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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by Northridge Limited Partnership, a Maryland Limited Partnership, hereinafter referred to as "Declarant:.

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Prince George's County, State of Maryland, which is more particularly described as: SEE SCHEDULE "A" ATTACHED HERETO AND MADE A PART HEREOF.

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

ARTICLE I DEFINITIONS

Section 1. "Association" shall mean and refer to "WOODSTREAM EAST

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

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

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time c? conveyance of the first lot in each section as set forth in Article 5, Section 6, is described as follows:

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Parcels 1 and 2, Block "A" as delineated on a plat of subdivision to be recorded and entitled "Plat One, Woodstream East";

Parcels 5 and 4, Block "A" as delineated on a plat of subdivision to be recorded and entitled "Piat Two, Woodstream East".

Section 5. "Party Pence" shall mean and refer to a fence situate, or intended to be situate, on the boundary line between adjoining properties.

Section 6. "Party Wall" shall mean and refer to the entire wall, all or a portion of which is used for support of each adjoining property situate or intended to be situate, on the boundary line between adjoining properties. Section 7. "Nember" shall mean and refer to all those Owners who are

members of the Association.

Section 8. "Institutional Mortgagee" shall mean and refer to the holder of any mortgage or deed of trust on any Lot provided such holder is an institutional lender.

Section 9. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 10. "Declarant" shall mean and refer to Northridge Limited Partnership, a Maryland Limited Partnership, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot . from the Declarant for the purpose of development.

ARTICLE II

USE RESTRICTION PERTAINING TO RESIDENTIAL LOTS

Section 1. No sign, billboard or other advertising device of any character shall be erected or maintained upon any part of said tract or on any lot therein

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excepting, however, one (1) sign for each lot (with dimensions of not more than eighteen (18) inches by twenty-four (24) inches) advertising such lot for sale or rent; and provided, further, that Declarant (or its successors or assigns) may erect and maintain within said tract such signs, billboards and other advertising device or structure as Declarant (or said successors or assigns) may deem necessary or proper in connection with the development, subdivision and sale of said tract or the lots therein.

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Section 2. No radio or television receiving or transmitting antennae or external apparetus shall be installed on any lot without the approval of the Board of Directors. However, such approval will not be unreasonably withheld. Normal radio and television installations wholly within a building are excepted

ARTICLE 111

PROPERTY RIGHTS

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

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

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

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

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

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(e) the right of the Association to limit the number of guests of members. (f) the right of the Association to establish uniform rules and regulations pertaining to the use of the Common Area and the recreational facilities located thereon.

(g) the right of Declarant or the developers of tracts within the area described herein and adjacent grounds that may be annexed (and their respective sales agents and representatives) to the non-exclusive use of the common area and the facilities located on the properties for display and exhibit purposes for a period of not more than three (3) years after the conveyance to the Association of the last Common Area located on the Properties or sale of all of the residential lots located on the Properties, whichever should occur later. Provided, however, no such use by Declarant or its sales agents or representatives shall otherwise restrict the members in their use and enjoyment of said Common Area.

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

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. Section 2. The Association shall have two classes of voting membership:

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

<u>Class B</u>. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B Membership shall cease and be converted to Class A membership on the happening of 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 December 31st, 1985.

ARTICLE V

COVENANTS FOR MAINTENANCE ASSESSMENTS

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

Association shall be used exclusively to promote the recreation, health,

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safety, and welfare of the residents in the Properties and for the improvements and maintenance of the Common Area and of the homes situated upon the Properties. The annual assessment shall include amounts sufficient to fund an adequate reserve for maintenance, repair and replacement of those Common Areas and any improvements situate thereon.

Section 3-A. <u>Maximum Annual Assessment</u>. Until January of the year immediately following the conveyance of the first lot to an owner the maximum annual assessment shall be Two Hundred Four and NO/100 (\$204.00) Dollars per lot per year, payable monthly.

(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 5% 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 5% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for the purpose.

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

Section 3-B. <u>Special Assessments for Capital Improvements</u>. 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, <u>provided that</u> any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 4. <u>Notice and Quorum for any Action Authorized under Sections 3-A</u> and 3-B. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3-A and 3-B shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meetin; called, the presence of members or of proxies entitled to cast sixty percent (60Z) of all the votes of each class of membership shall constitute a quorum.

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If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 5. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 6. Date of Commencement of Annual Assessments: Due Dates: The annual assessment provided for herein shall commence as to all Lots ninety (90) days following the conveyance of the Common Area. As additional lands are annexed to the "Properties" as hereinafter provided in Article XI, Section 4, the annual assessment as provided for herein shall commence with respect to all lots subdivided within the area of any such additional lands annexed, ninety (90) days following the conveyance to the Association of the Common Areas to be located within the area of any such additional annexed lands

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 specific Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 7. <u>Effect of a Nonpayment of Assessments</u>: <u>Remedies of the</u> <u>Association</u>. Any assessment not paid within thirty (30) days after the due date shall beat interest from the due date at the rate of 6 percent per annum.

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

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

Section 9. <u>Curing of Default</u>. Upon the timely curing of any default for which a notice of claim of lien was filed by the Association, the officers of the Association are hereby authorized to file or record, as the case may be, an appropriate release of such notice, upon payment by the defaulting owner of a fee, to be determined by the Association, but not to exceed thirty-five Dollars (\$35.00), to cover the costs of proparing and filing or recording such release.

Section 10. <u>Cumulative Remedies</u>. The assessment lien and the rights to foreclosure and sale thereunder shall be in addition to and not in substitution for all other rights and remedies which the Association and its assigns may have hereunder and by law, including a suit to recover a money judgment for unpaid assessments, as above provided.

Section 11. <u>Subordination of the Lien to Mortgages</u>. 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.

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However, the sale or transfer of any Lot pursuant to Mortgare foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due from the lien thereof.

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Section 12. <u>Notice to Mortgagees</u>. Upon request, the Association shall notify the holder of the first mortgage on any Lot for which any assessment levied pursuant to this Declaration becomes delinquent for a period in excess of sixty (60) days and in any other case where the owner of such Lot is in default with respect to the performance of any other obligation i.ereunder for a period in excess of sixty (60) days. Such notification shall be in writing.

ARTICLE VI

EXTERIOR MAINTENANCE

In the event an owner of any Lot in the Properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain, and restore the Lot and the exterior maintenance shall be added to and become part of the assessment to which Lot is subject.

ARTICLE VII

DUTIES AND POWERS OF THE ASSOCIATION

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

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

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(b) Pay personal property taxes and other charges assessed against the common area;

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

(d) Grant easements where necessary for utilities and sever facilities over the common area to serve the common area;

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

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

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

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

(i) Have the right to enter upon any privately owned Lot where necessary in connection with construction, maintenance or repair of the common area.

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

ARTICLE VIII

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or -hange or alteration therein be made until the plans and specifications showing the

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nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topograph by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event waid Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE 1X

PARTY WALLS OR PARTY FENCES

Section 1. <u>General Rules of Law to Apply</u>: To the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply to each party wall or party fence which is built as part of the original construction of the homes upon the Properties and any replacement thereof.

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

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Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall or party fence shall be shared equally by the Owners who make use of the wall or fence in proportion to such use. Section 3. Destruction by Fire or Other Casualty. If a party wall or party fence is destroyed or damaged by fire or other casualty, any Owner who has used the wall or fence may restore it, and if the Owners thereafter make use of the wall or fence, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owner to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

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

Section 5. <u>Right to Contribution Runs with Land</u>. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. <u>Arbitration</u>. In the event of any dispute arising concerning a party wall or party fence, or under the provisions of this Article, each party shall choose one arbitrator and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators and be binding upon the parties.

ARTICLE X

PARKING

Ownership of each Lot shall entitle the Owner or Owners thereof to the use of not more than one automobile parking space, which shell be as near and convenient to said Lot as reasonably possible, together with the right of ingress and egress in and upon said parking area. The Association shall permanently assign one vehicle parking space for each dwelling subject to reasonable rules and regulations adopted by the Board of Directors.

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ARTICLE XI

GENERAL PROVISIONS

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

Section 2. <u>Severability</u>. Invalidation of any one of these 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 this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded. Notwithstanding the foregoing, this Declaration shall not be amended (without the written consent of 75% of First Mortgagees or 75% of Lot Owners) to permit the Association or the Lot Owners to:

(a) By act or omission seek to abandon or terminate the Association or the provisions of this Declaration relating to architectural control, exterior maintenance and Common Area maintenance;

(b) Change the method of determining the obligations or assessments to which may be levied against an Owner;

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(c) By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Areas provided, however, that the grant of easements for public utilities or for other public purposes shall not be deemed a transfer within the meaning of this clause;

(d) Use hazard insurance proceeds for losses to Units or the Common Area for other than the repair, replacement or reconstruction of such improvements and Common Areas except as provided by statute; or

(e) Fail to maintain Fire and Extended Coverage Insurance on the Common Areas on a current replacement cost basis in an amount less than 100% of insurable value based on present replacement cost.

Section 4. <u>Annexation</u>. Additional residential property and Common Area may be annexed to the Properties at the sole discretion of the Declarant.

Section 5. <u>PHA/VA Approval</u>. As long as there is a Class B Nembership, the following actions will require the prior approval of the Federal Housing Maministration or the Veterans Administration: annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

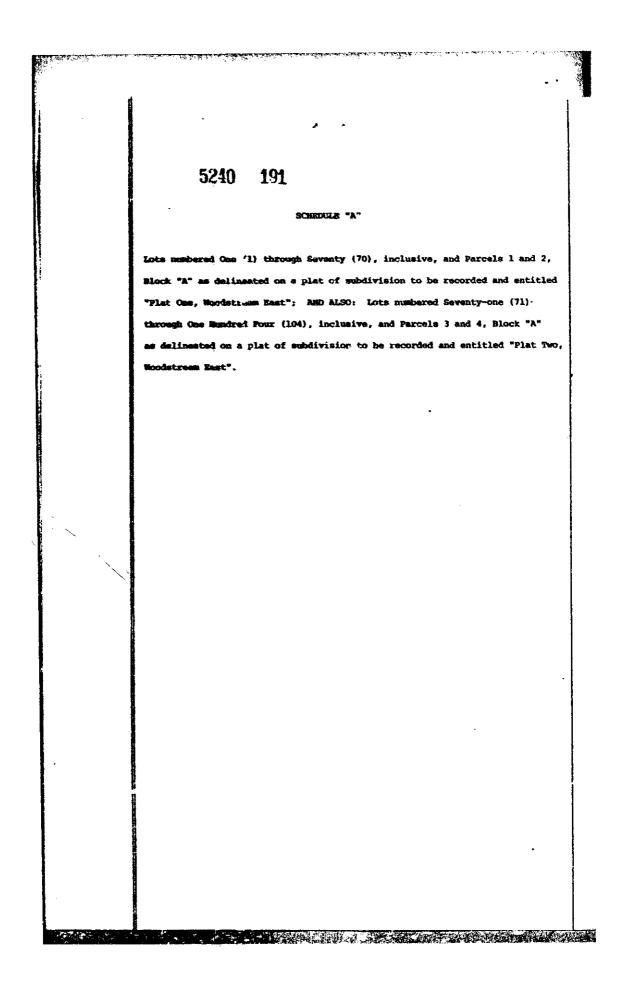
Purthermore, any such sale, transfer, assignment, dedication or donation of any common areas or facilities, or any part thereof, in fee or otherwise, whether by the Association or the Declarant, shall require approval of the Prince George's County Planning Board of the Maryland-National Capital Park 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 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 set forth herein, shall not be subject to any amendment procedures.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused these presents to be executed this $\frac{\sqrt{2} - \sqrt{2}}{2}$ day of $\frac{\sqrt{2} - \sqrt{2}}{2}$.

Northridge Limited Partnership stes.Inc. General Partners

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	State of Maryland County of Prince George's) 55:	
	of Michael T. Ross Associates, Inc., a c officer being authorized so to do, execu purposes therein costained, by signing t as such officer.	ted the foregoing instrument for the he name of said corporation by himself
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	My commission expires:	Notary Public
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		State of Maryland County of Prince George's) 531 On this <u>Lot</u> day of March, 1980 be appeared <u>Michoal T. Can</u> who ack of Michoal T. Russ Associates, Inc., a c officer being suthorized so to do, execu- perposes therein costained, by signing to as such officer. Is witness whereof I hereunto set a by cramission appirus: My Cramission appirus: My Cramission appirus: My Cramission appirus: State of Maryland County of Prince George's) ss: On this <u>lock</u> day of March, 1980 be personally appeared Michael T. Ross known be the person whose mome is subscribed to that he has subcuted the srae for "he pur In witness whereof I have hereunto s



۲. 1 5249 192 of Prince George's County, Maryland No ane of the Received for record on the -2/4 DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS Law Offices HOUCK and McCARRON, P. A. SOLVER HILL MARYLAND BOOSE Clerk of the Circuit Court m > Aster at Folia, Rocot

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DECLARATION OF RATIFICATION AND IMPOSITION OF COVENANTS

This Instrument made this 28th day of March, 1980, by Northridge Limited Partnership, a Maryland Limited Partnership, hereinafter referred to as "Northridge".

WITNESSETH:

WHEREAS, heretofore by instrument dated March 20, 1980 and recorded among the Land Records of Prince George's County, Maryland in Liber 5240 at Folio 176, Northridge imposed certain covenants upon land as more particularly described in Schedule "A" thereof; and

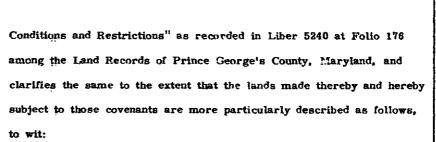
WHEREAS, at the time of the recording of the aforesaid instrument in Liber 5240 at Folio 176 Northridge was not the owner of the land as therein described nor were the plats of subdivision referred to therein recorded in the Plat Records of Prince George's County, Maryland; and

WHEREAS, the plats of subdivision have now been recorded and Northridge has acquired the fee simple interest in the land as more particularly described in the aforesaid Covenants; and

WHEREAS, it is the intention of this instrument to clarify the Covenants as recorded in Liber 5240 at Folio 176 by making reference to the plats of subdivision as now recorded and to ratify and reimpose the effect and operation of those Covenants against the land as therein more particularly described and as now owned by Northridge.

NOW, THEREFORE, THIS DECLARATION WITNESSETH: that Northridge Limited Partnership, a Maryland Limited Partnership, being the owner of the land as hereinalter described, does hereby ratify, confirm and reimpose that instrument entitled "Declaration of Covenants,

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Lots numbered One (1) through Seventy (70), inclusive, and Parcels numbered One (1) and Two (2), Block A, as delineated on a plat of subdivision entitled "Plat One, Lots 1 thru 70 and Parcels 1 and 2, Block A, Woodstream East" as recorded in Plat Book NLP 105, Plat No. 67, and also:

Lots numbered Seventy-one (71) through One Hundred Four (104), inclusive, and Parcels numbered Three (3) and Four (4), Block A, as delineated on a plat of subdivision entitled "Plat Two, Lots 71 thru 104 and Parcels 3 and 4, Block A, Woodstream East" as recorded in Plat Book NLP 105, Plat No. 68, and

Further, the "Common Area" as referred to in Article I (Definitions) Section 4 of the Covenants recorded in Liber 5240 at Folio 176 are hereby clarified to make reference to the recording references as aforesaid of the plats of subdivision recorded in Plat Book NLP 105, Plat Nos. 67 and 68 respectively.

In witness whereof, the said Northridge Limited Partnership has caused these presents to be executed as of the day and year first above written by Michael T. Rose Associates, Inc. and Michael T. Rose, its General Partners.

Northridge Limited Partnership

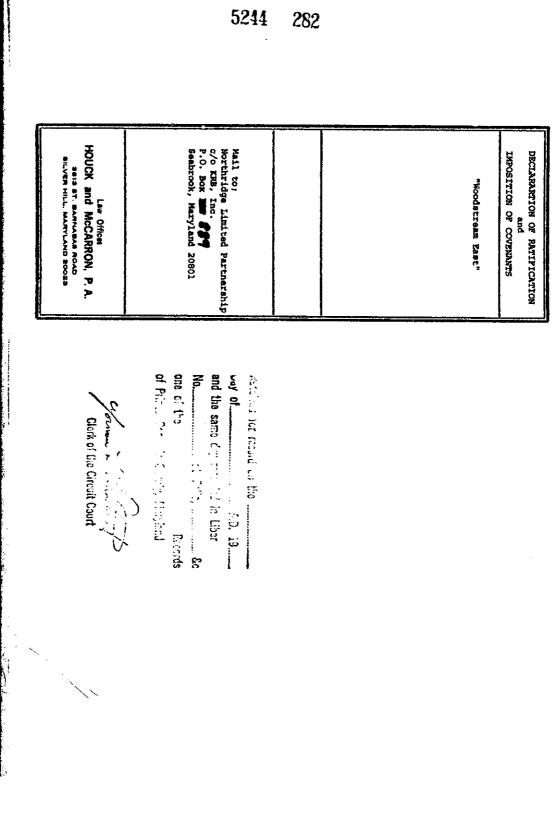
By: Michael F. Rose Associates, Inc

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General Partners

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5244 281 State of Maryland County of Prince George's) ss: On this 28th day of March, 1980 before the undersigned officer personally appeared Michael T. Rose who acknowledged himself to be the President of Michael T. Rose Associates, Inc., a corporation, 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 said corporation by himself as such officer. In witness whereof I hereunto set my mad and official seal. Notary Public My commission expires: July 1, 1982. TARRON State of Maryland County of Prince George's) ss: On this day of March, 1980 before me, the undersigned officer, personally appeared Michael T. Rose known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he has executed the same for the purposes therein contained. In witness whereof I have hereunto set my hand and official seal. Notary Public My commission expires: July 1, 1982. HOMAS & MODARROD - 3-



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AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This Declaration made this 5th day of October, 1982, by NORTHRIDGE LIMITED PARTNERSHIP, a Maryland Limited Partnership, hereinafter referred to as Declarant.

<u>WITNESSETH</u>:

WHEREAS, by Declaration of Covenants, Conditions and Restrictions dated March 20, 1980 and recorded in Liber 5240 at Polic 176, and following, among the Land Records of Prince George's County, Maryland, the Declarant did subject certain property in "Woodstream East" subdivision of Prince George's County, Maryland, to the covenants, conditions and restrictions as therein set forth; and

WHEREAS, Article XI, Section 4 of the said Declaration recorded in Liber 5240 at Folio 176 provides as follows, to wit:

ARTICLE XI

GENERAL PROVISIONS

Section 4. Annexation. Additional residential property and Common Area may be annexed to the Properties at the sole discretion of the Declarant.

WHEREAS, the Declarant being the owner of the land hereinafter described desires to annex to the said properties encumbered by the aforesaid Covenants, Conditions and Restrictions, certain additional lands owned by the Declarant that have become a part of "Woodstream East" subdivision and to amend the said Declaration recorded in Liber 5240 at Folio 176 to include therein and subject to the terms thereof said annexed lands.

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	NON, THEREFORE, pursuant to Article XI, Section 4 of the said	
	Declaration recorded in Liber 5240 at Polio 176, the Declarant	
	hereby declares that all of the properties hereinafter described	
	shall be held, sold and conveyed subject to the Declaration of	
	Covenants, Conditions and Restrictions dated March 20, 1980 and	
	recorded in Liber 5248 at Polio 176 among the Land Records of	
	Prince George's County, Maryland and does hereby amend the	
\sim	said Declaration to include therein and to subject to the terms	
	thereof the properties described in Exhibit A attached hereto.	
	All of said property being in the 14th Election District of Prince	
	George's County, Haryland.	
	IN WITHESS WARRANDE, the said MORTHRIDGE LINITED PARTNERSHIP	
	has caused these presents to be executed by its general partner	
	as of the date and year first above written.	
	NORTHRIDGE LIMITED PARTNERSHIP	
	By: Michael T. Rose Associates, Inc.	
	By: Man Provident By: Man Provident By: Man Provident Richaelf. Rose, General Partner	
	STATE OF HARIEAND) COUNTY OF PRINCE (HORGE'S) 55:	
	On this day of October, 1982, before the undersigned officer personally appeared Michael T. Bose who acknowledged himself to be the President of Michael T. Bose Associates, Inc., a corpora- tion and that he, as such officer being authorized so to do, exe- cuted the foregoing instrument for the purposes therein contained, by signing the more of said corporation by himself as such officer. IN WITHESS whereof I hereunto set my hand and official seal.	A REAL PROPERTY OF A REAL PROPER
·	BOTARY PUBLIC (SEAL)	
t i	My Commission Expires: 7/1/86	
a geronizate Re Landin Meri Campagnar Landina Agung Landina agung Landina agung Landina agung Landina agung		
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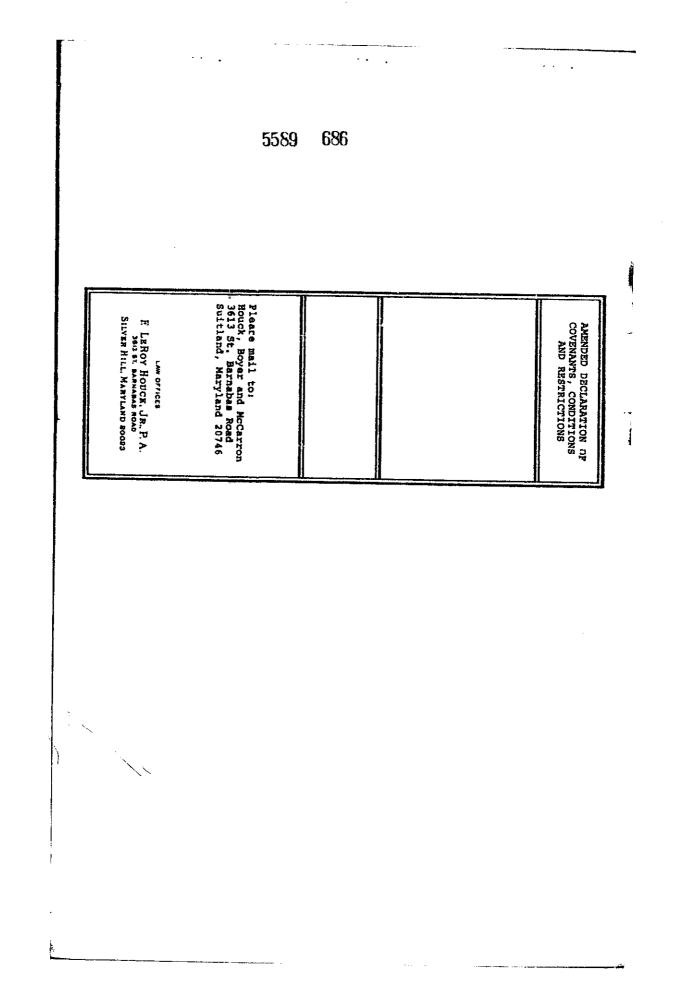
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na na serie de la companya de la com 1000 • • • . 694 5589 STRIE OF HARLAND COUNTY OF PRINCE GROUGE'S) **\$6**: On this sign of October, 1982, before me, the undersigned officer, personally appeared Michael T. Rose, known to may (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he has executed the same for the purposes therein contained. IN WITHESS whencef I have heresunto set my hand and official seal. ٠., ŝ (SEAL) DEALER FURITC ۶, ly Countesion Repires: 7/1/06 4111=1 محمد العربي العواد العربي المحاف والم - 3 -

EXHIBIT "A"

Lots Numbered One Hundred Five (105) through and including One Hundred Forty (140), in Block Lettered "B", Plat Numbered Three (3), in the Subdivision known as "WOODSTREAM EAST" as per plat recorded in Plat Book NLP 107 at Plat No. 8, among the Land Records of Prince George's County, Maryland.



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AMENDED DECLARATION

OF COVENANTS, CONDITIONS AND RESTRICTIONS

This Declaration made this 30th day of March, 1983, by NORTHRIDGE LIMITED PARTNERSHIP, a Maryland Limited Partnership, hereinafter referred to as Declarant.

<u>WITNESSETH</u>:

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WHEREAS; by Declaration of Covenants, Conditions and Restrictions dated March 20, 1980 and recorded in Liber 5240 at Folio 176, and following: among the Land Records of Prince George's County, Maryland, the Declarant did subject certain property in "Woodstream East" subdivision of Prince George's County, Maryland, to the covenants, conditions and restrictions as therein set forth; and

WHEREAS, Article XI, Section 4 of the said Declaration recorded in Liber 5240 at Folio 176 provides as follows, to wit:

ARTICLE XI GENERAL PROVISIONS

Section 4. Annexation. Additional residential property and Common Area may be annexed to the Properties at the sole discretion of the Declarant.

WHEREAS, the Declarant being the owner of the land hereinafter described desires to annex to the said properties encumbered by the aforesaid Covenants, Conditions and Restrictions, certain additional lands owned by the Declarant that have become a part of "Woodstream East" subdivision and to amend the said Declaration recorded in Liber 5240 at Folio 176 to include therein and subject to the terms thereof said annexed lands.

NOW, THEREFORE, pursuant to Article XI, Section 4 of the said Declaration recorded in Liber 5240 at folio 176, the Declarant hereby declares that all of the properties hereinafter described shall be held, sold and conveyed subject to the Declaration of Covenants, Conditions and Restrictions dated March 20, 1980 and recorded in Liber 5240 at Folio 176 among the Land Records of Prince George's County, Maryland and does hereby amend the said Declaration to include therein and to subject to the terms thereof the properties described in Exhibit A attached hereto. All of said property being in the 14th Election District of Prince George's County, Maryland.

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LAW DIFFEE LOWCH, BOYTHE AND MCC/ARESK 2475 27 VA ANDRE HOM SOTTAND, NAUTLAND TOTAL COLUMN

5676 265IN WITNESS WHEREOF, the said NORTHRIDGE LIMITED PARTNERSKIP has caused these present to be executed by its general partner as of the date and year first above written. NORTHRIDGE LIMITED PARTNERSHIP BY: Michael T. Rose Associates, Inc. BY: Midb rtner STATE OF MARYLAND 85: COUNTY OF PRINCE GEORGE'S On this <u>444</u> day of <u>fail</u>, 1983, before the undersigned ufficer personally appeared Michael T. Rose, who acknowledged himself to be the President of Michael T. Rose Associates, Inc., a corporation 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 said corporation by himself as such officer. IN WITNESS whereof I hereunto set my hand and official seal. Motary Public (SEAL) My Commission Expires: 7/1/86 STATE OF MARYLAND 55: COUNTY OF PRINCE GEORGE'S On this <u>444</u> day of <u>april</u>, 1983, before me, the undersigned officer, personally appeared Michael T. Rose, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he has executed the same for the purposes therein contained. IN WITNESS whereof I have hereunto set my hand and official seal. ui B. iotary Public My Commission expires: 7/1/86 -2-

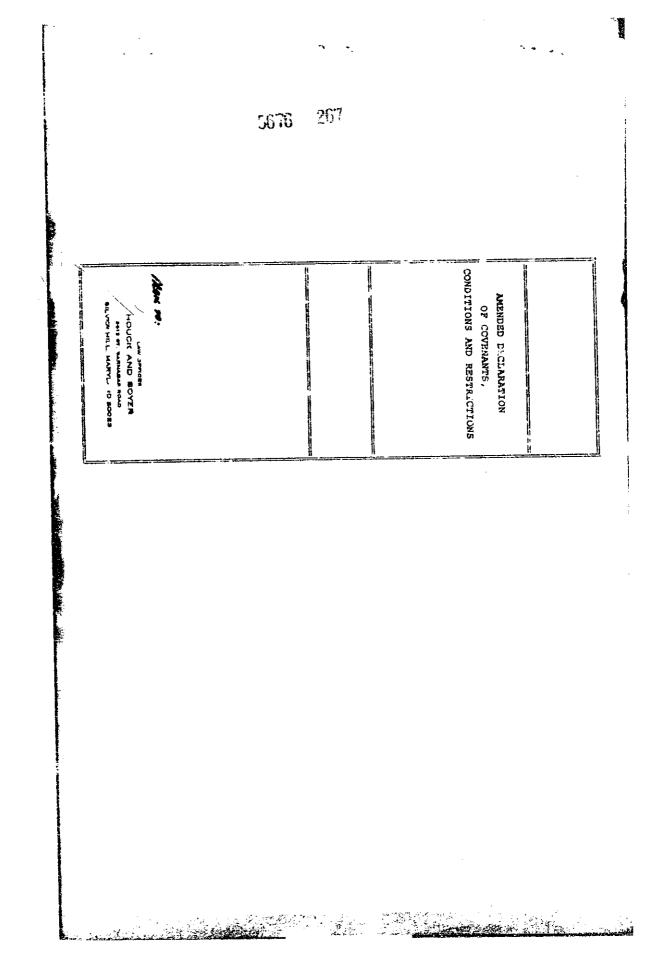
EXHIBIT "A"

Lots numbered Two Hundred Fifty Six (256' through and including Two Hundred Bighty Two (282), and Parcel "9", 16 Block Lettered "F", Plat Numbered Seven (7), in the Subdivision known as "WOODSTREAM EAST" as per plat recorded in Plat Book NLP 108 at Plat No. 91, among the Land Records of Prince George's County, Maryland.

Lots numbered Two Hundred Eighty Three (283) through and including Three Hundred Thirty-Four (334), and Parcel "10", in Block Lettered "G", Plat Numbered Eight (8), in the Subdivision known as "WOODSTFRAM EAST" as per plat recorded in Plat Book NLP 108 at Plat 92, among the Land Records of Prince George's Courty, Maryland.

Lots numbered Three Hundred Thirty Five (335) through and including Three Hundred Seventy (370), and Parcel "11", in Block Lettered "H", Plat Numbered Nine (9), in the Subdivision known as "WOODSTREAM EAST" as per plat recorded in Plat Book NLP 108 at Plat 93, among the Land Records of Prince George's County, Maryland.

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