

*Declaration of Covenants, Conditions & Restrictions*

*Of*

*Inverness North Homeowners Association Inc.*

## DECLARATION OF COVENANTS, CONDITIONS &amp; RESTRICTIONS

THIS DECLARATION, made this 10<sup>th</sup> day of May, A.D., 1976, by John C. Walker Development Corp. a Maryland corporation sometimes called "The Declarant".

## WITNESSETH:

WHEREAS, the Declarant and Seven Locks Associates are the owners of the Real Estate described in Article II hereof and desire to create thereon a residential community with permanent common areas and community facilities for the benefit of said community and the said Seven Locks Associates join herein to give their consent hereto, and

WHEREAS, the Declarant desires to provide for the preservation of the values and amenities in said community and for the maintenance of said common areas and community facilities; and to this end, desires to subject the real property described in Article II hereof to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and the subsequent owners thereof; and

WHEREAS, the Declarant has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an association to which should be delegated and assigned the powers and duties of maintaining and administering the common areas and community facilities, administering and enforcing the within covenants and restrictions and disbursing the charges and assessments hereinafter created; and

WHEREAS, the Declarant has formed (or intends to form) INVERNESS NORTH HOMEOWNERS ASSOCIATION, INC., as a non-profit corporation without capital stock under the General Laws of the State of Maryland for the purposes of carrying out the power and duties aforesaid.

NOW, THEREFORE, the Declarant hereby declares that the real property described in Article II hereof is and shall be held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied and improved subject to the covenants, restriction, easements, charges and liens (hereinafter sometimes referred to as "covenants and restrictions") hereinafter set forth:

ARTICLE I

Section 1. Definitions. The following words when used in this Declaration shall have the following meanings:

- (a) "Association" shall mean and refer to the Inverness North Homeowners Association, Inc., and its successors and assigns.
- (b) "The Property" shall mean and refer to all real property described in Article II hereof and such additions thereto as may hereafter be made pursuant to the provisions of said Article II.
- (c) "Lot" shall mean and refer to all subdivided parcels of property which are part of The Property.
- (d) "Common Areas" or "Community Facilities" shall mean and refer to all real property owned by or leased by the Association for the benefit, use and enjoyment of its members.
- (e) "Dwelling" shall mean and refer to any building or portion of a building situated upon The Property and designed and intended for use and occupancy as a residence by a single family.

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(f) "Owner" shall mean and refer to the record owner, whether one or more persons or entites, of the fee simple title to any Lot situated on The Property including contract sellers, but excluding those having such interest solely as security for the performance of an obligation.

(g) "Member" shall mean and refer to every person, group of persons or entity who hold membership in the Association.

(h) "Developer" shall mean and refer to the Declarant, John C. Walker Devel-

opment Corp., and its successors.

## ARTICLE II

Section 1. Property Subject to Declaration. The real property which is, and shall be, held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied, and improved subject to this Declaration is located in the County of Montgomery, State of Maryland, and is more particularly described as "EXHIBIT A" attached hereto and by this reference made a part hereof.

Section 2. Additions. So long as there are Class B memberships of the Association, additional property may be annexed to the above-described property without the assent of the Class A members of the Association, if any. Thereafter, such additional property may be annexed only with the consent of two-thirds (2/3) of the Class A members of the Association. Any additional property so annexed, however, must be adjacent to or in the immediate vicinity of the above-described property. The scheme of the within Covenants and Restrictions shall not, however be extended to include any such additional property unless and until the same is annexed to the real property described on "EXHIBIT A", as hereinafter provided.

Any annexations made pursuant to this Article, or otherwise, shall be made by recording a Supplementary Declaration of Covenants and Restrictions among the land Records for Montgomery County, Maryland, which Supplementary Declaration shall extend the scheme of the within Covenants and restrictions to such annexed property. Such Supplementary Declaration may contain such complementary additions and modifications to the Covenants and Restrictions set forth in the within Declaration as may be necessary to reflect the different character or use, if any of such annexed property.

## ARTICLE III

Section 1. Membership. The Association shall have two classes of voting membership.

(a) With the exception of the Declarant, every person, group of persons or entity who is a record owner of a fee interest in any Lot which is or becomes subject by covenants of record to assessment by the Association shall be a Class A member of the Association, provided, however, that any such person, group of persons or entity who holds such interest solely as security for the performance of an obligation shall not be a member and provided, further, that any person, group of persons or entity who holds such an interest in any Lot designated as Common Area shall not be a member on account thereof. Class A members shall be entitled to one vote for each Lot in which they hold the interest required for membership. In the event that more than one person, group of persons or entity as the record owner of a fee interest in any Lot, then the vote for membership appurtenant to such shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

(b) The Class B member shall be the Declarant and shall be entitled to three votes for each Lot in which it holds the interest otherwise required for Class A membership, provided however, that each Class B membership shall lapse and become a nullity on the first to happen of the following events:

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

or

(ii) on January 1, 1980.

(c). Prior to the issuance of any Class A memberships the Declarant reserves the right to alter, modify remove or add to any of the Covenants, Conditions, Restrictions and/or Agreements set forth herein with the provision that any alterations, modifications, removals or additions shall not be in violation of the

Montgomery County laws.

ARTICLE IV

Section 1. Member's Right of Enjoyment. Every member shall have a right and easement of enjoyment in and to the Common Areas and Community Facilities and such easement shall be appurtenant to and shall pass with the title to every Lot subject to the following:

- (a) The right of the Association, in accordance with its Article of Incorporation and By-Laws, to borrow money for the purpose of improving the Common Areas and Community Facilities and in aid thereof to mortgage said Facilities except by resolution approved by two-thirds (2/3) of the members of all classes. In the event of a default and foreclosure upon any such mortgage, the lender shall have the right, after taking possession of such property, to charge admission and other fees as a condition to continued enjoyment by the members and their guests; and
- (b) The right of the Association to levy reasonable admission and other fees for the use of any recreational facility situated upon the Common Areas or that may be construed upon the Common Areas or any other land which may be purchased by the Association by the members of the Association and their guests; and
- (c) The right of the Association to take such steps as are reasonably necessary to protect the above-described property against mortgage default and/or foreclosures; and
- (d) The right of the Association to limit the number of guests of members; and
- (e) The right of the Association to suspend the voting rights and the rights of the Common Areas and Community Facilities for any period during which any assessment remains unpaid for any period not to exceed sixty (60) days for any infraction of its published rules and regulations; and
- (f) The right of the Association to dedicate or transfer all or any part of the Common Areas or Community Facilities to any public or municipal agency, authority or utility for such purposes consistent with the purpose of this Declaration and subject to such conditions as may be agreed to by the members, provided, however, that no such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of the then members of the Association has been recorded, agreeing to such dedication, transfer, purpose or conditions, and unless written notice of the proposed agreement and action thereunder is sent to each member at least ninety (90) days prior to the taking of any action; and
- (g) The rights of the fee owners of Lots to a perpetual easement over any Common Area or Community Facility for such portions of their Dwellings that may overhang said Common Areas or Community Facilities, and for necessary pedestrian egress and egress to and from such Dwelling over said Common Areas and Community Facilities.
- (h) The right of the Association to reserve at least one (1) parking space upon the Common Areas for use by each member.

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Section 2. Rights Not Subject to Suspension. Notwithstanding anything herein contained to the contrary, the rights and easements created in Paragraph (g) of Section 1 of this Article IV or Section 1 through and including Section 5 of Article X hereof shall not be suspended by the Association for any reason.

ARTICLE V

Section 1. Covenant for Maintaince Assessments. The Declarant for each Lot owned by it (and as hereinafter limited by the provisions of this Declaration) and each person, group of persons or entity who becomes an Owner of a Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay the Association: (1) annual assessments or charges; and (2) special assessments for capital improvements, or maintenance provided by the Association, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided shall be a charge on the land and shall be a continuing lien upon the property and Lot against which such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person, group of persons or entity who was the Owner of such property and Lot at the time when the assessment fell due.

Section 3. Annual Assessments. The maximum annual assessment for each Lot shall not exceed THREE HUNDRED AND\*\*\*\*No/100 Dollars (\$300.00) per annum, and may be levied on a monthly, quarterly, semi-annual or annual basis. The Board of Directors of the Association may fix the annual assessment at any amount not in excess of the maximum hereinabove provided for.

Section 4. Increase in Maximum Assessment.

(a) From and after January 1, 1977, in any event, the maximum annual assessment for all Lots may be increased by the Board of Directors of the Association without a vote of the membership, not more than five per cent (5%) above the maximum annual assessment for the preceding year, provided, however, that the maximum annual assessment shall not be decreased below the amount provided for in Section 3 of this Article.

(b) From and after January, 1, 1977, the maximum annual assessment for all Lots may be increased above that established by the preceding paragraph by a vote of members, as hereinafter provided, for the next succeeding year and at the end of such year for each succeeding year. Any change made pursuant to this paragraph shall have the assent of two-thirds (2/3) of all classes of the members of the Association. A meeting of the members shall be duly called for this purpose written notice of which shall be sent to all members at least twenty (20) days in advance of such meeting, which notice shall set forth the purpose of such meeting.

Section 5. Special Assessments. In addition to the annual assessments authorized by this Article, 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 or reconstruction, unexpected repair or replacement of a described capital improvement located upon thereto, and for the acquisition of additional Property. Provided that any such assessment shall have the assent of two-thirds (2/3) of all classes of the then members of the Association. A meeting of the members shall be duly called for this purpose, written notice of which shall be sent to all members at least twenty (20) days in advance of such meeting, which notice shall set forth the purpose of the meeting. Any special assessment levied by the Association pursuant to the provisions of this section shall be fixed at a uniform rate of each Lot.

Section 6. Commencement of Annual Assessments. The annual assessment for each Lot shall commence on the day of transfer of title. The first annual assessment

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for any such Lot shall be made for the balance of the calender year and shall become due and payable and a lien on the date aforesaid. Except as hereinafter provided the assessment for any Lot for any year after the first year, shall become due and payable and a lien on the first day of said year.

It shall be the duty of the Board of Directors of the Association to periodically fix the amount of the annual assessment against each Lot for each assessment period and the Board of Directors shall make reasonable efforts to fix the amount of the assessment against each Lot for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, pre-

pare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association and shall be opened to inspection by any owner upon reasonable notice to the Board. Written notice of the assessment shall thereupon be sent to the Owner of any Lot subject thereto.

Section 7. Assessment of Declarant. Any provision of this Declaration or of the Articles of Incorporation or By-Laws of the Association notwithstanding, the Declarant shall be required to pay an annual assessment for any Lot in which it has the interest otherwise required for Class A membership only in an amount equal to fifty percent (50%) of the annual assessment which the Association levies for each Lot. The foregoing shall not apply to any Lot on which is situated a complete Dwelling held by the Declarant for rental purposes.

Section 8. Assessment Certificates. The Association shall, upon demand, at any reasonable time, furnish to any Owner liable for assessment a certificate in writing signed by an officer or other authorized agent of the Association, setting forth the status of said assessment; i.e., whether the same is paid or unpaid. Such certificate shall be conclusive evidence of the payment of any assessment therein stated to have been paid. A charge not to exceed Ten Dollars (\$10.00) may be levied in advance by the Association for each certificate so delivered.

#### ARTICLE VI

Section 1. Non-payment of Assessment. Any assessment levied pursuant to these covenants which is not paid on the date when due shall be delinquent and shall, together with such interest thereon and cost of collection thereof, as herein-after provided, thereupon become a continuing lien upon the property which shall bind such Lot in the hands of the Owner, his heirs, devisees, personal representatives and assigns. The personal obligation for the then Owner to pay such assessments, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them with the consent of the Association.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest at a rate not in excess of ten percentum (10%) 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 property, either of which events, interest, costs and reasonable attorneys' fees shall be added to the amount of each assessment. No Owner may waive or otherwise escape liability for the assessments herein provided for by non-use of the Common Areas or Community Facilities or abandonment of his Lot or Dwelling.

Section 2. Subordination Provisions. The lien of the assessment provided for in this Declaration shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the Lot subject to assessment, provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such Lot pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

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#### ARTICLE VII

Section 1. Exterior Maintenance of Dwellings. In addition to maintenance upon the Common Areas and Community Facilities, as aforesaid the Association may, in the interest of the general welfare of all the Owners of the The Property, provide periodic exterior maintenance upon other Lots or Dwellings subject to annual assessment as provided herein, as follows (but in no way limited to the following) periodic painting of exterior building surfaces and trim, repair and maintenance of gutters, downspouts, roofs, shrubs, lawns, walks, driveways and other exterior improvements, all as and when it deems necessary for the purposes aforesaid but not without resolution by the Board of Directors of the Association or by an architectural control committee composed of three (3) or more members appointed by

the Board, and not without reasonable notice to the Owner of any Lot purposes to be so maintained.

Section 2. Assessment of Cost. In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner, his family, guests or invitees the cost of any exterior maintenance performed pursuant to Section 1 of this Article shall be assessed against the Lot upon which such maintenance is done and, when so assessed, a statement for the amount thereof shall be rendered to the Owner of said Lot at which time the assessment shall become due and payable and a continuing lien and obligation of the Owner in all respects as provided in Article V of this Declaration.

Section 3. Access at Reasonable Times. For the purpose solely of performing the exterior maintenance required or authorized by this Article, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, to enter upon any Lot or the exterior of any Dwelling at reasonable hours on any day except Sunday.

#### ARTICLE VIII

Section 1. Architectural Control Committee. Except for original construction or as otherwise in these covenants provided, no building, fence, wall or other structure shall be commenced, erected, or maintained upon The Property, nor shall any exterior addition to or change (including any change of color) or alteration, shape, height, materials, color and location of the same shall have been submitted to and approved in writing as to harmony of external design, color and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural control committee composed of three (3) members appointed by the Board of Directors. In the event the Board of Directors, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

Section 2. Fences. Except for original construction, any fence constructed upon the Property shall be either horizontal rustic, unfinished split rail or cedar stockade and shall not extend beyond the extension of the front building line of any Dwelling unless approved by architectural committee. The erection of all fences shall also be subject to the provisions of Section 1 of this Article.

Section 3. Prohibited Uses and Nuisances. Except for the activities of the Declarant during original construction:

(a) No noxious or offensive trade or activity shall be carried on upon any Lot or within any Dwelling situated upon The Property, nor shall anything be done therein or thereon which may be or become an annoyance or nuisance to the neighborhood or the other Owners of The Property.

(b) The maintenance, keeping, boarding and/or raising of animals, livestock or poultry of any kind, regardless of number shall be and is hereby prohibited on any Lot or within any Dwelling situated upon The Property, except that this shall not prohibit the keeping of dogs, cats and/or caged birds as domestic pets provided they are not kept, bred or maintained for commercial purposes.

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(c) No burning of trash and no accumulation or storage of litter, new or used building materials, or trash of any kind shall be permitted on any Lot.

(d) 1. Except as herein provided, no junk vehicle, commercial vehicle, trailer, truck, house trailer, boat or the like, shall be kept upon The Property nor (except for bona fide emergencies) shall the repair or extraordinary maintenance of automobiles or other vehicles be carried out thereon.

2. No camper, camper truck, camp van or recreational vehicle shall be kept on The Property without first obtaining approval in writing from the Board of Directors.

(e) Trash and garbage containers shall not be permitted to remain in public view except on days of trash collection.

(f) No sound hardwood trees shall be removed from any Lot without written approval of the Association acting through its Board of Directors or duly appointed committee.

(g) No structure of a temporary character, trailer, tent, shack, barn or other outbuilding shall be used on any Lot at any time. Temporary playhouses or the like may be so maintained provided that their primary purpose is the maintenance or promotion of juvenile recreation.

(h) No signs of any character shall be erected, posed or displayed upon, in or about any Lot or Dwelling situated upon The Property except as to Lots 1 thru 9, inclusive. Signs on Lots 1 thru 9 inclusive shall be only those signs approved by the Board of Directors of the Association and permitted by local ordinances.

(i) No structure, planting or other material other than driveways or sidewalks shall be placed or premitted to remain upon any Lot which may damage or interfere with any easement for the installation or maintenance of utilities, or which may change, obstruct or retard direction or flow of any drainage channels.

(j) No outside television or radio aerial or antenna, or other outside aerial or antenna, for reception or transmission, shall be maintained upon any Lot or Dwelling without prior written consent of the Board of Directors.

(k) There shall be no violation of any rules for the use of the Common Areas or Community Facilities which may from time to time be adopted by the Board of Directors and promulgated among the membership by them in writing, and the Board of Directors is hereby and elsewhere in the By-Laws authorized to adopt such rule.

(l) No property may be rented without written approval of the Board of Directors which consent shall not be unreasonably withheld. This prohibition of use shall terminate as of January 1, 1980.

Section 4. Right of Association to Remove or Correct Violations of this Article. The Association may, in the interest of the general welfare of all the Owners of The Property and after reasonable notice to the Owner, enter upon any Lot or the exterior of any Dwelling at reasonable hours on any day except Sunday for the purpose of removing or correcting any violations or breach or any attempted violation of any of the covenants and restrictions contained in this Article, or for the purpose of abating anything herein defined as a prohibited use or nuisance, provided, however, that no such action shall be taken without resolution of the Board of Directors of the Association or by an Architectural Control Committee composed of three (3) or more members appointed by the Board.

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#### ARTICLE IX

Section 1. Residential Use. All Dwellings shall be used for private residential purposes except for Lots 1 thru 9, inclusive which may be used for other purposes, not in violation of Montgomery County Laws, with the approval of the Board of Directors of the Association.

#### ARTICLE X

Section 1. Party Walls. Each wall which is built as part of the original construction of the Dwellings upon The Property and placed on the dividing line between Lots or Dwellings shall constitute a party wall, and to the extent not consistent with the provisions of this Article, the general rules of law regarding party walls and of liability for property damage due to negligent or willful acts or omissions shall apply thereto.

Section 2. Repair and Maintenance. The Cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in propor-



tion to such use.

Section 3. Destruction by Fire or other Casualty. If a party wall is destroyed or damaged by fire or ther casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make us of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owner to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or ommission.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

#### ARTICLE XI

Section 1. Duration. Except where permanent easements or other permanent rights or interests are herein created, the covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date of recordation of this Declaration, after which the said covenants shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by the then Owners of seventy-five per cent (75%) of the Lots have been recorded, agreeing to change said covenants and restrictions in whole or in part. No such agreement to change shall be effective unless made and recorded two (2) years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken and no such agreement to change shall be effective with respect to any permanent easements or other permanent rights or interests relating to the Common Areas herein created.

Section 2. Incorporation by Reference on Resale. In the event any Owner sells or otherwise transfers his Lot, any deed purporting to effect such transfer shall contain a provision incorporating by reference the covenants, restrictions, easements, charges and liens set forth in this Declaration.

Section 3. Notices. Any notice required to be sent to any member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, by ordinary mail, postpaid, to the last known address of the person who appears as member or Owner on the records of the Association at the time of such mailing.

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Section 4. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain or enjoin violation or to recover damages, and against the land to enforce any lien created by these covenants, and the failure or forbearance by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver or the right to do so thereafter. There shall be and there is hereby created and declared to be a conclusive presumption that any covenants or restrictions cannot be adequately remedied by action at law or by recovery of damages. These covenants may be enforced by Montgomery County, Maryland.

Section 5. No Dedication to Public Use. Nothing herein contained shall be construed as a dedication to public use or as an acceptance for maintenance of any Common Areas or Community Facilities by any public or municipal agency, authority, or utility and no public or municipal agency, authority or utility shall have any responsibility or liability for the maintenance or operation of any said Common Areas or Community Facilities, and the Association, its successors and assigns, shall indemnify and save harmless Montgomery County, Maryland, or any public or municipal agency, authority, or utility from any and all claims, suits, costs, expenses, demands or damages that may result from surface water drainage and/or the maintenance or other operation of said Common Areas or Community Facilities.

Section 6. Written approval of the Maryland National Capital Park and Planning Commission shall be required in the event of any of the following:

- (a) Any annexation or addition, pursuant to Article II of the Declaration;
- (b) Abandonment, participation, dedication, subdivision, encumbrances, sale or transfer of the Common Areas or Community Facilities. However, it is understood that the granting of right-of-ways, easements and the like for public utilities, or for other purposes consistent with the use of the Common Areas and Community Facilities by members of the Association shall not be considered a transfer within the meaning of this provision;
- (c) Abandonment or termination of the Declaration;
- (d) Modification or amendment of any material or substantive provision of the Declaration, Articles of Incorporation or the Association, or By-Laws;
- (e) Merger or consolidation of the Association with any other entity or sale, lease, exchange, or transfer of all or substantially all of the assets of the Association to any other entity.

The Maryland National Capital Park and Planning Commission shall have the right to bring action either at law or in equity to enforce the rights and powers herein granted to it.

The approval required in Section 6 hereof shall not be unreasonably withheld.

Section 7. Severability. Invalidation of any one of these covenants or restrictions by judgment, decree or order shall in no way affect any other provision hereof, each of which shall remain in full force and effect.

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IN WITNESS WHEREOF, the said John C. Walker Development Corp., has caused these presents to be executed by \_\_\_\_\_, its general partner, which in turn has on the 10<sup>th</sup> day of May, 1976, caused these presents to be executed by John C. Walker \_\_\_\_\_, its President attested by Mary C. Chaconas \_\_\_\_\_ its Secretary \_\_\_\_\_, and its corporate seal to hereunto affixed; and lawful attorney-in-fact to acknowledge and delivered these presents as the act and deed of said corporation, by \_\_\_\_\_, its general partner.

Attest: John C. Walker Development Corp.

\_\_\_\_\_  
Mary Chaconas\*

By: \_\_\_\_\_ (SEAL)  
John C. Walker\*

We give our consent hereto:

SEVEN LOCKS ASSOCIATES

By: Weaver Bros., Inc.

By: \_\_\_\_\_  
Donald G. West\*

TRUSTEES:

By: \_\_\_\_\_  
Donald G. West\*

By: \_\_\_\_\_  
Arthur M. Christie\*

STATE OF MARYLAND )  
COUNTY OF MONTGOMERY )

I HEREBY CERTIFY that on the 10<sup>th</sup> day of May , 1976, before me the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Donald G. West\* , who is personally well known to me as the person named as attorney-in-fact on the foregoing Declaration, and by virtue of the authority vested in him by said instrument acknowledge the same to be the act and deed of Seven Locks Associates,

WITNESS my hand and notarial seal the year and day first written above.

\_\_\_\_\_  
Notary Public Mary C. Chaconas\*

My Commission Expires: 7/1/78\*

— The undersigned, a member in good standing of the Bar of the Court of Appeals of Maryland, hereby certifies that the within instrument was prepared by him or under his supervision.

\_\_\_\_\_  
Leonard J. Williams\*

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EXHIBIT A

Lots numbered 82 through 124 both inclusive, together with 1/124<sup>th</sup> (.008%) interest in the common elements for each lot herein conveyed, in the subdivision known as "Plat I, INVERNESS NORTH" in Montgomery County, Maryland, as per plat thereof recorded in Plat Book 99 at Plat 11119, one of the Land Records for said Montgomery County, Maryland.

Lots numbered 1 through 35 both inclusive, together with 1/124<sup>th</sup> (.008%) interest in the common elements for each lot herein conveyed, in the subdivision known as "Plat II, INVERNESS NORTH" in Montgomery County, Maryland, as per plat thereof recorded in Plat Book 99 at Plat 11120, one of the Land Records for said Montgomery County, Maryland.

Lots numbered 36 through 81 both inclusive, together with 1/124<sup>th</sup> (.008%) interest in the common elements for each lot herein conveyed, in the subdivision known as "Plat III, INVERNESS NORTH" in Montgomery County, Maryland, as per plat thereof recorded in Plat Book 99 at Plat 11121, one of the Land Records for said Montgomery County, Maryland.



*Amended Declaration of Covenants*

*of*

*Inverness North Homeowners Association, Inc.*

AMENDED DECLARATION OF COVENANTS

This Amendment made this 12<sup>th</sup>\* day of November, 1976 by  
JOHN C. WALKER DEVELOPMENT CORP., a Maryland Corporation, here-  
inafter called "The Declarant".

WITNESSETH that Whereas by Declaration dated may 10, 1976 and recorded in Liber 4781, folio 517 among the Land Records for Montgomery County, Maryland certain covenants, conditions and restrictions were imposed upon those properties known as Plats I, II and III, INVERNESS NORTH as recorded in Plat Book 99, Plats 11119, 11120 and 11121; and,

WHEREAS the Declarant retained the right in said Declaration to change or amend any of the original covenants, conditions and restrictions; and,

WHEREAS the Declarant has decided that certain changes should be made for the future protection of prospective home owners in the subdivision.

NOW, THEREFORE, the following amendments and additions are hereby made.

1. Article V, Section 3 is hereby amended to read as follows:  
The maximum annual assessment for each lot shall not exceed Three Hundred Dollars per annum so long as two classes of membership exist. Upon elimination of Class B Membership as herein provided. The annual assessment for each lot shall be levied by the Board of Directors at the beginning of each calander year and may be payable on a monthly, quarterly, semi-annual or annual basis as determined by said Board.
2. Article V, Section 4 (a) and (b) are hereby eliminated.
3. Article V, Section 5 "...assent of (2/3) of all classes..." is hereby amended to "...assent of a majority of all classes...".
4. Article VI, Section 1, paragraph 2 is hereby eliminated and the following is substituted therefore:  
The Board of Directors shall have the right to establish rules and regulations pertaining to delinquent assessments, including the right to assess interest or late charges thereon, and may bring an action of law against the owner personally obligated to pay the same or foreclose the lien against the property and may, in either event, add interest, costs, and reasonable attorney's fees. No owner may waive or otherwise escape liability for assessments herein provided for by non-use of the common areas or community facilities or abandonment of his lot or dwelling.
5. Article VIII, Section 2 - Eliminate the following "... shall be either horizontal, rustic, unfinished split rail or cedar stockade and".

- 6. Article VIII, Section 2 - Add Section 2 (a) All fences erected on lot lines during original construction and all sheds erected during original construction with joint party walls shall be jointly maintained by the joint owners and access for maintenance and repair shall be granted by each owner to his joint property owner.
- 7. Article VIII, Section 3 - (d-1) - Eliminate the word "boat".
- 8. Article VIII, Section 3 - (d-2) add the word "boat" - "no camper, camper truck, camper van, boat..."
- 9. Article VIII, Section 3 (h) - Change last sentence to read "Signs on Lots 1 thru 9 inclusive shall be only those signs permitted by local ordinances."
- 10. Article VIII, Section 1 is hereby amended to read: "No property may be rented without written approval of the Board of Directors which consent shall not be unreasonably withheld."
- 11. Article IX, Section 1 - " ... with the approval of the Board of Directors of the association." Is hereby eliminated.

All other covenants, conditions and restrictions set forth in the original Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the said John C. Walker Development Corp. has cause these presents to be executed by John C. Walker its President and Attested by Mary C. Chaconas its Secretary and its corporate seal hereunto affixed.

ATTEST: JOHN C. WALKER DEVELOPMENT CORP.

\_\_\_\_\_  
Mary C. Chaconas\*, Sec. BY: \_\_\_\_\_ (SEAL)  
John C. Walker\*

We give our consent hereto:  
SEVEN LOCKS ASSOCIATES  
By: Weaver Bros., Inc.

By: \_\_\_\_\_  
Donald G. West\*

TRUSTEES:

\_\_\_\_\_  
Donald G. West\*, Trustee

\_\_\_\_\_  
Arthur M. Christie\*, Trustee

STATE OF MARYLAND  
COUNTY OF MONTGOMERY, to wit  
[stricken-Prince George's]\*

I HEREBY CERTIFY that on the 22<sup>nd</sup>\* day of November, 1976 before me the subscriber, a Notary Public in and for the State

and County aforesaid, personally appeared JOHN C. WALKER who is personally well known to me as the person named as

President of John C. Walker Development Corp. on the foregoing Declaration, and by virtue of the authority vested in him by said instrument acknowledged the same to be the act and deed of John C. Walker Development Corp..

WITNESS my hand and notarial seal the year and day first written above.

\_\_\_\_\_  
Ann Adele Cable\*, Notary Public

My Commission Expires: July 1978\*

The undersigned, a member in good standing of the Bar of the Court of Appeals of Maryland, hereby certify that the within instrument was prepared by him or under his supervision.

\_\_\_\_\_  
Leonard J. Williams\*