

**SUPPLEMENTARY DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR WEXFORD**

THIS SUPPLEMENTARY DECLARATION, made on the date hereinafter set forth, by IMG/WEXFORD ASSOCIATES LIMITED PARTNERSHIP, a Maryland limited partnership (hereinafter referred to as the "Declarant").

W I T N E S S E T H:

WHEREAS, heretofore a certain Declaration of Covenants, Conditions, and Restrictions (hereinafter referred to as the "Declaration", which term shall include any and all subsequent corrections and modifications thereof as may be recorded among the Land Records of Montgomery County) was recorded in Liber 6331, at Folio 649, among the Land Records of Montgomery County, Maryland;

WHEREAS, pursuant to a certain Assignment Agreement dated December 23, 1986, and recorded on January 22, 1987, among the Land Records of Montgomery County, Maryland, in Liber 7510 at folio 649, the Declarant was assigned certain rights and powers of the Declarant under the Declaration;

WHEREAS, Declarant desires to extend the scheme of the covenants and restrictions of the Declaration to certain additional Lots and/or Common Area in accordance with the provisions of Article II, Section 4, of the Declaration;

WHEREAS, pursuant to Article II, Section 4, of the Declaration the Declarant desires to modify the Declaration as set forth herein with respect to the Annexed Lots and/or Common Area described on Exhibit "A" hereto.

NOW, THEREFORE, Declarant hereby declares that;

ARTICLE I

All of the properties described on the Description of Annexed Lots and/or Common Area attached hereto and made part hereof as Exhibit "A" shall be and are hereby made subject to the effect and operation of the Declaration, so that the Lots and/or Common Area described on Exhibit "A" hereto shall be deemed included within the scheme of the covenants and restrictions of the Declaration and fully subject to the effect and operation of the Declaration, including each and every covenant, restriction, condition and easement set forth therein.

ARTICLE II

A. With respect to the Annexed Lots and/or Common Area described on Exhibit "A" hereto, the following language is hereby added to Article II, Section 4 of the Declaration:

In the event any of the Property is required or desired by any governmental agency or authority for use as a school or similar purpose the Declarant may, without the consent or approval of any Owner or member of the Association, deannex such property from the force and effect of this Declaration by recordation of an instrument effectuating such deannexation among the Land Records of Montgomery County, Maryland. Subsequent to such deannexation the terms and provisions of this Declaration shall be of no further force or effect with respect to the deannexed property and such property may be used or developed for any lawful purpose.

B. With respect to the Annexed Lots and/or Common Area described on Exhibit "A" hereto, the following language is hereby added to Article IV, Section 7 of the Declaration:

Notwithstanding anything herein to the contrary, no assessment shall commence as to any portion of the Property until such property has been subdivided pursuant to a plat of subdivision recorded among the Land Records of Montgomery County, Maryland.

C. With respect to the Annexed Lots and/or Common Area described on Exhibit "A" hereto, Article V of the Declaration is hereby deleted in its entirety and the following substituted in lieu thereof:

Architectural Control

Section 1. Architectural and Environmental Review Committee - Operation. The Board of Directors may appoint an Architectural and Environmental Review Committee (the "Committee"). The Committee shall be composed of an uneven number of three (3) or more natural persons designated from time to time by the Board of Directors. In the event the Board of Directors fails to appoint the Committee, then the Board of Directors shall act as the Committee. The affirmative vote of a majority of the members of the Committee shall be required in order to adopt or promulgate any rule or regulation, or to make any finding, determination, ruling or order, or to issue any permit, consent, authorization, approval or the like pursuant to the authority contained in this Article.

Section 2. Architectural and Environmental Review Committee. Except for construction or development by, for, or under contract with the Declarant, and except for any improvements to any Lot or to the Common Area accomplished by the Declarant, and except for purposes of proper maintenance and repair, no building,

fence, wall or other improvements or structures shall be commenced, directed, placed, moved, altered or maintained upon the Property, nor shall any exterior addition to or change (including any change of color) or other alteration thereupon be made until the complete plans and specifications showing the location, nature, shape, height, material, color, type of construction and any other proposed form of change, including, without limitation, any other information reasonably specified by the Committee, shall have been submitted to and approved in writing as to safety, harmony or external design, topography and conformity with the design concept for the community by the Committee.

Subject to the same limitations as hereinabove provided for, it shall be prohibited to install, erect, attach, apply, paste, hinge, screw, nail, build, alter, remove or construct any exterior lighting, shades, screens, awnings, patio covers, fences, wall, slabs, sidewalks, curbs, gutters, patios, balconies, porches, driveways, storm doors, or to make any change or otherwise alter (including any alteration in color) in any manner whatsoever the exterior of any improvements constructed upon any Lot or upon the Common Area, or to combine or otherwise join two or more dwellings, or to partition the same after combination, or to remove or alter any windows or exterior doors of any dwellings, until the complete plans and specifications, showing the location, nature, shape, height, material, color, type of construction and any other proposed form of change (including without limitation, any other information reasonably specified by the Committee) shall have been submitted to and approved in writing as to safety, harmony of external design, color and conformity with the design concept for the community by the Committee.

Section 3. Approvals. Upon approval by the Committee of any plans and specifications submitted pursuant to the provisions of this Article, a copy of such plans and specifications bearing such approval, shall be deposited among the permanent records of such Committee and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same. In the event the Committee fails to approve or disapprove any plans and specifications which may be submitted to it pursuant to the provisions of this Article within sixty (60) days after such plans and specifications (and all other materials and information required by the Committee) have been submitted to it in writing, then approval will not be required and this Article will be deemed to have been fully complied with. Design approval by the Committee or by the Board 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 such addition, 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 covenant and may be required to be restored to the original condition at the Owner's cost and

expense. The provisions of this Article do not release the Owner from obtaining any permits or approvals required by any regulatory agency. Compliance with the codes, ordinances, laws and regulations of all regulatory agencies is the responsibility of the Owner. The approval of the Committee is not a substitute for the approval of the regulatory agencies.

Section 4. Limitations. Construction or alterations in accordance with plans and specifications approved by the Committee pursuant to the provisions of this Article shall be commenced within six (6) months following the date upon which the same are approved by the Committee (whether by affirmative action or by forbearance from action, as provided in Section 3 of this Article), and shall be substantially completed within six (6) months following the date of commencement, or within such other period as the Committee shall specify in its approval. In the event construction is not commenced within the period aforesaid, then approval of the plans and specifications by the Committee shall be conclusively deemed to have lapsed and compliance with the provisions of this Article shall again be required.

There shall be no material deviation from the plans and specifications approved by the Committee without the prior consent in writing of the Committee. Approval of any particular plans and specifications shall not be construed as a waiver of the right of the 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 5. Certificate of Compliance. Upon the completion of any construction or alterations or other improvements or structure in accordance with plans and specifications approved by the Committee in accordance with the provisions of this Article, the Committee shall, at the request of the owners 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 Committee and 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.

Section 6. Rules and Regulations, etc. The 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 and record such statements of policy, standards, guidelines and establish such criteria relative to architectural styles or details, fences, colors, setbacks, materials or other matters relative to architectural control and the protection of the environment, as it may consider necessary or appropriate. No such rules, regulations, statements, criteria or the like shall be construed as a waiver of the provisions of this Article or any other provisions or requirements of this

Declaration. The decisions of the Committee shall be final except that any member who is aggrieved by any action or forbearance from action by the Committee (or by any policy, standards or guidelines established by the Committee) may appeal the decision of the Committee to the Board of Directors and, upon the request of such member, shall be entitled to a hearing before the Board of Directors of the Association. This right to a hearing before the Board of Directors shall also apply in situations where the Board of Directors acted as the Committee with respect to the action or inaction which is the subject of the appeal.

D. With respect to the Annexed Lots and/or Common Area described on Exhibit "A" hereto, Article VI, Sections 1 through 8, inclusive, of the Declaration are hereby deleted in their entirety and the following substituted in lieu thereof:

Use Restrictions and Easements

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

Section 1. Residential Use. Any dwelling or structure located on any Lot shall be "manufactured housing," as such term is defined in common industry usage, and shall comply with any applicable zoning laws, ordinances or regulations, and used for private residential purposes exclusively, (except that a professional office may be maintained in a dwelling, provided that such maintenance and use is limited to the person actually residing in the dwelling and, provided, further, that such maintenance and use is in strict conformity with the provisions of any applicable zoning law, ordinance or regulation. As used in this Section, the term "professional office" shall mean a room or rooms used for office purposes by a member of any recognized profession, including doctors, dentists, lawyers, architects and the like, but not including medical, or dental clinics.) Nothing contained in this Article, or elsewhere in this Declaration, shall be construed to prohibit the Declarant from the use of any Lot or dwelling for promotional or display purposes, or as "a model home", a sales office, rental office, management office, or the like.

Section 2. Prohibited Uses and Nuisances. Except for the activities of the Declarant, or as may be necessary in connection with reasonable and necessary repairs or maintenance to any dwelling or upon the Common Area:

(a) no noxious or offensive trade or activity shall be carried on upon any Lot or within any dwelling, nor shall anything be done therein or thereon, which may be or become an annoyance or nuisance to the neighborhood or other members or their lessees, guests or invitees. 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 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 Lot;

(b) the maintenance, keeping, boarding or raising of animals, livestock, or poultry of any kind, regardless of number shall be and is hereby prohibited on any Lot or within any dwelling, except that this shall not prohibit the keeping of dogs, cats, or caged birds as domestic pets provided they are not kept, bred or maintained for commercial purposes and, provided further, that such domestic pets are not a source of annoyance or nuisance to the neighborhood or other members. The Board of Directors or, upon resolution of the Board of Directors, the Committee, shall have the authority after hearing, to determine whether a particular pet is a nuisance or a source of annoyance to other members, and such determination shall be conclusive. Pets shall be attended at all times and shall be registered, licensed and inoculated as may from time to time be required by law. Pets shall not be permitted upon the Common Area unless accompanied by a responsible person and unless they are carried or leashed. The Board of Directors shall have the right to adopt such additional rules and regulations regarding pets as it may from time to time consider necessary or appropriate;

(c) no burning of any trash and no accumulation or storage of litter, lumber, scrap metals, refuse, bulk materials, waste, new or used building materials, or trash of any other kind shall be permitted on any Lot;

(d) except for parking within garages, and except as hereinelsewhere provided, no junk vehicle, unlicensed or inoperable motor vehicle, trailer, camp truck, commercial vehicle, motorcycle, house trailer, boat, or other similar machinery or equipment of any kind or character (except for such equipment and machinery as may be reasonable, customary and usual in connection with the use and maintenance of any dwelling and except for such equipment and machinery as the Association may require in connection with the maintenance and operation of the Common Area and the improvements thereon) shall be kept upon the Property nor (except for bona fide emergencies) shall the repair or extraordinary maintenance of automobiles or other vehicles be carried out thereon. The Association may, in the discretion of the Committee or the Board of Directors, provide and maintain a suitable area designated for the parking of such vehicles or the like;

(e) trash and garbage containers shall not be permitted to remain in public view prior to the night before the day of trash pick-up and must be removed immediately thereafter. No incinerator shall be kept or maintained upon any Lot;

(f) no Lot shall be divided or subdivided and no portion of any Lot (other than the entire Lot) shall be transferred or conveyed for any purpose. The provisions of this subsection shall not apply to any portion of the Annexed Lots and/or Common Area owned by the Declarant nor shall they be construed to prohibit the granting of any easement or right-of-way to any municipality, political subdivision, public utility or other public body or authority, or to the Association, the Declarant or any other person for any purpose;

(g) no tree, hedge or other landscape feature shall be planted or maintained in a location which obstructs sight-lines for vehicular traffic on public streets or on private streets or roadways. Without limiting the generality of the foregoing, no wire or other lawn edging, fencing or other treatment shall be placed or maintained on any Lot;

(h) no structure of a temporary character, and no trailer, tent, shack, barn, pen, kennel, stable, outdoor clothes dryer, shed or other buildings shall be erected, used or maintained on any Lot at any time;

(i) except for entrance signs, directional signs, signs for traffic control or safety, community "theme areas" and such promotional sign or signs as may be maintained by the Declarant or the Association (including, but not limited to signs promoting the sale or lease of any Lot or dwelling), no signs or advertising devices of any character shall be erected, posted or displayed upon, in or about any Lot or dwelling, provided, however, that one temporary real estate sign not exceeding four (4) square feet in area and not illuminated, may be erected upon any Lot or attached to any dwelling which has been placed upon the market for sale. Any such temporary real estate sign shall be removed promptly following the sale of such dwelling. The provisions and limitations of this subsection shall not apply to any institutional first mortgages of any Lot who comes into possession of the Lot by reason of any remedies provided by law or in such mortgage or as a result of a foreclosure sale or other judicial sale or as a result of any proceeding, arrangement, assignment or deed in lieu of foreclosure;

(j) no structure, planting or other material shall be placed or permitted to remain upon any Lot which may damage or interfere with any easement for the installation or maintenance of utilities, or which may unreasonably change, obstruct or retard direction or flow of any drainage channels;

(k) no exterior television aerial or radio antennae, or other aerial or antennae for either reception or transmission, shall be maintained upon the Property except that such aerials or antennae may be erected and maintained within the dwelling(s) located upon the Property; no satellite dishes shall be allowed to be located upon any Lot or dwelling;

(l) except for hoses and the like which are reasonably necessary in connection with normal lawn maintenance, no water pipe, sewer pipe, gas pipe, drainage pipe, television cable or other similar transmission line shall be installed or maintained upon any Lot above the surface of the ground;

(m) no sound hardwood trees measuring in excess of six (6) inches in diameter two (2) feet above the ground shall be removed from any Lot without the prior written approval of the Association acting through the Committee or the Board of Directors;

(n) no member shall make any private or exclusive or proprietary use of any portion of the Common Area, except with the specific approval of the Committee and then only on a temporary basis, and no member shall engage or direct any employee of the Association on any private business of the member during the hours such employee is employed by the Association, nor shall any member direct, supervise or in any manner attempt to assert control over any employee of the Association.

Section 3. Fences. Any fence constructed upon any Lot shall not extend beyond the front building line of the dwelling on the Lot upon which any such fence is erected or the front building line of the dwellings on all immediately adjacent lots. No fence shall be more than six (6) feet in height. Chain link and other wire fencing is specifically prohibited. The erection and design of all fences shall be subject to the provisions of Article V of this Declaration.

Section 4. House Rules, etc. There shall be no violation of this Declaration, the Bylaws or any reasonable rules for the use of the Common Area and the improvements thereon or "house rules," or other community rules and regulations not inconsistent with the provisions of this Declaration which may from time to time be adopted by the Board of Directors of the Association and promulgated among the membership by them in writing, and the Board of Directors is hereby and elsewhere in this Declaration authorized to adopt such rules.

Section 5. Enforcement - Right to Remove or Correct Violations.

(a) In the event any violation or attempted violation of any of the covenants or restrictions contained in this Article shall occur or be maintained upon any Lot, or in the event of any other conduct in violation of any of the provisions or requirements of this Article, then the same shall be considered to have been undertaken in violation of this Article and without the approval of the Committee or Board of Directors required herein, and, upon written notice from the Committee or Board of Directors, such violation shall be promptly removed or abated. In the event the

same is not removed, or the violation is not otherwise terminated or abated, within fifteen (15) days (or such shorter period as may be required in any such notice) after notice of such violation is delivered to the Owner of the Lot upon which such violation exists, or to the member responsible for such violation if the same shall be committed or attempted on premises other than the Lot owned by such member, then the Association shall have the right, through its agents and employees (but only after a resolution of the Committee or Board of Directors and reasonable notice to the Owner of such Lot, unless in the case of a bona fide emergency) to enter upon such Lot and to take such steps as may be necessary to remove or otherwise terminate or abate such violation and the cost thereof may be assessed against the Lot upon which such violation occurred and when so assessed, a statement for the amount thereof shall be rendered to the Owner of said Lot at which time the assessment shall become due and payable and a continuing lien upon such Lot, and a binding personal obligation of the Owner of such Lot, in all respects and subject to the same limitations as provided in Article IV of this Declaration. The Association shall have the further right, through its agents, employees or committees, to enter upon and inspect any Lot at any reasonable time for the purpose of ascertaining whether any violation of the provision of this Article or any of the other provisions or requirements of this Declaration exist on such Lot; and neither the Association nor any such agent or employees shall be deemed to have committed a trespass or other wrongful act by reasons of such entry or inspection.

(b) In the event the Association pursues any legal remedy for the violation of any provision of this Declaration, the Bylaws, the Articles of Incorporation, or any rule or regulation promulgated by the Association, against the Owner(s) who committed such violation or the Owner(s) of the Lot which was occupied by such Owner's tenant, guest, invitee or other such occupant who committed such violation; then the Association shall be entitled to its reasonable attorneys fees and costs from such Owner(s) with respect to such action.

(c) Nothing herein shall be construed as a prohibition of or limitation on the right of the Association to pursue any other means of enforcement of the provisions of this Declaration, the Bylaws, Articles of Incorporation or rules and regulations, including, but not limited to, legal action for damages or injunctive relief.

E. With respect to the Annexed Lots and/or Common Area, Article VI, Sections 9, 10, 11, 12, 13 and 14, of the Declaration, are hereby renumbered as Sections 6, 7, 8, 9, 10 and 11 respectively.

LIBER 8999 FOLIO 97

ARTICLE III

Words or phrases defined in Article I of the Declaration shall have the same meaning in this Supplementary Declaration as provided for in Article I of the Declaration.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has executed this instrument this 12th day of September, 1989.

WITNESS:

IMG/WEXFORD ASSOCIATES LIMITED PARTNERSHIP,
a Maryland limited partnership

Patricia Ruskowski
PATRICIA RUSKOWSKI

BY: John M. Dempsey
John M. Dempsey, General Partner

* * *

STATE OF MARYLAND

*
* to wit:

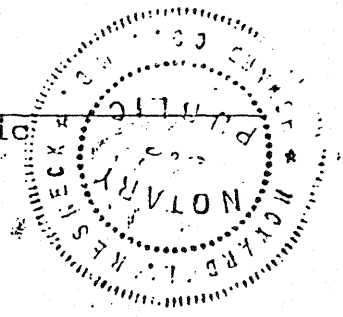
COUNTY OF

*

On this 12th day of September, 1989, before me, the undersigned officer, personally appeared John M. Dempsey, who has satisfactorily proven to be the person whose name is subscribed to the within instrument, and who acknowledged himself to be the General Partner of IMG/Wexford Associates Limited Partnership, a Maryland limited partnership, and as such General Partner being authorized so to do, executed the foregoing instrument for the purposes therein contained on behalf of IMG/Wexford Associates Limited Partnership, a Maryland limited partnership.

GIVEN under my hand and seal this 12th day of September, 1989.

Howard L. Resnerk
Notary Public
HOWARD L. RESNERK



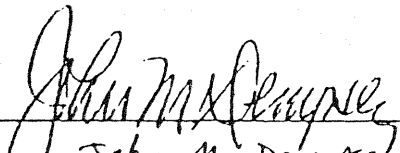
My Commission Expires: 7/1/90

[NOTARIAL SEAL]

* * *

CERTIFICATION

I HEREBY CERTIFY that the foregoing instrument was prepared on behalf of IMG/Wexford Associates Limited Partnership, the party thereto.



John M. Dempsey

2347004
4082989PCM
SDOC.03

Being all of that piece or parcel of land situate, lying and being in the Ninth Election District of Montgomery County, MD, and being part of a conveyance from Maurice H. Berk, et al., to Maurice H. Berk, trustee of the Milestone-Berk Trust for Debra Faye Berk, and Anton J. Berk, as described in a Deed of Partition dated January 14, 1980, and recorded among the Land Records of Montgomery County, MD in Liber 5488 at Folio 285, being part of Parcel C - Unit 1 described in Liber 2813 at Folio 515, and being more particularly described as follows:

Beginning for the same at a point on the fourth (4th) or North $14^{\circ}41'40''$ East, 1,077.48 foot line of said Parcel C - Unit 1 (containing 320.7974 Acres), 885.01 feet from the beginning thereof, and running thence to cross and include a part of said Parcel C - Unit 1, as now surveyed

- 1) North $70^{\circ}18'11''$ West, 692.55 feet to a point; thence
- 2) North $11^{\circ}02'24''$ East, 417.57 feet to a point; thence
- 3) North $85^{\circ}38'11''$ East, 674.29 feet to a point at the end of the sixth (6th) or North $38^{\circ}28'10''$ West, 304.67 foot line of said Unit 1; thence running with and along the sixth, fifth and part of the fourth lines of said Unit 1, as now surveyed
- 4) South $37^{\circ}06'45''$ East, 304.67 feet to a point; thence
- 5) South $40^{\circ}54'15''$ West, 352.76 feet to a point; thence
- 6) South $16^{\circ}01'05''$ West, 192.45 feet to the place of beginning, containing 10.00000 Acres of Land.

Subject to any and all easements, rights-of-way or covenants of record.

Exhibit "A"

(Description of Annexed Lots and/or Common Area)

ATTACHED TO AND MADE PART OF THAT CERTAIN INSTRUMENT DATED THE

12th DAY OF September, 1989

CLERK'S INDEX SHEET
(For the purpose of proper indexing only)

Pursuant to the provisions and requirements of Section 3-501 of the Real Property Code of Maryland (1981 Repl. Vol.), the following additional information is declared by the parties hereto to be contained within this instrument:

1. TYPE OF INSTRUMENT: Supplementary Declaration of Covenants, Conditions and Restrictions

2. CONSIDERATION (APPLIES ONLY TO DEEDS): N/A

<u>PARCEL ID/TAX ACCOUNT</u>	<u>SUBDIVISION</u>	<u>LOT</u>	<u>BLOCK/UNIT</u>
9-1 - 2753856	Wexford	---	---

4. GRANTOR'S NAME AND ADDRESS: IMG/Wexford Associates Limited Partnership
5457 Twin Knolls Road,
Suite 302
Columbia, MD 21045

5. GRANTEE'S NAME AND ADDRESS: N/A

6. NAME OF TITLE INSURANCE COMPANY: N/A

Mr. Clerk: After recording please see that the original of the foregoing instrument is:

Mailed (additional \$0.50 cost)
OR
 Held at Clerk's Office

For: Virginia R. Williamson
(name) Linowes and Blocher
(address) 1010 Wayne Avenue
Silver Spring, MD 20910

DO NOT WRITE BELOW THIS LINE
TO BE COMPLETED BY THE CLERK OF THE COURT

EXHIBIT "C"

TO

SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR WEXFORD

Parcel C in Block Lettered "F" in the Subdivision known as "Wexford", as per Plat thereof, recorded in Plat Book 120 at Plat 14116.

Parcel I in Block Lettered "G" in the Subdivision known as "Wexford" as per Plat thereof, recorded in Plat Book 120 at Plat 14118.

Parcel F in Block Lettered "G" in the Subdivision known as "Wexford", as per Plat thereof, recorded in Plat Book 120 at Plat 14117.

Parcels A and Q in Block Lettered "F" in the Subdivision known as "Wexford" as per Plat thereof, recorded in Plat Book 120 at Plat 14114.

Parcel B in Block Lettered "F" in the Subdivision known as "Wexford" as per Plat thereof, recorded in Plat Book 120 at Plat 14115.