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DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS

"MARLEY RUN"

THIS DECLARATION, dated JULY 7th, 1992, by J & H LIMITED PARTNERSHIP, a Maryland limited partnership, and MARLEY RUN LIMITED PARTNERSHIP, a Maryland limited partnership (hereinafter referred to as the "Declarant").

RECITALS

A. J & H Limited Partnership is the owner of a tract of land in the Second Election District of Calvert County, Maryland, containing 443.208 acres, more or less; said tract (hereinafter sometimes referred to as the "Entire Tract") being more particularly described in a Deed from Robert Page Jett, et al, to J & H Limited Partnership, dated December 01, 1988, and recorded in Liber ABE No. 459, folio 480, one of the Land Records of Calvert County, Maryland.

B. The Declarant has an interest in said Entire Tract as contract purchaser thereof and as such intends to subdivide and develop all or portions of said Entire Tract into one or more residential subdivisions which, collectively, shall be known as "Marley Run". Those portions of the Entire Tract which have already been so subdivided and are intended to be bound by and subject to this Declaration (hereinafter referred to as the "Property") are shown, described and depicted on the following subdivision plats:

Plats entitled "Replatting - Plat One-Phase One - Marley Run", "Plat Two-Phase One - Marley Run", "Plat Three-Phase One - Marley Run", "Plat Four-Phase One - Marley Run", "Plat Five-Phase One - Marley Run", "Plat Six-Phase One - Marley Run", "Plat Seven-Phase One - Marley Run", and "Plat Eight-Phase One - Marley Run", which plats are recorded respectively among the Plat Records of Calvert County, Maryland in Liber ABE No. 63, folio 004, Liber ABE No. 4, folio 005, Liber ABE No. 4, folio 006, Liber ABE No. 4, folio 006, Liber ABE No. 4, folio 007, Liber ABE No. 4, folio 008, Liber ABE No. 4, folio 009, Liber ABE No. 4, folio 010, and Liber ABE No. 4, folio 011.

C. Although J & H LIMITED PARTNERSHIP and/or the Declarant shall have the absolute right to subdivide other areas

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of the Entire Tract, from time to time as hereinafter provided, and to incorporate such other subdivided areas into the Marley Run Subdivision, they shall be under no obligation to do so. Notwithstanding the foregoing, the following areas of the Entire Tract are not intended to be developed as residential lots, are not intended to be bound by or subject to this Declaration, and are not intended to be a part of the Marley Run Subdivision:

Parcel One: All that land containing 13.8329 acres, more or less, and designated "Public Recreation Area" on a plat entitled "Plat One-Phase Two - Marley Run", which plat is recorded in Liber ABE No. 4, folio 64, one of the Plat Records of Calvert County, Maryland.

Parcel Two: All that land containing 17.1910 acres, more or less, and designated "Church Outlot" on a plat entitled "Plat Nine-Phase One - Marley Run", which plat is recorded in Liber ABE No. 4, folio 65, one of the Plat Records of Calvert County, Maryland.

D. J & H Limited Partnership and the Declarant desire to subject the Property and the residential building sites located therein (the "Lots"), to the covenants, conditions and restrictions set forth below which are for the purpose of protecting the value and desirability of the Property and the Lots, and are for the purpose of distributing among the Lot Owners the cost of maintaining and operating the Common Areas located within the Property, and any improvements constructed thereon.

ARTICLE I

DEFINITIONS

A. "Association" means Marley Run Homeowners Association, Inc.

B. "Common Area" or "Common Areas" refer to those areas of land designated on the Record Plats of Marley Run Subdivision as "Recreation Area", "Common Area" or "Open Space" and intended to be owned by the Association and devoted to the common use and enjoyment of the Owners of the Lots. "Common Area" or "Common Areas" specifically includes those areas which are designated as "Recreation Area", "Common Area", "Open Space" or "Sign Easement" (to the extent of an easement for sign construction and maintenance) on the Subdivision of Plats enumerated in paragraph B of the Recitals to this Declaration.

Additional Common Areas may be added to and incorporated in the Marley Run Subdivision in accordance with Article II of this Declaration. "Common Area" or "Common Areas" also includes those areas of land shown and designated as "Sign Easement" on a plat entitled "Replating - Plat One-Phase One - Marley Run", which plat is recorded in Liber ABE No. 4, folio 64, one of the Plat Records of Calvert County, Maryland. Said areas of the Property, which are located at the entrance of Marley Run,

shall be deemed Common Areas to the extent of an easement for the purpose of constructing and maintaining subdivision entrance signs thereon.

C. "Declarant" means MARLEY RUN LIMITED PARTNERSHIP and any successors or assigns thereof to whom it shall convey or otherwise transfer all of the rights, title and interest in the Property then owned by it, and/or to whom it shall expressly transfer, and assign all of its rights, title and interest under this Declaration, or any amendment or modification hereto.

D. "Lot" or "Lots" refers to the residential estate sites or building lots (shown on the Record Plats of Marley Run Subdivision), or portions thereof, on which a residential dwelling may be erected in conformance with the provisions of this Declaration.

The total number of Lots in the Marley Run Subdivision may be increased from time to time pursuant to Article II of this Declaration.

E. "Marley Run Subdivision" refers to those portions of the Entire Tract which have been subdivided into one or more residential subdivisions, each of which has been properly subjected to this Declaration pursuant to Article II hereof, and is shown on a subdivision plat which has been recorded among the Plat Records of Calvert County, Maryland. Such subdivision plats may include Common Areas, Lots, Streets and other amenities.

F. "Owner" or "Owners" refers to the person, or legal entity, or the combination thereof, including contract sellers, holding the record fee simple or perpetually renewable leasehold title to a Lot in the Property, as the Lot is now or may from time to time be created or established. If more than one person, or other legal entity or any combination thereof, holds the record title to any Lot, all of them shall be deemed a single record owner and shall be a single member of the Association by virtue of their ownership of the Lot. The term "Owner", shall not mean any contract purchaser, or the owner of any redeemable ground rent reversion issuing out of any Lot, nor shall it include any mortgagee or other person or legal entity holding an interest in a Lot as security for the performance of an obligation. The total number of Owners may be increased from time to time pursuant to Article II of this Declaration.

G. "Property" means all of the land which is shown on the Record Plats of Marley Run Subdivision, from time to time, and intended to be subject to this Declaration. Initially the term "Property" refers to those areas of the Entire Tract which are described in paragraph B of the Recitals to this Declaration.

H. "Record Plats of Marley Run Subdivision" or "Subdivision Plats" means and refers to any subdivision plat of any portion of the Entire Tract which has: (1) been properly recorded among the Plat Records of Calvert County, Maryland, and (2) been subjected to this Declaration and incorporated as part of

the Marley Run Subdivision pursuant to Article II of this Declaration. Record Plats of Marley Run Subdivision may include, among other things, Common Areas, Lots, Streets and other amenities. Initially, the term "Record Plats of Marley Run Subdivision" refers to those subdivision plats described in paragraph B of the Recitals to this Declaration.

I. "Street" or "Streets" refers to any street, roadway, alley, walkway, path or easement on or adjacent to the Property which is intended: (1) to be conveyed to the Board of County Commissioners of Calvert County, Maryland as a public roadway, or (2) for the use and enjoyment of the Association or the Owners.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS THERETO

Section I

All of the Property which is shown on the Record Plats of Marley Run Subdivision shall be held, occupied, transferred, sold and conveyed subject to this Declaration. The Property which is initially subject to this Declaration is specifically described in paragraph B of the Recitals to this Declaration.

Section II

Additional lands may be subjected to this Declaration and incorporated in the Marley Run Subdivision in the following manners:

A. The Declarant, its successors and assigns, shall have the absolute right, for a period of twenty (20) years from the date of this Declaration, to subject to the operation and effect of this Declaration, and to incorporate as part of the Marley Run Subdivision, additional portions of the Entire Tract as more particularly described in paragraph A of the Recitals to this Declaration.

The additions authorized under this, Section II.A., shall be made by recording among the Land Records of Calvert County, Maryland a supplement or amendment to this Declaration, which need be executed only by the Declarant and the owners of such additional land to be annexed (if the Declarant is not the owner thereof); which supplemental or amended Declaration shall describe the additional land and state that it shall be subject to this Declaration. The additions authorized by this Section II.A., shall not require the approval of the Association or any Owner.

B. Upon the written approval of the Association after the Association has attained the assent of the holders of two-thirds (2/3) of the votes of each class of members present in person or by proxy at the meeting at which the vote is taken, the owner of any land who desires to subject such land to the

operation and effect of this Declaration may do so by recording among the aforesaid Land Records a supplement or amendment to this Declaration describing the additional land to be annexed and stating that it is subject to this Declaration.

C. Any such supplement or amendment to this Declaration, as provided in paragraphs A and B above, may contain such complementary additions and modifications of the covenants, conditions and restrictions contained herein as may be necessary or appropriate to reflect the different character, if any, of the added Property, provided that they are not inconsistent with this Declaration. In no event shall any supplement or amendment to this Declaration revoke, modify or add to the covenants, conditions and restrictions established by this Declaration insofar as they pertain to the Property as the same exists prior to such supplement or amendment.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section I

Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from the Ownership of the Lot.

Section II

The Association shall have two classes of voting membership:

Class A. Except for the Declarant (which shall initially be a Class B member), the Class A members shall be all the Owners of the Lots. Each Class A member shall be entitled to one vote per Lot, for each Lot owned by it, in all proceedings in which action shall be taken by members of the Association.

Class B. The Class B member shall be the Declarant. The Class B member shall be entitled to three (3) votes per Lot for each Lot owned by it, in all proceedings in which action shall be taken by members of the Association.

The vote of any Class A member comprised of two or more persons, or other legal entities, or any other combination thereof, shall be cast in the manner provided for in the Articles of Incorporation of the Association, or as the several constituents may determine, but in no event shall all such constituents cast more than one vote per Lot for each Lot owned by them.

The Class B membership in the Association shall cease and be converted to Class A membership in the Association on the fifteenth anniversary of the date of this Declaration or at such

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earlier time as the total number of votes entitled to be cast by Class A members of the Association equals or exceeds the total number of votes entitled to be cast by the Class B members of the Association.

ARTICLE IV

COMMON AREAS

Section I

The Declarant shall grant and convey the Common Areas to the Association, and the latter shall take and accept same from the Declarant not later than the date on which the fifth (5th) Lot shown on the Record Plats of Marley Run Subdivision is conveyed to an Owner. All Common Areas which are added to Marley Run Subdivision pursuant to Article II of this Declaration shall be conveyed to the Association within ninety (90) days after the formal annexation thereof as part of the Property has occurred and the supplemental or amended Declaration has been recorded pursuant to Article II hereof.

The Association shall hold the Common Areas conveyed to it subject to the following:

(a) The reservation, to the Declarant, its successors and assigns, to the beds, in fee, of all Streets shown on the Subdivision Plats which include any part of the Common Areas so conveyed.

(b) The reservation to the Declarant, its successors and assigns, of the right to lay, install, construct and maintain, on, over, under or in any portion of any Common Area, pipes, drains, main conduits, lines and other facilities for water, storm sewer, sanitary sewer, gas, electric, telephone and other public utilities or quasi-public utilities deemed necessary or advisable to provide adequate service to any Lot now or hereafter laid out or established on the Property, or the area in which the same is located, together with the right and privilege of entering upon the Common Areas for such purposes and making openings and excavations therein.

(c) The reservation to the Declarant, its successors and assigns, of the right to enter upon any Common Area conveyed to the Association for the purpose of constructing or completing the construction of improvements on and the landscaping of the Common Areas.

(d) The reservation to the Declarant, its successors and assigns, of the right to continue to use and maintain any storm water management ponds and any sediment control ponds or facilities located on any Common Area conveyed to the Association.

Section II

The Common Areas conveyed to the Association shall be deemed property and facilities for the use, benefit and enjoyment, in common, of each Owner. Except as otherwise permitted by the provisions of this Declaration, no structure or improvement of any kind shall be erected, placed or maintained on any Common Area except: (i) structures or improvements designed exclusively for community use, including, without limiting the generality of the foregoing, shelters, benches, chairs or other seating facilities, community signs, fences and walls, walkways, roadways and playground equipment; and (ii) drainage, storm water and utility systems and structures. The Common Areas may be graded, and trees, shrubs or other plants may be placed and maintained thereon for the use, comfort and enjoyment of the Owners, or the establishment, retention or preservation of the natural growth or topography of the Common Areas, or for aesthetic reasons. No portion of any Common Area may be used exclusively by any Owner for personal gardens, storage facilities or other private uses without the prior written approval of the Association.

Section III

No noxious or offensive activity shall be carried on upon any Common Area nor shall anything be done thereon which will become an annoyance or nuisance to the neighborhood.

Section IV

The Association shall improve, develop, supervise, manage, operate, examine, inspect, care for, repair, replace, restore and maintain the Common Areas as from time to time improved, together with any items of personal property placed or installed thereon, all at its own cost and expense.

Section V

The right of each Owner to use the Common Areas shall be subject to the terms, conditions and provisions as set forth in this Declaration and, to any rule or regulation now or hereafter adopted by the Association for the safety, care, maintenance, good order and cleanliness of the Common Areas. All such terms, conditions, provisions, rules and regulations shall inure to the benefit of and be enforceable by the Association and the Declarant, or either of them, their respective successors and assigns, against any Owner, or any other person, violating or attempting to violate the same, either by an action at law for damages or a suit to enjoin the breach or violation, or to enforce the performance of any term, condition, provision, rule or regulation. The Association and the Declarant shall each have the right, summarily, to abate and remove any breach or violation by any Owner at the cost and the expense of the Owner.

ARTICLE V

PROPERTY RIGHTS IN THE COMMON AREAS

Section I

J & H Limited Partnership and the Declarant, and hereafter grant and convey the Lots, subject to the covenants, conditions and restrictions herein set forth, which are imposed upon the Lots for the benefit of the Declarant, the Association and the Owners, and their respective personal representatives, successors and assigns, to the end and intent that each Owner shall hold his Lot subject to the following:

Each Owner, in common with all other Owners, shall have the right and privilege to use and enjoy the Common Areas for the purposes for which the same were designed. This right and privilege shall be appurtenant to and pass with the title to each Lot. The right to the use and enjoyment of the Common Areas shall be subject to: (i) the right of the Association to charge reasonable admission and other fees for the use of facilities within the Common Areas; and (ii) the right of the Association to suspend the voting rights and rights to use the Common Areas by an Owner (a) for any period in which any assessment against his Lot remains unpaid, or (b) for a period not to exceed sixty (60) days for any infraction of published rules and regulations of the Association.

Section II

Any Owner may delegate, in accordance with the By-Laws of the Association, his right to the use and enjoyment of the Common Areas, and any facilities thereon, to the members of his family, his tenants or to contract purchasers who reside on his Lot.

Section III

Each Owner shall fully and faithfully comply with the rules, regulations and restrictions applicable to the use of the Common Areas, as such rules, regulations and restrictions are from time to time adopted by the Association for the safety, care, maintenance, good order and cleanliness of the Common Areas. Each Owner shall comply with the covenants, agreements and restrictions imposed by this Declaration on the use and enjoyment of the Common Areas.

Section IV

The rights, privileges and easements of the Owners are at all times subject to the right of the Association to dedicate or transfer all or any part of any Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed upon by the Association; provided, however, that no such dedication or transfer shall be effective unless approved by three-fourths (3/4) vote of each class of

members of the Association voting in person or by proxy at a meeting called for such purpose, and the same shall have been consented to by the agency, authority or utility accepting the dedication or transfer.

ARTICLE VI

COVENANT FOR ASSESSMENT

Section I

The Declarant, for each Lot owned by it within the Property, hereby covenants, and each Owner, by acceptance of a deed hereafter conveying any such Lot to him, whether or not so expressed in the deed or other conveyance, shall be deemed to have covenanted and agreed to pay the Association (i) annual assessments or charges; and (ii) special assessments or charges for capital improvements; such annual and special assessments and charges to be established and collected as hereinafter provided. The Annual and special assessments or charges, together with interest at the rate of twelve percent (12%) per annum accruing from their due date until payment is made, and the costs of collection thereof and reasonable attorneys' fees, shall be a charge on, and a continuing lien upon each Lot against which an assessment is made. Each assessment or charge, together with interest at the rate of twelve percent (12%) per annum accruing as aforesaid, and costs and reasonable attorneys' fees incurred or expended by the Association in the collection thereof, shall also be the personal obligation of the Owner of the Lot. The personal obligation for any delinquent assessment or charge, together with interest, costs and reasonable attorneys' fees, however, shall not pass to the Owner's successors in title, unless expressly assumed by them.

Section II

The assessments and charges levied by the Association shall be used exclusively for promoting the recreation, health, safety and welfare of the residents of the Property, and in particular for the improvement, operation and maintenance of the Common Areas, including, but not limited to, the payment of taxes and insurance with respect thereto; for the maintenance of an appropriate subdivision entrance sign at the entrance of Marley Run; and for the maintenance of storm water management structures and facilities on the Property in accordance with Article VIII, Section IV of this Declaration.

Section III

Until December 31st of the year in which the Common Areas are conveyed to the Association, the annual assessment shall be \$100.00 per Lot which shall be the maximum assessment for that year. Thereafter, the maximum permissible annual assessment shall increase each year by five percent (5%) of the maximum permissible annual assessment for the previous year without the necessity of

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a vote of the membership of the Association. The maximum permissible annual assessment may be increased above the five percent (5%) limitation specified in the preceding sentence only by a vote of two-thirds (2/3) of each class of members of the Association, voting in person or by proxy, at a meeting called for such purpose.

The Board of Directors of the Association may fix the annual assessment against each Lot at any amount not in excess of the maximum permissible annual assessment applicable for that year without the necessity of a vote of the membership of the Association.

Notwithstanding anything elsewhere set forth herein, the annual assessments or charges made or levied against any Lot of which the Declarant is the Owner on January 1st of the year to which the assessment pertains, shall equal fifteen percent (15%) of the annual assessment or charge made or levied against any other Lot in the Property, it being intended that the Declarant shall not pay more than fifteen percent (15%) of the per-Lot annual assessment established by the Association under this section.

Section IV

In addition to the annual assessments authorized above, the Board of Directors of the Association may levy in any year, a special assessment, applicable for that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement located on any Common Area, including fixtures and personal property related thereto, provided that such assessment shall first be approved by two-thirds (2/3) of the votes of each class of the members of the Association, voting in person or by proxy at a meeting called for such purpose.

Section V

Except as provided for in Section III of this Article, and in Section VII of this Article, annual assessments must be fixed at a uniform rate for all Lots.

Section VI

Written notice of any meetings of members of the Association called for the purpose of taking any action authorized under Sections III or IV of this Article shall be sent to all members not less than thirty (30) days, nor more than sixty (60) days, in advance of the meeting. At such meeting, the presence of members, or of proxies, entitled to cast seventy-five (75%) percent of all of the votes of each class of members entitled to be cast at the meeting shall be necessary and sufficient to constitute a quorum.

Section VII

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The annual assessments shall commence on the first day of the month following the conveyance of the Common Areas to the Association. The first annual assessment shall be made for the balance of the calendar year and shall become due and payable on the date fixed for the commencement thereof. The amount of the assessment for the first year shall be an amount which bears the same relationship to the annual assessment provided for in the first sentence of Section III of this Article as the remaining number of months in that calendar year bears to twelve.

The annual assessments for any year after the first year shall be on a calendar year basis and become due and payable on the first day of March of that year.

The due date for any special assessment levied under Section IV shall be fixed in the resolution authorizing the special assessment, provided, however, that such due date shall be at least 45 days after the date of such resolution.

Section VIII

The Board of Directors of the Association shall fix the date of commencement and the amount of the annual assessment against each Lot for each assessment period at least forty-five (45) days in advance of the due date for the payment thereof and shall, at that time, prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner.

If an annual or special assessment is not paid on the due date, the assessment shall be delinquent and shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, or may foreclose the lien against the Lot for such assessment, and there shall be added to the amount of such assessment the reasonable costs of preparing and filing the action, and in the event that judgment is obtained, such judgment shall include interest on the assessment as above provided and reasonable attorneys' fees to be fixed by the Court together with the costs of the action. Each Owner of a Lot shall, by accepting title thereto, be deemed to have assented to the passage of a decree for the foreclosure of any lien upon his Lot which results from his failure to pay an assessment on the due date thereof.

Section IX

The lien of the assessments provided for herein shall be subordinate to any mortgage or deed of trust hereafter placed upon the Lot subject to assessment; provided, however, that the sale or transfer of any Lot pursuant to mortgage or deed of trust foreclosure, or any proceeding in lieu thereof, shall only extinguish the lien of such assessments as to payment which become due prior to such sale or transfer. Such sale or transfer shall

not relieve the Lot from liability for any assessments which thereafter become due, nor from the lien of any such subsequent assessments.

No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his Lot.

ARTICLE VII

REPAIR, MAINTENANCE AND USE OF LOTS

Section I

No improvements of any character (referred to in this Article VII as "improvement" or "improvements") shall be erected and none begun, nor any change made in the exterior design of such improvements after the original construction has begun on any Lot, unless and until the cost, type and size thereof; materials to be used in construction; exterior color scheme; exterior lighting; plans, specifications and details thereof, and Lot plans, showing the proposed location of the dwelling, garage and driveways upon the Lot, final Lot grades and details of the driveway shall have been approved in writing by the Declarant and copies of said plans, specifications and details shall have been lodged permanently with the Declarant. Lot plans submitted to the Declarant shall have a scale of not less than 1 inch for every 20 feet; elevations shall be on a scale of not less than 1/4 inch for each foot; and floor plans, etc., shall have a scale of not less than 1/4 inch for each foot. Improvements as used herein is intended to mean the improvements of every kind and character which shall be placed upon a Lot, or in any appurtenant waterways. Plans may be disapproved by the Declarant for any reason, including purely aesthetic reasons.

Section II

The Declarant expressly reserves unto itself the sole and exclusive right to establish grades and slopes on all Lots and to fix the grade at which any dwelling or other improvement shall hereafter be erected or placed thereon so that the same shall conform to a general plan, subject only to compliance with the regulations of public authorities having control thereof.

(a) It shall be the responsibility of all Lot Owners to control their own storm water.

Section III

No residential structure shall be erected or placed on any Lot which does not include a garage under such dwelling or a closed garage attached to such dwelling or connected thereto by a breezeway.

(a) The exterior of every structure or improvement which has been approved by the Declarant for erection or placement on a Lot must be completed within one (1) year of the date on which the construction thereof commenced. In the event that construction of an improvement is not commenced within six (6) months after approval of the plans and specifications therefor by the Declarant, such plans and specifications shall be resubmitted for approval and shall be subject to complete reconsideration by the Declarant.

Section IV

No tree lying outside of the approved building and driveway areas on a Lot having a diameter of more than four inches measured two feet above ground level shall be removed without the approval of the Declarant.

(a) All Lots, before any approved improvements are completed, must contain at least four flowering trees; either Dogwood, Bradford Pear, Cherry, or a combination thereof.

Section V

No offensive trade or activity shall be carried on upon any Lot, nor shall anything be done thereon, which may be or become an annoyance or nuisance to the neighborhood. There is to be no work on, dismantling of or repairing of any type of vehicle in front of any dwelling located on any Lot.

Section VI

No tent, temporary structure or construction trailer of any kind may be erected on or moved to any Lot without the prior written approval of the Declarant, except a contractor's shed or trailer which is to be used only during the construction of the permanent improvements upon the Lot, and such contractor's shed or trailer shall be removed upon the completion of such permanent improvements.

(a) No house trailers, trucks exceeding 3/4 ton capacity, recreation vehicles, boats, horse or other type of trailers, or any vehicles with commercial advertising on them are to be visible from any Street or from any house; it being the intention of the Declarant that all such types of vehicles are to be located in areas that are properly screened from public view.

Section VII

No sign of any kind, except one professionally-made sign of not more than one (1) square foot shall be displayed to public view on any Lot without the prior written approval of the Declarant, and any such sign shall only contain the name of the occupants of the residence and/or the name of the residence.

(a) All mailboxes to be placed on a Lot or on the Property must be approved by the Declarant.

Section VIII

No basement, garage, outbuilding or other accessory structure, other than attractive, well-built servants' quarters, may be erected on a Lot at any time to be used for human habitation, temporarily or permanently; nor shall any structure of a temporary character to be used for human habitation.

Section IX

No main residential structure shall be permitted on any Lot closer to the boundary thereof than the minimum building restriction line as established by the Subdivision Plats.

Section X

No exterior lighting or sound shall be directed outside the boundaries of any Lot.

Section XI

All television antennae shall be located within the interior of a dwelling unless hardships involved make it necessary to use other locations on a Lot; in which event, the location of and the design of the antennae must be approved in writing by the Declarant prior to the installation thereof. Satellite dishes shall be permitted only on a very selective basis and only when they can be screened from the subdivision Streets and neighboring residences.

Section XII

Domestic household pets may be kept and maintained on the Lots or in structures erected thereon, provided they are not kept, bred or maintained for any commercial purpose and provided further that they are kept in such a manner as to avoid becoming a nuisance to neighbors or adjoining property owners. All such domestic animals shall be leashed or under direct adult control when not actually on the Lot where they are normally kept. No livestock or horses may be kept, maintained or bred on any Lot at any time.

Section XIII

No fill, stumps, trash, grass clippings or other refuse of any kind, shall be placed on any Lot, or any part of the Property. The Declarant, or its agents, shall have the right to enter upon any Lot to remove the same, as well as the right at all reasonable times to cut and remove any grass, weeds or undergrowth on any Lot deemed by the Declarant to be unsightly.

Section XIV

No fence or wall of any kind shall be erected, placed, maintained or permitted to remain upon a Lot, unless and until the written consent of the Declarant has been obtained therefor.

Section XV

All trash, garbage and refuse stored on any Lot shall be stored in covered containers. No clothesline, which shall be visible either from a Street or any residence on a Lot, and in particular from the subdivision Streets, shall be erected or maintained on the Property. The nature and form of any clotheslines and/or protective enclosures must be approved by the Declarant.

Section XVI

The Declarant expressly reserves for itself, its successors and assigns, a 10-foot easement along the front, rear and side lines of each and every Lot for the installation of utilities or other uses by it deemed to be necessary for the service of such Lot or any other Lot, and any walls, fences, paving, plantings or other improvements placed thereon by the Owner of the Lot on which such easement lies shall be removed, if required, by the Declarant, or its assigns, at the expense of the Owner of such Lot. Where there is located on one or more Lots or portions thereof, a single residence under a single ownership, then the 10-foot easement shall not be located along the side lines of each Lot but along the side lines of the combined Lot. This reservation includes the right to re-enter upon any easement for the purpose of locating, erecting, maintaining and constructing any drain, culvert, sanitary or storm sewer, water main, electric and telephone lines, cable television and other utilities; the Declarant specifically reserving the right to assign any and all easements hereby reserved.

Section XVII

There shall be no parking on or along any of the Streets dedicated for public use within Marley Run Subdivision.

ARTICLE VIII**GENERAL PROVISIONS****Section I**

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

Section II

The covenants and restrictions of this Declaration shall run with and bind the Property, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of five (5) years unless, prior to the expiration of the then-current term, a written instrument shall be executed by the then Owners of seventy-five (75%) of the Lots stating that this Declaration shall

expire at the end of the then-current term. This Declaration may be amended during the first twenty (20) year period by an instrument signed by the Owners of not less than ninety percent (90%) of the Lots, and thereafter by an instrument signed by the Owners of not less than seventy-five (75%) percent of the Lots. Any such amendment must be recorded among the Land Records of Calvert County, Maryland.

Section III

The foregoing covenants, conditions and restrictions shall run with and bind the Property and shall be enforceable by the Declarant (its successors and assigns) and by the owners of all or any portion of the Property. All or any part of the rights and powers (including discretionary powers and rights) reserved by or conferred upon the Declarant by this Declaration may be assigned or transferred by the Declarant to the Association, with or without the consent of the Association, at any time after the first Common Area has been conveyed to the Association in accordance with Article IV, Section I of this Declaration. Any such assignment or transfer shall be evidenced by an appropriate instrument recorded among the Land Records of Calvert County, Maryland, and upon the proper recordation thereof the Association shall thereafter have the absolute right and authority to exercise and perform all of the rights and powers so assigned and/or transferred by the Declarant and the Declarant shall thereafter be relieved of all liability with respect thereto. In the event that the Declarant's right and authority to enforce the covenants and restrictions enumerated in Article VII of this Declaration is assigned to the Association, such right and authority shall be exercised by the Association through a control committee created for such purpose, which control committee shall be composed of no less than three (3) of its members.

Section IV

Those Lots in Marley Run Subdivision which include all or a portion of a storm water management pond, a sediment control pond or any similar structure or facility, (whether or not the same is designated as a "Storm Water Management, Construction, Access and Maintenance Easement"), shall be held, owned, occupied and transferred subject to a perpetual easement in favor of the Declarant, its successors and assigns, for the purpose of constructing, reconstructing and maintaining such structures or facilities in accordance with all applicable State, County and local statutes, rules and regulations, and for the purpose of gaining access to such structures and facilities.

The Declarant shall have the absolute, unilateral right to transfer and assign unto the Association, with or without the consent of the Association, at any time after the first Common Area has been conveyed to the Association, all of its obligations and responsibilities with respect to all such storm water management structures and facilities which have been or shall be constructed on the Property. Any such assignment or transfer shall be evidenced by an appropriate instrument recorded among the

Land Records of Calvert County, Maryland, and upon the proper recordation thereof the Association shall assume all such obligations and responsibilities with respect to said storm water management structures and facilities, and the Declarant shall thereafter be relieved of all liability with respect thereto.

Section V

Any act or action to be performed (including actions involving authorizations and/or approvals) by the Declarant under or pursuant to this Declaration, whether or not discretionary on the part of the Declarant, shall be done and accomplished when performed by any officer of its general partner, Marrick Properties, Inc.

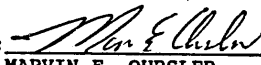
WITNESS the hands and seals of the parties hereto on the day hereinabove first written.

ATTEST:

DECLARANT:

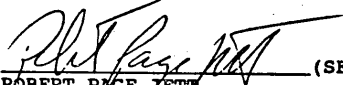
MARLEY RUN LIMITED PARTNERSHIP
BY MARRICK PROPERTIES, INC.


C. R. BAILEY, JR.
Corporate Secretary

BY:  (SEAL)
MARVIN E. OURSLER,
President

PROPERTY OWNER:

J & H PROPERTIES LIMITED PARTNERSHIP
BY LANDPOOR, INC., General Partner

BY:  (SEAL)
ROBERT PAGE JETT
President

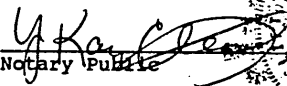
STATE OF MARYLAND, COUNTY OF Prince George's, to-wit:

I HEREBY CERTIFY, that on this 7th day of July, 1992, before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared MARVIN E. OURSLER, who acknowledged himself to be the President of MARRICK PROPERTIES, INC., General Partner of MARLEY RUN LIMITED PARTNERSHIP, the Declarant, and that he, as such officer, being authorized so to do, and executed the foregoing Declaration for the purposes therein contained by signing the name of the Corporation by himself as such officer.

WITNESS, my hand and Notarial Seal.

My Commission Expires:

3-1-96


Notary Public



b1/c:marleyru

STATE OF MARYLAND, COUNTY OF CALVERT, to-wit:

I HEREBY CERTIFY, that on this 7th day of July, 1992, before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared ROBERT PAGE JETT, who acknowledged himself to be President of LANDPOOR, INC., General Partner of J & H LIMITED PARTNERSHIP, the Property Owner, and that he, as such officer, being authorized so to do, executed the foregoing Declaration for the purposes therein contained by signing the name of the Corporation by himself as such officer.

WITNESS, my hand and Notarial Seal.

Donna L. Wade
Notary Public

My Commission Expires:
May 10, 1995

