such landscaping is approved in writing by the Control Committee.

Notwithstanding anything herein to the contrary, an Owner may remove noxious weeds, brush and debris from the Conservation Area without obtaining the Commission's or the Control Committee's prior consent.



In the event that any governmental agency, authority, or entity requests that portions of the Conservation Area be used for the purpose of installing, constructing, reconstructing, maintaining, repairing, operating or inspecting storm drain and related facilities, then the consent of the Commission or the Control Committee shall not be required.

In the event that any public utility company requests permission to use portions of the Conservation Area for the purpose of installing, repairing, accessing, constructing, reconstructing any utility equipment and/or appurtenance thereto, or for the purpose of providing utility service to the Property, then the consent of the Commission or the Control Committee shall not be required.

Upon reasonable notice to the Owner of the subject portion of the Conservation Area, the representatives of the Commission may enter at reasonable hours upon such part of the Conservation Area for the purpose of making periodic inspections in order to ascertain whether there has been compliance with the restrictions, conditions and easements established herein. Whenever possible, the Owner or such Owner's representative shall be present at said inspection.

The obligations of the Declarant hereunder shall apply only to those portions of the Conservation Area during the period which it is the fee simple owner thereof. When the Declarant ceases to own a fee simple interest therein, the obligations and liabilities thereafter accruing (but not any accrued and unperformed obligations and liabilities) shall be the obligations of its successors or assigns.

Upon the violation of any of the restrictions, conditions, covenants and easements established herein, and provided that the applicable Owner fails to cure such violation within thirty (30) days after receiving written notice from the Commission or the Control Committee of such violation, then the Commission or the Control Committee shall have the right to enforce such provisions by injunction or other appropriate relief in any court of competent jurisdiction.

Section 5. The Declarant, its agents and employees, or its assigns, and the Control Committee shall have an irrevocable right and an easement to enter the Building Sites for the purposes of exercising the rights and fulfilling the obligations established by this Declaration of Protective Covenants and Restrictions and any Supplementary Declarations recorded hereafter.



ARTICLE VI  
MAINTENANCE

The Owner of each Building Site covenants to maintain such Building Site and all improvements situated thereon in a first-class manner, including, without limitation, all landscaping and plant material situated on such Building Site. Failure to adequately maintain a Building Site as determined by the Control Committee, in its sole discretion, shall permit such Control Committee, or its agents, employees or nominees, to enter said Building Site, after providing the Owner thereof with reasonable written notice and an opportunity to cure, and perform such maintenance and repair as the Control Committee determines is required or necessary. The cost of such maintenance and repair shall be assessed against the Building Site and the Owner thereof and shall be the personal obligation of such Owner and a lien against the Building Site which may be enforced in accordance with the Maryland Contract Lien Act. In the event any Owner fails to pay any such assessment within ten (10) calendar days of receipt of notice thereof, interest shall accrue thereon at the maximum rate permitted by law and shall be the obligation of the Owner and a lien against such Owner's Building Site. The Owner shall also be responsible for any costs incurred in collecting such assessment, including, but not limited to, court costs and attorney's fees.

ARTICLE VII  
GENERAL PROVISIONS

Section 1. The Control Committee shall be initially composed of such individuals as the Declarant shall designate. During the period the Declarant appoints the members of the Control Committee the mailing address of said Committee shall be 801 Wayne Avenue, Silver Spring, Maryland 20910, or such other address as shall from time to time be designated by the Control Committee and provided, in writing, to each Owner. A majority of the Control Committee may designate a representative to act for it. The Committee's approval or disapproval as required shall be in writing. The designated representative of the Control Committee, if any, shall have the absolute and conclusive authority to certify in writing for any purpose whatsoever that the Committee has duly approved or disapproved any action coming within the scope of the Committee's authority and such certification in writing shall be in all respects absolutely, irrevocably and conclusively binding upon the Committee and all members in interest. During the period the Declarant is authorized to appoint the members of the Control Committee the designated representative thereof shall be Robert Paul Hillerson, as Chairman of the Control Committee, unless changed from time to time at the discretion of the Declarant. The Control Committee shall provide each Owner, in writing, with the name and address of the representative thereof, if any.



Section 2. This Declaration shall run with the land and shall be binding on all parties and all persons claiming under them for twenty (20) years from the date of recordation, at which time each and all of the provisions of this Declaration shall be automatically extended for successive periods of ten (10) years unless during such initial term or any extension thereof, by vote of a majority of the then Owners of the Building Sites covered by these Covenants and Restrictions, it is agreed to change the same in whole or in part; and an instrument setting forth said changes is duly executed and acknowledged by said majority of the then Owners and duly recorded among the Land Records for Montgomery County, Maryland. Notwithstanding anything herein to the contrary, prior to the initial conveyance of all the Building Sites and the construction of the initial improvements thereon (i) the Declarant may unilaterally, without the consent of any Owner or mortgagee of a Building Site, modify or amend this Declaration and (ii) no amendment or modification shall be made to this Declaration without the prior written consent of the Declarant.

Section 3. The Declarant or the Control Committee, or their designated representatives, expressly reserves to themselves, their successors and assigns, in case of any violation of any of the conditions, or upon a breach of any of the covenants or agreements herein contained, the right to enter upon the Building Site upon which the condition or violation may exist, and summarily abate or remove the condition or violation that may exist or be thereon, contrary to the intent and meaning of the provisions hereof as interpreted by the Declarant or its designated representatives. Prior to such entry the Owner of the Building Site upon which the violation exists shall be entitled to written notice from the Declarant or the Control Committee of such violation and given not less than fifteen (15) days to cure such violation, except in the case of an emergency in which damage or injury is threatened to persons or property. The Declarant or the Control Committee or their designated representatives shall not, by reason thereof, be deemed guilty of any manner of trespassing for such entrance, abatement, or removal, which shall be at the cost and expense of the Owner(s) of the Building Site upon which such condition or violation exists. Failure by the Declarant or Control Committee or their designated representatives to enforce any of the covenants or conditions hereof shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequent thereto, nor shall any such failure be the basis for claim of damages against the aforesaid Declarant or their designated representatives, or their successor in interest. Inasmuch as the enforcement of the restrictions and covenants herein provided is deemed essential for the completed consummation of the general plan of improvement hereby contemplated and for the protection of all future Owners of Building Sites herein, it is hereby declared that any violation



of restrictions and/or breach of the covenants and agreements herein created cannot be adequately compensated for by recovery of damages, and that the Declarant or the Control Committee and their designated representatives, and their successors in interest and title and/or any future Owners of Building Sites shall, in addition to all other remedies, be entitled to apply for relief by injunction to restrain any such breach or violation or threatened breach or violation.

Section 4. The Declarant may assign any and all of its rights, powers, obligations and privileges hereunder to any other corporation, association, or person and the Control Committee may assign any and all of its rights, powers, obligations and privileges hereunder to any other corporation, association or person. Such assignment, or assignments, shall be effective upon the recordation among the Land Records of Montgomery County, Maryland, of the instrument assigning same.

Section 5. All grantees in conveyances of Building Sites expressly stipulate and agree that, inasmuch as the Declarant is the most interested party in maintaining the high class of development which by this Declaration is sought to be maintained, the Declarant has rightfully reserved unto itself, and its successors and assigns, as herein set forth, the right to waive, alter, modify or amend any of the restrictions set forth in this Declaration as it, in its sole discretion, may deem best for the benefit of the Property or maintenance of the Property in any particular instance, which waiver, alteration, modification or amendment shall be evidenced by written consent of the Declarant, or its designated representatives, and the then Owner of the Building Site upon which said restrictions are to be waived, altered, modified or amended; such written consent to be duly acknowledged and recorded among the Land Records for Montgomery County, Maryland; and further such waiver, alteration, modification or amendment as to a particular Building Site shall in no way be construed to waive, alter, modify or amend the applicability of the particular restriction or restrictions so waived, altered, modified or amended as to any other Building Site.

Section 6. It is expressly provided that the breach of any of the foregoing conditions, or any entry by reason of such breach, shall not defeat or render invalid the lien of any mortgage or deed of trust, made in good faith and for value, as to the said Building Site(s), or any part thereof, encumbered by such mortgage or deed of trust; but said conditions shall be binding upon and be effective against any Owner of said Building Site(s), whose title thereto is acquired by foreclosure, deed in lieu of foreclosure, trustees sale, or otherwise, as to any breach occurring after said acquirement of title.

Section 7. Each of the provisions hereof shall be deemed independent of the others, and invalidation of any one of these



covenants and conditions, or any part, or parts thereof, by judgments, court order, or otherwise, shall in no wise affect any of the other provisions hereof, which shall remain in full force and effect.

Section 8. None of the foregoing restrictions shall apply to Declarant. In addition, said provisions shall not apply to Declarant's successors and assigns but only to the extent that any of the rights, reservations, easements, interests, exemptions, privileges and powers of the Declarant are specifically assigned or transferred to such successors and assigns by an instrument in writing. These covenants shall bind and benefit the Declarant, and its successors and assigns. Wherever used herein, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Section 9. In the event any question shall arise regarding any decision, act or failure to act by the Control Committee and/or any of its members or designees, and the Control Committee and/or any of its members or designees institutes or is a defendant or otherwise involved in any court proceedings, any court costs and attorney's fees shall be paid by the Owner or Owners against whom the Control Committee is obligated to institute or defend such court proceedings. Furthermore, the Owners shall indemnify and hold the Control Committee and/or any of its members or designees, as the case may be, harmless from and against any claims, damages, liability or loss whatsoever which the said Control Committee and/or any of its members or designees may suffer at any time as a result of any decision, act or failure to act by the said Control Committee and/or any of its members or designees, at law or in equity, arising directly or indirectly as a result of its function and duties hereunder.

Section 10. Enforcement of this Declaration shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants or restrictions, either to restrain violation or to recover damages. Any party or parties in title to any of the Property described herein, or the holder of the first mortgage or deed of trust against such property, and the Declarant and the Control Committee shall have the right to seek enforcement of these Covenants and Restrictions, and in the event such party seeking such enforcement shall be upheld by the courts, the defendant or defendants in such case shall be liable for the attorney's fee sustained by the plaintiff, together with court costs of such action, and the same shall, to the extent permitted by law, constitute a lien upon the Building Site.

IN WITNESS WHEREOF, on the 24<sup>th</sup> day of April, 1990, the said DuMont Oaks Corporation, a Maryland corporation, has caused these presents to be executed by Robert Paul Hillerson, President,

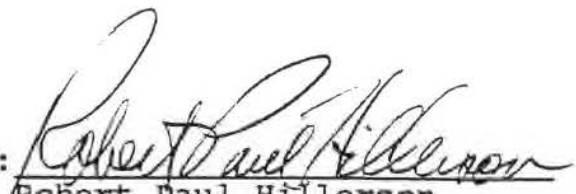


attested by David Weiss, Secretary, and its corporate seal to be hereunto affixed; and does hereby appoint Robert Paul Hillerson as its true and lawful attorney-in-fact to acknowledge and deliver these presents as its act and deed.

Attest:

DUMONT OAKS CORPORATION,  
a Maryland corporation

  
David Weiss  
Secretary

By:   
Robert Paul Hillerson  
President

STATE OF MARYLAND  
COUNTY OF MONTGOMERY, to wit:

I HEREBY CERTIFY that on this 24th day of April, 1990, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Robert Paul Hillerson, who is personally well known to me as the person named as attorney-in-fact on 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 DuMont Oaks Corporation, a Maryland corporation, and that the same was executed for the purposes therein contained.

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

  
Teresa W. Hopkins  
Notary Public



My Commission expires: July 1, 1990



Exhibit "A"

Lots numbered One (1) thru Four (4), inclusive, in Block lettered "A", and Lots numbered One (1) and Two (2), in Block lettered "B", in the subdivision known as PALATINE SUBDIVISION, as per plat thereof recorded in Plat Book 156 at Plat 17697, among the Land Records of Montgomery County, Maryland.

Lot numbered Five (5), in Block lettered "A", and Lots numbered Three (3) thru Seven (7), inclusive, in Block lettered "B", in the subdivision known as PALATINE SUBDIVISION, as per plat thereof recorded in Plat Book 156 at Plat 17698, among the Land Records of Montgomery County, Maryland.

Lots numbered Six (6), Sixteen (16) and Seventeen (17), in Block lettered "A", and Lots numbered Eight (8) thru Eleven (11), inclusive, in Block lettered "B", in the subdivision known as PALATINE SUBDIVISION, as per plat thereof recorded in Plat Book 156 at Plat 17699, among the Land Records of Montgomery County, Maryland.

Lots numbered Seven (7) thru Fifteen (15), inclusive, in Block lettered "A", in the subdivision known as PALATINE SUBDIVISION, as per plat thereof recorded in Plat Book 156 at Plat 17700, among the Land Records of Montgomery County, Maryland.

Lots numbered Eighteen (18) thru Twenty-Two (22), inclusive, in Block lettered "A", and Lots numbered Twelve (12) thru Fourteen (14), inclusive, in Block lettered "B", and Lot numbered Six (6), in Block lettered "C", in the subdivision known as PALATINE SUBDIVISION, as per plat thereof recorded in Plat Book 156 at Plat 17701, among the Land Records of Montgomery County, Maryland.

Lots numbered Twenty-Three (23) thru Twenty-Seven (27), inclusive, in Block lettered "A", in the subdivision known as PALATINE SUBDIVISION, as per plat thereof recorded in Plat Book 156 at Plat 17702, among the Land Records of Montgomery County, Maryland.

Lots numbered One (1) thru Five (5), inclusive, in Block lettered "C", in the subdivision known as PALATINE SUBDIVISION, as per plat thereof recorded in Plat Book 156 at Plat 17703, among the Land Records of Montgomery County, Maryland.



Lots numbered Fifteen (15) thru Eighteen (18), inclusive, in Block lettered "B", and Lots numbered Seven (7) thru Ten (10), inclusive, in Block lettered "C" in the subdivision known as PALATINE SUBDIVISION, as per plat thereof recorded in Plat Book 156 at Plat 17704, among the Land Records of Montgomery County, Maryland.

Lots numbered Fifteen (15) thru Nineteen (19), inclusive, in Block lettered "C", and Lots numbered One (1) thru Three (3), inclusive, in Block lettered "D", in the subdivision known as PALATINE SUBDIVISION, as per plat thereof recorded in Plat Book 156 at Plat 17705, among the Land Records of Montgomery County, Maryland.

Lots numbered Nineteen (19) thru Twenty-One (21), inclusive, and Thirty-One (31) and Thirty-Two (32), in Block lettered "B", and Lots numbered Eleven (11) and Twelve (12), in Block lettered "C", in the subdivision known as PALATINE SUBDIVISION, as per plat thereof recorded in Plat Book 156 at Plat 17706, among the Land Records of Montgomery County, Maryland.

Lot numbered Thirty-Three (33), in Block lettered "B", and Lots numbered Thirteen (13) and Fourteen (14), in Block lettered "C", and Lots numbered Four (4) thru Eight (8), inclusive, in Block lettered "D", in the subdivision known as PALATINE SUBDIVISION, as per plat thereof recorded in Plat Book 156 at Plat 17707, among the Land Records of Montgomery County, Maryland.

Lots numbered Twenty-Two (22), Twenty-Three (23), Twenty-Nine (29), and Thirty (30), in Block lettered "B", in the subdivision known as PALATINE SUBDIVISION, as per plat thereof recorded in Plat Book 156 at Plat 17708, among the Land Records of Montgomery County, Maryland.

Lots numbered Thirty-Four (34) thru Thirty-Six (36), inclusive, in Block lettered "B", and Lots numbered Nine (9) thru Eleven (11), inclusive, in Block lettered "D", in the subdivision known as PALATINE SUBDIVISION, as per plat thereof recorded in Plat Book 157 at Plat 17802, among the Land Records of Montgomery County, Maryland.

Lots numbered Twenty-Four (24) thru Twenty-Eight (28), inclusive, in Block lettered "B", in the subdivision known as PALATINE SUBDIVISION, as per plat thereof recorded in Plat Book 157 at Plat 17803, among the Land Records of Montgomery County, Maryland.



Lots numbered Thirty-Seven (37) and Thirty-Eight (38), in Block lettered "B", and Lots numbered Twelve (12) thru Seventeen (17), inclusive, in Block lettered "D", in the subdivision known as PALATINE SUBDIVISION, as per plat thereof recorded in Plat Book 157 at Plat 17804, among the Land Records of Montgomery County, Maryland.

Lots numbered Thirty-Nine (39) and Forty (40), in Block lettered "B", and Lots numbered Eighteen (18) and Nineteen (19), in Block lettered "D", and Lots numbered Seven (7) thru Nine (9), inclusive, in Block lettered "E", in the subdivision known as PALATINE SUBDIVISION, as per plat thereof recorded in Plat Book 157 at Plat 17805, among the Land Records of Montgomery County, Maryland.

Lots numbered Twenty (20) thru Twenty-Two (22), inclusive, in Block lettered "D", and Lots numbered Three (3) thru Six (6), inclusive, in Block lettered "E", in the subdivision known as PALATINE SUBDIVISION, as per plat thereof recorded in Plat Book 157 at Plat 17806, among the Land Records of Montgomery County, Maryland.

Lots numbered Twenty-Three (23) thru Twenty-Seven (27), inclusive, in Block lettered "D", and Lots numbered One (1) and Two (2), in Block lettered "E", in the subdivision known as PALATINE SUBDIVISION, as per plat thereof recorded in Plat Book 157 at Plat 17807, among the Land Records of Montgomery County, Maryland.

Lots numbered Forty-One (41) thru Forty-Three (43), inclusive, in Block lettered "B", and Lots numbered Ten (10) and Eleven (11), in Block lettered "E", in the subdivision known as PALATINE SUBDIVISION, as per plat thereof recorded in Plat Book 157 at Plat 17808, among the Land Records of Montgomery County, Maryland.

Lots numbered Forty-Four (44) and Forty-Five (45), in Block lettered "B", and Lots numbered Twelve (12) thru Fifteen (15), inclusive, in Block lettered "E", in the subdivision known as PALATINE SUBDIVISION, as per plat thereof recorded in Plat Book 157 at Plat 17809, among the Land Records of Montgomery County, Maryland.

Parent Tax I.D. No.: 6-389642

Title Insurer: Lawyers Title Insurance Corp.



## PALATINE ADDRESSES

revised 2/14/90

## SECTION 1

LOT BLOCK TAX NOS. ADDRESS

1	A	2870368	11300	PALATINE DRIVE
2	A	2870370	11304	PALATINE DRIVE
3	A	2870381	11308	PALATINE DRIVE
4	A	2870392	11312	PALATINE DRIVE
5	A	2870426	11320	PALATINE DRIVE
1	B	2870404	11301	PALATINE DRIVE
2	B	2870415	11311	PALATINE DRIVE
3	B	2870437	11315	PALATINE DRIVE
4	B	2870448	11319	PALATINE DRIVE
5	B	2870450	11323	PALATINE DRIVE
6	B	2870461	11327	PALATINE DRIVE
7	B	2870472	11331	PALATINE DRIVE

## SECTION 2

LOT BLOCK TAX NOS. ADDRESS

6	A	2870483	11330	PALATINE DRIVE OR 12521 PALATINE COURT (CORNER)
7	A	2870552	12517	PALATINE COURT
8	A	2870563	12513	PALATINE COURT
9	A	2870574	12509	PALATINE COURT
10	A	2870585	12505	PALATINE COURT
11	A	2870596	12501	PALATINE COURT
12	A	2870608	12500	PALATINE COURT
13	A	2870610	12504	PALATINE COURT
14	A	2870621	12508	PALATINE COURT
15	A	2870632	12512	PALATINE COURT
16	A	2870494	11340	PALATINE DR. OR 12516 PALATINE COURT (CORNER)
17	A	2870506	11344	PALATINE DRIVE
8	B	2870517	11335	PALATINE DRIVE
9	B	2870528	11339	PALATINE DRIVE
10	B	2870530	11343	PALATINE DRIVE
11	B	2870541	11347	PALATINE DRIVE

## SECTION 3

LOT BLOCK TAX NOS. ADDRESS

18	A	2870643	11348	PALATINE DRIVE
19	A	2870654	11352	PALATINE DRIVE
20	A	2870665	11356	PALATINE DR. OR 12529 NOBLE COURT (CORNER)
21	A	2870676	12525	NOBLE COURT
22	A	2870687	12521	NOBLE COURT
12	B	2870698	11351	PALATINE DRIVE
13	B	2870701	11355	PALATINE DRIVE
<del>14</del>	B	2870712	11401	PALATINE DRIVE
6	C	2870723	12520	NOBLE COURT

## SECTION 4

LOT BLOCK TAX NOS. ADDRESS

23	A	2870734	12517	NOBLE COURT
24	A	2870745	12513	NOBLE COURT
25	A	2870756	12509	NOBLE COURT
26	A	2870767	12505	NOBLE COURT
27	A	2870778	12501	NOBLE COURT
1	C	2870780	12500	NOBLE COURT
2	C	2870791	12504	NOBLE COURT
3	C	2870803	12508	NOBLE COURT
4	C	2870814	12512	NOBLE COURT
5	C	2870825	12516	NOBLE COURT



## SECTION 5

LOT	BLOCK	TAX NOS.	ADDRESS
15	B	2870836	11405 PALATINE DRIVE
16	B	2870847	11409 PALATINE DRIVE
17	B	2870858	11413 PALATINE DRIVE
18	B	2870860	11417 PALATINE DRIVE
19	B	2871000	12601 TRIBUNAL LA. OR 11421 PALATINE DR.
7	C	2870871	11404 PALATINE DRIVE
8	C	2870882	11408 PALATINE DRIVE
9	C	2870893	11412 PALATINE DRIVE
10	C	2870905	11416 PALATINE DRIVE
11	C	2871055	11420 PALATINE DRIVE

## SECTION 6

LOT	BLOCK	ADDRESS
20	B	2871011 12605 TRIBUNAL LANE
21	B	2871022 12609 TRIBUNAL LANE
22	B	2871157 12613 TRIBUNAL LANE
23	B	2871168 12617 TRIBUNAL LANE
29	B	2871170 12612 TRIBUNAL LANE
30	B	2871181 12608 TRIBUNAL LANE
31	B	2871033 12604 TRIBUNAL LANE
32	B	2871044 12600 TRIBUNAL LA. OR 11425 PALATINE DR.
12	C	2871066 11424 PALATINE DRIVE

## SECTION 7

LOT	BLOCK	TAX NOS.	ADDRESS
33	B	2871077	11429 PALATINE DR. OR 12701 GREENBRIAR RD.
13	C	2871088	11428 PALATINE DR. OR 12629 GREENBRIAR RD.
14	C	2871090	12625 GREENBRIAR ROAD
15	C	2870916	12621 GREENBRIAR ROAD
16	C	2870927	12617 GREENBRIAR ROAD
17	C	2870938	12613 GREENBRIAR ROAD
18	C	2870940	12609 GREENBRIAR ROAD
19	C	2870951	12605 GREENBRIAR ROAD
1	D	2870962	12604 GREENBRIAR ROAD
2	D	2870973	12610 GREENBRIAR ROAD
3	D	2870984	12620 GREENBRIAR ROAD
4	D	2871102	12624 GREENBRIAR ROAD
5	D	2871113	12628 GREENBRIAR ROAD
6	D	2871124	12632 GREENBRIAR ROAD
7	D	2871135	12636 GREENBRIAR ROAD
8	D	2871146	12700 GREENBRIAR ROAD



## SECTION 8

LOT	BLOCK	TAX NOS.	ADDRESS
24	B	12621	TRIBUNAL LANE
25	B	12625	TRIBUNAL LANE
26	B	12624	TRIBUNAL LANE
27	B	12620	TRIBUNAL LANE
28	B	12616	TRIBUNAL LANE

## SECTION 9

LOT	BLOCK	ADDRESS
34	B	12605 GREENBRIAR ROAD
35	B	12609 GREENBRIAR ROAD
36	B	12613 GREENBRIAR ROAD
37	B	12717 GREENBRIAR ROAD
38	B	12721 GREENBRIAR ROAD
9	D	12604 GREENBRIAR ROAD
10	D	12608 GREENBRIAR ROAD
11	D	12612 GREENBRIAR ROAD
12	D	11804 FORUM HILL COURT
13	D	11808 FORUM HILL COURT
14	D	11812 FORUM HILL COURT
15	D	11807 FORUM HILL COURT
16	D	11801 FORUM HILL CT. OR 122716 GREENBRIAR RD.
17	D	12720 GREENBRIAR ROAD

## SECTION 10

LOT	BLOCK	ADDRESS
39	B	12725 GREENBRIAR ROAD
40	B	11720 CENTURION WAY
41	B	11716 CENTURION WAY
42	B	11712 CENTURION WAY
43	B	11708 CENTURION WAY
44	B	11704 CENTURION WAY
45	B	11700 CENTURION WAY
18	D	12724 GREENBRIAR ROAD
19	D	12728 GREENBRIAR ROAD
7	E	11801 CENTURION WAY
8	E	11729 CENTURION WAY
9	E	11725 CENTURION WAY
10	E	11721 CENTURION WAY
11	E	11717 CENTURION WAY
12	E	11713 CENTURION WAY
13	E	11709 CENTURION WAY
14	E	11705 CENTURION WAY
15	E	11701 CENTURION WAY

## SECTION 11

LOT	BLOCK	ADDRESS
20	D	11804 CENTURION WAY
21	D	11808 CENTURION WAY
22	D	11812 CENTURION WAY
23	D	11816 CENTURION WAY
24	D	11820 CENTURION WAY
25	D	11824 CENTURION WAY
26	D	11828 CENTURION WAY
27	D	11832 CENTURION WAY
1	E	11825 CENTURION WAY
2	E	11821 CENTURION WAY
3	E	11817 CENTURION WAY
4	E	11813 CENTURION WAY
5	E	11809 CENTURION WAY
6	E	11805 CENTURION WAY



111

FIRST AMENDMENT TO  
THE PALATINE IN POTOMAC  
DECLARATION OF PROTECTIVE  
COVENANTS, RESTRICTIONS AND EASEMENTS

THIS FIRST AMENDMENT TO THE PALATINE IN POTOMAC DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS ("First Amendment") is made this 13th day of September, 1991, by the DUMONT OAKS CORPORATION, a Maryland corporation, 801 Wayne Avenue, Suite 300, Silver Spring, Maryland 20910 (hereinafter called the "Declarant").

WITNESSETH:

WHEREAS, Declarant executed THE PALATINE IN POTOMAC DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS ("Declaration") dated the 24th day of April, 1990; and

WHEREAS, the Declaration is recorded in Liber 9297, folio 022, among the Land Records of Montgomery County, Maryland; and

WHEREAS, Article VII, Section 2. of the Declaration provides that the Declaration may be amended from time to time; and

WHEREAS, it is Declarant's intention to provide an easement in, through, over and across the hereinafter described strips or parcels of land (hereinafter called the "Easement Area"), for the use and benefit of the Lots as described in the Declaration for the reconstruction, maintenance and repair of an entrance feature for said subdivision; and

WHEREAS, it is Declarant's intention that said entrance feature shall be reconstructed, maintained and repaired at the joint and equal expense of the Owners of all of said Lots at such time as said reconstruction, maintenance and repairs become reasonably necessary; and

WHEREAS, Declarant desires to amend the Declaration, as set forth herein.

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NOW, THEREFORE, the Declarant hereby declares that all of the Lots shall be held, transferred, sold and conveyed in perpetuity subject to and together with the following easement for the reconstruction, maintenance and repair of the entrance feature, located on the following Easement Area described by metes and bounds legal description set forth on Exhibit A attached hereto and made a part hereof by this reference (hereinafter called "Easement Area").

MISC I  
Parcel ID  
13101.00  
#4-5500 1000

1. ARTICLE IV, USE RESTRICTIONS, is hereby amended by adding the following Section.



Declarant hereby expressly reserves the right, but shall not be required to, reconstruct, maintain and repair the entrance feature on the Easement Area, including, but not limited to, excavation and removal of trees where reasonably required.

Said Easement Area is given for the sole purpose of ingress, egress to, reconstruct, maintain and repair.

Subject to ARTICLE III, ARCHITECTURAL CONTROL, of said Declaration, all of the said Owners shall be responsible for their proportionate share of the cost of reconstructing, maintaining and repairing the entrance feature now located on the Easement Area in good condition, including replacing light bulbs, if any, paying electric bills, if any, cutting grass and trimming and maintaining shrubbery, trees and flowers on or about same, all of which are reasonably necessary for the proper upkeep and maintenance of said entrance feature on said Easement Area.

In the event any Owner fails to pay for his/her proportionate share of the costs as above, within thirty (30) calendar days of mailing of a proper bill for same, such failure shall be deemed a violation hereunder, and the remedies provided for herein shall be available.

All of the said Owners of said Lots, from time to time, shall indemnify and defend the Owners of Lot numbered One (1), in Block lettered "A", and Lots numbered One (1) and Two (2), in Block lettered "B", in the subdivision known as PALATINE SUBDIVISION, as per plat thereof recorded in Plat Book 156 at Plat 17697, among the Land Records of Montgomery County, Maryland, from time to time, against and hold the same harmless from, any and all claims, actions, damages, liability or expense in connection with any and all injuries to or deaths to persons, or damage to property, suffered by the same, arising out of the reconstruction, repair, or maintenance of said entrance feature, and/or arising out of the exercise or use, passive or active, of the Easement Area by or occasioned wholly or in part by any act or omission with respect to the same.

The Declarant, its agents and employees, or its assigns, and the Control Committee shall have an irrevocable right and an easement to enter the Easement Area for the purposes of exercising the rights and fulfilling the obligations established by this First Amendment to Declaration of Protective Covenants and Restrictions and any Supplementary Declarations recorded hereafter.

No advertising signs, or billboards shall be displayed or placed upon the Easement Area.

No alterations, excavations, grading or other changes shall be made to the general character and topography of the Easement Area without the prior written consent of the Control Committee.



CIVIL

FIRST AMENDMENT TO  
THE PALATINE IN POTOMAC  
DECLARATION OF PROTECTIVE  
COVENANTS, RESTRICTIONS AND EASEMENTS

THIS FIRST AMENDMENT TO THE PALATINE IN POTOMAC DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS ("First Amendment") is made this 13th day of September, 1991, by the DUMONT OAKS CORPORATION, a Maryland corporation, 801 Wayne Avenue, Suite 300, Silver Spring, Maryland 20910 (hereinafter called the "Declarant").

WITNESSETH:

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WHEREAS, the Declaration is recorded in Liber 9297, folio 022, among the Land Records of Montgomery County, Maryland; and

WHEREAS, Article VII, Section 2. of the Declaration provides that the Declaration may be amended from time to time; and

WHEREAS, it is Declarant's intention to provide an easement in, through, over and across the hereinafter described strips or parcels of land (hereinafter called the "Easement Area"), for the use and benefit of the Lots as described in the Declaration for the reconstruction, maintenance and repair of an entrance feature for said subdivision; and

WHEREAS, it is Declarant's intention that said entrance feature shall be reconstructed, maintained and repaired at the joint and equal expense of the Owners of all of said Lots at such time as said reconstruction, maintenance and repairs become reasonably necessary; and

WHEREAS, Declarant desires to amend the Declaration, as set forth herein.

36  
1  
12

NOW, THEREFORE, the Declarant hereby declares that all of the Lots shall be held, transferred, sold and conveyed in perpetuity subject to and together with the following easement for the reconstruction, maintenance and repair of the entrance feature, located on the following Easement Area described by metes and bounds legal description set forth on Exhibit A attached hereto and made a part hereof by this reference (hereinafter called "Easement Area").

MISC I  
PARCELED  
13101.00  
EXHIBIT A  
#459960

1. ARTICLE IV, USE RESTRICTIONS, is hereby amended by adding the following Section.



Declarant hereby expressly reserves the right, but shall not be required to, reconstruct, maintain and repair the entrance feature on the Easement Area, including, but not limited to, excavation and removal of trees where reasonably required.

Said Easement Area is given for the sole purpose of ingress, egress to, reconstruct, maintain and repair.

Subject to ARTICLE III, ARCHITECTURAL CONTROL, of said Declaration, all of the said Owners shall be responsible for their proportionate share of the cost of reconstructing, maintaining and repairing the entrance feature now located on the Easement Area in good condition, including replacing light bulbs, if any, paying electric bills, if any, cutting grass and trimming and maintaining shrubbery, trees and flowers on or about same, all of which are reasonably necessary for the proper upkeep and maintenance of said entrance feature on said Easement Area.

In the event any Owner fails to pay for his/her proportionate share of the costs as above, within thirty (30) calendar days of mailing of a proper bill for same, such failure shall be deemed a violation hereunder, and the remedies provided for herein shall be available.

All of the said Owners of said Lots, from time to time, shall indemnify and defend the Owners of Lot numbered One (1), in Block lettered "A", and Lots numbered One (1) and Two (2), in Block lettered "B", in the subdivision known as PALATINE SUBDIVISION, as per plat thereof recorded in Plat Book 156 at Plat 17697, among the Land Records of Montgomery County, Maryland, from time to time, against and hold the same harmless from, any and all claims, actions, damages, liability or expense in connection with any and all injuries to or deaths to persons, or damage to property, suffered by the same, arising out of the reconstruction, repair, or maintenance of said entrance feature, and/or arising out of the exercise or use, passive or active, of the Easement Area by or occasioned wholly or in part by any act or omission with respect to the same.

The Declarant, its agents and employees, or its assigns, and the Control Committee shall have an irrevocable right and an easement to enter the Easement Area for the purposes of exercising the rights and fulfilling the obligations established by this First Amendment to Declaration of Protective Covenants and Restrictions and any Supplementary Declarations recorded hereafter.

No advertising signs, or billboards shall be displayed or placed upon the Easement Area.

No alterations, excavations, grading or other changes shall be made to the general character and topography of the Easement Area without the prior written consent of the Control Committee.



No roadway or private drive shall be constructed upon the Easement Area without the prior written consent of the Control Committee.

Notwithstanding anything herein to the contrary, the Owners of Lot numbered One (1), in Block lettered "A", and Lots numbered One (1) and Two (2), in Block lettered "B", in the subdivision known as PALATINE SUBDIVISION, as per plat thereof recorded in Plat Book 156 at Plat 17697, among the Land Records of Montgomery County, Maryland, from time to time, may plant on their respective Lot, grass, herbaceous materials and shrubs within the Easement Area without obtaining the Commission's prior consent, provided such plantings do not substantially alter the topography of the Easement Area and provided that such landscaping is approved in writing by the Control Committee.


Notwithstanding anything herein to the contrary, the Owners of Lot numbered One (1), in Block lettered "A", and Lots numbered One (1) and Two (2), in Block lettered "B", in the subdivision known as PALATINE SUBDIVISION, as per plat thereof recorded in Plat Book 156 at Plat 17697, among the Land Records of Montgomery County, Maryland, from time to time, may remove from their respective Lot, noxious weeds, brush and debris from the Easement Area without obtaining the Control Committee's prior written consent.

TO HAVE AND TO HOLD said easement above-described or mentioned and hereby intended to be granted and conveyed together with the rights, privileges, appurtenances and advantages thereunto belonging or appertaining unto and to the only proper use, benefit and behalf, forever, of any and all of the said Lots in the subdivision known as "PALATINE SUBDIVISION" as recorded among the Land Records of Montgomery County, Maryland.

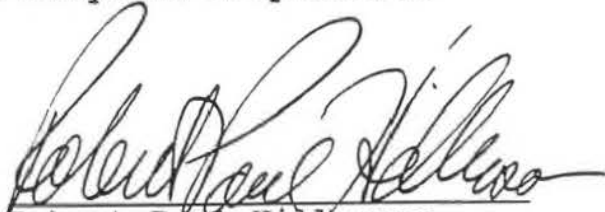
IN TESTIMONY WHEREOF, the DUMONT OAKS CORPORATION, a Maryland corporation, has caused these presents to be signed in its corporate name by ROBERT PAUL HILLERSON, its President, and its corporate seal to be hereunto affixed, as attested by DAVID WEISS, its Secretary, on the day and year hereinbefore written.

DUMONT OAKS CORPORATION,  
a Maryland corporation

Attest:

  
David Weiss, Secretary  
[corporate seal]

By:

  
Robert Paul Hillerson,  
President



STATE OF MARYLAND

COUNTY OF MONTGOMERY, to-wit:

I HEREBY CERTIFY that the foregoing FIRST AMENDMENT TO THE PALATINE IN POTOMAC DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS was executed and delivered pursuant to and in strict conformity with provisions of a Resolution of the Board of Directors of the DUMONT OAKS CORPORATION, a Maryland corporation, passed at a regularly called meeting of said Board of Directors, and that a quorum was present at said meeting.



  
 DAVID WEISS, Secretary

STATE OF MARYLAND

COUNTY OF MONTGOMERY, to-wit:

On this 13th day of September, 1991, 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 foregoing instrument, and acknowledged himself to be President of DUMONT OAKS CORPORATION, a Maryland corporation, and that he, as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained, as the act and deed of said Corporation.

In Witness Whereof, I hereunto set my hand and official seal.

  
 Notary Public  
 Teresa W. Hopkins  


My commission expires: 4/1/93



## EXHIBIT "A"

Page 1 of 4

to

Declaration of Easement  
for Entrance FeatureEasement Area:

Being two (2) strips or parcels of land hereinafter described as part one and part two and being a part of the same land as conveyed to Dumont Oaks Corporation, A Maryland Corporation from Eugene B. Casey and Betty Brown Casey by deed dated June 21, 1985, and recorded among the Land Records of Montgomery County, Maryland in Liber 6776 at Folio 327 and also being a part of Lot 1, Block "A" and Lots 1 and 2, Block "B" as shown on a plat of subdivision entitled "PALATINE" and recorded among the aforesaid Land Records in Plat Book 156 at Plat No. 17697, and more particularly described as follows

## PART ONE

Beginning at the southeasterly corner of said Lot 1, Block "A", said corner being on the westerly right-of-way line of Piney Meetinghouse Road (Ultimate 80 foot right-of-way); thence leaving said corner and binding with a part of the southerly line of Lot 1, Block "A" the following course and distance

## EXHIBIT "A" - Page 2 of 4

1. North  $73^{\circ}47'19''$  West, 15.44 feet to a point; thence leaving said southerly line of Lot 1, Block "A" and running in, through, over and across said Lot 1, Block "A" the following four (4) courses and distances
2. North  $10^{\circ}05'53''$  East, 252.16 feet to a point; thence
3. North  $32^{\circ}40'30''$  West, 14.47 feet to a point; thence
4. North  $80^{\circ}42'24''$  West, 13.62 feet to a point; thence
5. North  $09^{\circ}17'36''$  East, 22.67 feet to a point along the southwesterly right-of-way line of Palatine Drive, (70 feet wide), said point being on a curve identified as Curve No. 7 as shown on said Plat No. 17697; thence running with a part of said curve and with said right-of-way line of Palatine Drive and Piney Meetinghouse Road the following courses and distances
6. 14.89 feet along the arc of a curve deflecting to the left, having a radius of 305.00 feet and a chord bearing and length of South  $70^{\circ}54'39''$  East, 14.89 feet to a point; thence
7. South  $32^{\circ}40'30''$  East, 37.17 feet to a point; thence
8. South  $09^{\circ}17'36''$  West, 36.52 feet to a point; thence
9. 220.80 feet along the arc of a curve deflecting to the right, having a radius of 5481.18 feet and a chord bearing and length of South  $10^{\circ}26'51''$  West, 220.78 feet to the point of beginning containing 4931 square feet or 0.1132 of an acre of land, more or less.

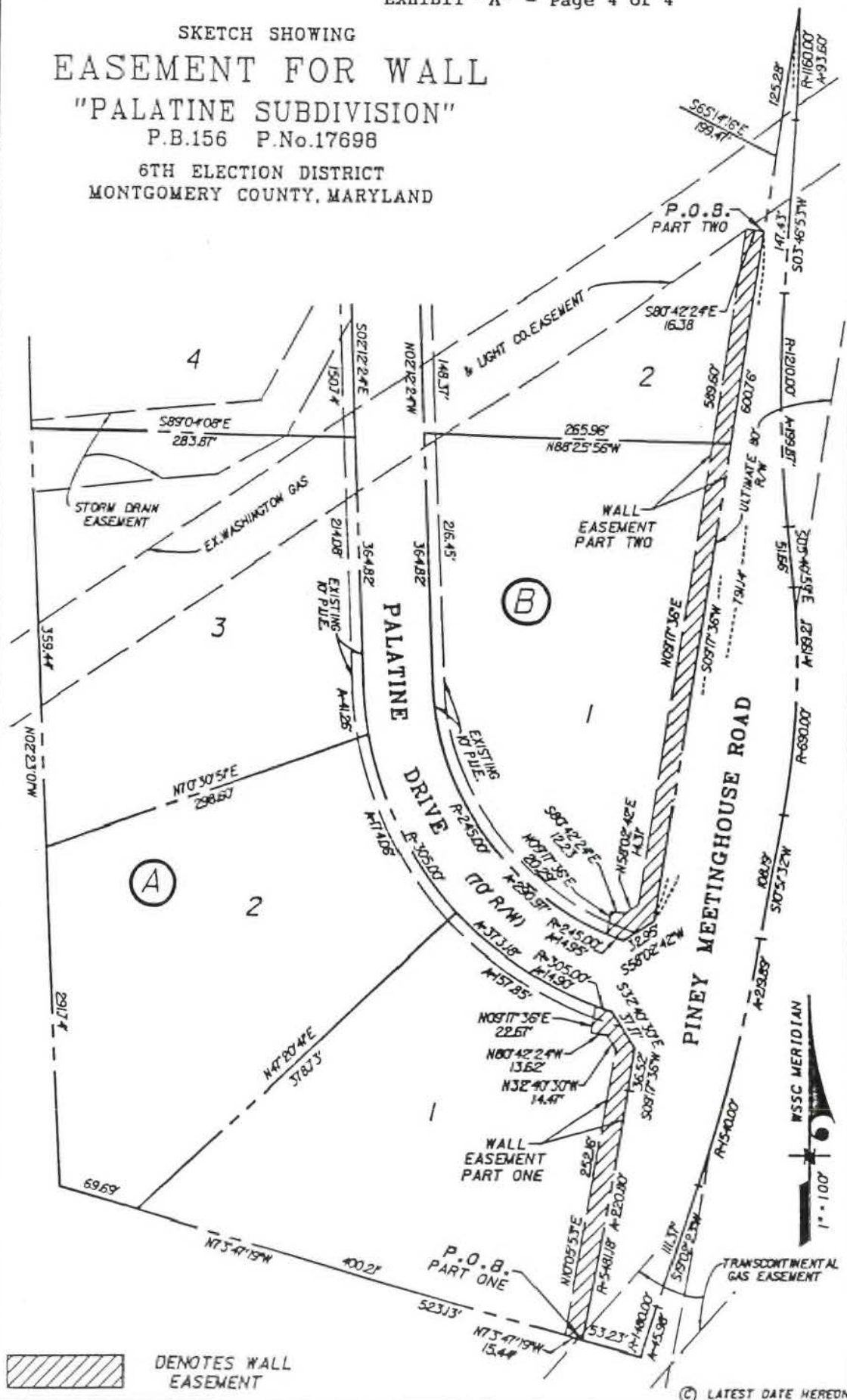


# SKETCH SHOWING EASEMENT FOR WALL

## "PALATINE SUBDIVISION"

P.B.156 P.No.17698

6TH ELECTION DISTRICT  
MONTGOMERY COUNTY, MARYLAND



GREENHORNE & O'MARA, INC.

15020 SHADY GROVE ROAD, \* 300  
ROCKYVILLE, MARYLAND 20850  
(301) 738-3890

## EXHIBIT "A" - Page 3 of 4

## PART TWO

Beginning at a point on the westerly right-of-way line of said Piney Meetinghouse Road, said point being on the easterly plat line of Lots 1 and 2, Block "B" as shown on said Plat No. 17697 and also being 600.76 feet from the end of the South  $09^{\circ}17'36''$  West, 791.14 foot plat line of said plat; thence running with said plat line the following course and distance

1. South  $09^{\circ}17'36''$  West, 600.76 feet to a point; thence leaving plat line and binding with the northerly and/or northeasterly right-of-way line of Palatine Drive the following two (2) courses and distances
2. South  $58^{\circ}02'42''$  West, 32.95 feet to a point; thence
3. 14.95 feet along an arc of a curve deflecting to the right, having a radius of 245.00 feet and a chord bearing and length of North  $68^{\circ}30'15''$  West, 14.94 feet to a point; thence leaving said right-of-way line of Palatine Drive and running in, through, over and across Lots 1 and 2, Block "B" the following five (5) courses and distances
4. North  $09^{\circ}17'36''$  East, 20.29 feet to a point; thence
5. South  $80^{\circ}42'24''$  East, 12.23 feet to a point; thence
6. North  $58^{\circ}02'42''$  East, 14.31 feet to a point; thence
7. North  $09^{\circ}17'36''$  East, 589.60 feet to a point; thence
8. South  $80^{\circ}42'24''$  East, 16.38 feet to the point of beginning containing 10,498 square feet or 0.2410 of an acre of land, more or less.



LOT	BLOCK	TAX I.D. NO.	LOT	BLOCK	TAX I.D. NO.
1	A	6-42-2870368	33	B	6-42-2871077
2	A	-2870370	13	C	-2871088
3	A	-2870381	14	C	-2871090
4	A	-2870392	15	C	-2870916
5	A	-2870426	16	C	-2870927
1	B	-2870404	17	C	-2870938
2	B	-2870415	18	C	-2870940
3	B	-2870437	19	C	-2870951
4	B	-2870448	1	D	-2870962
5	B	-2870450	2	D	-2870973
6	B	-2870461	3	D	-2870984
7	B	-2870472	4	D	-2871102
6	A	-2870483	5	D	-2871113
7	A	-2870552	6	D	-2871124
8	A	-2870563	7	D	-2871135
9	A	-2870574	8	D	-2871146
10	A	-2870585			
11	A	-2870596	24	B	-2877518
12	A	-2870608	25	B	-2877520
13	A	-2870610	26	B	-2877531
14	A	-2870621	27	B	-2877542
15	A	-2870632	28	B	-2877553
16	A	-2870494	34	B	-2877451
17	A	-2870506	35	B	-2877462
8	B	-2870517	36	B	-2877473
9	B	-2870528	37	B	-2877815
10	B	-2870530	38	B	-2877826
11	B	-2870541	9	D	-2877484
18	A	-2870643	10	D	-2877495
19	A	-2870654	11	D	-2877507
20	A	-2870665	12	D	-2877837
21	A	-2870676	13	D	-2877848
22	A	-2870687	14	D	-2877850
12	B	-2870698	15	D	-2877861
13	B	-2870701	16	D	-2877872
14	B	-2870712	17	D	-2877883
6	C	-2870723	39	B	-2877894
23	A	-2870734	40	B	-2877906
24	A	-2870745	41	B	-2878103
25	A	-2870756	42	B	-2878114
26	A	-2870767	43	B	-2878125
27	A	-2870778	44	B	-2878158
1	C	-2870780	45	B	-2878160
2	C	-2870791	18	D	-2877917
3	C	-2870803	19	D	-2877928
4	C	-2870814	7	E	-2877930
5	C	-2870825	8	E	-2877941
15	B	-2870836	9	E	-2877952
16	B	-2870847	10	E	-2878136
17	B	-2870858	11	E	-2878147
18	B	-2870860	12	E	-2878171
19	B	-2871000	13	E	-2878182
7	C	-2870871	14	E	-2878193
8	C	-2870882	15	E	-2878205
9	C	-2870893	20	D	-2877963
10	C	-2870905	21	D	-2877974
11	C	-2871055	22	D	-2877985
20	B	-2871011	23	D	-2878034
21	B	-2871022	24	D	-2878045
22	B	-2871157	25	D	-2878056
23	B	-2871168	26	D	-2878067
29	B	-2871170	27	D	-2878078
30	B	-2871181	1	E	-2878080
31	B	-2871033	2	E	-2878091
32	B	-2871044	3	E	-2877996
12	C	-2871066	4	E	-2878001
			5	E	-2878012
			6	E	-2878023