

DECLARATION OF CRITICAL AREA COVENANTS
AND RESTRICTIONS ON OPEN SPACE LANDS
RIVA TRACE PLANNED UNIT DEVELOPMENT
SECTION FOUR, SUMMER PLACE, EAST VILLAGE

THIS DECLARATION, made this 31st day of March 1986, by
WINCHESTER HOMES, INC., a ^{Delaware} ~~MARYLAND~~ corporation.

WHEREAS, Winchester Homes, Inc. has created a Planned Unit Development of single-family, multi-family and commercial sections known as Riva Trace and has or will convey to the Riva Trace Council, Inc., the open space as shown on the various plats of the Riva Trace Development.

WHEREAS, Winchester Homes, Inc. has purchased land from and desires to develop same and is desirous of protecting the designated open space lands by assuring that the said lands remain undisturbed in their natural state to be enjoyed by all of the residents of Riva Trace in conformance with the Critical Area legislation requirements.

NOW THEREFORE, THIS DECLARATION WITNESSETH;

That Winchester Homes, Inc., for itself, its successors and assigns, in consideration of the premises, and for the benefit of the owners from time to time of the lots and condominium units located in Riva Trace, does hereby covenant and declare all of the property designated as "Open Space/Rec Area," being Open Space/Rec Area "A" - 75,163 square feet, Open Space/Rec Area "B" - 590,691 square feet, Open Space/Rec Area "C" - 2,825 square feet, and Open Space/Rec Area "D" - 1,329 square feet, as shown on a plat entitled, "Riva Trace Planned Unit Development, Section Four, Summer Place, East Village" and recorded among the Plat Records of Anne Arundel County, Maryland, in Plat Book 101 pages 28 through 33, shall be subject to the following Critical Area covenants, restrictions, and conditions:

1. There shall be no cutting of trees in said open space without the written permission of the Riva Trace Corporation and the Planning and Zoning Office for Anne Arundel County.
2. There shall be no clearing of underbrush or disturbance of any "open space" lands with a 15 percent or more slope without the written permission of Riva Trace Corporation and the Planning and Zoning Office for Anne Arundel County.
3. There shall be no disturbance within the tidal and non-tidal flood plains as shown on the plat entitled, "Riva Trace" Planned Unit Development.

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J. F. COLLISON
CLERK

J. F.
CLERK

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Section Four* and recorded among the Plat Records of Anne Arundel County in Plat Book 101 pages 28 through 33. Disturbance is to include clearing filling or grading or removal of any vegetation.

4. No new buildings shall be built in any open space lands without the written permission of the Riva Trace Corporation and the Planning and Zoning Office for Anne Arundel County.

5. The existing house and surrounding yard located within the Open Space/Res Area "B" Plat 5 shall be reserved for the exclusive use of Summer Place - East Village, Section 4 Riva Trace residents. Summer Place - East Village, Section 4 Riva Trace lots shall solely bear the cost of operating, repairing and maintaining said house.

6. No piers shall be constructed or maintained for the mooring of vessels into the waters of Gingerville Creek from any of the lands of this Section Four.

7. No noxious or offensive activity shall be carried on on any of the open space lands.

8. Failure of Riva Trace Corporation to enforce any of the covenants or conditions of this Declaration shall in no event be deemed a waiver of the right to do so thereafter, or of the covenant or condition itself.

9. Winchester Homes, Inc. hereby reserves the right, in its absolute discretion, at any time to annul, waive, change or modify any of the restrictions, conditions or covenants contained herein, provided that any such action does not violate any provision of the Anne Arundel County Code or any approval thereunder and same has been approved by the Planning and Zoning Office for Anne Arundel County.

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

11. Any and all of the rights, powers, easements and estates assumed or given to Riva Trace Corporation in this Declaration may be assigned to any one or more corporations or associations that will agree to assume said rights, powers, duties and obligations and carry out and perform the same. Any such assignment or transfer shall be made by appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its acceptance of such rights and powers; and such assignee or transferee shall thereupon have the same rights and powers and be subject to the same

obligations and duties as are herein given to and assumed by Riva Trace Corporation, Riva Trace Corporation thereupon being released therefrom.

ATTEST:

WINCHESTER HOMES, INC.

Paula Hartman

By:

[Signature] (SEAL)
Kevin E. Gilligan, Vice President

STATE OF MARYLAND;
COUNTY OF ~~PRINCE GEORGES~~ to wit:
Prince Georges

I HEREBY CERTIFY that on this 25th day of March, 1986, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Kevin E. Gilligan who made oath in due form of law that he is the Vice President of Winchester Homes, Inc., that he is duly authorized to execute and to attest to this document on behalf of said corporation, and who acknowledged the execution of the foregoing document to be the free act and deed of said corporation.

AS WITNESS my hand and Notarial Seal.

Paula Hartman
Notary Public



My Commission expires: July 1, 1986.

Mail to Hartman & Cain

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
SUMMER PLACE - EAST VILLAGE, SECTION 4 RIVA TRACE

THIS DECLARATION, made this 31st day of March 1986, by
WINCHESTER HOMES, INC., Declarant, and THE RIVA TRACE COUNCIL, INC.,
a non-stock corporation of the State of Maryland (hereinafter referred to as
the "Council").

WITNESSETH:

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

BEING all those lots of ground known and
designated as Lot Nos. 1 through 124 inclusive
as shown on the plats of Summer Place - East
Village, Section 4 Riva Trace, which Plats are
recorded among the Land Records of Anne
Arundel County in Plat Book 101, Pages 22
29, 30, 31 and 32 - 35

NOW THEREFORE, Declarant and Council hereby declare that all of the
property described above shall be held, sold and conveyed subject to the
following easements, restrictions, covenants and conditions, which are for the
purpose of protecting the value and desirability of, and which shall run with,
the real property or any part thereof, their personal representatives,
successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to Summer Place - East
Village Property Owners Association, Inc., a non-stock corporation of the State
of Maryland, its successors and assigns.



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CLERK

Handwritten initials/signature

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Property" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property owned or to be owned by The Riva Trace Council, Inc., including all recreation areas and open space areas as shown or to be shown on the plats of Riva Trace Planned Unit Development, Summer Place - East Village, Section 4, for the common use and enjoyment of the owners, which real property shall be conveyed by the Declarant to the Council.

Section 5. "Council" shall mean and refer to The Riva Trace Council, Inc., a non-stock corporation of the State of Maryland, formed for the purpose of owning and maintaining all of the recreation areas and open space in Riva Trace Planned Unit Development.

Section 6. "Lot" shall mean and refer to any plot of land shown upon any recorded plat of the Properties with the exception of the Common Area, and to any and every plot of ground resulting from resubdivision or further subdivision thereto.

Section 7. "Declarant" shall mean and refer to Winchester Homes, Inc., a body corporate of the State of Maryland.

ARTICLE II PROPERTY RIGHTS

Section 1. Owners' Easement of Enjoyment. Every Owner shall have the right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Council to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area.

(b) The right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

(c) The right of the Council to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by its members.

(d) The right of Declarant (and its sales agents and representatives) to the non-exclusive use of the Common Area for display and exhibit purposes, which right Declarant hereby reserves; provided, however, that such use shall not be for a period of more than five (5) years after the conveyance of the Common Area to the Council, or the sale of all residential Lots within the aforesaid real property, whichever is the earlier; provided, further, that no such use by Declarant or its sales agents or representatives shall otherwise restrict the members in their use and enjoyment of the Common Area or facilities thereon.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment of the Common Area and facilities to the members of his family, his tenants, or contract purchasers, who reside on the property.

Section 3. Waiver of Use. No Owner may exempt himself from personal liability for assessments duly levied by the Council or the Association, nor release the Lot owned by him from the liens and charges hereof, by waiver of the use and enjoyment of the Common Area and the facilities thereon, or the abandonment of his Lot.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot within the Property shall be a member of the Association. Membership shall be appurtenant to and may not be separated from the ownership of any Lot which is subject to assessment.

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

(a) Class A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

(b) Class B. Class B members shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

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

(2) Five (5) years from the date of recordation of this Declaration.

**ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS**

Section 1. Creation of the Lien and Personal Obligation of Assessments by the Council. The Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Council annual assessments for the improvement and maintenance of the Common Area or portions thereof which said owners are entitled to use and enjoy as herein set forth. The amount of the annual assessments shall be determined from time to time by the majority vote of the members of the Riva Trace Council, Inc.; provided, however, that the annual assessment for each unimproved lot owned by the Declarant shall be twenty-five percent (25%) of said amount until such Lot has had an improvement completed thereon, and provided further that the assessments for the cost of improvement and maintenance of the Common Area shall be apportioned equitably among the various sections of the entire subdivision of Riva Trace Planned Unit Development based upon the number of dwelling units or acreage in each section, as appropriate. Said assessments shall be payable in advance when billed. Should said assessments not be paid within ninety (90) days after the billing date, the assessments shall constitute a lien on the property so assessed with interest accruing at the rate of six percent (6%) per annum from the date of delinquency until paid in full. Such lien, if it arises, may be foreclosed in the same manner as a lien against the property created by a mortgage containing a power of sale and/or consent to a decree.

Section 2. Creation of the Lien and Personal Obligation of Assessments by the Association. The Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assignments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 3. Annual Assessments by the Association. The assessments levied by the Association shall be for the exclusive purpose of promoting the recreation, health, safety and welfare of the Owners (exclusive of the improvement and maintenance of the Common Area).

(a) Until January 1 of the year immediately following the conveyance of the first lot of an Owner, the maximum annual assessment shall be One Hundred Dollars (\$100.00) per Lot per month, provided, however, that the maximum annual assessment for each unimproved Lot owned by Declarant

shall be twenty-five (25%) of said amount until such Lot has had an improvement completed thereon.

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

(ii) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above ten percent (10%) by the vote of two-thirds (2/3) of each class members who are voting in person or by proxy, at a meeting duly called for this purpose.

(iii) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Notice and Quorum for Any Action Authorized Under Section 3. Any action authorized under Section 3 shall be taken at a meeting called for that purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all votes of each class of membership may constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 5. Uniform Rate of Assessment. Except as provided to the contrary in Section 3 of this Article IV, annual assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 6. Date of Commencement of Annual Assessments; Due Dates. The annual assessments by the Association or the Council provided for herein shall commence as to all Lots upon the conveyance of the first lot to an Owner, provided, however, that Declarant shall have the right to defer commencement of the assessment for a period not to exceed twenty-four (24) months by its assumption of all of the obligations of the Association hereunder during such period and payment of all of the costs thereof. The first annual assessment shall be adjusted according to the number of months remaining in the fiscal year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association or Council shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

**ARTICLE V
REMEDIES OF THE ASSOCIATION AND THE COUNCIL
FOR THE NONPAYMENT OF ASSESSMENTS**

Section 1. Delinquency. Any assessment provided for in this Declaration which is not paid when due, shall be delinquent. If any such assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of six percent (6%) per annum, and the Association and/or the Council, as the case may be, may, at its option, bring an action at law against the Owner personally obligated to pay the same, or, upon compliance with the notice provisions set forth in Section 2 hereof, to foreclose the lien (provided for in Sections 1 and 2 of Article IV hereof) against the Lot, and there shall be added to the amount of such assessment the late charge, the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include said interest and reasonable attorney's fees, together with costs of action. Each Owner vests in the Association and/or the Council, as the case may be, or its assigns the right and power to bring all actions at law or lien foreclosures against such Owner or other Owners for the collection of such delinquent assessments.

Section 2. Notice of Lien. No action shall be brought to foreclose said assessment lien or to proceed under the power of sale herein provided less than thirty (30) days after the date a notice of claim of lien is deposited in the United States Mail, certified or registered, postage prepaid, to the Owner of said Lot, and a copy thereof is recorded by the Association and/or the Council, as the case may be, in the office of the County Recorder in which the Properties are located; said notice of claim must recite a good and sufficient legal description of any such Lot, the record Owner or reputed Owner thereof, the amount claimed (which may, at the Association's and/or Council's option, include interest on the unpaid assessment at the legal rate, plus reasonable attorney's fees and expenses of collection in connection with the debt secured by said lien), and the name and address of the claimant.

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

Section 4. Curing of Default. Upon the timely curing of any default for which a notice of claim of lien was filed by the Association and/or Council, the officers of the Association and/or Council are hereby authorized to file on record, as the case may be, an appropriate release of such notice, upon payment by the defaulting Owner of a fee, to be determined by the Association and/or Council, but not to exceed \$15.00, to cover the costs of preparing and filing or recording such release.

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

Section 6. Subordination of Assessment Liens. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage or deed of trust foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE VI ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change (including change of external paint, paneling and the like) or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, exterior colors and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to the surrounding structures and topography by Riva Trace Corporation, or by an architectural committee composed of three (3) or more representatives appointed by Riva Trace Corporation. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VII USE RESTRICTIONS

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

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

Section 2. No part of the Property shall ever be used or caused to be used or allowed or authorized in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending or other such non-residential purposes, except Declarant, its successors or assigns, may use the Property for a model home site and display and sales office during the construction and sales period.

Section 3. No sign or billboard of any kind shall be displayed to the public view on any portion of the Property or any Lot, except one (1) sign for each building site, of not more than eighteen inches (18") by twenty-four inches (24"), advertising the property for sale or rent, or except signs used by Declarant, its successors or assigns, to advertise the property during the construction and sales period.

Section 4. No noxious or offensive activity shall be carried on upon any Lot or any part of the Property; nor shall anything be done thereupon which may be, or may become, an annoyance or nuisance to the neighborhood, or which shall in any way interfere with the quiet enjoyment of each of the Owners of his respective dwelling unit, or which shall in any way increase the rate of insurance.

Section 5. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently. No trailer, camper, boat or similar equipment shall be permitted to remain upon any property within the Properties, unless placed or maintained within an enclosed garage or carport.

Section 6. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept on the Lots subject to any such rules and regulations as may be adopted by the Association and provided that they are not kept, bred or maintained for any commercial purpose, or in unreasonable numbers. Notwithstanding the foregoing, no animals or fowl may be kept on the Property which result in any annoyance or are obnoxious to residents in the vicinity.

Section 7. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind, shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels or mineral excavations or shafts be permitted upon the surface of the Property. No derrick or other structure designed for use in boring for water, oil or natural gas shall be erected, maintained or permitted upon any Lot.

Section 8. All rubbish, trash and garbage shall be regularly removed from the Property, and shall not be allowed to accumulate thereon. All clotheslines, refuse containers, wood piles, storage areas and machinery and equipment shall be prohibited upon any Lot, unless obscured from view of adjoining Lots and streets by a fence or appropriate screen approved by the Riva Trace Corporation. Nothing herein shall be deemed to apply to the storage on the Property by Declarant of building materials during, and for use in, the construction of the improvements on the Properties.

Section 9. No radio or television receiving or transmitting antennae shall be installed on any lot. No freestanding antennae, tower, or the like shall be permitted on any lot.

Section 10. The rights and duties with respect to sanitary sewer and water, cable television, electricity, gas and telephone lines and facilities shall be governed by the following:

(a) Whenever water, sanitary sewer, electricity, gas, cable television or telephone connections, lines, cables or any portion thereof, are or have been installed within the Property, the Owner of any Lot, or the Association in the case of Common Area, served by said installation shall have the right, and are hereby granted an easement to the extent necessary therefor, to enter upon or have a utility company enter upon any portion of the Property in which said installations lie, to repair, replace and generally maintain said installations.

(b) The right granted in subparagraph (a) above shall be only to the extent necessary to entitle the Owner or Association serviced by said installation to its full and reasonable use and enjoyment, and provided further that anyone exercising said right shall be responsible for restoring the surface of the easement area so used to its condition prior to such use.

(c) In the event of a dispute between Owners with respect to the repair or rebuilding of said connections or with respect to the sharing of the cost thereof, upon written request of one of such Owners addressed to the Association, the matter shall be submitted to its Board of Directors, who shall decide the dispute, and the decision of the Board shall be final and conclusive on the parties.

Section 11. All Owners and occupants shall abide by the By-Laws and any rules and regulations adopted by the Association.

ARTICLE VIII EXTERIOR MAINTENANCE

Each Owner shall keep all Lots owned by him, and all improvements therein or thereon, in good order and repair and free of debris, including but not limited to the seeding, watering and mowing of all lawns, pruning and cutting of all trees and shrubbery and the painting (or other appropriate external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management. In the event Owner of any Lot in the Property shall fail to maintain the premises and the improvements situated thereon, as provided herein, the Association, after notice to the Owner as provided in the By-Laws and approval by vote of the Board of Directors, shall have the right to enter upon said Lot to correct drainage and to repair, maintain and restore the Lot and the exterior of the buildings and any other improvements erected thereon. All costs related to such correction, repair or restoration shall become a lien upon such Lot, and such lien may be enforced in the same manner as a Maintenance Assessment levied in accordance with Article IV hereof.

ARTICLE IX GENERAL PROVISIONS

Section 1. Enforcement. The Declarant, Association, Council, Riva Trace Corporation or any Owner, shall have the right to enforce, by any proceeding

at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions, which shall remain in full force and effect.

Section 3. Duration and Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first 20-year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter, by an instrument signed by the Owners of not less than seventy-five percent (75%) of the Lots. Any amendment must be recorded. In addition, the Declarant shall have the right, from time to time, in its absolute discretion, to annul, waive, change or modify any of the restrictions, conditions or covenants contained herein, as to any lot at any time before or after conveyance or title thereof, and shall have the further right before a sale to change the size of, locate or relocate any of the lots shown on the plans or to subdivide any such lots.

Section 4. Annexation. Additional residential property and Common Area may be annexed to the Property with the consent of two-thirds (2/3) of each class of members.

Section 5. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Areas, and amendment of this Declaration of Covenants, Conditions and Restrictions.

Section 6. Encroachment Easement. Each Lot within the Property is hereby declared to have an easement, not exceeding one foot (1') in width, over all adjoining Lots for the purpose of accommodating any encroachment due to engineering errors, errors in original construction, settlement or shifting of the building, roof overhangs, gutters, architectural or other appendages, draining of rainwater from roofs, or any other similar cause. There shall be valid easements for the maintenance of said encroachments so long as they shall exist, and the rights and obligations of Owners shall not be altered in any way by said encroachment, settlement or shifting; provided, however, that in no event shall a valid easement for encroachment be created in favor of an Owner or Owners if said encroachment occurred due to the willful misconduct of said Owner or Owners. In the event a structure on any Lot is partially or totally destroyed and then repaired or rebuilt, the Owners

of each Lot agree that minor encroachments over adjoining Lots shall be permitted and that there shall be valid easements for the maintenance of said encroachments so long as they shall exist.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has executed this instrument this 31st day of March 1986.

Paula Hartman

WINCHESTER HOMES, INC.

By: [Signature] (SEAL)
Kevin E. Gilligan, Vice President
"Declarant"

[Signature]

THE RIVA TRACE COUNCIL, INC.

By: [Signature] (SEAL)
Gary G. Pyles, President
"Council"

STATE OF MARYLAND
COUNTY OF PRINCE GEORGES, to wit:

I HEREBY CERTIFY that on this 31st day of March 1986, before me, the undersigned, a Notary Public of the State of Maryland, personally appeared Kevin E. Gilligan of Winchester Homes, Inc., and he acknowledged the foregoing instrument to be the act and deed of said body corporate.

AS WITNESS my hand and Notarial Seal.

Paula Hartman
Notary Public



Commission Expires: 7/1/86

STATE OF MARYLAND
COUNTY OF ANNE ARUNDEL, to wit:

I HEREBY CERTIFY that on this 31st day of March 1986, before me, the undersigned, a Notary Public of the State of Maryland, personally appeared Gary G. Pyles, President of The Riva Trace Council, Inc., and he acknowledged the foregoing instrument to be the act and deed of said body corporate.

AS WITNESS my hand and Notarial Seal.

David B. King
Notary Public

My Commission Expires: 7-1-86



Mail to Hastman & Cain

001625BC.DEC

AMENDMENT TO
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OF SUMMER PLACE - EAST VILLAGE,
SECTION 4 RIVA TRACE

THIS AMENDMENT TO DECLARATION, made on the date hereinafter set forth by WINCHESTER HOMES, INC., (hereinafter referred to as the "Declarant"), and THE RIVA TRACE COUNCIL, INC. a non-stock corporation of the State of Maryland (hereinafter referred to as the "Council").

WHEREAS, Declarant and Council, by a Declaration of Covenants, Conditions and Restrictions of Summer Place - East Village, Section 4 Riva Trace, dated March 31, 1986 and recorded among the Land Records of Anne Arundel County, Maryland, in Liber 4053, folio 579, did impose certain covenants, conditions and restrictions on that property known as Summer Place - East Village, Section 4 Riva Trace, Anne Arundel County, Maryland; and

WHEREAS, the Declarant and Council desire to clarify Article IX, Section 6; the right to amend having been set forth in the Declaration in Article IX, Section 3.

NOW, THEREFORE, WITNESSETH, Declarant and Council hereby declare that in addition to a one foot (1') easement over all adjoining Lots for the purpose of accommodating any encroachment due to engineering errors, errors in original construction, settlement or shifting of the building, roof overhangs, gutters, architectural or other appendages, draining of rainwater from roofs, or any other similar cause; each Lot within the Property is hereby granted an easement in perpetuity into the Common Area for sidewalks and stoops for ingress and egress to each said Lot.

IN WITNESS WHEREOF, the undersigned, being the Declarant and the Council herein, have executed this instrument this 27th day of

April 1987.

ATTEST:

Richard A. Smith

WINCHESTER HOMES, INC.

BL
CLERK

BY: Patricia B. Jones (SEAL)
Vice President
"Declarant"

ATTEST:

[Signature]

THE RIVA TRACE COUNCIL, INC.

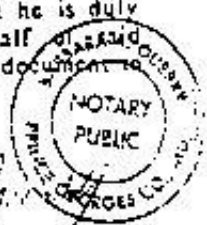
BY: [Signature] (SEAL)
Gary G. Pyles, President
Council

STATE OF MARYLAND,
COUNTY OF ANNE ARUNDEL, to wit:

I HEREBY CERTIFY, that on this 29th day of April, 1987 before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared [Signature] who made oath in due form of law that he is the Vice President of Winchester Homes, Inc., that he is duly authorized to execute and to attest to this document on behalf of said corporation, and who acknowledged the execution of the foregoing document to be the free act and deed of said corporation.

AS WITNESS, my hand and Notarial Seal.

[Signature]
Notary Public



My Commission expires: July 1, 1990

STATE OF MARYLAND
COUNTY OF ANNE ARUNDEL, to wit:

I HEREBY CERTIFY, that on this 29th day of April, 1987 before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Gary G. Pyles, who made oath in due form of law that he is the President of The Riva Trace Council, Inc., that he is duly authorized to execute and to attest to this document on behalf of said corporation, and who acknowledged the execution of the foregoing document to be the free act and deed of said corporation.

AS WITNESS, my hand and Notarial Seal.

[Signature]
Notary Public

My Commission expires: July 1, 1990
SP. Amend