

SECTION I

**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS**

FOR

**TALL OAKS CROSSING HOMEOWNERS'
ASSOCIATION, INC.**

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF TALL OAKS CROSSING

THIS DECLARATION, made on the date hereinafter set forth by AURA DEVELOPMENT COMPANY, a Maryland corporation, hereinafter referred to as “Declarant”.

WITNESSETH

WHEREAS, Declarant is the owner of certain property in the County of Prince George's, State of Maryland, which is more particularly described on the legal description attached hereto and made a part hereof as [Exhibit A](#).

NOW, THEREFORE, Declarant hereby declares that all of the Property described on [Exhibit A](#) and only that land, hereto 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 and be binding on all parties having any right, title or interest in the Property described on [Exhibit A](#) hereto, or any part thereof, their heirs, successors find assigns, and shall inure to the benefit of each Owner .thereof.

Section 1. “Association” shall mean and refer to Tall Oaks Crossing Homeowners Association, Inc., a non-stock, non-profit corporation, its successors and assigns.

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 described on [Exhibit A](#) hereto, and such additions thereto as may hereafter be brought within the jurisdiction of the Association. No other lands of the Defendant shall have subject to these covenants until included by written instrument.

Section 4. “Lot” shall mean and refer to any plot of land shown upon any recorded subdivision map of the Property with the exception of the Common Area.

Section 5. “Declarant” shall mean and refer to Aura Development Company, a Maryland corporation, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development, but only to the extent that any of the rights, reservations, casements, interests, exemptions, privileges and powers of the Declarant arc specifically assigned or transferred to such successor or assigns.

Section 6. “Development Plan” shall mean the Site Plan for Tall Oaks Crossing dated June, 1984, prepared by Greenhorne & O'Mara, Engineers, Planners, Landscape Architects, Greenbelt, Maryland, including all amendments and supplements thereto as may be made from time to time.

Section 7. “Mortgagee” shall mean the holder of any recorded mortgage, or the party secured or beneficiary of any recorded deed of trust, encumbering one or more of the Lots. "Mortgage", as used herein, shall include deed of trust. "First Mortgage", as used herein, shall man a mortgage with priority over other mortgages. As used in this Declaration, the term "Mortgagee" shall mean any mortgagee and shall not be limited to institutional mortgagees. As used in this Declaration, the term "Institutional

Mortgagee" or "Institutional Holder" shall include banks, trust companies, insurance companies, mortgage insurance companies, savings and loan associations, trusts, mutual savings banks, credit unions, pension funds, mortgage companies, Federal National Mortgage Association ("FNMA"), Federal Home Loan Mortgage Corporation ("FHLMC"), all corporations and any agency or department of the United States Government or of any state or municipal government. As used in this Declaration, the term "Holder" or "Mortgagee" shall include the parties secured by any deed of trust or any beneficiary thereof.

ARTICLE II Property Rights

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Arcs, including an easement for the use and enjoyment of the walkways within 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 Association to charge reasonable and uniform admission and other fees for the use of any recreational facility situated upon the Common Areas;

(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 say 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 Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, utility or any other person for such purposes and subject to such conditions as may be agreed to by the Board of Trustees. No such dedication or transfer shall be effective unless approved by the Association's Board of Directors signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded, and unless the Maryland-National Capital Park and Planning Commission, or its successor or assigns, has given its prior written approval thereof, which approval shall not be unreasonably withheld or delayed.

(d) the right of the Association to limit the number of guests of members;

(e) the right of the Association to establish uniform rules and regulations pertaining to the use of the Common Area and the facilities thereon.

(f) the right of individual Owners to the exclusive use of parking spaces as provided in this Article.

(g) the right of the Association, the Declarant, utility companies and other Owners with respect to the easements established in [Section 12](#) of [Article VI](#) hereof.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the Property.

ARTICLE III Membership and Voting Rights

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

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

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

Class B. The Class B member 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 a Class A membership on the happening of either of the following events whichever occurs earlier:

(i) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(ii) three (3) years from the date of recordation of this Declaration; provided however, that if the Declarant is delayed in the improvement and development of the Property on account of a sewer, water or building permit moratorium or any other cause or event beyond the Declarant's control, then the aforesaid three (3) year period shall be extended by a period of time equal to the length of the delays or two (2) years, whichever is less.

ARTICLE IV Covenant for Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments. 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 assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the Lot (including all improvements thereon), and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the Person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Property and for the improvement, maintenance, repair and replacement of the Common Area.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Three Hundred Dollars (\$300.00) per Lot. Declarant shall pay the full maximum annual and special assessments for Lots owned by Declarant upon which a dwelling unit has been completed and is occupied.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased by the Board of Directors of the Association, without a vote of the Class A membership, by an amount equal to ten percent (10%) of the maximum annual assessment for the preceding year plus the amount by which any ad valorem real estate taxes and insurance premiums payable by the Association have increased over amounts payable for the same or similar items for the previous year.

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

(c) The Board of Directors may from time to time fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Except as otherwise provided in [Section 3](#) of this Article IV both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected in advance on a monthly basis.

Section 7. Date of Commencement of Annual Assessments Due Date. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the first conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment 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 shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer for the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association with the status of assessments on the Lots shall be binding on the Association and the date of its issuance.

Section 8. Effect of Non-Payment of Assessments: Remedies of the Association. Any assessment not

paid within thirty (30) days after the due date shall bear interest within the due date at the rate of six percent (6%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot (and all improvements thereon). No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien too Mortgages. 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 say assessments thereafter becoming due or from the lien thereof. No amendment to this Section shall affect the rights of the holder of any first mortgage on any Lot (or for the indebtedness secured thereby); recorded prior to recordation of such amendment unless the holder thereof (or the indebtedness secured thereby) shall join in the execution of such amendment.

Section 10. Reserves for Replacements. The Association shall establish and maintain a reserve fund for replacements of the Common Areas and community facilities by the allocation and payment monthly to such reserve fund of an amount to be designated from time to time by the Board of Directors. Such fund shall be conclusively deemed to be a common expense of the Association and may be deposited in any banking institution, the accounts of which are insured by any State or by an agency of the United States of America or may, in the discretion of the Board of Directors, be invited in obligations of, or fully guaranteed as to Principal by, the United States of America. The reserve for replacements of the Common Areas and community facilities may be expended only for the purpose of effecting the replacement of the Common Areas, major repairs to any equipment replacement, and for start-up expenses and operating contingencies of a non-recurring nature relating to the Common Areas and community facilities. The Association may establish such other reserves for such other purposes as the Board of Directors may from time to time consider to be necessary or appropriate. The proportional interest of any member in any such reserves shall be considered an appurtenance of his Lot and shall not be separately withdrawn, assigned or transferred or otherwise separated from the Lot to which it appertains and shall be deemed to be transferred to such Lot.

ARTICLE V

Architectural Control

No building, shelter, fence, wall, swimming pool or other structure, or improvements of any kind whatsoever (including walks, patios, driveways and landscaping) maintained upon the Property, nor shall any exterior addition to or change or alteration therein be made (including change in color) until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by Aura Development Company or its developer successors and assigns. Refusal to approve plans, location or specifications may be based upon any ground, including purely aesthetic considerations which in the sole and uncontrolled discretion of Declarant, its successors or assigns, shall be deemed sufficient. In the event the Declarant fails to approve or disapprove such design and location within forty-five (45) 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. Notwithstanding any provision of this Declaration to the contrary, the provisions of this Article V shall not be applicable to the Declarant or any part of the Property owned by the Declarant. One (1) copy of all

plans and specifications shall be furnished to Declarant, its successors or assigns.

ARTICLE VI Use Restrictions and Easements

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

Section 1. The Lots shall be used for residential purposes exclusively, and no building shall be erected, altered, placed or permitted to remain on any such Lot other than one used as a single-family dwelling except that a professional office may be maintained in a dwelling provided that such maintenance and use is limited to the person actually residing in the dwelling and, provided, further, that such maintenance and use is in strict conformity with the provisions of any applicable zoning law, ordinance or regulation. As used in this Section, the term “professional office” shall mean rooms used for office purposes by a member of any recognized profession, including doctors, dentists, lawyers, architects and the like, but not including medical or dental clinics. Nothing contained in this Article, or elsewhere in this Declaration, shall be construed to prohibit the Declarant from the use of any Lot or dwelling, or improvement thereon for promotional, display or construction-related purposes, or as “model homes”, a sales office or the like.

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 may use the Property for model home sites and display and sales offices and other construction or sales-related purposes 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 (18) inches by twenty-four (24) inches, advertising the Property for sale or rent, or one (1) sign per Lot of no greater than one (1) square foot, for the purpose of identifying the owner or occupant by name and address, except signs used by Declarant 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 unreasonably 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. No fuel tanks or any similar storage receptacle may be exposed to view or installed except within the main dwelling house, or buried underground.

Section 5. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be erected 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 Property, 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 no more than two (2) dogs, cats or other household pets may be kept on the Lot subject to such rules and regulations as may be adopted by the Association and provided they are not kept, bred or maintained for any commercial purpose. 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. All rubbish, trash and garbage shall be regularly removed from the Property, and shall not be allowed to accumulate thereon. All trash, garbage and refuse shall be stored in an enclosed, covered or underground receptacle, out of view of the street and neighboring properties. 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, streets and Common Areas by a fence or appropriate screen approved by Aura Development Company. Nothing contained 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 Property.

Section 8. No radio, television receiving or transmitting antennae or external apparatus, or any other poles, towers or similar structures shall be installed on any Lot except by the express written consent of Declarant. Normal radio and television installations wholly within a building are excepted.

Section 9. At no time shall any Lot or parcel be stripped of its topsoil, or trees, or be allowed to go to waste or waste away by being neglected, excavated, or by having refuse or trash thrown, dropped or dumped upon it. Except for construction conducted by Declarant, its successors or assigns, no lumber, brick, stone, cinder block, concrete block or other building materials may be stored upon any lot more than a reasonable time for the construction in which they are used is completed.

Section 10. Only licensed and operative vehicles classified as passenger cars or station wagons may be regularly parked in residential areas, including drives, walks and yards. Each dwelling must maintain off-street parking for at least two (2) automobiles. All driveways must be paved with an all-weather surface.

Section 11. No large trees measuring at least eight (8) inches in diameter at ground level may be removed without the express written approval of Declarant, its successors or assigns, unless located within twenty (20) feet of the main dwelling on the Lot upon which said trees may be located.

Section 12. 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 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. All lots or parcels of ground shall be subject to all easements and agreements of record.

(b) The rights 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 13. All Owners and occupants shall abide by the Bylaws and any rules and regulations adopted by the Association.

Section 14. Any lease agreement between a Lot Owner and a lessee shall provide that the terms of the lease are subject in all respects to the provisions of this Declaration, and the Articles of Incorporation and Bylaws of the Association, and that any failure by the lessee to comply with the terms of such documents shall be a default under the lease. All such leases shall be in writing.

Section 15. None of the foregoing restrictions shall be applicable to the activities of:

(a) Declarant, its officers, employees, agents or assigns, in their development, marketing and sale of Lots or other parcels within the Property; or

(b) To the Association, its officers, employees and agents, in connection with the proper maintenance, repair, replacement and improvement of the Common Areas and community facilities.

Section 16. The following easements and rights are hereby declared or reserved:

(a) Declarant reserves the right to grant easements, both temporary and permanent, to all public authorities and utility companies over any part of the Common Areas.

(b) Each Lot within the Property is hereby declared to have an easement, not exceeding one (1) foot 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.

(c) There is hereby created a blanket easement upon, across, over and under all of the Property for ingress, egress, installation, replacement, repair and maintenance of all utilities, including, but not limited to, water, sewer, drainage, gas, cable television, telephones and electricity, and a master television antenna system. By virtue of this easement, it shall be expressly permissible to erect and maintain the necessary poles and other equipment on the Property and to affix and maintain electrical or telephone wires and conduits, sewer and water and drainage lines, on, above or below any residence or land owned by any Owner.

(d) An easement is hereby reserved to Declarant to enter the Common Area during the period of construction and sale on the Property, and to maintain such facilities and perform such operations as in the sole option of Declarant may be reasonably required, convenient or incidental to the construction and sale of residences, including, without limitation, a business office, sales office, storage area, construction yards, signs, displays and model units.

(e) Declarant also reserves the right to enter into the Common Area for the purpose of carrying out any obligations it may have, or assume, with respect to the curing of any defects in workmanship or materials in the Property or the improvements thereon.

(f) For a period of seven (7) years from the date of conveyance of the first Lot, the Declarant reserves a blanket easement and right on, over and under the Property to maintain and to correct drainage of surface water in order to maintain reasonable standards of health, safety and appearance. Such right expressly includes the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any similar action reasonably necessary, following which the Declarant shall restore the affected property to its original condition as near as practicable. The Declarant shall give reasonable notice of intent to take such action to all affected Owners, unless in the opinion of the Declarant an emergency exists which precludes such notice.

ARTICLE VII

Exterior Maintenance and Casualty

Section 1. Each Owner shall keep each Lot owned by him, and all improvements therein or thereon, in good order and repair and free of debris, including but not limited to the seeding, watering and mowing of all lawns, the pruning and cutting of all trees and shrubbery and the painting (or other appropriate external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management. In the event an Owner of any Lot in the Property shall fail to maintain the Lot and the improvements situated thereon, as provided in the Bylaws 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 an annual assessment levied in accordance with [Article IV](#) hereof. Any such lien shall be subordinate to the lien of any first mortgage or deed of trust. Sale or transfer of any lot shall not affect such 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 any such lien as to payments which become 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. No amendment of to this Section shall affect the rights of the holder of any first mortgage on any Lot (or the indebtedness secured thereby); recorded prior to recordation of such amendment unless the holder thereof (or the indebtedness secured thereby) shall join in the execution of such amendment.

Section 2. The Association shall obtain a broad form public liability policy covering all Common Areas and all damage or injury caused by the negligence of the Association or any of its agents, officers or employees in an amount of not less than One Million Dollars (\$1,000,000.00). for each occurrence and such policies shall contain a waiver of the right of subrogation against members of the Association, its officers, agents and employees.

Premiums for all insurance obtained by the Board of Directors shall be a common expense.

ARTICLE VIII

Management

Section 1. Management Agent. The Board of Directors may employ for the Association a management

agent or manager (the "Management Agent") at a rate of compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall from time to time authorize in writing. The Management Agent shall perform such duties and services as the Board of Directors shall authorize in writing. If the standards and regulations of FNMA and Jot FHLMC prohibit self-management by the Association and FNMA and/or FHLMC holds an interest in a first mortgage or deed of trust against any of the Lots, then no such self-management shall be undertaken by the Association without the prior written consent and approval of all of the holders of the first mortgages of record on the Lots.

Provided that any Lot subject to this Declaration is then encumbered a deed of trust or mortgage which is insured by the Federal Housing Administration or guaranteed by the Veterans Administration, and, provided, further, that FHA and/or VA standards and regulations prohibit self-management of the Association, then no such self-management shall be undertaken by the Association without the prior written consent and approval of FHA or VA, as the circumstances may require.

Section 2. Duration of Management Agreement. Any management agreement entered into by the Association shall provide, inter alia that such agreement may be terminated for cause by either party upon thirty (30) days written notice thereof to the other party. The term of any such management agreement shall not exceed one (1) year, provided, however, that the term of any such management agreement may be renewable by mutual agreement of the parties for successive one (1) year periods.

Section 3. Limitation of Liability. The Association shall not liable for any failure of any services to be obtained by the Association or paid out of the common expense funds, or for injury or damage to person or property caused by the elements or resulting from water which may leak or flow from any portion of the Common Areas or community facilities, or from any wire, pipe, drain, conduit or the like. The Association shall not be liable to any member for loss or damage, by theft or otherwise, of articles which may be stored upon the Common Areas or community facilities diminution or abatement of assessments, as herein elsewhere provided for, shall be claimed or allowed for inconvenience. or discomfort arising from the making of repairs or improvements to the Common Areas or community facilities, or from any action taken by the Association to comply with any of the provisions of this Declaration or with any law or ordinance or with the order or directive of any municipal or other governmental authority.

ARTICLE IX General Provisions

Section 1. Enforcement. The Declarant, Association, or any Owner, or mortgagee of any Lot shall have the right to enforce, by any proceeding at law and/or in equity, all restrictions, conditions, covenants, reservations, liens, charges or other obligations or terms now or hereafter imposed by the provisions of this Declaration, or the Articles of Incorporation or Bylaws of the Association. Failure by the Association or by any Owner or by any mortgagee of any Lot to enforce any covenants or restrictions herein contained or any provision of the Bylaws or Articles of Incorporation of the Association shall in no event be deemed a waiver of the right to do so thereafter. There shall be and there is hereby created and declared to be a conclusive presumption that any violation or breach or attempted violation or breach of any of the within covenants or restrictions or any provision of the Bylaws or Articles of Incorporation of the Association cannot be adequately remedied by action at law or exclusively by recovery of damages.

Section 2. Failure to Enforce. Failure of Aura Development Company 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.

Section 3. Annulment. Waiver Change. Aura Development Company 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, as to any part of the tract then owned by Aura, and with the consent of the owner as to any other land and including in said tract and shall have the further right before a sale to change the size of, locate or relocate any of the lots shown on any of the plats of Tall Oaks Crossing or to subdivide any such lots with roads with ingress and egress.

Section 4. Assignment. Any and all of the rights, powers, easements and estates assumed or given to Aura 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 Aura, Aura thereupon being released therefrom.

Section 5. 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 6. Duration and Amendment. Except where permanent easements or other permanent rights or interests are herein created, the covenants and restriction of the 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 twenty (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.

Section 7. Annexation. The Declarant shall have the right to annex and bring within the scheme of this Declaration additional land in future stages of the development as shown on the Development Plan. provided that so long as there are Class B memberships of the Association FHA and/or VA shall approve any annexations not in accord with said Development Plan as approved by them. The additions authorized shall record Supplementary Declarations of Covenants with respect to the additional land which shall extend the scheme of the covenants and restrictions of the Declaration to such land and thereby subject such land to the effect and operation of this Declaration. Said Supplementary Declarations may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may necessary to reflect the different character, if any, of the added Lots and--as are no inconsistent with the scheme of this Declaration.

Annexations to the Property by the Declarant shall not require the consent of the Class A members if such annexations are made within five (5) years from the date of recordation of this Declaration; provided, however, that if the Declarant is delayed in the improvement and development of the Property on account of a sewer, water or building permit moratorium or any other cause or event beyond the Declarant's control, then the aforesaid five (5) year period shall be extended by a period of time equal to the length of the delays or two (2) years, whichever is less.

Section 8. Encroachment Easement. Each Lot with the Properties is hereby declared to have an easement, not exceeding one (1) foot 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 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 exist.

Section 9. Rights of the Maryland-National Capital Park and Planning Commission (“Commission” herein). Any other provision of this Declaration or the Bylaws or Articles of Incorporation of the Association to the contrary notwithstanding, neither the members, the Board of Directors nor the Association shall, by act or omission, take any of the following actions without the prior written consent of the commission, which consent shall not be unreasonably withheld or delayed:

(a) make any annexation or additions other than as provided for pursuant to Section 4 of Article X of this Declaration; or

(b) abandon, partition, dedicate, subdivide, encumber, sell or transfer any of the Common Areas or community facilities; provided, however, that the granting of rights-of-way, easements and the like for public utilities or for other purposes consistent with the use of the Common Areas and community facilities by the members of the Association shall not be considered a transfer within the meaning of this Section; or

(c) abandon or terminate the Declaration.

Section 10. Additional Rights of Mortgagees - Notice. The Association shall promptly notify the holder of the first mortgage on any Lot for which any assessment levied pursuant to the Declaration, or any installment thereof, becomes delinquent for a period in excess of ninety (90) days and the Association shall promptly notify the holder of the first mortgage on any Lot with respect to which any default in any other provision of this Declaration remains unsecured for a period in excess of thirty (30) days following the date of such default. Any failure to give any such notice shall not affect the validity or priority of any first mortgage on any Lot, and the protection extended in this Declaration to the holder of any such mortgage shall not be altered, modified or diminished by reason of such failure.

No suit or other proceeding may be brought to foreclose the lien for any assessment levied pursuant to this Declaration except after ten (10) days' written notice to the holder of the first mortgage on the Lot which is the subject matter of such suit or proceeding. If the Association undertakes such occurrence to all of the holders of first mortgages of record on the Lots.

Any first mortgagee of any Lot may pay any taxes, utility charges or other charge levied against the Common Areas and community facilities which are in default and which may or have become a charge or lien against any of the Common Areas and community facilities and any such first mortgagee may pay any overdue premiums on any hazard insurance policy or secure new hazard insurance coverage on the

lapse of any policy, with respect to the Common Areas and community facilities. Any first mortgagee who advances such payment shall be due immediate reimbursement of the amount so advanced from the Association.

Section 11. Casualty Losses. In the event of substantial damage or destruction to any of the Common Areas or community facilities, the Board of Directors of the Association shall give prompt written-notice of such damage or destruction to the holders of all first mortgages of record on the Lots. No provision of this Declaration or the Articles of Incorporation or the Bylaws of the Association shall entitle any member to any priority over the holder of any first mortgage of record on his Lot with respect to the distribution to such member of any insurance proceeds paid or payable on account of any damage or destruction of any of the Common Areas or community facilities.

Section 12. Condemnation or Eminent Domain. In the event any part of the Common Areas and community facilities is made the subject matter of any condemnation or eminent domain proceeding, or is otherwise sought to be acquired by any condemning authority, then the Board of Directors of the Association shall give prompt written notice of any such proceeding or proposed acquisition to the holders of all first mortgages of record on the Lot & No provision of this Declaration or the Articles of Incorporation or the Bylaws of the Association shall entitle any member to any priority over the holder of any first mortgage of record on his lot with respect to the distribution to such member of the proceeds of any condemnation or settle-meat relating to a take of any of the Common Areas and community facilities.

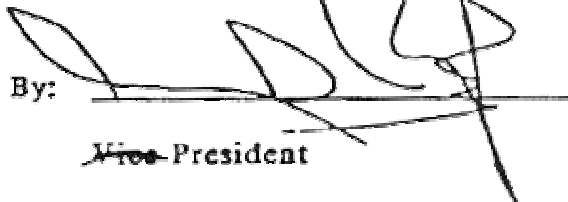
Section 13. Captions and Gender. The captions contained in this Declaration are for convenience only and are not a part of this Declaration and are not intended in any way to limit or enlarge the terms and provisions of this Declaration. Whenever the context so requires, the male shall include all genders and the singular shall include the plural.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has executed this instrument this 3rd day of September, 1985.

ATTEST:



AURADEVELOPMENTCOMPANY,
a Maryland Corporation


By: 
Vice President

(Corporate Seal)

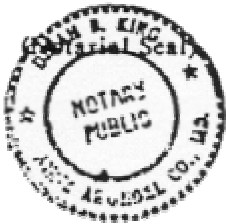
STATE OF MARYLAND
COUNTY OF

On this 3rd day of September, 1985, before me, the undersigned officer, personally appeared, Gary G. Pyles, who have satisfactorily proven to be the President of Aura Development Company, whose names are subscribed to this written instrument, for the purposes therein contained.

Given under my hand and seal this 3rd day of September, 1985.


Notary Public

My Commission Expires: July 1, 1986.



ATTORNEY'S CERTIFICATE

I HEREBY CERTIFY that I am an attorney duly admitted to practice before the Court of Appeals of Maryland and that the within instrument was prepared under my supervision.

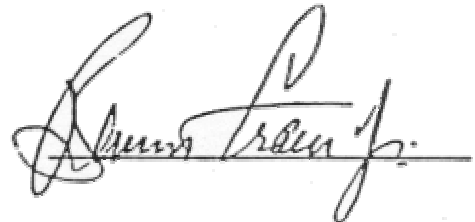


EXHIBIT "A"

TALL OAKS SECTION 1 & 2 LEGAL DESCRIPTION

All those pieces or parcels of ground situate, lying, and being in Queen Anne Election District, Prince George's County, State of Maryland, and being described as follows, to wit:

Beginning for the same at an iron pipe found on the western right of way line of Pennsylvania, Baltimore & Washington Railroad said point also being the northeastern most corner of the property of Jean C. Jones round among the land records of Prince George's County, Maryland in liber 4900 folio 124 thence leaving said westerly line;

- (1) South 77 17' 44" West 187.97 feet to a 5 foot poplar tree; thence
- (2) North 66 04' 45" West 381.33 feet to a pipe on the northeast corner of the 7.2781 acre parcel of land conveyed by Windward Enterprises, Inc. to Greenacre Estates, Inc. by deed dated February 28, 1967 and recorded among said Land Records in Liber 3446 at folio 221; thence with the fourth or last line of said last mentioned deed;
- (3) South 13 49' 34" East 1566.40 feet to an iron pipe marking the corner of Got No. 2, being also the beginning point of said deed and the north right of way line of Hall Road, 40 feet wide; thence with northern right-of-way line of Hall Road;
- (4) 179.60 feet along the arc of a curve to the left with a radius of 450.00 feet a chord bearing of North 85 09' 59" West a distance of 178.42 feet thence;
- (5) South 83 23' 59" West 34.87 feet to an iron pipe at a point that intersects the line described in a boundary line agreement between William H. Stogner and wife and Levitt and Sons, Incorporated, dated April 10, 1968 and recorded among said Land Records in Liber 3655 at folio 845; thence with the line of said boundary line agreement the following eight courses and distances:
 - (6) North 13 49' 34" West 1511.70 feet to a pipe at the northwest corner of said 7.2781 acre parcel;
 - (7) North 13 49' 34" West 151.43 feet to a point;
 - (8) North 47 55' 23" West 204.30 feet thence;
 - (9) North 66 00' 57" West 563.80 feet to a pipe;
 - (10) South 77 06' 34" West 405.50 feet to a pipe thence;
 - (11) South 66 38' 34" West 209.10 feet to a point thence;
 - (12) South 86 10' 34" West 254.40 feet to a point thence;

- (13) North.86 55' 38" West 389.62 feet to a point thence;
- (14) South 89 45' 30" West 200.00 feet to a point thence leaving said line and running through the property of Aura Development Company, acquired from 437 Land Company; by deed dated 23 May 1985, and recorded among the land records of P.G. Co. in liber 6118 folio 864 thence;
- (15) North 09 00' 41" West 550.63 feet thence;
- (16) North 02 47' 54" East 79.92 feet thence;
- (17) North 28 30' 00" East 85.00 feet thence;
- (18) North 53 24' 21" East 84.55 feet thence;
- (19) North 57 29' 09" East 192.22 feet thence;
- (20) 876.44 feet along the curve of an arc to the right with a radius of 790.00 feet with a chord bearing and distance of South 23 51' 06" East
- (21) South 82 04' 09" East 60.00 feet thence)
- (22) South 41 00' 00" East 33.49 feet thence;
- (23) North 04 00' 00" East 95.00 feet thence;
- (24) North 23 58' 59" East 58.52 feet thence;
- (25) South 86 00' 00" East 220.00 feet thence;
- (26) South 83' 51' 05" East 82.88 feet thence;
- (27) South 76 32' 30" East 93.19 feet thence;
- (28) South 68 42' 30" East 91.23 feet thence;
- (29) South 63 28' 08" East 97.67 feet thence;
- (30) South 63 20' 00" East 60.00 feet thence;
- (31) South 59 48' 03" East 105.29 feet thence;
- (32) South 51 28' 30" East 92.02 feet thence;
- (33) South 43 17' 00" East 100.83 feet thence;
- (34) South 34 52' 30" East 97.11 feet thence;
- (35) South 26 37' 30" East 97.11 feet thence;

- (36) South 18 22' 30" East 97.11 feet thence;
- (37) South 11 '47' 41" East 58.89 feet thence;
- (38) North 76 47' 29" East 309.94 feet to a point thence;
- (39) North 72 09' 57" East 55.63 feet to a point thence;
- (40) South 88 33' 18" East 78.97 feet to a point thence;
- (41) South 87 52' 59" East 65.84 feet to a point thence;
- (42) South 76 45' 55" East 89.76 feet to a point thence;
- (43) South 69 57' 45" East 89.76 feet to a point thence;
- (44) South 63 09' 35' East 89.76 feet to a point thence;
- (45) South 56 21' 25" East 89.75 feet to a point thence;
- (46) South 49 38' 31" East 88.58 feet to a point thence;
- (47) South 52 05' 55" East 90.73 feet to a point thence;
- (48) 171.41 feet along the arc of a curve to the left hay/rig a radius of 420.00 feet and a chord bearing and distance of North 27 26' 29' East 170.22 feet to a point thence;
- (49) South 74 15' 00' East 125.00 feet to a point thence;
- (50) North 75 45' 14" East 94.00 feet to aforementioned western railroad right-of-way crossing an existing 40' wide gas easement recorded in liber 3613 folio 485,thence binding on said railroad right of way;
- (51) South 14 14' 46" East 1137.00 feet to the point of beginning.

Containing in all 72.0036 acres of land more or less.

And also together with the utility easement reserved in said boundary-line agreement between William H. Stogner and wife and Levitt and Sons, Incorporated across a 1.3480 acre parcel of land described therein and recorded in Liber 3655 at Folio 845 and 40' gas pipe line easement along the eastern boundary of adjacent to the Pennsylvania Baltimore & Washington Railroad and recorded in liber 3613 at folio 482, and easements described in liber 84 folio 462, liber 467 folio 26, liber 547 folio 400, liter 1077 folio 442 and liber 3249 folio 454.