

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by CHERRY WALK JOINT VENTURE, a Maryland Partnership, hereinafter referred to as "Declarant".

AUG 24-79 * 21338 *****
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WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Charles County, State of Maryland, which is more particularly described in Exhibit A, attached hereto and made a part hereof.

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

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to LAUREL BRANCH HOME OWNERS ASSOCIATION, INC., its successors and assigns.

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

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

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners as deeded to the Association by the Declarant or its successors. The Common Area to be owned by the Association at the time of the conveyance of the first lot shall be all property as described in Exhibit A with the exception of lots, streets, roads and all areas dedicated to public use.

Section 5. "Member" shall mean and refer to all those Owners who are members of the Association.

Section 6. "Mortgagee" shall mean and refer to the holder of any permanent first mortgage or deed of trust on any Lot.

Section 7. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision plat of the Properties with the exception of the Common Area.

Section 8. "Declarant" shall mean and refer to CHERRY WALK JOINT VENTURE, its successors and assigns.

Section 9. "Improvements" shall mean any permanent structure or amenity to be constructed by the Declarant on the Common Area.

ARTICLE II

PROPERTY RIGHTS

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

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

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

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by 2/3rds of each class of members has been recorded; No such instrument shall be required, however, to dedicate or transfer to Charles County and/or the Department of Public Works of the water, sewer and flood control systems;

(d) the right of Declarant, to reserve from the conveyance of the Common Area the right to grant easements and rights-of-way through, under, and over and across the Common Area so conveyed, for the installation, maintenance and inspection of lines and appurtenances for public or private water, sewer drainage, fuel oil and all other utilities or for any other reason necessary to develop the subdivision; and the right of the Association to grant easements and rights-of-way through, under and over and across the Common Area, for installation, maintenance and inspection of lines and appurtenances for public or private water, sewer, drainage and other utilities;

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

and the recreational facilities located thereon.

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

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

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

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

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

- (a) When the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership; or

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(b) on January 1, 1989.

ARTICLE IVCOVENANTS FOR MAINTENANCE ASSESSMENTS

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

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the improvements and maintenance of the Common Area, and to promote the recreation, health, safety and welfare of the residents in the properties.

Section 3. Maximum Annual Assessments. Until January 1 of the year immediately following the conveyance of the first lot to an owner the maximum annual assessment for Class A members shall be Twenty Dollars (\$20.00) per lot per year, payable annually, and for Class B Members, fifty percent (50%)

of the Class A Member's assessment per lot, payable annually.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an owner, the maximum annual assessment may be increased each year not more than five percent (5%) above the maximum assessment for the previous year (or by any increase in the consumer price index maintained by the Department of Labor using the previous assessment month and year as the base month and year) whichever is greater, without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased above the amount specified in (a) above by a vote of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 and 4 shall be sent to all members not less than 15 days nor more

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than 30 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present another meeting may be called subject to the same notice requirements and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Special assessments must be fixed at a uniform rate for all Lots and shall be collected on an annual basis.

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

Section 8. Effect of a Nonpayment of Assessments:
Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date of six (6%) percent per annum. The Association may bri

an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his Lot.

Section 9. Notice of Lien. No action shall be brought to foreclose said assessment lien or to proceed under the power of sale herein provided less than thirty (30) days after the date a notice of claim of lien is deposited in the United States mail, certified or registered, postage prepaid, to the owner of said lot, and a copy thereof is recorded by the Association in the Office of the County Recorder in which the properties are located; such notice of claim must recite a good and sufficient legal description of any such lot, the record owner or reputed owner thereof, the amount claimed (which may at Association's option include interest on the unpaid assessment at the legal rate, plus reasonable attorney's fees and expenses of collection in connection with the debt secured by said lien), and the name and address of claimant.

Section 10. Curing of Default. Upon the timely curing of any default for which a notice of claim of lien was filed by the Association, the officers of the Association are hereby authorized to file or record, as the case may be, an appropriate release of such notice, upon payment by the default owner of a fee, to be determined by the Association, but not to exceed Thirty-Five Dollars (\$35.00), to cover costs of preparing and filing or recording such release.

Section 11. Cumulative Remedies. The assessment lien and the rights to foreclosure and sale thereunder shall be in addition to and not in substitution for all other rights and remedies which the Association and its assigns may have hereunder.

and by law, including a suit to recover a money judgment for unpaid assessments, as above provided.

Section 12. Subordination of the Lien to Mortgages.
The lien of the assessments provided for herein shall be and is hereby subordinate to the lien of any first mortgage or deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to Mortgage or Deed of Trust foreclosure or any proceedings in lieu thereof, shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessment thereafter becoming due from the lien thereof.

Section 13. Notice to Mortgagees. Upon request, the Association shall notify the holder of the first mortgage on any Lot for which any assessment levied pursuant to this Declaration becomes delinquent for a period in excess of sixty (60) days and in any other case where the owner of such Lot is in default with respect to the performance of any other obligation hereunder for a period in excess of sixty (60) days. Such notification shall be in writing.

ARTICLE V

DUTIES AND POWERS OF THE ASSOCIATION

Section 1. In addition to the duties and powers enumerated in its Articles of Incorporation, and By-Laws, or elsewhere provided for herein, and without limiting the generality thereof, the Association shall:

(a) Own, maintain, improve, construct, reconstruct (in the event of deterioration or destruction) and manage the common area and all facilities, improvements and landscaping thereon, and all property acquired by the Association, and to pay all the costs thereof;

(b) Pay all real estate and personal property taxes

and other charges assessed against the common area;

(c) Have the authority to obtain, for the benefit of the Common Area, all water, gas and electric service and refuse collection;

(d) Grant easements where necessary for utilities and sewer facilities over the Common Area to serve the Common Area;

(e) Maintain such policy or policies of insurance on the Common Area as the Board of Directors of the Association deems necessary or desirable in furthering the purposes of and protecting the interests of the Association and its members;

(f) Have the authority to employ a manager or other persons and to contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association, provided that any contract with a person or firm appointed shall not exceed One (1) year in term unless approved by a majority of the members of the Association with the exception of an insurance contract that may be for a period not to exceed three (3) years.

(g) Enforce applicable provisions of this Declaration and by By-Laws of the Association and establish and enforce uniform rules and regulations pertaining to the use of the Common Area;

(h) Have the authority to contract for fire, casualty, liability and other insurance on behalf of the Association;

(i) Have the right to enter upon any privately owned lot where necessary in connection with construction, maintenance or repair of the Common Area;

Section 2. Maintenance of Records. The Association shall maintain adequate books and records and a first mortgagee shall have the right to examine the books and records of the Association during regular business hours and upon reasonable notice.

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ARTICLE VIARCHITECTURAL CONTROL

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

ARTICLE VIIGENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain

in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date the Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety (90%) percent of the lot owners and thereafter by an instrument signed by not less than seventy-five (75%) percent of the lot owners. Any amendment must be recorded.

Section 4. Annexation. Additional land within the area described in Liber 364 at Folio 115 and Liber 332 at Folio 2 and Liber 559 at Folio 297 of the Land Records of Charles County and other properties abutting or adjoining the property described in Exhibit A may be annexed by the Declarant without the consent of the members within ten (10) years of the date of this instrument provided that the Federal Housing Administration and Veterans Administration determine that the annexation is in accord with the general plan heretofore approved by them.

Section 5. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of common area, the amendment of this Declaration of Covenants, Conditions and Restrictions.

WITNESS the hand and seal of the Declarant this

22nd day of August, 1979.

WITNESS:

[Signature]

CHERRY WALK JOINT VENTURE

[Signature] (SEAL)
By: William J. Argo, Jr., Pres.
Resource Consultants and
Developers, Inc., General
Partner

STATE OF MARYLAND
COUNTY OF CHARLES

I HEREBY CERTIFY that on this 22nd day of August, 1979, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared William J. Argo, J President of Resource Consultants and Developers, Inc., General Partner of Cherry Walk Joint Venture, who executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and notarial seal.

Leslie A. Hudson
Notary Public
My Commission Expires: 7/1/82

Being a parcel of land situated in the 6th Election District of Charles County, Maryland, said parcel being parts of the land conveyed from George W. Clements et al to Laurel Branch Associates as recorded in Liber 364 at Folio 115 and from Marguerite W. Edelen et al to Laurel Branch Associates as recorded in Liber 332 at Folio 23 both among the land records of Charles County, Maryland, and more particularly described as follows:

Beginning at a point at the intersection of the south side of a public road leading from Bensville to Waldorf and being designated as State Highway No. 228 and the westerly right-of-way line of a road leading to a former Nike site, said right-of-way being described and recorded in Liber 337 at Folio 230 among the aforesaid land records and all shown on boundary plats prepared by D. H. Steffens and entitled "Land of E. LEIGH EDELEN HEIRS" and dated November 20, 1973 and entitled "Land of GEORGE W. CLEMENTS and MARY L. CLEMENTS" and dated October 23, 1973, and thence with the said right-of-way to the former Nike site and with the land of now or formerly J. E. Bracey south $24^{\circ} 45' 24''$ east 71.13 feet to a point; thence with the land of now or formerly W. E. Edelen and Laurel Branch Associates (Liber 332, Folio 23) south $15^{\circ} 16' 06''$ east 383.19 feet to a point; thence with a proposed 50 foot right-of-way and through the land of Laurel Branch Associates (Liber 332, Folio 23) the following bearing and distances:

31.41 feet along the arc of a curve to the right, said curve having a radius of 20.00 feet a chord bearing and distance of south $29^{\circ} 44' 19''$ west 28.28 feet to a point; thence south $74^{\circ} 44' 19''$ west 178.46 feet to a point; thence 127.39 feet along the arc of a curve to the left, said curve having a radius of 225.00 feet a chord bearing and chord distance of south $58^{\circ} 31' 07.5''$ west 125.70 feet to a point; thence south $42^{\circ} 17' 56''$ west 111.00 feet to a point; thence leaving said proposed right-of-way and continuing through the land of Laurel Branch Associates north $47^{\circ} 42' 04''$ west 198.83 feet to a point on the line of now or formerly J. E. Bracey; thence with said land of Bracey south $42^{\circ} 17' 35''$ west 1,437.28 feet to a point, thence with the land of Karl H. Smith south $64^{\circ} 38' 36''$ east 953.68 feet to a point; thence with the same south $06^{\circ} 22' 16''$ east 1,136.65 feet to a point; thence with the same south $66^{\circ} 37' 10''$ east 354.79 feet to a point; thence through the land of said Laurel Branch Associates (Liber 332, Folio 23) the following bearings and distances:

North $23^{\circ} 23' 14''$ east 286.04 feet to a point; thence
 North $06^{\circ} 22' 16''$ west 414.72 feet to a point; thence
 North $16^{\circ} 58' 00''$ east 66.71 feet to a point; thence
 North $29^{\circ} 36' 37''$ east 193.94 feet to a point; thence
 North $60^{\circ} 23' 23''$ west 200.00 feet to a point; thence
 North $29^{\circ} 36' 37''$ east 254.20 feet to a point; thence

45.81 feet along the arc of a curve to the right, said curve having a radius of 20.00 feet a chord bearing and chord distance of south $84^{\circ} 46' 0$ east 36.43 feet to a point; thence south $87^{\circ} 12' 47''$ east 53.90 feet to a point; thence north $70^{\circ} 51' 17''$ east 247.68 feet to a point; thence south $62^{\circ} 29' 51''$ east 221.69 feet to a point on the property line of now or formerly George W. Clements; thence with the land of said Clements north $15^{\circ} 20' 06''$ west 279.79 feet to a point; thence with the same north $11^{\circ} 50' 04''$ west 223.566 feet to a point; thence with the same north $23^{\circ} 34' 33''$ west 244.06 feet to a point; thence with the land of now or formerly Joseph Buckler north $21^{\circ} 36' 18''$ west 56.90 feet to a point; thence with the same north $21^{\circ} 37' 13''$ west 63.06 feet to a point; thence with the same north $10^{\circ} 58' 39''$ west 159.73 feet to the point at the southerly corner of the aforesaid right-of-way leading to a former Nike site; thence with said right-of-way north $18^{\circ} 17' 43''$ west 140.92 feet to a point; thence through the land of Laurel Branch Associates the following bearing and distances:

South $71^{\circ} 42' 17''$ west 199.66 feet to a point; thence North $18^{\circ} 15' 21''$ west 195.17 feet to a point; thence South $70^{\circ} 51' 17''$ west 60.51 feet to a point; thence North $47^{\circ} 42' 04''$ west 234.10 feet to a point on a proposed 50 foot right-of-way; thence with said right-of-way and continuing through the land of Laurel Branch Associates (Liber 332, Folio 23) the following bearings and distances:

North $42^{\circ} 17' 56''$ east 111.00 feet to a point; thence 99.08 feet along the arc of a curve to the right, said curve having a radius of 175.00 feet a chord bearing and chord distance north $58^{\circ} 31' 07.5''$ east 97.76 feet to a point; thence north $74^{\circ} 44' 19''$ east 178.47 feet to a point; thence 31.42 feet along the arc of curve to the right, said curve having a radius of 20.00 feet, a chord bearing and chord distance of south $60^{\circ} 15' 41''$ east 28.28 feet to a point on the westerly right-of-way line leading to the former Nike site; thence crossing said right-of-way line and through the land of Laurel Branch Associates (Liber 364, Folio 115) north $74^{\circ} 43' 54''$ east 84.18 feet to a point on the easterly side of said right-of-way; thence with the said easterly right-of-way line and continuing through the land of Laurel Branch Associates (Liber, Folio 115) the following bearings and distances north $13^{\circ} 32' 55''$ west 490.1008 feet to a point; thence north $24^{\circ} 54' 26''$ west 93.93 feet to a point on the southerly right-of-way line of aforesaid State Highway No. 228; thence with said Highway south $52^{\circ} 23' 01''$ west 102.91 feet to the point of beginning.

Containing 54.0 acres of land more or less, subject to the aforesaid right-of-way to the former Nike site as described and recorded in Liber 337 at Folio 230 among the aforesaid land records subject to a right-of-way to the United States of America by deed recorded in Liber 114 at Folio 519 among the aforesaid land records.

Subject to all other easements of record.

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AMENDED
DECLARATION OF PROTECTIVE COVENANTS

THIS DECLARATION, made and entered into this 12th day of January, 1980, by CHERRY WALK JOINT VENTURE, a general Maryland Partnership, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, the Declarant is the owner, in fee simple, of fifty-two (52) lots known as Laurel Branch Subdivision, Section I, Charles County, Maryland, as recorded among the Plat Records of Charles County, Maryland, in Plat Book 27, at folio 115, and

WHEREAS, the Declarant is the contract purchaser of additional land adjacent to and abutting said lots which said Declarant intends to subdivide into additional lots also to be known as Laurel Branch Subdivision, and

WHEREAS, the Declarant intends to develop and improve said lots or parcels of ground and to layout thereon streets and roads as shown on the plats presently recorded or to be recorded at a future date, and desires to subject the lots or parcels of land as more particularly described herein to certain covenants, agreements, easements, restrictions and conditions, as hereinafter setout; and

WHEREAS, the Declarant desires to make covenants, agreements, easements, restrictions and conditions hereinafter set forth with regard to said lots or parcels of ground binding upon the Declarant, its successors and assigns.

NOW, THEREFORE, the Declarant for itself, its successors and assigns, in consideration of the mutual benefits to be derived by it, publishes and imposes the covenants, agreements, easements, restrictions and conditions hereinafter

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set forth on all lots as recorded or to be recorded among the Plat Records of Charles County, aforesaid; of that subdivision known as Laurel Branch Subdivision, as the same are set forth on said plats recorded or to be recorded as aforesaid, which covenants shall run with the aforesaid land:

1. Land Use and Building Type:

a. The lots herein referred to shall be used only for the purposes of single-family residence and appropriate uses and accessory thereto. No building shall be erected thereon except a single-family dwelling house and garage, appurtenant thereto, not to exceed 2 1/2 stories in height, and no such garage shall be erected except simultaneously or subsequent to the erection of the residence.

b. No business or occupation of any kind, other than that which is allowed by County ordinances may, at any time, be carried on or permitted on any lot.

2. Architectural Control:

No building or other structure shall be erected or altered unless the plans (including the site and clearing plan), specifications (including color scheme, and plot plan therefore) are submitted to and formally approved in writing by the Declarant, its successors and/or assigns, or an architectural review committee appointed by the Declarant or its assigns.

3. Building Location:

No building shall be located on any lot nearer to the front line than the minimum building restriction line as shown on the recorded plat herein referred. Notwithstanding the foregoing, no building shall be located in violation of any minimum requirements for front, rear, and side set-back lines as established by the ordinances of Charles County.

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4. Fences:

Fences may not be erected without written permission of the Declarant their successors or assigns, or the Architectural Review Committee. No fences or walls shall be erected, placed or altered on any lot nearer to the street than the front of the house itself. No chain link fences shall be permitted under any circumstances, except in the areas designated as the public park.

5. Mailboxes:

All mailboxes erected in said subdivision shall be in accordance with standards set by the United States Postal service and shall be in uniform design, specifications, construction and color, said design to be determined and approved by the Declarant, its successors and assigns.

6. Easement:

(a) The Declarant for itself, its successors, licensees, and assigns, reserves unto itself, an easement or right-of-way over a strip of ground 10 feet in width along the side, front, and rear outlines of the lots as shown on the plats herein referred to for the purpose of installation and maintenance of public utilities; including, but not limited to gas, water, electricity, telephone, sewage and drainage, and any appurtenances thereto, to the supply lines therefore, including guide wires, transformers, meters, etc., by overhead transmission lines or underground installation; including the right to remove and/or trim trees, shrubs, or plants. This reservation is for the purpose of providing for the practical installation of such utilities as and when any public authority or utility company may desire to serve said lots, with no obligation to the Declarant to supply such services. The Declarant reserves to itself, its successors and assigns, the beds of roads, drains, alleys, and ways, as shown on the

aforementioned plats, and reserves the right to designate all roads, ways, alleys, drainage systems, ditches, outfalls and lines laidout on said plats to public use and/or to convey the same to the State and or County or any agency or instrumentality thereof.

(b) All open spaces, except areas designed as Common Areas, as shown on the aforementioned recorded plats which abut or are adjacent to any of the said lots shall be left in its natural state and shall be maintained by the abutting property owner in a manner so that the general appearance of said areas will not be detrimental to the overall appearance of said subdivision.

7. Nuisances:

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done or placed thereon which may become an annoyance or nuisance to the neighborhood. Property owners shall, at all times, maintain their property and all appurtenances thereto in good repair and in a state of neat appearance. Refuse or refuse containers shall not be stored or be placed on any property where they will be visible from any front or side streets, except on designated refuse collection days. Trash, refuse or waste materials shall not be placed or stored or maintained on any residential property. No commercial or industrial vehicles, such as, but not limited to moving vans, trucks, tractors, trailers, wreckers, hearses, compressors, concrete mixers, buses, or any private vehicles such as travel trailers, recreational vehicles or boats, shall be regularly or habitually parked in front of residential property, nor upon residential property, unless it is garaged, and not visible from the front of the property or from adjoining areas. No privies or outside toilet facilities shall be constructed or maintained on any lot. No sign of any description may be erected or placed upon any portion of the land without the expressed written approval of the Declarant, its successors and assigns.

8. Livestock and Poultry:

No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot except that of dogs, cats, or other domesticated household pets, not in excess of two, may be kept, provided that they are not kept, bred, or maintained for any commercial purposes. Under no circumstances may a pet be permitted to roam unattended on any property other than that of the pet owner.

9. Temporary Structures:

No structure, or object, of a temporary character, such as, but not limited to a trailer, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence, or for storage or as an auxiliary building, with the exception that each lot owner shall be entitled to construct one (1) outbuilding in a manner and style in keeping with the general development of said subdivision. Said building to be used for purposes of storage.

10. Clotheslines.

All clotheslines shall be kept immediately behind the dwelling (never along side nor in the front of it) in such a manner and location as to prevent such clothesline being visible from the front of the property. No clotheslines shall be hung on a carport, porch, or other semi-enclosed areas which permits such clothes being visible from the front.

11. Severability:

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

12. Amendment:

Any of the aforesaid covenants, agreements, easements, restrictions and conditions as set forth herein may be amended at any time by the Declarant or its assigns, provided that the Declarant partnership or its assigns are still in the

process of developing said lots. After all of said lots have been developed and improved by residential dwelling units, then at that time the Declarant shall have no right to amend said covenants.

These covenants shall run with the land and shall be binding for a period of twenty (20) years from the date these covenants are recorded, after which time said covenants shall automatically be extended for successive period of ten (10) years unless and until an instrument signed by the then owners in fee simple interest of seventy-five (75%) percent of the lots subject to such covenants, casting one vote for each lot so owner has been recorded, by which said covenants in whole or in part, are amended or revoked.

And all the rights and powers (including discretionary powers and rights and powers of consent and approval) herein reserved by or conferred by the Declarant may be assigned or transferred by the Declarant at its election and at its sole discretion, to any one or more corporation or associations, or committees, or individuals agreeing to accept same, and any such assignment or transfer of such powers may be made by the Declarant as to all of said land hereby conveyed or as to any part or parts thereof and may be to different parts of said land hereby conveyed. Any such assignment or transfer shall be evidenced by and appropriate instrument duly executed by the Declarant and recorded among the Land Records of Charles County.

WITNESS:

Leslie A. Sullivan

CHERRY WALK JOINT VENTURE, A MARYLAND PARTNERSHIP

William J. Argo, Jr. (SEAL)
By: William J. Argo, Jr., President
Resource Consultants and
Developers, Inc., General
Partner

BOB STONE

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by CHERRY WALK JOINT VENTURE, a Maryland Partnership, hereinafter referred to as "Declarant".

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WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Charles County, State of Maryland, which is more particularly described in Exhibit A, attached hereto and made a part hereof.

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

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to LAUREL BRANCH HOME OWNERS ASSOCIATION, INC., its successors and assigns.

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

RECORDED
PATRICK D. HUBB, CLERK
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Section 3. "Properties" shall mean and refer to that certain real property hereinabove described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners as deeded to the Association by the Declarant or its successors. The Common Area to be owned by the Association at the time of the conveyance of the first lot shall be all property as described in Exhibit A with the exception of lots, streets, roads and all areas dedicated to public use.

Section 5. "Member" shall mean and refer to all those Owners who are members of the Association.

Section 6. "Mortgagee" shall mean and refer to the holder of any permanent first mortgage or deed of trust on any Lot.

Section 7. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision plat of the Properties with the exception of the Common Area.

Section 8. "Declarant" shall mean and refer to CHERRY WALK JOINT VENTURE, its successors and assigns.

Section 9. "Improvements" shall mean any permanent structure or amenity to be constructed by the Declarant on the Common Area.

ARTICLE II

PROPERTY RIGHTS

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

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

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

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by 2/3rds of each class of members has been recorded; No such instrument shall be required, however, to dedicate or transfer to Charles County and/or the Department of Public Works of the water, sewer and flood control systems;

(d) the right of Declarant, to reserve from the conveyance of the Common Area the right to grant easements and rights-of-way through, under, and over and across the Common Area so conveyed, for the installation, maintenance and inspection of lines and appurtenances for public or private water, sewer drainage, fuel oil and all other utilities or for any other reason necessary to develop the subdivision; and the right of the Association to grant easements and rights-of-way through, under and over and across the Common Area, for installation, maintenance and inspection of lines and appurtenances for public or private water, sewer, drainage and other utilities;

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

and the recreational facilities located thereon.

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

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

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

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

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

- (a) When the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership; or

(b) on January 1, 1989.

ARTICLE IV

COVENANTS FOR MAINTENANCE ASSESSMENTS

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

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the improvements and maintenance of the Common Area, and to promote the recreation, health, safety and welfare of the residents in the properties.

Section 3. Maximum Annual Assessments. Until January 1 of the year immediately following the conveyance of the first lot to an owner the maximum annual assessment for Class A members shall be Twenty Dollars (\$20.00) per lot per year, payable annually, and for Class B Members, fifty percent (50%)

of the Class A Member's assessment per lot, payable annually.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an owner, the maximum annual assessment may be increased each year not more than five percent (5%) above the maximum assessment for the previous year (or by any increase in the consumer price index maintained by the Department of Labor using the previous assessment month and year as the base month and year) whichever is greater, without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased above the amount specified in (a) above by a vote of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 and 4 shall be sent to all members not less than 15 days nor more

than 30 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present another meeting may be called subject to the same notice requirements and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Special assessments must be fixed at a uniform rate for all Lots and shall be collected on an annual basis.

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

Section 8. Effect of a Nonpayment of Assessments:
Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date of six (6%) percent per annum. The Association may bring

an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his Lot.

Section 9. Notice of Lien. No action shall be brought to foreclose said assessment lien or to proceed under the power of sale herein provided less than thirty (30) days after the date a notice of claim of lien is deposited in the United States mail, certified or registered, postage prepaid, to the owner of said lot, and a copy thereof is recorded by the Association in the Office of the County Recorder in which the properties are located; such notice of claim must recite a good and sufficient legal description of any such lot, the record owner or reputed owner thereof, the amount claimed (which may at Association's option include interest on the unpaid assessment at the legal rate, plus reasonable attorney's fees and expenses of collection in connection with the debt secured by said lien), and the name and address of claimant.

Section 10. Curing of Default. Upon the timely curing of any default for which a notice of claim of lien was filed by the Association, the officers of the Association are hereby authorized to file or record, as the case may be, an appropriate release of such notice, upon payment by the defaulting owner of a fee, to be determined by the Association, but not to exceed Thirty-Five Dollars (\$35.00), to cover costs of preparing and filing or recording such release.

Section 11. Cumulative Remedies. The assessment lien and the rights to foreclosure and sale thereunder shall be in addition to and not in substitution for all other rights and remedies which the Association and its assigns may have hereunder

and by law, including a suit to recover a money judgment for unpaid assessments, as above provided.

Section 12. Subordination of the Lien to Mortgages.

The lien of the assessments provided for herein shall be and is hereby subordinate to the lien of any first mortgage or deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to Mortgage or Deed of Trust foreclosure or any proceedings in lieu thereof, shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessment thereafter becoming due from the lien thereof.

Section 13. Notice to Mortgagees. Upon request,

the Association shall notify the holder of the first mortgage on any Lot for which any assessment levied pursuant to this Declaration becomes delinquent for a period in excess of sixty (60) days and in any other case where the owner of such Lot is in default with respect to the performance of any other obligation hereunder for a period in excess of sixty (60) days. Such notification shall be in writing.

ARTICLE V

DUTIES AND POWERS OF THE ASSOCIATION

Section 1. In addition to the duties and powers enumerated in its Articles of Incorporation, and By-Laws, or elsewhere provided for herein, and without limiting the generality thereof, the Association shall:

(a) Own, maintain, improve, construct, reconstruct (in the event of deterioration or destruction) and manage the common area and all facilities, improvements and landscaping thereon, and all property acquired by the Association, and to pay all the costs thereof;

(b) Pay all real estate and personal property taxes

and other charges assessed against the common area;

(c) Have the authority to obtain, for the benefit of the Common Area, all water, gas and electric service and refuse collection;

(d) Grant easements where necessary for utilities and sewer facilities over the Common Area to serve the Common Area;

(e) Maintain such policy or policies of insurance on the Common Area as the Board of Directors of the Association deems necessary or desirable in furthering the purposes of and protecting the interests of the Association and its members;

(f) Have the authority to employ a manager or other persons and to contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association, provided that any contract with a person or firm appointed shall not exceed One (1) year in term unless approved by a majority of the members of the Association with the exception of an insurance contract that may be for a period not to exceed three (3) years.

(g) Enforce applicable provisions of this Declaration and by By-Laws of the Association and establish and enforce uniform rules and regulations pertaining to the use of the Common Area;

(h) Have the authority to contract for fire, casualty, liability and other insurance on behalf of the Association;

(i) Have the right to enter upon any privately owned lot where necessary in connection with construction, maintenance or repair of the Common Area;

Section 2. Maintenance of Records. The Association shall maintain adequate books and records and a first mortgagee shall have the right to examine the books and records of the Association during regular business hours and upon reasonable notice.

ARTICLE VI
ARCHITECTURAL CONTROL

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

ARTICLE VII
GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain

in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date the Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety (90%) percent of the lot owners and thereafter by an instrument signed by not less than seventy-five (75%) percent of the lot owners. Any amendment must be recorded.

Section 4. Annexation. Additional land within the area described in Liber 364 at Folio 115 and Liber 332 at Folio 23 and Liber 559 at Folio 297 of the Land Records of Charles County and other properties abutting or adjoining the property described in Exhibit A may be annexed by the Declarant without the consent of the members within ten (10) years of the date of this instrument provided that the Federal Housing Administration and Veterans Administration determine that the annexation is in accord with the general plan heretofore approved by them.

Section 5. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of common area, the amendment of this Declaration of Covenants, Conditions and Restrictions.

WITNESS the hand and seal of the Declarant this

22nd day of August, 1979.

WITNESS:
Louis A. [Signature]

CHERRY WALK JOINT VENTURE
[Signature] (SEAL)
By: William J. Argo, Jr., Pres.
Resource Consultants and
Developers, Inc., General
Partner.

AFFIDAVIT

I, the undersigned, have and been duly sworn, state as follows:

1. The common areas turned over to the Laurel Branch Homeowners Association were turned over free of liens, suits and judgments.

2. The common areas at the time they were turned over to the Association were in full compliance with all Federal, State and local regulations.

3. The By-laws turned over to the Laurel Branch Homeowners Association, while not signed, were adopted by the Association and are the By-laws of the Association.

IN WITNESS WHEREOF, I have affixed my hand and seal this 21st day of February, 1989.

WITNESS:

Debra L. Thornton

George E. Andrews

STATE OF MARYLAND:
COUNTY OF CHARLES: to wit;

I HEREBY CERTIFY that on this 21st day of February, 1989, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared George E. Andrews and made oath in due form of law that the contents of the foregoing Affidavit are true and correct to the best of his knowledge.

AS WITNESS my hand and Notarial Seal.

Debra L. Thornton
Notary Public

My Commission Expires: 7-1-90

DECLARATION OF PROTECTIVE COVENANTS

THIS DECLARATION, made this 14th day of June, 1983,
by Cherry Walk Joint Venture, II, a Maryland Partnership,
hereinafter referred to as "Declarant",

W I T N E S S E T H:

WHEREAS, the Declarant is the owner of a certain property
located in Charles County, Maryland, known as:

Section Two "A", Laurel Branch Subdivision recorded
among the land records of Charles County, Maryland in Plat
Book PCM 30 at Folio 144;

Section Two "B", Laurel Branch Subdivision recorded
among the land records of Charles County, Maryland in Plat
Book PCM 30 at Folio 141;

Section Four "A", Laurel Branch Subdivision recorded
among the land records of Charles County, Maryland in Plat
Book PCM 31 at Folio 150;

Section Four "B", Laurel Branch Subdivision recorded
among the land records of Charles County, Maryland in Plat
Book PC4 31 at Folio 144, and

WHEREAS, the Declarant is the successor in interest
to Cherry Walk Joint Venture, which previously developed
property abutting the aforementioned property and subjected
the previously developed property to protective covenants
as recorded among the Land Records of Charles County, Maryland
at Liber 705, Folio 9, and

WHEREAS, the Declarant desires to annex the hereinafter
described property for the purpose of subjecting the property
to the aforementioned protective covenants.

NOW THEREFORE, the Declarant hereby declares:

1. That all of the property described as:

Section Two "A", Laurel Branch subdivision recorded
among the land records of Charles County, Maryland in Plat
Book PCM 30 at Folio 144;

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Returned to Andrews, Vicki Waldorf 7-14-83

Section Two "B", Laurel Branch Subdivision recorded among the land records of Charles County, Maryland in Plat Book PCM 30 at Folio 141;

Section Four "A", Laurel Branch Subdivision recorded among the land records of Charles County, Maryland in Plat Book PCM 31 at Folio 150;

Section Four "B", Laurel Branch Subdivision recorded among the land records of Charles County, Maryland in Plat Book PCM 31 at Folio 144, shall be held, sold and conveyed subject to the Amended Declaration of Protective Covenants recorded in Liber 705, Folio 9 of the land records of Charles County, Maryland.

2. The Declarant imposes these protective covenants for the purposes of protecting the value and desirability of, and which shall run with the real property, and be binding on all parties having any rights, title or interest in the described property or any part thereof, their heirs, successors, and assigns and shall inure to the benefit of each owner thereof.

CHERRY WALK JOINT VENTURE, II

Allen F. Mitchell (SEAL)
Allen F. Mitchell

STATE OF MARYLAND
COUNTY OF CHARLES

I HEREBY CERTIFY that on this 14 day of June, 1983, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Allen F. Mitchell known to me to be the person whose name is subscribed to the within instrument and did acknowledge that he executed the same for the purposes therein contained.

WITNESS my hand and notarial seal.

Carol M. Winberg
Notary Public



My Commission Expires: 7/1/86

1058

DECLARATION OF PROTECTIVE COVENANTS

THIS DECLARATION, made this 5th day of April, 1985, by Cherry Walk Joint Venture, III, a Maryland Partnership, hereinafter referred to as "Declarant".

W I T N E S S E T H:

WHEREAS, the Declarant is the owner of a certain property located in Charles County, Maryland, known as: Section Five "A", Laurel Branch Subdivision recorded among the Land Records of Charles County, Maryland in Plat Book PCM 34 at Folio 100;

Section Five "B", Laurel Branch Subdivision recorded among the Land Records of Charles County, Maryland in Plat Book PCM 34 at Folio 101; and

WHEREAS, the Declarant is the successor in interest to Cherry Walk Joint Venture, which previously developed property abutting the aforementioned property and subjected the previously developed property to amended protective covenants as recorded among the Land Records of Charles County, Maryland at Liber 705, Folio 9, and

WHEREAS, the Declarant desires to annex the hereinafter described property for the purpose of subjecting the property to the aforementioned protective covenants.

NOW THEREFORE, the Declarant hereby declares:

- 1. That all of the property described as:

Section Five "A", Laurel Branch Subdivision recorded among the Land Records of Charles County, Maryland in Plat Book PCM 34 at Folio 100;

Section Five "B", Laurel Branch Subdivision recorded among the Land Records of Charles County, Maryland in Plat Book PCM 34, at Folio 101 shall be held, sold and conveyed subject to the Amended Declaration of Protective Covenants recorded in Liber 705, Folio 9 of the land records of Charles County, Maryland.

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CH CTY	1985 #
TXT PNT	24.00
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2. The Declarant imposes these protective covenants for the purposes of protecting the value and desirability of, and which shall run with the real property, and be binding on all parties having any rights, title or interest in the described property or any part thereof, their heirs, successors, and assigns and shall inure to the benefit of each owner thereof.

CHERRY WALK JOINT VENTURE, III

Allen F. Mitchell (SEAL)
ALLEN F. MITCHELL

STATE OF MARYLAND :
COUNTY OF CHARLES : to wit;

I HEREBY CERTIFY that on this 5th day of April, 1985, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Allen F. Mitchell known to me to be the person whose name is subscribed to the within instrument and did acknowledge that he executed the same for the purposes therein contained.

WITNESS my hand and notarial seal.

James A. Cook
Notary Public

My Commission Expires: 7/1/86