

DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF

COLUMBIA COMMONS ASSOCIATION, INC.

THIS DECLARATION, made and entered into this 20th
day of October, 1989, by LIBERTY LAND DEVELOPMENT CORP, a
Maryland Corporation, hereinafter referred to as "Declaration"; 3:35 PM 10/25/89 HWMASC \$50.00

WITNESSETH:

WHEREAS, LIBERTY LAND DEVELOPMENT CORP. is the owner of certain property in the County of St. Mary's, State of Maryland, which is more particularly described as Columbia Commons, Section One and is shown on a Plat by Lorenzi, Dodds and Cunnill, entitled Columbia Commons, Section One, said plat being recorded in Plat Liber MRB No. 30, Folio 114, among the Plat Records of St. Mary's County, Maryland, and more particularly described as follows:

Beginning for the same at the southern end of the South 06 degrees 19 minutes 40 seconds East 169.55 feet line of Parcel B as shown on a plat entitled "Patuxent Park West, Phase II (Villas)" as recorded among the Land Records of St. Mary's County, Maryland in Plat Book 023 at Plat 10, thence running to describe this piece or parcel of land as now surveyed, 10:26 AM 10/27/89B C. & R. \$44.00

1. North 06 degrees 27 minutes 05 seconds West 156.62 feet to a point,
2. North 64 degrees 04 minutes 20 seconds West 230.00 feet to a point on the eastern right-of-way line of Pacific Drive (70 feet wide), thence with said right-of-way line.
3. 37.72 feet along an arc to the right having a radius of 620.00 feet and a chord bearing and distance of North 27 degrees 40 minutes 15 seconds East 37.71 feet to a point, thence crossing Pacific Drive,
4. North 60 degrees 35 minutes 11 seconds West 70.00 feet to a point on the western right-of-way line of Pacific Drive, thence with said right-of-way line the following two courses.
5. 171.68 feet along an arc to the right having a radius of 690.00 feet and a chord bearing and distance of North 36 degrees 32 minutes 30 seconds East 171.24 feet to a point,
6. 141.08 feet along an arc to the left having a radius of 565.00 feet and a chord bearing and distance of North 36 degrees 30 minutes 37

- seconds East 140.72 feet to a point, thence crossing Pacific Drive,
7. South 60 degrees 38 minutes 15 seconds East 70.00 feet to a point,
thence running with the northern right-of-way line of Columbia
Drive (50.00 feet wide), the following four courses,
8. 37.37 feet along an arc to the left having a radius of 25.00 feet
and a cord bearing and distance of South 13 degrees 27 minutes 55
seconds East 33.99 feet to a point,
9. South 56 degrees 17 minutes 34 seconds East 119.90 feet to a point,
10. 189.47 feet along an arc to the left having a radius of 350.00 feet
and a chord bearing and distance of South 71 degrees 48 minutes 04
seconds East 187.17 feet to a point,
11. South 87 degrees 18 minutes 34 seconds East 88.00 feet to a point,
thence crossing Columbia Drive and running,
12. South 02 degrees 41 minutes 26 seconds West 110.00 feet to a
point, thence
13. South 24 degrees 00 minutes 00 seconds West 338.37 feet to a point,
14. South 83 degrees 32 minutes 55 seconds West 280.18 feet to the
point of beginning.

Containing 255,822 square feet or 5.8729 acres of land more
or less.

WHEREAS, Declarant desires to provide for the preservation
and enhancement of the property values, amenities and opportunities in
said community and for the maintenance of the properties and improve-
ments thereon, and to this end desires to subject the real property des-
cribed to easements, restrictions, covenants and consitions.

NOW, THEREFORE, Declarant hereby declares that all of the lots
in the subdivision described above shall be held, sold and conveyed
subject to the aforesaid "Covenants, Conditions and Restrictions" and
to the following assitional easements, restrictions, covenants, and con-
ditions, which are for the purpose of protecting the value and des-
irability 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 the Columbia
Commons Association, Inc., its successors and assigns.

SECTION 2. "Owner" shall mean and refer to the record owner,

whether one or more persons or entities of a single 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 hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

The metes and bounds description of the property initially subject to these Covenants, Conditions and Restrictions is set forth above.

SECTION 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners.

SECTION 5. "Architectural Control Committee" shall mean a Committee of the Association set up in accordance with Article V herein to ensure that buildings and structures built on the property and the maintenance thereof, shall meet adequate standards of design and appearance.

SECTION 6. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties with the exception of the Common Area.

SECTION 7. "Declarant shall mean and refer to LIBERTY LAND DEVELOPMENT CORP., a Maryland Corp., their successors and assigns if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

ARTICLE II

LIBERTY LAND DEVELOPMENT CORP.

SECTION 1. ESTABLISHMENT OF THE ASSOCIATION. After the recording of this document, the Columbia Commons Assoc. Inc., hereinafter the Association shall be established. Except as specified herein, the form, members, duties and responsibilities of the Association and certain other matters relating to it shall be as set forth in the Articles of Incorporation of this 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. VOTING RIGHTS. The Association shall have two (2)

Architectural Control Committee.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS BY THE ASSOCIATION

SECTION 1. CREATION OF THE LIEN AND PERSONAL

OBLIGATION OF ASSESSMENTS. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest and late charges as determined by Association, costs and reasonable attorney's fees, shall be a continuing lien upon the property against which each such assessments is made upon compliance with applicable law related to the establishment and enforcement of such liens. Each such assessments, 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. Notwithstanding any language herein to the contrary, prior to December 31, 1997, the Declarant shall be obligated to pay only on improved units for which a certificate of occupancy has been issued.

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 of the properties and of the homes situated upon the properties, including but not limited to, costs involved in the enforcements of the Covenant's, Conditions and Restrictions, and for the improvement and maintenance of the Common Area.

SECTION 3. MAXIMUM ANNUAL ASSESSMENT. Until January 1, of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment per lot shall be Six Hundred Dollars (\$600.00).

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

(B) From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment may be increased by more than five (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.

(C) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum provided for herein.

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 by 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 and 4 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 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 sixty (60) days following the preceding meeting.

SECTION 6. UNIFORM RATE OF ASSESSMENT. Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a monthly basis.

SECTION 7. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS; DUE DATES. The annual assessments provided for herein shall commence to all lots on the first day of the month following the conveyance of the lot to the first purchaser. 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 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 determined by the Board of Directors but not less than ten percent (10%) per annum. The Association may bring an action at law against the owner personally obligated to pay the same. No owner may waive or otherwise escape liability for the same. 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 AND DEEDS OF TRUST. 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 foreclosure of a mortgage or deed of trust or any proceeding or transfer in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

ARCHITECTURAL CONTROL

SECTION 1. Except by the Declarant, (and specifically including LIBERTY LAND DEVELOPMENT CORP.) no building, fence, wall or other structure (including, but not limited to, antennas) shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made 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 by an Architectural Control Committee composed of three (3) or more representatives appointed by the Class B membership. At such time as the Class B mem-

bership expires, the Committee shall be appointed by the Board of Directors. 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 shall regulate the external design, appearance, and location of the Properties and of improvements thereon in such a manner so as to preserve and enhance values and to maintain a harmonious relationship among structures and the natural vegetation and topography.

SECTION 2. No improvements, alterations, repairs, change of paint colors, excavation, changes in grade or other work which in any way alters the exterior of any Lot or the improvements located thereon from its natural or improved state existing on the date such Lot was first conveyed in fee by the Declarant to an Owner shall be made or done without the prior approval of the Architectural Control Committee.

ARTICLE VI
USE OF PROPERTY

SECTION 1. PROTECTIVE COVENANTS.

(A) Residential use. All property designated for residential use shall be used, improved and devoted exclusively to residential use. Nothing herein shall be deemed to prevent the Owner from leasing a Living Unit, subject to all of the provisions of the Declaration, or preclude the Declarant from completing the development of the property including, but not limited to maintaining a construction, sales, and business office.

(B) Nuisances. No nuisance shall be permitted to exist or operate upon any property so as to be detrimental to any other property in the vicinity thereof or to its occupants.

(C) Restrictions on Further Subdivisions. No Lot upon which a Living Unit has been constructed shall be further subdivided or separated into smaller Lots by any Owner, and no portions less than all of any such Lot, nor any easement or other interest herein, shall be conveyed or transferred by an Owner, provided that this shall not prohibit disputes, and similar corrective instruments.

(D) Other Restrictions. Upon conveyance of the first Lot to an Owner, the Architectural Control Committee shall adopt

general rules to implement the purposes set forth in Article V, and interpret the covenants in this Section, including but not limited to rules to regulate animals, antennas, signs, parking and storage of automobiles and other vehicles, storage and use of boats and recreational vehicles, storage and use of machinery, use of outdoor drying lines, trash containers, planting, maintenance and removal of vegetation on the properties.

(E) Other portions of this article notwithstanding the Declarant may operate one or more model homes and may use other temporary structures for office or storage.

(F) Exceptions. The Architectural Control Committee may issue temporary permits to except any prohibitions expressed or implied by this Section, provided the Committee can show good cause and acts in accordance with adopted guidelines and procedures.

(G) "No activity shall be permitted, (including but not limited to in-home day care) which shall have the effect of increasing the liability risk of the Association."

SECTION 2. MAINTENANCE OF PROPERTY. To the extent that exterior maintenance is not provided for in a Supplementary Declaration, 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, 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 on the properties shall fail to maintain the premises and the improvements situated thereon, as provided herein, the Association, after notice to the Owner as provided in the By-Laws and approval by two-thirds (2/3) 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 building, and any other improvements erected thereon. All cost related to such correction, repair or restoration shall become a Special Assessment upon such lot.

SECTION 3. UTILITY EASEMENTS. There is hereby created a blanket easement upon, across, over, through, and under the above described property for ingress, egress, construction, installation, replacement, repair, and maintenance of all streets and parking lots, utility and service lines and systems including, but not limited to streets, parking, pedestrian walkways, water, sewers, gas, telephone, electricity, television, cable or communication lines and systems. By

virtue of this easement it shall be expressly permissible for the Declarant or the providing utility or service company, with the approval of the Declarant, to complete construction of all contemplated improvements to the subject Lots and on adjacent LIBERTY LAND DEVELOPMENT CORP. properties, install and maintain facilities and equipment on said property, to excavate for such purposes and to affix and maintain wires, circuits and conduits on, in and under the roofs and exterior walls of improvements thereon, providing such disturbed areas are restored to the condition in which they were found.

SECTION 4. EASEMENT TO CORRECT DRAINAGE. 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 ground within any Lot within the subdivision and the Common Area 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 conditions as near as practicable. The Declarant shall give reasonable notice of the intent to take such action to all affected Owners, unless in the opinion of the Declarant an emergency exists which precludes such notice.

ARTICLE VII

GENERAL PROVISIONS

SECTION 1. ENFORCEMENT. The Association, or any Owner shall have the right to enforce, by any proceeding at Law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Association shall be entitled to recover all costs including a reasonable attorney's fee in the successful enforcement of these Covenants, Conditions, and Restrictions.

SECTION 2. SEVERABILITY. Invalidation of any one of these covenants, conditions and restrictions, or the conditions and restrictions by judgment or Court Order shall in no way affect any other

LIBER 501 PAGE 335

LIBER 001 PAGE 348

provisions, each of which shall remain in full force and effect.

SECTION 3. AMENDMENT. The Covenants, Conditions 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 shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) years period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five (75%) of the Lot Owners. Any amendment shall be recorded.

SECTION 4. ANNEXATION. So long as there are Class B members of the Association, additional property may be annexed to the association without the assent of Class A members of the Association, if any. The scheme of the within covenants and restrictions shall not, however, be extended to include any such additional property unless and until the same is annexed to the real property described herein.

SECTION 5. FHA/VA APPROVAL. As long as there is a Class B membership, the following action will require the prior approval of the Federal Housing Administration and/or the Veterans Administration: annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

ATTEST

Stephanie C. Potts

SEC.

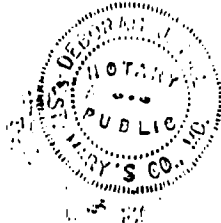
LIBERTY LAND DEVELOPMENT CORPORATION

Edward R. Curley Jr.
EDWARD R. CURLEY JR.

STATE OF MARYLAND

COUNTY OF ST. MARY'S TO WIT:

I HEREBY CERTIFY that on this 20th day of October 1989, before me a Notary Public of the state and County aforesaid, personally appeared Edward R. Curley Jr., President and he acknowledged the foregoing Declaration of Covenants, Conditions and Restrictions of LIBERTY LAND DEVELOPMENT CORP. to be his act as president and the act of the said corporation.



Deborah J. Hill
Notary Public
Mr Commission Expires: 7/1/90

Pot. Liberty Land. Decl. and Pot. L.A. Drushits