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**DECLARATION OF EASEMENTS,  
COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR MERRY-GO-ROUND FARM**

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**List of Exhibits**

<b><u>Exhibit No.</u></b>	<b><u>Description of Exhibit</u></b>
Exhibit No. 1	Legal Description of the Pearson Parcel.
Exhibit No. 2	Legal Description of the Property as of the Date of this Declaration.
Exhibit No. 3	Legal Description of the Outer Area.
Exhibit No. 4	Legal Description of the Area to Contain Up to approximately 81 Lots.

**DECLARATION OF EASEMENTS,  
COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR MERRY-GO-ROUND FARM**

THIS DECLARATION is made this 26<sup>th</sup> day of March, 1993, by ELIZABETH ABELL, TRUSTEE OF THE TRUST CREATED UNDER ITEM SEVENTH OF THE WILL OF LUVIE MOORE PEARSON.

**RECITALS**

1. Declarant owns land in Montgomery County, Maryland, that Declarant intends to develop, as a subdivision known as Merry-Go-Round Farm. The Property is described legally in the attached Exhibit No. 2.

2. By this Declaration, Declarant intends to impose easements, covenants, conditions and restrictions concerning the use and development of the Property for the mutual benefit of Owners of subdivided lots within the Property and to provide a method by which the Owners may administer, maintain and preserve the Property.

3. Declarant has formed a Maryland non-profit membership corporation known as Merry-Go-Round Clusters Homeowners Association, Inc. The Association's purpose is to perform certain functions for the Owners of the Property. These functions include, without limitation: the enforcement of the easements, covenants, conditions and restrictions contained in this Declaration; management of Common Areas to be owned by the Association; and establishment, collection and disbursement of the Assessments imposed by this Declaration.

**EASEMENTS, COVENANTS,  
CONDITIONS AND RESTRICTIONS**

Declarant declares that the Property shall be held, sold and conveyed subject to the following easements, covenants, conditions and restrictions, which shall run with the land. This Declaration is binding on the Declarant, the Association, the Owners and their heirs, successors and assigns and shall be enforceable by the Declarant, the Association, the Owners and their heirs, successors and assigns.

**Article I**  
**Definitions**

Capitalized terms used in this Declaration shall have the following meanings:

1.1 **Abell Parcel** means that certain property more particularly described in that certain Deed dated July 28, 1988 and recorded July 29, 1988 at Liber 8390 folio 339, among the Land Records of Montgomery County, Maryland, as corrected by Confirmatory Deed dated December 12, 1988 and recorded on January 17, 1989 at Liber 8657 folio 522, and as further modified by a certain Quitclaim Deed dated January 10, 1989 and recorded January 17, 1989 at Liber 8657 folio 536 among the Land Records of Montgomery County, Maryland.

1.2 **Approval of the Members** means an approval obtained by a majority of the Votes cast at a duly called meeting of the Members at which a quorum is present.

1.3 **Architectural Committee** means the committee established in Section 7.1 below.

1.4 **Assessments** means all of the assessments described in Article V below.

1.5 **Associate** means:

(1) the record owner or owners of the fee simple title to any property contiguous to the area described on **Exhibit No. 4** attached hereto who: (a) applies to the Association to become an Associate, (b) receives Approval of the Members, which approval is in the Members' sole and absolute discretion and is subject to such conditions as the Members may impose, and (c) agrees in writing to assume the obligations and responsibilities of an Associate; and

(2) the record owner or owners of the fee simple title to the Abell Parcel or the Pearson Parcel provided that such owner or owners first agree in a writing, to assume the obligations and responsibilities of such an Associate as further provided under Article IV;

The term "Associate" does not include a mortgagee or other person holding a security interest in the Associate's property.

1.6 **Association** means Merry-Go-Round Clusters Homeowners Association, Inc., a Maryland corporation.

1.7 Board of Directors means the Association's Board of Directors.

1.8 Bylaws means the Association's Bylaws.

1.9 Commission means the Montgomery County Planning Board of The Maryland-National Capital Park and Planning Commission.

1.10 Common Areas means all parts of the Property except Lots. Common Areas, includes all roads and streets within the Property not dedicated to Montgomery County or the State of Maryland for public use.

1.11 Construction means actual erection of a Structure and its appurtenances, and any staking, clearing, excavation, filling, grading, or other site work, any landscaping, plantings or removal of plants, trees or shrubs, or any modifications, change or alteration of any previous construction, whether functional or decorative.

1.12 Declarant means Elizabeth Abell, Trustee of the Trust created under Item Seventh of the Will of Luvie Moore Pearson, and her successors in Trust. Declarant also includes any person, including any legal entity, to whom Declarant assigns, in whole or in part, any of the rights, privileges and powers that this Declaration reserves to Declarant.

1.13 Declarant's Deed of Trust means that certain Deed of Trust by and between the Declarant and Louis Pohoryles and Roberta B. Aronson, Trustees, dated of even date herewith and recorded or intended to be recorded among the Land Records of Montgomery County subsequent hereto.

1.14 Development Period means the period that begins on the date this Declaration is recorded in the Land Records of Montgomery County, Maryland and ends on the fifteenth (15th) anniversary of its recordation. However, if after the fifth (5th) anniversary of the recordation of this Declaration the Declarant exercises its rights and powers under Section 3.6 below to annex additional land to the Property, the Development Period, notwithstanding any prior expiration, shall be extended to the tenth (10th) anniversary of the last annexation of land.

1.15 Equestrian and Recreation Easement means the easement entitled "Easement for Equestrian and Other Recreational Purposes" granted by deed of even date herewith by the Estate of Luvie Moore Pearson to the Association and the Owners to use the open space and recreation areas within the Outer Area which are shown on the Preliminary Plan for recreational purposes. The Equestrian and Recreation Easement,

which is recorded or intended to be recorded among the Land Records of Montgomery County, Maryland contemporaneously with the recording of this Declaration, was contemplated by the Montgomery County Planning Board at the time of its approval of the Preliminary Plan. The open space areas within the Outer Area may be relocated, altered, modified or changed by the Grantor thereof only with the written approval of the Montgomery County Planning Board.

1.16 Guidelines means the Merry-Go-Round Farm Architectural and Landscape Design Guidelines, dated June 1988, as they may be amended from time to time in accordance with subsection 7.3.3 below.

1.17 Home Federal means Home Federal Savings Bank in its capacity as the Owner of Lots 28, 29, 30 or 31, and in the capacity as the Owner of any of Lots 18 through 27 and 32 through 40 should the same be reacquired by Home Federal Savings Bank through foreclosure of the Declarant's Deed of Trust or by deed in lieu of such foreclosure. Home Federal also includes any immediate successor Owner of any of Lots 18 through 27 and 32 through 40 who acquired all of Lots 18 through 27 and 32 through 40 directly from Home Federal.

1.18 Lot means any parcel within the Property designated as a residential lot on a subdivision plat of the Property.

1.19 Member means a member in the Association. Any Owner is a Member; no non-Owner may be a Member. There are two classes of membership, Class A and Class B, as provided below in Article IV. A Member who ceases to be an Owner shall automatically and simultaneously cease to be a Member.

1.19A Montgomery County Planning Board means the Montgomery County Planning Board and any successor agency.

1.20 Outer Area means the land described in Exhibit No. 3 which is incorporated herein by reference, as the same may be reduced in area as portions thereof are annexed to the Property in accordance with Section 3.6 of this Declaration.

1.21 Pearson Parcel means that certain property more particularly described on Exhibit No. 1 and incorporated herein by reference.

1.22 Owner means the record owner or owners of the fee simple title to any Lot or, if a Lot is subject to a reversion reserved in a lease redeemable pursuant to Title 8 of the Real Property Article, Annotated Code of Maryland, the owner of the leasehold interest, but excluding those having an

interest merely as security for the performance of an obligation.

1.23 Preliminary Plan means the Preliminary Plan of Subdivision (Plan No. 1-88068) of Merry-Go-Round Farm approved by the Montgomery County Planning Board on November 11, 1988, as the same may be amended or superceded from time to time with the approval of the Montgomery County Planning Board.

1.24 Property means: (1) all of the areas described on Exhibit No. 2 incorporated herein by reference; and (2) any additional land described in Exhibit No. 4 but only from and after the time when it is brought within the control of the Association and subjected to this Declaration pursuant to Section 3.6 below.

1.25 Protective Land Use Standards means the standards set forth in Section 7.6 below.

1.26 Recreational Facilities means the following facilities that may be located, in accordance with all regulatory approvals and laws, in the Common Areas: swimming pools, lakes, canoes, boats, tennis courts, handball courts, exercise rooms, squash courts, handball courts, equestrian rings, golf greens, golf driving ranges, equestrian and hiker trails, run-in-sheds, horse jumps and fences and any Structure designed for recreational purposes.

1.27 Structure means any improvement that would affect the appearance of any part of the Property. The term "Structure" includes, by way of illustration and not by way of limitation, any house, building, trailer, garage, porch, shed, greenhouse, bath house, coop or cage, covered or uncovered patio, tennis court, fountain, basketball court or hoop, swimming pool, clothesline, lawn ornamentation and figures, antennae (including radio or television antennae), fence, sign, curbing, paving, wall, roadway, walkway, exterior light, landscape, hedge, tree, shrubbery, planting, signboard or any temporary or permanent living quarters (including any house trailer) or any other temporary or permanent improvement made to any part of the Property. "Structure" also means (i) any excavation, fill, ditch, diversion dam or other thing or device which affects or alters the natural flow of surface waters from, upon or across the Property or which affects or alters the flow of any waters in any natural or artificial stream, wash or drainage channel from, upon or across the Property, and (ii) any change in the grade of the Property (or any part thereof) from that existing at the time of the first conveyance of a Lot to a Class A Member.

Article II  
Common Area Property Rights

2.1 Common Areas.

2.1.1 Contemporaneously with the recordation of this Declaration, the Common Areas shown on the Plats listed on Exhibit 2 (i.e., Parcels I, B, C, D, E, F, G and H as shown on the Plats) shall be conveyed to the Association in fee simple free and clear of the Declarant's Deed of Trust. As land within the Outer Area is annexed to the Property in accordance with Section 3.6 below, the parcels shown on the Site Plans therefore and designated as land which is to be deeded to the Homeowners Association shall be conveyed to the Association in fee simple and shall become additional Common Areas. The Common Areas in lands which are annexed to the Property in accordance with Section 3.6 below shall be in accordance with all regulatory approvals pertaining thereto including any preliminary plan, site plan or project plan, as amended and as approved by the Montgomery County Planning Board, and shall otherwise be in accordance with any site plan enforcement agreement relating to the Property.

2.1.2 As provided for in the Joinder in Declaration by the Owner of the Outer Area which appears on page 41 of this Declaration, to the extent that on the Outside Date (hereinafter defined) any open space and recreation areas (but not the lots) located in the Outer Area which are shown on the Preliminary Plan, have not previously been conveyed to the Association, then promptly thereafter upon the written request of the Montgomery County Planning Board such owner shall convey fee simple title to the same to the Association. As used herein the term "Outside Date" means the earlier of (i) with respect to open space and recreation areas within a phase of the Outer Area the dates, if any, stated for such conveyances in a phasing schedule with respect to the development of the Outer Area which phasing schedule forms a part of a Site Plan Enforcement Agreement for the property shown on the Preliminary Plan as such dates may be extended from time to time by the Montgomery County Planning Board or (ii) November 11, 2000 or such later date as may be approved from time to time by the Montgomery County Planning Board. To the extent an open space and recreation area is required to be conveyed pursuant to this subsection 2.1.2 which is not at the time of its required conveyance, the subject of an approved Site Plan, the land which is to be conveyed to the Association shall consist of the open space and recreation area (but not the lots) within such phase which is shown on the Preliminary Plan. The legal description of the open space and recreation area which shall be used in the deed conveying the same to the Association shall be prepared at the expense of the Association by an engineer selected by the then owner of the open space and

recreation area to be conveyed. The legal description shall be subject to the approval of the Montgomery County Planning Board.

2.1.3 The Common Areas shall be subject to the following easements, reservations, rights and obligations:

2.1.3.1 Easements of record.

2.1.3.2 Easements of Owners established under Section 2.2 below.

2.1.3.3 Rights and powers reserved to Declarant under Article III below.

2.2 Easements. Each Owner shall have a non-exclusive easement to use the Common Areas. This easement includes: a right of ingress and egress over roads in the Common Areas; a right to receive telephone, electrical, television cable, natural gas and public water and sewer service through the Common Areas; a right to use the storm water and other drainage facilities constructed in the Common Areas; and a right to use the Recreational Facilities. However, these easements are subject to the powers of the Association and the rights reserved to Declarant in this Declaration. Each Owner shall likewise be entitled to the benefits of the Equestrian and Recreation Easement.

2.3 Recreational Facilities. The Association may charge reasonable and uniform admissions and other fees in addition to any and all Assessments for the use of any Recreational Facilities and may suspend an Owner's right to use the Recreational Facilities during any period in which any Assessments against his Lot and/or any admissions or other fees remains unpaid. Any and all Recreational Facilities shall be constructed and operated in compliance with all applicable laws.

2.3A Use of Equestrian Facilities. The Association may hire third parties (including the Declarant) to maintain and operate the Equestrian Facilities (i.e., equestrian trails, designated pasturing areas, and stables) upon such reasonable terms and conditions as are customary and proper according to industry standards. The Board of Directors of the Association must promulgate a binding statement of operations and establish rules, regulations, limitations and procedures, all of which are subject to the approval of the Montgomery County Planning Board or its designee, that deal with, among other things, the size, use, and operations of the Equestrian Facilities. If the Board of Directors determine that the Equestrian Facilities are not being fully used by the Owners, the Board of Directors may promulgate rules and regulations that authorize such reasonable number of guests of an Owner to make use of the Equestrian

Facilities, provided that an authorized guest's right to utilize the Equestrian Facilities shall at all times remain subordinate to the right of an Owner desiring to use these facilities, the facilities being intended for the primary use of the Owners. The Equestrian Facility is not to be operated as a business for profit and the Association's authority to allow guest usage is for the incidental purpose of helping to defray the costs of maintaining the Equestrian Facilities during the periods they are underutilized by Owners. Such rules and regulations shall set reasonable fees for using the Equestrian Facilities that must be at least the amount of such fees charged to the Owners for using the Equestrian Facilities. The Association shall prepare and transmit an annual report to the Planning Board that verifies compliance with the approved statement of operations in such form and containing such information as may be required by the Planning Board.

**2.4 Association May Dedicate Common Areas and Grant Easements.** Subject to the rights reserved to the Declarant under Article III, the Association shall have the power to dedicate or transfer all or any part of the Common Areas to any public agency or authority or utility for public purposes and to grant easements over the Common Areas for local utility service to any Lot or to any part of the Common Areas. However, no such dedication or transfer shall be effective unless approved in writing by Members holding at least two-thirds (2/3) of the total Votes held by all Members and approved by the Commission as provided in Article XI of this Declaration. The power granted to the Association under this Section 2.4 is not in derogation of the easements granted to Owners under Section 2.2 or the rights reserved to the Declarant under Article III.

**2.5 Delegation of Use.** Any Owner or Associate may delegate his right to use of the Common Areas to the following persons if they reside on his Lot or property: family members; tenants; or contract purchasers. Such delegation may be made only in accordance with the Bylaws of the Association and any delegates shall be bound by Section 2.9 herein.

**2.6 Structure.** No Structure shall be erected, placed or maintained in the Common Areas except: (i) existing Structures; (ii) any Structure designed exclusively for the common use of Owners including, but not limited to, benches, chairs or other seating facilities, fences and walls, walkways, roadways, gatehouse, cable television system equipment and the Recreational Facilities; (iii) barns, sheds, maintenance buildings, and housing for managerial and maintenance personnel and their families; (iv) drainage, storm and utility systems; (v) roads, sidewalks, street lights, utility lines and systems,