Recorded among the land records of Howard County, Maryland in Liber 2373 Folio 348

River Hill Village Covenants
Deed, Agreement and Declaration

THIS DEED, AGREEMENT AND DECLARATION, made this 12th day of August, 1991, by and between THE HOWARD RESEARCH AND DEVELOPMENT CORPORATION, a Maryland corporation (hereinafter referred to as "HRD" and "Declarant"), Grantor, and NANCY VOLPE, of Catonsville, Maryland (hereinafter referred to as the "Grantee"), and COLUMBIA ASSOCIATION, INC., a Maryland nonprofit membership corporation (hereinafter referred to as "CA").

WHEREAS, HRD has heretofore acquired the fee simple interest in the land described in Exhibit A annexed hereto and made a part thereof, said land in its entirety being hereinafter referred to as the "Property";

WHEREAS, the Property, together with certain other property, was heretofore subjected to those certain covenants, easements, charges and liens set forth in that certain Deed, Agreement and Declaration of Covenants, Easements, Charges and Liens dated the 13th day of December, 1966, by and between CA and Declarant and recorded among the Land Records of Howard County in Liber W.H.H. 463, Folio 158, et. seq., all said covenants, easements, charges and liens so imposed being hereinafter referred to as the "CA Restrictions";

WHEREAS, HRD has subdivided the Property and desires to subject the same to those certain, additional covenants, agreements, easements, restrictions, charges and liens (hereinafter referred to collectively as the "River Hill Village Covenants") as hereinafter set forth;

WHEREAS, CA is a non-profit civic organization formed for the purposes described in its Charter and in the CA Restrictions and for the purposes described herein;

WHEREAS, River Hill Community Association, Inc., shall be a Maryland non-profit membership corporation (hereinafter referred to as the "Association") formed for the purposes described in its Charter and herein;

WHEREAS, CA has approved the Association, its Charter and By-Laws for the purposes stated in Article Seventh of the CA Charter; and

WHEREAS, in order to cause the River Hill Village Covenants to run with, burden and bind the Property, HRD does, by this deed, convey the Property to the Grantee upon condition that she, as agent for Declaration, covenant and declare as herein provided and forthwith reconvey the Property to HRD subject to, and burdened and bound by, the River Hill Village Covenants.

NOW, THEREFORE, THIS DEED, AGREEMENT AND DECLARATION WITNESSETH: that for and in consideration of the premises and the sum of Five Dollars ($5.00), paid by each party to the other, the receipt and sufficiency whereof being hereby mutually acknowledged, the parties hereto do hereby grant, covenant and declare as follows:

HRD does hereby GRANT, COVEY AND ASSIGN unto the Grantee, the Property, subject, however, to the River Hill Village Covenants imposed hereby.

TOGETHER with any and all improvements thereon and all rights and appurtenances thereunto belonging of in anywise appertaining.

TO HAVE AND TO HOLD the above granted Property unto the Grantee, her heirs, executors, administrators and assigns, forever, in fee simple, subject, however, to the River Hill Village Covenants which it is hereby covenanted and agreed shall be binding upon (i) the Grantee, her heirs, executors, administrators and assigns, and (ii) the Property, to the end that the River Hill Village Covenants shall run with, bind and burden the Property, for and during the period of time specified hereafter.

AND the parties hereto further covenant and declare as follows:

ARTICLE I

DEFINITIONS

SECTION 1.01. "Architectural Committee" shall mean and refer to that body the membership of which is provided for in SECTION 7.01 hereof.

SECTION 1.02. "Association" shall mean and refer to River Hill Community Association, Inc., its successors and assigns.

SECTION 1.03. "Association Board" shall mean and refer to the Board of Directors of the Association.

SECTION 1.04. "Association Charter" shall mean and refer to the Articles of Incorporation of the Association.

SECTION 1.05. "Association Land" shall mean all real property owned and maintained by the Association for the common use and enjoyment of its members.

SECTION 1.06. "CA" shall mean and refer to the Columbia Association, Inc., or to a "Successor Corporation," as defined in Section 7.04 of the CA Restrictions.

SECTION 1.07. "CA Board" shall mean and refer to the Board of Directors of CA.

SECTION 1.08. "CA Charter" shall mean and refer to the Articles of Incorporation of CA.

SECTION 1.09. "Declarant" shall mean and refer to HRD, its successors and assigns.

SECTION 1.10. "Declaration" shall mean and refer to this Deed, Agreement and Declaration as the same may from time to time be supplemented or amended in the manner prescribed herein.

SECTION 1.11. "Development Period" shall mean and refer to the fifteen (15) year period commencing on the day that this Deed, Agreement and Declaration is filed for recording among the Land Records of Howard County, Maryland.

SECTION 1.12. "Easement area" as defined in SECTION 9.02 hereof.

SECTION 1.13. "HRD" and "HRD, its successors and assigns," shall mean and refer to The Howard Research and Development Corporation, and its successors and assigns, but not mere successors in title to, or assignees of interests in, the property or any part thereof.

SECTION 1.14. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision plat of the Property or any part thereof, exclusive of any plots of land designated as open space or common access uses.

SECTION 1.15. "Members" shall mean and refer to every person or entity who holds membership in the Association.

SECTION 1.16. "Mortgage" shall mean and refer to a mortgage, deed of trust or other security devise and "Mortgagee '' shall mean and refer to the mortgagee, beneficiary, trustee or other holder of any of the aforegoing instruments.

SECTION **1.17.** "Owner" shall mean and refer to the owner of any "Unit" within the Property or any common or joint interest therein if such Unit is owned by more than one person or entity. "Unit" shall mean and include (i) the fee simple or long term leasehold title to any Lot within the Property; (ii) the fee simple or long term leasehold title to a unit in any condominium development within the Property; and (iii) any share, membership or other interest in any cooperative or other entity organized and operated for the purpose of making residential dwelling units available to its shareholders, members or other beneficiaries, which share, membership or other interest entitles the owner thereof to possession of any residential dwelling unit within the Property, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation.

SECTION 1.18. "Property" shall mean and refer to that certain real property described more particularly in Exhibit A attached hereto and made a part of hereof and, from and after any annexation, such additional lands as may be annexed thereto in the manner prescribed in SECTION 2.02 hereof.

SECTION 1.19. "Structure" shall mean and refer to any thing or device other than trees (except for evergreen trees planted in the form of a hedge or barrier), shrubbery (less than two (2) feet high if in the form of a hedge) and landscaping, the placement of which upon any lot may affect the appearance of such Lot, including by way of illustration and not limitation, any

building, garage, porch, shed, greenhouse, or bathhouse, coop or cage, covered or uncovered patio, swimming pool, clothes line, radio or television antenna, fence, curbing, paving, wall, barrier or hedge more than two (2) feet in height (whether made of shrubbery or evergreen trees), signboard or any temporary or permanent living quarters (including any house trailer) or any other temporary or permanent improvement to such Lot.
"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 any Lot, or which affects or alters the flow of any waters in any natural or artificial stream, wash or drainage channel from, upon or across any Lot and (ii) any change in the grade of any Lot of more than six inches from that existing at the time of purchase by each Owner.

SECTION 1.20. "Tenant" shall mean and refer to an individual who (i) actually resides on the Property under a written lease from an Owner in which such individual is named as lessee, and (ii) delivers an executed copy of such lease to the Association Board.

SECTION 1.21. "Village Covenants" shall mean and refer to these River Hill Village Covenants applicable to the Village of River Hill.

SECTION 1.22. "Final Development Plan" as used herein shall mean and refer to each of those recorded plats or combination of plats, drawings or narrative materials submitted by HRD and approved by the Planning Board of Howard County (or any successor agency) by means of which land uses and development criteria are designated for specific portions of the Property pursuant to the Howard County New Town Zoning Ordinance.

ARTICLE II

THE PROPERTY SUBJECT TO THIS DECLARATION AND AGREEMENT: ANNEXATION OF ADDITIONAL LANDS

SECTION 2.01. The Property described in Exhibit A is a portion of a larger area of land owned by HRD. HRD may from time to time cause separate and additional declarations and agreements to be filed subjecting other portions of the larger area of land the Property by this Declaration. In addition, HRD may cause additional portions of such larger area of land to be subjected to the terms of this Declaration in the manner prescribed in SECTION 2.02 hereof. Each Owner and each Tenant, by the act of becoming such, shall be taken to have acknowledged and agreed (i) that the Property described in Exhibit A and such property as may be annexed pursuant to SECTION 2.02 hereof shall be the only property subject to the River Hill Village Covenants, (ii) that neither anything contained in this Declaration nor in any recorded or unrecorded plat, map, picture, drawing, brochure or other representation of a scheme of development, shall be construed as subjecting or requiring HRD, CA, the Association, or any successor or assignee to or of any of the aforementioned, to subject to this Declaration or any other declaration or agreement any property or land now or hereafter owned by any of them other than that described in Exhibit A annexed hereto, and (iii) that the only manner in which

any additional land can be subjected to this Declaration shall be by and in accordance with and procedure set forth in SECTION 2.02 hereof. The face that terms or provisions set forth in separate or additional declarations or agreements relating to property or lands other than the Property may be similar or identical, in whole or in part, to the provisions set forth in this Declaration shall not be construed to mean that it was the intent or purpose therein to subject any additional property or lands to this Declaration or any terms or provisions thereof.

SECTION 2.02. HRD or any other person owning land in the general area of the Property with the written approval of HRD may, from time to time, annex additional lands to the Property and thereby subject the same to the River Hill Village Covenants, by the execution and filing for recordation among the Land Records of Howard County of any instrument expressly stating an intention so to annex and describing such additional lands to be so annexed. During the fifteen (15) year period commencing with the date of the recording of this Declaration, HRD, or any other person with the written approval of HRD, may annex additional lands to the Property in its absolute discretion. From and after the termination of said fifteen (15) year period, additional lands may be annexed to the Property provided that each such annexation is approved in writing by the Federal Housing Administration or by two-thirds (2/3rds) of the members of the Association entitled to vote.

SECTION 2.03. The Restrictions contained in this Declaration shall not apply to the Property or any portion thereof owned or leased by the United States, State of Maryland, Howard County or any instrumentality or agency thereof for so long as such entity shall be the owner or lessee thereof, but such Restriction shall continue to apply to the Property, or any portion thereof, at such time as the Property or any portion thereof, is no longer owned or leased by the United States, State of Maryland, Howard County or any instrumentality or agency thereof.

ARTICLE III

MEMBERSHIP: VOTING RIGHTS

SECTION 3.01. Members of the Association, entitled to vote at meetings of members, shall be residents of the Property, aged 18 or older.

SECTION 3.02. Members of the Association, entitled to vote on amendments to this Declaration under SECTION 13.01 and on annexations under SECTION 2.02 hereof, shall be Owners. Owners shall be entitled to one vote for each “Unite” (as defined in SECTION 1.17 hereof) they own or hold.

SECTION 3.03. Any member who is in violation of the River Hill Village Covenants, as determined by the Association Board, shall not be entitled to vote during any period in which such violation continues. As member who fails to pay any dues or any special assessment

established by the Association shall not be entitled to vote during any period in which any such dues or assessments are due and unpaid.

ARTICLE IV

ASSOCIATION DUES AND ASSESSMENTS

SECTION 4.01. The Association Board shall have the right to charge members reasonable dues and to assess reasonable pro rata assessments for capital improvements; provided, however, that such dues and assessments shall not be enforceable obligations against any member nor shall they create liens against any part of the Property. The sole remedy for nonpayment of such dues or assessments shall be the suspension of the delinquent member's voting rights (except with respect to the casting of a vote for a representative to the Columbia Council) and the right to use Association Land until such payment is made, but no such suspension shall in any manner relieve the member of the obligation to abide by all River Hill Village Covenants. In order to regain the right to vote and to use Association Land, the delinquent member need pay only the then current dues and assessments and need not pay delinquent dues and assessments for prior years.

ARTICLE V

PROPERTY RIGHTS

SECTION 5.01. Every member shall have a right and easement of enjoyment in and to Association Land and such easement shall be appurtenant to and shall pass with any of the interests described in SECTIONs 1.17 or 1.20 hereof. All rights and easements are subject to the right of the Association, in accordance with the Association Charter and By-Laws;

(a) To limit the number of guests of members in or upon any Association Land or any facilities located thereon;
(b) To charge reasonable admission and other fees for the use of any recreational facilities situated upon Association Land;
(c) To borrow money for the purpose of improving Association Land and in aid thereof to mortgage the same;
(d) To suspend the voting rights and right to use any such recreational facilities by a member (i) for any period during which any dues or any assessment remain unpaid, (ii) for any period during which a violation of the River Hill Village Covenants exists, and (iii) for a period no to exceed thirty (30) days for any infraction of rules and regulations adopted and promulgated by the Association;
(e) To grant easements or rights-of-way to any public utility corporation or public agency;

(f) To dedicate or transfer all or any part of the Association Land to any public agency or authority or to CA for such purposes and subject to such conditions as may be agreed to by the Association and such transferee. No such dedication or transfer shall be effective unless an instrument signed by members entitled to cast two-thirds (2/3rds) of the votes has been properly filed among the records of the Association, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every member not less than thirty (30) days nor more than sixty (60) days in advance of the meeting at which such instrument is first presented for signature.

SECTION 5.02. A member's right of enjoyment in Association Land shall automatically extend to all members of his immediate family residing on any part of the Property. No guests shall be entitled to exercise such right of enjoyment or to any use of Association Land except as provided in, and subject to, such regulations as may be promulgated by the Association Board.

ARTICLE VI

COVENANTS FOR MAINTENANCE

SECTION 6.01. Each Owner shall keep all Lots owned by him, and all improvements therein or thereon, in good order and repair, 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. If, in the opinion of the "Architectural Committee," as hereinafter defined, any Owner fails to perform the duties imposed by the preceding sentence, HRD (or CA or the Association by written delegation of right and authority from HRD) during the Development Period and thereafter CA or the Association, after approval by a two-thirds (2/3rds) decision of the Association Board, and after fifteen (15) days' written notice to the Owner to remedy the condition in question, shall have the right, through its agents and employees, to enter upon the Lot in question and to repair, maintain, repaint and restore the Lot or such improvements and the cost thereof shall be a binding personal obligation of such Owner as well as a lien (enforceable in the same manner as a mortgage) upon the Lot in question. In the event of such action by CA or the Association during the Development Period either of such entities shall act only in its own right pursuant to any such delegation and shall not act as an agent of HRD for such purpose.

SECTION 6.02. The lien provided in Section 6.01 hereof shall be in favor of the entity acting but shall not be valid as against a bona fide purchaser (or bona fide mortgages) of the Lot in question unless a suit to enforce said lien shall have been filed in a court of record in Howard County prior to the recordation among the Land Records of Howard County of the deed (or

mortgage) conveying the Lot in question to such purchaser (or subjecting the same to such mortgage).

ARTICLE VII

ARCHITECTURAL COMMITTEE: ARCHITECTURAL CONTROL

SECTION 7.01. The "Architectural Committee" shall be composed of those three or more individuals so designated from time to time (i) by HRD during the Development Period, CA being entitled at all times after the Development Period to appoint a majority thereof. Except as hereinafter provided, the affirmative vote of a majority of the membership of the Architectural Committee shall be required in order to adopt or promulgate any rule or regulation, or to make any findings, determinations, ruling or order, or to issue any permit, authorization or approval pursuant to directives or authorizations contained herein. With regard to review of plans and specifications as set forth in this Article VII, however, and with regard to all other specific matters (other than the promulgation of rules and regulations) as may be specified by resolution of the entire Architectural Committee, each individual member of the Architectural Committee shall be authorized to exercise the full authority granted herein to the Architectural Committee. Any approval by one such member of any plans and specifications submitted under this Article VII, or the granting of any approval, permit of authorization by one such member in accordance with the terms hereof, shall be final and binding. Any disapproval, or approval based upon modification or specified conditions by one such member shall also be final and binding, provided, however, that in any such case, any applicant for such approval, permit or authorization may, within ten (10) days after receipt of notice of any such adverse decision, file a written request to have the matter in question reviewed by the entire Architectural Committee. Upon the filing of any such request, the matter with respect to which such request was filed shall be submitted to the reviewed as soon as possible by the entire Architectural Committee. Thereafter, the decision of a majority of the members of the Architectural Committee with respect to such matter shall be final and binding.

SECTION 7.02. No Structure shall be commenced, erected, placed, moved on to or permitted to remain on any Lot, nor shall any existing Structure upon any Lot be altered in any way which materially changes the exterior appearance thereof, nor shall any new use be commenced on any Lot, unless plans and specifications (including a description of any proposed new use) thereof shall have been submitted to and approved in writing by the Architectural Committee, but in any event shall include (i) a site plan of the Lot showing the nature, exterior color scheme, kind, shape, height, materials and location with respect to the particular Lot (including proposed front, rear and side setbacks and free spaces, if any are proposed) of all Structures, the location thereof with reference to Structures on adjoining portions of the

Property, and the number and location of all parking spaces and driveways on the Lot; and (ii) grading and landscaping plans for the particular Lot.

SECTION 7.03. The Architectural Committee shall have the right to disapprove any plans and specifications submitted hereunder because of any of the following:

(a) the failure of such plans or specifications to comply with any of the River Hill Village Covenants;
(b) failure to include information in such plans and specifications as may have been reasonably requested;
(c) objection to the exterior design, appearance or materials of any proposed Structure;
(d) incompatibility of any proposed Structure or use with existing Structures or uses upon other Lots in the vicinity;
(e) objection to the location of any proposed Structure upon any Lot or with reference to other Lots in the vicinity;
(f) objection to the grading and landscaping plans for any Lot;
(g) objection to the color scheme, finish, proportions, style of architecture, height, bulk or appropriateness of any proposed Structure;
(h) objection to parking areas proposed for any Lot on the grounds of (i) incompatibility to proposed uses and Structures on such Lot or (ii) the insufficiency of the size of parking areas in relation to the proposed use of the Lot; or
(i) any other matter which, in the judgment of the Architectural Committee, would render the proposed Structure, Structures or uses in harmonious with the general plan of improvement of the Property or with Structures or uses located upon other Lots in the vicinity.

In any case where the Architectural Committee shall disapprove any 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 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.

SECTION 7.04. Upon approval by the Architectural Committee of any plans and specifications submitted hereunder, a copy of such plans and specifications, as approved, shall be deposited for permanent record with the Architectural Committee and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same.

SECTION 7.05. The Architectural Committee may promulgate rules governing the form and content of plans to be submitted for approval or requiring specific improvements on the

Lots, including, without limitation, exterior lighting and planting, and may issue statements of policy with respect to approval or disapproval of the architectural styles or details, or other matters, which may be presented for approval. Such rules and such statements of policy may be amended or revoked by the Architectural Committee at any time, and no inclusion in, omission from or amendment of any such rule or statement shall be deemed to bind the Architectural Committee to approve or disapprove any feature or matter subject to approval, or to waive the exercise of the Architectural Committee's discretion as to any such matter, but no change of policy shall affect the finality of any approval granted prior to such change. Approval for use on any Lot of any plans or specifications shall not be deemed a waiver of the Architectural Committee right, in its discretion, to disapprove such plans of specifications or any of the features or elements including therein if such plans, specifications, features or elements are subsequently submitted for use on any Lot or Lots. Approval of any such plan and specifications relating to any Lot, however, shall be final as to that Lot and such approval may not be revoked or rescinded thereafter, provided (i) that the Structures or uses shown or described on or in such plans and specifications do not violate any specific prohibition contained in the River Hill Village Covenants and (ii) that the plans and specifications, as approved, and any condition attached to any such approval, have been adhered to and complied with in regard to all Structures on and uses of the Lot in question.

In the event that the Architectural Committee fails to approve or disapprove any plans and specifications as herein provided with sixty (60) days after submission thereof, the small shall be deemed to have been approved, as submitted, and no further action shall be required.

SECTION 7.06. If any Structure shall be altered, erected, placed or maintained upon any Lot, or any new use commenced on an Lot, otherwise than in accordance with plans and specifications approved by the Architectural Committee pursuant to the provisions of the Article VII, such alterations, erection, maintenance or use shall be deemed to have been undertaken in violation of this Article VII and without approval required herein, and upon written notice from the Architectural Committee, any such Structure so altered, erected, placed or maintained upon any Lot in violation hereof shall be removed or realtered, and any such use shall be terminated, so as extinguish such violation.

If fifteen (15) days after the notice of such a violation the Owner of the Lot upon which such violation exists shall not have taken reasonable steps toward the removal of termination of the same, HRD (or CA or the Association by written delegation of right and authority from HRD) during the Development Period and thereafter CA or the Association shall have the right, through its agent and employees, to enter upon such Lot and to take such steps as may be necessary to extinguish such violation and the cost thereof shall be a binding, personal obligation of such Owner as well as a lien (enforceable in the same manner as a mortgage) upon the Lot in question. In the event of such action by CA or the Association during the Development Period, either of such entities shall act only in its own right pursuant to any such delegation and shall not act as an agent of HRD for such purpose. The lien provided in this

SECTION 7.06 shall be in favor of the entity acting but shall not be valid as against a bona fide purchaser (or bona fide mortgages) of the Lot in questions unless a suit to enforce said lien shall have been filled in a court of record in Howard County prior to the recordation among the Lands Records of Howard County of the deed (or mortgage) conveying the Lot in question to such purchaser (or subjecting the same to such mortgage).

SECTION 7.07. Upon completion of the construction or alteration of any Structure in accordance with plans and specifications approved by the Architectural Committee, the Architectural Committee shall, upon written request of the Owner thereof, issue a certificate of compliance in form suitable for recordation, identifying such Structure and the Lot on which such Structure is placed, and stating that the plans and specifications, the location of such Structure and the use or uses to be conducted thereon have been approved and that such Structure complies therewith. Preparation and recording of such certificate shall be at the expense of such Owner. Any certificate of compliance issued in accordance with the provisions of this SECTION 7.07 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 insurer, such certificate shall be conclusive evidence that all Structures on the Lot, and the use or uses described therein comply with all requirements of this Article VII, and with all other requirements of this Declaration as to which the Architectural Committee exercises any discretionary or interpretive powers.

SECTION 7.08. The Architectural Committee may charge and collect a reasonable fee for the examination of any plans and specifications submitted for approval pursuant to this Article VII, payable at the time such plans and specifications are so submitted, provided, that such fee shall not exceed the amount chargeable by the appropriate governmental authority for the application for and processing of building permits for structures on the Lot with regard to which such plans and specifications are submitted.

SECTION 7.09. Any agent of HRD or of the Architectural Committee or of CA or the Association when the latter two entities are entitled to exercise rights of enforcement hereunder may at any reasonable time or times enter upon and inspect any Lot and any improvements thereon for the purpose of ascertaining whether the maintenance of such Lot and the maintenance, construction or alteration of Structures thereon are in compliance with the provisions hereof; and neither HRD, CA the Association nor the Architectural Committee nor any such agent shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

ARTICLE VIII

GENERAL COVENANTS AND RESTRICTIONS

SECTION 8.01. Without the prior written approval of the Architectural Committee:

(a) No Lot shall be split, divided, or subdivided for sale, resale, gift, transfer or otherwise;
(b) No facilities, including poles and wires, for the transmission of electricity, telephone messages and the like shall be placed or maintained above the surface of the ground on any Lot, and no external or outside antennas of any kind shall be maintained, and
(c) No boat trailer, house trailer, trailer, truck or any similar items shall be stored or parked in the open on any Lot.

SECTION 8.02. No tree having diameter of six (6) inches or more (measured from a point two feet above ground level) shall be removed from any Lot without the express written authorization of the Architectural Committee. The Architectural Committee, in its discretion, may adopt and promulgate rules and regulations regarding the preservation of trees and other natural resources and wildlife upon the Property. If it shall deem it appropriate, the Architectural Committee may mark certain trees, regardless of size, as not removable without written authorization. In carrying out provisions of this Section 8.02, the Architectural Committee and its agents may come upon any Lot during reasonable hours for the purpose of inspecting or marking trees or in relation to the enforcement and administration of any rules and regulations adopted and promulgated pursuant to the provisions hereof. Neither the Architectural Committee, nor its agents shall be deemed to have committed a trespass or wrongful act by reason of any such entry or inspection.

SECTION 8.03. No birds, animals or insects shall be kept or maintained on any Lot except for domestic purposes. Under no circumstances shall any commercial or business enterprise involving the use of animals be conducted on the property without the express written consent of the Architectural Committee. The Architectural Committee may, from time to time, publish and impose reasonable regulations setting forth the type and number of animals that may be kept on any Lot.

SECTION 8.04. No sign or other advertising device of any nature shall be placed upon any Lot except as provided herein. The Architectural Committee may, in its discretion, adopt and promulgate rules and regulations relating to signs which may be employed. Signs and other advertising devices may be erected and maintained upon any portion of the Property zoned for industrial or commercial uses if approved by the Architectural Committee, as to color, location, nature, size and other characteristics of such signs or devices.

SECTION 8.05. No temporary building, trailer, garage, or Structure in the course of construction shall be used, temporarily, or permanently, as a residence on any Lot.

SECTION 8.06. No lumber, metals, bulk materials, refuse or trash shall be kept, stored, or allowed to accumulate on any Lot. During construction of any improvements on the Property, the Owner shall keep any construction site free of unsightly accumulations of rubbish and scrap materials, and construction materials, trailers, shacks and the like employed in

connection with such construction shall be kept in a neat and orderly manner. 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 pickup is to be made, at such place on the Lot so as to provide access to persons making such pickup. At all other times such containers shall be stored in such a manner so that they cannot be seen from adjacent and surrounding property. The Architectural Committee, in its discretion, may adopt and promulgate reasonable rules and regulations relating to the size, shape, color and type of containers permitted and the manner of storage of the same on the Property.

SECTION 8.07. No water pipe, gas pipe, sewer pipe or drainage pipe shall be installed or maintained on any Lot above the surface of the ground, except hoses and movable pipes used for irrigation purposes. No Lot shall be used for the purpose of boring, mining, quarrying, exploring for or removing oil or other hydrocarbons, minerals, gravel or earth.

SECTION 8.08. HRD (or CA of the Association by written delegation of right and authority from HRD) during the Development Period and thereafter CA and the Association shall have the right to enter upon any Lot and trim or prune, at the expense of the Owner, any hedge or other planting which in the opinion of the Architectural Committee, by reason of its location upon the detrimental to the adjoining property or obscures the view of street traffic or is unattractive in appearance; provided, however, that the Owner shall be given written notice fifteen (15) days prior to such action.

ARTICLE IX

EASEMENTS

SECTION 9.01. Easements and rights-of-way are hereby expressly reserved to HRD in, on, over and under the "easement area," as hereinafter defined, of each Lot, for the following purposes:

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

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

HRD and CA, and their respective agents, shall have the right to enter upon all parts of the easement area of each Lot.

SECTION 9.02. The term "easement area" as used herein, shall mean and refer (i) to those areas on each Lot with respect to which easements may be shown on the recorded subdivision plat relating thereto; and in addition (ii) to a strip of land within the log lines of each Lot ten (10) feet in width in the front and rear of the Lot and five (5) feet in width on each side, each said distance being measured in each case from the lot line toward the center of the Lot.

ARTICLE X

ZONING AND SPECIFIC RESTRICTIONS

SECTION 10.01. The River Hill Village Covenants shall not be taken as permitting any action or thing prohibited by the applicable zoning laws, or the laws, rules or regulations of any governmental authority, or by specific restrictions imposed by any deed or lease. In the event of any conflict, the most restrictive provision of such laws, rules, regulations, deeds, leases or the River Hill Village Covenants shall be taken to govern and control.

SECTION 10.02.

(a) Each Owner, by the acceptance of a deed, lease or other instrument conveying any interest in the Property covenants and agrees, as part of the consideration therefor, that he shall not use the Property for any purpose except one or more of those permitted by any and all Land Use Designations and Final Development Plan Criteria set forth on any Final Development Plan (or any phase thereof) affecting the Property, or any portion thereof, filed and recorded among the Land Records of Howard County, Maryland, pursuant to Section 17 (or any successor section or part) of the Zoning Regulations of Howard County, Maryland. This Section 10.02 (a) shall be enforceable solely by HRD and, upon assignment of such right by HRD in any specific instance, by CA or the Association or either of them during the Development Period and, upon expiration of the Development Period, shall terminate.

(b) Every Owner further acknowledges and agrees that such Land Use Designations and Final Development Plan Criteria do not in any way give rise to any legal or equitable right, servitude, easement or other interest appurtenant to the Property or any part thereof.

SECTION 10.03. Neither. the Property or any portion thereof, nor any building or other structure erected thereon shall be used or permitted to be used, temporarily or permanently for any of the following purposes, namely: (i) for the establishment or maintenance thereon of any department store, discount department store or variety store; nor shall any Lot within the said Property except those designated b HRD for Village Center or Neighborhood Center use on

Finai Development Plans be in any way used, or combined with or used in connection with any other property or any other Lot within the Property as a shopping center or as a retail sales establishment other than for purposes specifically permitted by HRD by an instrument executed and recorded as required by law for a deed; (ii) for an amusement park or for the operation of ferris wheels, merry-go-rounds, roller coasters, haunted or fun houses, barrel rolls, side shows, penny arcades, live animal shows, marine life shows or wild animal preserves (provided this (ii) shall not prohibit temporary uses otherwise prohibited for periods not exceeding two consecutive weeks in any three month period or rides intended primarily for children under twelve (12) years of age). The provisions of this Section 10.03 shall inure to the benefit of and be enforceable solely by HRD, shall be capable of being amended or deleted in whole or in part by HRD without the consent of any other person and shall not give any third party any right or cause of action on account of the terms thereof.

ARTICLE X I

RESIDENTIAL PROTECTIVE COVENANTS AND RESTRICTIONS

SECTION 11.01. The provisions of this Article XI shall relate solely to Lots designated by Final Development Plan Criteria for residential uses:

SECTION 11.02. No profession or home industry shall be conducted in or on any part of a Lot or in any improvement thereon on the Property without specific written approval of the Architectural Committee. The Architectural Committee, in its discretion, upon consideration of the circumstances in each case, and particularly the effect on surrounding property, may permit a Lot or any improvement thereon to be used in whole or in part for the conduct of a profession or home industry. No such profession or home industry shall be permitted, however, unless it is considered, by the Architectural Committee, to be compatible with a high quality residential neighborhood. The following activities, without limitation, may be permitted by the Architectural Committee in its discretion: music, art and dancing classes; day nurseries and schools; medical and dental offices; fraternal or social club meeting place; seamstress services.

SECTION 11.03. Anything herein to the contrary notwithstanding, with the written approval of the Architectural Committee and until such approval may be revoked, any Lot or portion thereof may be used for model purposes or for the maintenance of a real estate office during the Development Period.

SECTION 11.04. No clothing or any other household fabrics shall be hung in the open on any Lot unless the same are hung from an umbrella or retractable clothes hanging device which is removed from view when not in use or unless the same are enclosed by a fence or other enclosure at least six inches higher than such hanging articles, provided such fence or other enclosure is approved by the Architectural Committee. No machinery shall be placed or operated upon any Lot except such machinery as is usual in maintenance of a private residence.

SECTION 11.05. Notwithstanding other provisions herein, the Architectural Committee may authorize any Owner with respect to his Lot to:

(a) temporarily use a single family dwelling house for more than on family;
(b) maintain a sign other than as expressly permitted herein;
(c) locate Structures other than the principal dwelling house within set-back areas; or
(d) use Structures other than the principal dwelling house for residence purposes on a temporary basis.

ARTICLE X I I

WATERFRONT AREAS AND WATERWAYS

SECTION 12.01. Any Lot which shall abut upon any lake, stream, river, canal or other waterway (hereinafter collectively referred to as "Waterways") shall be subject to the following additional restrictions:

(a) No wharf, pier, bulkhead, or other structure or obstruction shall be built or maintained upon any waterfront site or into or upon any Waterway on the Property or adjacent thereto except with the specific written approval of the Architectural Committee or as to waters owned by it, by CA. In no event shall any such structure or obstruction be permitted if it is deemed to offer any threat whatsoever to safe navigation upon such Waterway or to the safe and convenient use of such Waterway as a recreation facility.
(b) No boat canal shall be constructed upon any Lot nor shall any facility or devise be constructed or installed upon any Lot which shall in any way alter the course of or natural boundaries of any Waterway or which shall involve or result in the removal of wafer from any Waterway.
(c) No boats, boat railways, hoists, launching facilities or any similar type of structures or equipment shall be installed, constructed or maintained upon any Lot, nor shall any boat or boat trailer be stored on any Lot in such manner as to be visible from surrounding properties or from the abutting Waterway.

SECTION 12.02. No boat of any kind shall be operated upon any Waterway on the Property without the prior written approval of CA, and even if such approval is granted, such operation shall conform to all rules and regulations promulgated by CA concerning the use of boats.

SECTION 12.03. No garbage, trash or other refuse shall be dumped into any Waterway on the Property.

ARTICLE X I I I

ENFORCEMENT, DURATION AND AMENDMENT

SECTION 13.01. The provisions contained in this Declaration shall run with and bind the Property, shall inure to the benefit of and shall be enforceable by HRD (or CA or the Association by, written delegation of right and authority from HRD) during the Development Period and thereafter, except as to Section 10.03 hereof, by CA, the Association and the Owner of any Lot included in the Property, their respective legal representatives, heirs, successors and assigns until the 31st day of December, in the year 2041, after which time said provisions shall be automatically extended for successive periods of ten years. This Declaration may not be amended in any respect (except with regard to the annexation of additional properties set forth in Section 2.02 hereof) except by the execution of an instrument signed by the Owners of not less than 60% of the Lots, which instrument shall be filed for recording among the Land Records of Howard County, Maryland, or in such other place of recording as may be appropriate at the time of the execution of such instrument. After December 31, 2041, this Declaration may be amended and/or terminated in its entirety by an instrument signed by not less than 67% of the Lot Owners which instrument shall be filed for recording among the Land Records of Howard County, Maryland, or in such other place of recording as may be appropriate at the time of the execution of such instrument.

ARTICLE XIV

GENERAL

SECTION 14.01. Except as otherwise provided herein, violation or breach of any provision herein contained shall give HRD, CA or the Association, to the extent that any of them may have a right of enforcement thereover, their respective legal representatives, heirs, successors and assigns, in addition to all other remedies, the right to enter upon the land upon or as to which such violation or breach exists, and summarily to abate and remove at the expense of the Owner thereof, any Structure, thing or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof; and the said parties shall not thereby be deemed guilty of any manner of trespass for such entry, abatement or removal. Nothing herein contained shall be deemed to affect or limit the rights of the Owners of the Lots within the Property, when entitled to do so, to enforce the River Hill Village Covenants by appropriate judicial proceedings.

SECTION 14.02. The failure of HRD, CA, the Association or the Owner of any Lot included in the Property, their respective legal representatives, heirs, successors and assigns, to enforce any provisions herein contained shall in no event be considered a waiver of the right to do so thereafter, as to the same violation or breach or as to any violation or breach occurring prior or subsequent thereto.

SECTION 14.03. No provision herein is intended to be, or shall be construed as, a condition subsequent or as creating a possibility of reverter.

SECTION 14.04. The determination by a court that any provision thereof is invalid for any reason shall not affect the validity of any other provision hereof.

SECTION 14.05. Damages shall not be deemed adequate compensation for breach or violation of any provision hereof, but any person or entity entitled to enforce any provision hereof shall be entitled to relief by way of injunction as well as any other available relief either at law or in equity.

SECTION 14.06. Any party to a proceeding who succeeds, by way of judgment which becomes final, in enforcing a provision or enjoining the violation of a provision against a Lot Owner may be awarded a reasonable attorney's fee against such Lot Owner.

SECTION 14.07. HRD, CA and the Architectural Committee, the latter two entities in those cases where specifically authorized herein to act, shall have the right to construe and interpret the provisions of this Declaration, and in the absence of an adjudication by a court of competent jurisdiction to the contrary, its construction or interpretation shall be final and binding as to all persons or property benefitted or bound by the provisions hereof. Any conflict between any construction or interpretation herein provided for and that of any other person or entity entitled to enforce the provisions hereof shall be resolved in favor of the construction or interpretation of HRD (or of CA or the Architectural Committee when acting as set forth above).

CA and the Architectural Committee to the extent of their respective functions hereunder and rights specifically provided herein, may adopt and promulgate reasonable rules and regulations regarding the administration, interpretation and enforcement of the provisions of this Declaration. In so adopting and promulgating such rules and regulations, and in making any finding, determination, ruling or order or in carrying out any directive contained herein relating to the issuance of permits, authorizations, approvals, rules or regulations, CA and the Architectural Committee shall take into consideration the best interests of the Owners and Tenants and of the Property to the end that the Property shall be preserved and maintained as a high quality community.

In granting any permit, authorization, or approval, as herein provided, CA and the Architectural Committee may impose any conditions or limitations thereon as they shall deem advisable under the circumstances of each case in light of the considerations set forth in the immediately preceding paragraph hereof.

SECTION 14.08. The headings of the Articles herring are for convenience only and shall not affect the meaning or interpretation of the contents thereof.

SECTION 14.09. No violation of any of these River Hill Village covenants shall defeat or render invalid the lien of any mortgage made in good faith and for value upon any portion of the Property; provided, however, that any mortgagee in actual possession, or any purchaser at any mortgagees' or foreclosure sale shall be bound by and subject to these River Hill Village Covenants as fully as any other Owner of any portion of the Property.

SECTION 14.10. Each grantee accepting a deed, lease or other instrument conveying any interest in any Lot, whether or not the same incorporates or refers to this River Hill Village Covenants, covenants for himself, his heirs, successors and assigns to observe, perform and be bound by these River Hill Village Covenants, and to incorporate the same by reference in any deed or other conveyance of all or any portion of his interest in any real property subject hereto.

SECTION 14.11. Terminology herein relating to gender and number if employed for convenient expression and not for purposes of limiting the applicability of the provisions hereof. The use of the singular shall be taken to include the plural and the use of the masculine gender shall be taken to include all genders.

Witness the due execution hereof as of the day first above written.

ATTEST:

Secretary

COLUMBIA ASSOCIATION, INC.

By: Vice President

(CORPORATE SEAL)

WITNESS:

(SEAL)

ATTEST:

Assistant Secretary

THE HOWARD RESEARCH AND DEVELOPMENT CORPORATION

By: Vice-President

(CORPORATE SEAL)

STATE OF MARYLAND)
) ss:
COUNTY OF HOWARD)

I HEREBY CERTIFY that on this 13 day of August, 1991, before me the subscriber, a Notary Public of the State of Maryland, personally appeared Pamela J. Mack, Vice-President of COLUMBIA ASSOCIATION, INC., a corporation of the State of Maryland, and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such officer, and he acknowledged the same to be the act and deed of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and affix my notarial seal.

Katherine Plaskowitz
Notary Public

My Commission Expires: June 1, 1994

STATE OF MARYLAND)
) ss:
COUNTY OF HOWARD)

I HEREBY CERTIFY that on this 12th day of August, 1991, before me the subscriber, a Notary Public of the State of Maryland, personally appeared Nancy Volpe, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and he/she acknowledged the same to be his/her act and deed.

IN WITNESS WHEREOF, I hereunto set my hand and affix my notarial seal.

Patricia D. Skeen
Notary Public

My Commission Expires: 5/23/94

STATE OF MARYLAND)
) ss:
COUNTY OF HOWARD)

I HEREBY CERTIFY that on this 12th day of August, 1991, before me the subscriber, a Notary Public of the State of Maryland, personally appeared David E. Forester, Vice President of THE HOWARD RESEARCH AND DEVELOPMENT CORPORATION, a corporation of the State of Maryland, and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such officer, and he acknowledged the same to be the act and deed of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and affix my notarial seal.

Patricia D. Stein
Notary Public

My Commission Expires: 5/23/94

Exhibit A

All of the Property located in the Sixth Election District of Howard County, Maryland as shown on the Plate entitled "Columbia Village of River Hill, SECTION 1, Area 3, Phase II, Sheets 1 through 3, inclusive, as recorded among the Land Records of Howard County, Maryland in Plat Books 9981 through 9983 inclusive.

Return to: Joyce Unger
The Rouse CompanY
Rouse Building
10275 Little Patuxent Parkway
Columbia, Maryland 21044