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DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS
FOR BROOKVIEW FARMS SECTION TWO

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR BROOKVIEW FARMS SECTION TWO ("Declaration"), is made this 3rd day of September, 1994, by THE RYLAND GROUP, INC., a Maryland corporation (the "Declarant").

WITNESSETH:

WHEREAS, the Declarant is the owner of real property located in the 9th Election District of Baltimore County, Maryland (hereinafter referred to as the "Property"), which Property is depicted on those certain plats entitled, "Plat A, Section Two, BROOKVIEW FARMS", "Plat B, Section Two, BROOKVIEW FARMS", and "Plat C, Section Two, BROOKVIEW FARMS", which plats are recorded among the Land Records of Baltimore County, in Plat Book S.M. 65, folio 148, Plat Book S.M. 65, folio 149, and Plat Book S.M. 65, folio 150, respectively (hereinafter collectively referred to as the "Plat"); and

WHEREAS, the Declarant desires to subject the Property, and the lots located therein (the "Lots"), to the covenants, conditions, restrictions and easements set forth below which are for the purpose of protecting the value and desirability of the Property and the Lots.

ARTICLE I. DEFINITIONS

The following words when used in this Declaration (unless the context otherwise requires), shall have the following meanings:

1.1 "Declarant" shall mean and refer to The Ryland Group, Inc., and any successor or assign thereof to whom it shall expressly (a) convey or otherwise transfer all of its right, title and interest in the Property as an entirety, without reservation of any kind; or (b) transfer, set over and assign all of its right, title and interest under this Declaration, or any amendment or modification thereof.

1.2 "Development Period" shall mean and refer to the period that is five (5) years from the date that this Declaration is recorded among the Land Records of Baltimore County, Maryland. With respect to any land annexed to the Property by the Declarant under the provisions of Article V hereof, the "Development Period" shall mean the time that is five (5) years from the time that an amended declaration is recorded among the Land Records of Baltimore County annexing such land to the Property.

1.3 "Easement Area" shall refer to the areas described under Article IV hereof.

1.4 "Lot" shall mean and refer to any plot of land shown upon the Plat (as defined hereunder), and any additions thereto, excepting those areas dedicated and/or conveyed to Baltimore County, Maryland, and those Lots conveyed to the State of Maryland. Lot(s) shall include, but not be limited to, the Lots shown on the Plat, defined above.

1.5 "Owner" shall mean and refer to the record owner, whether

AGRICULTURAL TRANSFER TAX
NOT APPLICABLE
SIGNATURE [Signature]
DATE 9/23/94

RECEIVED FOR TRANSFER
State Department of
Assessments & Taxation
for Baltimore County
BY [Signature]
Date 9/23/94

one or more persons or entities, of a fee simple title to any Lot which is part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

1.6 "Property" shall mean and refer to all of the land shown on the Plat, and any additional land, that is hereby or may hereafter expressly be made subject to this Declaration by an instrument in writing, duly executed and recorded among the Land Records of Baltimore County.

1.7 "Structure" shall mean any thing or device the placement of which upon the Property (or any part thereof) may affect the appearance of the Property (or any part thereof) including, by way of illustration and not limitation, any building, trailer, garage, porch, deck, shed, greenhouse, or bath house, coop or cage, covered or uncovered patio, swimming pool, clothesline, radio, television, or other antenna, fence, sign, curbing, paving, wall, roadway, walkway, exterior light, landscape, hedge, trees, shrubbery, planting, signboard, or any temporary or permanent living quarters (including any house trailer), or any other temporary or permanent improvement made to the Property or any part thereof. "Structure" shall also mean (i) any excavation, fill, ditch, diversion dam, or other thing or device which affects or alters the natural flow of surface waters from, upon, or across the Property, or which affects or alters the flow of any waters in any natural or artificial stream, wash, or drainage channel from, upon, or across the Property, and (ii) any change in the grade of the Property (or any part thereof) of more than six (6) inches from that existing at the time of purchase by each Owner (other than Declarant).

ARTICLE II. ARCHITECTURAL REVIEW

2.1 Building Restrictions. No Structure shall be commenced, erected, or maintained on any Lot nor shall the exterior appearance of any Structure on any Lot be changed or altered from the appearance thereof after completion by the Declarant and conveyance thereof to an Owner, nor shall the natural state of any area of any Lot be disturbed or altered after completion of construction of the improvements thereon by the Declarant and conveyance thereof to an Owner, nor shall any work be commenced or performed which may result in a change of the exterior appearance of any such Structure, until the plans and specifications showing the nature, kind, shape, dimensions, materials, floor plans, color scheme, location, exterior plans and details, paving plans and location, landscaping details, proposed topographical changes, together with the estimated cost of said work, and the Owner's proposed construction schedule, and together with a designation of the party or parties to perform the work, have been submitted to and approved in writing by the Architectural Committee. In the event the Architectural Committee fails to approve or disapprove such design and location in writing within sixty (60) days after said plans and specifications have been submitted to it, approval will not be required and this Section 2.1 will be deemed to have been complied with.

2.2 Composition and designation of Architectural Review Committee. The Architectural Review Committee (also referred to as "Architectural Committee") shall be composed of three (3) or more individuals so designated from time to time by (i) Declarant during the Development Period and (ii) by the Owners within forty-five (45) days after the termination of the Development Period, in accordance with the provisions of Section 2.3

hereof. The initial members of the Architectural Committee shall be John Flaherty, Michael Breen and Robert Gaw. The Declarant may, during the Development Period, replace for any reason (including death or resignation) any of these initial members with other individuals selected by the Declarant in its sole discretion. Notwithstanding the foregoing, the members of the Architectural Review Committee shall serve for a term of one (1) year. All members of the Architectural Review Committee, other than the members designated by the Declarant during the Development Period, must be Owners.

2.3 Election of Members of Architectural Review Committee and Conduct of Annual Meetings. The members of the Architectural Review Committee shall be elected upon the affirmative vote of at least fifty-one percent (51%) of the Owners, at an annual meeting of the Owners called for this purpose which has a quorum. For purposes of this Section 2.3, a quorum shall constitute the presence of the Owners at the meeting or proxies entitled to cast twenty percent (20%) of the votes of the Owners. In the event a quorum is not present or represented at the annual meeting, the Owners entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcements at the meeting, until a quorum shall be present or be represented. For purposes of this Section, all Owners shall be entitled to one (1) vote per Lot, for each Lot owned by it. If more than one (1) person, firm, corporation, trustee, or other legal entity, or any combination thereof, holds the record title to any Lot, all of the same, as a unit, and not otherwise, shall collectively be entitled to one (1) vote for that Lot. The annual meetings of the Owners shall be held on the first Monday in May for each year, for the purpose of electing the members of the Architectural Review Committee and for such other purposes as the Owners may deem appropriate relating thereto; provided, however, that the first annual meeting shall be held within forty-five (45) days after the expiration of the Development Period. Written notice of each annual meeting shall be given by, or at the direction of, the members of the Architectural Review Committee, by delivering a copy of the notice, not less than fifteen (15) nor more than sixty (60) days before the meeting, to each Owner at his/her dwelling. The notice shall specify the place, day and hour of the meeting as well as the purpose. At all meetings, each Owner may vote in person or by proxy. All proxies shall be in writing and filed with the Architectural Review Committee. Every proxy shall be revocable and shall automatically cease upon conveyance by the Owner of his Lot.

2.4 Approval Criteria. The Architectural Committee shall consider plans and specifications for approval upon the basis of, among other things, the harmony of external design and location in relation to surrounding Structures and topography, the nature and durability of the materials, quality of workmanship, choice of colors and materials, grade elevations and/or drainage. In reviewing the plans, the Architectural Committee may also consider factors of public health and safety, the effect the proposed work will have on the use, enjoyment, and value of surrounding properties, and/or the outlook or view of other neighboring properties and the suitability of the proposed improvements or alterations with the general aesthetic values of the surrounding area.

2.5 Disapproval of Plans. In any case where the Architectural Committee shall disapprove the plans and specifications submitted hereunder, or shall approve the same only as modified or upon specified conditions,

such disapproval or qualified approval shall be accompanied by a statement in writing of the grounds upon which such action was based. In any such case, the Architectural Committee shall, if requested, make reasonable efforts to assist and advise the applicant in order that an acceptable proposal can be prepared and submitted for approval. However, the final decision of the Architectural Committee is binding.

2.6 Approval of Plans. The applicant shall submit for approval two (2) sets of plans and specifications. Upon approval by the Architectural Committee, one (1) copy of such plans and specifications shall be retained by the Architectural Committee, and the other bearing the approval of the Architectural Committee in writing shall be returned to the applicant.

2.7 Nonapproved Structures. If any Structure shall be altered, erected, placed, or maintained upon any Lot, or any new use commenced on any Lot, in violation of the provisions hereof, such Structure or new use shall be removed or discontinued, and such use shall be terminated so as to extinguish such violation. If within fifteen (15) days after notice from the Architectural Committee of such violation, the Owner of the Lot upon which such violation exists shall not have taken reasonable steps towards the removal or termination of the same, the Architectural Committee, or its agents, shall have the right to enter upon the Lot and to take such steps as it deems necessary to extinguish such violation, and the costs thereof shall be a binding, personal obligation of the Owner of the Lot. Thereafter, the Architectural Committee or any Owner may bring an action at law against the Owner personally obligated to pay the costs and/or, without waiving any other right, establish and enforce a lien for any such costs under the Maryland Contract Lien Act.

2.8 Completion of Construction. Upon completion of construction of any Structure in accordance with the provisions hereof, the Architectural Committee, upon request of the applicant, shall issue a certificate of compliance in form suitable for recordation in the Land Records of Baltimore County, identifying such Structure and the Lot on which such Structure is placed, and stating that the Structure has been completed pursuant to the terms hereof. Preparation and recording of such certificate shall be at the expense of the applicant. Any certificate of compliance issued pursuant hereto shall be prima facie evidence of the facts therein stated, and as to any purchaser or encumbrancer in good faith, and for value, or as to any title insurer, such certificate shall be conclusive evidence that all Structures on the Lot noted in such certificate comply with the provisions hereof.

2.9 Committee Compensation. The members of the Architectural Committee shall serve without compensation.

2.10 Declarant Exemption. The provisions of this Article shall not apply to any Structures commenced, erected, or maintained by the Declarant on any Lot or within the Property until after completion thereof by the Declarant and conveyance to an Owner.

2.11 Conditional Approvals. In granting any permit, authorization, or approval, as herein provided, the Architectural Committee may impose any appropriate conditions or limitations thereon as it shall deem advisable

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under the circumstances of each case.

2.12 Limitations. Construction or alterations in accordance with plans and specifications approved by the Architectural Committee pursuant to the provisions of this Article shall be commenced within six (6) months following the date upon which the same are approved, and shall be substantially completed within three (3) months following the date of commencement, or within such other period as the Architectural Committee shall specify in its approval. In the event construction is not commenced within the period aforesaid, then approval of the plans and specifications by the Architectural Committee shall be conclusively deemed to have lapsed and compliance with the provisions of this Article shall again be required.

There shall be no substantial deviation from the plans and specifications approved by the Architectural Committee without the prior consent in writing of the Architectural Committee. Approval of any particular plans and specifications or design shall not be construed as a waiver of the right of the Architectural Committee to disapprove such plans and specifications, or any elements or features thereof, in the event such plans and specifications are subsequently submitted for use in any other instance.

2.13 Architectural Guidelines. The Architectural Committee may from time to time adopt and promulgate such guidelines, rules and regulations regarding the form and content of plans and specifications to be submitted for approval and may publish and record such statements of policy, standards and guidelines and establish such criteria relative to architectural guidelines or details, fences, colors, set-backs, materials and other matters relative to architectural control and the protection of the environment, as it may consider necessary or appropriate. No such guidelines, rules, regulations, statements, criteria or the like shall be construed as a waiver of the provisions of this Article or any other provision or requirement of this Declaration. The decision of the Architectural Committee shall be final.

ARTICLE III. COVENANTS, CONDITIONS AND RESTRICTIONS

3.1 Land Use. The Lots, except as hereinafter provided, shall be used for private and residential purposes only and no dwelling of any kind whatsoever shall be erected, altered or maintained thereon except a private dwelling house for the sole and exclusive use of the Owner or occupant of the Lot. None of the Lots shall at any time be used for apartments or other types of multiple housing units; it being the intention of the Declarant that each and every one of the Lots be used solely for one (1) single family detached dwelling, and no other purpose, except such purposes as may be specifically reserved in this Declaration.

3.2 Building Location. No Structure shall be erected, placed, altered or permitted to remain on any Lot nearer to any street than the minimum building setback line for the Lot as shown on the Plat.

3.3 Real Estate Sales or Construction Office. Real estate sales or construction offices or trailers and related signs, may be erected, maintained and operated on any Lot, or in any Structure now or hereafter located thereon, provided such office or trailer, and signs, are used and

operated only in connection with the development and/or initial sale of any Lot or Lots, and/or the initial construction of improvements on any Lot now or hereafter laid out or created for the Property. Nothing herein, however, shall be construed to permit any real estate sales or construction office, trailer, or sign after such initial development, sales, and/or construction is completed. Except as expressly permitted herein above, neither any part of any Lot, nor any improvements now or hereafter erected on any Lot, shall be used for any real estate sales or construction office or trailer, nor shall any sign used in conjunction with such uses be erected.

3.4 Professional Uses. No dwelling, or any portion thereof, shall be used for the conduct of any commerce, business or profession, provided, however, that professional uses may be made of a dwelling, or part thereof, if permitted under applicable Baltimore County laws and ordinances, and subject to full compliance therewith.

3.5 Temporary Structures. No Structure of a temporary character, trailer, basement, tent, shack, garage, or other outbuildings shall be used on any Lot at any time as a residence, either temporarily or permanently. Nothing in this Declaration shall be deemed to prohibit an Owner from placing upon its Lot reasonably sized garden sheds, greenhouses or other similar accessory structures approved in advance by the Architectural Committee.

3.6 Fences and Walls. All fences and walls (except such fences and walls as may be installed and/or constructed by Declarant simultaneously with the initial construction of a dwelling on a Lot by Declarant) must receive the prior written approval of the Architectural Committee under the provisions of this Declaration. The foregoing restriction shall not be construed to prohibit the growth of an ornamental hedge fence, which shall be kept neatly trimmed, and shall be trimmed to a hedge of not more than three (3) feet in the front yard of any Lot and the side yard of corner Lots. No fences, walls or hedges shall be erected or placed nearer to any street Lot line than the minimum building setback line. Where two adjacent dwelling houses are located on Lots fronting on street and are set back different distances from the street, no fence or wall between them (other than necessary retaining walls) shall be closer to the street than the front corner of the house most distant from the street.

3.7 Animals. No animals, livestock, or poultry of any kind, including pigeons, shall be raised, bred or kept on any Lot, except that dogs, cats and other household pets, may be kept, provided that they are not kept, bred or maintained for any commercial purpose, and provided that they are kept so as to avoid becoming a nuisance to the neighborhood or to any adjoining property owners, and do not roam unattended on the Property. Household pets shall not include miniature pigs, horses or other hybrid livestock or farm animals. Pets shall be registered, licensed and inoculated as required by law. Owners shall be responsible for the immediate clean-up and removal of their pets' waste from any other Lot. In addition, Baltimore County Code, Section 6-13, prohibits animals from running at large. All pets must be on a leash. Pet owners may be subject to liability for civil penalties and/or criminal penalties for violations of the Baltimore County Code, under Sections 6-9 and 6-10, respectively.

3.8 Nuisances. No noxious or offensive trade or activity shall be

carried on upon any Lot, nor shall anything be done or placed thereon which may become an annoyance or nuisance to the neighborhood or any adjoining property owners. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell, amplifier or other sound device, except such properly maintained and operated devices as may be used exclusively for security purposes, shall be located, installed or maintained upon the exterior of any dwelling or upon the exterior of any other Structure constructed upon any Lot. No snowmobiles, go-carts, motorbikes, trail bikes, other loud-engine recreational vehicles or skateboard ramps shall be run or operated upon any Lot or upon any roadways serving the Property.

3.9 Neat Appearance. Owners shall, at all times, maintain their Lots and all appurtenances thereto in good repair and in a state of neat appearance, including but not limited to, the seeding, watering and mowing of all lawns and yards, keeping all sidewalks, if any, neat, clean and in good repair, and free of ice and snow, the pruning and cutting of all trees and shrubbery and the painting (or other appropriate external care) of all Structures on the Lot, all in a manner and with such frequency as is consistent with good property management and maintenance. If, in the opinion of the Architectural Committee, any Owner fails to perform the duties imposed hereunder, the Architectural Committee, on affirmative action of a majority of the Architectural Committee, after fifteen (15) days written notice to such Owner to remedy the condition in question, and upon failure of the Owner to remedy the condition in question, shall have the right (but not the obligation), through its agents and employees, to enter upon the Lot in question and to repair, maintain, repaint and restore the Lot and the improvements or Structures thereon, and the costs thereof shall be a binding, personal obligation of such Owner. Thereafter, the Architectural Committee or any Owner may bring an action at law against the Owner personally obligated to pay the costs and/or, without waiving any other right, establish and enforce a lien for any such costs under the Maryland Contract Lien Act.

3.10 Vehicles. No junk vehicle, or inoperable vehicle, or commercial or industrial vehicles, including but not limited to, moving vans, trucks, trailers, tractors, wreckers, house trailers or vans, compressors, concrete mixers, or buses shall be regularly or habitually parked in front of any Lot or upon any Lot. For purposes hereof, a vehicle shall be deemed inoperable unless it is licensed, contains all parts and equipment, including properly inflated tires, and is in such good condition and repair as may be necessary for any person to drive the same on a public highway. During construction of dwellings, however, the Declarant may maintain commercial vehicles and trailers on the Property for purposes of construction, and for use as a field or sales office. Commercial vehicles, trailers, boats, buses, campers or tractors shall not be parked upon any street, except in areas, if any, specifically designated by the Architectural Review Committee for such parking. No storage of boats, boating equipment, travel trailers, camping equipment, or recreational vehicles shall be visible from the street. The location and design of enclosures for boating, camping, traveling or recreational vehicles (other than automobiles) and related equipment shall be approved by the Architectural Review Committee. No vehicles shall be repaired on any portions of the Property excepting emergencies.

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3.11 Signage. Except for entrance signs, directional signs, signs for traffic control or safety, community "theme areas" or "For Sale" signs (not larger than 2 feet by 3 feet), no signs or advertising devices of any character shall be erected, posted or displayed upon, in or about any Lot or Structure. The provisions and limitations of this Section 3.11 shall not apply to any Institutional Lender of any Lot who comes into possession of the Lot by reason of any foreclosure proceedings, arrangement, assignment or deed in lieu of foreclosure.

3.12 Lighting and Wiring. The exterior lighting on Lots shall be directed downward and shall not be directed outward from, or extend beyond, the boundaries of any Lot. All wiring on any Lot shall be underground. No exterior radio, television and/or citizens band radio antennae, satellite dish, or other broadcasting or receiving apparatus shall be permitted upon any Lot.

3.13 Clothes Lines. No exterior clothes dryer, clothes pole or similar equipment shall be erected, installed or maintained on any Lot, nor shall articles of clothing, bedding, etc. be hung outside any Structure.

3.14 Traffic View. No Structure, landscaping, shrubbery or any other obstruction shall be placed on any Lot so as to block the clear view of traffic on any streets, nor shall any planting be done on any corner Lots closer than twenty (20) feet from either street line that will exceed three (3) feet in height (except shade trees which shall be trimmed so that a clear view may be maintained to the height of eight (8) feet).

3.15 Exterior Materials. All primary exterior materials of any Structure constructed on a Lot shall be in material approved by the Architectural Review Committee.

3.16 Front Lawn. That area within the front of a dwelling shall be kept only as a lawn for ornamental or decorative planting of grass, trees or shrubbery.

3.17 Trash and other Materials. No lumber, metals, bulk materials, refuse or trash shall be kept, stored or allowed to accumulate on any Lot, except (a) building material during the course of construction of any approved dwelling or other permitted Structure, and (b) firewood, which shall be cut and neatly stored at least six (6) inches off the ground and twelve (12) inches away from any wooden structure. No burning of trash shall be permitted on any Lot. If trash or other refuse is to be disposed of by being picked up and carried away on a regular and recurring basis, containers may be placed in the open on any day that a pick-up is to be made at such place on the Lot as to provide access to persons making such pick-up, or as is otherwise in compliance with applicable Baltimore County law. At all other times such containers shall be stored in such a manner so as not to be visible from the roadway or the other Lots. Trash shall be disposed of in metal or plastic containers covered with a lid.

ARTICLE IV. RESERVED EASEMENTS

4.1 Easements for the installation and maintenance of utilities and drainage facilities are hereby reserved by the Declarant over the front, side and rear five feet (5') of each Lot for the installation and

maintenance of utilities, storm water sewers and surface drains. No Structure, planting or other material shall be placed or permitted to remain within these easements or within any utility or similar easements shown on the Plat, which may damage or interfere with the installataion and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the owner of the Lot, except for those improvements whose maintenance is the responsibility of a governmental body or agency or a public authority or utility company. No conveyance by the Declarant of any Lot, or or any interest therein, shall be deemed to be, or construed as, a conveyance or release of these easements, or any of them, even though the conveyance purports to convey the Lot in fee simple, or by other language purports to convey the Declarant's entire interest therein, but such effect shall only arise if the conveyance specifically recites it to be the intention of the Declarant to thereby convey or release the easements.

4.2 The designation of streets, avenues, roads, courts and open spaces on the Plat is for the purpose of description only and not dedication, and the rights of the Declarant in the same are specifically reserved, and the Declarant hereby reserves to itself, its successors and assigns, the right to grade, regrade and improve the streets, avenues, roads, courts and open spaces as the same may be located on the Plat, including the creation or extension of slopes, banks, or excavation in connection therewith and in the construction of and installation of drainage structures therein.

4.3 The Declarant further reserves to itself, its successors and assigns, the right to grant easements, rights-of-way and licenses to any person, individual, corporate body or municipalities; to install and maintain pipelines, underground or above ground lines, with the appurtenances necessary thereto, for public utilities or quasi-public utilities, or to grant such other licenses or permits as the Declarant may deem necessary for the improvement of the Property in, over, through, upon and across any and all of the streets, avenues, roads, courts and open spaces, and in, over, through, upon and across each and every Lot in the easement area reserved under the provisions hereof or as shown on the Plat. The Declarant further reserves to itself, its successors and assigns, the right to dedicate all of the streets, avenues, roads, courts, open spaces and easements to public use. No street, avenue, road, court, open space or easement shall be laid out or constructed through or across any Lot, except as set forth in this Declaration, or as laid down and shown on the Plat, without prior written approval of the Declarant.

4.4 The Declarant hereby grants to Baltimore County, Maryland, a municipal body corporate, its agents and contractors, a non-exclusive easement and right-of-way in, through, over and across the Property for all purposes reasonably associated with the inspection, operation, installation, construction, reconstruction, maintenance or repair of any stormwater management facilities constructed upon the Property; and in the event that, after reasonable notice to the Declarant (or its Grantees) by Baltimore County, Maryland, the Declarant (or its Grantees) shall fail to maintain any stormwater management facility constructed upon the Property in accordance with the applicable laws and regulations, then Baltimore County, Maryland,

may do and perform all necessary repair and maintenance work, and may assess the Declarant (or its Grantees) for the cost of the work and any applicable penalties.

ARTICLE V. GENERAL PROVISIONS

5.1 The area of the Property subject to this Declaration may be increased by filing among the Land Records of Baltimore County, amendments to this Declaration, which need only be signed by the Declarant, the owner of the additional land described in the amendment and the holder of any mortgage or similar lien thereon, stating that the additional land shall be subject to this Declaration. No other land in the vicinity of the Property shall be subject to this Declaration unless the provisions of this Paragraph are complied with, it being intended that this Declaration not be construed or considered as a scheme for the development of any land other than that shown on the Plat or hereafter subjected to this Declaration in the manner described in this Section.

5.2 The Declarant shall have the right, by instrument duly recorded among the Land Records of Baltimore County, which need only be signed by the Declarant and the holder of any mortgage or similar lien on the portion of the Property then owned by the Declarant, to modify the provisions of this Declaration if the modification is required by the Veterans Administration or the Federal Housing Administration, or any successor agencies thereto, as a condition of the approval by such agency of the Property or any part thereof, or any Lot thereon, for federally approved mortgage financing purposes under applicable Veterans Administration, Federal Housing Administration or similar programs, and the consent to the modification by any Lot Owner or of the holder of any mortgage lien on such Owner's Lot shall not be required even though the modification relates to portions of the Property no longer owned by the Declarant.

5.3 The covenants, conditions and restrictions contained herein (the "Covenants") shall run with and bind the Property and shall be enforceable by the Declarant and by the Owners of all or any portion of the Property commencing on the date of this Declaration and for successive 10-year periods unless, prior to the expiration of the then current term, a written instrument shall be executed by the then Owners of sixty percent (60%) of the Lots which are then subject to the Covenants and recorded among the Land Records of Baltimore County, stating that the Covenants shall expire at the end of the then current term. 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 any successor developer of all or any part of the Property, or to the Architectural Review Committee. Any such assignment or transfer shall be evidenced by an appropriate instrument recorded among the Land Records of Baltimore County, and upon recordation thereof the grantee or grantees of such rights and powers shall thereafter have the right to exercise and perform all of the rights and powers reserved by or conferred upon the Declarant of this Declaration. Enforcement of the Covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain the violation and/or to recover damages.

5.4 The invalidity of any of the provisions of this Declaration

shall not affect any of the other provision, all of which shall remain in full force and effect.

5.5 Each conveyance of a Lot, or of any interest in the Lot, by the Declarant, shall be deemed to be subject to this Declaration whether or not the deed conveying the Lot shall so state.

WITNESS the due execution of this Declaration of Covenants, Conditions, Restrictions and Easements by the Declarant.

ATTEST:

DECLARANT:

THE RYLAND GROUP, INC.,
a Maryland corporation.

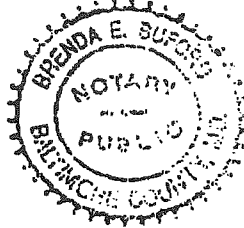
Brenda E. Buford

John M. Flaherty (SEAL)
By: John M. Flaherty, Vice President

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 13 day of SEPTEMBER, 1994, before me, the subscriber, a Notary Public of said State, personally appeared John M. Flaherty, who acknowledged himself to be the Vice President of The Ryland Group, Inc., a Maryland corporation, and that he, as such Vice President, being authorized so to do, executed the foregoing Declaration for the purposes therein contained by signing the name of said Corporation by himself as Vice President, and acknowledged the foregoing Declaration to be the act and deed of said Corporation.

WITNESS my hand and Notarial Seal.



Brenda E. Buford
Notary Public

My Commission Expires: 5/8/96

ATTORNEY CERTIFICATION

The undersigned, an attorney duly admitted to practice and in good standing before the Court of Appeals of Maryland, certifies that the foregoing instrument was prepared by her.

Rachel M. Hess
Rachel M. Hess

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010763.262

AFTER RECORDATION, PLEASE RETURN TO:

RACHEL M. HESS, P.A.
9505 Reisterstown Road - 3N
Owings Mills, Maryland 21117