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DORSEY HALL BUSINESS PARK

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION made this 20th day of July, 1988, by The Howard Research And Development Land Company, a Maryland corporation, as owner of certain real property located in Howard County, State of Maryland, described in Exhibit A, which is attached hereto and by this reference incorporated herein.

The property described in Exhibit A is made subject to this Declaration and is intended to be known hereafter as Dorsey Hall Business Park ("DHBP").

DHBP is being developed as a planned corporate office and research and development center designed to improve and enhance the local community and environment. This Declaration is intended to complement local governmental and municipal laws and regulations and, where conflicts occur, the most rigid requirements shall prevail. It is intended that the users of the sites in DHBP will be motivated to preserve these qualities through mutual cooperation and organization.

ARTICLE I

DEFINITIONS

Unless the context otherwise specifies or requires, the terms defined in this Article I shall, for all purposes of this Declaration, have the meaning herein specified.

"Architectural Review Committee". The term "Architectural Review Committee" shall mean the Architectural Review Committee created pursuant to Article V below.

"Architectural Guidelines". The term "Architectural Guidelines" shall mean the guidelines prepared and issued by the Architectural Review Committee for the purpose of reviewing and approving all development, landscaping, site plans (including signs and the like) for DHBP and each Lot therein.

"Front setback" shall mean the distance between the street on which a Lot fronts and the nearest setback line parallel thereto. Front setbacks shall be measured from the boundary of the easement or right-of-way for such street and shall extend from side boundary line to side boundary line.

HRD
10275 Little Patuxent Pkwy
Columbia, Md 21044
Attn: Legal Division

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"Grantor". The term "Grantor" shall mean The Howard Research And Development Land Company, a Maryland corporation, and to the extent provided in Section 11.1 below, its successors and assigns.

"Business Park". The term "Business Park" shall mean all of the real property now or hereafter made subject to this Declaration.

"Business Park Restrictions" or "Restrictions" shall mean and refer to the covenants and restrictions contained herein or as the same may be modified in accordance with the provisions of Section 3.2 hereof.

"Lot" shall mean and refer to any lot within the land subject to these Restrictions as the same shall appear on any recorded subdivision plat.

"Mortgage" shall mean and refer to a mortgage, deed of trust or other security device affecting a Lot or Lots and which shall have been recorded among the Land Records of Howard County, Maryland, and "Mortgagee" shall mean and refer to the mortgagee, beneficiary, trustee or other holder of any of the foregoing instruments, provided the name and address of such mortgagee, beneficiary, trustee or other holder shall appear among the aforesaid Land Records or shall have been made known by written notice to the Architectural Review Committee.

"Owner" shall mean and refer to any person having any estate in any Lot, excluding any person who holds such interest as security for the payment of an obligation, but including any mortgagee or other security holder in actual possession of any Lot, by foreclosure or otherwise, and any person taking title from any such security holder.

"Person" shall mean artificial persons as well as natural persons and includes the plural.

"Property" shall mean and refer to that certain property described in Exhibit A and, from and after any annexation hereto, such additional property as may be subjected to these Restrictions in the manner prescribed in Section 2.2 hereof.

"Rear setback" shall mean the distance between a rear boundary line of a Lot (not adjacent to a street) and the nearest setback line parallel thereto and shall extend from side boundary line to the side boundary line.

"Setback line" shall mean a line upon a Lot lying parallel to a boundary line of such Lot or to a street which touches such Lot.

"Side setback" shall mean the distance between a side boundary line of a Lot and the nearest setback parallel thereto, beginning at the front setback line and ending at the rear setback line.

"Street" shall mean any street, highway or other thoroughfare within the Property and shown on any recorded subdivision plat, whether designated thereon as street, boulevard, place, drive, road, terrace, way, lane, circle or otherwise.

"Structure" shall mean and refer to any thing or device the placement of which upon any Lot might affect the physical appearance thereof, including, by way of illustration and not limitation, buildings, attachments to buildings, sheds and similar items, loading docks, driveways, fountains, industrial fixtures, antenna, parking areas, trees, shrubbery, paving, curbing, landscaping, fences or walls, or any sign or signboard. Structure shall also mean any excavation or fill, the volume of which exceeds ten (10) cubic yards; or any excavation, fill, ditch, diversion dam or other thing or device which affects or alters the natural flow of surface waters upon or across any Lot or which affects or alters the flow of any water in any natural or artificial stream, wash or drainage channel upon or across any Lot.

ARTICLE II

PROPERTY SUBJECT TO THE BUSINESS PARK RESTRICTIONS

2.1. General Declaration Creating The Business Park.

Grantor hereby declares that all of the Property is and shall be conveyed, hypothecated, encumbered, leased, occupied, built upon or otherwise used, improved or transferred, in whole or in part, subject to the Business Park Restrictions. All of the Business Park Restrictions are declared and agreed to be in furtherance of a general plan for the subdivision, improvement and sale of the Property and are established for the purpose of enhancing and perfecting the value, desirability and attractiveness of the Property and every part thereof. All of the Business Park Restrictions shall run with the Property for all purposes and shall be binding upon and inure to the benefit of Grantor and all owners, lessees, licensees, occupants and their successors in interest as set forth in this Declaration.

2.2. Addition of Other Real Property by Grantor.

Grantor may, from time to time, so long as it owns any of the Property, annex additional lands to the Property and thereby subject the same to these Business Park Restrictions, by the execution and filing for recordation among the Land Records

of Howard County, Maryland, of an instrument expressly stating an intention so to annex and describing such additional lands (and the interests and estates therein) to be so annexed.

2.3. Land Owned by a Governmental Body.

The Business Park Restrictions contained in this Declaration shall not apply to any portion of the Property owned or leased by the United States, State of Maryland, Howard County or any instrumentality or agency thereof for so long as such entity shall be the owner or lessee thereof.

2.4. Other Land Owned by Grantor.

Unless said additional land is so incorporated and annexed into the Business Park, pursuant to Section 2.2 above, any parcel of land owned by Grantor, whether or not it be contiguous to the land originally described in Exhibit A, shall not be deemed incorporated into the Business Park and shall not be subject to the Business Park Restrictions.

ARTICLE III

DURATION AND MODIFICATION OF RESTRICTIONS

3.1. Duration.

These Restrictions shall remain in full force and effect until January 1, 2018, and thereafter shall, as then in force, be continued automatically and without further notice, and without limitation, unless modified or terminated in the manner set forth in Section 3.2 hereof.

3.2. Modification or Termination.

At any time prior to January 1, 2018, these Restrictions may be modified in any particular by the recording among the Land Records of Howard County, Maryland, of an agreement of modification executed jointly by the then record Owners of seventy-five percent (75%) (by acreage) of the Property subject thereto, and Grantor, its successors and assigns. At any time after January 1, 2018, these Restrictions may be modified in any particular or terminated in their entirety by the recording among the Land Records of Howard County, Maryland, of an agreement of modification or termination executed by the then record Owners of sixty-seven percent (67%) (by acreage) of the Property subject thereto. For the purpose of determining if the necessary percentage has been obtained pursuant to this Section, the computation shall be based on the total land area subject at that time to these Restrictions. Upon any modification as provided in this Section 3.2, these Restrictions shall continue in force and effect as so modified, as above provided.

For purposes of this Section 3.2, Owner shall not include any owner or holder of a reversionary interest in all or any portion of the Property under a lease with a term in excess of thirty (30) years. In any case where a Lot has more than one Owner, any one such Owner may execute any agreement of modification or termination under this Section 3.2 and such execution shall be conclusive and binding with respect to all other persons having any interest in the Lot in question.

ARTICLE IV

USE OF PROPERTY: RESTRICTIONS

4.1. Use Restrictions.

No Lot or portion thereof, nor any building or other Structure erected thereon, shall be used or permitted to be used, temporarily or permanently, for any of the uses described in Exhibit B attached hereto and by this reference made a part hereof. Provided, however, that notwithstanding the prohibition of those uses set forth in Exhibit B, upon consent of the Architectural Review Committee, which consent shall be in its sole absolute discretion, research and development activities which may employ certain materials or substances otherwise prohibited may be carried on within the Property.

In addition to the specific prohibitions contained above, no Lot or portion thereof, nor any building or other Structure erected thereon, shall be used or permitted to be used, temporarily or permanently, for the sale at retail to members of the general public of food, goods, services related to the sale of goods and consumer services; provided, however, that Grantor may, in its sole discretion by specific inclusion in the deed transferring any Lot within the Property to an Owner, allow and permit the use of any such Lot for certain retail sales to members of the general public of food, goods, services related to the sale of goods and consumer services, other than those specifically prohibited pursuant to the preceding paragraph, if Grantor shall determine that such retail use will not be incompatible with existing uses of other Lots within the Business Park.

4.2. Nuisances and Noxious or Offensive Activities.

No Owner, lessee, licensee or other occupant of the Property shall create a nuisance to the neighborhood. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Lot and no odors shall be permitted to arise therefrom so as to render any Lot or portion thereof unsanitary, unsightly, offensive or detrimental to any property in the vicinity thereof or to the occupants thereof. No use or operation shall be conducted on the Property which is noxious,

offensive, objectionable, unsightly or detrimental to persons or property in surrounding areas in any manner and due to any cause, such as, but not limited to, vibration, sound, electro-mechanical disturbances, electro-magnetic disturbances, radiation, air or water pollution, dust, emission of odorous toxic and non-toxic matters.

4.3. Building Height Limitation.

All buildings shall be limited to a height of forty (40) feet above the highest finished grade elevation; except that this height limitation may be exceeded with written approval of The Architectural Review Committee consistent with applicable zoning regulations.

4.4. Underground Utilities, Pipes, Etc.

No pipe, conduit, cable, line or the like for water, gas, sewage, drainage, steam, electricity, or any other energy or service shall be installed or maintained upon any Lot (outside of any building) above the surface of the ground, except for hoses and movable pipes used for irrigation or other purposes as specifically approved in writing by the Architectural Review Committee. All auxiliary machinery, equipment or facilities used on any Lot outside of any building in connection with any such energies or services shall be located upon any Lot only in such manner and upon such conditions as specifically approved by the Architectural Review Committee.

4.5. Parking.

All parking areas shall be provided by each Owner on each Lot with no on-street parking permitted, and each Owner hereby covenants and agrees with Grantor to use its best efforts to cooperate with Grantor and the Architectural Review Committee to prevent or eliminate on-street parking adjacent to its property. Each Owner further agrees to take all reasonable action necessary to assure that its employees, deliverymen and invitees use the designated parking areas upon its property. Parking areas shall be paved so as to provide dust-free, all-weather surfaces. Each parking space provided shall be designated by white lines painted on the paved surfaces and shall be adequate in area. All parking areas shall provide, in addition to parking spaces, adequate driveways and space for the movement of vehicles. No parking spaces shall be located on, and no parking shall be permitted within driveways or designated front set-back areas, nor within the designated side set-back area when such side set-back area is adjacent to a street, except that parking may be permitted by the Architectural Review Committee, in its sole and absolute discretion, in cases where site development capacity of a lot or property is severely affected by the imposition of such parking limitations. The number of parking spaces required for each Lot, and the specific

location of the same, shall be as designated in the plans for each Lot which shall be submitted and approved in the manner set forth in Article V hereof. In determining the number of parking spaces and the location thereof for each Lot, the Architectural Review Committee shall consider the exact nature of the use proposed for the Lot, the anticipated number and manner of employment of persons on the Lot, the nature and location of proposed Structures on the Lot, and such other matters as it shall deem relevant.

4.6. Loading and Outside Storage or Operations.

All provisions for vehicle loading shall be provided within each Lot. On-street vehicle loading is prohibited. Vehicle loading shall be located at the rear or side of buildings and all loading areas shall be screened from street visibility in a manner approved by the Architectural Review Committee.

No outside storage or operations of any kind shall be permitted on any Lot unless the prior written consent of the Architectural Review Committee is first obtained, such consent to be in the sole and absolute discretion of said committee.

4.7. Signs.

The location, size, design and construction of all signs must be in keeping with the character of the Property and all signs must be approved in writing by the Architectural Review Committee pursuant to regulations issued by the Committee. All rooftop signs, pylon signs, flashing or moving signs and banners are prohibited.

4.8. Antennas and Other Electronic and Communications Equipment.

No antennas, satellite dishes or similar devices shall be permitted on any Lot unless the prior written consent of the Architectural Review Committee is first obtained, such consent to be in the sole and absolute discretion of said committee.

4.9. Vibration.

Buildings and other Structures shall be constructed and machinery and equipment installed and insulated on each Lot so that the ground vibration inherently and recurrently generated is not perceptible without instruments at any point along any of the exterior Lot lines.

4.10. Smoke and Particulate Matter.

Visible emissions of smoke will not be permitted (outside any building) which exceed Ringlemann No. 1 on the Ringlemann Chart of the U.S.C. Bureau of Mines other than the

exhausts emitted by motor vehicles or other transportation facilities. This requirement shall also be applicable to the disposal of trash and waste materials. Wind-borne dust, sprays and mists originating in plants will not be permitted.

4.11. Fumes, Gases, Odors, Etc.

No fumes, odors, gases, vapors, acids or other substances shall be permitted to escape or be discharged into the atmosphere which, in the sole opinion of the Architectural Review Committee, may be detrimental to the health, safety or welfare of persons, or may interfere with the comfort of persons within the area, or which may be harmful to property or vegetation.

4.12. Glare or Heat.

Any operation producing intense glare or heat shall be performed only within an enclosed or screened area and then only in such manner that the glare or heat emitted will not be discernible from any exterior Lot line.

4.13. Maintenance, Refuse or Trash.

The Owner of every Lot shall keep his premises up to the curb line of the adjacent public roads, buildings, parking lots and roadways, and all improvements in a safe, clean, neat and sanitary condition and shall comply in all respects with all governmental zoning, health, fire and police requirements. Each Owner shall remove, at its expense, any rubbish of any character which may accumulate on its Lot. During construction of any improvements on any Lot, the Owner thereof shall keep any construction site free of unsightly accumulations of rubbish and scrap materials, and construction materials, trailers, shacks and the like employed in connection with such construction shall be kept in a neat and orderly manner.

4.14. Animals.

No livestock, poultry or other animals shall be kept on any Lot, except as required for research and development activities, and in no event shall any stable, hutch, barn, coop or other housing or shelter for animals or for the storage of materials be placed or maintained upon the Lot, except as approved by the Architectural Review Committee.

4.15. Dirt, Dust and Waste Discharge.

No use of the Property will be permitted which emits dust, sweepings, dirt or cinders into the atmosphere, or discharges liquid, solid wastes or other harmful matter into any stream, river or other body of water which, in the sole opinion of the Architectural Review Committee, may adversely affect the health, safety, comfort of, or intended property use by persons

within the area. No waste or any substance or materials of any kind shall be discharged into any public sewer serving the Property, or any part thereof, in violation of any regulations of the Howard County Metropolitan Commission or any public body having jurisdiction.

4.16. Landscaping.

Not less than twenty-five percent (25%) of the land area within each developed Lot, not inconsistent with the applicable zoning regulations, shall be landscaped with grass, trees, shrubs or other ground covering or landscaping materials as approved by the Architectural Review Committee. The Owner of every developed Lot shall keep its premises and the adjacent area up to the curb line of the adjacent public roads, exclusive of that area of each lot or parcel occupied by buildings, structures, hard-surfacing, vehicular driveways or pedestrian paths, planted with grass, trees or shrubs or other ground coverings or landscaping as approved by the Architectural Review Committee. Such land area, grass, trees or shrubs or other ground coverings or landscaping shall be maintained in a neat, clean and wholesome condition, free of weeds, rubbish and litter, by the Owner of each developed Lot.

ARTICLE V

ARCHITECTURAL REVIEW COMMITTEE: ARCHITECTURAL CONTROL

5.1. Committee Composition.

There shall be an Architectural Review Committee which shall consist of not less than three (3) nor more than five (5) persons. At such time as members are elected by Lot Owners as hereinafter set forth, at least one (1) member of the Committee shall be a Lot Owner or Lessee. No other committee members shall be required to meet any qualifications for membership.

5.2. Appointment and Removal.

The right to appoint and remove all members of the Architectural Review Committee shall be and is hereby vested solely in Grantor until such time as both (i) a Certificate of Compliance shall have been obtained for those Structures placed on the last Lot originally sold by Grantor in the Business Park and (ii) Grantor has conveyed all of its interest in the Property. When Grantor no longer has the right to appoint and remove the members of the committee, said right shall vest in the Lot Owners of the Business Park, and said Lot Owners voting on the basis of one vote per acre of land or portion thereof owned per committee member shall thereafter have control of the appointment and removal of committee members. Such votes may be cast by each Owner by dividing the same among the total number of

Committee members to be elected or by distributing such votes among any lesser number in such proportion as such Owner may desire. For purposes of this paragraph, in the event Grantor shall retain through a subsidiary or reacquire any property in the Business Park by virtue of foreclosure or other similar proceedings, Grantor shall be regarded solely as another Lot Owner and shall be entitled to vote along with all other Owners on the appointment and removal of committee members as their respective terms shall, from time to time, expire or terminate pursuant to the provisions hereof. Any Owner of any Lot may assign his voting rights hereunder to any lessee or licensee of the real property owned by such Owner, provided such assignment is in writing and duly recorded in the official records of the Office of the Clerk of the Circuit Court of Howard County, State of Maryland. For purposes of this Section, "Owner" shall not include any owner or holder of a reversionary interest in all or any portion of the Property under a lease with a term in excess of thirty (30) years.

5.3. Procedure and Meetings.

Except as hereinafter provided, the affirmative vote of a majority of the membership of the Architectural Committee shall be required in order to adopt or promulgate any rule or regulation. With regard to review of any plans and specifications as set forth in this Article V, however, and with regard to all other specific matters such as the making of any finding, determination, ruling or order, or the issuance of any permit, authorization or approval as may be specified by resolution of the entire Architectural Review Committee, each individual member of the Architectural Review Committee shall be authorized to exercise the full authority granted herein to the Architectural Review Committee. Any approval by one such member of any plans and specifications submitted under this Article V or the granting of any approval, permit or authorization by one such member in accordance with the terms hereof shall be final and binding. Any disapproval, or approval based upon modification or specified conditions by one such member shall also be final and binding; provided, however, that in any such case, any applicant for such approval, permit or authorization may, within ten (10) days after receipt of notice of any such adverse decision, file a written request to have the matter in question reviewed by the entire Architectural Review Committee. Upon the filing of any such request, the matter with respect to which such request was filed shall be submitted to and reviewed as soon as is practicable by the entire Architectural Review Committee. The decision of a majority of the members of the Architectural Review Committee with respect to such matter shall be final and binding.

The Architectural Review Committee may meet informally, by meeting, telephone, letter or otherwise as necessary to properly perform its duties hereunder, and no one shall have any right to be present or participate in any meeting of the Architectural Review Committee other than the members themselves.

5.4. Submission of Plans and Specifications.

No Structure shall be commenced, erected, placed, moved onto or permitted to remain on any Lot, nor shall any existing Structure upon any Lot be altered in any way which materially changes the exterior appearance thereof, unless plans and specifications therefor shall have been submitted to and approved in writing by the Architectural Review Committee. Such plans and specifications shall be in such form, and shall contain such information, as may be required by the Architectural Review Committee, but in any event shall include (i) a site development plan of the Lot showing the nature, grading scheme, kind, shape, materials and location with respect to the particular Lot (including proposed front, rear and side set-back lines) of all Structures, the location thereof with reference to Structures on adjoining portions of the Property, and the number and location of all parking spaces and driveways on the Lot; (ii) a landscaping plan for the particular Lot, (iii) a signing and lighting plan; (iv) a building elevation plan showing dimensions, materials and exterior color scheme; and (v) samples of all exterior materials and colors.

5.5. Disapproval.

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

- (a) failure to comply with any of these Business Park Restrictions;
- (b) failure to include information in such plans and specifications as may have been reasonably requested by the Architectural Review Committee;
- (c) objection to the exterior design, appearance or materials of any proposed Structure;
- (d) objection on the ground of incompatibility of any proposed Structure with existing Structures upon other Lots or other properties in the vicinity;
- (e) objection to the location of any proposed Structure upon any Lot or with reference to other Lots in the vicinity;
- (f) objection to the grading plan for any Lot;

- (g) objection to the color scheme, finish, proportions, style of architecture, height, bulk or appropriateness of any Structure;
- (h) objection to the number or size of parking spaces, vehicular circulation patterns or to the design or location of parking areas proposed for any Lot;
- (i) objection to the landscaping and/or signing and lighting plan for any Lot; and
- (j) any other matter which, in the judgment of the Architectural Review Committee, would render the proposed Structure or Structures or use inharmonious with the general plan of improvement of the Property or with Structures located upon other Lots or other properties in the vicinity.

In any case where the Architectural Review Committee shall disapprove any plans and specifications submitted hereunder or shall approve the same only as modified or upon specified conditions, such disapproval or qualified approval shall be accompanied by a statement on the grounds upon which such action was based. In any such case, the Architectural Review Committee, shall, if requested, make reasonable efforts to assist and advise the applicant in order that an acceptable proposal can be prepared and submitted for approval.

5.6. Approval.

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

5.7. Rules and Regulations; Time for Approval.

The Architectural Review Committee shall promulgate rules governing the form and content of plans and specifications to be submitted for approval; may adopt and issue specific site criteria for various Lots, and may issue, from time to time, statements of policy design and development guidelines with respect to approval or disapproval of the architectural styles or details, or other matters, which may be presented for approval. Such rules, site planning, design and development criteria and such statements of policy shall, upon issuance by the

Architectural Review Committee, be deemed incorporated herein and may be amended or revoked by the Architectural Review Committee at any time, and no inclusion in, omission from or amendment of any such rule, site criteria or statement shall be deemed to bind the Architectural Review Committee to approve or disapprove any feature or matter subject to approval, or to waive the exercise of the Architectural Review Committee's discretion as to any such matter. Approval for use on any Lot of any plans or specifications shall not be deemed a waiver of the Architectural Review Committee's right, in its discretion, to disapprove such plans or specifications or any of the features or elements included therein if such plans, specifications, features or elements are subsequently submitted for use on any other Lot or Lots. Approval of any such plans and specifications relating to any Lot, however, shall be final as to that Lot and such approval may not be revoked or rescinded thereafter, providing (i) the Structures shown or described on or in such plans and specifications do not violate any specific prohibitions contained in the Restrictions and (ii) that the plans and specifications, as approved, and any conditions attached to any such approval, have been adhered to and complied with in regard to all Structures on the Lot in question.

In the event that the Architectural Review Committee fails to approve or disapprove any plans and specifications as herein provided within sixty (60) days after submission thereof, the same shall be deemed to have been approved, as submitted, and no further action shall be required to evidence such approval. Provided, however, such approval shall apply only as to the plans and specifications submitted, and in the event the plans submitted were for the purpose of schematic or preliminary approval, such approval shall not relieve the Owner from its obligation to obtain the approval of the Architectural Review Committee for any subsequent plan submissions required pursuant to the rules and regulations promulgated by the Architectural Review Committee.

5.8. Construction Without Approval.

If any Structure shall be altered, erected, placed or maintained upon any Lot otherwise than in accordance with the approval by the Architectural Review Committee pursuant to the provisions of this Article V, such alteration, erection, or maintenance shall be deemed to have been undertaken in violation of this Article V and without the approval required herein, and, upon written notice from the Architectural Review Committee, any such Structure so altered, erected, placed or maintained upon any Lot in violation hereof shall be removed or realtered so as to extinguish such violation.

If fifteen (15) days after the written notice of such violation, said notice to be given by certified mail, the Owner of the Lot upon which such violation exists shall not have taken

reasonable steps toward the removal or termination of the same, Grantor, or its successors or assigns, or the Architectural Review Committee shall have the right, through its agents and employees, to enter upon such Lot, subject to any security controls imposed by the government of the United States (or any agency thereof) with respect to any operation being conducted thereon, and to take such steps as may be necessary to extinguish such violation. Grantor, or its successors or assigns, or the Architectural Review Committee, or any such agent, shall not thereby be deemed to have trespassed upon such Lot and shall be subject to no liability to the Owner or occupant of such Lot for such entry and any action taken in connection with the removal of any violation. The cost of any abatement or removal hereunder shall be a binding, personal obligation of such Owner as well as a lien (enforceable in the same manner as a mortgage) upon the Lot in question. The lien provided in this Section 5.8 shall not be valid as against a bona fide purchaser (or bona fide mortgagee) of the Lot in question unless a suit to enforce said lien shall have been filed in a court of record in Howard County prior to the recordation among the Land Records of Howard County of the deed (or mortgage) conveying the Lot in question to such purchaser (or subjecting the same to such mortgage).

5.9. Certificate of Compliance.

Each Owner of a Lot within the Property shall complete the construction or alteration of any Structure in accordance with those plans and specifications for same approved by the Architectural Review Committee and shall obtain a Certificate of Compliance (as described herein) for such Structure not later than one hundred eighty (180) days after substantial completion of the Structure. Failure to obtain such a Certificate of Compliance shall be deemed a violation of these Restrictions. Upon completion of the construction or alteration of any Structure, in accordance with plans and specifications approved by the Architectural Review Committee, the Architectural Review Committee shall, upon written request of the Owner or any Mortgagee thereof, issue a Certificate of Compliance, in form suitable for recordation, identifying such Structure and the Lot on which such Structure is placed, and stating that the plans and specifications, and location of such Structure has been approved and that such Structure complies therewith. Preparation and recording of such certificate shall be at the expense of such Owner or Mortgagee. Any Certificate of Compliance issued in accordance with the provisions of this Section 5.9 shall be prima facie evidence of the facts therein stated, and as to any purchaser or encumbrancer in good faith and for value, or as to any title insurer, such certificate shall be conclusive evidence that the Structure on the Lot complies with all the requirements of this Article V and with all other requirements of this Declaration as to which the Architectural Review Committee exercises any discretionary or interpretive powers.

5.10. Fees.

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

5.11. Inspection.

Any agent of Grantor, or its successors or assigns, or the Architectural Review Committee may at any reasonable time or times enter upon and inspect any Lot and any improvements thereon for the purpose of ascertaining whether the maintenance of such Lot and the maintenance, construction, or alteration of Structures thereon and the use or uses conducted thereon are in compliance with the provisions hereof; and neither Grantor, or its successors or assigns, nor the Architectural Review Committee nor any such agent shall be deemed to have committed a trespass or other wrongful act by reason of such entry inspection. The right of inspection granted herein shall be subject to (i) any security requirements of the United States Government with respect to any Lot or any Structures, and (ii) to any regulations imposed on public utility companies.

5.12. Temporary Structures.

No temporary Structure shall be installed or maintained on any Lot without the specific written approval of the Architectural Review Committee. All applications for approval of any temporary Structure shall include and shall contain a specific date prior to which such temporary Structure will be dismantled and removed from the Lot in question.

5.13. Liability.

Neither Grantor, or its successors or assigns, the Architectural Review Committee or any member thereof or any agent of Grantor or of the Architectural Review Committee shall be liable for any damage, loss or prejudice suffered or claimed by any applicant or any third party on account of (a) any defects in plans or specifications submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications; (b) the approval or disapproval of any plans, drawings and specifications, whether or not defective; (c) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications; and (d) the development of any property within the Business Park.

5.14. Variances.

The Architectural Review Committee is hereby authorized and empowered to grant reasonable variances from the provisions of this Declaration, or any portion hereof, in order to overcome practical difficulties and to prevent unnecessary hardship in the application of the provisions contained herein. No variance granted pursuant to the authority granted herein shall constitute a waiver of any provisions of this Declaration as applied to any other person or property.

ARTICLE VI

SETBACK AREAS6.1. Setbacks Designated.

Front, side and rear setback areas for each Lot shall be as designated in plans for each Lot which have been submitted and approved in the manner set forth in Article V hereof, provided, that, in no event, shall such setback areas so designated be of less size than required by any applicable zoning regulations or any map, plat or plan approved by the appropriate municipal authority pursuant to any such zoning regulations. Without the express written authority of the Architectural Review Committee, no Structure (nor any portion of any Structure) shall be permitted within any front setback area or within any side setback area adjacent to any street.

ARTICLE VII

EASEMENTS7.1. Easements.

Non-exclusive easements and rights-of-way are hereby expressly reserved to Grantor, its successors and assigns, in, on, over and under the Easement Area, as hereinafter defined, of each Lot, for the following purposes:

- (a) For the erection, installation, construction and maintenance of (i) underground wires, lines and conduits and the necessary or proper attachments in connection with the transmission of electricity, telephone, community antenna television cables and other utilities and other similar facilities and (ii) storm-water drains, land drains, public and private sewers, pipe lines for supplying gas, water and heat, and for any other

public or quasi-public utility facility,
or functions; and

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

Grantor, and its respective agents, successors and assigns, shall have the right to enter upon all parts of the Easement Area of each Lot for any of the purposes for which said easements and rights-of-way are reserved. Grantor may, on its own initiative or at the request of the Owner of a Lot, release its rights as hereunder reserved as to all or any portion of the Easement Area within a Lot. Such release shall be accomplished by recordation of appropriate documentation among the Land Records of Howard County, Maryland.

7.2. Easement Area.

Easement Area, as used herein, shall mean and refer to
(i) those areas on each Lot with respect to which easements may be shown on the recorded subdivision plat relating thereto and
(ii) that strip of land within the lot lines of each Lot twenty (20) feet in width in the front and rear of the Lot and ten (10) feet in width on each side, said distances being measured in each case from the lot line toward the center of the Lot.

ARTICLE VIII

GRADING

8.1. Right to Grade.

Grantor, or its successors and assigns, may at any time make such cuts and fills upon any Lot or other part of the Property and do such grading and moving of earth as, in its sole judgment, may be necessary to improve or maintain the streets in or adjacent to the Property and to drain surface waters therefrom and may assign such rights to Howard County or to any municipal or public authority; provided, however, that, after the principal Structure upon a Lot shall have been completed in accordance with the plans and specifications approved by the Architectural Review Committee, as provided in Article V hereof, the rights of Grantor, or its successors and assigns, under this Section 8.1, shall terminate with respect to all parts of each Lot other than the Easement Area thereof, except that Grantor or any such municipal or public authority shall thereafter have the right to maintain existing streets and drainage structures.

ARTICLE IX

CONSTRUCTION OF THESE RESTRICTIONS

9.1. Conflict or Ambiguity; Construction by Grantor.

If any discrepancy, conflict or ambiguity is found to exist with regard to any matter set forth in the Restrictions, such ambiguity, conflict or discrepancy shall be resolved and determined by Grantor, or its successors and assigns, in its sole and reasonable discretion. Grantor, or its successors or assigns, shall have the right to make reasonable interpretation of the provisions of this Declaration and, in the absence of an adjudication by a court of competent jurisdiction to the contrary, its construction or interpretation shall be final and binding as to all persons or property benefited or bound by the provisions hereof. Any conflict between any construction or interpretation of Grantor, or its successors or assigns, and that of any other person or entity entitled to enforce any of the provisions hereof shall be resolved in favor of the construction or interpretation of Grantor, or its successors or assigns.

Grantor, or its successors and assigns, and the Architectural Review Committee, to the extent specifically provided herein, may adopt reasonable rules and regulations regarding the administration, interpretation and enforcement of the provisions of this Declaration. In so adopting such rules and regulations, and in making any finding, determination, ruling or order or in carrying out any directive contained herein relating to the issuance of permits, authorizations, approvals, rules or regulations, Grantor and the Architectural Review Committee shall take into consideration the best interest of the Owners and of the Property to the end that the Property shall be preserved and maintained as a first class corporate center.

9.2. Validity of Declaration.

The determination by a court of competent jurisdiction that any provision of this Declaration is unlawful, void or unenforceable, in whole or in part, shall not affect the validity of any other provision hereof; and such determination that any provision hereof is inapplicable or unenforceable as to any particular Lot or Lots shall not affect the applicability or enforceability of said provision or any other provision hereof to any other Lot or Lots.

9.3. Waiver of Reversionary Right.

These Restrictions shall not be construed as conditions subsequent or creating a possibility of reverter and no provision hereof shall be deemed to vest in the Grantor or any other persons any reversionary interest with respect to any Lot. Any such reversionary right is hereby expressly waived by the Grantor.

9.4. Effect of Headings.

The headings of the Articles and Sections herein are for convenience only and shall not affect the meanings or interpretation of the contents thereof.

9.5. Conflict with Applicable Laws.

These Restrictions shall not be taken as permitting any action or thing prohibited by the applicable zoning laws, or any laws, ordinances or regulations of any governmental authority, or by specific restrictions imposed by any deed. In the event of any conflict, the most restrictive provision of same shall be taken to govern and control.

ARTICLE X

VIOLATION OF RESTRICTIONS; ENFORCEMENT

10.01. Legal Action upon Violation. In addition to the specific remedy available to Declarant provided by Section 5.06 above, violation of any of these Restrictions may be enjoined, abated, restrained or otherwise remedied by appropriate legal or equitable proceedings brought by Declarant or any Owner of any Parcel. Proceedings to restrain violation of these Restrictions may be brought at any time that such violation appears reasonably likely to occur in the future. If proceedings are brought by any party(s) to enforce or restrain violation of any of these Restrictions, or to determine the rights or duties of any Person hereunder, the prevailing party(s) in such proceedings may recover reasonable attorneys' fee and expenses to be fixed by the court, in addition to court costs and any other relief awarded by the court in such proceedings.

10.02. Failure to Enforce. The failure of any Person entitled to enforce any of these Restrictions to so enforce the same shall, in no event, be deemed a waiver of the right of any such Person to thereafter enforce these Restrictions.

10.03. Enforceability After Waiver. Waiver or attempted waiver of any of these Restrictions with respect to any Parcel shall not be deemed a waiver thereof as to any other Parcel, nor with respect to the Parcel in question in regard to

any subsequent violation, nor shall the violation of any of these Restrictions upon any Parcel affect the applicability or enforceability of these Restrictions with respect to any other Parcel.

ARTICLE XI

ASSIGNMENT OF RIGHTS AND DUTIES

11.1. Assignment Allowed.

Any and all of the rights, powers and reservations of Grantor herein contained may be assigned to any person, corporation or association or other legal entity which will assume the duties of Grantor pertaining to the particular rights, powers and reservations assigned, and upon any such person, corporation, entity or association's evidencing its consent in writing to accept such assignment and assume such duties, he or it shall, to the extent of such assignment, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by Grantor herein. The term Grantor as used herein includes all such assignees and their heirs, successors and assigns. If at any time Grantor ceases to exist and has not made such an assignment, a successor Grantor may be appointed by the written consent of the Owners of fifty-one percent (51%) of the property subject to this Declaration based on the total number of acres subject to this Declaration. Any assignment or appointment made under this Section shall be in recordable form and shall be recorded in Howard County, Maryland.

11.2. Owner's Association.

The Owner of every Lot shall become and remain a member of an owner's association which shall hereafter be formed by Grantor for the purpose of maintaining and preserving those lots and/or parcels of land designated as common (including public) elements of the Business Park or otherwise as open space areas or any other term applied to such similar areas pursuant to the requirements of the then applicable Howard County Zoning and Subdivision Regulations being hereinafter collectively referred to as "Common Areas" and any thing or device, including, without limitation, any facilities and equipment, available to and serving or otherwise benefiting the development and/or the operation of the Business Park. Such owner's association may be formed among the Owners of Lots in the Business Park when Grantor has conveyed approximately fifty percent (50%) of its interest in the Property comprising the Business Park. Any such association shall be cooperatively financed by its members on a prorated basis proportionate to the land area each shall own in the Business Park and any such association shall be non-profit, no part of its income inuring to the benefit of any private person. For the purposes of determining an Owner's proportionate share of the costs of the association, all Common Areas shall be excluded from the

determination of the total land area in the Business Park, and if the Grantor shall be the Owner of such Common Areas, Grantor shall not be obligated to make any financial contribution to the association as otherwise provided for under the terms of this Section 11.2.

It is the intention of Grantor to assign to such an association, at such time as it deems appropriate, in its sole discretion, all of its rights, powers, duties and reservations under this Declaration pursuant to the preceding Section; provided, however, the formation and operation of any such association shall not affect the rights of the Grantor and others as provided in the other Sections hereof to enforce any covenant, restriction or lien against any Lot on the Property until such rights, powers, duties and reservations under this Declaration are specifically assigned to such association by written instrument recorded among the Land Records of Howard County, Maryland.

ARTICLE XII

RESUBDIVISION OR COMBINATION OF PARCELS

12.1. Combination of Lots.

In the event two or more contiguous Lots are held in common ownership, such Lots shall for purposes of these Restrictions and particularly Section 7.2 herein, be treated as one entire Lot. Any severance of the ownership of such contiguous Lots shall thereafter be subject to the provisions of Section 12.2 hereof, unless and to the extent waived by the Architectural Review Committee.

12.2. Resubdivision of Lot.

No Lot shall be resubdivided without the written approval of the Architectural Review Committee. In the event that any such resubdivision is approved and a portion of a Lot or of two or more contiguous Lots is severed in ownership from the remainder of such Lot or contiguous Lots, such portion so severed and the remaining portion of such Lot or contiguous Lots shall each thereafter be treated for all purposes hereunder as individual Lots. No structure may be placed or altered on any such newly-formed Lot until plans and specifications as provided in Article V hereof shall have been approved in writing by the Architectural Review Committee, setbacks for such newly-formed Lots shall have been designated by the Architectural Review Committee, and a Certificate of Compliance approving the severance of such newly-formed Lots and designating such setbacks shall have been executed by the Architectural Review Committee in the manner provided in Article V hereof. The Architectural Review Committee may withhold such approval if, in its sole discretion, it determines that the size, shape or length of

street frontage of any such newly-formed Lots is not in keeping with the character of the improvement upon, and the areas and street frontage of other Lots in the Business Park, or if any of such newly-formed Lots is smaller in area than forty-three thousand five hundred sixty (43,560) square feet or has a street frontage of less than one hundred fifty (150) feet.

ARTICLE XIII

GOOD FAITH LENDERS CLAUSE

13.1. Good Faith Lenders Clause.

No violation of any of these Restrictions shall defeat or render invalid the lien of any mortgage made in good faith and for value upon any portion of the Property, nor shall any lien created hereunder be superior to any such mortgage unless a suit to enforce the same shall have been filed in a court of record in Howard County, Maryland, prior to the recordation among the Land Records of Howard County, Maryland, of such mortgage, provided, however, that any mortgagee in actual possession, or any purchaser at any trustees', mortgagees', or foreclosure sale shall be bound by and subject to these Restrictions as fully as any other Owner of any portion of the Property.

ARTICLE XIV

GRANTEE'S COVENANT

14.1. Grantee's Covenant.

Each grantee, lessee or other person in interest, accepting a Deed to any Lot, whether or not the same incorporates or refers to these Restrictions, covenants for himself, his heirs, successors and assigns to observe, perform and be bound by these Restrictions and to incorporate these Restrictions by reference in any Deed or other conveyance of all or any portion of his interest in any real property subject hereto.

IN WITNESS WHEREOF, Grantor has executed this Declaration the day and year first above written.

ATTEST:

Arianne Hale Monroe
Assistant Secretary

THE HOWARD RESEARCH AND
DEVELOPMENT LAND COMPANY

By Douglas H. Gregor
Vice President
Douglas H. Gregor, Vice President

LIBER 1863 FOLIO 461

DORSEY HALL BUSINESS PARK

Exhibit A to Declaration of
Covenants, Conditions and Restrictions

Description of Property

Parcel M being as shown on that Plat entitled
"Columbia, Village of Dorsey Hall, Section 2, Area 4, Parcels L
and M," which Plat is recorded among the Land Records of Howard
County, Maryland, as Plat No. 7327, and

Parcels N and O being as shown on that Plat entitled
"Dorsey Hall, Section 2, Area 5, Parcels N and O," which Plats
are recorded among the Land Records of Howard County, Maryland as
Plats 7853 through 7855.

DORSEY HALL BUSINESS PARK

Exhibit B to Declaration of
Covenants, Conditions and Restrictions

Land Uses Prohibited

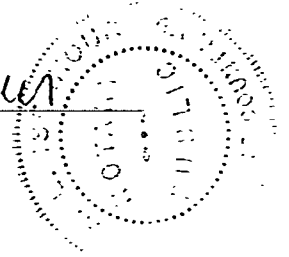
1. Full service laundry.
2. Taxidermy.
3. Mobile home and prefabricated home sales and rental.
4. The sales, repair or servicing of motor vehicles, construction equipment and farm equipment.
5. Sawmills.
6. Storage of school or recreational vehicles.
7. Truck terminals, moving and storage establishments.
8. Drive-in theatres.
9. Golf driving ranges.
10. Asphalt or asphalt products manufacture.
11. Automobile, truck, construction equipment or farm equipment assembly plants.
12. Coal storage.
13. Concrete batching.
14. Concrete products manufacture.
15. Excelsior manufacture.
16. Packing or processing of fish products, fruit or vegetables.
17. Foundries.
18. Glass manufacture; grain storage, milling and processing; kennels and animal hospitals (commercial and non-commercial); heavy machinery manufacture and repair; livestock slaughtering or preparation for packing; manufacturing of metal alloys or foils; and railroad manufacture and repair.

STATE OF MARYLAND)
) ss:
COUNTY OF HOWARD)

I HEREBY CERTIFY that on this 20th day of July, 1988, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Howard, personally appeared Douglas A. McGregor, Vice President of The Howard Research And Development Land Company, a corporation of the State of Maryland, and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such officer, and he acknowledges the same to be the act and deed of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and affix my Notarial Seal.

Lou L. Benbow
Notary Public



My commission expires: