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PATUXENT BUSINESS PARK

RETURN TO: 1/2
HOME TITLE COMPANY, INC.
2 Hopkins Plaza - Suite 1110
Baltimore, Maryland 21201
(410) 727-2878

06-7284-A4

DECLARATION OF COVENANTS, EASEMENTS, CHARGES AND LIENS

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Exhibits

- A Description of Initial Parcel
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PATUXENT BUSINESS PARK

DECLARATION OF COVENANTS, EASEMENTS, CHARGES AND LIENS

THIS DECLARATION OF COVENANTS, EASEMENTS, CHARGES AND LIENS (this "Declaration"), made this 21st day of September, 2006, by MARYLAND ECONOMIC DEVELOPMENT CORPORATION, a body politic and corporate and an instrumentality of the State of Maryland, having an address at 100 North Charles Street, Suite 630 Baltimore, Maryland 21201 (hereinafter referred to as "the Developer"),

WITNESSETH, THAT WHEREAS the Developer is the owner of all of that land in Calvert County, Maryland, which is hereinafter described, together with the improvements thereon and the appurtenances thereto; and

WHEREAS the Developer intends to create upon such land an office, research and commercial park having certain other uses, and consisting of certain improved lots, roadways and other facilities; and

WHEREAS the Developer intends by this Declaration to provide for the preservation of the values and amenities in such park and for the maintenance of such lots, roadways and other facilities, by (a) providing for their proper development, improvement and use; (b) protecting the environmental quality of such park; (c) prohibiting the construction on any such lot of any building or other improvement containing improper or unsuitable materials; (d) securing and maintaining proper setbacks of such buildings or other improvements from the roadways and sidewalks within such park; (e) enforcing high standards of maintenance and operation of such lots; and (f) granting and reserving rights, easements and other privileges to further the foregoing purposes, all in order to provide adequately for an office, research and commercial retail park having the highest quality and character; and

WHEREAS, to further such purposes, the Developer intends by this Declaration (a) to subject such lots, roadways and other facilities, together with the improvements thereon and the appurtenances thereto, to certain covenants, easements, charges and liens, all as are hereinafter set forth, and (b) to provide for the exercise of the powers and the performance of the duties of administering and enforcing such covenants, easements, charges and liens on the Developer's behalf; and

WHEREAS the Developer has caused The Patuxent Business Park Association, Incorporated to be formed as a non-profit organization to administer for the Owners the assessment, collection and application of all Assessments imposed hereunder, and the enforcement of the covenants contained herein and liens created hereby,

NOW, THEREFORE, THE DEVELOPER HEREBY SUBJECTS to the operation and effect of this Declaration all of those parcels of land in the said County which are described in Exhibit A, (all of which parcels are hereinafter referred to collectively as the "Initial Parcel"),

TOGETHER WITH all of the improvements thereon and all of the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging or in any way appertaining,

SUBJECT TO THE OPERATION AND EFFECT of any and all instruments and matters of record or in fact on the date hereof,

UPON THE TERMS AND SUBJECT TO THE CONDITIONS which are hereinafter set forth:

Section 1. Definitions.

1.1. As used in the provisions of this Declaration, the following terms have the following meanings:

1.1.1. "Affiliate" means, for any person, any other person who controls, is controlled by, or is under common control with, the first such person.

1.1.2. "Architectural Committee" means the entity referred to as such in the provisions of Section 6.

1.1.3. "Articles of Incorporation" means the articles of incorporation of the Association, as filed at the time in question with the State Department of Assessments and Taxation of Maryland or any successor filing office from time to time designated by applicable law, and as from time to time amended.

1.1.4. "Association" means (a) The Patuxent Business Park Association, Incorporated, a corporation organized and existing under the law of Maryland, and (b) any Successor Corporation thereto existing while this Declaration is in effect.

1.1.5. "Association Property" means all, if any, portions of the Park of which, at the time in question, the Association is the Owner and any improvements owned by the Association and located in any Easement Area.

1.1.6. "Assessment" has the meaning given it by the provisions of Section 5.

1.1.7. "Assessment Lien" has the meaning given it by the provisions of Section 5.4.3.

1.1.8. "Board" means the Association's Board of Directors.

1.1.9. "Building" means a covered Structure affixed to the Land and built for the enclosure of persons, animals, chattels, vehicles, movable property or operations of any kind.

1.1.10. "By-Laws" means the by-laws of the Association, as from time to time amended.

1.1.11. "Class A Membership" has the meaning given it by the provisions of Section 4.3.1.

1.1.12. "Class B Membership" has the meaning given it by the provisions of Section 4.3.1.

1.1.13. "Contract Lien Act" means the statute codified as Title 14, Sections 14-201 *et seq.*, of the Real Property Article of the Annotated Code of Maryland (1988 Replacement Volume, as amended), as hereafter amended from time to time, and any successor statute.

1.1.14. "Contract Purchaser" means any person who, at the time in question, (a) has entered into a contract which entitles such person to purchase all or any portion of the Park from the Developer or any other person, but (b) does not hold the legal title to all or such portion of the Park under a Deed or other instrument recorded among the Land Records.

1.1.15. "County" means Calvert County, Maryland, a body corporate and politic of the State of Maryland.

1.1.16. "Declaration" means this instrument, as from time to time amended.

1.1.17. "Dedicated Roadway" means each roadway right-of-way area (as delineated by its lines of conveyance or dedication), the title to which has been subjected to the

operation and effect of this Declaration, and which, by a Subdivision Plat or otherwise, at the time in question has been dedicated or conveyed, or offered for dedication or conveyance, to the County, the State of Maryland or another governmental body for public use as a roadway, regardless of whether any road exists within such roadway right-of-way area at the time in question.

1.1.18. "Deed" means a deed, assignment or other instrument which conveys the title to the fee simple estate in and to all or any portion of the Park, and which at the time in question has been recorded among the Land Records.

1.1.19. "Design Guidelines" has the meaning given it by the provisions of Section 6.3.1.

1.1.20. "Developer" means (a) Maryland Economic Development Corporation, a body politic and corporate and an instrumentality of the State of Maryland, (b) its successors, and (c) each person to whom the Developer expressly assigns its rights as "the Developer" hereunder in the manner set forth in the provisions of Section 10.2.

1.1.21. "Development Period" has the meaning given it by the provisions of Section 4.3.3.

1.1.22. "Development Standards" has the meaning given it by the provisions of Section 7.2.2.

1.1.23. "Entrance Monument Easement Area" has the meaning given it by the provisions of Section 7.4.

1.1.24. "Easement Area" means an Entrance Monument Easement Area, or a Slope and Utility Easement Area.

1.1.25. "Exempt Property" means all land and Improvements which, at the time in question, is Association Property.

1.1.26. "Floor Area" means "gross floor area" as such term is defined by the Zoning Ordinance.

1.1.27. Intentionally Omitted.

1.1.28. "Improvements" means any and all Buildings, other Structures or other improvements which exist at the time in question.

1.1.29. "Land" means the aggregate of (a) the Initial Parcel and (b) any land within a Future Parcel which, at the time in question, has been added to the Park through an expansion thereof pursuant to the provisions of Section 8.

1.1.30. "Land Records" means the Land Records of Calvert County, Maryland.

1.1.31. "Lot" means all or any portion of the Land which, at the time in question, constitutes a separate and entire subdivision lot for purposes of applicable law governing the subdivision of land; provided, that if the land constituting a Lot is, after such Lot is created in accordance with such law, further subdivided, resubdivided or combined with any or all of one or more other Lots in accordance with such law and the provisions of this Declaration, thereafter the said Lot or Lots which had existed prior thereto shall not be deemed to be a "Lot" for purposes of the provisions of this Declaration, but each subdivision lot which, in accordance with such law, is created by such action shall thereby become a "Lot" for purposes of the provisions of this Declaration.

1.1.32. "Lusby Development Agreement" means that agreement entitled "Lusby Development Agreement" dated September 18, 2001 by and between the Developer and the Board of County Commissioners of Calvert County, Maryland, as the same may be amended from time to time.

1.1.33. "Majority" means more than fifty percent (50%).

1.1.34. "Member" has the meaning given it by the provisions of Section 4.2.

1.1.35. "Membership" has the meaning given it by the provisions of Section 4.2.

1.1.36. "Mortgage" means any mortgage or deed of trust encumbering any Lot and any other security interest therein which exists by virtue of any other form of security instrument or arrangement used from time to time in Maryland (including, by way of example rather than of limitation, any such other form of security arrangement which arises under any deed of trust, sale-and-leaseback documents, lease-and-leaseback documents, security deed or conditional deed, or any financing statement, security agreement or other documentation used pursuant to the provisions of the Uniform Commercial Code or any successor or similar statute), provided that such mortgage, deed of trust or other form of security instrument, and an instrument evidencing any such other form of security arrangement, has been recorded among the Land Records.

1.1.37. "Mortgagee" means the person secured by a Mortgage.

1.1.38. "Mortgagee in Possession" means any person who is either (a) a Mortgagee which has possession of a Lot as a result of a default under a Mortgage held by such person, or (b) the Owner of a Lot as the result of the conveyance to such person of the Mortgagor's equity of redemption therein either as the result of a foreclosure proceeding under a Mortgage securing such person and covering such Lot, or in lieu of such foreclosure proceeding.

1.1.39. "Notice Address" has the meaning given it by the provisions of Section 10.11.1.

1.1.40. "Notice of Lien" has the meaning given it by the provisions of Section 5.4.1.

1.1.41. "Owner" means any person or combination of persons (including, by way of example rather than of limitation, the Developer) who holds the legal title in fee simple to a Lot under a Deed or other instrument recorded among the Land Records; provided, that (a) no Tenant or Contract Purchaser shall, merely by virtue of such person's status as such, be deemed to be an Owner; and (b) no Mortgagee shall be deemed to be the Owner of a Lot unless and until it acquires the Mortgagor's equity of redemption therein by a Deed or other instrument recorded among the Land Records.

1.1.42. "Permitted Use" has the meaning given it by the provisions of Section 7.1.1.

1.1.43. "Person" or "person" means any natural person, trustee, corporation, partnership or other legal entity.

1.1.44. "Prohibited Use" has the meaning given it by the provisions of Section 7.1.1.

1.1.45. "Rules and Regulations" means the rules and regulations adopted pursuant to the provisions of Section 10.13, as from time to time amended.

1.1.46. "Slope and Utility Easement Area" has the meaning given it by the provisions of Section 7.4.

1.1.47. "Statement of Lien" has the meaning given it by the provisions of Section 5.4.2.

1.1.48. "Structure" means anything which constitutes a "Structure" for purposes of the provisions of the Zoning Ordinance; provided that, in addition, for purposes of the provisions of this Declaration, any thing or device, the placement of which upon any Lot might affect the physical appearance thereof (including, by way of example rather than of limitation, any Building, shed, sign, fountain, pool, tree, shrubbery, paving, curbing, landscaping, antenna, satellite dish, fence or wall) shall be a "Structure," regardless of whether it constitutes a "Structure" for purposes of the provisions of the Zoning Ordinance.

1.1.49. "Subdivision Plat" means any subdivision plat covering any one or more Lots, which has been both (a) formally approved by all governmental authorities whose approval thereof is required by applicable law governing the subdivision of land in order for such plat to constitute a finally approved subdivision plat for purposes of such law, and (b) recorded among the Land Records pursuant to such law.

1.1.50. "Successor Corporation" means, with respect to any corporation, any other corporation which at the time in question is a direct or indirect successor to the first such corporation under applicable law.

1.1.51. "Tenant" means any tenant of any or all of a Lot or of space within any Improvement thereon, under a lease or sublease from the Developer, another Owner or another Tenant.

1.1.52. "Use" means any thing which constitutes a "Use" for purposes of the provisions of the Zoning Ordinance; provided that, in addition, each of the following shall be deemed to be a "Use" for purposes of the provisions of this Declaration:

- (a) any purpose for which any Structure or Lot is used or occupied;
- and
- (b) any activity, occupation, business or operation carried on in a Structure or on a Lot.

1.1.53. "Zoning Ordinance" means the Zoning Ordinance of Calvert County, Maryland, together with the Zoning Maps adopted pursuant thereto, all as amended from time to time.

1.2. Any other term to which meaning is specifically given by the provisions of this Declaration shall for purposes of this Declaration be deemed to have such meaning.

Section 2. Name. The development shall be known as Patuxent Business Park (the "Park").

Section 3. Composition of the Park.

3.1. Lots and Dedicated Roadways. The Park shall be comprised of Lots, Dedicated Roadways and Association Property.

3.2. Resubdivision or Combination of Lots.

3.2.1. No Lot may be resubdivided, further subdivided and/or combined in whole or in part with any other Lot or Dedicated Roadway after being conveyed or leased by the Developer to any person, without the prior, express written approval of either (a) the Developer, or (b) after the Development Period, the Architectural Committee, which approval may be given or withheld in the sole discretion of the Developer or the Architectural Committee. Nothing in the foregoing provisions of this Section shall be deemed in any way to apply to either (a) the resubdivision, further subdivision and/or combination of any Lot or

Dedicated Roadway of which, at the time in question, the Developer or the Association is the Owner, or (b) the initial creation of a Lot by the recordation hereafter among the Land Records of a Subdivision Plat covering a portion of the Land, none of which portion was already covered by another Subdivision Plat recorded among the Land Records after the recordation of this Declaration among the Land Records.

3.2.2. Any such resubdivision, further subdivision or combination shall be accomplished in accordance with applicable law governing the subdivision of land or otherwise, and shall in any event, to be effective for purposes of the provisions of this Declaration, be set forth on one or more new Subdivision Plats covering the Lots and Dedicated Roadways (if any) which result from such actions.

Section 4. The Association.

4.1. Authority. The Park's affairs shall be governed by the Association.

4.2. Membership. The Association's membership (hereinafter referred to as "the Membership") shall be comprised of and limited to all of those persons (each of whom is herein referred to as a "Member") who, at the time in question, are Owners (including, by way of example rather than of limitation, the Developer during such times as the Developer is an Owner). An Owner's membership in the Association shall be appurtenant to such Owner's Lot, and may not be separated from its ownership thereof.

4.3. Voting.

4.3.1. Classes of Membership. During the Development Period, the Membership shall be comprised of the Class A Membership and the Class B Membership. The Class A Membership shall consist of all of the Owners other than the Developer, and the Class B Membership shall consist of the Developer. After the Development Period, the Membership shall be all of one class, consisting of all of the Owners.

4.3.2. Number of Votes. During the Development Period (a) no Class A Member shall be entitled to cast any vote in the Association's affairs, and (b) the Class B Member shall be entitled to cast one vote in the Association's affairs for each Lot of which it is the Owner. After the Development Period, each Member shall be entitled to cast one (1) vote in the Association's affairs for each Lot of which such Member is the Owner. Notwithstanding the foregoing, the Association shall not be entitled to cast a vote for any Lot owned by the Association.

4.3.3. Development Period. The Development Period shall consist of the period commencing on the date hereof and terminating on the earliest to occur of (a) the first (1st) date hereafter on which the Developer has no further right to expand the Park pursuant to the provisions of Section 8 hereof and is no longer the Owner of at least one (1) Lot, or (b) the Developer's termination of the Development Period by executing and recording among the Land Records an instrument expressly providing for such termination and making specific reference to this Section, or (c) the seventh (7th) anniversary of the date hereof.

4.4. Fidelity Bonds. Each director, officer and employee of the Association, any manager of the Association Property, if any, and any director, partner, officer or employee of such manager, whose duties as such require him to handle or be responsible for funds of the Association or in its possession or control through any trust or other arrangement, shall, if demanded in writing by the Association, before commencing such duties furnish the Association with a fidelity bond covering his said activities, in form and amount and with a corporate surety which are reasonable and appropriate under the circumstances and are satisfactory to the Board of Directors. The Association shall pay the premium for any such bond.

4.5. Actions Taken by Association.

4.5.1. Whenever the Association is required or permitted by the provisions of this Declaration to take any action, it shall do so only in accordance with the provisions of this Declaration, the Articles of Incorporation and the By-Laws.

4.5.2. Whenever the Membership is required or permitted by the provisions of this Declaration to give or withhold its approval or consent or to take any other action, or whenever the taking of any action by the Association, or the effectiveness thereof, is conditioned by the provisions of this Declaration upon the Membership's having given its approval or consent thereto or upon its having taken any other action, such approval or consent may be given or withheld, and such action may be taken, by the Membership without a Membership Meeting having been held for such purpose, provided that each Member is given prior written notice thereof, and the number of Members whose votes would have been sufficient to cause such approval or consent to be given or withheld or such action to be taken, at a Membership Meeting duly called for such purpose at which all Members were present and voting on such question, have consented thereto in writing.

4.5.3. The Association shall be entitled to contract with any person for such person to perform on the Association's behalf any or all of the duties imposed on it hereunder, and the performance thereof by any such person shall be deemed to be performance by the Association.

4.5.4. Books and Records. The Association shall prepare and maintain at its principal place of business or at any other location in the State of Maryland, for at least seven (7) years after their creation, originals or copies of its books and records of its business transactions, including but not limited to (a) any and all contracts or other agreements entered into by the Association with any person, (b) the minutes of any and all meetings of the Association's Directors, of the Members, or of the Architectural Committee, (c) any and all correspondence between the Association or the Architectural Committee with any Owner or other person, (d) any and all applications to the Architectural Committee for its approval of any matter pursuant to the provisions of this Declaration, and (e) any financial statements, statements of condition or other financial records prepared by or for the Association. Each Member, officer and Director of the Association shall have a right to review and inspect such records during the Association's regular business hours.

Section 5. Assessments.

5.1. Right to Levy Assessments. The Association shall obtain funds to pay its expenses incurred in exercising its powers and performing its duties under the provisions of this Declaration, the Articles of Incorporation and the By-Laws, and to establish and maintain reserves (in such amounts as the Association deems reasonable) to assist the Association in paying such expenses in the future, by from time to time levying an assessment (each of which is hereinafter referred to as an "Assessment") against each Lot, all upon the terms, for the purposes and subject to the conditions which are set forth in the provisions of this Declaration, the Articles of Incorporation and the By-Laws.

5.2. Procedure for Levying Assessments. Any determination by the Association to levy Assessments and/or of their respective amounts shall be made in the following manner:

5.2.1. Period of Assessments. Each Assessment shall be levied for one of those successive one-year periods beginning on January 1 and ending on the next December 31 (each of which is hereinafter referred to as an "Assessment Year") during which this Declaration remains in effect, except that (a) the initial Assessment Year shall begin on the date on which this Declaration is recorded among the Land Records, and shall end on the December 31 next succeeding such date, and (b) the final Assessment Year shall begin on the January 1 which immediately precedes the date on which this Declaration expires or is terminated, and shall end on the date on which such expiration or termination occurs.

5.2.2. Amount of Assessments. Except as is otherwise provided in Section 5.2.3, the respective amounts of the Assessments levied against the respective Lots for an

Assessment Year shall each equal the product obtained by multiplying the actual or proposed Floor Area for such Lot by a single dollar amount per square foot of Floor Area determined by the Association with respect to each Assessment Year. The actual or proposed Floor Area for a Lot shall initially be the Floor Area shown for such Lot on the site plan or development plan for the Park approved by Calvert County. From and after that date on which Plans for the construction of a Building on a Lot are approved by the Architectural Committee pursuant to Section 6, the Floor Area for the Lot shall be the Floor Area shown on such Plans, and shall be revised from time to time to reflect changes in the Floor Area whenever Plans for additions, modifications or additional structures on the Lot are approved by the Architectural Committee.

5.2.3. Allocation of Assessments Among Lots.

(a) No Assessment may be levied for an Assessment Year against one Lot unless an Assessment is at the same time levied for such Assessment Year against every Lot.

(b) If during an Assessment Year, a Lot is added to the Park through an expansion thereof,

(i) the Association shall be deemed, automatically and without the necessity of further action, to have levied an Assessment against such Lot for such Assessment Year; and

(ii) the respective amount of each such Assessment shall be determined in accordance with the foregoing provisions of this Section 5.2.3 as if such Lot had been a Lot at the beginning of such Assessment Year, but shall then be reduced to a fraction thereof, (1) the numerator of which is the number of days remaining in such Assessment Year as of the date on which it first becomes a Lot, and (2) the denominator of which is three hundred sixty-five (365).

(c) Anything contained in the provisions of this Section to the contrary notwithstanding, no Assessment may be levied against (i) any Association Property, (ii) any Dedicated Roadway, or (iii) any other Exempt Property.

(d) Notwithstanding the provisions of Section 5.2.2, until the earliest to occur of (i) the acquisition of the legal title to a Lot hereafter by a person other than Developer or the Association, or (ii) the fifth (5th) anniversary of the date hereof, no Assessment shall be levied against any Lot owned by the Developer.

5.2.4. Adoption by Board of Directors; Notice of Assessment; When Assessments are Due and Payable.

(a) By not later than the thirtieth (30th) day before an Assessment Year commences, the Board of Directors shall adopt a budget for the Association for such Assessment Year, setting forth for such Assessment Year (i) the aggregate amount of the Assessments to be levied, and (ii) the respective amount of the Assessment to be levied against each square foot of Floor Area. By not later than the fifteenth (15th) day before such Assessment Year commences, the Association shall provide a copy of such budget to each Owner of a Lot at its Notice Address. The Association's failure to take any such action by the time set forth hereinabove for taking the same shall not invalidate such action if taken later, but until such action is taken each Member shall pay to the Association on account of the Assessment for the next Assessment Year, on the date or dates on which such Assessment would have been due had the Association taken such action before such date, an amount equal to the Assessment for the preceding Assessment Year (or the initial installment thereof, if such Assessment was payable in installments).

(b) If the Association so permits, any Assessment may be paid to the Association in monthly or other installments in accordance with a schedule determined by the Association.

(c) Such Assessments (or the initial installment thereof, if payable in installments) shall be due on the first (1st) day of such Assessment Year without the necessity of further action by the Association (and any subsequent installments thereof shall be due on the respective dates set forth in such schedule).

(d) Anything contained in the foregoing provisions of this Section to the contrary notwithstanding, if any portion of the Park is not a Lot at the commencement of an Assessment Year but during such Assessment Year becomes a Lot, the Assessment thus levied shall be due on the later of (i) the date on which such Assessment would have been due were such portion of the Park a Lot at the commencement of such Assessment Year, or (ii) the date on which it becomes a Lot.

5.3. Owners' Personal Liability for Assessments.

5.3.1. Each Owner shall be personally liable for payment of each Assessment (or each installment thereof, if payable in installments) which becomes due for a Lot while it is the Owner thereof. An Owner may not avoid such liability by waiving any right to use the Association Property or other right which such Owner holds under the provisions of this Declaration or otherwise, by abandoning or otherwise terminating its use of such Lot, or by conveying the title to such Lot after such Assessment or installment becomes due.

5.3.2. An Owner shall not be personally liable for payment of any Assessment or installment thereof which becomes due for a Lot (a) before it becomes the Owner thereof (notwithstanding that an Assessment Lien for such Assessment or installment may be imposed upon the title to such Lot while held by such Owner, pursuant to the provisions of Section 5.4), or (b) after it ceases to be the Owner thereof.

5.4. Assessment Lien; Priority.

5.4.1. At any time within two (2) years after an Assessment is levied against a Lot and before it is paid in full to the Association, the Association may give written notice to the Owner thereof (by certified mail, returned receipt requested) that the Association intends to impose a lien against such Lot (hereinafter referred to as a "Notice of Lien"). The form of such Notice of Lien shall be determined by the Association in the exercise of its sole discretion, provided that such Notice of Lien complies with the requirements of Section 14-203 or any successor provision of the Contract Lien Act, if and to the extent then applicable thereto.

5.4.2. The Association may execute and record among the Land Records (but only in accordance with the provisions of Section 14-204 or any successor provision of the Contract Lien Act, if and to the extent then applicable thereto) a statement (hereinafter referred to as a "Statement of Lien") for such Assessment or any installment thereof (if payable in installments and if the Association elects to make such Statement of Lien applicable to such installment rather than to such Assessment in full) plus all interests, late charges and attorneys' fees owed in connection therewith, either (a) within one hundred twenty (120) days after giving such Notice of Lien, unless within thirty (30) days after the Association gives such Notice of Lien, the Owner of the Lot against which such Assessment was levied files a complaint in the Circuit Court for the said County in accordance with the provisions of Section 14-203 or any successor provision of the Contract Lien Act, if and to the extent then applicable thereto, or (b) if such complaint is filed pursuant to such provisions, within thirty (30) days after such Circuit Court orders the imposition of a lien pursuant to such provisions, or such complaint is otherwise finally resolved in a manner which does not prohibit the Association from executing and recording such Statement of Lien. The form of such Statement of Lien shall be determined by the Association in the exercise of its sole discretion, so long as (a) it identifies the Lot against which such Assessment was levied, and the amount

of the Assessment or installment thereof to which such Statement of Lien is applicable, and (b) if and to the extent that the Contract Lien Act then purports to govern the form or content of such Statement of Lien, such form is not inconsistent with the requirements of such statute.

5.4.3. Each Assessment (or installment thereof, if payable in installments) levied against a Lot, plus all interests, late charges and attorneys' fees owed in connection therewith, shall be a lien (herein referred to as an "Assessment Lien") upon the title to such Lot, from the time when a Statement of Lien for such Assessment or installment is recorded among the Land Records pursuant to the foregoing provisions of this Section 5.4 and the provisions of Section 14-203 or any successor provision of the Contract Lien Act, if and to the extent then applicable thereto, until such Assessment or installment is paid.

5.4.4. An Assessment Lien shall be subordinate to the lien of any Mortgage covering the Lot against which such Assessment Lien is imposed, if and only if such Mortgage is recorded among the Land Records before a Statement of Lien imposing such Assessment Lien is recorded thereamong.

5.4.5. If any Assessment or installment thereof (if payable in installments) is not paid when due, an Assessment Lien therefor may be enforced and foreclosed by the Association in the same manner and subject to the same requirements as are specified by the law of Maryland for the foreclosure of mortgages or deeds of trust containing a power of sale or an assent to a decree, and covering real property in the said County.

5.5. Interest on Unpaid Assessments. Each Assessment (or installment thereof, if payable in installments) shall bear interest on its unpaid balance from the thirtieth (30th) day after it becomes due, until paid, at the lesser of (a) the rate of twenty percent (20%) per annum, compounded monthly, or (b) the highest rate from time to time permitted by applicable law to be charged upon the same. In addition to such interest, the Association shall be entitled to levy against the Owner and Lot in question a late charge of One Hundred Dollars (\$100) for each Assessment or installment thereof which is not paid within thirty (30) days after it becomes due, which late charge shall automatically become part of such Assessment or installment for all purposes of the provisions of this Declaration.

5.6. Recovery of Unpaid Assessments.

5.6.1. The Association shall be entitled to recover in an action at law or in equity, from any person who is personally liable for payment of any or all of an Assessment, and without waiving the Assessment Lien therefor, a money judgment for both (a) such Assessment (including, by way of example rather than of limitation, the amount of any deficiency resulting from any foreclosure of such Assessment Lien), and (b) any and all interest accrued thereon through the date of such recovery, and costs incurred by the Association in obtaining such recovery (including, by way of example rather than of limitation, that of reasonable attorneys' fees and costs incurred in recording any Statement of Lien).

5.6.2. Anything contained in the foregoing provisions of this Section to the contrary notwithstanding, no such action may be brought to foreclose upon such Assessment Lien or otherwise to recover any of such Assessment, unless it is brought on or before the third (3rd) anniversary of the date on which a Statement of Lien is recorded among the Land Records in accordance with the provisions of Section 5.4.2.

5.7. Certificate as to Payment of Assessments. The Association shall, on written request at any time by any person liable for payment of any Assessment or installment thereof, or who holds any interest in a Lot against which an Assessment has been levied, deliver to such person a certificate signed by an officer of the Association, setting forth whether such Assessment or installment has been paid. Any such certificate so delivered shall be conclusive evidence of the payment of each Assessment or installment therein stated to have been paid.

5.8. Use of Proceeds. The Association shall not be obligated (a) to spend in any Assessment Year all of the sums collected by it in such Assessment Year by way of Assessments or otherwise, and may carry forward as surplus any balances remaining, or (b) to apply any of such surpluses to the reduction of the amount of the Assessments in any one or more succeeding Assessment Years, but may carry forward from year to year such surplus as the Association in its absolute discretion determines to be desirable for the Association's greater financial security and the effectuation of its purposes.

Section 6. Architectural Committee.

6.1. Organization.

6.1.1. Creation. So long as this Declaration remains in effect, there shall be a committee, to be known as the "Patuxent Business Park Architectural Committee" (herein referred to as "the Architectural Committee"), which shall have the powers and duties conferred upon it by the provisions of this Declaration.

6.1.2. Composition.

(a) During Development Period. During the Development Period,

(i) the Architectural Committee shall have two (2) members, which number may be increased or decreased by the Developer from time to time during the Development Period by causing to be recorded among the Land Records an amendment to this Declaration executed on the Developer's behalf and setting forth such increase or decrease, without the necessity of any joinder therein by the Association or any Owner or other person.

(ii) the members of the Architectural Committee shall be designated and removed by the Developer in the exercise of its sole discretion, giving only such regard to the professions, qualifications or positions of such members as the Developer deems necessary.

(iii) if any person resigns his membership on the Architectural Committee, the Developer shall be entitled to designate his successor, in the exercise of its sole discretion.

(iv) if any member of the Architectural Committee notifies the Developer that he will be unable to attend any meeting of the Architectural Committee, the Developer shall be entitled (but not obligated) to designate a substitute person to attend such meeting in his place and stead, in which event such person shall hold at such meeting the same rights and powers as a member of the Architectural Committee as are held by the member thereof in whose place and stead he attends such meeting.

(v) any employee of the Developer or an Affiliate of the Developer shall conclusively be deemed to have automatically resigned from the Architectural Committee upon the termination of such employee's employment.

(b) After Development Period. After the Development Period,

(i) the Architectural Committee shall have at least three (3) members at all times. The Association may increase such number (and, after any such increase, may decrease such number to a number not less than three (3)) by causing to be recorded among the Land Records an amendment to this Declaration executed on the Association's behalf and setting forth such increase or decrease, without the necessity of any joinder therein by any Owner or other person.

(ii) so long as the membership of the Architectural Committee is in accordance with the foregoing provisions of this subsection 6.1.2(b), the members of the Architectural Committee shall be designated by the Association in the exercise of its sole

discretion, giving only such regard to the professions, qualifications or positions of such members as the Association deems necessary.

(iii) if any person resigns his membership on the Architectural Committee, the President of the Association shall be entitled to designate his successor, in the exercise of his sole discretion.

(iv) if any member of the Architectural Committee notifies the Association that he will be unable to attend any meeting of the Architectural Committee, the President of the Association shall be entitled (but shall not be obligated) to designate a substitute person to attend such meeting in his place and stead, provided that the provisions of clause (ii) of this subsection 6.1.2(b) are observed. If the President of the Association designates any such substitute person to attend such meeting, such person shall hold at such meeting the same rights and powers as a member of the Architectural Committee as are held by the member thereof in whose place and stead he attends such meeting.

(v) every employee of the Developer or an Affiliate of the Developer and every employee of an Owner shall be conclusively deemed to have automatically resigned from the Architectural Committee upon the termination of such employee's employment.

(c) The Architectural Committee shall have a chairman. During the Development Period, the chairman shall be appointed by the Developer. After the Development Period, the chairman shall be chosen from among the members of the Architectural Committee by a Majority vote of its members.

6.1.3. Meetings. The Architectural Committee shall meet from time to time upon call by its chairman or by a Majority of its members, provided that written notice thereof is given to each member at least five (5) days prior thereto (except that the Architectural Committee may from time to time select a regular day, time and place for its meetings, in which event no such notice need be given of any meeting held at such day, time and place). The attendance by any member at a meeting of the Architectural Committee shall constitute a waiver by such member of any right which he may otherwise have to object to any failure to provide to such member notice of such meeting in accordance with the provisions of this Declaration.

6.1.4. Voting. At each such meeting, the presence in person of a Majority of the members of the Architectural Committee shall constitute a quorum for the transaction of business. So long as such quorum exists at the date, time and place for which a meeting is called, the affirmative vote of a Majority of those members present and voting thereon shall be required for the Architectural Committee to (a) add to or modify any Development Standard pursuant to the provisions of this Declaration, (b) make any finding, determination, ruling or order, or (c) issue any permit, authorization or approval pursuant to the provisions of this Section. Anything contained in the foregoing provisions of this Section 6.1.4 to the contrary notwithstanding, any such action may be taken by the Architectural Committee without the necessity of having such meeting, so long as the taking of such action is approved in writing by at least a Majority of its members, and all of its members are given notice of such action.

6.1.5. Minutes. The chairman of the Architectural Committee shall from time to time designate a person (who need not be a member thereof) to attend each meeting of the Architectural Committee and record the minutes thereof. Such minutes shall be kept and preserved, and shall be made available for inspection by any member of the Architectural Committee, in accordance with the provisions of Section 4.5.4, and shall be distributed to the members thereof.

6.2. Control of Structures.

6.2.1. No Structure may be commenced, constructed, erected, placed, maintained or permitted to remain on a Lot, and no Structure existing on a Lot may be altered

in any way (including the exterior painting thereof, but excluding interior painting or other modifications which are not visible from the exterior thereof) which materially changes the exterior appearance thereof, and the surface or grade of a Lot may not be altered by grading or in any other manner, unless prior thereto plans and specifications therefor (herein referred to collectively as "Plans"), of such nature and in such form as are specified from time to time by the Architectural Committee, have been submitted to and approved in writing by the Architectural Committee.

6.2.2. The Owner of the Lot or his designated representative shall be required to present his development proposals in triplicate to the Architectural Committee in at least two (2) submissions.

6.2.3. There shall be a preliminary submission at which time the Owner or his designated representative shall submit three (3) full sets of preliminary plans and specifications showing or stating at least the following:

- A. Master Plan. Master plan for the full development of the Lot;
- B. Site Plan and Schematic Design. Site plan and schematic design of area proposed for immediate development showing:
 - (1) Location of all structures, easements, street rights-of-way, and set-back lines,
 - (2) Location of all walks, parking areas, off-street loading areas, refuse collection, driveways, antennas and outside storage areas,
 - (3) Location of all landscaping features and existing trees to be preserved, and limits of clearing and grading,
 - (4) Floor Area, site coverage data and calculations, including floor area ratio; and
 - (5) Parking data and calculations, including base data for projected use.
- C. Architectural Elevation. Architectural Building elevation drawings of each Building face including without limitation materials to be used in their proper locations. Colored renderings or sketches may be utilized also;
- D. Building Materials and Colors. Building materials and color information, with samples to be submitted if available; and
- E. Uses. Description of proposed uses.

Within ten (10) business days of the receipt of a complete submission of the preliminary plans and specifications, the Architectural Committee shall provide to the Owner or his designated representative written comments as to said preliminary plans and specifications for guidance in preparation of the final construction drawings and specifications. If requested by the Owner, a meeting shall be held between the Architectural Committee and the Owner or his designated representatives to review and discuss the Architectural Committee's comments. The Architectural Committee shall notify the Owner in writing promptly upon receipt of said plans and specifications if the submission is not complete.

6.2.4. Final Submission. There shall be a final submission to the Architectural Committee at which time the Owner or his designated representative shall submit detailed information in writing regarding the proposed use of the Lot, copies of all applications for permits and any accompanying correspondence, site plans, erosion and sedimentation control plans and other plans to be submitted for governmental approval and three (3) full sets of final

construction drawings and specifications (the "Plans") showing or stating all aspects of the proposed development, including without limitation the following:

- A. Location of all structures, easements, street rights-of-way, and set-back lines;
- B. Location of all walks, driveways and curblines;
- C. Layout and location of all parking areas, including location and dimensions of all spaces, circulation aisles, curbs and bumpers;
- D. Layout and location of all off-street loading areas;
- E. Layout and location of all outside storage areas, including identification and size of the material to be stored and location and dimensions of all fencing and screening;
- F. All landscaping, including location, height, spread, type and number of trees and shrubs and location and type of all ground cover and lawn material, and existing trees and limits of clearing and grading;
- G. Location, height, intensity and fixture type of all exterior lighting;
- H. Location, size and type of all fencing;
- I. Architectural floor plans, Building elevation, wall sections and details of each Building;
- J. Building material and color information, including samples;
- K. Temporary construction sign design;
- L. Permanent sign design;
- M. Floor Area, site coverage data and calculations;
- N. Parking data and calculations, including base data for projected uses;
- O. Site drainage data and calculations, including finished contour lines and spot elevations;
- P. Description of proposed use; and
- Q. Such other data as the Architectural Committee may reasonably require.

6.2.5. Scale and Detail. All architectural plans and construction drawings submitted shall be to a scale of not less than one-eighth (1/8) inch equal to one (1) foot; and all site plans submitted shall be to a scale of not less than one (1) inch equal to fifty (50) feet.

6.2.6. Changes Required by Governmental Authority. If, after final approval of the Plans pursuant to subsection 6.2.4, Calvert County or other governmental authority requires changes in such Plans, then the Owner shall submit to the Architectural Committee for its approval pursuant to this Section 6, those revisions to the Plans required by such governmental authority (but need not submit a complete set of plans and specifications as otherwise required hereunder).

6.3. Proposal of Statements of Policy and Design Guidelines.

6.3.1. The Architectural Committee may from time to time adopt (a) statements of policy governing the form and content of any Plans to be submitted to the Architectural Committee for its consideration, and the procedure for such submission and the Architectural Committee's consideration thereof, and (b) statements of policy (hereinafter referred to as "Design Guidelines") with respect to the Architectural Committee's approval or disapproval of the architectural styles or details, signs, or other matters, which are reflected in such Plans (provided that such Design Guidelines are, in the Architectural Committee's reasonable judgment, consistent with the general plan or scheme of development and use for the Park and its environment, as embodied in the provisions of this Declaration).

6.3.2. The adoption, revocation or amendment of any of such or statement of policy or Design Guidelines shall not be deemed to bind the Architectural Committee to approve or disapprove any Plans or to constitute a waiver of the exercise of the Architectural Committee's discretion as to any such matter, except that no such adoption, amendment or revocation shall affect the finality of any such approval granted by the Architectural Committee before such adoption, amendment or revocation.

6.4. Basis for Disapproval.

6.4.1. The Architectural Committee may disapprove any Plans submitted to it whenever, in its opinion, any of the following circumstances exist:

(a) such Plans, or any Structure or Use covered by such Plans, are not in accordance with the provisions of this Declaration, the Development Standards, the Design Guidelines, the Zoning Ordinance or other applicable law;

(b) such Plans do not contain information which the Architectural Committee may reasonably require to be contained therein;

(c) any Structure covered by such Plans is incompatible with any Structure on or Use of any Lot, due to the former's exterior design, height, bulk, shape, color scheme, finish, style of architecture, configuration, appearance, materials or location;

(d) the existence, size, configuration or location of any parking area proposed for such Lot is incompatible with, or insufficient, inadequate or inappropriate in relation to, any existing or proposed Use or Structure on such Lot or elsewhere within the Park; or

(e) any other circumstance which, in the Architectural Committee's judgment, would render any Structure covered by such Plans inharmonious with the general plan of development of the Park.

6.4.2. Notice of Decision.

(a) If the Architectural Committee disapproves any Plans or approves them only upon the satisfaction of any specified condition requiring the modification of such Plans or the taking of any other action, it shall immediately notify the applicant of such action in writing, and shall furnish with such notice a written statement of the grounds upon which it was based.

(b) If the Architectural Committee approves any Plans without conditioning such approval upon the satisfaction of any such condition, it shall immediately notify the applicant of such action in writing.

(c) Unless the Architectural Committee, by written notice to the applicant, disapproves any Plans submitted to it or approves them only upon the satisfaction of

any specified condition, as aforesaid, within ninety (90) days after such Plans are submitted to it, it shall conclusively be deemed for all purposes of this Declaration to have approved such Plans unconditionally for each Lot for which they were so submitted.

(d) Neither the Developer, nor the Architectural Committee, nor their successors or assigns shall be liable in damages to anyone submitting plans for approval, or to any Owner or lessee of any Lot affected by this Declaration, by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any such plans. Every person who submits plans to the Architectural Committee and/or Developer for approval agrees, by submission of such plans, and every Owner or lessee of any Lot agrees, by acquiring title thereto or interest therein, that he will not bring any action or suit against the Architectural Committee and/or Developer to recover damages.

6.5. Effect of Approval. The Architectural Committee's approval of Plans for any Lot shall not constitute a waiver of its right, in its sole discretion, to disapprove such Plans or any of the features or elements included therein if such Plans are subsequently submitted to it for any other Lot; but, as to any Lot for which such Plans are so approved, such approval shall be final and irrevocable, notwithstanding that the Design Guidelines may thereafter be amended, revoked or supplemented. The Architectural Committee shall not be deemed, by its consideration and/or approval of, or comments concerning, any Plans submitted to it, to have made any determination as to whether such Plans or any Improvements made or other action taken pursuant to such Plans or this Declaration will or will not comply with the provisions of the Zoning Ordinance, any building code applicable to any land or Improvements which are the subject of such Plans or other applicable law, regulation or judicial or administrative order applicable thereto.

6.6. Inspection of Lots. Any agent of the Association may, at any reasonable time during business hours on a business day or at such other time as the Owner may agree upon (but only after having given written notice thereof to the Owner of such Lot by not later than five (5) days prior thereto), enter upon and inspect any Lot and the exterior of any Structure thereon to ascertain whether the maintenance, construction or alteration of such Lot or Structure, and any Use thereof, are in accordance with the provisions hereof, and neither the Association nor the Developer nor such agent shall be deemed to have committed any trespass or other wrongful act by reason of such entry or inspection. The Association shall defend, indemnify and hold harmless the Owner and each Tenant of such Lot against and from any liability, claim of liability or expense incurred by such Owner or Tenant and arising out of the Association's exercise of such right of entry.

6.7. Certificate of Compliance and Approval. After the completion on a Lot of the construction or alteration of any Structure, or the commencement of any Use thereon, in accordance with the provisions of this Declaration, the Association shall, upon written request of the Owner or any Tenant or Mortgagee thereof, issue a certificate in a form which is suitable for recordation among the Land Records, (a) identifying such Lot and such Structure or Use, and (b) stating that the Architectural Committee has approved Plans covering such Structure or Use if, to the extent and in the manner set forth in the provisions of this Declaration, and believes that such Structure or Use complies therewith. The Association may charge such Owner a reasonable fee (not exceeding Five Hundred Dollars (\$500)) for the issuance of such certificate, the payment of which at the time of the request for such certificate shall be a condition to its obligation hereunder to issue the same. Such Owner shall be entitled at its expense to cause such certificate to be recorded among the Land Records.

6.8. Removal.

6.8.1. If any Structure is altered, erected, placed or maintained on any Lot other than in accordance with Plans which have been approved by the Architectural Committee pursuant to the foregoing provisions of this Section, such action shall be deemed to be a violation of the provisions of this Section and, promptly after the Association has given written notice of such violation to the Owner thereof, such Structure shall be removed or restored by

such Owner to its condition before such action, at such Owner's sole expense, so as to terminate such violation.

6.8.2. If within thirty (30) days after having been given such notice such Owner has not taken reasonable steps toward the termination of such violation, any agent of the Association who has been authorized by the Association to do so may enter upon such Lot and take such steps as are reasonably necessary to terminate such violation. Such Owner shall be personally liable to the Association for the cost thereof, and the Association shall have a lien therefor which is enforceable in the same manner and subject to the same requirements as are specified by the law of Maryland for the foreclosure of mortgages of deeds of trust containing a power of sale or an assent to a decree, and covering real property in the said County.

6.9. Developer's Plans. Nothing in the foregoing provisions of this Declaration shall be deemed in any way to require that the Developer or any Affiliate of the Developer submit to the Architectural Committee, or obtain its approval of, Plans for any Structure to be constructed on a Lot owned by the Developer or any such Affiliate (or of any Use thereof).

Section 7. Uses of Park.

7.1. Prohibited Uses.

7.1.1. Subject to the operation and effect of the provisions of Section 7.1.2, no Land or Improvements within the Park (other than within a Dedicated Roadway) shall be devoted to any of the following Uses (each of which is hereinafter referred to as a "Prohibited Use"):

(a) any Use which violates the provisions of this Declaration, the Lusby Development Agreement, the Zoning Ordinance, any land planning, adequate public facilities, environmental or other law, order or regulation of the State of Maryland or Calvert County, or any other applicable law; or

(b) any Use listed in Exhibit B; or

(c) any other Use whatsoever, except for a Use which (A) does not violate subsections 7.1.1(a) or (b) above, and (B) has been approved for such Lot by the Architectural Committee ("Permitted Use").

7.1.2. Nothing in the provisions of this Declaration shall be deemed in any way to prohibit the use by the Developer, and its agents, employees, officers, contractors and invitees, of the improvements on each Lot of which it is then the Owner (a) as offices in connection with its development, construction, replacement, repair, maintenance, marketing or leasing of any or all of any Lot, any or all of the land described in Exhibit C or any improvements thereon (whether or not such land or improvements ever becomes part of the Park pursuant to the provisions of Section 8), any other portion of the Park, any Building or other Improvements thereon, any space within any of such Improvements, or any real property outside of the Park, or (b) in any other manner unless any other person would, were it the Owner thereof, be prohibited or restricted in the same manner.

7.1.3. In construing the terms describing or naming a particular Use designated herein as a Prohibited Use or a Permitted Use, if such term is used in the provisions of the Zoning Ordinance to describe a Use, such term shall be construed for the purposes of the provisions of this Section to have the same meaning as is given to it for purposes of the provisions of the Zoning Ordinance by those governmental authorities charged with the duty of interpreting and/or enforcing the Zoning Ordinance.

7.2.2. Uses of Lots. Without altering or impairing the operation and effect of the foregoing provisions of this Section, no Lot may be devoted to any Use, and no Structure may exist thereon, other than in conformance with the standards set forth in the following

provisions of this Section 7.2.2 (each of which shall constitute, and is herein referred to as, a "Development Standard" with respect to the Lots), except if and to the extent that any deviation therefrom is permitted by the Architectural Committee where such deviation is, in the Architectural Committee's reasonable judgment, consistent with the general plan or scheme of development and use for the Park, as embodied in the provisions of this Declaration and in the Design Guidelines (which permission shall be given, if at all, expressly, in writing and by specific reference to Plans for such Structure which are approved by the Architectural Committee); provided, that regardless of whether such permission is given by the Architectural Committee, all such Structures and Uses shall conform to the provisions of the Zoning Ordinance, all land planning, environmental, adequate public facilities and other laws, orders and regulations of the State of Maryland and Calvert County, and all other applicable laws:

(a) Setbacks. No Building or parking shall be located on a Lot (i) within the greater of thirty feet (30') or the distance required by the Zoning Ordinance, from any Dedicated Roadway or (ii) within the greater of twenty (20') or the distance required by the Zoning Ordinance from any boundary of such Lot which does not adjoin a Dedicated Roadway.

(b) Exceptions to Setback Requirements. The following Improvements are specifically excluded from the setback requirements under paragraph (a) above:

(1) Roof overhang, subject to approval in writing from the Architectural Committee, provided said overhang does not extend more than six (6) feet into the setback area;

(2) Steps and walkways;

(3) Paving and associated curbing except that vehicle parking areas shall not be permitted within twenty (20) feet of a front property line or within ten (10) feet of any side or rear Lot line;

(4) Fences, except that no fence shall be placed closer than fifteen (15) feet from a property line fronting upon any public street without the prior written approval of the Architectural Committee;

(5) Landscaping and irrigation systems;

(6) Planters, not to exceed three (3) feet in height, except that planters of greater height may be built within the setback area with the prior written approval of the Architectural Committee;

(7) Property Owner identification signs, directional and parking signs and signs identifying the Owner or occupant of a Lot, subject to the prior written approval of the Architectural Committee;

(8) Lighting facilities, subject to the prior written approval of the Architectural Committee; and

(9) Underground utility facilities and storm water management facilities.

(c) Preservation of Landscape Buffers. Any Building or other Structure above ground on any Lot must conform to the Building setback line requirements described in the preceding paragraph (a). In addition, the area extending thirty feet (30') into a Lot from a right of way line, the area extending twenty feet (20') into a Lot from the side and rear Lot lines and the area extending fifteen (15) feet into a Lot from the sides and rear of any Building on a Lot (except for service courts and loading bays) shall be used solely as a

landscaped planting strip (hereinafter a "Landscape Buffer"), and it shall be the responsibility of each Owner, at its sole expense, to landscape this area with lawn, trees, flowers and shrubbery in conforming with any landscape guidelines established and according to plans approved in writing by the Architectural Committee. The Owner will maintain the planting strips at its own cost. Subject to the express written approval of the Architectural Committee, storm water management ponds may be located within areas designed for Landscape Buffers. Sidewalks may be located within such setbacks and Landscape Buffers.

(d) Vehicular Parking. (i) No automobile, truck, tractor, boat, bus or other automotive vehicle and no trailer, cart or similar vehicle shall be (1) parked, stored, loaded or unloaded for purposes relating to a Lot, other than on such Lot, or (2) parked, stored, loaded or unloaded on any Lot, other than in an area which either is enclosed within a Structure existing on such Lot in accordance with the provisions of this Declaration, or is not so enclosed but conforms to the following provisions of this subsection 7.2.2(d).

(ii) Number of Spaces. Each Owner of a Lot shall provide and maintain thereon at least that number of parking spaces which is required to be contained thereon by the provisions of the Zoning Ordinance, each of which shall have the minimum area and configuration required for parking spaces thereon by the provisions of the Zoning Ordinance.

(iii) No parking space, other vehicle parking area, or similar Structure shall be located on a Lot within the greater of thirty feet (30') or any distance required by the Zoning Ordinance, of any Dedicated Roadway or within twenty feet (20') of any boundary of such Lot which does not adjoin a Dedicated Roadway.

(iv) All open space on any Lot, shall be kept landscaped by the Owner of such Lot, in accordance with Plans approved by the Architectural Committee pursuant to the provisions of this Declaration.

(v) No parking shall be permitted within the street right-of-way of any streets within the Park and each Owner or occupant of any Lot shall use its commercially reasonable efforts to prevent its employees, lessees, agents, contractors, customers and visitors from parking on any street within the Park. If any Owner or occupant of a Lot, or any of its employees, lessees, agents, contractors, customers or visitors shall park their vehicles on any street or within any street right-of-way, and if such use is not discontinued after written notice from the Association or its authorized representative, then the Association or its authorized representative shall have the right to assess a charge for each day that each vehicle is improperly parked in violation of this covenant in the amount of Twenty-Five and No/100 Dollars (\$25.00). Such charge, together with all costs and expenses incurred by the Association in the enforcement of this Section, shall be assessed against, and shall, be payable by, the Owner, regardless of whether it is such Owner's vehicles that are parked on the street or the vehicles of the occupant of the Lot, or of any of their employees, agents, contractors, customers or visitors, it being the responsibility of the Owner to see to it that such vehicles are not parked on any street at any time. Further, the Association shall have the right to cause vehicles parked on any street right of way within the Park to be removed by towing or otherwise to a licensed garage or lot for storage until called for by his agent, provided that signs are posted indicating that parking is prohibited or limited to certain hours or persons in such area, and provided that notice of such action shall first or simultaneously therewith be given to at least one of the local law enforcement officers. In the event of such removal or storage, the owner of the vehicle involved shall be chargeable with and the said vehicle may be held for a reasonable charge for its removal and storage.

(vi) Parking areas shall be paved with asphalt or concrete. Edge protection for front ends of parking spaces shall consist of asphalt or concrete curbs or curb stops. Concrete curbing shall be provided at the radius of all parking access entries off of public roads; and, grass, ground cover or mulch shall be installed to the exposed edge of all curbs, parking areas or drive aisles. Other special paving materials may be used to accent special entrance areas or walkways, if approved by the Architectural Committee. Paved

parking areas shall have landscaped islands and areas intermittently spaced, as approved by the Architectural Committee. No more than fifteen (15) consecutive, single-loaded parking spaces (14 spaces if two seven-space groupings of parking spaces abut one another) shall be provided without a landscaped island measuring at least six (6) feet in width. All asphalt parking areas shall be lined or striped in accordance with parking space size required by the Zoning Ordinance.

(vii) All parking shall be screened from view as well as possible by either (x) depressing grades, and/or (y) by use of landscaping, and/or (z) by earth berms.

(viii) The Owner of any Lot shall insure that all parking lots, sidewalks and other hard surface areas shall be swept and cleaned regularly and cracks and damaged area of sidewalks shall be repaired or replaced as required. Damaged or eroding areas of the asphalt parking surface shall be replace as required and an overall resurfacing of the parking area will be done as necessary. Broken curbing shall be replaced as required and drainage inlets, storm sewers and any surface drainage facilities shall be maintained in good repair and shall remain clear of debris so as to enable the proper flow of water.

(e) Facility Protection During Construction. During construction each Owner shall protect all pavements, curbs, gutters, walks, streets, shoulders, utility structures and storm water management facilities lying within any area dedicated for public use of any facility of other easement area, or on any other Lot or anywhere within the Park, from damage during any periods of construction activity on such Owner's Lot, and further that such Owner shall promptly repair any damage that may be done thereto. In addition, each Owner shall clean streets affording access to such Owner's Lot whenever construction activity into or out of the Lot in order to keep their neat and attractive appearance.

(f) Loading Docks. No exterior loading dock or similar Structure may be located on any side of a Building which faces any Dedicated Roadway, except that if three (3) or more sides of the Lot on which such Building is located are contiguous to Dedicated Roadways, one or more such loading docks or similar Structures or portions thereof may be located on one side of such Building which faces any such Dedicated Roadway. All loading docks shall be screened from view from Dedicated Roadways.

(g) Maximum Building Coverage; Minimum Open Space.

(i) In reviewing Plans for a Lot, the Architectural Committee shall require that not more than forty percent (40%) of the area of such Lot be covered by any Building, and that at least twenty-five percent (25%) of such Lot be open space. Such requirement as to open space shall be in addition to any landscaped strips required by the Zoning Ordinance.

(ii) Anything contained in the foregoing provisions of this Section to the contrary notwithstanding, the Architectural Committee shall be entitled, in its sole and absolute discretion, to approve Plans for any Lot on which, after the completion of the Structures, the standards with respect to maximum coverage by Buildings and minimum open space set forth hereinabove would not be met, so long as, in the judgment of the Architectural Committee, such Lot, as so improved and used, would be aesthetically compatible with the rest of the Park (including but not limited to any Structures then existing within the Park and any Structures which the Architectural Committee reasonably believes will thereafter be constructed within the Park).

(h) Exterior Walls and Awnings. Materials for all exterior walls shall be approved by the Architectural Committee and shall be one or more of the following or their respective approved equal or such other materials as may be approved by the Committee. Such finish building materials shall be applied to all sides of a Building.

(1) Brick or tile shall be hard burned clay, color and texture to be approved.

(2) Natural or simulated stone shall have a weathered face or shall be polished, fluted or broken-faced.

(3) Concrete Masonry Units shall be those generally described by the National Concrete Masonry Association as "Customized Architectural Concrete Masonry Units." There shall be no plain concrete block on the front of any Building and there shall be no exposed plain concrete block on the exterior of any elevation.

(4) Concrete may be poured in-place, tilt-up or precast. Poured in-place and tilt-up walls shall have a finish of stone, a texture or a coating. Textured finishes, except in special cases approved by the Architectural Committee, shall be coated. Precast units which are not uniform in color shall be coated. Coating shall be an approved cementitious or an epoxy-type coating with a life expectancy of ten (10) years minimum.

(5) Steel or aluminum composite panels may be utilized.

(6) Wood or wood products having a finish approved by the Architectural Committee;

(7) Glass or glass block.

(8) No awnings of any type shall be permitted.

(i) Landscaping. All open space on each Lot shall be seeded, planted and otherwise landscaped by its Owner, and thereafter regularly maintained by its Owner, free of weeds, rubbish and litter, either (i) in accordance with a landscaping plan for such Lot which has been approved by the Architectural Committee or, (ii) during any period in which the Architectural Committee has waived in writing its right to require that a landscaping plan be submitted to and approved by the Architectural Committee for such Lot (which waiver may be revoked by the Architectural Committee at any time, and if given may be made subject to such conditions as may be set by the Architectural Committee), in a manner comparable to that followed in the rest of the Park. The Association may enter upon any Lot and trim or prune, at the expense of its Owner, any tree, hedge or other planting whose height or location on such Lot is, in the Association's judgment, unreasonably detrimental to any adjoining property, is unattractive or obscures the view of street traffic from any Lot, provided that such Owner is given fifteen (15) days prior written notice of the Association's intention to take such action, and such Owner does not itself take such intended action within such 15-day period. The Architectural Committee shall be entitled to require, as a condition to its approval of Plans for a Lot, that at least such minimum number of trees be planted and thereafter maintained on such Lot, and that such trees have at least such minimum caliper and height, and conform to such other characteristics, as are specified by the Architectural Committee in writing (by the provisions of the Design Guidelines or otherwise) when such Plans are approved by the Architectural Committee.

(j) Lighting and Signs. No colored or flashing lights, and no signs, shall be kept on any Lot other than within a Building, or shall be kept within a Building thereon if visible from the exterior thereof, unless approved by the Architectural Committee. No signs, decorations or devices shall be permitted on any Lot which are constructed so as, wholly or in part, to flash on and off, change their design or simulate movement (except signs indicating temperature, time or similar information) unless approved by the Architectural Committee.

(k) Underground Utilities. No pipe, conduit, cable, line or other facility for water, gas, sewage, drainage, steam, electricity or any other energy or service shall be installed or maintained on or above the surface of the ground on any Lot, other than wholly within a Building, except for fire sprinkler valves, hoses and movable pipes used for irrigation

or other purposes if specifically approved in writing by the Architectural Committee. All auxiliary machinery, equipment or facilities used on any Lot in connection with any such energies or services shall be located thereon only in such manner and upon such conditions as are specifically approved in writing by the Architectural Committee.

(l) Outside Storage or Operations. No outside storage of trash, refuse or otherwise, and no truck-loading or other operation of any kind, shall be permitted on any portion of a Lot located between a Building and a Dedicated Roadway. No outside storage of trash, refuse or otherwise shall be permitted at any location on a Lot which is within thirty feet (30') of a Dedicated Roadway or within twenty feet (20') of any boundary of such Lot which does not adjoin a Dedicated Roadway. No such exterior storage will be permitted at any other location on a Lot unless such activity is visually screened from view from other Buildings, parking areas and Dedicated Roadways and public roads outside of the Park in a manner approved in writing by the Architectural Committee (in which event such storage or operation shall not extend above the top of such screening). Such screening shall be at least six feet (6') high unless otherwise approved by the Architectural Committee. No storage tank or other storage container shall be constructed, installed or maintained on, above or below the surface of the ground on any Lot other than wholly within a Building, except with the express approval of the Architectural Committee.

(m) Vibration. All Buildings and other Structures shall be constructed and machinery and equipment installed and insulated on each Lot so that the ground vibration inherently and recurrently generated therefrom is not perceptible without instruments at any point along any of its boundaries.

(n) Smoke and Particulate Matter. No windborne dust, spray, mist, smoke or other particulate matter may be emitted (whether or not visible) on any Lot (in the course of the disposal of trash or waste materials, or otherwise) outside of any Building, other than in accordance with applicable law.

(o) Fumes, Gases and Odors. No fumes, odor, gas, vapor, acid or other substances shall be permitted to escape or be discharged from any Lot into the atmosphere if, in the opinion of the Architectural Committee, doing so may be detrimental to the comfort, health, safety or welfare of any person, or harmful to property or vegetation.

(p) Glare or Heat. Any operation upon a Lot which produces intense glare or heat shall be performed only within an enclosed or screened area, and then only in such manner that the glare or heat emitted will not be discernible from any of its boundaries.

(q) Noxious or Offensive Activities. No noxious or offensive activity shall be done or carried on upon any Lot, and no condition shall be maintained thereon, so as to render any Lot or portion thereof unsanitary, unsightly, unreasonably offensive or detrimental, or a nuisance, to any of the Park, or any user thereof. Without limiting the generality of the foregoing, no environmentally or otherwise hazardous chemical or other substance or thing may be manufactured, processed or kept anywhere within the Park other than in accordance with applicable law.

(r) Maintenance; Trash. The Owner of every Lot shall keep it and all improvements thereon in a safe, clean, neat and sanitary condition, shall promptly remove all snow and ice from the driveways, parking areas, sidewalks and other paved surfaces thereon, shall keep all trash and rubbish on such Lot in covered metal containers, and shall comply in all respects with all government zoning, health, fire and police requirements. Each Owner shall remove at its expense any rubbish of any character which may accumulate on such Lot. During the construction of improvements on any Lot, the Owner thereof shall keep any construction site free of unsightly accumulations of rubbish and scrap materials, and construction materials, trailers, shacks and the like employed in connection with such construction shall be kept in a neat and orderly manner.

(s) Animals. No livestock, poultry or other animals shall be kept on any Lot and no stable, hutch, barn, coop or other housing or shelter for animals or for the storage of materials shall be placed or maintained thereon unless approved by the Architectural Committee.

(t) Dirt, Dust and Waste Discharge. No dust, sweepings, dirt or cinders may be emitted from any Lot, and no liquid, solid waste or other matter or substance may be discharged onto any Lot, or from any Lot into or onto any stream, river, other body of water, other portion of the Park, or other land or body of water outside of the Park, or into the air, if either (i) such action is contrary to applicable law or (ii), in the opinion of the Architectural Committee, such emission or discharge may adversely affect the health, safety, comfort of, or intended property use by, persons within or near the Park. No waste or any substance or materials of any kind shall be discharged into any public or private sewer serving any or all of the Park, in violation of applicable law governing such discharge.

(u) Sidewalks. At the time that any Building is constructed on a Lot, the Owner shall install concrete sidewalks adjacent to all Dedicated Roadways.

7.3. Repair of Structures. Each Structure on a Lot shall at all times be kept in good order, condition and repair and adequately painted or otherwise finished.

7.4. Easements over Lots.

7.4.1. Slope and Utility Easement Area.

(a) Non-exclusive easements are hereby expressly reserved to the Developer, the Association, the County, each public utility company supplying any public utility service to any or all of the Park, and any person to whom the Developer or (after the Development Period) the Association grants a nonexclusive right to exercise any such easement by an instrument recorded among the Land Records, in, on, over and under that portion (hereinafter referred to as a "Slope and Utility Easement Area") of each Lot which is hereinafter described, for the following purposes:

(i) the erection, installation, construction and maintenance of (x) underground wires, lines and conduits and the necessary or proper attachments in connection with the transmission of electricity, telephone, community antenna television cables and other utilities and similar facilities, and (y) underground stormwater drains, land drains, public and private sewers and pipe lines for supplying gas, water and heat, and for any other public or quasi-public utility, facility or function; and

(ii) slope-control purposes (including the right to grade and plant slopes and prevent the doing of any activity which might interfere with slope ratios approved by the Association or which might create erosion or sliding problems, or change, obstruct or retard drainage flow).

(b) The Developer, the Association and their respective agents, successors and assigns shall each have the right (but not the obligation) to enter upon all parts of the Slope and Utility Easement Area of each Lot for any purpose for which such easements are reserved, and shall have the right (but not the obligation) at the time of, or after, the grading of any street or a part thereof, to enter upon any abutting Lot and grade the portion of such Lot adjacent to such street to a slope of 2 to 1 (which slope shall thereafter be maintained by the Owner of such Lot, at such Owner's expense). The Developer and the Association shall, respectively, defend, indemnify and hold harmless the Owner and each Tenant of such Lot against and from any liability, claim of liability or expense incurred by such Owner or Tenant and arising out of, respectively, the Developer's or the Association's exercise of such right of entry.

(c) The Slope and Utility Easement Areas shall, for each Lot, consist of both (i) those areas, if any, on each Lot with respect to which easements for such purposes

are shown on the Subdivision Plat therefor; and (ii) strips of land within the boundaries of such Lot which are ten feet (10') wide and contiguous and parallel to the boundary lines thereof.

7.4.2. Entrance Monument Easement Area.

(a) The Owners hereby grant, and the Developer and the Association hereby reserve, a perpetual easement over that portion of the Park listed on Exhibit D hereto and over any area of the Park hereafter designated as an "Entrance Monument Easement Area" in any instrument expanding the Park pursuant to Section 8 hereof (hereinafter collectively referred to as an "Entrance Monument Easement Area"). The Developer and Association and their respective agents, successors and assigns shall have the right to enter upon any Lot to gain access to the Entrance Monument Easement Area for the purpose of installing, maintaining, repairing and replacing monumental entrance signs and lighting fixtures associated therewith.

(b) The Association shall at its expense (i) maintain such sign in good condition and repair, and (ii) cause any lighting fixtures placed by the Developer or the Association on or near such sign for the principal purpose of lighting such sign to be lighted during all periods of darkness. Nothing in the foregoing provisions of this Section shall be deemed in any way to obligate the Developer or the Association to place any such sign or fixture at any such location. All costs in installing, maintaining, repairing and replacing such signs and lighting and all utility charges for their operation shall constitute expenses which may be included in the Assessment in accordance with Section 5.

7.5. Storm Water Management Facilities. The Developer and the Association hereby grant and convey to the Owners of the Lots, a non-exclusive perpetual easement for drainage and the flow of storm water from and over the Lots to any stormwater management pond or facility located on any Association Property. Unless and until the County or any other governmental entity undertakes to do so, the Association shall cause such pond or other facility, and any landscaped area relating to it, to be regularly maintained and kept in a state of good condition and repair. Notwithstanding the foregoing, any costs incurred by the Association with respect to stormwater management ponds or facilities located on Association Property shall be paid for through the Assessments.

7.6. Dedicated Roadways. Unless and until conveyed to or accepted by the County for public use as a roadway, the Developer and the Association hereby grant and convey to the Owners of the Lots a non-exclusive easement for pedestrian and vehicular ingress and egress by the Owners and their Tenants, agents and invitees over, across and through all paved Dedicated Roadways that are from time to time open for use. Except if and to the extent that the County or any other governmental entity undertakes the obligation to do so, the Association shall at its expense (a) maintain any and all grass or other landscaped areas located within any median, shoulder or other portion of any Dedicated Roadway, (b) operate, maintain, repair and replace any sprinkler system serving such areas, and (c) provide, maintain, repair and replace as necessary, and cause to be lighted during all periods of darkness, electrical street lighting standards at the entrances to the Park and along each Dedicated Roadway.

Section 8. Intentionally Omitted.

Section 9. Rights of Mortgagees.

9.1. Regardless of whether a Mortgagee in Possession of a Lot is the Owner thereof, (a) such Mortgagee in Possession shall have, in addition to its rights hereunder as a Mortgagee, all of the rights under the provisions of this Declaration and applicable law which would otherwise be held by such Owner, subject to the operation and effect of anything to the contrary contained in its Mortgage, and (b) the Developer, the Association, the Architectural Committee and each other Owner or person shall be entitled, in any matter arising under the

provisions of this Declaration and involving the exercise of such rights, to deal with such Mortgagee in Possession as if it were the Owner thereof.

9.2. Any Mortgagee in Possession of a Lot shall (subject to the operation and effect of the provisions of this Declaration and applicable law) bear all of the obligations under the provisions thereof which are borne by the Owner thereof; provided, that nothing in the foregoing provisions of this Section shall be deemed in any way to relieve any Owner of any such obligation, or of any liability to such Mortgagee in Possession on account of any failure by such Owner to satisfy any of the same.

9.3. No violation of any provision of this Declaration shall affect or render invalid the lien of any Mortgage made in good faith and for value upon any portion of the Park. Other than an Assessment Lien (the priority of which shall be governed by the provisions of Section 5), no lien created hereunder shall be superior to any such Mortgage, unless a suit seeking to establish or enforce such lien is filed in the Circuit Court for the said County or in the United States District Court for the District of Maryland before the recordation of such Mortgage among the Land Records; provided, that any purchaser at any trustees', mortgagees' or foreclosure sale shall be bound by and subject to the provisions of this Declaration as fully as is the Owner of any other portion of the Park.

Section 10. General.

10.1. Effectiveness. This Declaration shall become effective on and only on its having been executed and acknowledged by the Developer, and recorded among the Land Records.

10.2. Assignment. The Developer shall be entitled at any time to assign to any person any or all of its right, title and interest hereunder by an instrument which makes specific reference to this Section, and is executed by the Developer and such assignee and recorded among the Land Records. The Developer shall promptly give written notice to the Association of any exercise of such right by the Developer. The Developer may from time to time hereafter permit any right or obligation which it then holds under the provisions of this Declaration to be exercised or performed on its behalf by any of its officers, directors, employees or agents.

10.3. Amendment and Termination.

10.3.1. Except as is otherwise provided in this Declaration, this Declaration may be amended or terminated by and only by an instrument which is recorded among the Land Records after being executed

(a) (if such amendment or termination is to become effective during the Development Period) by both the Developer and the Owners (which may include the Developer if it is an Owner) of at least eighty percent (80%) in number of the Lots and by the Mortgagees of the Lots whose Owners have so executed, or

(b) (if such amendment or termination is to become effective after the Development Period but before the twenty-fifth (25th) anniversary of the date hereof) by the Owners (which may include the Developer if it is an Owner) of at least eighty percent (80%) in number of the Lots and by the Mortgagees of the Lots whose Owners have so executed, or

(c) (if such amendment or termination is to become effective on or after the said twenty-fifth (25th) anniversary) by the Owners (which may include the Developer if it is an Owner) of at least sixty percent (60%) in number of the Lots and by the Mortgagees of the Lots whose Owners have so executed.

10.3.2. Unless terminated pursuant to the foregoing provisions of this Section, this Declaration, as amended from time to time, shall remain in full force and effect (a) until

the twenty-fifth (25th) anniversary of the date hereof, and (b) thereafter until there is recorded among the Land Records an instrument executed on behalf of by the Owners (which may include the Developer if it is an Owner) of at least sixty percent (60%) in number of the Lots and by the Mortgagees of the Lots whose Owners have so executed, which, expressly terminates the operation and effect of this Declaration as of a date specified in the provisions of such instrument, in which event such termination shall be effective as of such date.

10.3.3. Anything contained in the provisions of this Declaration to the contrary notwithstanding, the Developer may, without obtaining the consent thereof of any Owner or other person, amend this Declaration if and only if such amendment is (in the Developer's reasonable opinion) necessary to correct obvious typographical or mathematical errors therein.

10.3.4. Nothing in the provisions of this Declaration shall be deemed in any way to prohibit or restrict the Owner of any Lot from subjecting the title to, or any interest in, such Lot to the operation and effect of additional or supplemental covenants, easements, charges and liens, but all of the same shall be subject to the operation and effect of the provisions of this Declaration.

10.4. Waiver. Neither the Developer nor any Owner nor the Association nor the Architectural Committee shall 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 Developer, any Owner, the Association, or the Architectural Committee in exercising any such right shall be deemed to be a waiver of the exercise thereof). No such waiver made in any instance involving the exercise of any such right shall be deemed a waiver as to any other instance involving the exercise thereof, or as to any other such right.

10.5. Applicable Law.

10.5.1. This Declaration shall be given effect and construed by application of the law of Maryland, and any action or proceeding arising hereunder shall be brought in the courts of Maryland; provided, that if any such action or proceeding arises under the Constitution, law or treaties of the United States of America, or if there is a diversity of citizenship between the parties thereto, so that it is to be brought in a United States District Court, it shall be brought in the United States District Court for the District of Maryland or any successor federal court having original jurisdiction.

10.5.2. Nothing in the provisions of this Declaration, and no approval given or other action taken by the Architectural Committee, shall be deemed in any way to alter or impair (a) the operation and effect with respect to any Owner or other person, or any portion of the Park, of the Zoning Ordinance or any other applicable law or regulations, as from time to time amended, or (b) the duty of any Owner or other person to comply therewith in any respect.

10.6. Headings. The headings of the sections and subsections hereof are provided herein for and only for convenience of reference, and shall not be considered in construing their contents.

10.7. Severability. No determination by any court, governmental or administrative body or otherwise that any provision of this Declaration or any amendment thereof is invalid or unenforceable in any instance shall affect the validity or enforceability of (a) any other provision thereof, or (b) such provision in any instance which is not controlled by such determination. Each such provision shall be valid and enforceable to the fullest extent allowed by, and shall be construed wherever possible as being consistent with, applicable law.

10.8. Construction. All references made herein (a) in the neuter, masculine or feminine genders shall be deemed to have been made in all such genders; (b) in the singular or plural number shall be deemed to have been made, respectively, in the plural or singular number as well; and (c) to any Section, subsection, paragraph or subparagraph shall, unless

therein expressly indicated to the contrary, be deemed to have been made to such Section, subsection, paragraph or subparagraph of this Declaration.

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10.9. Exhibits. Each writing or plat which is referred to herein as being attached hereto as an exhibit or is otherwise designated herein as an exhibit hereto is hereby made a part hereof.

10.10. General Plan of Development.

10.10.1. The provisions of this Declaration shall conclusively be deemed to be part of a general plan or scheme of development and use for the Park and, as such, to be covenants running with, binding upon, benefitting and burdening the respective titles to each Lot, Dedicated Roadway and other portion of the Park.

10.10.2. If any Owner, Tenant or other person fails to comply with any of such provisions, such failure shall give rise to a cause of action for the recovery of damages, injunctive relief, or both, in any or all of the Developer, the Association and each Owner, and their respective heirs, personal representatives, successors and assigns.

10.10.3. Both the Developer, by conveying to any person the title to a Lot or leasing any or all of a Lot to any person, and such person, by accepting such conveyance or lease, shall be deemed thereby to have agreed with each other and with the Association and each other Owner to be bound by the provisions of this Declaration. Without limiting the operation and effect of the foregoing provisions of this Section, such failure shall entitle the Developer or the Association, in addition to all other remedies, to enter upon the land as to which such violation exists and summarily to abate and remove any Structure or thing or correct any condition that may constitute such violation, at the expense of the Owner thereof, which expense shall be a lien on such land and shall be enforceable against such Owner and such land at law and in equity; provided, that no such entry shall be made unless such violation is not remedied and corrected within thirty (30) days after the Developer gives written notice of such violation to the Owner, user or occupant of such land.

10.10.4. Each person who, together with one or more other persons, is an Owner or a Tenant shall be jointly and severally liable with all other persons comprising such Owner or such Tenant, as the case may be, for adhering to the terms and satisfying the conditions hereof.

10.11. Notices.

10.11.1. Any notice, demand, consent, approval, request or other communication or document which is to be provided hereunder to any person shall be in writing, and (a) shall be deemed to have been provided (x) three (3) business days after having been deposited as certified or registered mail in the United States mails, postage pre-paid, return receipt requested or (y) one (1) business day after having been deposited with a reputable overnight delivery service, and addressed to the following address (hereinafter referred to as such person's "Notice Address"): (i) if the addressee is the Developer, to the Developer's address which is set forth hereinabove or to such other address in the United States of America as the Developer may designate from time to time by notice to the Association, with a copy to the Developer's attorney, James C. Oliver, Esquire, Lenrow, Kohn & Oliver 7 St. Paul Street Baltimore, Maryland 21202, or (ii) if the addressee is the Association or the Architectural Committee, to the address of the Association's resident agent as set forth in the Articles of Incorporation, or to such other address in the United States of America as the Association may designate from time to time by notice to the Owners, or (iii) if the addressee is an Owner (other than the Developer), or a Mortgagee who has notified the Association of its status as such and furnished the Association with its address in the United States of America, to such person's said address, and (iv) if the addressee either (1) has not so notified the Association and furnished it with its address, as aforesaid, or (2) is 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's Lot or to such person, or (b) shall be deemed to have been provided upon actual hand or other delivery to such person.

10.11.2. Anything contained in the provisions of this Declaration to the contrary notwithstanding, unless an Owner or a Mortgagee has notified the Association of its status as such and furnished the Association with its Notice Address in accordance with the provisions of the Articles of Incorporation or the By-laws, such person shall have no right under the provisions thereof or of this Declaration (a) to be given any notice, demand, consent, approval, request or other communication or document by the Association, (b) to participate in the consideration of or cast any vote on any question voted upon by the Association's membership, or (c) otherwise to be recognized as such by the Association or any Owner.

10.12. Conflict or Ambiguity; Construction. If any discrepancy, conflict or ambiguity exists as to any matter set forth in the provisions of this Declaration, it shall be resolved and determined by (a) the Developer, during the Development Period, and (b) the Association after the Development Period, in each case acting in its sole discretion. During the Development Period the Developer, and thereafter the Association, shall have the right to 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 persons or property benefitted or bound by the provisions hereof.

10.13. Rules and Regulations. The Association may adopt reasonable rules and regulations (herein referred to as "Rules and Regulations") regarding the administration, interpretation and enforcement of the provisions of this Declaration. In adopting such Rules and Regulations, making any finding, determination, ruling or order, or carrying out any directive contained herein relating to the issuance of permits, authorizations, approvals, or Rules or Regulations, the Association shall take into consideration the best interests of the Owners and of the Park to the end that the Park shall be preserved and maintained as a first-class business park.

10.14. Waiver of Reversionary Right. The provisions of this Declaration shall not be construed as conditions subsequent, or as creating a possibility or reverter, and no provision hereof shall be deemed to vest in the Developer, the Association or any other person any reversionary right with respect to any Lot or other portion of the Park, and any such reversionary right is hereby waived.

IN WITNESS WHEREOF, the Developer has caused this Declaration to be executed on its behalf by its duly authorized representatives, the day and year first above written.

WITNESS:

MARYLAND ECONOMIC DEVELOPMENT CORPORATION

[Signature]

By: [Signature]

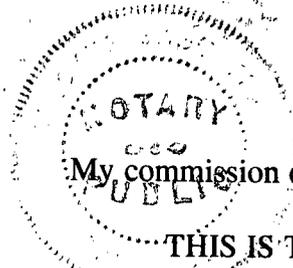
Name: Robert C. Brennan
Title: Executive Director

STATE OF Maryland : COUNTY OF Baltimore : TO WIT:

I HEREBY CERTIFY that on this 21 day of September, 2006, before me, the subscriber, a Notary Public for the state and county aforesaid, personally appeared Robert C. Brennan, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he is the Executive Director of MARYLAND ECONOMIC DEVELOPMENT CORPORATION, a body politic and corporate and an instrumentality of the State of Maryland, and the entity named in such instrument as "the Developer"; that he has been duly authorized to execute, and has executed, such instrument on its behalf for the purposes therein set forth; and that the same is its act and deed.

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

[Signature]
Notary Public



My commission expires on 3/1/2007.

THIS IS TO CERTIFY that this instrument was prepared by James C. Oliver, an attorney duly admitted to practice before the Court of Appeals of Maryland.

[Signature]
James C. Oliver

PATUXENT BUSINESS PARK

DECLARATION OF COVENANTS, EASEMENTS, CHARGES AND LIENSEXHIBIT ADescription of Initial Parcel

ALL OF THAT PARCEL OF LAND in Calvert County, Maryland, described as follows:

First Election District, Calvert County, Maryland

Beginning at a point marked by an iron rod set on the westerly right-of-way lines of Maryland Route 765, a 60-foot right-of-way, said point being the southeasterly corner of that parcel of land now or formerly owned by John E. Humphreys and Clarence Thacker as recorded in Liber J.L.B. 130 Folio 81 among the land records of Calvert County, Maryland, said parcel now reportedly owned by the Maryland State Highway Administration, said point also being the northeasterly corner of this tract herein described, thence, leaving the lands of Maryland State Highway Administration and running with the westerly right-of-way line of Maryland Route 765,

- 1) 448.05 feet along the arc of a curve to the right having a radius of 1968.69 feet, a chord bearing of S 09-23-38 E, and a chord distance of 447.09 feet to an iron rod set, thence,
- 2) S 02-52-45 E 1546.60 feet to an iron rod set, thence,
- 3) 648.98 feet along the arc of a curve to the right having a radius of 1968.69 feet, a chord bearing of S 06-36-06 W, and a chord distance of 646.05 feet to an iron pipe found at the northeasterly corner of that parcel of land now or formerly owned by William Riddick, Raymond A. Riddick, and Kenneth L. Riddick as recorded in Liber 427 Folio 369 among the aforesaid land records, thence, leaving the right-of-way of Maryland Route 765 and running with the lands of Riddick,
- 4) S 88-03-16 W 386.04 feet to an iron pipe found at the northeasterly corner of that parcel of land now or formerly owned by Carl C. Matson as recorded in Liber 840 Folio 613 among the aforesaid land records, thence, leaving the lands of Riddick and running with the lands of Matson and the lands of Sam O. Willett and Mary G. Willett, as recorded in Liber J.L.B. 36 Folio 539 among the aforesaid land records,
- 5) S 87-05-59 W 210.73 feet to an iron rod found at the northeasterly corner of that tract of land now or formerly owned by the Board of County Commissioners of Calvert County, Maryland, as recorded in Liber ABE 321 Folio 576 among the aforesaid land records, thence, leaving the lands of Willett and running with the lands of the Board of County Commissioners of Calvert County, Maryland,
- 6) S 87-05-59 W 935.74 feet to an iron rod set, thence,
- 7) N 02-58-22 W 1080.71 feet to an iron rod set on the easterly right-of-way lines of Maryland Route 2 and 4, a variable width right-of-way as shown on Maryland State Highway Plat No. 47967 and 47152, thence, leaving the lands of the Board of County Commissioners of Calvert County, Maryland, and running with the right-of-way lines of Maryland Route 2 and 4.
- 8) N 21-05-51 E 473.87 feet to an iron rod set, thence,

- 9) N 06-19-30 E 260.45 feet to an iron rod set, thence,
- 10) N 17-35-21 W 173.70 feet to an iron rod set, thence,
- 11) N 29-20-33 E 220.59 feet to a point set, thence,
- 12) N 21-05-21 W 173.70 feet to an iron rod set, thence,
- 13) N 25-50-35 E 220.59 feet to an iron rod set, thence,
- 14) N 02-00-08 E 151.70 feet to an iron rod set at the southwesterly corner of that parcel of land now or formerly owned by Sonja B. Ritchie as recorded in Liber 374 Folio 509 among the aforesaid land records, thence, leaving the right-of-way lines of Maryland Route 2 and 4 and running with the lands of Ritchie
- 15) N 87-43-30 E 1072.10 feet to an iron pipe found at the southwesterly corner of the aforesaid Maryland State Highway Administration parcel, thence, leaving the lands of Ritchie and running with the lands of the Maryland State Highway Administration,
- 16) N 87-43-30 E 146.48 feet to the point of beginning. Containing 90.608 Acres of land, more or less.

Subject to any and all rights-of-ways and/or easements of record.

SAVING AND EXCEPTING therefrom, however, so much thereof as by Deed dated March 27, 2002 and recorded among the Land Records of Calvert County in Liber 1902, folio 546 was granted and conveyed by Maryland Economic Development Corporation, a public corporation and instrumentality of the State of Maryland unto Board of County Commissioners of Calvert County, Maryland.

PATUXENT BUSINESS PARK

DECLARATION OF COVENANTS, EASEMENTS, CHARGES AND LIENSEXHIBIT BSchedule of Certain Prohibited Uses

1. Trailer park.
2. Used car lot.
3. Open storage of building supplies or crated or baled material (except during the period of construction of a building).
4. Junk Yard or Automobile Salvage Yard.
5. Above-ground storage of illuminating or natural gas.
6. Oil storage for wholesale purposes or for the refining of crude oil or manufacture of petroleum products.
7. Concrete or asphalt central mixing proportioning plant.
8. Ship building and ship repair yards.
9. Wood and lumber bulk processing, including sawmills, and planing mills.
10. Wood-preserving treatment plants.
11. Electricity or illuminating gas production plants and animal processing plants.
12. Carnival and/or fair.
13. Drive-in theater.
14. Farming.
15. Animal slaughtering or processing.
16. Mobile home occupancy.
17. Storage yards for lumber, bricks, masonry blocks, construction equipment, plumbing or electrical supplies.
18. Mobile home and prefabricated home sales and rentals.
19. Motor vehicle, construction equipment and farm equipment sales, repairs and service facilities.
20. School bus and recreational vehicle storage facilities.
21. Sawmills.
22. Flea markets.
23. Miniature golf courses.
24. Golf driving ranges.

25. Taxicab businesses, including facilities for dispatch and maintenance of related vehicles.
26. Sales of Christmas trees or other seasonal decorative plant materials.
27. Distillery for the production of fuel alcohol, including bulk storage thereof.
28. Adult book store.
29. Massage establishment (other than ancillary to a reducing/exercise salon or health club).
30. Amusement park.
31. Riding stable.
32. Outdoor shooting range.
33. Machine shop or blacksmith shop.
34. Cemetery or crematory.
35. Sand and gravel extractive mining or other operation involving extraction and removal of natural materials or deposits.
36. Sand and gravel wet processing.
37. Sanitary landfill.
38. Septic tank sales and service establishment.
39. Wayside stand.
40. Recycling of nonferrous metals.
41. Tobacco packing, processing and treatment.
42. With respect to petroleum, gas and related products:
 - a. breaking bulk for home consumption and portable appliances.
 - b. distribution for home consumption.
 - c. gasoline or gasohol bulk storage, except automobile filling or repair and service station.
43. Cereals, grain and spice processing.
44. Oils and fat manufacturing (edible).
45. Pickling.
46. Packaging, packing and canning food products.
47. Processing of sauces, seasonings and dressings for human consumption.
48. Smoking and curing food and kindred products for human consumption.
49. Syrups and flavor extract manufacturing.
50. Rubber and synthetic rubber manufacturing.
51. Fabrication of rubber products.

52. Recycling of rubber products.
53. Rubberizing of wearing apparel and household items.
54. Tire recapping.
55. Wholesale trade of bulk raw materials.
56. Wholesale trade of petroleum products for home distribution.

PATUXENT BUSINESS PARK

DECLARATION OF COVENANTS, EASEMENTS, CHARGES AND LIENS

EXHIBIT C

INTENTIONALLY OMITTED.

PATUXENT BUSINESS PARK

DECLARATION OF COVENANTS, EASEMENTS, CHARGES AND LIENS

EXHIBIT D

Description of Entrance Monument Easement Area

FOR'S CERTIFICATION

I SHOW HEREON IS CORRECT, THAT IT IS THE SUBDIVISION OF GEORGE R. HIPPLE BY GEORGE R. SPARLING, HIS ATTORNEY-AT-LAW, DEVELOPMENT CORPORATION BY DEED DATED DECEMBER 20, 1968, RECORDS OF CALVERT COUNTY, MARYLAND IN LIBER K.P.S.

ALL PIPES HAVE BEEN SET AS REQUIRED BY ARTICLE VIII, SECTIONS AND ARTICLE 21, 3-108, ANNOTATED CODE OF MARYLAND

REGISTERED SURVEYOR
[Signature]

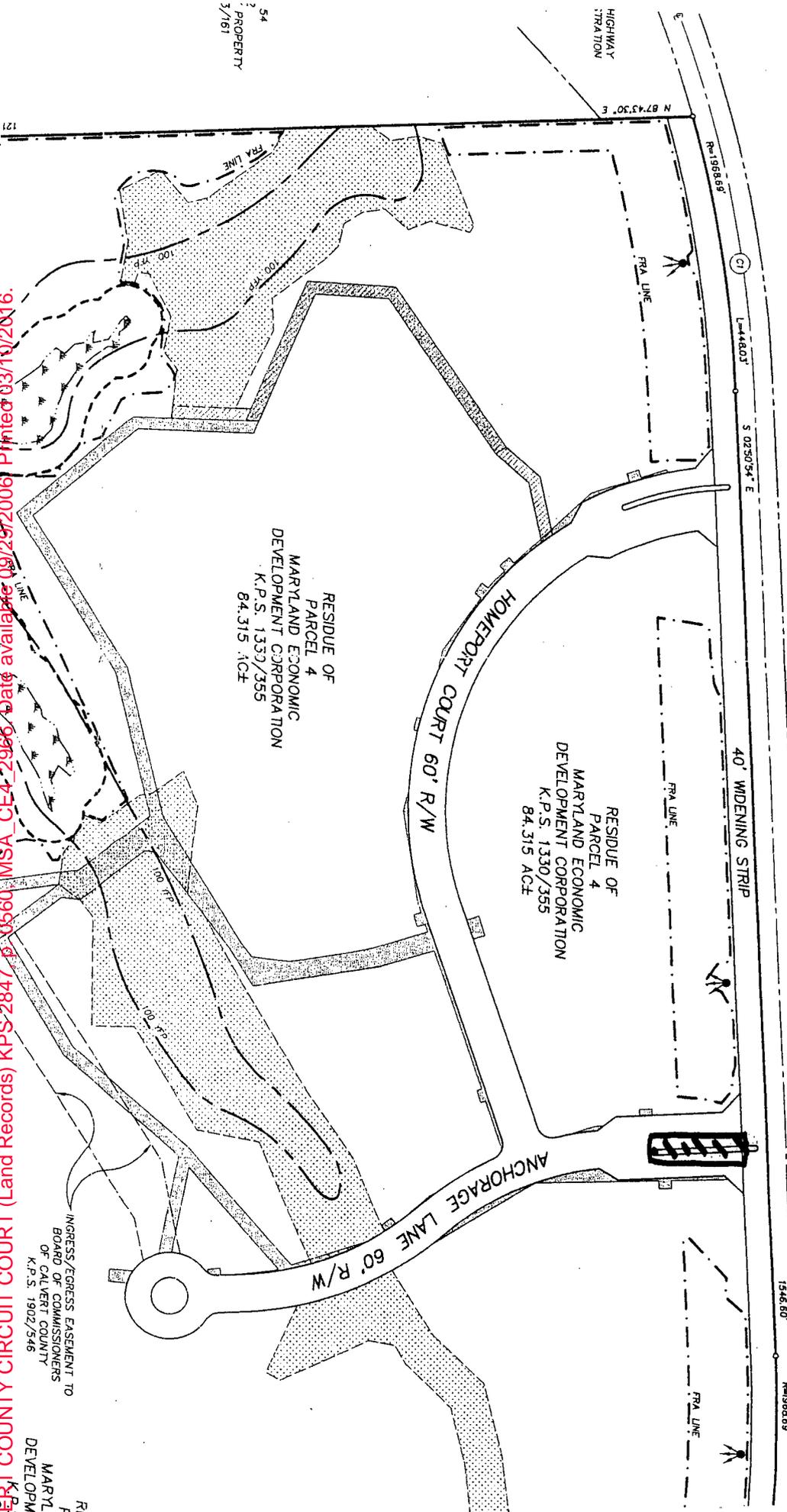
MAY 27 2005
DATE

APPROVED FOR RECORDING
FOR THE PLANNING COMMISSION

[Signature]
GREGORY A. BOWEN
SECRETARY

= Entrance Monument
Easement Area

MARYLAND ROUTE 765
60' R/W



54
PROPERTY
3/1/61

CALVERT COUNTY CIRCUIT COURT (Land Records) KPS-2847-005660 MSA_CE4-2966 Date available 09/29/2006 Printed 03/10/2016

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RE
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MARYLA
DEVELOPME
K.P.S.
84.

State of Maryland Land Instrument Intake Sheet

Baltimore City County: CALVERT

Information provided is for the use of the Clerk's Office, State Department of Assessments and Taxation, and County Finance Office Only. (Type or Print in Black Ink Only--All Copies Must Be Legible)

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Form with sections 1-11: Type(s) of Instruments, Conveyance Type, Tax Exemptions, Consideration and Tax Calculations, Fees, Description of Property, Transferred From, Transferred To, Other Names to Be Indexed, Contact/Mail Information, and Assessment Information.

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