

LIBER 1433 FOLIO 543



**FRIENDSHIP ESTATES**  
**DECLARATION OF COVENANTS,**  
**RESTRICTIONS AND CONDITIONS**

12/15/89  
CHARLES COUNTY 1989  
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**EXHIBIT**

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DECLARATION OF COVENANTS,  
RESTRICTIONS AND CONDITIONS

WITNESS THIS DECLARATION OF COVENANTS, RESTRICTIONS AND CONDITIONS made as of this 14th day of December, 1989, by FRIENDSHIP JOINT VENTURE, a Maryland general partnership, hereinafter called the "Declarant" and consented to by the following: JOSEPH A. HILSEBERG ~~and others~~ Trustees under a certain deed of trust recorded in Liber 1403 at folio 205 securing CITIZENS BANK OF MARYLAND, hereinafter the "Trustees"; and CITIZENS BANK OF MARYLAND, secured party under the foregoing deed of trust, hereinafter the "Lender".

EXPLANATORY STATEMENT

1. Declarant is the owner of all that land more particularly described on Exhibit One (hereinafter the "Property") attached hereto and made a part hereof.
2. Declarant intends to develop, improve, subdivide by Plat and offer for sale said Property and desires to subject said Property to certain protective covenants, agreements, easements, restrictions and charges as herein set forth, or as may be hereafter adopted.
3. The Declarant has formed Friendship Homeowners Association, Inc., a non-stock non-profit corporation organized and existing under the laws of the State of Maryland for the purposes of carrying out the powers and duties herein set forth.
4. The Trustees and Lender have joined in the execution of this Declaration for the sole purpose of consenting to the provisions herein contained.

NOW THEREFORE, the Declarant does hereby impose and charge the Property with the covenants, agreements, assessments, easements, restrictions, conditions and charges hereinafter set forth, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Property. The terms, provisions and conditions of this Declaration shall be deemed to run with the land and shall inure to the benefit of and be enforceable by the Declarant, the Association (as hereafter defined) and their and each of their successors and assigns.

ARTICLE I. DEFINITION OF TERMS

The following words, when used in this Declaration, shall have the following meanings:

1. "Applicant" shall mean any Person submitting Plans for consideration, approval and disapproval to the Architectural Committee.
2. "Architectural Committee" shall mean that committee designated in accordance with the provisions of Article VIII hereof.
3. "Articles of Incorporation" shall mean and refer to the Charter of Friendship Homeowners Association, Inc., a Maryland non-stock non-profit



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corporation, and shall include such amendments, if any, as may be adopted from time to time pursuant to the terms thereof.

4. "Association" shall mean and refer to Friendship Homeowners Association, Inc., a non-stock non-profit Maryland corporation, its successors and assigns.

5. "By-Laws" shall mean and refer to the By-Laws of Friendship Homeowners Association, Inc., a Maryland non-stock non-profit corporation, all exhibits which are attached thereto and made a part thereof and shall include such amendments, if any, as may be adopted from time to time pursuant to the terms thereof.

6. "Common Area" shall mean any portion of the Property designated by the Declarant as such as may now or hereafter be owned (either in fee simple or by way of easement) by the Association for the common use and enjoyment of the Members of the Association, including all areas shown on the Plat to be maintained by the Association.

7. "Declarant" shall mean the FRIENDSHIP JOINT VENTURE, a Maryland general partnership, its successors and assigns.

8. "Declaration" shall mean and refer to the within instrument, together with those exhibits which are attached hereto and made a part hereof, and shall include such amendments, if any, as may be adopted from time to time pursuant to the terms hereof. The within Declaration may be referred to in any other document as the "Friendship Declaration of Covenants, Conditions, and Restrictions".

9. "Home" shall mean and refer to the single-family dwelling constructed on a Lot according to Plans approved by the Architectural Committee as herein provided.

10. "Lot" shall mean any Lot or Lots, now or hereafter shown and set forth on a duly recorded Plat of subdivision, located within the Property upon which a Home or improvements, additions or modifications may be made or erected in conformance with the requirements of this Declaration.

11. "Lot Owner" or "Lot Owners" shall mean the record fee simple owners of the Lots. Except as may be otherwise herein provided, where any provision of this Declaration confers the right to vote upon the Lot Owners, such right shall be exercised by one vote for each Lot, regardless of the number of record owners who shall have an interest in any respective Lot. Lot Owners shall not include those persons having any right, title or interest in a Lot merely as security for the performance of an obligation unless and until such person takes title to such Lot by foreclosure or deed in lieu thereof. The term "person" includes any natural person or any entity capable of holding title to real property.

12. "Member" shall mean and refer to every Person who holds membership in the Association.



13. "First Mortgagee" shall mean a bank or savings and loan association, insurance company, pension fund, real estate trust, or any other entity which owns or holds an First Mortgage encumbering a Lot.

14. "First Mortgage" shall mean a first mortgage or deed of trust conveying a Lot or Lots executed in favor of and securing an First Mortgagee.

15. "Person" shall mean any natural person or any entity capable of holding title to a Lot.

16. "Plans" shall mean collectively all plans for clearing of trees, grading, construction, improvements, fences, repairs or additions to any Lot required to be submitted to the Architectural Committee.

17. "Plat" shall mean collectively those certain plats of subdivision for the Property entitled "Plat 2, Plat 3, Plat 4, Plat 5, Plat 6, and Plat 7, FRIENDSHIP ESTATES", recorded in the Land Records of Charles County, Maryland, in Liber 39 at folio 234 through and including folio 239, and "Plat 1, FRIENDSHIP ESTATES", recorded among the aforesaid Land Records in Liber 38 at folio 164, and any additional Plats for the Property as may hereafter be recorded among the aforesaid Land Records.

18. "Preexisting Improvements" shall mean all dwellings, barns, and outbuildings as exist on the Property as of the date hereof.

19. "Property" shall mean all that property set forth and described in Exhibit One attached hereto and made a part hereof.

#### ARTICLE II. PROPERTY SUBJECT TO THIS DECLARATION

The Property shall be held, transferred, sold, conveyed, and occupied subject to the terms and conditions of this Declaration, and any lawful amendments hereto. The filing of this Declaration and the subjecting of the Property to the covenants, conditions, restrictions, and easements contained herein shall not be construed in any way and shall never inhibit or prohibit the Declarant from conveying any other real property owned by the Declarant to any third parties free and clear of any such covenants, conditions, restrictions, and easements.

#### ARTICLE III. PURPOSE

The covenants, restrictions, conditions, reservations, liens and charges contained within this Declaration are hereby declared to insure the best use and the most appropriate development and improvements of each Lot contained within the Property and the Common Area; to protect the Lot Owners against such improper use of surrounding Lots as might depreciate the value of their Lots; to preserve, so far as practicable, the natural beauty of said Property; to guard against the erection thereon of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to obtain harmonious color schemes; to insure the highest and best development and use of said Property; to encourage and secure the erection and maintenance of attractive Homes thereon, with appropriate locations thereof on Lots including the elevations thereof; to prevent haphazard and inharmonious improvements of Lots; to secure and maintain property setbacks from streets



and adequate free spaces between structures; and in general to provide adequately for the erection and maintenance of high type and quality of improvements in and upon the Property, and to thereby enhance the value of the investment made by Lot Owners.

#### ARTICLE IV. MEMBERSHIP

Every Person who is a Lot Owner of a fee or undivided fee interest in any Lot shall be a Member of the Association. The foregoing is not intended to include Persons who hold an interest merely as security for the performance of an obligation except as may be herein specifically set forth. Membership shall be appurtenant to a Lot and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.

#### ARTICLE V. VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A. Class A Members shall be all those Lot Owners as defined in Article IV with the exception of the Declarant. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Article IV. When more than one Person holds such interest in any Lot, all such Persons shall be Members provided that the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B Member shall be the Declarant, its successors and assigns. The Class B Member shall be entitled to six (6) votes for each Lot in which it holds the interest required for membership by Article IV, PROVIDED that the Class B membership shall cease and be converted to Class A membership on the first to occur of any one of the following events:

- (a) when the total votes outstanding in the Class A membership exceed the total votes outstanding in the Class B membership, or
- (b) on January 1, 1993, or
- (c) upon the surrender of said Class B membership by the then holder thereof for cancellation on the books of the Association.

The Members of the Association shall have no preemptive rights as such Members to acquire any voting rights or memberships of the Association that may at any time be issued by or surrendered to the Association except as may be specifically provided for in this Article.

#### ARTICLE VI. PROPERTY RIGHTS

Section 1. Members Right of Enjoyment. Every Member shall have a right and easement of enjoyment in and to the Common Area and such right and easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) The right of the Association, in accordance with its Articles of Incorporation and By-Laws and with the consent of two-thirds (2/3) of each class of the then Members of the Association present in person or by proxy at a duly constituted meeting, voting separately, to borrow money for the purpose of improving the Common Area, and in aid thereof to mortgage said Common Area; the right to mortgage the Common Area provided herein shall not become effective until a Home has been constructed upon seventy-five (75%) percent of the Lots within the Property and each of the Lots have been conveyed from the Declarant to a purchaser;
- (b) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument signed by Members entitled to cast two-thirds (2/3) of the votes of the Class A membership and two-thirds (2/3) of the votes of the Class B membership, if any, has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every Member not less than 30 days nor more than 60 days in advance of the duly called meeting at which the vote on such dedication or transfer is held;
- (c) The right of the Association, acting by and through its Board of Directors, to levy reasonable admission and other fees for the use of common community facilities, if any, situated upon the Common Area.
- (d) The right of the Association to adopt reasonable rules respecting the use of the Common Area.
- (e) The right of the Association to suspend the voting rights of any Member who shall fail to pay an assessment within fifteen (15) days after its due date. The Association may further suspend the voting rights of any Member for a period not to exceed thirty (30) days for any infraction of the published rules and regulations of the Association.
- (f) The right of the Declarant or the Association acting by and through its Board of Directors to grant licenses, rights of way, and easements for access or for the construction, reconstruction, maintenance, and repair of any utility lines or appurtenances, whether private or public, to any municipal agency, public utility, the Declarant or any other person; provided, however, that no such licensees, rights of way, or other easements shall be unreasonably and permanently inconsistent with the rights of the Members to the use and enjoyment of the Common Area and community facilities, if any.
- (g) Existing easements and agreements of record.
- (h) Easements referred to in Article XII hereof.



- (1) All restrictions, easements, and conditions set forth on the Plat or as otherwise herein set forth.

Section 2. Delegation of Use. Subject to such rules and regulations as may be adopted by the Association, any Member may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his immediate family residing on a Lot, his tenants residing on a Lot, or contract purchasers who reside on a Lot.

Section 3. Title to any Common Area. The Declarant hereby covenants for itself, its successors and assigns, that it will hold title to the Common Area as a Trustee for the benefit of the Association and that Declarant, its successors and assigns, will convey fee simple title to the Common Area to the Association free and clear of all encumbrances and liens upon completion of construction of the Common Area.

Section 4. Declarant's Reserved Rights. Notwithstanding any provision herein to the contrary, the Property Rights under this Article VI shall be subject to the following rights of Declarant, all of which are expressly reserved to the Declarant:

- (a) The right of the Declarant to execute all documents and take such actions and do such acts affecting the Property (including the Common Area) which, in the Declarant's sole discretion, are desirable or necessary to facilitate the Declarant's actual construction or development of the Property. However, nothing contained herein shall authorize the Declarant to take any action that would diminish the rights of any lienholder or the holder of any mortgage on any Lot or on the Common Area, or take any action that will affect title to any of the Lots after conveyance to third parties;
- (b) Easements and rights of way of record on the date hereof and any easements or rights of way which may hereafter be granted by Declarant to any public or private utilities or governmental bodies for the installation and maintenance of cable television, electrical and telephone conduit and lines, sewers or water pipes, drainage or any other utilities or services to any Lots within the Property or any portion of the Common Area;
- (c) The Declarant shall have full rights of ingress and egress to and through, over and about the Property, during such period of time as the Declarant is engaged in any construction or improvements work on or within the Property; and shall further have an easement thereon for the purpose of the storage of materials, vehicles, tools, equipment, etc., which are being utilized in such development or construction; and
- (d) The Declarant shall have full right to assign all of its right, title and interest in the Property both as Declarant and as a Member of the Association to one or more parties by the execution and recording of a proper instrument in the Public Records of Charles County, Maryland.



Section 5. No Dedication to Public Use. Nothing contained in the within Declaration shall be construed or be deemed to constitute a dedication, express or implied, of any part of the the Property or any Common Area to or for any public use or purpose whatsoever.

ARTICLE VII. ARCHITECTURAL CONTROL

No improvements, construction, clearing, fencing or grading of any character shall be erected and none begun on any Lot (including but not limited to modifications, changes or additions to preexisting structures), nor shall any change, modification or addition made in the exterior design of such improvements be made after the original construction has begun on any Lot, unless and until Plans setting forth the cost, type and size thereof; materials to be used in construction; exterior design and color scheme; exterior lighting; plans, specifications and details thereof, and Lot layout, showing the proposed location of the dwelling, garage, fencing, and any other structures, and drive-ways upon the Lot, final Lot grades, landscaping, and details of the drive-way shall have been approved in writing by an architectural committee composed of three or more representatives appointed by the Board of Directors (hereafter collectively the "Architectural Committee"), and copies of said Plans, specifications, and details shall have been lodged permanently with such Architectural Committee. Plans submitted to the Architectural Committee for consideration shall have a scale of not less than one (1) inch for every 50 feet for site work with elevations on a scale of not less than 1/4 inch for each foot; and floor plans on a scale of not less than 1/4 inch for each foot, and shall set forth the information specified by this paragraph. The Architectural Committee shall not be required to consider for approval any Plans submitted to it not conforming to the requirements of this paragraph.

As used herein, the term "improvements" is intended to mean the improvements of every kind and character which shall or may be placed upon a Lot; the term "exterior design" shall include but not be limited to, lights, shades, screen, awnings, patio covers, decorations, fences, walls, slabs, sidewalks, gutters, patios, balconies, porches, driveways, walls, windows, doors, landscaping, and landscape screening.

The Architectural Committee shall have the sole and exclusive right to establish grades and slopes on all Lots and to fix the grade at which any dwelling or improvement shall hereafter be erected, and to control the slope of clearing and grading, and to require landscaping as a buffer between Lots, subject only to compliance with the regulations of public authorities having control thereof.

Within thirty (30) days after submission to the Architectural Committee and actual receipt by it of the Plans, the Architectural Committee shall notify the Applicant that such Plans have either been approved or disapproved, such notice to be in writing, directed to the Applicant at an address to be designated by the Applicant at the time the Plans are submitted to the Architectural Committee for consideration. In the event such Plans are disapproved, the Architectural Committee shall furnish the Applicant a brief description of the reasons resulting in disapproval. Plans or any approvals required of the Architectural Committee hereunder may be disapproved or



withheld for any reason consistent with the stated purposes and other provisions of this Declaration including purely esthetic reasons.

In the event the Architectural Committee fails to approve or disapprove the Plans within said thirty (30) day period, or, if no suit to enjoin the proposed construction by an Applicant whose Plans have been disapproved has been commenced within ninety (90) days after completion of such construction, approval will not be required, and the terms of this Declaration shall be deemed to have been satisfied.

The exterior of all structures (including dwellings, two-car garages, sheds, and any other structures of any kind or character) shall be completed in accordance with the approved Plans and specifications therefor within a period of one year from the date of Plan approval by the Architectural Committee. If construction is not commenced within six (6) months of the approval of the Plans or if exterior construction is not completed within one (1) year of the approval of the Plans, the same shall be required to be re-submitted for approval in accordance with the provisions hereof and shall be subject to complete reconsideration by the Architectural Committee.

#### ARTICLE VIII. DESIGNATION OF ARCHITECTURAL COMMITTEE - VOTING

1. Until such time as a different designation shall be made by the Board of Directors in accordance with this Article VIII, Charles R. Dillon, Albert W. Courtney, and Richard A. Kramer are hereby designated as the Architectural Committee. The mailing address of the Architectural Committee shall be c/o The Charles R. Dillon Company, Suite 202, 10903 Indian Head Highway, Ft. Washington, Maryland 20744, or such other address as shall from time to time be designated by the Architectural Committee by instrument recorded among the Land Records for Charles County, Maryland. In the event of death, resignation, or inability to act of any designated member of the Architectural Committee, the Board of Directors shall promptly designate a successor. The right is reserved to the Board of Directors at any time to remove any designated member of the Architectural Committee, with or without cause. Neither the members of the Architectural Committee nor any of their successors shall be entitled to any compensation for services performed pursuant to the provisions of this Declaration, provided that the Architectural Committee and members thereof shall be entitled to reasonable reimbursement for out-of-pocket expenses incurred in connection with the performance of their duties pursuant to the provisions herein contained. A majority of the membership of the Architectural Committee shall constitute a quorum, and all approvals or disapprovals or any other action required by the Architectural Committee shall require a majority vote. The Chairman of the Architectural Committee shall have the absolute authority to certify in writing to any applicant or party for any purpose whatsoever, that the Architectural Committee has either duly approved or disapproved any action coming within the scope of the Architectural Committee's authority, and such certification in writing shall be in all respects absolutely, irrevocably and conclusively binding upon the Architectural Committee, and all Members and Lot Owners.

The Declarant, the Board of Directors, the Association, all Members, and any designated or elected member of the Architectural Committee shall not have any individual or personal liability to any Lot Owner or any other person for



any decision, vote, approval, disapproval, or any other action taken by the Board of Directors, the Architectural Committee, the Declarant or any elected or designated member of the Architectural Committee, pursuant to the provisions of this Declaration. Each Lot Owner by virtue of their ownership of such Lot, shall be deemed to have conclusively and irrebuttably waived, discharged and released the Declarant, the Board of Directors, the Association, all Members, and the Architectural Committee and its designated or elected members and successors and assigns from and against any and all loss, cost, damage or expense and causes of action which any Lot Owner may now or hereafter have as a result of any action taken by the Declarant, the Board of Directors, the Association, all Members, or the Architectural Committee or its designated or elected members pursuant to this Declaration.

#### ARTICLE IX. ARCHITECTURAL RESTRICTIONS -

Section 1. Prohibited Uses and Nuisances. Except for the activities of the Declarant during the construction and development of the Property (to which the following provisions do not apply) the, following shall be expressly prohibited:

1. No Lot, or any portion of the Property shall be used for other than private residential or agricultural purposes. Nothing contained within this paragraph or elsewhere in this Declaration shall prohibit the Declarant from the use of any Lot or any portion of the Property for promotional or display purposes, or as a "model home", sales office or the like.

2. No Home structure shall be erected or placed on any Lot which does not include with it a two-car garage.

3. No tree lying without the approved building, septic, and driveway area of the Plans having a diameter of more than eight inches measured two feet above ground level shall be removed without the approval of the Architectural Committee.

4. No offensive trade or activity shall be carried on upon any Lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell, or other sound device (except such devices as are used exclusively for security purposes) shall be located, installed or maintained upon the exterior of any dwelling or other improvements or any Lot.

5. No tent, trailer, or temporary structure of any kind may be erected on or moved to any Lot without written approval of the Architectural Committee, except a contractor's shed, which is to be used only during construction of the permanent improvements upon the Lot, and such contractor's shed shall be removed upon the completion of such permanent improvements.

6. Except for entrance, street, or directional signs, or any promotional or advertising signs as may be maintained by the Declarant, no sign of any kind shall be displayed to public view on any Lot without written approval of the Architectural Committee, provided however, that one temporary real estate sign not exceeding six (6) square feet in area may be erected upon any Lot or attached to any Home placed on the market for sale or rent. Any



such temporary real estate sign shall be promptly removed within the time limits specified by ordinance or statute following the sale or rental of such dwelling.

7. No basement, garage or outbuilding, other than a servants' quarters or guest house erected on a Lot shall at any time be used for human habitation, temporarily, or permanently, nor shall any structure of a temporary character be used for human habitation.

8. No Home shall be permitted on any Lot, the habitable finished floor area of which, exclusive of basements, porches, patios, and garages, is less than 2,500 square feet in the case of a one-story residential structure, or less than 3,000 square feet in the case of a one and one-half, two, or two and one-half story structure. For the purposes of this Declaration, a basement shall be deemed any floor area fifty-five (55%) percent or more of which is below grade. Homes with more than two and one-half stories shall require the prior approval of the Architectural Committee.

9. No exterior lighting shall be directed outside the boundaries of any Lot.

10. No fences or enclosures shall be constructed upon any Lot without prior approval by the Architectural Committee.

11. No outside television or radio aerial or antenna or other aerial or antenna or similar device (including "satellite dishes") for reception or transmission shall be maintained upon the exterior of any Home or other improvement without prior approval of the Architectural Committee.

12. No animals, livestock or poultry of any kind, regardless of number shall be maintained on any Lot if the same shall constitute a danger or nuisance to the community. The Board of Directors shall have the right from time to time to adopt such additional rules and regulations pertaining to pets as it may from time to time consider necessary or appropriate. Notwithstanding this provision, horses for the personal use of a Lot Owner and his family shall be permitted to be maintained on a Lot subject to compliance with applicable statutes.

13. No trash or other refuse of any kind shall be stored on any Lot except household trash which shall be promptly disposed of by weekly trash collection. Each Lot Owner at its expense shall keep the total Lot road frontage out to the edge of the pavement free of trash, refuse, or debris of any kind. The Architectural Committee, or its agents, shall have the right to enter upon any Lot or the road area in front of a Lot to remove any such trash or debris if not removed by the Lot Owner, as well as the right at all reasonable times to cut and remove any grass, weeds, or undergrowth on any Lot deemed by the Architectural Committee to be unsightly, all at the cost and expense of the Lot Owner, which expense shall be considered an assessment and lien against said Lot and which shall have the same priority and enforceability as herein provided for assessments.

14. Oil well drilling, oil development operations, refining, mining operations of any kind, or quarrying, shall not be permitted upon, or in, any of the Lots, nor shall oil wells, tunnels, mineral excavations or shafts be



permitted upon or in any of the Lots covered by this Declaration. Oil tanks for Home heating fuel shall be below ground.

15. All trash, garbage, and refuse stored without any Home shall be stored in covered receptacles, and shall not remain in public view except for trash collection days. No burning of any trash and no accumulation or storage of litter, lumber, scrap materials, refuse, bulk materials, wastes, building materials or trash of any kind shall be permitted on any Lot.

16. No school day care center, child care center, nursing home, or church of any kind shall be maintained or operated upon the Property, provided, however, that a "family day care home," as such term is defined in §11B-111.1 of the Real Property Article of the Annotated Code of Maryland, may be maintained or operated upon the Property by any Lot Owner upon the approval by a simple majority of the total eligible voters of the Association under the voting procedures contained in the By-Laws. As to Lots 4 and 54, the use of Preexisting Improvements for other than a residence or agricultural purpose shall require the approval of the Architectural Committee, which shall have absolute discretion in determining appropriate uses of such property and in granting approval thereof.

17. No structure or improvement shall be maintained on a Lot in violation of the building restriction and set-back lines shown on the Plat.

18. No junk or abandoned vehicle, commercial vehicle, trailer, truck with a gross vehicle weight in excess of 7,500 pounds, camper, camp truck, house trailer, boat or other machinery or equipment of any kind or character shall be permanently parked and/or stored in view from any public roadway. The Architectural Committee shall have the absolute discretion to require any of the foregoing to be properly screened from the view of adjoining Lots.

Section 2. Waiver. Notwithstanding the provisions of Section 1 above, the absolute right is reserved to the Declarant and/or the Architectural Committee (in either's sole discretion) to waive or exempt any Preexisting Improvements from the provisions of Section 1. The Declarant and Architectural Committee is further granted the absolute right (in either's sole discretion) to grant to any Lot a waiver (including but not limited to minimum square footage requirements) from the effect of any of the foregoing restrictions where the Declarant and/or the Architectural Committee concludes that the (i) failure to waive such provision would result in a hardship to a Lot Owner or (ii) such waiver will not result in a condition inconsistent with the spirit and intent of this instrument.

#### ARTICLE X. COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments to be Paid to the Association. Each Lot Owner (but expressly excluding the Declarant) of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant, which covenant shall run with the land and be binding on every Lot Owner, and agree to pay to the Association: (1) annual assessments or charges; (2) special assessments for capital improvements; and (3) annual assessments or charges to affect payment of any real or personal property taxes on any personal or real property now or in the future owned by the



Association. All such assessments shall be fixed, established, and collected by the Association from time to time as hereinafter provided. Annual and special assessments, together with such interest thereon and costs of collection thereon, including interest costs and attorney fees, as hereinafter provided, shall be a charge and lien on each Lot and shall be a continuing lien upon the Lot against which each such assessment is made, and said lien may be enforced in accordance with the provisions of the Maryland Contract Lien Act or in any other manner permitted by law. Each such assessment, together with such interest costs and reasonable attorney fees for its collection, including at the appellate level, shall also be the personal obligation of the persons who were the Lot Owners of such Lot or Lots at the time when the assessment fell due provided that such personal obligation shall not pass to successors in title to such Lot or Lots unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments to be levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents of the Property and shall specifically include, but not be limited to: maintenance of all lighting and parking facilities in the Common Areas; and the payment of taxes and insurance for the Common Area; payment for the improvement and maintenance of the Common Area, services, and facilities related to the use and enjoyment of the Common Area and of the Homes situated upon the Property; and for payment of the Association's operating expenses. Assessments may also be used to provide maintenance, landscaping and placement of entrance signage within the Common Areas, the public rights of way and/or easements adjoining the Lots.

Section 3. Basis of Annual Assessments. Until September 30, 1990, the monthly assessments shall be the amount as set forth in the initial budget of the Association for its initial year of operation. From and after October 1, 1990, the annual assessment shall be determined in accordance with the current maintenance costs and future needs of the Association, provided, however, that any increase in the annual assessment shall require the consent of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than fifteen (15) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The maintenance costs shall include and shall mean all operating costs of the Association, maintenance costs of the Common Area, payment of insurance premiums for the Common Area, and payment of any real or personal property taxes on the Common Area. The annual assessment shall also include a sum required to provide an adequate reserve fund for the maintenance, repair and replacement of the Common Area and any improvements thereon, if any, or any personal property owned by the Association, and for which payments are to be made in annual payments rather than by special assessment.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction or unexpected repair or replacement of a described capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto, PROVIDED that any such special assessment



in excess of 25% of the regular annual assessments shall have the assent of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than fifteen (15) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting.

**Section 5. Uniform Rate of Assessment.** Annual assessments for each Lot shall be determined on the basis of the total Lots within the Property. Notwithstanding that Declarant shall be exempt from annual assessments, to the extent that the maintenance cost of the Common Area shall exceed the amount of annual assessment collected from Lots Owners (other than Declarant), Declarant shall pay such deficit. Declarant shall not, however, be required to make any contribution to any reserve fund. Annual assessments shall be collected on a monthly basis.

**Section 6. Quorum for Any Action Authorized Under Article X.** At each meeting called, as provided in this Article X hereof, the presence at the meeting of Members or of proxies entitled to cast sixty-six percent (66%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called for the same purpose if (i) the notice of the meeting states that the procedure authorized by Section 5-206 of the Corporations and Associations Article may be invoked, and (ii) by majority vote, the Members present in person or by proxy call for the additional meeting. Fifteen (15) days notice of the time, place, and purpose of the additional meeting shall be given by an advertisement in a newspaper published in the county where the principal office of the Association is located. The notice shall advise that at such additional meeting the Members present in person or by proxy thereat shall constitute a quorum and that a majority of the Members present in person or by proxy may approve or authorize the proposed action taken at the additional meeting and may take any other action which could have been taken at the original meeting if a sufficient number of Members had been present.

**Section 7. Date of Commencement of Annual Assessments: Due Dates.** The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the first Lot to a Lot Owner. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors of the Association shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Lot Owner subject thereto. The due date shall be established by the Board of Directors. The Association shall upon demand at any time furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A reasonable charge may be made by the Board of Directors for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

**Section 8. Effect of Nonpayment of Assessments: Remedies of the Association.** Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of



eighteen percent (18%) per annum, and the Association, acting through its Board of Directors, may bring an action at law against the Lot Owner personally obligated to pay the same, or foreclose the lien against the Lot to which the assessment is levied, and interest, costs and reasonable attorney's fees, including at the appellate level, of any such action shall be added to the amount of such assessment. No Lot Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

**Section 9. Special Assessment Against a Particular Lot Owner.** In the event a Lot Owner shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) of the Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain, and restore the Lot, and the exterior of the Home and any other improvements erected on a Lot. The costs of such exterior maintenance shall be added to and become part of the annual assessment to which such Lot is subject; and said assessment shall be enforced in the same manner as provided for in Section 8.

**Section 10. Maintenance of On-Site Storm Drainage Systems.** Commencing with the conveyance of the first Lot to a Lot Owner, the Association and each Lot Owner (other than the Declarant) shall assume and perform all of the obligations of the Declarant under a certain Declaration and Agreement bearing date of December 20, 1988, with the County Commissioners of Charles County entitled "Inspection and Maintenance of Private On-Site Storm Drain Systems Agreement - Declaration of Covenants". Association assessments shall be used to the extent necessary to perform all of the obligations set forth in said Agreement.

**Section 11. Subordination of the Lien to Mortgages.** The lien of the assessments provided for herein shall be superior to all other liens save and except real property tax liens and the liens of any bona fide First Mortgage to an First Mortgagee.

**Section 12. Exempt Property.** The following portions of the Property shall be exempt from all assessments (annual, special, or otherwise) created herein: (a) any portion of the Property dedicated to and accepted by a local public authority; (b) the Common Area; (c) any portion of the Property which is designated and/or reserved for easements and not contained within a Lot; and (d) any Lots or other portion of the Property owned by the Declarant

#### **ARTICLE XI. CAPITAL CONTRIBUTION**

Except for Lots 4 and 54 which shall be exempt from this Article XI, at the time of closing on a Lot pursuant to an original contract of sale with the Declarant, the purchaser of the Lot shall pay to the Association a capital contribution in the sum equal to FIVE HUNDRED AND NO/100 (\$500.00) DOLLARS for each Lot purchased. These monies shall be the Association's property and shall be held by the Association through its Board of Directors pursuant to the powers described in the Articles of Incorporation and By-Laws of the Association for the purposes of meeting budgetary deficits, in lieu of special assessments, and for payment of any Federal and State income taxes on the earnings of this Fund. This capital contribution shall remain with the



respective Lot on the books of the Association and while the asset amount may be affected by the actions of the Board of Directors, no refund of capital contribution will be forthcoming on resale. Therefore, each purchaser and/or Lot Owner should consider this item as an asset in his negotiation for resale of any Lot.

#### ARTICLE XII. RESERVATION OF EASEMENT

The Declarant expressly reserves, for itself, its successors and assigns, and the Association, an easement sufficient to maintain the fence along both side of Maryland Route 228, the landscaping at Courtney Drive and Zoll Lane outlands, the pedestrian walkway along the south side of Maryland Route 228, the paved sections of the private driveways serving multiple lots and a 10-foot easement along the front and rear line and a 10-foot easement along the side lines of each and every Lot for the installation of utilities or other uses by it deemed to be necessary for the service of said Lot and any walls, fences, paving, planting, or other improvements placed thereon by the Lot Owner of the Lot on which the easement lies shall be removed, if required, by the Declarant, the Association or its assigns, at the expense of such Lot Owner. This reservation includes the right to re-enter upon any easement for the purpose of locating, erecting, maintaining and constructing any drain, culvert, sanitary or storm sewer, water main, electric and telephone lines, and other utilities; the Declarant specifically reserving the right to assign any and all easements hereby reserved. The right is also reserved to the Declarant and/or the Association to create by additional instruments such other utility or public easements across the Property as may be deemed necessary by the Declarant and/or the Association. The right is further reserved to the Declarant and to the Association to enter upon any portion of any Lot which lies within the public right of way in order that the same may be maintained, mowed, trimmed, cleaned, and/or planted (collectively "maintenance") as the Declarant and/or the Association may determine in their discretion. The cost of such maintenance shall be at the cost and the expense of the Association provided that such maintenance shall be included in the maintenance assessment described in Article X hereof.

#### ARTICLE XIII. BINDING EFFECT

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until December 31, 2020, at which time each and all of said covenants shall be automatically extended for successive periods of 10 years unless by vote of two-thirds (2/3) of the then Lot Owners covered by this Declaration agree to change the same in whole or in part; and an instrument setting forth said changes is duly executed and acknowledged by said two-thirds (2/3) of the then Lot Owners and duly recorded among the Land Records for Charles County, Maryland.

#### ARTICLE XIV. ENFORCEMENT

Section 1. Enforcement by Declarant and the Association. The Declarant expressly and exclusively reserves to itself, the Association, their successors and assigns, in case of any violation or breach of any of the conditions or agreements herein contained, the right to enter the Lot upon which the violation or breach exists and to correct same. The Declarant and/or the Association shall not, by reason thereof, be deemed guilty of any



manner of trespassing for such entrance, abatement, or removal, which shall be at the cost and expense of the Lot Owner upon which such condition or breach exists. Failure by the Declarant or the Association to enforce any provision of this Declaration shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequent thereto. The right to enforce any provision of this Declaration shall at all times remain exclusively with the Declarant, the Association, and their successors, designees, and assigns (including the Architectural Committee). No individual Lot Owner shall have any right of enforcement of any of the provisions of this Declaration and all decisions, action or inaction by Declarant, the Association, or their successors and assigns with respect to the enforcement of any of the provisions hereof shall be conclusive, final and binding on each individual Lot Owner.

In the event any judicial proceeding is commenced by the Declarant, or the Association, their successors and assigns, to enforce any provision of this Declaration, the Declarant and Association, their successors and assigns shall, in addition to any injunctive relief requested, be entitled to an award of reasonable attorney fees and costs of suit incurred as a result of such proceeding. In a proceeding commenced by the Declarant, the Association, or their successors and assigns in which injunctive relief shall not constitute full and adequate compensation, the Lot Owner against whom such proceeding is commenced shall further be subject to award of monetary damages to which the Court hearing such proceeding shall deem appropriate to adequately compensate the Declarant, the Association, and/or Lot Owners for the violation of this Declaration which is the subject of such proceeding.

#### ARTICLE XV. DESIGNATION OF SUCCESSOR

At any time prior to December 31, 1993, the Declarant may assign any and all of its rights, powers, obligations and privileges under this Declaration, including but not limited to, its authority to act as and designate members of the Architectural Committee to any other corporation, association, or person, any such assignment, or assignments, to be effective upon the recordation among the Land Records of Charles County, Maryland, of the instrument assigning same. Each and every one of the obligations, benefits, and duties of Declarant pursuant to this Declaration shall be binding upon and inure to the benefit of any assignee or successor of Declarant.

#### ARTICLE XVI. PROHIBITION AGAINST FURTHER SUBDIVISION

No Lot within the Property shall be further subdivided for any reason except for utility or storm drainage purposes, to establish Common Area, or to conform with County and/or State requirements for subdivision approval purposes. No Lot within the Property shall be further subdivided in any event without the prior express written consent of the Declarant, the Association, or their successors and assigns. In no event may any Lot be subdivided to create an additional building Lot.

#### ARTICLE XVII. MODIFICATION AND WAIVER

##### Section 1. By Declarant.

All grantees in a conveyance of a Lot or Lots expressly stipulate and



agree that, inasmuch as the Declarant is the most interested party in maintaining the high quality development which by this Declaration is sought to be maintained, the Declarant has rightfully reserved unto itself, and its successors and assigns, as herein set forth, until January 1, 1993 (but not thereafter), the right to waive or alter such of the above restrictions as it, in its sole discretion, may deem best for the benefit of the development or maintenance of the Property in any particular instance, which waiver, or alteration, shall be by the written consent of the Declarant and the Lot Owner upon which said restrictions are to be waived or altered; such written consent to be duly acknowledged and recorded among the Land Records for Charles County, Maryland; and further such waiver, or alteration as to a particular Lot shall in no way be construed to waive or alter the applicability of the particular restriction or restrictions so waived or altered as to any other Home, improvements, or Lot.

## Section 2. Generally.

The provisions of this Declaration may be amended at any time upon the affirmative vote of two-thirds (2/3) of the then Lot Owners covered by this Declaration at a duly convened meeting of the Members provided that: (i) any amendment to this Declaration so long as there exists Class B Members shall require the consent of one hundred (100%) percent of the Class B Members, and (ii) no amendment may be made to this Declaration which shall change or alter the priority of any First Mortgage which shall then be a lien on any Lot.

## ARTICLE XVIII. PROVISIONS RELATING TO FIRST MORTGAGEES

Section 1. It is expressly provided that the breach of any of the foregoing conditions, or of any re-entry on a Lot by reason of such breach, shall not defeat or render invalid the lien of any mortgage or deed of trust, made in good faith and for value, as to the Lot, or any part thereof, encumbered by such mortgage or deed of trust; but said conditions shall be binding upon and effective against any Lot Owner of said premises, whose title thereto is acquired by foreclosure, trustees' sale, or otherwise, as to any breach occurring after such acquirement of title. It is expressly agreed that the lien and effect of any initial or annual assessment provided for herein shall be and at all times remain inferior and subordinate to the lien of any First Deed of Trust or Mortgage secured by any Lot or the Property. Notwithstanding this provision, nothing herein shall release any such First Mortgage from the lien and effect of any assessments made against any Lot at any time subsequent to the date any such First Mortgage shall acquire title to any Lot by virtue of a foreclosure proceeding or deed in lieu of foreclosure. No amendment to this Declaration shall adversely affect the holder of any First Mortgage or Deed of Trust recorded prior to the recordation of any such amendment.

Section 2. Any First Mortgagee of a Lot who obtains title to a Lot pursuant to the remedies provided in said Mortgagee's First Mortgage on that Lot, or obtains title by deed in lieu of foreclosure, shall not be liable for any unpaid assessment or charge accrued against said Lot prior to the acquisition of title to said Lot by such Mortgagee.



Section 3. The First Mortgagee of any Lot on the Property is entitled, upon request, to written notification from the Association of any default in the performance by the First Mortgagor, of any of such Owner's obligations pursuant to the terms of this Declaration, which default is not cured after sixty (60) days notice to such Owner.

Section 4. Any First Mortgagee of Declarant who succeeds the Declarant in Title to any portion of the Property, or acquires title to any portion of the Property by way of foreclosure, deed in lieu of foreclosure, or otherwise, shall be entitled to any exemption from the terms or restrictions of the Declaration to the same extent that Declarant would be exempt from such terms or restrictions.

#### ARTICLE XIX. CONSENTS

Section 1. Consent of Federal Housing Administration and Veterans Administration. Provided that any Lot in the project is then encumbered by a deed of trust or mortgage which is insured by the Federal Housing Administration or guaranteed by the Veterans Administration and, provided further, that there are then Class B Memberships of the Association outstanding, neither the Members, the Association nor its Board of Directors shall, by act or omission, take any of the following actions without the prior written consent and approval of the Federal Housing Administration and the Veterans Administration, as the circumstances may require:

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

#### ARTICLE XX. PARTIAL INVALIDITY

Each of the provisions hereof shall be deemed independent of the others, and invalidation of any one of these covenants and conditions, or any part, or parts thereof, by judgments, or Court order, shall in no wise affect any of the other provisions hereof, which shall remain in full force and effect.

These covenants shall bind, and benefit the Declarant, and its successors and assigns. Whenever used the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

#### ARTICLE XXI. NOTICE

Section 1. General Notice. Except as specifically provided in Section IV hereof, any notice, communication or writing required to be sent pursuant to this Declaration shall be deemed to have been received forty-eight (48) hours after depositing same with the United States Post Office, postage prepaid, by first-class mail addressed to the last known address of the person to whom such notice, writing or communication is directed.



Section 2. Additional Rights of Mortgagees - Notice. Upon written request for such notice, the Association shall promptly notify the holder of the First Mortgage of any Lot for which assessment levied pursuant to the Declaration or any installment thereof, becomes delinquent for a period in excess of sixty (60) days, and the Association shall promptly notify the holder of the First Mortgage on any Lot with respect to which any default in any other provision of this Declaration remains uncured for a period in excess of sixty (60) days following the date of such default.


ARTICLE XXII. PARTIES SIGNING FOR CONSENT PURPOSES

It is expressly agreed that the Trustees and the Lender have executed this instrument for the sole purpose of evidencing their consent to the provisions herein set forth and with the express agreement with the Declarant that none of such parties shall have any liability of any kind or character with respect to any of the matters set forth in this Declaration.

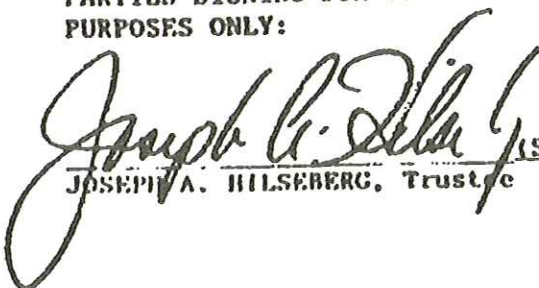
IN WITNESS WHEREOF, the parties hereto have set their names and seals as of the year and day first above written.

FRIENDSHIP JOINT VENTURE,  
a Maryland general partnership

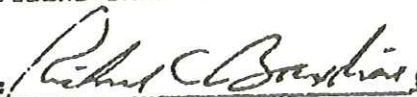
By: THE CHARLES R. DILLON COMPANY  
a Maryland corporation  
Managing Joint Venturer

By:  (SEAL)  
CHARLES R. DILLON  
President

PARTIES SIGNING FOR CONSENT  
PURPOSES ONLY:

 (SEAL)  
JOSEPH A. HILSEBERG, Trustee

CITIZENS BANK OF MARYLAND

By:  (SEAL)

(Notary signatures continued on following pages.)



STATE OF Maryland )

COUNTY OF Charles )

I HEREBY CERTIFY that on this 14th day of December, 1989, before me, the undersigned subscriber, a notary public for the state and county aforementioned did personally appear CHARLES R. DILLON who acknowledged himself to be the President of THE CHARLES R. DILLON COMPANY, a Maryland corporation, who is the Managing Joint Venturer of FRIENDSHIP JOINT VENTURE, a Maryland general partnership, and as such President of the Managing Joint Venturer, being duly authorized so to do, did further acknowledge that he executed the foregoing Declaration of Covenants for the purposes therein contained by signing the name of THE CHARLES R. DILLON COMPANY, a Maryland corporation, as Managing Joint Venturer of FRIENDSHIP JOINT VENTURE, a Maryland general partnership, and Attorney-in-Fact.

AS WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 14th day of December, 1989.

  
NOTARY PUBLIC


My Commission Expires: 7/1/90

STATE OF Maryland )

COUNTY OF Prince George's )

I HEREBY CERTIFY that on this 13th day of December, 1989, before me, the undersigned subscriber, a notary public for the state and county aforementioned did personally appear JOSEPH A. HILSEBERG ~~who~~ who ~~acknowledged himself~~ acknowledged ~~himself~~ to be trustee under a certain Deed of Trust recorded in Liber 1405 at folio 205 among the land records of Charles County, Maryland, and, being duly authorized so to do by the secured party under said Deed of Trust did ~~acknowledged~~ further acknowledge that ~~they~~ executed the foregoing Declaration of Covenants for the purposes therein contained.

AS WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 13th day of December, 1989.

  
NOTARY PUBLIC

My Commission Expires: July 1, 1990

(Signature and Notary continued on following page.)



STATE OF Maryland )COUNTY OF Prince George's )

I HEREBY CERTIFY that on this 13th day of December, 1989, before me, the undersigned subscriber, a notary public for the state and county aforementioned did personally appear Richard C. Bandiere, who acknowledged himself ~~her~~ to be the Exec. Vice President CITIZENS BANK OF MARYLAND, and as such Exec. Vice President being duly authorized so to do, did further acknowledge that he/~~she~~ executed the foregoing Declaration of Covenants for the purposes therein contained by signing the name of CITIZENS BANK OF MARYLAND, as its Exec. Vice President and Attorney-in-Fact.

AS WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 13th day of December, 1989.

Thomas G. Saks (SEAL)  
NOTARY PUBLIC

My Commission Expires: July 1, 1990.

I HEREBY CERTIFY that the within Declaration of Covenants was prepared by an attorney duly authorized to practice before the Maryland Court of Appeals.

RICHARD A. KRAMER

Mr. Clerk:

After recording please remit to:

Friendship Joint Venture  
c/o The Charles R. Dillon Company  
10903 Indian Head Highway, Suite 202  
Ft. Washington, MD 20744



EXHIBIT ONE

LIBER 1433 FOLIO 565

Lots numbered 4 and 54 in the subdivision known as "PLAT 1, FRIENDSHIP ESTATES" as per plat thereof recorded in Plat Book 38 at Plat No. 164 among the Land Records of Charles County, Maryland, being in the 6th Election District of said county; and

Lots numbered 52, 53, 55, 56, 57 and 58 in the subdivision known as "PLAT 2, FRIENDSHIP ESTATES" as per plat thereof recorded in Plat Book 39 at Plat No. 234 among the Land Records of Charles County, Maryland, being in the 6th Election District of said county; and

Lots numbered 49, 50, 51, 59, 60, 61, 62, 63, 64 and 65 in the subdivision known as "PLAT 3, FRIENDSHIP ESTATES" as per plat thereof recorded in Plat Book 39 at Plat No. 235 among the Land Records of Charles County, Maryland, being in the 6th Election District of said county; and

Lots numbered 1, 2, 3, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 and 15 in the subdivision known as "PLAT 4, FRIENDSHIP ESTATES" as per plat thereof recorded in Plat Book 39 at Plat No. 236 among the Land Records of Charles County, Maryland, being in the 6th Election District of said county; and

Lots numbered 16, 17, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, and 48, and 4.155 acres labeled "RESIDUE" in the subdivision known as "PLAT 5, FRIENDSHIP ESTATES" as per plat thereof recorded in Plat Book 39 at Plat No. 237 among the Land Records of Charles County, Maryland, being in the 6th Election District of said county; and

Lots numbered 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, and 2.0009 acres labeled "RESIDUE" in the subdivision known as "PLAT 6, FRIENDSHIP ESTATES" as per plat thereof recorded in Plat Book 39 at Plat No. 238 among the Land Records of Charles County, Maryland, being in the 6th Election District of said county; and

Lots numbered 66, 67, 68, 69, 70, 71, 72 and 73 in the subdivision known as "PLAT 7, FRIENDSHIP ESTATES" as per plat thereof recorded in Plat Book 39 at Plat No. 239 among the Land Records of Charles County, Maryland, being in the 6th Election District of said county.