

DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS OF

CRAWFORD'S RIDGE SUBDIVISION

(An Age Restricted Single Family Detached Residential Subdivision)

THIS DECLARATION, ("Declaration"), made this 24/7 day of November, 2004, by
Severn Associates, Inc. a Maryland corporation (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of all that certain property situate and lying in Anne
Arundel County, State of Maryland, and described as follows:

IMP FD SURE \$ 20.00
RECORDING FEE 20.00
TOTAL 40.00
RPD RSR Blk # 79812
Dec 22, 2004 01:02 PM

All that land shown on the Plats entitled "Crawford's Ridge" A Residential Single
Family Subdivision, recorded among the Plat Records of Anne Arundel County,
Maryland at Plat Book 246, pages 49 through 50, (Plat Nos. 13875
through 13876), ("Plats"), or intended to be so recorded, ("Property")

RECORDING FEE 55.00
TOTAL 55.00
RPD RSR Blk # 79812
Dec 22, 2004 01:03 PM

WHEREAS, the Declarant desires to submit the Property to the covenants and conditions
set forth herein as set forth below; and

WHEREAS, this is an age restricted subdivision and the ownership of all Lots is limited
to persons who are defined as older persons by 42 U.S.C. 3607(b)(2), as amended from time
to time, and regulations promulgated thereunder, and as further defined by Section 20 of
Article 49B of the Annotated Code of Maryland, (2003 Replacement Volume), and regulations
promulgated thereunder, (collectively called the "Fair Housing Acts"). No Lot may be owned
or transferred in violation of these laws and regulations

NOW, THEREFORE, Declarant hereby declares that all of the Property described above
shall be held, sold and conveyed subject to the following easements, restrictions, covenants and
conditions, which are for the purpose of establishing a general plan of development, and 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, excluding those having such interest merely for the performance
of an obligation, in the described property or any part thereof, their personal representatives,
successors and assigns, and shall inure to the benefit of each owner thereof.

ANNE ARUNDEL COUNTY CIRCUIT COURT (Land Records) RPD 15731, p. 0282, MSA_CE59_16075. Date available 02/08/2005. Printed 03/29/2023.

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2004 DEC 22 P 1:07
ARUNDEL COUNTY

ARTICLE I Definitions

Section 1. "Association" shall mean and refer to Crawford's Ridge Homeowners Association, Inc., a non-stock corporation of the State of Maryland, its successors and assigns.

Section 2. "Common Area" shall mean the Recreation Area and Open Space shown on the Plats which Common Area shall be owned by the Association.

Section 3. "Declarant" shall mean and refer to Severn Associates, Inc., 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.

Section 4. "Lot" shall mean and refer to any one of the 27 lots described as Lots 1 through 27 as shown on the Plats. Lots 28 and 29 as shown on the Plats are not subjected to this Declaration and are not included as part of the Property defined below.

Section 5. "Lot Owner(s)" shall mean the owner of a Lot.

Section 6. "Maryland Contract Lien Act" shall mean Section 14-201, *et. seq.*, of the Real Property Article, Annotated Code of Maryland, (2003 Replacement Volume), as amended from time to time.

Section 7. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 8. "Plats" shall mean the Plats described in the first WHEREAS Clause set forth above., and all amendments thereto.

Section 9. "Property" shall mean and refer to the Property described in the first WHEREAS Clause above, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

ARTICLE II

Property subject to this Declaration and Additions Thereto/Power of Attorney

Section 1. Property Subject to this Declaration. All of the land as shown on the Plats entitled, "Crawford's Ridge" A Residential Single Family Subdivision, recorded among the Plat Records of Anne Arundel County, Maryland at Plat Book 266, pages 49 through 50, (Plat Nos. 13875 through 13876), (or intended to be so recorded), together with Open Space and Recreation

Areas shown on the said Plats, being the Property, shall be transferred, held, sold, conveyed, and occupied subject to this Declaration.

Section 2. Additional Lands. Additional Lands may be subjected to this Declaration in the following manner:

(a) The Declarant, its successors and assigns, shall have the right for 7 years from the date of recordation of this Declaration, to bring within the operation and effect of this Declaration such additional lands adjacent to the Property as acquired by the Declarant, or such adjacent land which the Declarant agrees may be subjected to this Declaration, ("Additional Land"), the Additional Land intended to contain additional Lots. The additions authorized under this Section 2 shall be made by recording among the Land Records of Anne Arundel County a supplement to this Declaration, which need be executed only by the Declarant and the owner of the Additional Land if the Declarant is not the owner of the Additional Land, which shall describe the Additional Land and state that it is subject to this Declaration.

(b) In addition to Section 2(a) above, upon written approval of the Association after the Association has attained the assent of the holders of two-thirds (2/3rds) of the votes of each outstanding class of members, present in person or by proxy at a meeting at which the vote is taken, the owner of any land adjacent to the land shown on the Plats, and other than the land shown on the Plats, who desires to subject it to the operation and effect of this Declaration may also do so by recording among the Land Records of Anne Arundel County a supplement to this Declaration describing the additional land and stating that it is subject to this Declaration.

(c) Any supplement to this Declaration may contain such complementary additions and modifications of the Covenants, Conditions and Restrictions contained herein as may be necessary to reflect the different character, if any, of the added property. In no event, however, except as provided elsewhere herein, shall the supplement to this Declaration revoke, modify or add to the Covenants, Conditions and Restrictions established by this Declaration insofar as they pertain to the Property as the same exists prior to the supplement.

(d) Declarant shall exercise its rights under Section 2(a), and the owner of other land shall exercise its rights under Section 2(b), only after tendering prior written notification of such annexation or supplementation to the Federal Housing Administration or the Veterans Administration, so long as such notification is required by either agency and, provided, there are mortgages within the Property or Additional Land or additional property secured or to be secured by such agency.

Section 3. Power of Attorney. Each contract purchaser or Owner of a Lot, by acceptance of a deed for a Lot whether so stated in the deed, hereby grants to the Declarant, its successors and assigns, an irrevocable power of attorney to sign plats and other documents necessary to allow for amendments to the Plats or this Declaration or Bylaws to allow additions to the Property as set forth in Section 2(a) above. This power of attorney is coupled with an interest and shall not be effected

by the disability of the grantor.

ARTICLE III

The Association: Formation, Members, Voting Rights and Insurance

Section 1. Formation and Purpose of the Association. The Declarant shall cause the Association to be formed as a non-profit, non-stock Maryland Corporation by the filing of Articles of Incorporation of the Association with the State Department of Assessments and Taxation of Maryland and by adopting Bylaws of the Association. The Association shall be formed to provide for the management of the Lots, and for such other purposes as are provided in the Articles of Incorporation and Bylaws of the Association. In the event the Association becomes the owner of any additional real property, it shall be responsible for the ownership and maintenance of that land for the benefit of the Lot Owners. For and during its existence, the Association shall be operated in accordance with its Articles of Incorporation and Bylaws and subject to the membership and voting provisions set forth in this Article III. The Association shall have such other rights, duties and powers as shall be set forth in this Declaration and the Articles of Incorporation and Bylaws of the Association.

Section 2. Membership. 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 3. Classes of Membership. The Association shall have two (2) classes of voting memberships:

(a) Class A. Class A members shall be all Owners with the exception of the Declarant, and shall be entitled to one (1) 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 among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

(b) Class B. Class B members 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:

(i) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(ii) December 31, 2011.

Section 4. Meetings. The provisions of Section 5-206 of the Corporations and Associations Article, Annotated Code of Maryland, as may be amended from time to time, may be utilized to continue

meetings.

Section 5. Insurance. The Association shall maintain:

(a) Officers' and Directors' liability insurance.

(b) Blanket fidelity bonds for all officers, directors, managers, trustees, employees and volunteers of the Association and all other persons handling or responsible for funds held or administered by the Association, whether or not they receive compensation for their services. Where the Association has delegated some or all of the responsibility for the handling of funds to a management agent, such management agent shall be covered by its own fidelity bond. All fidelity bonds, including those entered into by, and/or on behalf of or for the benefit of a management agent and its personnel, should name the Association as an obligee (for bonds entered into by or on behalf of, or for the benefit of a management agent and its personnel, the Association should be named as an additional obligee). Fidelity bonds entered into by the Association shall have their premiums paid as a common expense of the Association. The total amount of fidelity coverage required shall be the greater of the maximum amount of funds that will be in the custody of the Association or management agent at any time, or the sum of three (3) months' assessments on all Lots within the Property. The bonds shall provide that they cannot be canceled or substantially modified (including cancellation for non-payment of premium) without at least ten (10) days' prior written notice to the Association and to all eligible mortgage holders.

(c) Liability Insurance in the minimum amount required by Maryland law, as amended from time to time, to provide immunity from personal liability to the Directors and Officers of the Association and to the Association and to the individual Lot Owners.

ARTICLE IV Common Area

Section 1. Common Area. The Common Area shall be the Community Open Space of 20,554.05 square feet, more or less as shown on the Plats shall be deeded to the Association, subject to easements, and shall be maintained, repaired and replaced as set forth in this Declaration for the benefit and enjoyment of Lot Owners, invitees, guests, and other residents of the same. This does not prohibit the Association from owning additional land in the future.

ARTICLE VI Covenant For Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of 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, late charges, and reasonable attorney's fees, shall be a charge on the Owner's Lot, and shall be a continuing lien upon the Lot against which each such assessment is made in accordance with the provisions of the Maryland Contract Lien Act. Each such assessment shall 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. Annual and Special Assessments. The assessments levied by the Association shall be for the exclusive purpose of promoting the recreation, health, safety and welfare of the Owners and for the improvement and maintenance of the Common Area or portions thereof and other costs including, but not limited to insurance. All of the owners of the Lots shall pay the amount of annual assessments as set forth below.

(a) Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment for the Lots shall be \$1,000.00 per Lot, provided, however, that the Declarant, its successors and assigns, shall not be responsible for the payment of any annual assessments for each unimproved Lot owned by the Declarant until the first of the following to occur: (1) a Lot is sold to a third party with an improved residence constructed upon it and settlement has taken place, or (2) a residence is constructed upon a Lot and that residence is occupied.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the annual assessment may be increased each year by not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the membership.

(c) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above ten percent (10%) by the 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.

(d) The Board of Directors may fix the annual assessments at an amount not in excess of the maximum, but the annual assessments shall never be less than \$400.00.

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

Section 3. Notice and quorum for any action authorized under Section 2. Any action authorized under Section 2 shall be taken at a meeting called for that purpose, written notice of which shall be

sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast fifty percent (50%) of all 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 (½) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 4. Uniform Rate of Assessment. Except as set forth above for the Declarant, both annual and special assessments must be fixed at a uniform rate for all Lots and shall be collected on a quarterly basis or at such other intervals, but not less than annually, as determined by the Board of Directors from time to time.

Section 5. 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 sale and settlement of a Lot with a dwelling constructed upon it; provided, however, that Declarant, its successors and assigns, for unimproved Lots it owns, shall not have the obligation to pay assessments until the first to occur of the events set forth in Section 2(a) above, provided that for such period of time the Declarant does not pay assessments, it shall pay any normal operating deficiencies incurred by the Association. The Declarant, upon presentation of invoices, shall be entitled to be reimbursed for its expenses by the Association. The first annual assessment shall be adjusted according to the number of months remaining in the fiscal year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 6. Initial Working Capital. Each initial purchaser of a Lot from the Declarant, its successors or assigns, or from a builder who purchases an unimproved Lot, upon which a residence is constructed upon it, shall pay to the Association at settlement a sum of money equal to one (1) quarterly payment of annual assessments. This is not a pre-payment of assessments but is in addition to the payment of assessments.

ARTICLE VII

Remedies of the Association for Non-Payment of Assessments

Section 1. Delinquency. Any assessment provided for in this Declaration which is not paid when due, shall be delinquent. If any such assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum, and the Association may, at its option, bring an action at law against the

Owner personally obligated to pay the same, and/or, upon compliance with the notice provisions set forth in Section 2 hereof, and in accordance with the provisions of the Maryland Contract Lien Act, to foreclose the lien (provided for in Section 1 of Article VII hereof) against the Lot, and there shall be added to the amount of such assessment any late charges, reasonable attorney's fees, the cost of collection, including the costs of preparing and filing the complaint in any such action, and in the event a judgment is obtained, such judgment shall include said interest, cost of collection, and reasonable attorney's fees, together with costs of the action. Each Owner vests in the Association or its assigns, the right and power to bring all actions at law or lien foreclosures against such Owner or other Owners for the collection of such delinquent assessments and related charges.

Section 2. Notice of Lien/Statement of Lien. No action shall be brought to foreclose said assessment lien or to proceed under the power of sale herein provided, less than thirty (30) days after the date a notice of claim of lien is served upon the record owners of the Lot in accordance with the provisions of the Maryland Contract Lien Act and a Statement of Lien is duly recorded among the Land Records of the County where the Lot is located. The notice of claim of lien shall comply with the terms of the Maryland Contract Lien Act. The Statement of Lien shall include unpaid assessments, interest on the unpaid assessments at the rate of ten percent (10%) per annum, plus reasonable attorney's fees, costs of collection and any late charges, if any.

Section 3. Foreclosure Sale. Any such sale provided for above is to be conducted in accordance with the provisions of the laws of the State of Maryland, applicable to the exercise of powers of sale, or an assent to a decree in mortgages and deeds of trust, or in any other manner permitted by law. The Association, through duly authorized agents, shall have the power to bid on the Lot at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same.

Section 4. Curing of Default. Upon the timely curing of any default for which a Statement of Lien was filed by the Association, the officers of the Association are hereby authorized to file on record, as the case may be, an appropriate release of such Statement of Lien, upon payment by the defaulting Owner of a fee, to be determined by the Association, but not to exceed Fifteen Dollars (\$15.00), to cover the costs of preparing such release plus the actual cost of filing or recording such release.

Section 5. Cumulative Remedies. The assessment lien and the rights to foreclosure and sale thereunder shall be in addition to and not in substitution for all other rights and remedies which the Association and its assigns may have hereunder and by law, including a suit to recover a money judgment for unpaid assessments, and related charges, as above provided.

Section 6. Subordination of Assessment Liens. 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 a 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.

ARTICLE VIII
Architectural Control

Except for original construction by the Declarant, no building, fence, wall or other structure shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change (including change of external paint, paneling and the like), or alteration therein, be made until the plans and specifications showing the nature, kind, shape, height, materials, exterior colors and location of the same shall have been submitted to and approved in writing as to the harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. The Architectural Control Committee and/or the Board of Directors may adopt Architectural Guidelines and such rules as it deems appropriate to supplement the above, from time to time.

ARTICLE IX
Use Restrictions

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

Section 1. None of the Lots shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any such Lot other than one used as a single family dwelling.

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, its successors or assigns, may use the Property for a model homesite and display and sales office during the construction and sales period.

(a). This being an age restricted subdivision, no licensed day care as defined by Section 11B-111.1 of the Real Property Article, Annotated Code of Maryland, shall be permitted on any Lot within the subdivision.

(b). A Lot may be used for a "no-impact home based business" as defined in Section 11B-111.1 of the Real Property Article, Annotated Code of Maryland, (2003 Replacement Volume), provided (a) that the use is consistent with the residential character of the dwelling unit; (b) is subordinate to the use of the dwelling unit for residential purposes and requires no external modifications that detract from the residential appearance of the dwelling unit; (c) uses no equipment or process that creates noise, vibration, glare, fumes, odors, or electrical or electronic interference

detectable by neighbors or that causes an increase of common expenses that can be solely and directly attributable to a no-impact home-based business; and (d) does not involve use, storage, or disposal of any grouping or classification of materials that the United States Secretary of Transportation or the State of Maryland or Anne Arundel County designates as a hazardous material. This provision shall be deemed automatically amended to include any additional restrictions that may be included by future amendments to Maryland law.

(c). In addition, the construction of a residential dwelling for sale to the public upon any Lot shall not be deemed a business for commercial use.

Section 3. No sign or billboard of any kind shall be displayed to the public view on any portion of the Property or any Lot, except one sign for each building site of not more than 18" x 24" advertising the property for sale or rent, or except signs used by the Declarant, its successors or assigns, to advertise the property during the construction and sales period, or except for those candidate signs expressly permitted by and in accordance with the Maryland Homeowners Association Act.

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 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, tent, shack, camper, outdoor clothes dryer, or other buildings, shall be erected, used or maintained on any Lot at any time. Dog houses constructed or similar material and painted of matching color to the corresponding house are permitted with the approval of the Architectural Board of Directors or an architectural control committee. A storage shed not to exceed 100 square feet in floor area may be erected on a Lot but only if the location thereof and the plans and specifications thereof have been approved by the Board of Directors or an architectural control committee, in writing. Bathhouses, gazebos, kennels, dog runs, barns and stables, swimming pools, solar panels, heating panels, awnings, lawn ornaments, facade ornaments, window bars and flagpoles may be erected only if the plans and specifications have been first approved by the Board of Directors or architectural control committee in writing.

Section 6. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot or within any dwelling, except that dogs, cats or other household pets may be kept on the Lots 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 a Lot which results in any annoyance or are obnoxious to residents in the vicinity, and each pet owner shall comply with County leash laws and other laws applicable to the keeping of the Owner's pets. Dangerous and/or exotic pets, such as pit bulls, boa constrictors or ferrets are specifically prohibited on Lots or in dwellings.

Section 7. No structure, planting or other material (except as erected or planted by Declarant) shall

be placed or permitted to remain upon any Lot which may damage or interfere with any easement for the installation of utilities or which may unreasonably change, obstruct or retard direction or flow of water within any drainage channels.

Section 8. Ground based spotlights and roof or wall mounted spotlights may be installed on the outside of any residence but only if the beams of light generated therefrom are directed within the subject Lot and do not cast beyond the Lot.

Section 9. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind, shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels or mineral excavations or shafts be permitted upon the surface of a Lot. No derrick or other structure designed for use in boring for water, oil or natural gas shall be erected, maintained or permitted upon any Lot.

Section 10. All rubbish, trash and garbage shall be regularly removed from a Lot, 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 Control 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 11. Only radio or television receiving or transmitting antennae or external apparatus which Federal law restricts or prohibits the regulation of may be installed on any Lot, provided, that the type of device and method of installation conforms with Federal law and regulations, and subject to such lawful regulations that may be adopted by the Board of Directors, from time to time.

Section 12. Except as may be provided by this Declaration, no junk vehicle, commercial vehicle, (defined as, but not limited to, containing commercial lettering or exposed equipment), or other similar machinery or equipment of any kind or character (except for such equipment and machinery as may be reasonable, customary and usual in connection with the use and maintenance of the dwelling) shall be kept on any Lot or on the Common Areas, nor (except in bona fide emergencies) shall the repair or extraordinary maintenance of automobiles or other vehicles be carried out on any Lot or the Common Areas. All vehicles must be parked on paved surfaces only. Vehicle repairs are permitted only within a garage unless such repairs are completed within 24 hours of commencement of repairs.

Section 13. Trash and garbage containers shall not be permitted to remain in public view except on days of trash collection. No incinerator shall be kept or maintained upon any Lot. Garbage, trash and other refuse shall be placed in covered containers.

Section 14. 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 Property, the Owner of any Lot, or the Association in the case of Common Area, served by said installation 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 15. Easements over any of the Common Area and Lots for ingress and egress and for the installation and maintenance of electric, telephone, cable television, water, gas drainage and sanitary sewer lines and facilities, storm drainage facilities and the like, are hereby reserved by Declarant until the Class B membership shall cease, or upon completion of construction of all improvements by Declarant, its successors or assigns, on all Lots on the Property, whichever occurs last. Declarant also reserves the right to enter on the Lots for the purpose of completing improvements thereon, and for the further purpose of carrying out any obligations which it may have, or assume, with respect to the curing of any defects in workmanship or materials in the Property or the improvements thereon.

Section 16. Declarant reserves the right to store building supplies, construction equipment and other similar property on any Lot it owns and/or any of the Common Area until the completion of construction of all improvements by Declarant, its successors or assigns, on all Lots on the Property.

Section 17. Declarant may construct, maintain and operate real estate sales and construction offices, model homes, displays, signs and special lighting on any part of the Common Area or on any Lot it owns until the completion of construction or all improvements by Declarant, its successors or assigns, on all Lots on the Property.

Section 18. Declarant, for itself, its successors and assigns, reserves an easement on, over and under the Common Area and Lots for the purpose of ingress and egress, grading, and the installation and maintenance of public and private utilities to serve the Property and the Lots therein, including, but not limited to, the right to lay, install, construct and maintain pipes, drains, mains, conduits, lines, meters and other facilities for water, storm sewer, sanitary sewer, storm water management ponds, gas, electric, telephone, cable television, and other public or private services or utilities deemed by Declarant necessary or advisable to provide service to any Lot, or in the area or on the area in which the same is located, together with the right and privilege of entering upon the Common Area for such

purposes and making openings and excavations thereon, which openings and excavations shall be restored in a reasonable period of time.

Section 19. All Owners and occupants shall abide by this Declaration, the Bylaws and any rules and regulations adopted by the Association.

Section 20. No structure, planting or other material shall be placed or permitted to remain upon any Lot or Common Area which may damage or interfere with any easement for the installation or maintenance of utilities, or which may unreasonably change, obstruct or retard flow of any drainage channels. Except as may be necessary, (as determined by an engineer or other qualified expert), to establish or restore positive drainage of surface water away from a building wall, no contractor or any Lot Owner or any other person shall place mulch, soil, or other gardening materials, including vegetation, adjacent to buildings in such a manner as to actually or potentially cause surface water to drain toward a building or which decreases the minimum distance separation of the wood framing of buildings to the outside grade established by the original builder

Section 21. This is an age restricted subdivision. The ownership of all Lots is limited to persons who are defined as older persons by 42 U.S.C. 3607(b)(2), as amended from time to time, and regulations promulgated thereunder, and as further defined by Section 20 of Article 49B of the Annotated Code of Maryland, (1998 Replacement Volume), and regulations promulgated thereunder, (collectively called the "Fair Housing Acts"). No Lot may be owned or transferred in violation of these provisions.

(a.) For purposes of this Section 2.4., the following terms shall have the following meanings:

(i.) "Age Qualified Resident" shall mean an owner or occupant of a Lot who is fifty-five (55) years of age or older (or such other age as may be required by the Fair Housing Acts, as defined below);

(ii.) "Qualifying Resident" shall mean an owner or occupant of a Lot who meets one of the following requirements:

(A.) was residing with the Age Qualified Resident or Special Resident (as defined below) in the Lot prior to the death or departure, by reason of divorce or incapacity, of the Age Qualified Resident or Special Resident;

(B.) was residing with the Age Qualified Resident or Special Resident in the Lot prior to the placement of the Age Qualified Resident or Special Resident in a facility for the care of the elderly or the disabled; or

(C.) was the spouse of the Age Qualified Resident or Special

Resident and was residing with the Age Qualified Resident or Special Resident in the Lot prior to the dissolution of the marriage with the Age Qualified Resident or Special Resident.

(b.) The Subdivision is housing intended and operated as "Housing for Older Persons" as defined by 42 U.S.C. 3607 (b) (2), as amended and regulations promulgated thereunder, and by Section 20 of Article 49B, Annotated Code of Maryland (1998 Repl. Vol.) and regulations promulgated thereunder (collectively, the "Fair Housing Acts"), and shall be continued to be titled and occupied as such.

(c.) Subject to the Fair Housing Acts, a Qualifying Resident who is nineteen (19) years of age or older may continue to occupy a Lot, without Board of Directors approval, following the death or departure, by reason of divorce or incapacity, of the Age Qualified Resident or Special Resident. Persons nineteen (19) years of age or older (a "Permitted Resident") may occupy a Lot with an Age Qualified Resident or Special Resident, without the approval of the Board of Directors, so long as the Age Qualified Resident or Special Resident at all times resides in the Lot with such Permitted Resident.

(d.) Subject to the Fair Housing Acts, the Board of Directors may, but shall not be obligated to, permit a Lot to be occupied by persons none of whom are an Age Qualified Resident or a Qualifying Resident if at least one of the persons intended to occupy the Lot is forty-eight (48) years of age or older and the Board of Directors determines, in its sole and absolute discretion, that permitting such occupancy is necessary in order to avoid hardship to existing owners or occupants (any such person shall be referred to herein as a "Special Resident"). Any person requesting permission to occupy a Lot pursuant to this subsection shall submit a written request to the Board of Directors, and the Board of Directors may grant such permission unless the granting of the permission will jeopardize (whether at the time of the request or in the future) the Condominium's status as "housing for older persons" under the Fair Housing Acts. In deciding whether to grant a request submitted pursuant to this subsection, the Board of Directors shall exercise its sole and absolute discretion based upon criteria that the Board of Directors determines to be appropriate, including, without limitation, information then known to the Board of Directors concerning potential or pending changes in the occupancy of other Lots in the Condominium, the ages of the persons requesting such permission, and any other information deemed relevant by the Board of Directors. Any request submitted to the Board of Directors pursuant to this subsection shall set forth the names and ages of all proposed owners or occupants of the Lot, the reason for the request and such other information as the Board of Directors may reasonably require.

(e.) Notwithstanding anything to the contrary contained herein, no Lot may be occupied by an person under the age of nineteen (19) years unless such person is (i) necessary to provide a reasonable accommodation to a handicapped Age Qualified Resident, Qualifying Resident or Special Resident, or (ii) is a handicapped dependent of an Age Qualified Resident, Qualifying Resident or Special Resident, to the extent required by the provisions of the Fair Housing Acts.

(f.) Nothing contained in this Section 21 shall be deemed to prohibit the visitation by persons not otherwise permitted to occupy a Lot (including persons under the age of nineteen (19) years who are the family members or guests of the owner or occupant of a Lot, provided that such visitation shall not be for more than thirty (30) days in any six (6) month period.

(g.) Once the Board of Directors has granted a request pursuant to this Section 21, the Board of Directors' permission with respect to the person who was the subject of the request may not be rescinded for so long as such person continually occupies the Lot he/she began occupying upon the granting of the Board of Directors' approval.

(h.) Each owner or occupant of a Lot, if requested to do so by the Board of Directors, shall furnish the Board of Directors with the names and ages of all occupants of the Lot and such affidavits and other documents as the Board of Directors may request to verify the age of such occupants.

(i.) The Board of Directors may adopt, publish and enforce such policies and procedures and rules and regulations as are deemed necessary by the Board of Directors in order to demonstrate an intent to maintain the status of the Association as housing for older persons under the Fair Housing Acts. Such policies and procedures may provide for verification of the age of the occupants by reliable surveys and affidavits.

(j.) The requirements contained in this Section 21 are intended to comply with the exemption requirements under the Fair Housing Acts and any regulations issued thereunder. Notwithstanding anything contained herein to the contrary, all Lot Owners acknowledge and agree that although it is the intent of the Declarant that the Association is to be operated in compliance with the Fair Housing Acts, which exempt "housing for older persons" from the prohibitions against discrimination because of familial status, no representation or warranty is made that the Association complies or will comply with the Fair Housing Acts, and if for any reason the Association is deemed not in compliance with the Fair Housing Acts and, therefore, not exempt from the prohibitions against discrimination because of familial status, neither the Declarant nor the Association nor their respective directors, officers, agents or employees shall have any liability in connection therewith. Notwithstanding any other provision of this Declaration to the contrary, the Declarant, so long as the Declarant owns any Lot, and thereafter the Board of Directors, may amend the provisions of this Section 21 and/or promulgate rules and regulations to the extent that it deems it necessary or appropriate, without the approval of the Lot Owners, in order to comply with the exemption requirements under the Fair Housing Acts and any regulations promulgated thereunder. Such amendments, rules or regulations by the Declarant or Board of Directors may include, without limitation, permitting additional exceptions to the age restrictions hereunder which are consistent with the Fair Housing Acts and any regulations promulgated thereunder.

ARTICLE X
Duties and Powers of the Association

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

(a) contract for and pay fidelity and other insurance insuring the Association, Board of Directors and Owners with respect to their duties for the Association.

(b) employ personnel necessary for the operation of the project, including legal, accounting and management services, and including, without limitation, trash collection and snow removal.

(c) delegate its powers to its committees, officers and employees.

(d) collect assessments and other charges from Lot Owners for payment to Crawford's Ridge Homeowners Association, Inc.

Section 2. The Association may, but is not obligated to, employ a professional manager or other persons to manage the Association, the Lots, 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 as a manager or managing agent shall provide for the right of the Association to terminate the same at the first annual meeting of the members of the Association, but the Board shall then hire or re-hire a professional manager as set forth herein. In the event that the Association elects self-management, the Board of Directors shall assume responsibility for the enforcement of this Declaration, Bylaws, duly adopted rules, including, but not limited to, inspections of Lots and improvements thereon, the collection of assessments and enforcement of liens and the maintenance, repair and replacement of the Common Area.

ARTICLE XI
Exterior Maintenance

Each Owner shall keep all Lots 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, 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 Property shall fail to maintain the premises and the improvements situated thereon, as provided herein, the Association, after notice to the Owner and 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 and the exterior of the buildings and any other improvements erected thereon. All costs related to such correction, repair or restoration shall become a lien upon such Lot, and such lien may be enforced in the same manner as a Maintenance Assessment levied in accordance with Article VI

hereof. In addition to the above remedy, the Association may retain the services of an attorney to seek compliance with the terms of this Declaration in which case the Lot Owner shall pay such attorney's fees incurred. If a legal action is commenced to compel compliance by the Lot Owner with the provisions of this Declaration in which case the Lot Owner shall be responsible for all costs of such legal action including, but not limited to all attorney's fees incurred.

ARTICLE XII Additional Reserved Easements

Section 1. Additional Reserved Easements. The following reserved easements are in addition to such others reserved elsewhere in this Declaration and as shown on the Plats, and amendments to them, and individual recorded subdivision plats, and amendments thereto:

(a). Easements for the installation and maintenance of utilities and drainage facilities are hereby reserved by the Declarant over (i) the front, and rear ten feet of each Lot and (ii) the ten (10) foot area on each side of each Lot for the purposes of grading the surface and for the installation and maintenance of utilities, storm water sewers and surface drains and all other services deemed necessary or advisable by Declarant. No structure, planting or other material shall be placed or permitted to remain within these easements or within any utility or similar easements shown on any Plats of Crawford's Ridge, which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. Architectural Control Committee approved fences may be allowed provided Owner shall be responsible for costs of temporary removal and re-installation during work within Easement Area. The surface of an easement area of such Lot, to the extent of any actual surface structures (not underground) made thereon, shall be maintained continuously by the Owner of the Lot, except for those improvements whose maintenance is the responsibility of a governmental body or agency or a public authority or utility company. Underground utilities may be constructed therein. The Association, utility company or government body which makes the installations shall return the surface to its prior condition as reasonably practical should it be necessary for such body to dig in or disturb the surface. Any fence re-installation shall be at the expense of Owner as aforesaid. No conveyance by the Declarant of any Lot, or of any interest therein, shall be deemed to be, or construed as, a conveyance or release of these easements, or any of them, even through the conveyance purports to convey the Lot in fee simple, or by other language purports to convey the Declarant's entire interest therein, but such effect shall only arise if the conveyance specifically recites it to be the intention of the Declarant to thereby convey or release the easements.

(b) The Declarant further reserves to itself, its successors and assigns, the right to grant easements, rights-of-way and licenses to any person, individual, corporate body or municipalities to install and maintain pipeline, underground or temporary above ground lines for a builder, with the appurtenances necessary thereto for public utilities, or quasi-public utilities or to grant such other licenses or permits as the Declarant may deem necessary for the improvement of the Property or other nearby real property in, over, through, upon or across any and all of the streets, avenues, roads,

courts and open spaces, and in, over, through, upon and across each and every Lot in the easement area reserved in this Article or as shown on the Plats. The Declarant further reserves to itself, its successors and assigns, the right to dedicate some or all of the streets, avenues, roads, courts, open spaces and easements to public use. No street, avenue, road, court, open space or easement shall be laid out or constructed through or across any Lot, except as set forth in this Declaration or as shown on the Plats of Crawford's Ridge without the prior written approval of the Declarant.

(c) Each Lot shall be subject to easements to the benefit of the Owners of the adjoining and abutting Lots and dwellings for the unobstructed and uninterrupted use of any and all pipes, ducts, flues, chutes, conduits, cables, wire outlets and utilities lines of any kind, nature and description; to easements for lateral support of adjoining and abutting dwellings; and to easements for the streets and walkways serving adjoining and abutting dwellings. The Declarant specifically reserves unto itself and the Association, their agents and employees, the right at any time to enter upon any Lot for the purpose of regrading the Lot and for the installation of drainage pipes, swales or other means of control for surface water control, or for the purposes of complying with any requirements imposed by Anne Arundel County, Maryland and any other governmental authority, or for the purposes of performing any act of maintenance, painting, replacement and/or repair for which the Association is responsible pursuant to this Declaration. The rights of the Declarant and the Association to degrade shall include the right to degrade for any purposes, including aesthetic value of any Lot or Lots.

(d) Perpetual easements, rights-of-way and conveyances, for the benefit of Anne Arundel County, Maryland, and its agencies, for grading, and for the installation, use and maintenance of storm drainage facilities, water and sewer systems, sewerage pump station and ingress and egress to it, and water meters, storm water management ponds and facilities, which may be located on the Lots, which may service the Lots and property owned by the Association.

(e) Entrance Signs on Lots 1 and 27. The Declarant reserves for itself, its successors and assigns, including the Association, a perpetual easement over those portions of Lots 1 and 27 shown on the Plats, for the purpose of access to and constructing on, and installing, maintaining, repairing and replacing a monumental entrance sign ("Entrance Sign") for the Property. Neither the Declarant, its successors or assigns, nor the Association shall be obligated to construct an Entrance Sign within the easement area, but if they do so, then unless and until the Association elects to remove such Entrance Sign, the Association shall thereafter maintain the Entrance Sign in good condition and repair, including the replacement of the Entrance Sign as determined by the Association, from time to time. Unless undertaken by the Declarant, the Association shall bear as a common expense the cost of constructing, installing, maintaining, repairing, replacing and removing any Entrance Sign.

ARTICLE XIII General Provisions

Section 1. Enforcement. The Declarant, 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 Declarant, 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. All costs, including but not limited to attorney's fees, associated with or arising out of any enforcement action of this Declaration, the Bylaws, the Articles or Incorporation or any duly adopted rules, shall be payable by the Lot Owner or other person against whom such enforcement action is commenced and any order of court shall include an award of such costs and attorney's fees.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provisions, which shall remain in full force and effect.

Section 3. Duration and 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 the Owners of not less than seventy-five percent (75%) of the Lots. Any amendment must be recorded. In addition, the Class B members shall have the right, without the necessity of obtaining the consent of the Class A members, to modify or amend the Declaration only if necessary to meet the requirements of any Federal, State or local governmental agency relating to the development or financing of the Property.

Section 4. Scrivener's Error. Declarant may, without obtaining the consent thereto of any Owner, Mortgagee or other person, amend this Declaration or the Plat if such amendment is (in the Declarant's reasonable opinion) necessary to correct obvious typographical, mathematical, minor or similar errors therein. Any amendment which affects any law, regulation or policy of the Anne Arundel County shall be subject to the approval of the County.

Section 5. Annexation. The procedures for annexation are set forth in Article II, Section 2 of this Declaration.

Section 6. FHA/VA Approval. As long as there is a Class B membership, and if there are any loans on Lots guaranteed by the Veterans Administration or Federal Housing Administration, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties as set forth in Article II, Section 2(b) hereinabove, dedication of Common Area, amendment of this Declaration of Covenants, Conditions, Restrictions and Easements which will materially, adversely affect any such guaranteed loans.

Section 7. Encroachment Easement. 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 encroachment 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.

Section 8. Non-Waiver The Declarant shall not be deemed to have waived the exercise of any right which it holds hereunder unless such waiver is made expressly and in writing (and, without limiting the generality of the foregoing, no delay or omission by the Declarant in exercising any such right shall be deemed a waiver of its future exercise). No such waiver made as to any instance involving the exercise of any such right shall be deemed a waiver as to any other instance or any other right.

Section 9. Interpretation. The Declarant reserves to itself the right and power to construe and interpret the provisions of this Declaration, and in the absence of an adjudication by a court of competent jurisdiction to the contrary, its construction or interpretation shall be final and binding as to all Owners or other persons or property benefitted or bound by the provisions hereof. Any conflict between any construction or interpretation herein provided for and that of any other Owner or other person or entity entitled to enforce the provisions hereof shall be resolved in favor of the construction or interpretation of Declarant.

Section 10. Variances. The Declarant hereby reserves the authority and power to grant reasonable variances from the provisions of this Declaration, or any portion thereof, in order to overcome practical difficulties and to prevent unnecessary hardship in the application of the provisions contained herein; provided, however, that such variances shall not materially injure any of the Property or improvements thereto, or the rights of Owners of Lots therein. No variance granted pursuant to the authority contained herein shall constitute a waiver of any provision of this Declaration as applied to any other Owner or the Property. Notwithstanding general principles of law creating presumptions in favor of the uniform applicability of land use covenants containing restrictions and reciprocal negative easements and equitable servitudes, the Declarant expressly declares its intention that any such variances may be, but need not be granted by the Declarant uniformly, with respect to all Lots. Rather, such variances may be granted as to one Lot only, or as to more than one but less than all Lots, as the Declarant shall deem reasonable and practicable, to overcome practical difficulties and to prevent unnecessary hardship in the application of the provisions contained herein; provided that the Declarant shall find and determine, in the exercise of its Judgment and discretion, that such waiver or variance shall not materially injure any of the Property or improvements thereto, or the rights of Owners of Lots therein; and the decision of the Declarant in such matters shall be final.

Section 11. Notices. Any notice, consent request or other communication or document authorized or required to be provided hereunder to any person (collectively, a "Notice") shall be in writing, and

shall be deemed duly given the business day following the day such Notice shall be deposited into the United States mail if delivery is by first-class postage prepaid, registered or certified mail, addressed (i) if to Declarant, to 1802 Brightseat Road, Landover, Maryland 20785 or as shall appear in the records of the State Department of Assessments and Taxation of Maryland as the address of the resident agent of the Declarant in Maryland; (ii) if to the Association to the address of the Association's resident agent as set forth in the Association's Articles of Incorporation or otherwise as shall appear in the records of the State Department of Assessments and Taxation of Maryland as the address of the resident agent of the Association in Maryland; (iii) if to an Owner, to the address of such Owner's Lot address as it appears on the tax records of Anne Arundel County, Maryland unless such Owner has furnished the Association with a written Notice seating a different address; (iv) if to a Mortgagee, such Mortgagee's address in the United States of America as is used by the United States Postal Service for the delivery of mail to such Mortgagee, provided that such Mortgagee shall furnish the Association with Notice of such address and, in the absence of such Notice, then to such address, if any, as may appear on the face of the Mortgage as recorded among the Land Records; and (v) if to any other person, to such address in the United States of America as is used by the United States Postal Service for the delivery of mail to such person, provided that such Person shall furnish the Association with Notice of such address. Notice in any other manner shall be deemed given when actually received. Nothing herein contained shall be construed to preclude personal service of any Notice in the manner prescribed for personal service of a summons or other legal process.

(a) Anything contained in the provisions of this Declaration to the contrary notwithstanding, unless an Owner, Mortgagee or other person has furnished the Association with Notice of its address, or unless, in the case of an Owner or Mortgagee, such address is determinable from review of the tax records of the County or an examination of the Mortgage, such Owner, Mortgagee or other person, as the case may be, shall have no right under the provisions of this Declaration (i) to be given any Notice by the Association or the Declarant, or (ii) to participate in the consideration of or cast any vote on any question voted upon by the Members of the Association, or (iii) otherwise to be recognized as such by the Declarant, the Association or any Owner.

Section 12. Perpetuities. If the rule against perpetuities or any other rule of law would invalidate the Declaration or any portion hereof or would limit the time during which this entire Declaration or any portion hereof shall be effective due to the potential failure of any interest in property created herein to vest within a particular time then each such interest in property shall be effective only from the date hereof until the passing of twenty-one (21) years after the death of the last survivor of the members of the Senate of the United States of America representing the State of Maryland who are serving on the date hereof, but each such interest in property shall be extinguished after such time, and all other interest in property created herein and all other provisions hereof shall remain valid and effective without modification.

Section 13. Maryland Law. In the event of a dispute over the provisions of this Declaration or any portion thereof, Maryland law shall apply.

Section 14. Venue. Any litigation involving this Declaration or any provision thereof shall take place in the appropriate courts of Maryland.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has executed this Declaration this 24 day of November, 2004.

Severn Associates, Inc.

By: Steven W. Washington, President (SEAL)
Steven W. Washington, President

STATE OF Florida COUNTY OF Monroe, to wit:

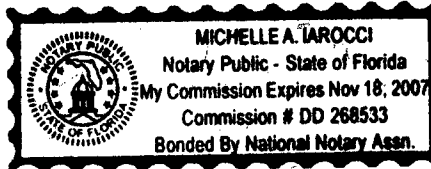
I HEREBY CERTIFY, that on this 24 day of November 2004, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Steven W. Washington, who made oath in due form of law that he is the President of Severn Associates, Inc. a Maryland corporation, Declarant, and that he is duly authorized to execute and to attest to this document on behalf of said corporation, and who acknowledged the execution of the foregoing document to be the free act and deed of said corporation.

AS WITNESS my hand and Notarial Seal.

Michelle A. Tarocci
NOTARY PUBLIC

My Commission Expires:

NOV 18 2007



The above instrument was prepared by an attorney licensed in the practice of law in the State of Maryland.

Earl G. Schaffer
Earl G. Schaffer, Esq