

Exhibit "D"

INDEX

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

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DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by SMART LTD., trading as MARYLAND DEVELOPMENT COMPANY, PULTE HOME CORPORATION, a Michigan Corporation, Millstream Partnership I, a Maryland Partnership, Hadley Farm Joint Venture XVIII, c/o Diversified Homes Corporation of Hadley Farm, hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant is the owner of certain Properties located in Montgomery County, Maryland, which is more particularly described in Schedule A attached hereto and incorporated herein by reference.

NOW, THEREFORE, Declarant hereby declares that all of the Properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described Properties 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 HADLEY FARMS COMMUNITY ASSOCIATION, INC., a nonstock, nonprofit corporation, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is 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 described in Schedule A attached hereto and such additions thereto as may hereafter be brought

within the jurisdiction of the Association.

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 more particularly on Schedule B attached hereto and incorporated herein by reference.

Section 5. "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) and any condominium unit located within the Properties, if any.

Section 6. "Declarant" shall mean and refer to SMART, LTD., a Maryland Corporation, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development but only to the extent that any of the rights, reservations, easements, interests, exemptions, privileges and powers of the Declarant are specifically assigned or transferred to such successors or assigns.

Section 7. "Mortgagee" shall mean the holder of any recorded mortgage, or the party secured or beneficiary of any recorded deed of trust, encumbering one or more of the Lots. "Mortgage," as used herein, shall include deed of trust. "First Mortgage," as used herein, shall mean a mortgage with priority over other mortgages. As used in this Declaration, the term "mortgagee" shall mean any mortgagee and shall not be limited to institutional mortgagees. As used in this Declaration, the term "institutional mortgagee" or "institutional holder" shall include banks, trust companies, insurance companies, mortgage insurance companies, savings and loan associations, trusts, mutual savings banks, credit unions, pension funds, mortgage companies, Federal National Mortgage Association

("FNMA"), Federal Home Loan Mortgage Corporation ("FHLMC"), all corporations and any agency or department of the United States Government or of any state or municipal government. As used in this Declaration, the term "holder" or "mortgagee" shall include the parties secured by any deed of trust or any beneficiary thereof.

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, including an easement for the use and enjoyment of any private streets and parking lots and walkways within 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 and uniform 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 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 agreeing to such dedication or transfer signed by

two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded and unless the Maryland-National Capital Park and Planning Commission, or its successor or assigns, has given its prior written approval thereof, which approval shall not be unreasonably withheld or delayed;

(d) the right of the Association to limit the number of guests of members;

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

(f) the right of individual Owners to the exclusive use of parking spaces as provided in this Article;

(g) the right of the Association, the Declarant, utility companies and other Owners with respect to the easements established in Section 12 of Article VI 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 Properties.

Section 3. Parking Rights. In the event that townhouses are constructed on the Properties, or any additions thereto, ownership of each Townhouse Lot shall entitle the Owner or Owners thereof to the use of an automobile parking space or spaces in accordance with the Rules and Regulations of the Association which may be adopted and promulgated by the Board of Directors, together with the right of ingress and egress in and upon said parking area.

Section 4. Annexation. If within seven (7) years of the date of incorporation of the Association, the Declarant

should develop additional lands within the area described in Exhibit C attached hereto and made a part hereof, such additional lands may be annexed to said Properties in whole or in part without the assent of the Class A members; provided, however, that the development of the additional lands described in this section shall be in accordance with a general plan submitted to the Federal Housing Administration and the Veterans Administration with the processing papers for the first section, if such agencies shall be involved, and otherwise in accordance with the preliminary plan heretofore submitted to Montgomery County, Maryland. Detailed plans for the development of additional lands must be submitted to the Federal Housing Administration and the Veterans Administration prior to such development, if such agencies shall be involved. If either the Federal Housing Administration or the Veterans Administration determines that such detailed plans are not in accordance with the general plan on file and either agency so advises the Association and the Declarant, the annexation of the additional lands must have the assent of two-thirds (2/3) of the Class A members and two-thirds (2/3) of the Class B members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than ten (10) days or more than fifty (50) days in advance of the meeting setting forth the purposes of the meeting. At this meeting the presence of members or of proxies entitled to cast sixty percent (60%) of all of the votes of the Class A membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth above, and the required quorum at any such 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 sixty (60) days following the preceding meeting. Annexation shall be evidenced by an amendment to the Declaration executed by Declarant and recorded among the Land Records of Montgomery County, Maryland. Upon recordation, all the terms and conditions of the Declaration shall apply to the Lots and Common Areas as if they had been originally included in this Declaration.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

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

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

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

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of 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) seven (7) years from the date of recordation of this Declaration;

or

(c) upon the surrender of said Class B memberships of the then holders thereof for cancellation on the books of the Association.

(i) Upon the lapse or surrender of any of the Class B memberships as provided for in this Article, the Declarant shall thereafter remain a Class A member of the Association as to each and every Lot in which the Declarant then holds the interest otherwise required for such Class A membership.

Section 3. Annexation. Upon annexation by the Declarant of additional Properties 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 with respect to those Lots so annexed, provided that, the Class B membership in these annexed lots 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 the Class A membership in the annexed property equals the total votes outstanding in the Class B membership in such property; or



(b) four (4) years from the date of recordation of the Amendment to the Declaration annexing said property.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

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

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively 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. Basis and Maximum Amount of Assessment.

(a) Basis of Assessments. For general and

special assessment purposes, there are two (2) classes of Lots:

- (i) Class I Lots shall be all the Lots except those Lots defined hereafter as Class II Lots. Class I Lots shall be assessed at 100% of the general or special assessment rate.
- (ii) Class II Lots shall be those Lots owned by Declarant on which a dwelling unit has not been completed and occupied and for which it holds a Class B membership. Class II Lots shall be assessed at 25% of the general or special assessment rate. In consideration of Declarant's exemption from a full assessment, Declarant hereby covenants and agrees for the benefit of each Class A member to pay any and all expenses incurred by the Association during the Development Phase in furtherance of its purposes to the extent that the annual and special assessments levied during the Development Period are insufficient to pay such expenses; provided, however, that at such time as the Declarant has paid an amount which would equal one hundred percent (100%) of the assessments for its Lots which may receive the benefit of the reduced twenty-five

percent (25%) assessment referred to above, then the Declarant shall only be obligated to pay any further assessments during that annual period in an amount equal to what would be due for such Lots had they been owned by a Class A member. As used herein, the term "Development Phase" shall mean that period of time commencing on the date of recordation of this Declaration and ending on the date on which the Class B membership lapses and becomes a nullity in accordance with the provisions of this Declaration. Said responsibilities of Declarant shall extend and also apply upon annexation of additional property pursuant to Article II, Section 4 for as long as Declarant is a Class B member.

(b) Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment for townhouse Lots shall be Three Hundred and 00/100 Dollars (\$300.00) per Lot and the maximum annual assessment for single family detached or semi-detached Lots shall be One Hundred and 00/100 Dollars (\$100.00) per Lot.

(i) From and after January 1 of the year immediately following the convey-

ance of the first Lot to an Owner, the maximum annual assessment may be increased by the Board of Directors of the Association, without a vote of the Class A membership, by an amount up to five percent (5%) of the maximum annual assessment for the preceding year plus the amount by which any ad valorem real estate taxes and insurance premiums payable by the Association have increased over amounts payable for the same or similar items for the previous year.

(ii) 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 this purpose.

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

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special

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

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 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 meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice 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 6. Rate of Assessments. Annual assessments may be fixed on a non-uniform basis provided that they are uniform for each type or style of dwelling unit and further provided that the differences in rates of assessments are justified by the expenses associated with each type or style of dwelling unit. Special assessments may also be non-uniform provided that the varying assessment rate is based on a reasonable distinction made between Lot(s) or groups of Lots reflecting the benefit received by the Lot(s) or group of Lots.

Section 7. Date of Commencement of Annual Assessments:

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

Section 8. Effect of Nonpayment of Assessments:

Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of six percent (6%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages.

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage or deed of trust foreclosure or any 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. No amendment to this Section shall affect the rights of the holder of any first mortgage or deed of trust on any Lot (or the indebtedness secured thereby) recorded prior to recordation of such amendment unless the holder thereof (or the indebtedness secured thereby) shall join in the execution of such amendment.

Section 10. Additional Default. Any recorded first mortgage secured on a Lot shall provide that any default by the mortgagor in the payment of any assessment levied pursuant to this Declaration, or any installment thereof, shall likewise be a default in such mortgage (or the indebtedness secured thereby); but failure to include such a provision in any such mortgage shall not affect the validity or priority thereof and the protection extended to the holder of such mortgage (or the indebtedness secured thereby) by reason of Section 9 of this Article shall not be altered, modified or diminished by reason of such failure.

Section 11. Reserves for Replacements. The Association shall establish and maintain a reserve fund for replacements of the Common Areas and community facilities by the allocation and payment monthly to such reserve fund of an amount to be designated from time to time by the Board of Directors. Such fund shall be conclusively deemed to be a common expense of the Association and may be deposited in any banking institution, the accounts of which are insured by any State or by an agency of the United States of America or may, in the discretion of the Board of Directors, be invested in obligations of,

or fully guaranteed as to principal by, the United States of America. The reserve for replacements of the Common Areas and community facilities may be expended only for the purpose of affecting the replacement of the Common Areas, major repairs to any equipment replacement, and for start-up expenses and operating contingencies of a non-recurring nature relating to the Common Areas and community facilities. The Association may establish such other reserves for such other purposes as the Board of Directors may from time to time consider to be necessary or appropriate. The proportional interest of any member in any such reserves shall be considered an appurtenance of his Lot and shall not be separately withdrawn, assigned or transferred or otherwise separated from the Lot to which it appertains and shall be deemed to be transferred with such Lot.

## ARTICLE V

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made (including change in color) until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography and conformity with the design concept for the community of Hadley Farms 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 said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifica-



tions have been submitted to it, approval will not be required and this Article will be deemed to have fully complied with. Notwithstanding any provision of this Declaration to the contrary, the provisions of this Article V shall not be applicable to the Declarant or any part of the Properties owned by the Declarant but shall be applicable to Declarant's successors and assigns.

ARTICLE VI

USE RESTRICTIONS AND EASEMENTS

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

Section 1. The Lots shall be used for residential purposes exclusively, and no building shall be erected, altered, placed or permitted to remain on any such Lot other than one used as a single-family dwelling, except that a professional office may be maintained in a dwelling, provided that such maintenance and use is limited to the person actually residing in the dwelling and, provided, further, that such maintenance and use is in strict conformity with the provisions of any applicable zoning law, ordinance or regulation. As used in this Section, the term "professional office" shall mean rooms used for office purposes by a member of any recognized profession, including doctors, dentists, lawyers, architects and the like, but not including medical or dental clinics. The terms "dwelling" or "dwelling unit," as used in this Declaration, shall include a townhouse. Nothing contained in this Article, or elsewhere in this Declaration, shall be construed to prohibit the Declarant from the use of any Lot or dwelling or improvement thereon, for promotional or display purposes, or as "model homes," a sales office or the like.

Section 2. No part of the Property shall ever be used or caused to be used or allowed or authorized in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending or other such non-residential purposes, except Declarant may use the Properties for model home sites and display and sales offices during the construction and sales period.

Section 3. No sign or billboard of any kind shall be displayed to the public view on any portion of the Properties or any Lot, except one (1) sign for each building site, of not more than eighteen inches (18") by twenty-four inches (24"), advertising the Property for sale or rent, except signs used by Declarant to advertise the Property during the construction and sales period.

Section 4. No noxious or offensive activity shall be carried on upon any Lot or any part of the Property, nor shall anything be done thereupon which may be, or may become, an annoyance or nuisance to the neighborhood, or which shall in any way unreasonably interfere with the quiet enjoyment of each of the Owners of his respective dwelling unit, or which shall in any way increase the rate of insurance.

Section 5. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently. No trailer, camper, boat or similar equipment shall be permitted to remain upon any property within the Property, unless placed or maintained within an enclosed garage or carport.

Section 6. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept on the

Lot subject to such rules and regulations as may be adopted by the Association and provided they are not kept, bred or maintained for any commercial purpose, or in unreasonable numbers. Notwithstanding the foregoing, no animals or fowl may be kept on the Property which result in an annoyance or are obnoxious to residents in the vicinity.

Section 7. All rubbish, trash and garbage shall be regularly removed from the Property, and shall not be allowed to accumulate thereon. All clotheslines, refuse containers, wood piles, storage areas and machinery and equipment shall be prohibited upon any Lot, unless obscured from view of adjoining Lots and streets by a fence or appropriate screen approved by the Architectural Committee. Nothing herein shall be deemed to apply to the storage on the Property by Declarant of building materials during, and for use in, the construction of the improvements on the Property.

Section 8. No exterior radio or television receiving or transmitting antennae or external apparatus shall be installed on any Lot. Normal radio and television installations wholly within a building are excepted.

Section 9. The rights and duties with respect to sanitary sewer and water, cable television, electricity, gas and telephone lines and facilities shall be governed by the following:

(a) Whenever water, sanitary sewer, electricity, gas, cable television or telephone connections, lines, cables or any portion thereof, are or have been installed within the Properties, the Owner of any Lot, or the Association shall have the right, and are hereby granted an easement to the extent necessary therefor, to enter upon or have a utility

company enter upon any portion of the Property in which said installations lie, to repair, replace and generally maintain said installations.

(b) The right granted in Subparagraph (a) above shall be only to the extent necessary to entitle the Owner or Association serviced by said installation to its full and reasonable use and enjoyment, and provided further that anyone exercising said right shall be responsible for restoring the surface of the easement area so used to its condition prior to such use.

(c) In the event of a dispute between Owners with respect to the repair or rebuilding of said connections, or with respect to the sharing of the cost thereof, upon written request of one of such Owners addressed to the Association, the matter shall be submitted to its Board of Directors, who shall decide the dispute, and the decision of the Board shall be final and conclusive on the parties.

Section 10. In order to allow PEPCO proper access to electric meters, no gate or other fence closing device shall be locked or otherwise secured against opening in a manner which interferes with or prevents PEPCO, or its agents, from entering upon any Lot to install, read, maintain, repair, or replace any electric meter or similar device.

Section 11. All Owners and occupants shall abide by the Bylaws and any rules and regulations adopted by the Association.

Section 12. Any lease agreement between a Lot Owner and a lessee shall provide that the terms of the lease are subject in all respects to the provisions of this Declaration,

and the Articles of Incorporation and Bylaws of the Association, and that any failure by the lessee to comply with the terms of such documents shall be a default under the lease. All such leases shall be in writing, and shall be for a term of not less than thirty (30) days.

Section 13. None of the foregoing restrictions shall be applicable to the activities of:

(a) Declarant, its officers, employees, agents or assigns, in their development, marketing and sale of Lots or other parcels within the Property; or

(b) To the Association, its officers, employees and agents, in connection with the proper maintenance, repair, replacement and improvement of the Common Areas and community facilities.

Section 14. The following easements and rights are hereby declared or reserved:

(a) Declarant reserves the right to grant easements, both temporary and permanent, to all public authorities and utility companies over any part of the Common Area.

(b) Each Lot within the Property is hereby declared to have an easement, not exceeding one foot (1') in width, over all adjoining Lots for the purpose of accommodating any encroachment due to engineering errors, errors in original construction, settlement or shifting of the building, roof overhangs, gutters, architectural or other appendages, draining of rainwater from roofs, or any other similar cause. There shall be valid easements for the maintenance of said encroachments so long as they shall exist, and the rights and obligations of Owners shall not

be altered in any way by said encroachment, settlement or shifting; provided, however, that in no event shall a valid easement for encroachment be created in favor of an Owner or Owners if said encroachment occurred due to the willful misconduct of said Owner or Owners. In the event a structure on any Lot is partially or totally destroyed and then repaired or rebuilt, the Owners of each Lot agree that minor encroachments over adjoining Lots shall be permitted and that there shall be valid easements for the maintenance of said encroachments so long as they shall exist.

(c) There is hereby created a blanket easement upon, across, over and under all of the Property for ingress, egress, installation, replacement, repair and maintenance of all utilities, including, but not limited to, CATV, water, sewer, drainage, gas, cable television, telephones and electricity, and a master television antenna system. By virtue of this easement, it shall be expressly permissible to erect and maintain the necessary poles and other equipment on the Property and to affix and maintain electrical or telephone wires and conduits, sewer and water and drainage lines, on, above or below any residence or land owned by any Owner. The easement of ingress and egress hereby created shall allow reasonable access by authorized persons over the Common Area for purposes of entering and exiting from certain planned recreational facilities which may be located on land owned by Declarant and located adjacent to the Property (but which is not intended

to be owned by the Association or deemed part of the Common Area).

(d) An easement is hereby reserved to Declarant to enter the Common Area during the period of construction and sale on the Property, and to maintain such facilities and perform such operations as in the sole opinion of Declarant may be reasonably required, convenient or incidental to the construction and sale of residences, including, without limitation, a business office, sales office, storage area, construction yards, signs, displays and model units.

(e) Declarant also reserves the right to enter into the Common Area for the purpose of carrying out any obligations it may have, or assume, with respect to the curing of any defects in workmanship or materials in the Property or the improvements thereon.

(f) For a period of ten (10) years from the date of conveyance of the first Lot, the Declarant reserves a blanket easement and right on, over and under the Property to maintain and to correct drainage of surface water in order to maintain reasonable standards of health, safety and appearance. Such right expressly includes the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary, following which the Declarant shall restore the affected property to its original condition as near as practicable. The Declarant shall give reasonable notice of intent to take such action to all affected Owners, unless in the opinion of

the Declarant an emergency exists which precludes such notice.

(g) An easement has been granted by Declarant and its predecessor in title, the Chesapeake Conference Association of Seventh Day Adventists, to the Montgomery County Revenue Authority for the benefit of the general public for the free and unobstructed passage of aircraft operated in, over and through the airspace over the Properties. The specific terms of said easement and right-of-way are set forth in a document titled "Agreement" dated April 2, 1982 which is attached hereto as Exhibit D and incorporated herein by reference. The provisions of said Agreement are binding on Declarant and its heirs, successors and assigns.

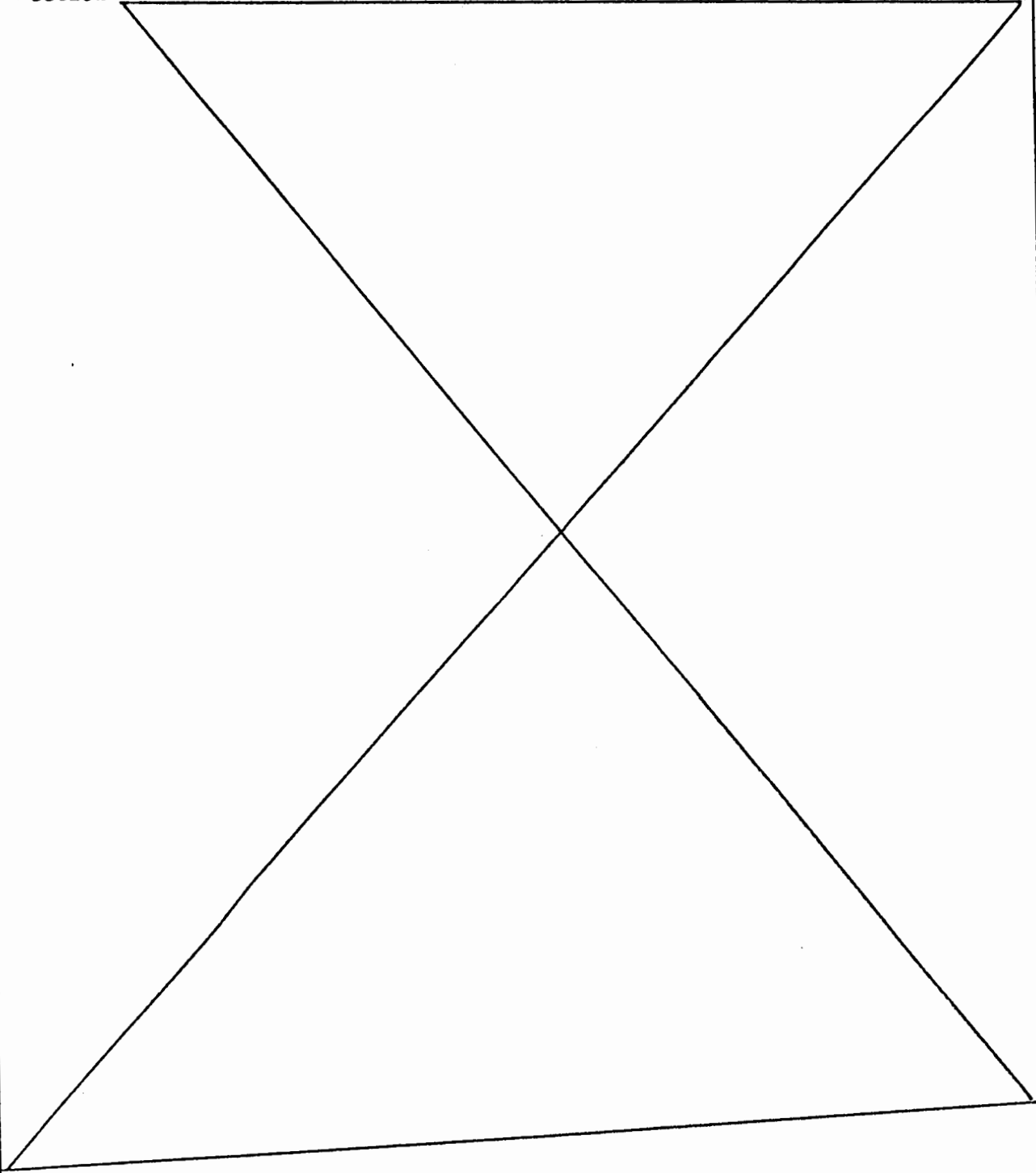
#### ARTICLE VII

##### EXTERIOR MAINTENANCE

Section 1. Subject to the provisions of Section 2, Article II, each Owner shall keep each Lot owned by him, and all improvements therein or thereon, in good order and repair and free of debris, including but not limited to the seeding, watering and mowing of all lawns, the pruning and cutting of all trees and shrubbery and the painting (or other appropriate external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management. In the event an Owner of any Lot in the Properties shall fail to maintain the Lot and the improvements situated thereon, the Association, as provided in the Bylaws and with the approval by vote of the Board of Directors shall have the right to enter upon said Lot to correct drainage and to repair, maintain and restore the Lot, the exterior of the buildings and any other improvements erected thereon. All costs related to such corrections, repair or restoration shall become a lien upon such Lot, and such lien may be enforced in the same manner as an annual assessment levied in accordance with Article IV hereof. Any such lien shall be subordinate to the lien of any first mortgage or deed of trust. Sale or transfer of any Lot shall not affect such lien. However, the sale or



transfer of any Lot pursuant to mortgage or deed of trust foreclosure or any proceeding in lieu thereof, shall extinguish any such lien 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. No amendment to this Section



shall affect the rights of the holder of any first mortgage on any Lot (or the indebtedness secured thereby) recorded prior to recordation of such amendment unless the holder thereof (or the indebtedness secured thereby) shall join in the execution of such amendment.

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. If the standards and regulations of FNMA and/or FHLMC prohibit self-management by the Association and FNMA and/or FHLMC holds an interest in a first mortgage or deed of trust against any of the Lots, then no such self-management shall be undertaken by the Association without the prior written consent and approval of all of the holders of the first mortgages of record on the Lots.

Provided that any Lot subject to this Declaration is then encumbered by a deed of trust or mortgage which is insured by the Federal Housing Administration or guaranteed by the Veterans Administration, and, provided further, that FHA and/or VA standards and regulations prohibit self-management of the Association, then no such self-management shall be undertaken by the Association without the prior written consent and approval of FHA or VA, as the circumstances may require.

Section 2. Duration of Management Agreement. Any management agreement entered into by the Association shall

provide inter alia that such agreement may be terminated without cause by either party upon thirty (30) days' 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.

Section 3. Limitation of Liability. Except for its negligence, the Association shall not be liable for any failure of any services to be obtained by the Association or paid for out of the common expense funds, or for any injury or damage to person or property caused by the elements or resulting from water which may leak or flow from any portion of the Common Area or Easement Area, or from any wire, pipe, drain, conduit or the like. Except for its negligence, the Association shall not be liable to any member for loss or damage, by theft or otherwise, of articles which may be stored upon the Common Area. No diminution or abatement of assessments, as herein elsewhere provided for, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the Common Area or from any action taken by the Association to comply with any of the provisions of this Declaration or with any law or ordinance or with the order or directive of any municipal or other governmental authority.

ARTICLE IX

PARTY WALLS

Section 1. Party Walls. Each wall which is built as part of the original construction of a Dwelling Unit upon the Property and placed on the dividing line between Lots shall constitute a party wall, and to the extent not inconsistent

with the provisions of this Article, the general rules of law regarding party walls and of liability for property damage due to negligent or willful acts or omissions shall apply thereto.

Section 2. Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

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

Section 4. Weatherproofing. Notwithstanding any other provision 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. Right to Contribution Runs with Land. 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. Dispute. In the event of a dispute between Owners with respect to the repair or rebuilding of a party wall or with respect to the sharing of the cost thereof, then, upon written request of one of such Owners addressed to the Association, the matter shall be submitted to its Board

with the provisions of this Article, the general rules of law regarding party walls and of liability for property damage due to negligent or willful acts or omissions shall apply thereto.

Section 2. Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

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Section 4. Weatherproofing. Notwithstanding any other provision 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. Right to Contribution Runs with Land. 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. Dispute. In the event of a dispute between Owners with respect to the repair or rebuilding of a party wall or with respect to the sharing of the cost thereof, then, upon written request of one of such Owners addressed to the Association, the matter shall be submitted to its Board

of Directors who shall decide the dispute, and the decision of such Board of Directors shall be final and conclusive upon the parties.

ARTICLE X

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, or any mortgagee of any Lot shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, charges or other obligations or terms now or hereafter imposed by the provisions of this Declaration, or the Articles of Incorporation or Bylaws of the Association. Failure by the Association or by any Owner or by any mortgagee of any Lot to enforce any covenant or restriction herein contained or any provision of the Bylaws or Articles of Incorporation of the Association shall in no event be deemed a waiver of the right to do so thereafter. There shall be and there is hereby created and declared to be a conclusive presumption that any violation or breach or attempted violation or breach of any of the within covenants or restrictions or any provision of the Bylaws or Articles of Incorporation of the Association cannot be adequately remedied by action at law or exclusively by recovery of damages.

Section 2. Severability. 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. Duration and Amendment. Except where permanent easements or other permanent rights or interests are herein created, the covenants and restrictions of the Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded,

of the Association in any other entity.

Section 5. Consents by Lenders. Any other provision of this Declaration or the Bylaws or Articles of Incorporation of the Association 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 all of the holders of the first mortgages of record on the Lots:

(a) abandon, partition, alienate, release, hypothecate, dedicate, subdivide, encumber, sell or transfer any of the Common Areas or community facilities 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 Areas and community facilities by the members of the Association shall not be considered a transfer within the meaning of this Section; or

Association;

(b) abandon or terminate this ~~Declaration~~ or

(c) modify or amend any substantive provision of this Declaration, or of the Bylaws or of the Articles of Incorporation of the Association; or

(d) 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 to any other entity; or

(e) substantially modify the method of determining and collecting assessments against an Owner or his Lot as provided in this Declaration; or

after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended at any time by an instrument signed by not less than sixty-seven percent (67%) of the Lot Owners. Any amendment must be recorded.

Section 4. FHA-VA Approvals. 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 and the Veterans Administration, as the circumstances may require:

- (a) make any annexation or additions; or
- (b) abandon, partition, dedicate, 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
- (c) abandon or terminate this Declaration; or
- (d) modify or amend any provision 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



(f) waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearance of buildings or structures on the Lots, the exterior maintenance of buildings or structures on the Lots, the maintenance of the Common Area party walks or common fences and driveways, or the upkeep of lawns and plantings with the Property; or

(g) fail to maintain fire and extended coverage on insurable Association Common Area property on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based on current replacement cost); or

(h) use hazard insurance proceeds for losses to any Association Common Area property for other than the repair, replacement or reconstruction of such Common Area property.

Section 6. Additional Rights of Mortgagees - Notice.

The Association shall promptly notify the holder of the first mortgage on any Lot for which any assessment levied pursuant to the Declaration, or any installment thereof, becomes delinquent for a period in excess of thirty (30) days and the Association shall promptly notify the holder of the first mortgage on any Lot with respect to which any default in any other provision of this Declaration remains uncured for a period in excess of thirty (30) days following the date of such default. Any failure to give any such notice shall not affect the validity or priority of any first mortgage on any Lot and the protection extended in this Declaration to the holder of any such mortgage shall not be altered, modified or diminished by reason of such failure.

No suit or other proceeding may be brought to foreclose the lien for any assessment levied pursuant to this Declaration except after ten (10) days' written notice to the holder of the first mortgage on the Lot which is the subject matter of such suit or proceeding. If the Association undertakes "self-management," it shall promptly give written notice of such occurrence to all of the holders of first mortgages of record on the Lots.

Any first mortgagee of any Lot may pay any taxes, utility charges or other charge levied against the Common Areas and community facilities which are in default and which may or have become a charge of lien against any of the Common Areas and community facilities and any such first mortgagee may pay any overdue premiums on any hazard insurance policy or secure new hazard insurance coverage on the lapse of any policy, with respect to the Common Areas and community facilities. Any first mortgagee who advances any such payment shall be due immediate reimbursement of the amount so advanced from the Association.

Section 7. Casualty Losses. In the event of substantial damage or destruction to any of the Common Areas, the Board of Directors of the Association shall give prompt written notice of such damage or destruction to the holders of all first mortgages of record on the Lots. No provision of this Declaration or the Articles of Incorporation or the Bylaws of the Association shall entitle any member to any priority over the holder of any first mortgage of record on his Lot with respect to the distribution to such member of any insurance proceeds paid or payable on account of any damage or destruction of any of the Common Areas.

Section 8. Condemnation or Eminent Domain. In the event any part of the Common Areas is made the subject matter

of any condemnation or eminent domain proceeding, or is otherwise sought to be acquired by any condemning authority, then the Board of Directors of the Association shall give prompt written notice of any such proceeding or proposed acquisition to the holders of all first mortgages of record on the Lots. No provision of this Declaration or the Articles of Incorporation or the Bylaws of the Association shall entitle any member to any priority over the holder of any first mortgage of record on his Lot with respect to the distribution to such member of the proceeds of any condemnation or settlement relating to a taking of any of the Common Areas.

Section 9. Captions and Gender. The captions contained in this Declaration are for convenience only and are not a part of this Declaration and are not intended in any way to limit or enlarge the terms and provisions of this Declaration. Whenever the context so requires, the male shall include all genders and the singular shall include the plural.

Section 10. Rights of the Maryland-National Capital Park and Planning Commission ("Commission" herein). Any other provision of this Declaration or the Bylaws or Articles of Incorporation of the Association 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 of the Commission, which consent shall not be unreasonably withheld or delayed:

- (a) make any annexation or additions; or
- (b) abandon, partition, dedicate, subdivide, encumber, sell or transfer any of the Common Areas or community facilities 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 and community facilities by the members of the Association shall not be considered a transfer within the meaning of this Section; or

(c) abandon or terminate the Declaration;

or

(d) modify or amend any material or substantive provision of this Declaration, or 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 to any other entity; or

(f) substantially modify the method of determining and collecting assessments as provided in this Declaration.

The Commission shall have the right to bring action for any legal or equitable relief necessary to enforce the rights and powers granted to the Commission hereunder.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has executed this instrument this 14 day of MAY, 1985.

ATTEST:

SMART LTD, trading as  
MARYLAND DEVELOPMENT COMPANY

Mary Kay Kennedy

By:

[Signature]  
PRESIDENT

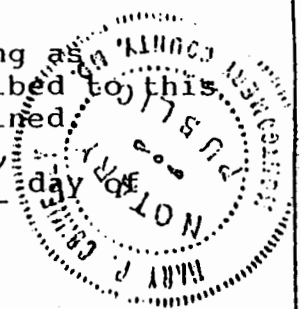
STATE OF MARYLAND, COUNTY OF MONTGOMERY, to wit:

On this 14th day of MAY, 1985, before me, the undersigned officer, personally appeared JOHN N. SMART, who has satisfactorily proven to be the

LAW OFFICES  
MILLER, MILLER & CANBY  
CHARTERED  
200-B MONROE STREET  
ROCKVILLE, MARYLAND  
301-762-5212

President of Smart Ltd., trading as Maryland Development Company, whose name is subscribed to this written instrument, for the purposes therein contained.

Given under my hand and seal this 14th day of MAY, 1985.



Mary P. Connelly  
Notary Public  
My Commission Expires: 7/1/86

This is to certify that the within instrument was prepared by or under the supervision of Miller, Miller & Canby, Chartered, Attorneys at Law, duly admitted to practice before the Court of Appeals of Maryland.

MILLER, MILLER & CANBY,  
CHARTERED

BY Jody S. Kline  
Jody S. Kline

PULTE HOME CORPORATION, a Michigan Corp.

By: \_\_\_\_\_

MILLSTREAM PARTNERSHIP I, a Maryland Partnership

By: [Signature]

By: [Signature]

HADLEY FARM JOINT VENTURE XVIII,  
c/o Diversified Homes Corporation  
of Hadley Farm

By: [Signature]

State of Maryland, County of Montgomery, to wit:

On this \_\_\_\_\_ day of September, 1985, before me, the undersigned officer, personally appeared \_\_\_\_\_, who acknowledged himself to be the \_\_\_\_\_ of Pulte Home Corporation, 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 the Corporation by himself as

, and did further acknowledge under penalty of perjury that the consideration as forth herein is correct, including the amount of any mortgage or deed of trust assumed by the Purchaser.

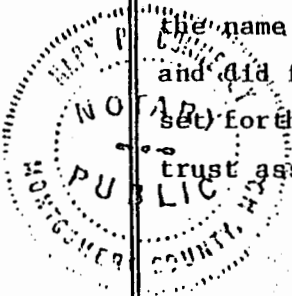
MY COMMISSION EXPIRES:

\_\_\_\_\_  
Notary Public

LAW OFFICES  
MILLER, MILLER & CANBY  
CHARTERED  
200-B MONROE STREET  
ROCKVILLE, MARYLAND  
301 762-8212

State of Maryland, County of Montgomery, to wit:

On this 26<sup>th</sup> day of September, 1985, before me, the undersigned officer, personally appeared Creston L. Cathcart & Samuel McCallough who acknowledged ~~himself~~ <sup>their</sup> to be the Partners of Millstream Partnership I, a Partnership, and that ~~they~~ as such Partners being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Partnership by ~~himself~~ <sup>their</sup> as Partners, and did further acknowledge under penalty of perjury that the consideration as set forth herein is correct, including the amount of any mortgage or deed of trust assumed by the Purchaser.

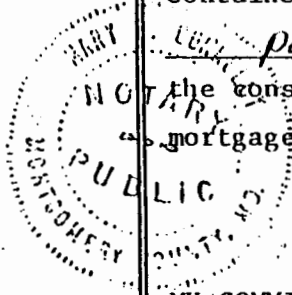


MY COMMISSION EXPIRES: 7/1/86

Mary C. Connolly  
Notary Public

State of Maryland, County of Montgomery, to wit:

On this 26<sup>th</sup> day of September, 1985, before me, the undersigned officer, personally appeared Creston L. Cathcart, who acknowledged himself to be ~~the~~ a Partner of Hadley Farms Joint Venture XVIII, a Joint Venture, and that he as such person being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Partnership by himself as such person, and did further acknowledge under penalty of perjury that the consideration as set forth herein is correct, including the amount of any mortgage or deed of trust assumed by the Purchaser.



MY COMMISSION EXPIRES: 7/1/86

Mary C. Connolly  
Notary Public

SCHEDULE A

All property described in the attached descriptions titled:

Section 1, HADLEY FARMS

Section 1 -- Open Space, HADLEY FARMS

Section 2 and 3, HADLEY FARMS





**Macris, Hendricks and Witmer, P.A.**

Engineers • Planners • Surveyors

15209 Frederick Road, Suite 208  
Rockville, Maryland 20850  
Columbia Area (301) 774-0664  
Washington Area (301) 340-8705

John A. Macris, P.E.  
James W. Hendricks, P.E.  
John R. Witmer, R.L.S.  
James C. Glascock, P.E.  
Douglas H. Riggs III, R.L.S.  
Philip A. Wilk, P.L.S.

February 15, 1984

DESCRIPTION

Section 1

81-137

Hadley Farms

Being a parcel of land located in the 1st Election District of Montgomery County, Maryland and being a part of the land conveyed by The Chesapeake Conference Association of Seventh Day Adventists to Smart Ltd. by deed dated May 31, 1983, and recorded among the Land Records of Montgomery County, Maryland in Liber 6092 at Folio 408, and being more particularly described as follows

Being all of Lots 1 through 33, Block "A" and Lots 1 through 31, Block "B", "Hadley Farms" as delineated on plats of subdivision recorded among the aforesaid Land Records in Plat Book 125 as Plat Nos. 14607, 14614, 14615 and 14616.



# Macris, Hendricks and Witmer, P.A.

Engineers • Planners • Surveyors

15209 Frederick Road, Suite 208  
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James C. Glascock, P.E.  
Douglas H. Riggs III, R.L.S.  
Philip A. Wilk, P.L.S.

February 15, 1984

## DESCRIPTION

Section 1- Open Space

81-137

Hadley Farms

Being a parcel of land located in the 1st Election District of Montgomery County, Maryland and being a part of the land conveyed by The Chesapeake Conference Association of Seventh Day Adventists to Smart Ltd. by deed dated May 31, 1983, and recorded among the Land Records of Montgomery County, Maryland in Liber 6092 at Folio 408, and being more particularly described as follows

Being all of Parcel "A", Block A, "Hadley Farms", as delineated on a plat of subdivision recorded among the aforesaid Land Records in Plat Book 125 as Plat No. 14607



# Macris, Hendricks and Witmer, P.A.

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Douglas H. Riggs III, R.L.S.  
Philip A. Wilk, P.L.S.

February 15, 1984

## DESCRIPTION

Section 2 & 3

81-137

Hadley Farms

Being a parcel of land located in the 1st Election District of Montgomery County, Maryland and being a part of the land conveyed by Hadley Farms Dairy, Inc., to the Chesapeake Conference Association of Seventh Day Adventists by deed dated January 11, 1982 and recorded among the Land Records of Montgomery County, Maryland in Liber 5824 at Folio 675, and being more particularly described in the Washington Suburban Sanitary Commission Datum as now surveyed by Macris, Hendricks and Witmer, P.A. as follows:

Beginning at a concrete monument found at the end of the South 81°23'30" East, 1107.25 foot line of Parcel 2, as described in the aforesaid conveyance, then reversely with a part of said line, as now surveyed

1. North 87°23'12" West, 430.84 feet to a point, then to cross and include a part of the aforesaid conveyance
2. North 05°00'00" East, 695.47 feet to a point, then
3. North 36°05'00" West, 255.00 feet to a point, then
4. North 53°55'00" East, 490.00 feet to a point, then
5. North 25°56'11" East, 230.00 feet to a point, then
6. South 80°48'57" East, 180.00 feet to a point, then
7. North 08°28'00" West, 95.00 feet to a point, then
8. North 26°50'00" East, 95.00 feet to a point, then
9. North 55°49'00" East, 64.00 feet to a point, then
10. North 30°55'00" East, 212.00 feet to a point, then
11. North 11°34'00" East, 70.00 feet to a point, then
12. North 24°00'00" West, 155.00 feet to a point, then

13. North 66°00'00" East, 312.00 feet to a intersect a point on the southerly right-of-way line of a 250' Potomac Electric Power Company. right-of-way recorded in Liber 2396 at Folio 61, then binding with said right-of-way line
14. South 86°41'02" East, 1085.00 feet to intersect a point on the future westerly right-of-way line of the Olney-Laytonsville Road, (Md. Route 124), then with said Olney-Laytonsville Road
15. South 03°06'23" East, 646.15 feet to intersect a point on the 8th line as described in a conveyance from The Chesapeake Conference Association of Seventh-Day Adventists, to the Board of Education of Montgomery County, Maryland by deed dated November 5, 1981 and recorded among the aforesaid Land Records in Liber 5794 at Folio 637, then binding reversely with a part of said 8th line and all of the 7th line of said conveyance
16. South 88°42'27" West, 1253.66 feet to a rebar and cap found, then
17. South 00°23'54" West, 894.98 feet to a rebar and cap found, then continuing to cross and include a part of the aforesaid conveyance recorded in Liber 5824 at Folio 628
18. South 88°36'51" West, 100.00 feet to a point, said point being the northwest corner of a subdivision plat of "Hadley Farms" as recorded among the aforesaid Land Records in Plat Book 125 as Plat No. 14607, then binding with the westerly limits of said plat
19. South 09°09'55" West, 533.21 feet to intersect a point on the South 74°32' East, 1861.50 foot line of "Parcel 2", as described in the aforesaid Liber 5824 at Folio 675, then reversely with a part of said line
20. North 80°50'05" West, 258.14 feet to the point of beginning. Containing a computed area of 45.9918 Acres of Land.

Subject to all restrictions, rights-of-way, easements and other conditions contained in the deeds, forming the chain of title to the captioned property.



**Macris, Hendricks and Witmer, P.A.**

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James C. Glascock, P.E.  
Douglas H. Riggs III, R.L.S.  
Philip A. Wilk, P.L.S.

February 15, 1984

DESCRIPTION

Section 1- Open Space

81-137

Hadley Farms

Being a parcel of land located in the 1st Election District of Montgomery County, Maryland and being a part of the land conveyed by The Chesapeake Conference Association of Seventh Day Adventists to Smart Ltd. by deed dated May 31, 1983, and recorded among the Land Records of Montgomery County, Maryland in Liber 6092 at Folio 408, and being more particularly described as follows

Being all of Parcel "A", Block A, "Hadley Farms", as delineated on a plat of subdivision recorded among the aforesaid Land Records in Plat Book 125 as Plat No. 14607

SCHEDULE B

All property described in the attached description titled:

Section 1 -- Open Space, HADLEY FARMS

EXHIBIT C

All property described in the attached description titled:

Sections 4 through 7, HADLEY FARMS

**Macris, Hendricks and Witmer, P.A.**

Engineers • Planners • Surveyors

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 Philip A. Wilk, P.L.S.

February 15, 1984

## DESCRIPTION

Sections 4 through 7

Hadley Farms

81-137

Being a parcel of land located in the 1st Election District of Montgomery County, Maryland and being a part of the land conveyed by Hadley Farms Dairy, Inc., to the Chesapeake Conference Association of Seventh Day Adventists by deed dated January 11, 1982 and recorded among the Land Records of Montgomery County, Maryland in Liber 5824 at Folio 675, and being more particularly described in the Washington Suburban Sanitary Commission Datum as now surveyed by Macris, Hendricks and Witmer, P.A. as follows:

Beginning at a stone found (#4) at the beginning of the North 46°22' West, 663.50 foot line as described in the aforesaid conveyance, then with said conveyance the following 4 courses as now surveyed:

1. North 52°22'50" West, 663.95 feet to a stone found, then
2. North 06°19'51" East, 765.78 feet to a stone found, then
3. North 32°00'28" West, 461.60 feet to a stone found, then
4. North 04°48'54" East, 647.22 feet to a point, said point being on the southerly right-of-way line of a 250' right-of-way conveyed to the Potomac Electric Power Company, in Liber 2396 at Folio 61, then binding on said line



5. South 86°41'02" East, 2320.90 feet to a point, then leaving said Pepco right-of-way, to cross and include a part of the aforesaid conveyance recorded in Liber 5824 at Folio 675
6. South 66°00'00" West, 312.00 feet to a point, then
7. South 24°00'00" East, 155.00 feet to a point, then
8. South 11°34'00" West, 70.00 feet to a point, then
9. South 30°55'00" West, 212.00 feet to a point, then
10. South 55°49'00" West, 64.00 feet to a point, then
11. South 26°50'00" West, 95.00 feet to a point, then
12. South 08°28'00" East, 95.00 feet to a point, then
13. North 80°48'57" West, 180.00 feet to a point, then
14. South 25°56'11" West, 230.00 feet to a point, then
15. South 53°55'00" West, 490.00 feet to a point, then
16. South 36°05'00" East, 255.00 feet to a point, then
17. South 05°00'00" West, 695.47 feet to intersect a point on the South 81°23'30" East, 1107.25 foot line of Parcel 2, as described in the aforesaid conveyance, then reversely with a part of said line
18. North 87°23'12" West, 674.43 feet to a point of beginning. Containing a computed area of 74.2376 Acres of Land

Subject to all restrictions, right-of-way, easements and other conditions contained in the deeds, forming the chain of title to the captioned property.