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DECLARATION OF COVENANTS  
CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by  
Richmond-American Homes of Virginia, Inc., hereinafter referred  
to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the  
fifteenth (15th) Election District, Prince George's 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  
property 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.

SEP 21 2 23 PM '89  
CLERK OF THE  
CIRCUIT COURT  
NORMAN L. PRITCHETT

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Foxchase  
Homeowners Association Inc., its successors and assigns.

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CLERK OF THE  
CIRCUIT COURT  
NORMAN L. PRITCHETT

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 a part of the Property, including  
contract sellers, but excluding those having interest merely as  
security for the performance of an obligation.

Section 3. "Property" 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.

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Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described in EXHIBIT B attached hereto and made a part hereof.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Property with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to the entity making this Declaration, its successors and assigns and any residential home builder designated by it in writing in regard to specific portions of the Property.

Section 7. "Development Period" shall mean and refer to the period of time from the date of the recording of this Declaration up to and until the date on which all Lots have been improved by the construction of a Completed Dwelling Unit thereon.

Section 8. "Completed Dwelling Unit" shall mean and refer to a single family residence in regard to which a use and occupancy permit has been issued by the appropriate governmental agency.

## ARTICLE II

### PROPERTY RIGHTS

Section 1. Owners' 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 any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(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 signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

(d) the right of the Association acting through the Board of Directors to adopt and enforce rules and regulations governing the use of the Common Area and individual lots which shall include the right to impose fines for the violation thereof up to \$10.00 per day for each violation with a limit of \$200.00 per violation. Any such fine shall be considered as an additional assessment and enforceable as such pursuant to Article IV hereof.

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.

Section 3. Declarant Easements. Declarant reserves unto itself, its successors, and assigns for as long as it or they own part of the property, the absolute right to grant easements and rights of way over and across the Property to public and quasi-public agencies, utilities, and municipalities for various purposes it may deem appropriate.

Section 4. Additional Property. Declarant, its successors and assigns, shall have the right to bring within the scheme of this Declaration the additional property contiguous to the Property, described in EXHIBIT C attached hereto and made a part

hereof. The additions authorized hereunder shall be made by recording among the Land Records of Prince George's County a Supplemental Declaration with respect to the additional property which shall extend the scheme of this Declaration to such additional property. Such Supplemental Declaration may contain such complimentary additions and modifications of the provisions set forth herein as may be necessary to reflect the different character (if any) of the added property and as are inconsistent with the scheme of this Declaration; provided, however, that in no event shall such Supplemental Declaration revoke, modify or add to the covenants and restrictions contained herein with respect to the Property. Declarant shall further have the right to deed to Association such portions of the property described in EXHIBIT C hereto as it deems appropriate, which property when deeded shall become part of the Common Area.

### ARTICLE III

#### MEMBERSHIP AND VOTING RIGHTS

Section 1. Members. 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. Membership Classes. The Association shall have two (2) classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Declarant in Class B and shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B. The Class B member shall be 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

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membership on the happening of either 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 the first day of January, 1998.

Section 3. Affect of Additional Property. Upon annexation by the Declarant of additional property pursuant to Article II, Section 4, and in the event that Class B membership shall have ceased as hereinabove provided, Class B membership shall be revived provided that Class B membership shall cease and be converted to Class A membership on the happening of the following events, whichever occurs earlier:

(a) When the total votes outstanding in Class A membership equals the total votes outstanding in the Class B membership, or

(b) The date which is ten (10) years after the recording of a supplement to this Declaration annexing the property described in EXHIBIT C.

#### ARTICLE IV

##### COVENANT FOR MAINTENANCE ASSESSMENT

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 therefore, 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, but the 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 to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Two Hundred Forty Dollars (\$240.00) per Lot. Declarant may supplement the maximum annual assessment if said assessment does not cover expenditures.

(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 ten percent (10%) above the maximum assessment for the previous year 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 ten percent (10%) by the affirmative vote of two-thirds (2/3) of each class of members, voting in person or by proxy, at a meeting duly 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 Improve-  
ments. 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 the combined  
 classes of members who are voting in person or by proxy at a  
 meeting duly called for this purpose.

Section 5. Notice 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 or 4 of  
 this paragraph shall be sent to all members not less than thirty  
 (30) days nor more than sixty (60) days in advance of the  
 meeting.

Section 6. Uniform Rate of Assessment. Both annual  
 and special assessments must be fixed at a uniform rate for all  
 Lots improved with Completed Dwelling Units. Prior to the  
 improvement of any Lot with a Completed Dwelling Unit, such lots  
 shall be exempt from assessments pursuant to Section 3 and 4.  
 Notwithstanding the provisions of Section 4, any Lots improved  
 with Completed Dwelling Units, while owned by Declarant and  
 unoccupied, shall be exempt from all assessments except to the  
 extent that the Association's expenses for a fiscal year exceed  
 the revenue which would be provided by the levy of the maximum  
 assessment allowed hereunder for the year on those lots subject  
 to assessment.

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.

Section 8. Nonpayment of Assessments. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the lesser of the rate of ten percent (10%) per annum, or at the highest legal rate of interest then allowable by law. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Owner's Lot, and there shall be added to the amount of such assessment interest, costs of the action and reasonable legal fees. The entire balance of the unpaid assessment for the remainder of the assessment year shall also become due, payable and collectable upon delinquency of any portion of the annual assessment. 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. Assessment Lien; Priority Thereof.

A. Notice of intent to create a lien.

(1) At any time within two (2) years after an Assessment is levied against a Lot and before it is paid in full to the Association, the Association may give notice to the Lot Owner thereof (by certified mail, return receipt requested) of the Association's intent to create a lien against such Lot (hereinafter referred to as a "Notice of Lien").

(2) The form of the Notice of Lien shall be determined by the Association in the exercise of its sole discretion, provided that the Notice of Lien complies with the requirements of section 14-203 of the Contract Lien Act.

B. Statement of Lien.

(1) The Association may execute and record among the Land Records, in accordance with the provisions of section 14-203 of the Contract Lien Act, a statement of lien for such Assessment (or any installments thereof, if payable in installments and if the Association elects to make such statement of lien applicable to such installment rather than to such Assessment in full), (a) within thirty (30) days after the Circuit Court of Prince George's County orders the imposition of a lien pursuant to such provisions, or (b) within one hundred twenty (120) days after giving the Notice of Lien, if the Lot Owner fails to file a complaint in the Circuit Court of Prince George's County within thirty (30) days after the Association gives the Notice of Lien in accordance with such provisions.

(2) The form of any such statement of lien shall be determined by the Association in the exercise of its sole discretion, provided that, when it is executed and recorded among the Land Records, it constitutes a "statement of lien" for purposes of the provisions of section 14-203 of the Contract Lien Act.

C. Effectiveness of Assessment Lien.

Each Assessment (or each installment thereof, if payable in installments) levied against a Lot shall constitute a lien (hereinafter referred to as an "Assessment Lien") upon the title to such Lot, from the time when a statement of lien for such Assessment or installment is recorded among the Land Records pursuant to the provisions of section 14-203 of the Contract Lien Act and the provisions of subsection 9.B.(1), until such Assessment or installment is paid.

D. Priority of Assessment Lien.

An Assessment Lien shall be subordinate to the lien of any Mortgage covering the Lot against which such Assessment is levied, if and only if such Mortgage is recorded among the Land Records before the recordation thereamong of a statement of lien creating such Assessment Lien.

E. Enforcement of Assessment Lien.

(1) An Assessment Lien may be enforced and foreclosed by the Association in the same manner and subject to the same requirements as are specified by the law of Maryland for the foreclosure of mortgages or deed of trust containing a power of sale or an assent to a decree, and covering real property situate and lying in the said County.

(2) (a) The Association shall be entitled (i) to protect the Association's right to collect any unpaid Assessment by purchasing the Lot against which it is levied, at any judicial or other sale involving the enforcement of any Assessment Lien or other lien against the Lot provided that such action is authorized by the Membership; (ii) to hold, lease, sublet, sell, convey and mortgage any such Lot so purchased; and (iii) if authorized by the Board of Directors to borrow any or all of the purchase money therefor.

(b) The payment of the purchase price for such Lot and of any interest charged for any such purchase money so borrowed shall be a Common Expense, and any income from any resale, mortgage or lease of such Lot shall be part of the Association Receipts.

Section 10. Curing of Default. Upon the timely curing of any default for which a Written Notice of Lien was filed by the Association as above provided, the Board is hereby authorized to prepare, execute and deliver to the defaulting Owner an appropriate Release of such Claim of Lien in proper form for recording, upon payment by the defaulting Owner of a reasonable fee to be determined by the Association.

Section 11. Cumulative Remedies. The assessment lien and the rights to foreclosure and sale provided for herein shall be in addition to and not in substitution for any and all rights and remedies which the Association may have hereunder and by law, including a suit to recover a money judgment for any unpaid assessments.

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

#### ARTICLE V

##### ARCHITECTURAL CONTROL

Section 1. Review by Board. No fence, wall, accessory building, porch, shed, awning or any other structure of any kind shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition, change, alteration or improvement, including change of colors, be made to any building upon any Lot or affecting any exterior feature, including but not limited to exterior lighting, shades, screens, patio covers, fences, walls, slabs, sidewalks, curbs, gutters, patios, balconies, porches, driveways or storm doors, until the plans and specifications showing the nature, kind, shape, height, materials, color and location of same have been submitted to and approved in writing by the Board as to harmony of external design and location in relation to surrounding structures. The Board may delegate its responsibilities hereunder to an architectural committee, composed of three (3) or more members appointed by the Board, who may or may not be Owners. In the event the Board, or its designated committee, fails to approve or disapprove any

proposed improvement, change or alteration described herein within sixty (60) days after the plans and specifications therefor have been submitted to it, approval shall conclusively be deemed to have been given. The provisions of this Article shall not apply to Declarant with respect to any new or original construction of a dwelling unit or appurtenances thereto.

Section 2. Limitation of Approvals. Construction or alterations in accordance with plans and specifications approved by the Board 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 Board (whether by affirmative action or by forbearance from action), and shall be substantially completed within six (6) months following the date of commencement, or within such other period as the Board shall specify in its approval. In the event construction is not commenced within the period aforesaid, approval of the plans and specifications by the Board shall be conclusively deemed to have lapsed and compliance with provisions of this Article shall again be required. There shall be no material deviation from the plans and specifications approved by the Board, without the prior consent in writing of the Board. Approval of any particular plans and specifications or design shall not be construed as a waiver of the right of the Board to disapprove such plans and specifications of any elements or features thereof, in the event such plans and specifications are subsequently submitted for use in any other instance.

Section 3. Certificate of Compliance. Upon completion of any construction or alterations or other improvements in accordance with plans and specifications approved by the Board in accordance with the provisions of this Article, the Board 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 Board and constructed or installed in full compliance with the provisions of this

Article and such other provisions and requirements of this Declaration as may be applicable.

Section 4. Rules and Regulations. The Board 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 as it may consider necessary or appropriate. The Board may charge and collect a reasonable fee for the examination of any plans and specifications submitted for approval pursuant to the provisions of this Article.

#### ARTICLE VI

##### COVENANT FOR EXTERIOR MAINTENANCE

Section 1. Obligation and Remedy. Each Owner shall keep all Lots owned by him, and all improvements located thereon, in good order and repair, including but not limited to, the mowing of all lawns, the pruning of all shrubbery and the painting, repair and other appropriate external care of the exterior of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management. If, in the opinion of the Board, any owner fails to perform the duties imposed by the preceding sentence, the Association, after approval by a two-thirds (2/3) decision of the Board, and after thirty (30) days' written notice to the Owner to remedy the condition in question, shall have the right, through its agents, employees or contractors to enter upon the Lot in question and to repair, maintain, repaint and restore the Lot or such improvement located thereon; and, the cost thereof shall be added to and become a part of the assessment to which such Lot is subject, collected and enforced in the manner prescribed in Article IV above.

Section 2. Entry. Any duly authorized agent, employee or contractor of the Association (acting through the Board) may at any reasonable time or times enter upon and inspect any Lot and the exterior of any building and improvements located thereon

for the limited purposes of: (i) ascertaining whether the maintenance of such Lot and the exterior of the improvements thereon are in compliance with the provisions hereof, and (ii) to perform any required repair or maintenance upon the default by the Owner of such Lot to do so; and, neither the Board, the Association nor any such agent, employee or contractor thereof shall be deemed to have committed a trespass or other wrongful act by reason of such entry, inspection and/or the performance of such repairs and maintenance.

Section 3. Maintenance of Easement Areas. Easements for the installation and maintenance of utility lines and facilities over, under and through the Lots, as shown on the recorded subdivision plats relating to the Property or as recorded in a separate instrument for the Property, are hereby reserved. Within these easement areas, no structure, fence, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of such utility lines or which may change the direction in or the flow of drainage channels in the said easement areas, or which may have obstruct or retard the flow of waters through drainage channels in the easement areas. The easement areas on each Lot shall be maintained continuously by the Owner of the Lot, except those improvements for which a public authority or a private or public utility company is responsible.

Section 4. Grading/Drainage. The Declarant, its agents and employees, shall have the right and privilege from the date hereof to enter upon any Lot at any time to change the grade of the ground and/or install or change drainage control devices on such Lot so as to alleviate any possible drainage and/or run off problems incurred in or resulting from the development of real property of the Declarant or its designees or assigns. Drainage swales which have been constructed to facilitate the drainage of one or more adjoining Lots, shall have no structures or planting thereon. Modifications to the

grade of such swales is prohibited. The drainage swales shall be maintained continuously by the owner of the Lot.

## ARTICLE VII

### USE RESTRICTIONS

Section 1. Common Area Restrictions. The Common Areas shall be used for recreational and park purposes, for pathways, parking, play structures, stormwater management, entrance sign structures, and ingress and egress to the lots. No improvements other than improvements normally used in connection with those uses shall be maintained upon Common Areas. No noxious or offensive activities shall be carried on upon any Common Area, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the surrounding community. No sign of any kind shall be displayed to the public view on any Common Area, except an entry sign or signs to the Property, signs used by Declarant to advertise the Property during the Development Period and such signs as may specifically be authorized by the Board. No animals shall be maintained on the Common Areas, and no such area shall be used as a dumping ground for rubbish, trash, garbage, nor shall any other waste be maintained thereon except in sanitary containers.

Section 2. Use of Lots. No Lot shall be used except for residential purposes.

Section 3. Clotheslines. No exterior clothesline or hanging device shall be allowed upon any Lot.

Section 4. Vehicle Restrictions. Except for parking within garages, and except as herein elsewhere provided, no junk vehicle, unlicensed or inoperable motor vehicle (which shall include, without limitation, any vehicle which would not pass applicable state inspection criteria), trailer, camp truck, tractor-trailer, house trailer, boat or other similar machinery or equipment shall be kept upon any Lot, nor (except for bona fide emergencies), shall the repair or extraordinary maintenance of automobiles or other motor vehicles be carried out thereon.

The Association may, in the discretion of the Board, provide and maintain a suitable area designated for the parking of such vehicles listed hereinabove.

Section 5. Offensive Activities. No noxious or offensive activities shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to adjoining Owners or others in the surrounding community.

Section 6. Signs. During the Development Period, no signs may be displayed upon any Lot except those erected by the Declarant. Thereafter, no signs other than signs for the sale of a dwelling unit shall be displayed, which signs shall not exceed four (4) square feet.

Section 7. Birds/Animals. No birds or animals shall be kept or maintained on any Lot, except for domestic purposes. The Board may, from time to time, publish and impose reasonable regulations setting forth the type and number of animals that may be kept on a Lot.

Section 8. Trash. No trash, garbage or other waste shall be maintained upon any Lot except in closed, sanitary containers, maintained in good repair at all times.

Section 9. Antennas. No outside television or radio antennas or dishes shall be erected, installed or maintained on any lot, or any structures thereon.

Section 10. Awnings. No awnings shall be installed or maintained over the front or side porches, doors or windows of any building.

Section 11. Temporary Structure, Pools, Tennis Courts, Storage Buildings. No structure of a temporary character, shack, barn, storage building or other outbuilding may be stored or constructed on any Lot at any time either temporarily or permanently. In addition, no tennis court or above ground pool may be erected or constructed on any Lot at any time.

Section 12. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lots. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

Section 13. Livestock and Poultry. No maintenance, keeping, boarding or raising of animals, livestock or poultry of any kind, regardless of number shall be permitted on any Lot or within any Completed Dwelling Unit, 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 shall have the authority, after a hearing, to determine whether a particular pet is a nuisance or a source of annoyance to other Owners, 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 Areas unless accompanied by a responsible person and unless they are carried or leashed. The Board shall have the right to adopt such additional rules and regulations regarding pets as it may from time to time consider necessary or appropriate.

Section 14. Subdivision. 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 the Declarant and, further, the provisions hereof shall not 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.

Section 15. Surface of Property. 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 may be installed or maintained upon any Lot above the surface of the ground.

Section 16. Trees. 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 Board.

Section 17. Fences, Walls, Hedges, Etc. No fence, wall, hedge or shrub shall be allowed to be erected, planted or constructed upon any Lot without prior approval of the Board, or its designated architectural review committee. No fence, wall, hedge or shrub over three (3) feet high shall be allowed to be erected, planted or constructed upon any Lot which is located at the intersection of two streets; the purpose of such restriction being to avoid obstruction of view at such intersections. In addition, no fence or wall of any kind shall be erected or constructed on any portion of a Lot closer to the street than the front corner of the house, and where two adjacent dwelling houses are located on lots fronting on a public street and are set back different distances from such street, no fence or wall between them (other than necessary retaining walls) shall be closer to the street than the front corner of the house most distant from the street. If a dwelling unit is constructed upon any Lot which is located at the intersection of two streets, no fence or wall shall be erected closer to the street than the side of the house which faces the street. No fence or wall shall be erected on or near any property line of any Lot without first obtaining a staked survey of such property line. Notwithstanding the foregoing, a Declarant shall be permitted to erect a temporary fence in the front yard of a Lot for purposes of display for model homes.

Section 18. Enforcement - Right to Remove or Correct Violations. In the event any 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 provision or requirements of this Article, the same shall be considered to have been undertaken in violation of this Article and without the approval of the Board required herein and, upon written notice from the Board, 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 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, the Association shall have the right through its agents and employees (but only after a resolution of the Board) to enter upon such Lot and to take such steps as may be necessary to remove or to otherwise terminate or abate such violation and the costs 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, in all respects and subject to the same limitations as provided in Article V of this Declaration. Neither the Association or any agent or employee shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection to remove or otherwise terminate or abate such violation.

## ARTICLE VIII

## MANAGEMENT

Section 1. Management Agent. The Board of Directors may employ for the Association a management agent or manager (the "Management Agent") at a rate of compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall from time to time authorize in

writing. The Management Agent shall perform such duties and services as the Board of Directors shall authorize in writing, including without limitation:

(a) to establish (with the approval of the Board of Directors of the Association) and provide for the collection of the annual maintenance assessments and any other assessments provided for in this Declaration and to provide for the enforcement of liens therefor in a manner consistent with law and the provisions of this Declaration;

(b) to provide for the care, upkeep, maintenance and surveillance of the Common Areas;

(c) to designate, hire and dismiss such personnel as may be required for the good working order, maintenance and efficient operation of the Common Areas;

(d) to promulgate (with the approval of the Board of Directors of the Association) and enforce such rules and regulations and such restrictions or requirements, "house rules" or the like as may be deemed proper respecting the use of the Common Areas; and

(e) to provide such other services (including legal and accounting services) for the Association as may be consistent with law and the provisions of this Declaration.

Section 2. Management Agreement. Any management agreement entered into by the Association shall provide, interalia, that such agreement may be terminated, with or without cause and without the payment of any termination fee, by either party upon thirty (30) days' prior written notice thereof to the other party. The term of any such management agreement shall not exceed one (1) year; provided however, that the term of any such management agreement may be renewable by mutual agreement of the parties for successive one-year periods.

## 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 hereinafter 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 the covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 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 of this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years.

(a) This Declaration may be amended during the first twenty (20) year period by an instrument executed by the President of the Association and attested to by the secretary thereof which contains therein a certification that the amendment has been approved by a vote of seventy-five percent (75%) of the votes entitled to be cast pursuant to Article III Sections 2 and 3 hereof.

(b) Any other provision of this Declaration to the contrary notwithstanding, neither the members, the Board of Directors nor the Association shall, by act or omission, take any of the following actions without the prior written consent and approval of the holders of at least fifty-one percent (51%) of the first mortgages of record on the lots:

7432 761

(1) abandon, partition, subdivide, encumber, sell or transfer any of the common areas; provided, however, that the granting of rights-of-way, easements and the like for public utilities or for other purposes consistent with the use of the common areas by the members of the Association shall not be considered a transfer within the meaning of this Section; or

(2) abandon or terminate this Declaration; or

(3) modify the method of determining and collecting common expense assessments or other assessments as provided for in this Declaration; or

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

(c) Anything contained in this Declaration notwithstanding, Declarant shall have the right to modify, amend, or supplement this Declaration unilaterally in the event that it is required to do so to obtain eligibility for the Property or part thereof in a federal finance or loan assurance program.

Section 4. Annexation. Additional residential property and Common Area may be annexed to the Property with the consent of two-thirds (2/3) of the votes of the combined classes of members. The provisions of this Section shall not limit or affect Declarant's rights under Article II Section 4 hereof.

Section 5. FHA/VA Approval. Provided that there are then Class B memberships of the Association outstanding, neither the members, the Board of Directors nor the Association shall, by act or omission, take any of the following actions without the prior written consent or approval of the Federal Housing Administration or the Veterans Administration, as the circumstances may require:

(a) make any annexation or additions of additional Property;

(b) abandon, partition, dedicate, subdivide, encumber, sell or transfer all or any part of the Common Area directly or indirectly owned by the Association; provided, however, that the granting of rights-of-way, easements and the like for public utilities or for other purposes consistent with the use of the Common Area by the members of the Association shall not be considered a transfer within the meaning of this Section, or

(c) abandon or terminate this Declaration; or

(d) modify or amend any provisions of this Declaration, the Bylaws or the Articles of Incorporation of the Association; or

(e) merge or consolidate the Association with any other entity or sell, lease, exchange or otherwise transfer all or substantially all of the assets of the Association in any other entity.

Section 6. Planning Board Approval. Any sale, transfer, assignment, dedication or donation of any common areas or facilities or any part thereof, in fee or otherwise, whether by the Association or the Declarant, shall require approval of the Prince George's County Planning Board of the Maryland-National Capital Park and Planning Commission, said approval not to be unreasonably withheld. Furthermore, the Commission shall have the right to bring any action for any legal or equitable relief necessary to enforce the aforementioned Commission rights. In addition, the rights, privileges and obligations afforded to the Prince George's County Planning Board of the Maryland-National Capital Park and Planning Commission, as set forth herein, shall not be subject to any amendment procedure.

Section 7. Notice to Mortgagees. The holder, insurer, or guarantor of a mortgage on any lot contained within the

7432 763

Property, upon written request stating its name and address and the lot or address of the lot on which it has a mortgage shall be given timely written notice of:

(a) any sixty day (60) delinquency in the payment of assessments or charges owed by the owner of the lot on which it holds the mortgage;

(b) a lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the owners' association; and

(c) any proposed action that requires the consent of a specified percentage of eligible holders.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein has hereunto set its hand and seal this 20<sup>th</sup> day of September, 1989

RICHMOND-AMERICAN HOMES OF  
VIRGINIA, INC.

STATE OF MARYLAND  
COUNTY OF PRINCE GEORGE'S, to wit:

On this 20<sup>th</sup> day of September, 1989, before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared Thomas J. Bellera, who acknowledged that he executed the foregoing instrument in the capacity therein stated and for the purposes therein contained.

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

Anna L. Byers  
Notary Public

My Commission Expires:

My Commission Expires July 1, 1990

(769)

7432 764

EXHIBIT "A"

Being a part of that parcel of land acquired by Richmond American Homes of Virginia, Inc., from Clarisse L. Lavine and Edward W. Nylén and John D. Gilmore, Trustees, by deed dated September 1, 1987 and recorded among the Land Records of Prince George's County, Maryland in Liber 6759 at Folio 779, and being more particularly described as follows:

Beginning for the same at a concrete monument found at the beginning of the first (1st) or 390.31 foot arc deed line as described in the aforesaid deed, said concrete monument also being on the westerly right of way line of Brown Station Road as shown on Prince George's County, Maryland Department of Public Works Plat Number 857, said concrete monument lying 32.00 feet westerly of and perpendicular to baseline station 65+42.25 as shown on said plat, thence running with the first (1st) thru the seventh (7th) deed lines as described in the aforesaid deed by the following seven (7) courses, and with the westerly right of way line of Brown Station Road the following three (3) courses:

1. 390.31 feet along the arc of a curve deflecting to the right, having a radius of 5697.58 feet and a chord bearing and distance of South 15°44'43" East, 390.23 feet to a concrete monument found, thence
2. South 13°46'58" East, 931.98 feet to a concrete monument found, thence
3. 448.41 feet along the arc of a curve deflecting to the right, having a radius of 5697.58 feet and a chord bearing and distance of South 11°31'41" East, 448.30 feet to a point, thence leaving said westerly right of way line, and binding on the northerly deed lines of the property acquired by Marlborough Development Corporation from Hal C.B. Clagett III, et al, recorded among the aforesaid

Land Records in Liber 6068 at Folio 652 by the following four (4) courses

4. South 88°34'57" West, 1027.97 feet to a point, thence
5. North 74°13'19" West, 332.65 feet to a point, thence
6. North 87°43'19" West, 148.50 feet to a point, thence
7. North 72°13'19" West, 214.50 feet to a point, thence  
running so as to cross the property described in  
Liber 6759 at Folio 779 by the following three (3)  
courses

8. North 30°00'00" West, 330.00 feet to a point, thence
9. North 63°49'11" West, 680.69 feet to a point, thence
10. South 84°37'55" West, 500.00 feet to a point at the  
beginning of the fifty-fifth (55th) or North  
12°27'43" West, 454.51 foot deed line as described  
in the aforesaid deed recorded in Liber 6759 at  
Folio 779, thence running with the fifty-fifth  
(55th) thru the sixty-ninth (69th) deed lines as  
described in said deed by the following fifteen  
(15) courses
11. North 12°27'43" West, 454.51 feet to a point on the  
second (2nd) deed from Earl T. Moore, et ux, to  
Elmer Perrie, et ux, recorded among the aforesaid  
Land Records in Liber 2465 at Folio 649, thence  
binding on the second (2nd) and third (3rd) deed  
lines of said deed by the following two (2) courses
12. North 74°35'25" East, 210.00 feet to a point, passing  
over an iron pipe found at 3.62 feet from the end  
of this course, thence
13. North 12°27'43" West, 414.73 feet to a point in the  
center of Brooke Road, thence running generally  
with the center of said Brooke Road the following  
three (3) courses
14. North 75°14'04" East, 632.49 feet to a point, thence
15. 35.62 feet along the arc of a curve deflecting to the

7432 765

right, having a radius of 164.12 feet and a chord bearing and distance of North 81°27'10" East, 35.55 feet to a point, thence

16. North 87°40'16" East, 332.57 feet to a point, thence leaving the centerline of said Brooke Road, and binding on the second (2nd) and third (3rd) deed lines as described in a deed from Earl Eugene Embrey to Denise M. Springer, recorded among the aforesaid Land Records in Liber 5315 at Folio 1 by the following two (2) courses
17. South 01°38'08" East, 189.05 feet to an iron pipe found, passing over an iron pipe found at 11.98 feet along said course, thence
18. North 88°08'52" East, 135.61 feet to a point, thence binding on the southerly and easterly lines of a plat of subdivision entitled "LOT 1 PERRIE PROPERTY" recorded among the aforesaid Land Records in Plat Book 61 as Plat Number 93 by the following two (2) courses
19. South 89°04'09" East, 233.98 feet to a point, thence
20. North 05°45'08" West, 203.83 feet to a point in the center of said Brooke Road, thence running with the center of said road by the following course
21. North 87°40'16" East, 1109.29 feet to a point on the right of way line of Brooke Road and Brown Station Road as shown on the aforesaid DPW&T Right of Way Plat Number 857, thence running with said right of way lines by the following four (4) courses
22. South 02°42'28" East, 25.54 feet to a point, thence
23. North 87°17'32" East, 40.00 feet to a point, thence
24. South 61°39'46" East, 46.72 feet to a point, thence
25. South 17°42'28" East, 57.75 feet to the point of beginning; containing 4,020,956.45 square feet or 92.30846 acres of land.

PLEASE RETURN TO:  
ROBERT H. ROSENBAUM  
MEYERS, BILLINGSLEY, SHIPLEY,  
CURRY, ROBBELL & ROSENBAUM.  
6801 KENILWORTH AVENUE, SUITE 400  
RIVERDALE, MARYLAND, 20737-1385

7432 767.

Saving and Excepting therefrom the following Parcels to be conveyed to The Maryland-National Capital Park and Planning Commission:

Parcel A, Block A, as shown on Plat 1 of Foxchase as per the plat thereof recorded in Plat Book NLP 147 at Plat 33

Parcel B, Block A, as shown on Plat 4 of Foxchase as per the plat thereof recorded in Plat Book NLP 147 at Plat 36

7432 768

EXHIBIT "B"

COMMON AREA

Parcel A, Block B, as shown on Plat 2 of Foxchase as per the plat thereof recorded in Plat Book NLP 147 at Plat 34;

Parcel B, Block B, as shown on Plat 7 of Foxchase as per the plat thereof recorded in Plat Book NLP 147 at Plat 39;

Parcel C, Block B, as shown on Plat 8 of Foxchase as per the plat thereof recorded in Plat Book NLP 147 at Plat 40

## EXHIBIT "C"

Being a part of that parcel of land acquired by Richmond American Homes of Virginia, Inc., from Clarisse L. Lavine and Edward W. Nylan and John D. Gilmore, Trustees, by deed dated September 1, 1987 and recorded among the Land Records of Prince George's County, Maryland, in Liber 6759 at Folio 779, and being more particularly described as follows:

Beginning for the same at a point at the beginning of the eighth (8th) or South 44°01'41" West, 297.00 foot deed line as described in the aforesaid deed, thence running with the eighth (8th) thru the fifty-fourth (54th) deed lines as described in said deed by the following forty-seven (47) courses, and binding on the northerly property lines of the property acquired by Marlborough Development Corporation from Hal C.B. Clagett III, et al, recorded among the aforesaid Land Records in Liber 6068 at Folio 652, by the following thirty-one (31) courses

1. South 44°01'41" West, 297.00 feet to a point, thence
2. South 30°16'41" West, 346.50 feet to a point, thence
3. South 07°45'19" East, 56.44 feet to a point, thence
4. South 53°14'41" West, 289.00 feet to a point, thence
5. South 84°54'41" West, 55.44 feet to a point, thence
6. North 80°06'19" West, 72.00 feet to a point, thence
7. South 55°54'41" West, 121.00 feet to a point, thence
8. South 79°24'41" West, 165.00 feet to a point, thence
9. North 68°35'19" West, 170.00 feet to a point, thence
10. South 80°24'41" West, 114.00 feet to a point, thence
11. North 89°37'19" West, 29.21 feet to a point, thence
12. South 47°24'41" West, 51.20 feet to a point, thence
13. North 79°35'19" West, 150.00 feet to a point, thence
14. South 75°24'41" West, 130.11 feet to a point, thence
15. South 40°54'41" West, 65.30 feet to a point, thence
16. North 25°20'19" West, 72.40 feet to a point, thence

17. North 73°50'19" West, 100.00 feet to a point, thence
18. North 17°50'19" West, 68.70 feet to a point, thence
19. North 61°05'19" West, 112.00 feet to a point, thence
20. North 04°39'41" East, 61.00 feet to a point, thence
21. North 76°35'19" West, 125.30 feet to a point, thence
22. North 48°50'19" West, 40.00 feet to a point, thence
23. South 55°49'41" West, 209.00 feet to a point, thence
24. South 37°15'41" West, 77.26 feet to a point, thence
25. North 69°35'19" West, 37.40 feet to a point, thence
26. South 52°46'41" West, 58.50 feet to a point, thence
27. North 88°50'19" West, 58.50 feet to a point, thence
28. South 67°11'41" West, 310.73 feet to a point, thence
29. South 59°34'41" West, 312.05 feet to a point, thence
30. North 81°11'29" West, 600.00 feet to a point, thence
31. North 12°02'33" West, 302.13 to an iron pipe found,  
thence binding on the land of Charles Howard, et  
ux, (L. 3418 at Folio 696) by the following three  
(3) courses
32. North 74°39'34" East, 845.63 feet to corner fence post  
found, thence
33. North 09°59'49" West, 72.93 feet to an iron pipe found,  
thence
34. North 38°13'49" West, 828.83 feet to a spike found in the  
center of Brooke Road, thence running generally  
with the centerline of said Brooke Road by the  
following seven (7) courses
35. North 45°25'04" East, 37.83 feet to a point, thence
36. North 62°01'02" East, 209.87 feet to a point, thence
37. North 54°23'52" East, 220.18 feet to a point, thence
38. North 45°17'02" East, 440.09 feet to a point, thence
39. North 53°47'28" East, 220.28 feet to a point, thence
40. North 62°02'33" East, 295.05 feet to a point, thence
41. North 52°34'16" East, 238.04 feet to an iron pipe

found, thence binding on the land of Warner H. Camp (L. 2322 at Folio 7) by the following five (5) courses

42. South  $12^{\circ}34'42''$  East, 373.06 feet to an iron pipe found, thence
43. South  $12^{\circ}32'49''$  East, 546.01 feet to a concrete monument found, thence
44. North  $84^{\circ}44'21''$  East, 165.00 feet to an iron pipe found, thence
45. North  $63^{\circ}10'41''$  East, 132.14 feet to an iron pipe found, thence
46. North  $66^{\circ}11'11''$  East, 214.49 feet to an iron pipe found, thence binding on the land of Warner H. Camp (L. 2378 at Folio 126) by the following course
47. North  $84^{\circ}37'55''$  East, 54.91 feet to a point, thence running so as to cross the property described in the aforesaid deed recorded in Liber 6759 at Folio 779 by the following three (3) courses
48. North  $84^{\circ}37'55''$  East, 500.00 feet to a point, thence
49. South  $63^{\circ}49'11''$  East, 680.69 feet to a point, thence
50. South  $30^{\circ}00'00''$  East, 330.00 feet to the point of beginning; containing 4,293,689.72 square feet or 98.56955 acres of land.

7432 772

PLEASE RETURN TO:  
ROBERT H. ROSENBAUM  
MEYERS, BILLINGSLEY, SHIPLEY,  
CURRY, JOHNSON & ROSENBAUM  
6801 RIVERWORTH AVENUE, SUITE 400  
RIVERDALE, MARYLAND, 20737-1385

PLEASE RETURN TO:  
ROBERT H. ROSENBAUM  
MEYERS, BILLINGSLEY, SHIPLEY,  
CURRY, JOHNSON & ROSENBAUM  
6801 RIVERWORTH AVENUE, SUITE 400  
RIVERDALE, MARYLAND, 20737-1385

7516 598

AMENDMENT TO DECLARATION OF COVENANTS  
CONDITIONS AND RESTRICTIONS

THIS AMENDMENT TO DECLARATION, made on the date  
hereinafter set forth by Richmond-American Homes of Virginia,  
Inc., hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, prior hereto Declarant executed a certain  
Declaration of Covenants, Conditions and Restrictions which was  
recorded at Liber 7432, folio 740 of the Land Records of Prince  
George's County and a Supplemental Declaration of Covenants,  
Conditions and Restrictions recorded in Liber 7432, folio 773,  
which said Declaration and Supplement related to and was  
applicable to certain property described therein, and

WHEREAS, Declarant remains the owner of said property  
and by this Amendment desires to correct the name designated in  
said Declaration under Article I Section 1 for the Association.

NOW, THEREFORE, Declarant hereby amends Article I  
Section 1 to read as follows:

Section 1. "Association" shall mean and refer to  
Foxchase/Marlboro Homeowner's Association, Inc., its successors  
and assigns.

IN WITNESS WHEREOF, the undersigned, being the Declarant  
herein has hereunto set its hand and seal this 29<sup>th</sup> day  
of November, 1989.

Richmond-American Homes of  
Virginia, Inc.

By: [Signature]

STATE OF Maryland  
COUNTY OF Anne Arundel to wit:

On this 29<sup>th</sup> day of November, 1989,  
before me, the undersigned, a Notary Public in and for the State  
and County aforesaid, personally appeared Thomas J. Palermo  
who acknowledged himself to be  
the President of Richmond-American Homes of  
Virginia, Inc., and that he, as such President, being  
authorized so to do, executed the foregoing instrument for the  
purposes therein contained by signing the name of the  
Corporation by himself as such President.

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

[Signature]  
Notary Public

My Commission Expires:

July 1, 1990

PLEASE RETURN TO:  
ROBERT H. ROSENBAUM  
MEYERS, BILLINGSLEY, SHIPLEY,  
CURRY, ROBBELL & ROSENBAUM  
6801 KENILWORTH AVENUE, SUITE 400  
RIVERDALE, MARYLAND 20737-1035

Dec 21 3 32 PM '89

CLERK OF THE  
CIRCUIT COURT  
NORMAN L. PRITCHETT

7684 471

SECOND AMENDMENT TO DECLARATION OF COVENANTS  
CONDITIONS AND RESTRICTIONS

THIS SECOND AMENDMENT to Declaration of Covenants,  
Conditions and Restrictions made this 25<sup>th</sup> day  
of June, 1990 by Richmond-American Homes of  
Virginia, Inc., hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant executed a certain Declaration of  
Covenants, Conditions and Restrictions recorded among the Land  
Records of Prince George's County, Maryland, in Liber 7432,  
Folio 740; supplemented by Supplemental Declaration of  
Covenants, Conditions and Restrictions recorded in Liber 7432,  
Folio 773; and amended by Amendment to Declaration of Covenants,  
Conditions and Restrictions recorded in Liber 7516 Folio 598  
(hereinafter collectively referred to as the "Declaration"); and

WHEREAS, in Article IX, Section 3 thereof Declarant retained  
the right to amend the Declaration to obtain eligibility for the  
Properties or part thereof in a federal finance or loan  
assurance program, and in order to comply with certain Veterans  
Administration loan guaranty program requirements, Declarant is  
required to amend the Declaration as provided hereinbelow.

NOW, THEREFORE, Declarant hereby amends the Declaration as  
follows:

1. Article IX, Section 3 is amended to read as follows:

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 of this Declaration is  
recorded, after which time they shall be automatically extended  
for successive periods of ten (10) years. This Declaration may  
be amended by an instrument executed by the President of the  
association and attested to by the secretary thereof which  
contains therein a certification that the amendment has been  
approved by a vote of ninety percent (90%) of the votes entitled

JUN 26 8 30 AM '90

CLERK OF THE  
CIRCUIT COURT  
NORMAN L. PRITCHETT

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REC FEE 11.50

to be cast pursuant to Article III Section 2 hereof during the first twenty (20) years and by a vote of seventy-five percent (75%) of the votes entitled to be cast thereafter; and as to amendments of a material nature by an additional vote of fifty-one percent (51%) of the mortgage holders who have given notice pursuant to Section 7 of this Article. Anything contained in this Declaration notwithstanding, Declarant shall have the right to modify, amend, or supplement this Declaration unilaterally in the event that it is required to do so to obtain eligibility for the Properties or part thereof in a federal finance or loan assurance program.

2. All other terms and conditions of the Declaration not amended hereby shall remain in full force and affect.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal on the date first written above.

WITNESS:

Richmond-American Homes  
of Virginia, Inc.

By: Peter B. Thompson V.P.

STATE OF Virginia  
COUNTY OF Fairfax

to wit:

I hereby certify that on this 25<sup>th</sup> day of June, 1990, before me, the subscriber, a Notary Public for the State of and county aforesaid, personally appeared Peter B. Thompson known to me or satisfactorily proven to be the Vice President of Richmond-American Homes of Virginia, Inc., and that he, as such Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such Vice President.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

Cheryl K. Ritondale  
Notary Public

My Commission Expires: 3-31-91

-2-



**RICHMOND  
AMERICAN**

A Subsidiary of  
MDC Holdings, Inc.  
A New York  
Stock Exchange Company

LOUIS C. SMITH  
Special Project Manager

1531 Edgewood St.  
Suite M  
Baltimore, MD 21227  
(301) 644-0800

7689 807

THIRD AMENDMENT TO DECLARATION OF COVENANTS  
CONDITIONS AND RESTRICTIONS

THIS THIRD AMENDMENT to Declaration of Covenants, Conditions  
and Restrictions made this 28<sup>th</sup> day of June,  
1990 by Richmond-American Homes of Virginia, Inc., hereinafter  
referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant executed a certain Declaration of  
Covenants, Conditions and Restrictions recorded among the Land  
Records of Prince George's County, Maryland, in Liber 7432,  
Folio 740; supplemented by Supplemental Declaration of  
Covenants, Conditions and Restrictions recorded in Liber 7432,  
Folio 773; and amended by Amendment to Declaration of Covenants,  
Conditions and Restrictions recorded in Liber 7516, Folio 598  
and Second Amendment to Declaration of Covenants, Conditions and  
Restrictions recorded in Liber 7884, Folio 471 (hereinafter  
collectively referred to as the "Declaration"); and

WHEREAS, in Article IX, Section 3 thereof Declarant retained  
the right to amend the Declaration to obtain eligibility for the  
Properties or part thereof in a federal finance or loan  
assurance program, and in order to comply with certain Veterans  
Administration loan guaranty program requirements, Declarant is  
required to amend the Declaration as provided hereinbelow.

NOW, THEREFORE, Declarant hereby amends the Declaration as  
follows:

1. Article IX, Section 6 is amended to read as follows:

Section 6. Uniform Rate of Assessment. Both annual  
and special assessments must be fixed at a uniform rate for all  
Lots improved with Completed Dwelling Units. Prior to the  
improvement of any Lot with a Completed Dwelling Unit, such lots  
shall be exempt to the extent of 75% of the assessments pursuant  
to Sections 3 and 4. To the extent that the Association's  
expenses or reserve funds for a fiscal year exceed the revenue

JUN 29 11 53 AM '90

CLERK OF THE  
CIRCUIT COURT  
NORMAN L. PRITCHETT

MAILED 001 JUN 29 1990  
FEE 12.50

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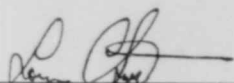
which would be provided by the levy of the maximum assessment allowed hereunder for the year on those lots subject to such assessment, the reduction in assessment provided herein shall be inapplicable.


2. All other terms and conditions of the Declaration not amended hereby shall remain in full force and affect.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal on the date first written above.

WITNESS:

Richmond-American Homes  
of Virginia, Inc.



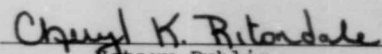
By:   
Vice President

STATE OF Virginia  
COUNTY OF Fairfax

to wit:

I hereby certify that on this 28 day of June, 1990, before me, the subscriber, a Notary Public for the State of and county aforesaid, personally appeared Peter R. Thompson, known to me or satisfactorily proven to be the Vice President of Richmond-American Homes of Virginia, Inc., and that he, as such Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such Vice President.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

  
Notary Public

My Commission Expires: 3-31-94

PLEASE RETURN TO:  
ROBERT H. ROSENBAUM  
MEYERS, BILLINGSLEY, SHIPLEY,  
CURRY, ROBBELL & ROSENBAUM  
6801 KENILWORTH AVENUE, SUITE 400  
RIVERDALE, MARYLAND, 20737-1385

8309 232

FOURTH AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS

THIS FOURTH AMENDMENT is made this 12<sup>th</sup> day of May,  
1992, by the FOXCHASE/MARLBORO HOMEOWNER'S ASSOCIATION, INC.,  
a Maryland non-stock corporation, its successors and assigns (the  
"Association").

RECITALS

WHEREAS, Richmond American Homes of Virginia, Inc., as  
Declarant, executed a certain Declaration of Covenants,  
Conditions and Restrictions dated September 20, 1989 and recorded  
among the Land Records of Prince George's County, Maryland, at  
Liber 7432, Folio 740, as supplemented by a Supplemental  
Declaration of Covenants, Conditions and Restrictions dated  
September 20, 1989 and recorded in the aforesaid Land Records at  
Liber 7432, Folio 773, and as amended by an Amendment to  
Declaration of Covenants, Conditions and Restrictions dated  
November 29, 1989 and recorded in the aforesaid Land Records at  
Liber 7516, Folio 598, a Second Amendment to Declaration of  
Covenants, Conditions and Restrictions dated June 25, 1990 and  
recorded in the aforesaid Land Records at Liber 7684, Folio 471  
and a Third Amendment to Declaration of Covenants, Conditions and  
Restrictions dated June 28, 1990 and recorded in the aforesaid  
Land Records at Liber 7689, Folio 807 (collectively, the  
"Declaration");

WHEREAS, Article IX, Section 3 of the Declaration, as  
amended, provides that the Declaration may be amended during the  
first twenty (20) year period upon approval by a vote of ninety  
percent (90%) of the votes entitled to be cast; and

WHEREAS, Article IX, Section 5(d) of the Declaration  
requires the prior written consent or approval of the Federal  
Housing Administration or the Veterans Administration for an  
amendment of the Declaration; and

MAY 14 1 47 PM '92

CLERK OF THE  
CIRCUIT COURT

REC FEE 25.50  
CC TIFRV 2.00

MAY 14 2001 10:13:56

8309 233

WHEREAS, the Association now wishes to further amend the Declaration, as hereinafter described, and such amendment has been approved by the requisite percentage of votes entitled to be cast thereon and by the Veterans Administration.

WITNESSETH

NOW, THEREFORE, the Association hereby amends the Declaration as follows:

1. Paragraph 1 of the Third Amendment to Declaration of Covenants, Conditions and Restrictions mistakenly states that "Article IX" is being amended, instead of correctly referring to "Article IV" as being amended. The first sentence of Paragraph 1 of the Third Amendment is hereby deleted and the following is inserted in lieu thereof: "Article IV, Section 6 is amended to read as follows:"

2. Article IV, Section 7 of the Declaration is hereby deleted in its entirety, and the following is inserted in lieu thereof:

Section 7. Date of Commencement of Annual Assessments Due Dates. The annual assessments provided for herein shall commence as to all of the recorded Lots within a section (as described below) on the first day of the month following the conveyance of the first Lot in such section to an Owner (who is not the Declarant or a participating builder). If the Common Area is conveyed to the Association prior to the conveyance of a Lot to an Owner (who is not the Declarant or a participating builder), Declarant shall pay for the cost of maintaining the Common Area until such time as a Lot is conveyed to an Owner and the payment of annual assessments commences hereunder. The first annual assessment for a section 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 required to pay assessments 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. For purposes of this Section 7, the Property shall be comprised of nineteen sections, consisting of the following Lots:

8309 234

<u>SECTION</u>	<u>LOTS</u>	<u>BLOCK</u>	<u>SHOWN ON PLAT NO.</u>	<u>PLAT BOOK NLP</u>
1	1-4 1-15	A B	2	147 at 34
2	5-13 16-31	A B	3	147 at 35
3	14-28 39-42 32-34	A A B	5	147 at 37
4	29-38 43-47 35-41	A A B	6	147 at 38
5	42-56	B	8	149 at 8
6	70-81	A	9	147 at 41
7	48-69	A	10	147 at 42
8	1-8 1-16	C D	12	150 at 9
9	9-12 17-32	C D	13	150 at 10
10	33-45	D	14	150 at 11
11	64-71 46-51	C D	15	150 at 12
12	44-63	C	16	150 at 13
13	13-16 3-8	C E	18	150 at 15
14	37-43 1,2 57-61	C E E	19	150 at 16
15	9-15 48-56	E E	20	150 at 17
16	17-25 16-22	C E	21	150 at 18
17	26-29 23-33	C E	22	150 at 19
18	30 34,35	C E	23	150 at 20
19	31-36 36-47	C E	24	150 at 21

Upon the conveyance of any Lot in a section to an Owner (who is not the Declarant or a participating builder), each of the Lots in such section shall be subject to and obligated to pay the then-existing annual assessment, as adjusted for the number of months remaining in the calendar year.

3. Except as modified and amended herein, the Declaration and the terms and conditions contained therein shall

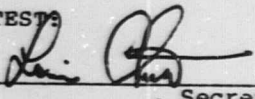
8309 235

remain in full force and effect. In the event of any conflict between the terms and provisions of the Declaration and the terms and provisions of this Fourth Amendment, the terms and provisions of this Fourth Amendment shall control.

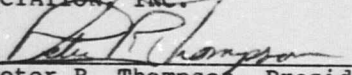
4. Attached hereto as Exhibit A is a Certification executed by the President of the Association and attested to by the Secretary thereof stating that this Fourth Amendment has been approved by the votes of ninety percent (90%) of the votes entitled to be cast thereon pursuant to Article III, Sections 2 and 3 of the Declaration, and the votes of fifty-one percent (51%) of the mortgage holders who have given notice pursuant to Article IX, Section 3 of the Declaration, as amended.

WITNESS the following signatures and seals:

ATTEST:

  
\_\_\_\_\_, Secretary

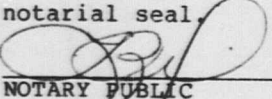
FOXCHASE/MARLBORO HOMEOWNER'S  
ASSOCIATION, INC.

By:  (SEAL)  
Peter R. Thompson, President

COMMONWEALTH OF VIRGINIA  
COUNTY OF FAIRFAX, to-wit:

I hereby certify that on this 12<sup>th</sup> day of May, 1992, before me, a Notary Public in and for the Commonwealth aforesaid, personally appeared Peter R. Thompson, who acknowledged himself to be the President of Foxchase/Marlboro Homeowner's Association, Inc., a body corporate, and that he, as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Corporation by himself as President.

AS WITNESS my hand and notarial seal.

  
NOTARY PUBLIC

My Commission expires: November 30, 1994.

8309 236

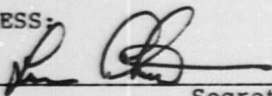
Exhibit A


CERTIFICATION

The undersigned, being the duly elected and authorized President of Foxchase/Marlboro Homeowner's Association, Inc., hereby certifies that the Fourth Amendment, to which this Certification is attached and made a part, has been duly considered and approved by a vote of not less than ninety percent (90%) of the votes entitled to be cast thereon pursuant to Article III, Sections 2 and 3 of the Declaration, and by fifty-one percent (51%) of the mortgage holders who have given notice to the Association pursuant to Article IX, Section 7 of the Declaration.

WITNESS the hand and seal of the President of Foxchase/Marlboro Homeowner's Association, Inc. on this 10<sup>th</sup> day of May, 1992.

WITNESS:

  
\_\_\_\_\_, Secretary

 (SEAL)  
Peter R. Thompson, President

JLP:3/16/92  
Amendment/to/Declaration; Misc/Subd

8309 237

83 878

RETURN TO  
RICHMOND AMERICAN HOMES OF MD, INC  
3701 PENDER DRIVE - SUITE 200  
FAIRFAX, VA 22030

**FIFTH AMENDMENT AND DE-ANNEXATION TO DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS**

APR 6 12 27 PM '94

THIS FIFTH AMENDMENT is made this 23rd day of March, 1994 by RICHMOND AMERICAN HOMES OF VIRGINIA, INC. and RICHMOND AMERICAN HOMES OF MARYLAND, INC. (collectively, the "Declarant") and FOXCHASE/MARLBORO HOMEOWNER'S ASSOCIATION, INC. (the "Association").

**RECITALS**

WHEREAS, Richmond American Homes of Virginia, Inc. executed a certain Declaration of Covenants, Conditions and Restrictions dated September 20, 1989 and recorded among the Land Records of Prince George's County, Maryland at Liber 7432, Folio 740, as supplemented by a Supplemental Declaration of Covenants, Conditions and Restrictions dated September 20, 1989 and recorded in the aforesaid Land Records at Liber 7432, Folio 773, and as amended by an Amendment to Declaration of Covenants, Conditions and Restrictions dated November 29, 1989 and recorded in the aforesaid Land Records at Liber 7516, Folio 598, a Second Amendment to Declaration of Covenants, Conditions and Restrictions dated June 25, 1990 and recorded in the aforesaid Land Records at Liber 7684, Folio 471, a Third Amendment to Declaration of Covenants, Conditions and Restrictions dated June 28, 1990 and recorded in the aforesaid Land Records at Liber 7689, Folio 807, and a Fourth Amendment to Declaration of Covenants, Conditions and Restrictions executed by the Association dated May 12, 1992 and recorded in the aforesaid Land Records at Liber 8309, Folio 232 (collectively, the "Declaration");

WHEREAS, Article IX, Section 3 of the Declaration provides that the Declaration may be amended during the first twenty (20) year period upon approval by a vote of the Owners of ninety percent (90%) of the votes entitled to be cast;

WHEREAS, Article IX, Section 3 of the Declaration provides the Common Areas may not be abandoned, sold or transferred without the prior written consent and approval of the holders of at least fifty-one percent (51%) of the first mortgages of records of the Lots (the "First Mortgagees");

WHEREAS, Article IX, Section 5 of the Declaration provides that the Declaration may not be modified or amended, and the Common Areas may not be abandoned, sold or transferred, without the prior written consent or approval of the Federal Housing Administration ("FHA") or the Veterans Administration ("VA");

WHEREAS, Article IX, Section 6 of the Declaration provides that the Common Areas may not be sold, transferred or assigned without the approval of the Prince George's County Planning Board of the Maryland-National Capital Park Planning Commission (the "Commission"), said approval not to be unreasonably withheld;

PRINCE GEORGE'S COUNTY, MD.  
NO TRANSFER/RECORDATION  
TAXES TO BE COLLECTED  
DATE 4-6-94 BY CB

WHEREAS, the real property encumbered by the Declaration (the "Foxchase Property") includes certain land described on Exhibit A attached hereto (the "Adjacent Property"), which Adjacent Property has not yet been developed by the Declarant;

WHEREAS, the Declarant now wishes to de-annex the Adjacent Property from the remainder of the Foxchase Property, for the purpose of encumbering the Adjacent Property with a new Declaration of Covenants, Conditions and Restrictions, and establishing a new Homeowner's Association, to manage the affairs of the Adjacent Property as a separate subdivision distinct from the remainder of the Foxchase Property; and

WHEREAS, the Declarant now wishes to further amend the Declaration and de-annex the Adjacent Property, as hereinafter described, and such amendment has been approved by the requisite percentage of votes entitled to be cast thereon by the Owners, as evidenced by the Certification attached hereto as Exhibit B, and which has been further approved by: (i) the VA, as evidenced by the letter dated December 20, 1993 from Carolyn Olds-McCarty, a copy of which is attached hereto as Exhibit C; (ii) the requisite percentage of the First Mortgagees; and (iii) the Commission.

#### WITNESSETH

NOW, THEREFORE, Declarant and Association hereby amend the Declaration as follows:

1. "Property" as defined in Article I, Section 3 of the Declaration, as amended, is hereby modified to de-annex the Adjacent Property, to the end and effect that the "Property" shall hereinafter mean and refer only to the real property described on Exhibit D attached hereto and made a part hereof by reference, and such additions thereto as may hereafter be brought within the jurisdiction of the Association, as if the Adjacent Property had never been annexed to or incorporated in the Property.
2. The term "Common Areas", as defined in Article I, Section 4 of the Declaration, is hereby modified to mean the real property hereinafter described, it being the intention of the Declarant and Association to convey the remaining Common Areas previously transferred to the Association to the new Homeowner's Association for the Adjacent Property:

Parcel A, Block B, as shown on Plat Two of FOXCHASE as per the plat thereof recorded in the Land Records of Prince George's County, Maryland in Plat Book NLP 147 at Plat No. 34;

Parcel B, Block B, as shown on Plat Seven of FOXCHASE as per the plat thereof recorded in the aforesaid Land Records in Plat Book NLP 147 at Plat No. 39; and

Parcel E, Block A, as shown on Plat of Correction of Plat Nine of FOXCHASE as per the plat thereof recorded in the aforesaid Land Records in Plat Book NLP 149 at Plat No. 9.

Parcel C, Block A, as shown on Plat Eleven of FOXCHASE as per the plat thereof recorded in the aforesaid Land Records in Plat Book NLP 147 at Plat No. 43.

Parcel D, Block B, as shown on Plat Twenty-Five, A Resubdivision of Parcel C, of FOXCHASE, as per the plat thereof recorded in the aforesaid Land Records in Plat Book NLP 155 at Plat No. 23.

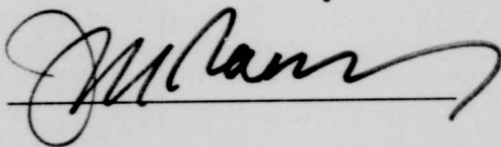
3. Article II, Section 4 of the Declaration is hereby modified to provide that no additional property contiguous to the Property may be brought within the scheme of the Declaration.

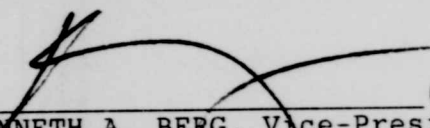
4. Except as heretofore and hereby modified and amended, the Declaration and the terms and conditions contained therein shall be and remain in full force and effect. In the event of any conflict between the terms and provisions of the Declaration and the terms and provisions of this Fifth Amendment, the terms and provisions of this Fifth Amendment shall control.

IN WITNESS WHEREOF, the undersigned have hereunto caused their hands and seals to be set forth as of the day and year first above written.

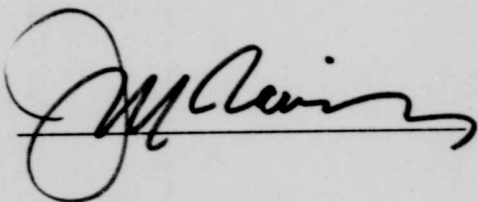
WITNESS:

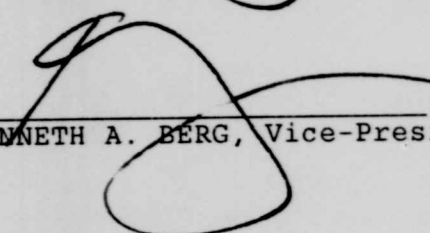
RICHMOND AMERICAN HOMES OF VIRGINIA, INC.



By:  (SEAL)  
KENNETH A. BERG, Vice-President

RICHMOND AMERICAN HOMES OF MARYLAND, INC.



By:  (SEAL)  
KENNETH A. BERG, Vice-President

9475. 526

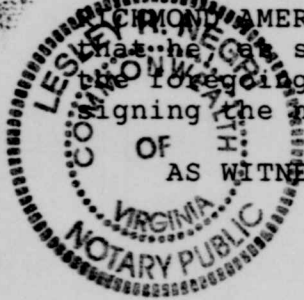
FOXCHASE/MARLBORO HOMEOWNER'S  
ASSOCIATION, INC.

[Signature]

By: [Signature] (SEAL)  
PETER R. THOMPSON, President

COMMONWEALTH OF VIRGINIA, COUNTY OF Fairfax, to wit:

I HEREBY CERTIFY that on this 23rd day of March, 1994,  
before me, a Notary Public in and for the State aforesaid,  
personally appeared KENNETH A. BERG, who acknowledged himself to be  
the Vice-President of RICHMOND AMERICAN HOMES OF VIRGINIA, INC. and  
RICHMOND AMERICAN HOMES OF MARYLAND, INC., bodies corporate, and  
that he, as such Vice-President, being authorized so to do, executed  
the foregoing instrument for the purposes therein contained, by  
signing the names of the Corporations by himself as such officer.



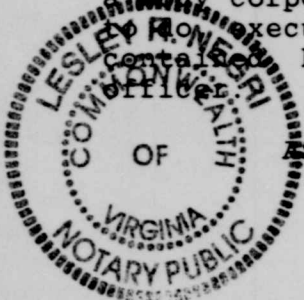
AS WITNESS my hand and notarial seal.

[Signature]  
Notary Public

My Commission Expires: 11-30-94

COMMONWEALTH OF VIRGINIA, COUNTY OF FAIRFAX, to wit:

I HEREBY CERTIFY that on this 23rd day of March, 1994,  
before me, a Notary Public in and for the Commonwealth aforesaid,  
personally appeared PETER R. THOMPSON, who acknowledged himself to  
be the President of FOXCHASE/MARLBORO HOMEOWNER'S ASSOCIATION, INC.,  
a body corporate, and that he, as such officer being authorized so  
to do, executed the foregoing instrument for the purposes therein  
contained by signing the name of the Corporation by himself as such  
officer.



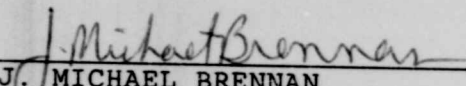
AS WITNESS my hand and notarial seal.

[Signature]  
Notary Public

My Commission Expires: 11-30-94

9475. 527

I HEREBY CERTIFY that the foregoing instrument was prepared under the supervision of the undersigned, an attorney admitted to practice before the Maryland Court of Appeals.

  
J. MICHAEL BRENNAN

AMEN2447.JMB

Exhibit A

All of that property known as Foxchase Section IIB, and shown on those certain Plats numbered Twelve through Twenty-Four, "FOXCHASE", and recorded among the Land Records of Prince George's County, Maryland on October 30, 1989 at Plat Book NLP 150, Plat Nos. 9 through 21.

BEING a portion of the land conveyed by Clarisse L. Lavine, Edward W. Nysten, Trustee and John D. Gilmore, Trustee, to Richmond American Homes of Virginia, Inc. by Deed dated September 1, 1987 and recorded among the aforesaid Land Records at Liber 6759, Folio 779.

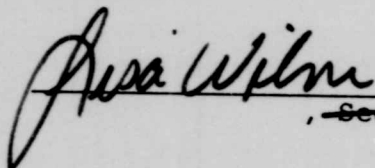
exhibita.jmb

EXHIBIT BCERTIFICATION

The undersigned, being the duly elected and authorized President of Foxchase/Marlboro Homeowner's Association, Inc., hereby certifies that the Fifth Amendment, to which this Certification is attached and made a part thereof, has been duly considered and approved by a vote of not less than ninety percent (90%) of the votes entitled to be cast thereon pursuant to Article III, Sections 2 and 3 of the Declaration, and by fifty-one percent (51%) of the mortgage holders who have given notice to the Association pursuant to Article IX, Section 7 of the Declaration.

WITNESS the hand and seal of the President of Foxchase/Marlboro Homeowner's Association, Inc. on this 23rd day of March, 1994.

WITNESS:

  
\_\_\_\_\_  
Secretary

 (SEAL)  
\_\_\_\_\_  
PETER R. THOMPSON, President



Exhibit C 530

DEPARTMENT OF VETERANS AFFAIRS  
Regional Office  
941 North Capitol Street NE  
Washington DC 20421

DECEMBER 20, 1993

In Reply Refer To:

J. MICHAEL BRENNAN, VENABLE,  
BAETJER AND HOWARD  
210 ALLEGHENY AVE, P.O. BOX 5517  
TOWNSON, MARYLAND 21285-5517

372/262  
RE: PUD SUBMISSION  
PROJECT: FOXCHASE  
PRINCE GEORGES CO MD  
VA FILE NO: 2099

Dear Mr. Brennan:

A review of the documentation submitted for de-annexation has been reviewed by District Council and found to be acceptable.

Sincerely Yours,

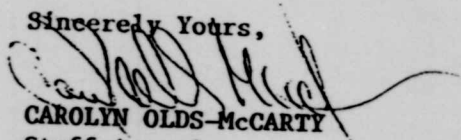
  
CAROLYN OLDS-McCARTY  
Staff Appraiser

Exhibit DDescription of Remainder of Foxchase Property

1. Lots 1-4, Block A and Lots 1-15 and Parcel A, Block B as shown on Plat Two, Lots 1 Thru 4, Block A and Lots 1 Thru 15 and Parcel A, Block B, "FOXCHASE," the same being recorded among the Land Records of Prince George's County, Maryland in Plat Book NLP 147 at Plat No. 34.
2. Lots 5-13, Block A and Lots 16-31, Block B as shown on Plat Three, Lots 5 Thru 13, Block A, and Lots 16 Thru 31, Block B, "FOXCHASE", the same being recorded among the Land Records of Prince George's County in Plat Book NLP 147 at Plat No. 35.
3. Lots 14-28 and Lots 39-42, Block A and Lots 32-34, Block B, as shown on Plat Five, Lots 14 Thru 28 and Lots 39 Thru 42, Block A and Lots 32 Thru 34, Block B, "FOXCHASE", the same being recorded among the Land Records of Prince George's County in Plat Book NLP 147 at Plat No. 37.
4. Lots 29-38 and 43-47, Block A and Lots 35-41, Block B, as shown on Plat Six, Lots 29 Thru 38 and 43 Thru 47, Block A and Lots 35 Thru 41, Block B, "FOXCHASE", the same being recorded among the Land Records of Prince George's County in Plat Book NLP 147 at Plat No. 38.
5. Parcel B, Block B as shown on Plat Seven, Parcel B, Block B, "FOXCHASE", the same being recorded among the Land Records of Prince George's County in Plat Book NLP 147 at Plat No. 39.
6. Lots 42-56, Block B, as shown on Plat of Correction of Plat Eight, Lots 42 Thru 56 & Parcel C, Block B, "FOXCHASE", the same being recorded among the Land Records of Prince George's County in Plat Book NLP 149 at Plat No. 8.
7. Lots 70-81 and Parcel E, Block A, as shown on Plat of Correction of Plat Nine, Lots 70 Thru 81 and Parcel E, Block A, "FOXCHASE", the same being recorded among the Land Records of Prince George's County in Plat Book NLP 149 at Plat No. 9.
8. Lots 48-69, Block A, as shown on Plat of Correction of Plat Ten, Lots 48 Thru 69, Block A, "FOXCHASE", the same being recorded among the Land Records of Prince George's County in Plat Book NLP 149 at Plat No. 10.
9. Parcel C, Block A, as shown on Plat Eleven, Parcel C, Block A, "FOXCHASE", the same being recorded among the Land Records of Prince George's County in Plat Book NLP 147 at Plat No. 43.
10. Parcel D, Block B, as shown on Plat Twenty-Five, Parcels D & E, Block B, a Resubdivision of Parcel C, Block B, "FOXCHASE", the same being recorded among the Land Records of Prince George's County in Plat Book NLP 155 at Plat No. 23.

exhibitf.jmb