EXHIBIT B-2

BY-LAWS

OF

BAYBERRY OF ST. MARY'S ASSOCIATION, INC.

LIBER 601 PAGE 01

1:33PM12/29/88E RECORD $50.00

ARTICLE I

NAME AND LOCATION: The name of the Corporation is BAYBERRY OF ST. MARY'S ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the Corporation shall be located at: 1057 St. Ignatius Drive, Suite 107, Waldorf, Maryland 20601, but meetings of members and Directors may be held at such places within the State of Maryland as may designated by the Board of Directors.

ARTICLE II

DEFINITIONS

SECTION 1. "Association" shall mean and refer to BAYBERRY OF ST. MARY'S ASSOCIATION, INC., its successors and assigns.

SECTION 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

SECTION 3. "Common Area" shall mean all real property (including the improvements thereto), owned by the Association for the common use and enjoyment of the Owners, including the area marked "Open Space" containing 17,695.99 square feet of land, but excluding the Reserved Area shown on the subdivision

plat.

SECTION 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties with the exception of the Common Area and the Reserved Area. The term shall include a condominium living unit where such may occur.

SECTION 5. "Reserved Area" shall mean and refer to that parcel containing 16,766.75 square feet of land which abuts Lots 27 and 28 of BAYBERRY SUBDIVISION as per the recorded plat. Said Reserved Area shall not be considered as a Lot for purposes herein.

SECTION 6. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

SECTION 7. "Declarant" shall mean and refer to T T & M PARTNERSHIP, a Maryland General Partnership, its successors and assigns if such successors or assigns shall acquire more than one undeveloped Lot from the Declarant for the purpose of development.

SECTION 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions and any Supplementary Declaration of Covenants, Conditions and Restrictions, applicable to the properties recorded in the Land Records of St. Mary's County, Maryland.

SECTION 8. "Member" shall mean and refer to those

persons entitled to membership as provided in the Declaration.

ARTICLE III

MEETING OF MEMBERS

SECTION 1. ANNUAL MEETINGS. The first annual meeting of the members shall be held within one (1) year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of seven o'clock p.m. (7:00 p.m.). If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

SECTION 2. SPECIAL MEETINGS. Special meetings of the members may be called at any time by the President or by the Board of Directors, or upon written request of the members who are entitled to vote twenty-five percent (25%) of all of the votes of the Class "A" membership.

SECTION 3. NOTICE OF MEETINGS. Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the

case of a special meeting, the purpose of the meeting.

SECTION 4. QUORUM. The presence at the meeting of members entitled to cast, or of proxies entitle to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

SECTION 5. PROXIES. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

SECTION 6. VOTING. At any meeting of the members of the Association, each Class "A" member present, either in person or by proxy, shall have the right to cast one vote for each Class "A" membership of which he appears the owner on the books of the Association and never more than one vote for the membership. The Class "B" membership shall have the right to cast three (3) votes for each Class "B" membership of which it appears the owner on the books of the Association and never more than three (3) votes. The vote of the majority of those present, either in person or by proxy, shall decide any question brought before the meeting,

unless the question is one upon which a different vote is required by express provision or of any applicable law of the State of Maryland or of the Articles of Incorporation or of these By-Laws or of the Declaration of Covenants, Conditions and Restrictions.

SECTION 7. SUSPENSION OF VOTING PRIVILEGES. No member shall be eligible to vote or to be elected to the Board of Directors who is shown on the books of the Association to be more than thirty (30) days delinquent in the payment of any assessments due to the Association.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE:

SECTION 1. NUMBER. The affairs of this Association shall be managed by a Board of five (5) Directors.

SECTION 2. TERM OF OFFICE. At the first annual meeting the members shall elect two (2) Directors for a term of one (1) year, two (2) Directors for a term of two (2) years and one (1) Director for a term of three (3) years. At the expiration of the initial term of office of each respective Director, his successor shall be elected to serve a term of three (3) years. The Directors shall hold office until their successors have been elected and hold their first meeting.

SECTION 3. REMOVAL. Any Director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a Director, his successor shall be selected by the

remaining members of the Board and shall serve for the unexpired term of his predecessor.

SECTION 4. COMPENSATION. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

SECTION 5. ACTION TAKEN WITHOUT A MEETING. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

SECTION 1. NOMINATION. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the Annual Meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each Annual Meeting of the members, to serve from the close of such Annual Meeting until the close of the next Annual Meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.

Such nominations may be made from among members, including officers and employees of a corporation or a partner in a partnership having an ownership interest in a Lot.

SECTION 2. ELECTION. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

MEETINGS OF DIRECTORS

SECTION 1. REGULAR MEETINGS. Regular meeting of the Board of Directors shall be held periodically as may be determined by the Board, without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

SECTION 2. SPECIAL MEETINGS. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two (2) Directors, after not less than three (3) days notice to each Director. However, attendance by a Director at any such special meeting shall constitute a waiver of notice.

SECTION 3. QUORUM. A majority of the number of

Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

SECTION 4. ACTION WITHOUT MEETING. Any action by the Board of Directors required or permitted to be taken at any meeting may be taken without a meeting if all the members of the Board shall individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board.

SECTION 5. OPEN MEETINGS. Subject to the provisions of Section 6 below, all meetings of he Homeowners Association, including meetings of the Board of Directors or other governing body of the Homeowners Association or a committee of the Homeowners Association, shall be open to all members of the Homeowners Association or their agents.

SECTION 6. CLOSED MEETINGS. A meeting of the Board of Directors or other governing body of the Homeowners Association or a committee of the Homeowners Association may be held in closed session only for the following purposes:

(A) Discussion of matter pertaining to employees and personnel;

(B) Protection of the privacy or reputation of individuals in matters not related to the Homeowners Association's business;

(C) Consultation with legal counsel;

(D) Consultation with staff personnel, consultants, attorneys, or other persons in connection with pending or potential litigation;

(E) Investigative proceedings concerning possible or actual criminal misconduct;

(F) Consideration of the terms or conditions of a business transaction in the negotiation stage if the disclosure could adversely affect the economic interests in the Homeowners Association;

(G) Compliance with a specific constitutional, statutory, or judicially imposed requirement protecting particular proceedings or matters from public disclosure; or

(H) On an individually recorded affirmative vote of two-thirds (2/3) of the board of committee members present, some other exceptional reason so compelling as to override the general public policy in favor of open meetings; and

If a meeting is held in closed session under this Section:

(i) An action may not be taken and a matter may not be discussed if it is not permitted by this Section; and

(ii) A statement of the time, place, and plurpose of a closed meeting, the record of the vote of each board or committee member by which the meeting was closed, and the authority under this Section for closing a meeting shall be included in the minutes of the next meeting of the Board of Directors or the committee of the Homeowners Association.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

SECTION 1. POWERS. The Board of Directors shall have the power to:

(A) Adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(B) Suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

(C) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

(D) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors;

(E) Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties;

(F) Call a special meeting of the members whenever it deems the same to be necessary and whenever requested in writing so to do by at least twenty-five percent (25%) of the Class "A" membership;

(G) Elect and remove at pleasure all officers of the Association, reimburse them for expenses incurred in the performance of their duties, and require of them such security or fidelity bond as it may deem necessary or expedient;

(H) Engage and remove at pleasure all agents and employees of the Association upon such terms as the Board of Directors may determine;

(I) Establish, levy and collect the assessments referred to in Section 2(C) of this Article VII of these By-Laws.

SECTION 2. DUTIES. It shall be the duty of the Board of Directors to:

(A) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting where such statement is required in writing by twenty-five percent (25%) of the Class "A" members who are entitled to vote;

(B) Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(C) As more fully provided in the Declaration, to:

(i) Fix the amount of the annual assessment

against each Lot at least thirty (30) days in advance of each annual assessment period;

(ii) Send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(iii) Foreclose the lien against any property for which assessments are not paid within thirty (30) days after the due date or to bring an action at law against the owner personally obligated to pay the same.

(D) Issue, or to cause an appropriate office to issue, upon demand by any person, a certificate setting forth whether or any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(E) Procure and maintain adequate liability and hazard insurance on property owned by the Association;

(F) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(G) Cause the Common Area to be maintained;

(H) Cause the owners to maintain the exterior of the dwellings in accordance with the Declaration and to otherwise enforce its provisions.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

SECTION 1. ENUMERATION OF OFFICERS. The officers of

this Association shall be a President and Vice-President, who shall at all times be members of the Board of Directors, a Secretary, and a Tresurer, and such other officers as the Board may from time to time by resolution create.

SECTION 2. ELECTION OF OFFICERS. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

SECTION 3. TERM. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

SECTION 4. SPECIAL APPOINTMENTS. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time determine, but for no longer than one (1) year without reappointment.

SECTION 5. RESIGNATION AND REMOVAL. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

SECTION 6. VACANCIES. A vacancy in any office may be

filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the office he replaces.

SECTION 7. MULTIPLE OFFICERS. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

SECTION 8. DUTIES. The duties of the officers are as follows:

President

(A) The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds, contracts, notes, and other written instruments and shall have all the general powers and duties which are usually vested in the office of President of a corporation.

Vice President

(B) The Vice President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall execise and discharge such other duties as may be required of him by the Board.

Secretary

(C) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the Corporate seal of the Association and affix it

on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

(D) The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as are directed from time to time by resolution of the Board of Directors, provided, however, that a resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business; shall sign all checks and drafts of the Association; keep proper books of account; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at this regualar annual meeting, and deliver a copy of each to the members. Funds must only be deposited in a federally insured financial institution.

ARTICLE IX

COMMITTEES

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purposes.

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ARTICLE X

BOOKS AND RECORDS

Subject to the provisions of the Maryland Homeowners Association Act, the books, records and papers of the Association shall at all times, upon notice, during reasonable business hours, be subject to inspection by any member, mortgagee, agent or attorney. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

Books and records kept by or on behalf of a Homeowners Association may be withheld from public inspection to the extent that they concern:

(i) Personnel records;

(ii) An individual's medical records;

(iii) Records relating to business transactions that are currently in negotiation; or

(iv) The written advice of legal counsel.

The Homeowners Association may impose a reasonable charge upon a person desiring to review or copy the books and records.

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the

property against which the assessment is made upon compliance by the Association with the applicable law related to the establishment and enforcement of such liens. 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 determined by the Board of Directors but not less than ten percent (10%) per annum, and the Association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No 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.

ARTICLE XII

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: BAYBERRY OF ST. MARY'S ASSOCIATION, INC. - Corporate Seal - Maryland 1987.

Corporate Seal

ARTICLE XIII

AMENDMENTS

SECTION 1. These By-Laws may be amended, at a regular

or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy, except that the Federal Housing Administration and/or the Veterans Administration shall have the right to veto amendments while there is Class "B" membership.

SECTION 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XIV

MISCELLANEOUS

SECTION 1. FISCAL YEAR. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of Incorporation.

SECTION 2. AUDIT. At the close of each fiscal year the books and records of the Association shall be reviewed by a Certified Public Accountant or other person acceptable to the Board of Directors, whose report will be prepared and certified in accordance with the requirements of the Board. Based upon such report, the Association shall furnish its members with an annual financial statement including the income and disbursements of the Association.

SECTION 3. INDEMNIFICATION OF OFFICERS AND DIRECTORS. Each officer and director of the Association in consideration of his services as such, shall be indemnified by the Association to

the extent permitted by law against expenses and liabilities reasonably incurred by him in connection with the defense of any action, suit, or proceeding, civil or criminal, to which he may be a party by reason of being or having been a director or officer of the Association. The foregoing right of indemnification shall not be exclusive of any other rights to which the director or officer or person may be entitled by law, or agreement, or vote of the members, or otherwise.

IN WITNESS WHEREOF, We, being all the Directors of the BAYBERRY OF ST. MARY'S ASSOCIATION, INC., have hereunto set our hands and this 21 day of July, 1983.

(SEAL)
MICHAEL O'BRIEN

(SEAL)
THOMAS HALMON

(SEAL)
TRONG NUYEN

CERTIFICATION

I, the undersigned, do hereby certify:

THAT, I am the duly elected and acting Secretary of the BAYBERRY OF ST. MARY'S ASSOCIATION, INC., a Maryland Corporation; and

THAT the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 1 day of August, 1988.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 2 day of August, 1988.

Barbara B. Murphy
Secretary
BARBARA B. MURPHY

BAYBERRY OF ST. MARY'S ASSOCIATION, INC.

ARCHITECTURAL REVIEW PROCEDURES AND REGULATIONS

ARTICLES I

PURPOSE AND ORGANIZATION

SECTION 1. PURPOSE. The Architectural control procedures and regulations included here are intended to encourage an attractive, convenient, and functional development of BAYBERRY SUBDIVISION in order to preserve and enhance values and to maintain a harmonious relationship among structures and the natural vegetation and topography.

SECTION 2. THE ARCHITECTURAL CONTROL COMMITTEE. There is hereby created a BAYBERRY OF ST. MARY'S ASSOCIATION, INC. ARCHITECTURAL CONTROL COMMITTEE. The Committee shall be composed of three or more members appointed initially by the Class "B" Membership and upon expiration of the Class "B" Membership, by the Board of Directors of BAYBERRY OF ST. MARY'S ASSOCIATION, INC. The Committee shall serve for a term of two (2) years. The Committee or members of the Committee appointed by the Board of Directors shall serve at the pleasure of the Board of Directors. The Architectural Control Committee shall regulate the external design, appearance, location, and maintenance of properties and improvements thereon.

SECTION 3. POWERS. Except by the Declarant, no building, fence, wall, or other structure shall be commenced, erected, or maintained, nor shall any addition, change, or alteration to existing structures thereto be made until plans

showing the nature, kind, shape, height, materials, and location of such structure shall have been submitted to and approved in writing by the Architectural Control Committee. Construction of such structure or alteration shall be undertaken only in accordance with plans approved in writing by the Committee. The Declarant shall not be subject to the powers of the Architectural Control Committee as set forth herein.

ARTICLE II

ARCHITECTURAL REGULATIONS

SECTION 1. HEIGHT AND BULK. The height and general bulk of new structures and of additions to existing structures shall be similar to those of existing structures in the vicinity.

SECTION 2. COLOR. Exterior surfaces of all structures shall not be of discordant or garish colors and color uniformity of all units shall be maintained. No change in color will be permitted so long as Declarant owns any units in the development.

SECTION 3. ACCESSORY BUILDINGS. Accessory buildings shall be erected only in rear yards. Such buildings shall be of the same surface materials, styles and colors as the principal building on the lot or of storage sheds erected on the lots by Declarant, all colors to be approved by the Architectural Control Committee.

SECTION 4. STRUCTURES IN FRONT YARDS. No out-buildings shall be permitted in front yards.

SECTION 5. RADIO AND TELEVISION ANTENNAS. Exterior radio and television antennas and satellite dishes are not per-

mitted.

SECTION 6. OIL/STORAGE TANKS. No oil tank or other storage tanks are permitted on any lot unless the tank is underground or inside a dwelling or approved outbuilding.

SECTION 7. SOLAR PANELS. When placed in front or on side of building, these must be alike in type, size and placement, with no observable plumbing or pipes.

SECTION 8. SIGNS/BILLBOARDS. No signs or billboards shall be permitted on any lot except a sign of reasonable size advertising the property for sale or for rent.

SECTION 9. ANIMALS. No animals shall be kept on the premises except commonly accepted household pets.

ARTICLE III

CONVENIENT REGULATIONS

SECTION 1. COMMERCIAL VEHICLES. No commercial vehicles larger than three-quarter (3/4) ton shall be parked in any one parking space longer than forty-eight (48) hours. There shall be no soliciting of services from a vehicle.

SECTION 2. STORAGE OF VEHICLES, TRAILERS, BOATS EQUIPMENT AND UNTAGGED VEHICLES. No recreational vehicle, mobile home, trailer, boat and recreational equipment, etc., shall be parked longer than twenty-four (24) hours at any one time. The said recreational vehicle shall not be any larger than can be aqcommodated by an average-size parking space. The said vehicles shall not be occupied while in the parking space. No unregistered motor vehicles, machinery or scrap material may be

stored on the lots, and no extensive repairs or dismantling of any vehicles or machinery shall be permitted on the lots, streets, and driveways.

SECTION 3. BICYCLES, STROLLERS, BABY CARRIAGES AND LIKE KIND AND SIZE TOYS. These items are not to be left in front of the units for storage purposes. They are not to be left in front of the units overnight.

SECTION 4. TRASH. All trash left for pick-up must be confined to a trash can with a secure lid, not to exceed thirty (30) gallons in size. The designated area for pick-up shall be at the front of each unit.

SECTION 5. DRYING/CLOTHES LINES. The drying lines permitted are limited to the umbrella type and must be installed in the rear yard only.

SECTION 6. PLANTING AND VEGETATION. All planting, vegetation, shrub pruning, lawn mowing, yard maintenance, parking lot maintenance, etc., shall be set by the Architectural Control Committee. No live tree with a trunk diameter of six (6) inches or greater shall be cut without the permission of the Committee.

SECTION 7. WOOD STORAGE. Wood shall be neatly stacked and no wood shall be stacked in the front of the building.

ARTICLE IV

PROCEDURES

SECTION 1. APPLICATIONS. Any property owner wishing to construct a new building or structure or to alter or make an addition to an existing structure in BAYBERRY SUBDIVISION, must

submit an application for approval of the design of the construction, alteration or addition to the Architectural Control Committee.

SECTION 2. REVIEW AND APPROVAL. Within thirty (30) calendar days after receipt of an application for design approval, the Architectural Control Committee shall reply to the application, request additional information or schedule a site visit. Thereafter, the Architectural Control Committee shall approve, disapprove, or approve with condition the design as submitted. In the event that the Committee fails to take one of these actions on the proposed design within ninety (90) calendar days of receipt of the application, the application shall be deemed to have been approved.

SECTION 3. REQUIRED SUBMISSION FOR DESIGN REVIEW:

(1) NEW CONSTRUCTION - PRINCIPAL BUILDING. For the original construction of a principal building on a lot, the submission shall include two (2) copies of the following:

(A) Lot Number and street address.

(B) Architectural plans and elevations at a scale of 1/4 inch equals one foot, or larger.

(C) Description and color samples of exterior surface materials and colors to be used.

(D) A site plan for the lot and building at a scale of one inch equals forty feet or larger.

(E) A landscaping plan, indicating locations of

existing and proposed new planting.

(2) ADDITIONS, ALTERATIONS, AND CONSTRUCTION OF ACCESSORY BUILDINGS OR STRUCTURES. For the addition to or alteration of an existing structure or for the construction of a new accessory structure, the submission shall include two (2) copies of the following:

(A) Lot Number.

(B) Architectural plans and elevations, if prepared, or a scaled sketch showing plan and elevation views of the proposed constructiion, at a scale of 1/4 inch equals one foot or larger.

(C) Description of materials and color samples of exterior surface materials and colors to be used.

(D) A site plan showing the location on the lot and the general dimensions of the proposed construction.

(E) If the proposed construction will affect the landscaping of the lot, a description and/or sketch of the changes in landscaping proposed.

SECTION 5. COMPLETION OF STRUCTURES. All exterior work of any improvements shall be completed within twelve (12) months after construction is begun.

SECTION 6. AMENDMENT OF REGULATIONS. The regulations and procedures may be amended from time to time by recommendations from the Architectural Control Committee to the Board of Directors of the Association and approval by the Board of Directors.

APPROVED this 1st day of August, 1987.

BOARD OF DIRECTORS
BAYBERRY OF ST. MARY'S
ASSOCIATION, INC.

President — MICHAEL O'BRIEN

Vice President — THOMAS HARMON

Secretary — BARBARA MURPHY

Treasurer — TRUDY KELLY

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BAYBERRY OF ST.MARY'S ASSOCIATION

ARCHITECTURAL GUIDELINES

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WHAT ARE THE COVENANTS

First of all, they are one of the many pieces of paper you (or your landlord) received at the time of settlement on your property. We hope that you took the time to read and understand them.

More importantly, the covenants are a binding contract between the developer of Bayberry and all residents. Covenants assure the residents of certain minimum standards for land use, architectural design, and property maintenance through the neighborhood. They also provide for your membership in the Bayberry of St. Mary's Association and establish the mechanism for the operation of this association.

The covenants "run with the land" as a part of your deed of ownership and cannot, as a practical matter, be changed. With the completion of the development period of Bayberry, the covenants become a contract between the neighborhood association, as represented by its elected Board of Directors, and the residents, and between each resident and every other resident of the neighborhood. Thus, when dealing with the covenants and the architectural control process today, you are dealing not with the developer but with your friends and neighbors in the neighborhood. It is our intent and duty to help you in every way to obtain the fullest enjoyment of your private property and the common-owned property which is consistent with your obligations to the other residents.

HOW DOES THE ARCHITECTURAL CONTROL PROCESS WORK

Your covenants provide for the appointment of an Architectural Control Committee (ACC) which is made up of three representatives appointed by the developer. The ACC has, in turn, delegated some of its authority and duties to your neighborhood Association and its Board of Directors. At such time as the Developer's membership expires, the Board of Directors shall appoint the new Architectural Control Committee. These volunteers come from among residents of the neighborhood and anyone interested in volunteering should contact the neighborhood Association Manager. This practice assures that the control process is in the hands of your elected representatives and their appointees.

In addition, your neighborhood employs an Association Manager, who is available at 1057 St. Ignatius Drive, Waldorf, Maryland, (301)884-4634 or (301)932-8100 to assist you in the preparation of exterior altering applications and to receive questions and complaints on architectural and maintenance matters.

WHAT ARE THE STEPS FOR APPROVAL OF PLANS

When you contemplate exterior alterations on your property, you should first consult the guidelines contained in this booklet. They will help you in finalizing your plans and will tell you whether a

formal application is required. If in doubt, consult the Association Manager or any member of the Architectural Control Committee.

After you have studied the guidelines, complete and submit your application using the special forms available from your Association Manager. Be sure that your application is complete and clear and that is has all the necessary signatures. Submit your application EARLY, allowing up to four weeks for its processing. NOTE: Approval of a project by the ACC does not relieve you of the need to obtain county permits.

Your case will be assigned to one of the volunteer members of the Neighborhood ACC for follow up and will be scheduled for review at a ACC meeting.

Prior to the Neighborhood ACC meeting, you will be contacted by a ACC member to discuss your application and, if necessary, to make suggestions for modifying your plans. It is to your advantage to give your full cooperation to the ACC member, for it is he or she who will present your case to the ACC and make recommendations for approval, approval with stipulations, or disapproval. During the interview, the ACC member will advise you of the time and place of the ACC meeting if you wish to attend.

At the ACC meeting your application will be presented by the member who reviewed it and you will be invited to join the discussion if you attend. At that meeting, your neighbors and any other neighborhood residents will have the opportunity to offer comments in support of, or in opposition to, your application. When the discussion has ended, the ACC will vote to approve or disapprove your application, or to approve it with modifications or additions.

If you or any other resident does not agree with the action of the ACC, an appeal may be initiated within three days by giving written notice to the Association Management Company. If there is no such appeal, the action of the ACC will be endorsed by a member of the Neighborhood Association Board of Directors. If your application has been approved, the approval is final and you should receive your approved application in the mail within ten days, authorizing you to start work.

NOTE: DO NOT START WORK UNTIL YOU HAVE PHYSICALLY RECEIVED YOUR APPROVED APPLICATION AND ANY REQUIRED PERMITS.

If there has been an appeal from other residents, or if you, the applicant, appeal an unfavorable action by the ACC, the Board of Directors will arrange to hear an appeal. Their decision is then legal and binding, and can only be changed in court.

When your project is completed, the approved application must be returned to the Association Manager's office in order to close the case file. Failure to do so can cause complications when you sell your property.

While the process described above seems complex and rigid, it works because of the interest and cooperation of our residents and those who work on the ACC and Board of Directors. At every step, efforts are made to reach compromises where necessary to insure speedy and satisfactory approval of your application.

WHAT IF I DON'T WAIT FOR MY APPLICATION TO BE APPROVED

If you start alterations without first obtaining approval of your plans, you do so at your own risk. If you fail to submit an application, or if your application is turned down or modified, you may face the cost of removing the alteration plus the costs of litigation. The covenants provide means for placing these costs as a lien against your property. These circumstances may also arise if your property has been altered without approval before you purchased the property.

WHAT IS THE PROCESS FOR COVENANT ENFORCEMENT

Enforcement of the neighborhood covenants is the job of every resident, but the routines are carried out by the Architectural Control Committee (ACC) and the Neighborhood Association Board of Directors. When architectural complaints are brought to the attention of the ACC, they are investigated as promptly as possible. If a complaint is found to be valid, the property owner is contacted formally and asked to correct the problem, either by removal or submission of an application, or by repair in the case of a maintenance problem. Our experience is that most problems are corrected at this stage.

Should the property owner still fail to act after the expiration of a fifteen (15) day period, the Neighborhood ACC/Board may vote to initiate action in court, or to enter the property and correct the problem at the owner's expense and risk. All costs at this stage are chargeable against the property owner as a lien on the property.

HOW CLOSELY MUST I ADHERE TO THE GUIDELINES IN THIS BOOK

The covenants give to the neighborhood Architectural Control Committee (ACC) the responsibility to set rules and procedures for architectural control, and the power to interpret the covenants and allow exceptions to their restrictions. The guidelines presented here have been written by the ACC as a part of that first responsibility.

The guidelines should be understood as just that - guides to be used by residents in preparing application for exterior modifications. Based upon the policies and previous decisions of the committee, they will tell you what is most likely to be approved in typical circumstances, and also give you important information on how to prepare your application. Special circumstances regarding your property may allow the approval of an application which might be denied at another location, or the denial of one which might have been approved elsewhere. The fact that your plan has been approved for use at another location does not mean that it is automatically approved for you.

The members of the ACC and Board of Directors, in the final analysis, are human beings. We need your help and cooperation in every facet of our work.

ANTENNAS

No exterior or outside antennas of any kind shall maintained. This includes satellite dishes.

ATTIC VENTILATORS

This includes any attic ventilator that is exterior on the structure. The following provisions should be met:

A. No part of the ventilator protrudes more than 12" above the roof surface.

B. All exposed parts are painted to match the exterior color of the material they penetrate so as to conceal them.

C. Roof mounted and located on the least visible side of the roof and does not extend above the ridge line.

D. If it becomes necessary to block air flow through the ventilator, this should be done from the inside of the structure.

All installation requires an application showing elevations of the ventilator installation.

AWNINGS AND SUN TRELLISES

Awnings and trellis work provide an effective means for controlling glare and excessive heat build up on windows and door openings which helps reduce energy consumption and utility costs. The manner in which sun control is implemented has considerable effect on the exterior appearance of a house.

A. Sun control devices should be compatible with the architectural character of the house, in terms of style, color, and materials. Cloth and/or wood are preferred materials.

B. Awnings should be made of straightforward design without decorative embellishment such as scallops, fringes, and contrasting colored stitches. Solid colors are preferred.

C. Awnings and trellises should be consistent with the visual scale of the houses to which they are attached.

D. The location of any awning or trellis should not adversely affect views, sunlight, or natural ventilation of adjacent properties.

E. Pipe frames for canvas awnings should be painted to match the trim or dominant color of the house. If awnings are removed for winter storage, pipe frames should be removed.

A complete application is required and must include:
a. Dimensions
b. Color and style of structure
c. Color (sample if possible) and description of materials to be used
d. Detailed drawings of trellis or awnings
e. Description of method to support and attachment to structure

CHIMNEYS (RESIDENTIAL) AND SMOKESTACKS

The purpose of this guideline is to insure that exterior chimney installation will be in harmony with the applicant's house and surrounding houses and to provide some indication as to what will be approved.

Generally, these guidelines encourage the use of brick or siding enclosed construction as the most architecturally appropriate style for chimneys.

A. Chimneys which exit through a wall or foundation or which run vertically along a wall should be of brick construction or should be boxed in with materials which match the exterior wall finish in style and color.

B. The following guidelines apply to chimneys which exit through the roof:

1. Boxing is encouraged for chimneys or smokestacks located on the front slope of the roof or the roof ridge or any other location where it will be highly visible from the fronting street. It is recommended that exposed metal sections be painted black or the roof color. Conspicuous locations on the front slope of the roof should be avoided.

2. In all cases, the height of the exposed metal section or the boxed-in chimney shall be limited to the minimum permitted by the county building and fire codes.

The following guidelines apply, in addition to those above, when there is an existing chimney on the house (other than a builder-provided through-the-roof installation for central heating systems).

Special care is needed to arrive at an architecturally suitable design when a second chimney is to be added. While each case must be considered separately, the following guidelines should be considered:

A. Dissimilar chimneys should not be used unless it is impossible see both at the same time.

B. When a second chimney is to be added on the same end of the house as an existing boxed-in chimney, both flues should be run through the same enclosure.

C. When the second chimney is to be run along a different wall, it should normally be of the same design as the first chimney.

A complete application is required and must include detailed drawings of the structure (site and floor plan) showing the dimensions and the location of the chimney or smokestack and color and description of materials to be used.

AUTOMOBILES

No extensive car repairs or dismantling are allowed unless restricted to the inside of garages.

Cars without current state license plates and/or inoperable for road use shall not be stored on any lot or driveway.

CLOTHES POLES

Clothes poles must be portable and removed when not in use. The umbrella style is recommended. If above requirements are followed, and clothes pole is placed in the rear yard of dwelling, an application is not required.

DOG HOUSES

Under no circumstances is the dog house to be placed in the front yard area. It is recommended that the dog house be located as close as possible to the rear of the dwelling and not extend beyond either side of the dwelling.

The dog house must be compatible in color with the dwelling and the natural surroundings.

Applications must include the following information:

A. Site plan which shows the relationship of the dog house to owner's home and property lines.
B. Color of home and dog house.
C. Dimensions and material to be used.

DRIVEWAYS

Driveways are recommended to be constructed of asphalt for reasons of maintainability and appearance.

An approved application is required for any new driveway construction, including expansion. No application is required for the replacement of an existing driveway, without change of materials, size, shape, or grade.

The completed application should include:

A. Site plan with dimensions showing the relation to existing structures, trees, and property lines.
B. Description of materials to be used, including color and texture.
C. Changes in grade proposed. Care must be exercised in any drainage change.
D. The configuration of the driveway must assure that no part of a parked vehicle will extend into or overhang a public sidewalk or street.

FENCES AND SCREENS

Fundamental to Bayberry's plan is the preservation of green space and natural features. The purpose of this preservation is to promote an atmosphere of a large open area and privacy.

The street side of every home is, visually, more or less public. In addition, many back yards are also public when they are directly related to the open space system. Fencing, if it is carelessly placed, encroaches upon open space and can even destroy it.

1. Perimeter or barrier fencing
   A. Two or three rail, split rail style of fencing is acceptable with three rail fencing preferred.

   B. The rough hewn finish is recommended over the smooth "pencil" style. The fencing material is to be left to weather naturally. No paint or stain may be applied to the fence.

   C. Post heights may not exceed fifty-four (54) inches and the top rail height may not exceed forty-eight (48) inches for three rail style fencing. For two rail style fencing, the post heights may not exceed forty-eight (48) inches and the top rail height may not exceed forty-two (42) inches.

   D. Gates matching the fencing style may be installed as desired.

   E. All sections of the split rail fencing are to be installed in the rear yard area. (Any section, or portion, of the rear yard may be fenced within the owner's property lines) provided that no section of the fencing extends past the rear corners of the building. Side yards and front areas may not be fenced. If further assistance is required in this category, please contact the ACC.

   F. Only one fence is to be put on a common property line which means that if a neighbor has already installed a particular

type of fence on a perimeter adjacent to your property, you will be required to install the same type of fencing.

2. Privacy Screening

A. The type of screening should be the wood plank, board-on-board or Wyngate style.

B. It is preferred that the screening material be left to weather naturally but may be stained with a semi-transparent stain compatible with the natural surrounding. Painting to match existing sections installed by the builders may be given special consideration.

C. Four and six foot high privacy screening may be used. The maximum height is restricted to six feet which is the recommended height for privacy screening.

D. Gates which compliment the privacy screening and surroundings may be installed at any point.

E. Privacy screening for single family detached dwellings must be located in the rear of the dwelling and may not normally extend beyond either side of the dwelling. The screen may not extend more than half way between the rear of the dwelling and the rear property line. The area to be screened may be as wide as the dwelling and as long as the dwelling. However, the maximum length of the enclosure may not exceed 66% of the total perimeter of the area to be enclosed including the dwelling as part of the total enclosure length. Landscaping is recommended where additional screening is desired.

F. Screening for end dwellings will normally be limited to within building extension (minimum of twenty feet to a county road) unless granted a special exception.

G. Only one fence is to be placed on a common property line.

H. Special consideration will be given to lots adjoining Hewitts Road.

3. A complete application is required for ALL fences and screens. The applicant should include the following:

A. Drawing of lot, placement of home, and lines indicating where fence or screen is to be installed (include all dimensions).
B. Style of fence or screen.
C. Height and color (natural)
D. Indicate where gates will be located; gates should compliment the fence in material, style, color and height.
E. Types and color of fences in immediate area.

4. Custom Fencing for a particular residential entity may be submitted on an individual basis.

NOTE: When putting up a fence, owners should be cognizant of utility lines and take appropriate precautions.

GRILLS, PERMANENT

An application is required for permanent grills. Permanent grills should be placed behind the rear line of the house and not located within ten (10) feet of the side and rear property lines.

An application is required with the following information:

1. Dimensions
2. Site plan showing location of permanent grill
3. Materials and colors to be used.

GUTTERS AND DOWNSPOUTS

Written approval is not required for gutters and downspouts which match the color the house or trim. A complete application should be submitted for all other gutters and downspouts.

LAWN ORNAMENTS AND LAWN EMBELLISHMENTS

Lawn ornaments and embellishments over two feet in height must be submitted for approval and must be located in the rear yard.

All lawn ornaments and embellishments two feet in height and under must be in keeping with the architectural and aesthetic character of the neighborhood.

LIGHTING, RESIDENTIAL

The replacement of an existing light fixture, if accomplished with a realistic match to the old fixture, does not require approval from the ACC. If a change in style, size, shape, color or positioning is desired or if additional light fixtures are to be installed on existing or new structures, an application is required. Applications for exterior additions, such as garages, or carports, should include details of the lighting fixtures proposed.

Permanent lighting and wiring requires a full application. All exterior lighting should be installed so as to not shine on adjacent property of public space, and should be aesthetically planned for each location.

Flood lights and various types of high output lights fall under the category of security lighting. Exterior lighting of this type must be considered more carefully because of the impact on neighboring

properties. Light fixtures of this type should be carefully aimed so that they illuminate only a specific area, such as a doorway. Some high output light fixtures may have to be shielded in a manner similar to some street light installations to prevent unwanted or excessive intrusion of light from one property to another.

Temporary lighting - For decorations, holiday and festival use, a formal application is not required. Holiday lighting may be installed for a period not to exceed six weeks. After the period of use, all temporary lighting and decorations shall be removed.

In general, fluorescent lights used outdoors and in carports will not be approved.

Bug lights must be portable and kept 10 feet from the property lines.

It is recommended that before any digging is initiated that the applicant call "Miss Utility" for locations of existing utilities.

OIL/STORAGE TANKS

No oil tank or other storage tanks are permitted on any lot unless the tank is underground or inside a dwelling. An application is to be submitted.

STORAGE OF TRAILERS, BOATS, AND RV'S

No recreational vehicle, mobile home, trailer, boat and recreational equipment, etc., should be parked longer than twenty-four (24) hours at any one time. The said recreational vehicle shall not be any larger than can be accommodated by an averaged-sized parking space. The said vehicles shall not be occupied while in the parking space.

BICYCLES, STROLLERS, BABY CARRIAGES AND LIKE KIND AND SIZE TOYS

These items are not to be left in front of the unit for storage purposes nor overnight.

TRASH

All trash left for pick-up must be confined to a trash can with a secure lid, not to exceed thirty (30) gallons in size.

WOOD STORAGE

Wood shall be neatly stacked and no wood shall be stacked in front of the dwelling.

MAINTENANCE OF PREMISES AND IMPROVEMENTS

Article 6 Section 2 Declaration of Covenants Conditions and Restrictions: "To the extent that exterior maintenance is not provided for in Supplementary Declaration each Owner shall keep all Lots owned by him and all improvements therein or thereupon in good order and repair and free of debris, including but not limited to, the seeding, watering and mowing of all lawns, the pruning and cutting of all trees and shrubbery, and the painting (or other approved exterior care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management. In the event an owner of any Lot in the .... properties shall fail to maintain the premises and the improvements situated thereon as provided herein, the Association, after notice to owner as provided in the By-Laws and approved by two thirds (2/3) vote of Board of Directors shall have the right to enter upon said Lot to correct drainage and to repair, maintain and restore the Lot and the exterior of the buildings and any other improvements, corrections, repair or restoration shall become special assessment upon said Lot.

MAJOR BUILDING ADDITIONS

Major building additions include, but are not limited to, carports, garage, greenhouses, porches, rooms, porch and carport enclosures, etc.

The design of major additions should be consistent with the existing shape, style and size of the dwelling in the following way.

A. Siding, roofing and trim materials should be same as or compatible with the existing materials of the dwelling in color and texture.
B. New windows and doors should be compatible with those of existing dwelling in style and color. These should also be located on walls at the same approximate height as those of existing dwelling, and be trimmed in a similar manner.
C. Roof eaves and fascias should be the same depth, style and approximate slope as those existing on dwelling.

The following conditions shall determine the acceptability of new addition locations:

A. Additions should not significantly impair the view, amount of sunlight or ventilation of adjacent residences or the public's use or enjoyment of open space. New windows, doors, or viewing areas from addition should not impinge upon existing internal or external private areas of adjacent residences.
B. New additions should not create situations in which adjacent neighbors will have difficulty adding to, modifying, or maintaining existing dwellings.
C. Additions should not adversely affect drainage conditions on

adjacent properties through changes in grade or other significant run-off conditions.

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PLANTINGS

Applications are not required for foundation plantings, trees, or single plantings; however, a complete application is required for hedges.

TREES

No tree of a diameter of more than six (6) inches, measured two feet above the ground level, shall be removed without the express written authorization of the ACC.

PATIOS, DECKS AND WALKWAYS

This guideline refers to any new or expanded patios, docks, and walkways, or to any material changes in existing patios, decks, and walkways. All new materials should be of a simple material of a neutral color, such as undyed concrete, stone or clay brick, or treated wood.

1. Decks and patios may be constructed of wood, masonry, stone or concrete, providing that the color and texture of the material is in harmony with the adjacent structures. Decks may be stained with a color approved by the ACC or left to weather naturally. Generally speaking, "redwood" paint and stain will not be permitted.
2. Decks and patios must be located to the rear of the dwelling and may not extend beyond either side of the dwelling.
3. The deck or patio may be 75% as long as the dwelling and 75% as wide. The deck or patio may not extend more than half way between the rear of the dwelling and the rear property line.
4. The height of the deck or patio is limited to the finish floor line of a single story dwelling or the second story finish floor on a two-story dwelling. Railing and bench height is limited to 42" above the finish deck surface.
5. An application is not required is a patio, deck, or walkway replaces an existing area of paving with an identical material or a material similar in color and texture.
6. An application must be completed for all other patios, decks, or walkways. Generally, new patios, decks or walkways should:
   a. Disturb existing contours as little as possible. Terracing follow existing land contours should be built in small increments or railing should be provided.
   b. Be located to provide reasonable visual and acoustical privacy for both applicants and their neighbors. Screening plantings should be considered where it is necessary to

preserve privacy.

7. The application is to include:

   a. Site plan with dimensions showing new walkways, deck or patios in relation to existing houses, trees and lot boundaries.
   b. A list and description of materials to be used which includes a color sample as applicable, including sample of stain (redwood stain is not acceptable).
   c. Project plans showing elevations and dimensions.
   d. Description of proposed lawn contour changes, planting, screening, rails, benches, new exterior lighting, etc.

PRIVATE POOLS/HOT TUBS

Private pools are generally discouraged because there are very few locations in residential areas where they can be placed without affecting adjacent properties. Pools require fencing which is proportionately too large for the lot in size and area enclosed. Noise and lighting problems are also a consideration.

An application is not required in the case of portable children's wading pools not more than 6' in diameter. A complete application should be filed for all other pools. The Committee will not approve inflatable or other "tension" above ground structures for pool enclosure.

1. Six foot privacy screening must be employed for fencing which encloses the pool and other related pool equipment. Approval of the privacy screening is contingent upon the completion of the pool.
2. The size of the pool will be dictated by the size of the maximum area of enclosure permitted for privacy screening (see fences and screens).
3. Fencing around pools must undulate, be of the same type as the adopted screening fence for the area. Landscaping must be carefully planted to reduce impact of fence (does not apply to single family attached or zero lot line homes).
4. The impact of required privacy screening on open space is significant and must be carefully related to adjacent property. In addition, the homeowner should consider safety within the pool area as well as the impact of increased noise levels on adjacent property.
5. Covered pools must be carefully designed to integrate with the architecture of the home.

Application should include:

1. A site plan showing location and dimensions of the pool, other related equipment, fences, etc., in relation to the applicant's house, property lines, and adjacent dwellings.

2. Detailed drawings and plans of the pool, deck area, lighting arrangements, walkways, fences, etc., and pertinent information concerning water supply system, drainage, and water disposal system.

If fencing for pool or hot tub extends above 6', it must be of an approved type.

REPAINTING GUIDELINES

An application is required when a house, siding or trim, is to be painted a color different than its existing color. The new paint is considered to be different if the color itself changes (for example, yellow instead of green) or if, while the color remains the same, it is lighter or darker than the original. An application is not required when the new paint is the same as the original in both these respects.

In addition, because of the relatively high density and visibility of many houses, and especially in areas in which natural landscaping buffers between houses are lacking, neighbor houses become, in effect, the landscapes of each other, into which each should blend. Therefore, similarity of color tones in neighborhoods was a means of assuring the complementary blending of each house with its landscape background.

Application must include samples of all color changes, as well as a description of where on the house changes will occur. Houses of the same color are not allowed side by side, if they are the same house type.

Policy: The use of "land" or "earth tone" colors will be encouraged in the repainting or staining of contemporary styled houses. In cases in which the choice is out of the "land" color range, the prime consideration will be whether the house will continue to blend in a complementary way with its surroundings. Paler and brighter colors, as well as "land" colors, for traditionally styled houses, will be considered in the color ranges presently existing in the surrounding neighborhood.

RESIDING/RESTYLING STRUCTURES

The choice of the material to be used in residing is left to the discretion of the owner. It is the owner's responsibility to ascertain whether this material meets the St. Mary's County building and fire codes which apply to exterior materials.

If the proposed residing material differs in color and texture from the existing siding on the residence, or if it results in change in architectural style, it should be consistent or compatible with the style and color of siding material on homes immediately surrounding it.

The style of existing trim work at soffits, corners, eaves, windows and doors, and of accent panels, shutters, or other stylistic features, should be retained in the residing design. This will be considered an important requirement where these elements contribute to the visual continuity of the neighborhood by evoking similarities in

style among nearby homes.

In those cases in which residents wish to alter the stylistic features of the existing facade (for example, by replacing rough, vertical groove paneling with smooth horizontal clapboard siding or by adding shutters on accent panels) the ACC will render a decision based on the following considerations:

1. Size and shape of the residence in relation to existing and proposed materials.
2. The variety of styles and siding materials of the homes immediately surrounding the residence.
3. The overall visibility of the residence from nearby public and private properties.

A complete application must be submitted and is to include:

1. A photograph or sketch of existing house including the color and texture of existing siding materials.
2. A description of the proposed residing material including the color, texture, and manner in which it will be applied. Color and texture samples must be submitted with the application. Significant changes on present trim size and location, and removal or addition of other stylistic features should also be noted.
3. Description of proposed treatment of outbuildings, such as sheds. Residing or repainting such structures may be required.

SCREENS, STORM WINDOWS AND DOORS

Screens, storm windows and doors do not require approval if a color and style is chosen that match the house trim and storm doors are of a straightforward design, without extensive or extreme decorative embellishment.

All other types of door and window alterations require an application. All applications should include descriptions of material, color, and style to be used. When in doubt, submit an application.

SHEDS, TOOL/STORAGE

A. Sheds should be located as close to the dwelling as possible, preferably attached. However, the shed may be built in conjunction with a privacy fence.
B. Sheds must normally be located to the rear of the dwelling and may not extend beyond either side.
C. The width or length of a shed shall not exceed ten feet limiting the maximum storage area to 100 square feet. For a shed attached to a dwelling, the height may not exceed seven feet and for a detached shed, the height may not exceed six feet two inches and must be totally screened.
D. If a storage shed is to be located adjacent to the dwelling,

then one wall must be in common with the dwelling and it must be constructed of the same materials as the dwelling. The siding, doors, and trim must be the same size, color, and texture as that of the dwelling. The roof must be the same color and have the same pitch as that of the dwelling.

E. If a storage shed is to be located in conjunction with a privacy fence, then it will have one wall in common with the privacy fence, or be built at the end of the fence in an "L" configuration. The siding must be constructed of wood plank that matches the fence, or textured 111 plywood siding. The finish must match the fence and the roof must match the dwelling.
F. Metal sheds are not permitted.
G. Privacy screening must be constructed in accordance with the "Guidelines for Fences and Screens." Landscaping may be substituted for fencing and screening if approved by the ACC.
H. If the house is restyled, resided or a paint color change is made, the existing shed should match. Rear lot sheds may be treated separately. Refer to "Residing/Restyling" guidelines.
I. Approval is contingent on resident's commitment to build a sturdy permanent structure.

A full application is required for all tool/storage sheds which should include:

1. Site plan which shows the relationship of the shed to the adjacent house and property lines.
2. Picture and/or detailed drawing of the shed to include dimensions.
3. Description of materials to be used.
4. Color of shed and house.

SOLAR COLLECTORS

Solar collectors can represent a large visual impact on a structure due to their size. Therefore, it is important to properly integrate the collector into the design of the house so as to properly conceal it. Whenever possible, solar collectors should not be placed on the front side (street side) of the roof.

Collectors should be located to give maximum advantage to the user and minimum visibility.

Large collectors on a sloping roof should appear to be flush with the roof and not laying on top. Collectors on a flat roof should be set back and concealed with a parapet unless integrated with the roof design of the structure. Smaller collectors may be laid on top of a sloping roof and finished to appear like a skylight.

Collectors should be constructed of glass with wood or metal trim. All trim should be painted to match the background color of the roof or house trim to conceal it. Plexiglass is not acceptable as it sags and yields an unsatisfactory appearance. All pipe work should be concealed.

All applications should include a site plan plus elevations of the house showing the appearance of the collector. Details should show how

the collector edges will meet the roof. Any superstructure necessary to elevate collector above the existing roof plane must be enclosed by approved materials and color.

SWING SETS AND SANDBOXES

The equipment should be located behind the house as inconspicuously as possible. It should be at least ten feet from the rear and side property lines. New swing sets and sandboxes do not have to be painted. However, when the equipment needs to be painted, it should be painted solid dark green or brown.

Sandboxes do not need an application for single family detached units only, as long as they do not exceed twenty (20) square feet in area covered and one foot in height. They must meet the above-stated location criteria.

A complete application is needed for all other instances and should include:

1. Color and materials
2. A site plan with dimensions showing the location of the play equipment.
3. A picture or sketch of the equipment showing dimensions.

MAILBOXES

Mailboxes shall be of a design and materials suitable to the ACC and built to U.S. Postal Regulations. The developer has provided a platform at the beginning of driveway for placement of the approved mailboxes.

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BOOK 423 PAGE 110

DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
BAYBERRY OF ST. MARY'S ASSOCIATION, INC.

LIBER 601 PAGE 50
10:23AM07/25/88A C.& R. $77.00

THIS DECLARATION, made and entered into this 21 day of July, 1988, by T T & M PARTNERSHIP, a Maryland General Partnership, hereinafter referred to as "Declarant":

WITNESSETH:

WHEREAS, T T & M PARTNERSHIP is the owner of certain property in the County of St. Mary's, State of Maryland, which is more particularly described as BAYBERRY SUBDIVISION, Eighth Election District, St. Mary's County, Maryland and is shown on a Plat by Lorenzi, Dodds and Gunnill, entitled BAYBERRY, Subdivision Cluster, said plat being recorded in Plat Liber M.R.B. No. 27, Folio 125, among the Plat Records of St. Mary's County, Maryland, and more particularly described as follows:

BEGINNING for the same at an iron pipe in the Northerly right of way line of Hewitt Road. Said iron pipe bearing North 15 degrees 19 minutes West 5.00 feet from the most Easterly South corner of Lot #6 of a subdivision entitled "Buck Park." Said beginning point being further located as being the most Southwesterly corner of the herein described. Thence leaving the beginning point so fixed and running and binding on the Easterly outline of the above mentioned Lot #6, (1) North 15 degrees 19 mintues West 198.77 feet to an iron pipe in the Southeasterly outline of a subdivision entitled "Greenview Knolls." Said iron pipe marking the most Northeasterly corner of the aforementioned Lot #6 and the most Northwesterly corner of the herein described; thence running and binding on the said Greenview Knolls subdivision, the following three (3) courses and distances, (2) North 74 degrees 41 minutes East 535.21 feet to an iron pipe, (3) South 00 degrees 20 minutes East 11.12 feet to an iron pipe, (4) North 74 degrees 41 minutes East 1,395.70 feet to a cedar stake in the Westerly outline of a tract or parcel of land standing in the name of the Southern Maryland Electric Coop., Inc., as shown on a plat prepared by A. E. Gorsuch, Registered

Land Surveyor #3616 and dated September 9, 1974; thence running and binding along said SMECO outline, (5) South 15 degrees 17 minutes 14 seconds East 188.47 feet to an iron pipe marking the Northerly right of way line of the aforementioned Hewitt Road; thence running and binding along said right of way, (6) South 74 degrees 41 minutes 47 seconds West 1,927.94 feet to the point and place of beginning containing 8.462 acres of land, more or less.

WHEREAS, Declarant desires to provide for the preservation and enhancement of the property values, amenities and opportunities in said community and for the maintenance of the properties and improvements thereon, and to this end desires to subject the real property described to easements, restrictions, covenants and conditions.

NOW, THEREFORE, Declarant hereby declares that all of the lots in the subdivision described above shall be held, sold and conveyed subject to the aforesaid "Covenants, Conditions and Restrictions" and to the following additional easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

SECTION 1. "Association" shall mean and refer to the BAYBERRY OF ST. MARY'S ASSOCIATION, INC., its successors and assigns.

SECTION 2. "Owner" shall mean and refer to the record

owner, whether one or more persons or entities of a simple title to any lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

SECTION 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

The metes and bounds description of the property initially subject to these Covenants, Conditions and Restrictions is set forth above.

SECTION 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners, including the area marked "Open Space" containing 17,695.99 square feet but excluding the Reserved Area shown on the subdivision plat.

SECTION 5. "Architectural Control Committee" shall mean a Committee of the Association set up in accordance with Article V herein to ensure that buildings and structures built on the property and the maintenance thereof, shall meet adequate standards of design and appearance.

SECTION 6. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties with the exception of the Common Area and the Reserved Area.

SECTION 7. "Declarant" shall mean and refer to T T & M PARTNERSHIP, a Maryland General Partnership, their successors and

SECTION 3. VOTING RIGHTS. The Association shall have two (2) classes of voting membership:

Class A. Class A members shall be all owners, with the exception of the Declarant, and shall be entitled to one (1) vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earliest.

(A) When the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership, or

(B) On December 31, 1997.

ARTICLE III

PROPERTY RIGHTS IN THE COMMON AREA

SECTION 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the right of the Association to dedicate or transfer all or any part of the Common Area to any

assigns if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

SECTION 8. "Reserved Area" shall mean and refer to that parcel containing 16,766.75 square feet of land which abuts Lots 27 and 28 of BAYBERRY SUBDIVISION, as per the recorded subdivision plat. Said Reserved Area shall not be considered as a Lot for purposes herein but may become one or more lots at a later date at the option of the Declarant. In the event it shall become an independent lot or lots, it shall then be a lot or lots under the terms of this Declaration. Notwithstanding any language herein to the contrary the Reserved Area shall be subject to the provision of Article V, VI, and VII hereof.

ARTICLE II

BAYBERRY OF ST. MARY'S ASSOCIATION, INC.

SECTION 1. ESTABLISHMENT OF THE ASSOCIATION. After the recording of this document, the BAYBERRY OF ST. MARY'S ASSOCIATION, INC., hereinafter the Association shall be established. Except as specified herein, the form, members, duties and responsibilities of the Association and certain other matters relating to it shall be as set forth in the Articles of Incorporation of this Association.

SECTION 2. MEMBERSHIP. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

public agency, authority, or utility for such purposes and such conditions as may be agreed to by the members, with the understanding that no such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of members has been recorded.

SECTION 2. DELEGATION OF USE. Any Owner may delegate, in accordance with the By-Laws of the Association, his right of enjoyment to the Common Area and facilities to the members of his family, including guests, his tenants, or contract purchasers who reside on the property.

SECTION 3. OBLIGATIONS OF THE ASSOCIATION. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Area and all improvements thereon (including equipment related thereto), and shall keep the same in good, clean, attractive and sanitary conditions, order and repair in compliance with standards to be set by the Architectural Control Committee. The Association shall assume and be responsible for any obligations, costs, and expenses created by the Inspection and Maintenance Agreement of Private Stormwater Management Facilities by and between the Declarant and St. Mary's County, recorded M.R.B. in Book 303, Page 92.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS BY THE ASSOCIATION

SECTION 1. CREATION OF THE LIEN AND PERSONAL

OBLIGATION OF ASSESSMENTS. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest and late charges as determined by Association, costs and reasonable attorney's fees, shall be a continuing lien upon the property against which each such assessment is made upon compliance with applicable law related to the establishment and enforcement of such liens. Each such assessments, together with interst, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

SECTION 2. PURPOSE OF ASSESSMENTS. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents of the properties and of the homes situated upon the properties, including but not limited to, costs involved in the

enforcement of the Covenant's, Conditions and Restrictions, and for the improvement and maintenance of the Common Area.

SECTION 3. MAXIMUM ANNUAL ASSESSMENT. Until January 1, of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment per lot shall be Three Hundred Dollars ($300.00).

(A) From and after January 1 of the year immediately following the conveyance of the first lot to any Owner, the maximum annual assessment may be increased each year not more than five percent (5%) above the maximum assessment for the previous year without a vote of the membership.

(B) From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment may be increased by more than five percent (5%) by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(C) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum provided for herein.

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, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent by 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.

SECTION 5. NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED, UNDER SECTIONS 3 AND 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 and 4 shall be sent to all members not less than thirty (30) days, nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

SECTION 6. UNIFORM RATE OF ASSESSMENT. Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected not more frequently than monthly and not less often than once a year as determined by the Board of

Directors.

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 Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors 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 owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an Officer of the Association setting forth whether the assessments on a specified lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

SECTION 8. EFFECT OF NONPAYMENT OF ASSESSMENTS: REMEDIES OF THE ASSOCIATION. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate determined by the Board of Directors but not less than ten percent (10%) per annum. The Association may bring an action at law against the owner personally obligated to pay the same. No 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. SUBORDINATION OF THE LIEN TO MORTGAGES AND DEEDS OF TRUST. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or deed of trust. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to foreclosure of a mortgage or deed of trust or any proceeding or transfer in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessment thereafter becoming due or from the lien thereof.

ARTICLE V

ARCHITECTURAL CONTROL

SECTION 1. Except by the Declarant, no building, fence, wall or other structure (including, but not limited to, antennas) shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans, and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by an Architectural Control Committee composed of three (3) or more representatives appointed by the Class B membership. At such time as the Class B membership expires, the Committee shall be appointed by the Board of Directors. In the event said Board, or its designated committee,

fails to approve or disapprove such design and location within ninety (90) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. The Architectural Control Committee shall regulate the external design, appearance, and location of the Properties and of improvements thereon in such a manner so as to preserve and enhance values and to maintain a harmonious relationship among structures and the natural vegetation and topography.

SECTION 2. No improvements, alterations, repairs, change of paint colors, excavations, changes in grade or other work which in any way alters the exterior of any Lot or the improvements located thereon from its natural or improved state existing on the date such Lot was first conveyed in fee by the Declarant to an Owner shall be made or done without the prior approval of the Architectural Control Committee.

ARTICLE VI

USE OF PROPERTY

SECTION 1. PROTECTIVE COVENANTS.

(A) Residential use. All property designated for residential use shall be used, improved and devoted exclusively to residential use. Nothing herein shall be deemed to prevent the Owner from leasing a Living Unit, subject to all of the provisions of the Declaration, or preclude the Declarant from completing the development of the property including, but not

limited to maintaining a construction, sales, and business office.

(B) Nuisances. No nuisance shall be permitted to exist or operate upon any property so as to be detrimental to any other property in the vicinity thereof or to its occupants.

(C) No dwelling home shall be erected upon any lot with a total floor or living space, exclusive of all basements, porches, breezeways, garages, utility rooms, tool rooms and unfinished storage spaces, of less than 1,000 square feet

(D) Restrictions on Further Subdivisions. No Lot upon which a Living Unit has been constructed shall be further subdivided or separated into smaller Lots by any Owner, and no portion less than all of any such Lot, nor any easement or other interest herein, shall be conveyed or transferred by an Owner, provided that this shall not prohibit deeds of correction, deeds to resolve boundary disputes, and similar corrective instruments.

(E) Other Restrictions. Upon conveyance of the first Lot to an Owner, the Architectural Control Committee shall adopt general rules to implement the purposes set forth in Article V, and interpret the covenants in this Section, including but not limited to rules to regulate animals, antennas, signs, parking

and storage of automobiles and other vehicles, storage and use of boats and recreational vehicles, storage and use of machinery, use of outdoor drying lines, trash containers, planting, maintenance and removal of vegetation on the properties.

(F) Mobile homes, trailers, tents and other temporary structures shall not be permitted.

(G) Other portions of this article notwithstanding the Declarant may operate one or more model homes and may use other temporary structures for office or storage.

(H) Exceptions. The Architectural Control Committee may issue temporary permits to except any prohibitions expressed or implied by this Section, provided the Committee can show good cause and acts in accordance with adopted guidelines and procedures.

SECTION 2. MAINTENANCE OF PROPERTY. To the extent that exterior maintenance is not provided for in a Supplementary Declaration, each Owner shall keep all Lots owned by him, and all improvements therein or thereon, in good order and repair and free of debris including, but not limited to the seeding, watering and mowing of all lawns, the pruning and cutting of all trees and shrubbery and the painting (or other appropriate external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management. In the event an Owner of any Lot in the

properties shall fail to maintain the premises and the improvements situated thereon, as provided herein, the Association, after notice to the Owner as provided in the By-Laws and approval by two-thirds (2/3) vote of the Board of Directors, shall have the right to enter upon said Lot to correct drainage and to repair, maintain and restore the Lot and the exterior of the buildings and any other improvements erected thereon. All costs related to such correction, repair or restoration shall become a Special Assessment upon such Lot.

SECTION 3. UTILITY EASEMENTS. There is hereby created a blanket easement upon, across, over, through, and under the above described property for ingress, egress, construction, installation, replacement, repair, and maintenance of all streets and parking lots, utility and service lines and systems including, but not limited to streets, parking, pedestrian walkways, water, sewers, gas, telephone, electricity, television, cable or communication lines and systems. By virtue of this easement it shall be expressly permissible for the Declarant or the providing utility or service company, with the approval of the Declarant, to complete construction of all contemplated improvements to the subject Lots and on adjacent T T & M PARTNERSHIP properties, install and maintain facilities and equipment on said property, to excavate for such purposes and to affix and maintain wires, circuits and conduits on, in and under the roofs and exterior walls of improvements thereon, providing such disturbed areas are restored to the condition in which they

were found. Declarant has granted to Southern Maryland Electric Cooperative, Inc. an easement along the front and sidelines of each and every lot for utility installation. Said easement is recorded among the Land Records of St. Mary's County, Maryland at Liber M.R.B. 385, Folio 347.

SECTION 4. EASEMENT TO CORRECT DRAINAGE. For a period of five (5) years from the date of conveyance of the first Lot, the Declarant reserves a blanket easement and right on, over and under the ground within any Lot within the Subdivision and the Common Area to maintain and to correct drainage of surface water in order to maintain reasonable standards of health, safety and appearance. Such right expressly includes the right to cut any trees, bushes, or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary, following which the Declarant shall restore the affected property to its original condition as near as practicable. The Declarant shall give reasonable notice of the intent to take such action to all affected Owners, unless in the opinion of the Declarant an emergency exists which precludes such notice.

SECTION 5. COMMON DRIVEWAYS. Prior to the beginning of any structure on a lot and prior to the delivery of materials for such construction, entrance driveways shall be constructed to afford access to the lot, and all building materials shall be stored on the lot and not in the streets or common driveways. Each lot owner shall be responsible for any damage to the streets, utility lines, and drainage ditches in the Subdivision

caused by the contractor or any subcontractor engaged in the construction of the improvements for such owner if such damages result from activities directly related to the construction of such improvements. Each lot owner shall enter into an Easement Agreement with Declarant regarding the use, maintenance, and conveyance of the applicable driveway.

ARTICLE VII

GENERAL PROVISIONS

SECTION 1. ENFORCEMENT. The Association, or any Owner shall have the right to enforce, by any proceeding at Law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Association shall be entitled to recover all costs including a reasonable attorney's fee in the successful enforcement of these Covenants, Conditions, and Restrictions.

SECTION 2. SEVERABILITY. Invalidation of any one of these covenants, conditions and restrictions, or the conditions and restrictions by judgment or Court Order shall in no way affect any other provisions, each of which shall remain in full force and effect.

SECTION 3. AMENDMENT. The Covenants, Conditions and Restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this

Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) years period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment shall be recorded.

SECTION 4. ANNEXATION. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.

SECTION 5. FHA/VA APPROVAL. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration and/or the Veterans Administration: annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

ATTEST:

T T & M PARTNERSHIP

Thomas A. Harmon

THOMAS A. HARMON

BOOK 423 PAGE 123

LIBER 001 PAGE 68

STATE OF MARYLAND
COUNTY OF ST. MARY'S, to wit:

I HEREBY CERTIFY that on this 21st day of July, 1988, before me a Notary Public of the State and County aforesaid, personally appeared Thomas C. Asmus, and he acknowledged the foregoing Declaration of Covenants, Conditions and Restrictions of BAYBERRY OF ST. MARY'S ASSOCIATION, INC. to be his act.

Barbara B. Murphy

Notary Public
My Commission Expires: 7/1/90

STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

APPROVED FOR RECORD 12/10/87 at 9:01

LIBER 001 PAGE 69

ARTICLES OF INCORPORATION

OF

LIBER 0060 FOLIO 449

BAYBERRY OF ST. MARY'S ASSOCIATION, INC.

87 DEC 10 AM 9:01

THIS IS TO CERTIFY:

That, I, the subscriber, THOMAS A. HARMON, whose address is 12 Laurel Hill Drive, California, Maryland 20619, being at least twenty-one (21) years of age, do hereby declare myself as incorporator with the intention of forming a copora-tion under and by virtue of the General Laws of the State of Maryland, and for such purposes do hereby make, execute and adopt the following Articles of Incorporation.

ARTICLE I

The name of the Corporation is BAYBERRY OF ST. MARY'S ASSOCIATION, INC., hereinafter called the "Association".

ARTICLE II

The principal office of the Association is located at 1057 St. Ignatius Drive, Suite 107, Waldorf, Maryland 20601.

ARTICLE III

The name and post office address of the Resident Agent of the Association in the State of Maryland shall be: Thomas A. Harmon, 12 Laurel Hill Drive, California, Maryland 20619.

04/12/88
CHARLES COUNTY 1988
#18639 C60 R01 T11:58

ARTICLE IV

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain

73418292

2975 2315

or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residence Lots and Common Area within the certain tract of real property located in the Eighth Election District of St. Mary's County, aforesaid in Plat Liber M. R. B. No. 27, Folio 125, and more particularly described as follows:

BEGINNING for the same at an iron pipe in the Northerly right of way line of Hewitt Road. Said iron pipe bearing North 15 degrees 19 minutes West 5.00 feet from the most Easterly South corner of Lot #6 of a subdivision entitled "Buck Park." Said beginning point being further located as being the most Southwesterly corner of the herein described. Thence leaving the beginning point so fixed and running and binding on the Easterly outline of the above mentioned Lot #6, (1) North 15 degrees 19 minutes West 198.77 feet to an iron pipe in the Southeasterly outline of a subdivision entitled "Greenview Knolls." Said iron pipe marking the most Northeasterly corner of the aforementioned Lot #6 and the most Northwesterly corner of the herein described; thence running and binding on the said Greenview Knolls subdivision, the following three (3) courses and distances, (2) North 74 degrees 41 minutes East 535.21 feet to an iron pipe, (3) South 00 degrees 20 minutes East 11.12 feet to an iron pipe, (4) North 74 degrees 41 minutes East 1,395.70 feet to a cedar stake in the Westerly outline of a tract or parcel of land standing in the name of the Southern Maryland Electric Coop., Inc., as shown on a plat prepared by A. E. Gorsuch, Registered Land Surveyor #3616 and dated September 9, 1974; thence running and binding along said SMECO outline, (5) South 15 degrees 17 minutes 14 seconds East 188.47 feet to an iron pipe marking the Northerly right of way line of the aforementioned Hewitt Road; thence running and binding along said right of way, (6) South 74 degrees 41 minutes 47 seconds West 1,927.94 feet to the point and place of beginning containing 8.462 acres of land, more or less.

And to promote the health, safety and welfare of the residents within the above described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose to:

(A) Exercise all of the powers and privileges and to perform all the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration," applicable to the property and recorded or to be recorded in the Land Records of St. Mary's County, Maryland, and as the same may be amended from time to time as herein provided, said Declaration being incorporated herein as if set forth at length;

(B) Fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(C) Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(D) Borrow money, and with the assent of two-thirds (2/3) of each class of members mortgage, pledge, deed in trust, hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(E) Dedicate, sell 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 has been signed by two-thirds (2/3) of each class of members, agreeing to such dedication, sale or transfer.

(F) Participate in mergers and consolidations with other non-profit corporations organized for the same purposes; or annex additional residential property and common area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of each class of members;

(G) Have and to exercise any and all powers, rights, and privileges which a corportion organized under the Non-Stock Corporation Law of the State of Maryland may now or hereafter have or exercise.

(H) In the event an owner of any property shall fail to maintain the premises and the Improvements situated thereon in a manner satisfactory to the Board of Directors of the Association, after two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents or employees, to enter upon said parcel and to repair, maintain, and restore the property and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and becomes a part of the assessment to which such property is subject.

ARTICLE V

MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including Contract purchasers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. The Association shall not be authorized to issue capital stock.

ARTICLE VI

VOTING RIGHTS

The Association shall have two (2) classes of voting membership:

CLASS A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The Vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

CLASS B. The Class B member(s) shall be the Declarant (as defined in the Declaration), and shall be entitled to three (3) votes for each Lot owned. The Class B

membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

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

(B) On December 31, 1997.

ARTICLE VII

BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of not less than three (3) nor more than nine (9) Directors, who need not be members of the Association. The number of Directors may be changed by Amendment of the By-Laws of the Association. The number of Directors consisting of the original Board of Directors shall be three (3) and the names and addresses of the persons who are to serve as the initial Directors are as follows:

1. Thomas A. Harmon
   12 Laurel Hill Drive
   California, Maryland 20619

2. Michael P. O'Brien
   110 Blackistone Court
   Lexington Park, Maryland 20653

3. Trong T. Nguyen
   29 Hyacinth Road
   Baltimore, Maryland 21234

At the first annual meeting the members shall elect five (5) Directors in the following manner: two (2) Directors for a term of one (1) year, two (2) Direcrtors for a term of

two (2) years and one (1) Director for a term of three (3) years. At the expiration of the initial term of office of each respective Director, his successor shall be elected to serve a term of three (3) years. The Directors shall hold office until their successors have been elected and hold their first meeting.

ARTICLE VIII

DISSOLUTION

The Association may be dissolved upon the recommendation of the Board of Directors and the affirmative vote of not less than two-thirds (2/3) of each class of members present at a special meeting of the membership called for the express purpose of dissolving the Association. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for the purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE IX

DURATION

The Corporation shall exist perpetually.

LIBER 0060 FOLIO 456

LIBER 601 PAGE 76

ARTICLE X

AMENDMENTS

This Association reserves the right to amend, alter or repeal any provision contained in these Articles in the manner now or hereafter prescribed by statute for the amendment of Articles of Incorporation, but only with the assent of seventy-five percent (75%) of the votes entitled to be cast by the entire membership.

ARTICLE XI

FHA/VA APPROVAL

As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration and/or the Veterans Administration, as appropriate; Annexation of additional properties, mergers and consolidations, mortgaging of Common Area, dedication of Common Area, dissolution and amendment of these Articles. Dated this 24th day of November, 1987.

Thomas A. Harmon

THOMAS A. HARMON

LIBER 0060 FOLIO 457

LIBER 001 PAGE 77

STATE OF MARYLAND
COUNTY OF ST. MARY'S, to wit:

I HEREBY CERTIFY, that on this 24th day of November, 1987, before me, a Notary Public of the State and County aforesaid, personally appeared THOMAS A. HARMON and he acknowledged the foregoing Articles of Incorporation to be his act.

WITNESS my hand and Notarial Seal.

Stanley H. Shedlay

Notary Public
My Commission Expires: 7/1/90

2975 2323

LIBER 001 PAGE 73

STATE OF MARYLAND
State Department of Assessments and Taxation
Gene L. Burner, Director

DOCUMENT CODE ~~02~~ FOLIO 458 BUSINESS CODE 04 COUNTY 58

#_____ ___P.A ___Religious ___Close ___Stock ✓Nonstock

Merging (Transferor) _____

Surviving (Transferee) _____

CODE	AMOUNT	FEE REMITTED
20	20	Organ. & Capitalization
61	25	Rec. Fee (Arts. of Inc.)
62		Rec. Fee (Amendment)
63		Rec. Fee (Merger or Consolidation)
64		Rec. Fee (Transfer)
65		Rec. Fee (Dissolution)
66		Rec. Fee (Revival)
52		Foreign Qualification
50		Cert. of Qual. or Reg.
51		Foreign Name Registration
13	15	1 Certified Copy 9
56		Penalty
54		For. Supplemental Cert.
73		Cert. of Conveyance
		_____
		_____
		_____
75		Special Fee
80		For. Limited Partnership
83		Cert. Limited Partnership
84		Amendment to Limited Partnership
85		Terminaton of Limited Partnership
21		Recordation Tax
22		State Transfer Tax
23		Local Transfer Tax
31		____Corp. Good Standings
NA		Foreign Corporation Registration
87		____Limited Part. Good Standings
71		Financial
600		_____ Personal Property Reports and _____ late filing penalties
___		Other _____
___		Other _____

TOTAL FEES _____

63 Check _____ Cash

_____ Documents on _____ checks

APPROVED BY: A

Name Change
(New Name) _____

___ Change of Name

___ Change of Principal Office

___ Change of Resident Agent

___ Change of Resident Agent Address

Code_____

ATTENTION:_____

MAIL TO ADDRESS:_____

Kemp Kennedy & Lucy
100 Exploration #230
Lexington Park, MD 20653

NOTE:

CERTIFIED COPY MADE

2975 0324

LIBER 001 PAGE 79

LIBER 0060 FOLIO 459

ARTICLES OF INCORPORATION
OF
BAYBERRY OF ST. MARY'S ASSOCIATION, INC.

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND DECEMBER 10, 1987 AT 9:03 O'CLOCK A. M. AS IN CONFORMITY WITH LAW AND ORDERED RECORDED.

10

ORGANIZATION AND CAPITALIZATION FEE PAID:	RECORDING FEE PAID:	SPECIAL FEE PAID:
$ 20.00	$ 28.00	$

D2462489

TO THE CLERK OF THE COURT OF CHARLES COUNTY

IT IS HEREBY CERTIFIED, THAT THE WITHIN INSTRUMENT TOGETHER WITH ALL INDORSEMENTS THEREON, HAS BEEN RECEIVED, APPROVED AND RECORDED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

RETURN TO:
KENNY, KAMINETZ & LACER
100 EXPLORATION #2030
LEXINGTON PARK MD 20653

112C3010902

A 248722

RECORDED IN THE RECORDS OF THE
STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION OF MARYLAND IN LIBER, FOLIO 2375. 2314

STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND

ATS-080

Ref: Bayberry of St. Mary's Association, Inc.

MARY R. BELL, CLERK

DEC 29 1988

BYLAWS

COUNTRY LAKES HOMEOWNERS ASSOCIATION, INC.

December 31,1988

LIBER 601 PAGE 80

ARTICLE I

NAME AND LOCATION. The name of the corporation is COUNTRY LAKES HOMEOWNERS ASSOCIATION, INC., here in after referred to as the "Association". The principal office of the corporation shall be located at Mechanicsville, Maryland, but meetings of members and directors may be held at such places within the State of Maryland, County of St. Mary's, as may be designated by the Board of Directors.

10:27AM01/03/89E RECORD $50.00

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to Country Lakes Homeowners Association, Inc., its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Declarant" shall mean and refer to Country Lakes, a Maryland Partnership, its successors and Assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded among the land records of St. Mary's County, Maryland.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequest regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 4:30 o'clock, p.m. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of nine (9) directors, who need not be members of the Association.

Section 2. Term of Office. At the first annual meeting the members shall elect three directors for a term of one year, three directors for a term of two years and three directors for a term of three years; and at each annual meeting thereafter the members shall elect three directors for a term of three years.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nomination Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association.

The Nominating Committee shall be Appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. Electing. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same.

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the Common Area to be maintained.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Association shall be president and vice-president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president

or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by apointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Vice-President

The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers

requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE IX
COMMITTEES

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X
BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by

any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI
ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing Lien upon the property against which the assessment is made. 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 6 percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same as foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waiver or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

ARTICLE XII
CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: COUNTRY LAKES HOMEOWNERS ASSOCIATION, INC.

ARTICLE XIII

AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy, except the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is Class B membership.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XIV

MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the directors of the Country Lakes Homeowners Association, Inc. have hereunto set our hands this 31st day of December, 1988.

Clerton N. Bears
Cynthia A. Bears Treasurer
Kim A. Hills
Robert L. Store

Michele L. Collins
Mary E. Trowbridge
Mark A. Trowbridge

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of the Country Lakes Homeowners Association, a Maryland corporation, and,

THAT the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 31st day of December, 1988.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 31st day of December, 1988.

Sarah L. Hall
Secretary

SEAL

MODIFICATIONS TO THE

BY-LAWS OF THE COUNTRY

LAKES HOMEOWNERS ASSOCIATION

LIBER 001 PAGE 93

A. ORIGINAL

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 4:30 o'clock, P.M. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

B. REVISION

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association. Subsequent meetings of the members shall be held at least annually at a time and place determined by the Board of Directors.

C. REASON FOR CHANGE. The original wording is far too restrictive. The initial meeting was held on a Sunday afternoon at the Mechanicsville Fire Department. Since then, the Association has held quarterly, not annual general membership meetings. These meetings are held in the evening on the second Tuesday of March, June, September and December at the local

Elementary School. We would like the By-laws to allow the Association the flexibility to change dates and times of meetings as circumstances warrant. The Association feels that the revised wording provides this flexibility.

2.A. ORIGINAL

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of nine (9) directors, who need not be members of the Association.

B. REVISION

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board consisting of at least nine (9) Directors, but may include as many as eleven (11), thirteen (13), up to a maximum of fifteen (15) Directors in any fiscal year. Directors need not be members of the Association.

C. REASON FOR CHANGE. The Association is trying to encourage participation from its members. In the past nominees have lost election to office and have become disenchanted with our organization. In addition, all Board Members cannot attend every Board of Directors Meeting. These meetings are held monthly. Consequently, some months it is hard to get a quorum. Therefore, giving the Association the flexibility to modify the number of Directors on a yearly basis should help in strengthening participation throughout the organization by providing a larger support base than before.

3.A. ORIGINAL

Section 2. Duties. It shall be the duty of the Board of Directors to:

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

B. REVISION

Section 2. Duties. It shall be the duty of the Board of Directors to:

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Lot at least fifteen (15) days prior to the start of each annual assessment period;

(2) send written notice of each assessment to every Owner subject thereto prior to the start of each annual assessment period;

C. REASON FOR CHANGE. The Association has traditionally set its dues for the upcoming year during the June General Membership Meeting. Our new fiscal year begins on July 1. In this way all the members can take part in this very important task. The Association feels that setting the dues prior to this time is too early and may contradict/jeopardize the budget, which is approved by the members during the June General Membership

Meeting. Since the June General Membership Meeting is held on the second Tuesday of the month, which can fall no later than June 14, the number of days for fixing the amount of the Assessment prior to the start of each annual assessment period has been changed appropriately. Likewise, the second provision has been changed to be consistent with the first provision. The Association realizes that receipt of dues will take place during the first month of the new fiscal year, rather than in the previous month; however, the Association feels that the increased participation by the members in deciding the budget and the appropriate assessment is worth the one month delay.

4.A. ORIGINAL

ARTICLE XIV

MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

B. REVISION

ARTICLE XIV

MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of July and end on the 30th day of June of every year, except that the first fiscal year shall begin on the date of incorporation.

C. REASON FOR CHANGE. The Association has worked on a July 1-June 30 fiscal year since its inception. The Association feels

LIBER 001 PAGE 97

it unwise to try and collect dues during the Christmas Season. Summer is also the more appropriate time since most Association activities occur during the warmer months, thus, reminding the members of the services performed by the Association. For these reasons collection of dues is made easier.

Merton N. Sears

Sarah L. Hall

Kim A. Hills

Robert L. Stone

Cynthia N. Sears

Michele L. Collins

Mary E. Trowbridge

Mark A. Trowbridge

Ref: Country Lakes Association

JAN 03 1989 MARY R. BELL, CLERK

CONSTITUTION AND BY-LAWS USER 001 PAGE 03
OF
HOLLYWOOD SHORES CIVIC ASSOCIATION, INC

This document will become effective as of May 1, 1973 and will supersede all similar documents prior to that date.

PREAMBLE

WHEREAS, in every community in which citizens are imbued with love of home and comfortable surroundings; in which they are interested in the general welfare of their fellowmen and have the manhood to live up to their convictions; experience has shown that these are desirable citizens; and,

WHEREAS, We feel a need for an Association broad enough to rise above political and denominational creeds to attain results in general improvements for our community.

NOW, therefore; we in thes act of association, pledge ourselves to use all honorable means to secure the improvements we advocate, and to this end invite all residents of the Hollywood Shores Civic Association, Inc., of unselfish motives to unite with us in our endeavor to attain results by means of this non-partisan, non-sectarian organization, and for the furtherance of these objectives we agree to be governed by the following Constitution and Bylaws of the Hollywood Shores Civic Association, Inc.

1:00PM01/03/B9B RECORD $50.00

CONSTITUTION

ARTICLE I - Title and Objective

This Assembly shall be known as the " Hollywood Shores Civic Association, Inc.," and shall have for its objective; to promote the general welfare of the residents of Hollywood Shores Civic Association Subdivision and vicinity.

ARTICLE II - Membership

Any resident or property owner within the bounds of the Hollywood Shores Civic Association Subdivision and prescribed territory as shown and limited on the two plats of said Hollywood Shores Civic Association Subdivion prepared by J. R. Mc Crone, Jr., registered Engineer and Land Surveyor, said plats dated in the years 1953, 1954 and 1955, and hereby incorporated as part of these By-Laws (a copy of which is appended hereto) shall be entitled to membership as set forth in Article IV of the By-Laws of this Association.

ARTICLE III - Officers and Directors

Sec. 1. At the Spring meeting each year three members shall be elected to serve a three year term on the Board of Directors of the Association. The Board of Directors may fill any vacancy on the Board caused by three consecutive unexcused absences by any member from meetings of the Board, or where the vacancy is caused by death or resignation of a member, the Director or Directors will serve only until the next Spring meeting, at which time the Director will be elected to fill the unexpried term. The Board of Directors shall consist of nine active members.

Sec. 2. The officers of this Association shall consist of President, Vice-President, Secretary and Treasurer and they shall be elected by the Board of Directors from among the nine (9) Directors elected at the Spring meeting. The officers shall serve for a period of one or until their successors are duly elected.

ARTICLE IV - Duties of Officers

Sec. 1. The President or in his absence, the Vice-President, shall preside at all meetings, and in conjunction with the Board of Directors, appount all committees and perform all duties usually appertaining to such an office. On or before February 1, of each year, a nominating committee shall be appointed, the duty of which shall which shall be to nominate directors for the ensuing year.

Sec. 2. The Secretary shall keep connect minutes of all meetings of the Association: he or she shall issue all notices to and conduct all correspondence of the Association under the direction of the Board, he or she shall assist the Treasurer by sending out bills for the annual lot assessment and shall maintain at all times an up-to-date roster with the names and addresses of all active and inactive members and for his or her services shall receive an annual salary of $400.00; he or she shall carefully preserve all all books, documents and papers appertaining to his or her office and shall deliver same to his or her successor in good condition.

Sec. 3. The Treasurer shall receive all dues: he or she shall deposit all funds in the name of the Association in some depository satisfactory to the board of Directors; he or she shall deliver to his or her successor, when duly qualified, all books, paper and monies; pertaining to his or her office. He or she shall keep on file an accurate roster of all members with their connect addresses. The Treasurer shall be bonded at the expense of the Association for the amount of $15,000.00.

ARTICLE V - Auditing

ALL books and accounts shall be audited by a commiteeor or not less than two members once each year, or at such other times as the Association deems necessary, and by an accredited auditor at least once a year.

LIBER COMMUNITY

ARTICLE VI - Community Property

No community property shall ever be leased, rented or in any other manner be conveyed to private individuals or organization where the is to make a profit for those individuals.

ARTICLE VII - Dissolution

This Association shall not be dissolved so long as thirty(30) members in good standing desire its continuance.

ARTICLE VIII - Amendments

The Constitution of this Association may be ammended by a two-thirds vote of a majority of the members in good standing present at an annual meeting or special meeting of the Association, provided written notice of the proposed amendment shall have been furnished each member at least thirty (30) days prior to such meeting.

BY-LAWS

ARTICLE I - Meeting and Quorum

Sec. This Association will meet once a year, the first Saturday in May. The Secretary shall notify all members in writing ten (10) days in advance giving the time and place of the annual meeting.

Sec.2. Special meetings may be called by the President or by a majority of the Board of Directors or by thirty (30) members in good standing. Each member shall be notified of the time, place and purpose of such a meeting, in writing addressed to his residence as shown on the books of the Association, ten (10) days in advance.

ARTICLE II - Election of Officers and Directors

Sec. 1. The annual election of officers and directors shall be held at the annual meeting in May.

Sec. 2. The election and installation of officers shall take place at the May meeting as the last order of business.

ARTICLE III - Board of Directors

Sec. 1. The Board of Directors shall meet on call of the President or Vice-President or at the request of any group of four (4) members of the Board of Directors. The Board of Directors may at any meeting consider and act upon any matters brought to its attention by any member of the Association. The board of Directors shall have complete charge and responsibility of all club property. They shall be empowered to enforce the rules and regulations under which the property owners and their families may use and enjoy the privileges of the Association's property and for good and just cause shall have within their power the right to bar any member and member and his family from use of such facilities if it is proven that such members violates the Association rules and it is not to the best interest of the club to have him on the premises.

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ADDENDUM TO ARTICLE IV

Membership.

BY- LAWS

ARTICLE IV - Membership

Sec. 1. There shall be three typs of membership in the Association: Active Membership, Tenant Membership and Associate Membership. An Active Membership is the only voting membership in the Association and may be held only by a Hollywood shores property owner who is current in the payment of all dues and assessments. The amount of dues for all types of membership will be determined annually by the Board of Directors with the approval of the membership at the annual meeting in May.

A. The dues for Active Membership of a family is hereby set at _____ per family per year to be paid on May 1st of each year. An Active Membership guest card is not transferable to anyone and may not be used by non-member property owners or tenants od Hollywood Shores.

B. A Tenant Membership is available to a tenant famioy, whose landload is current in all assessments, for dues of _____ per family per year. Tenant Membership is privileged to use all recreational facilities. The tenant member may purchase guest card privileges; no more than two guest cards to cost $25.00 each year per guest card for the use of the recreational facilities. The guest card to be limited to a family of five.

C. An Associate Membership is a membership available to persons who are not property owners or tenants, and who are recommended by an active member of Hollywood Shores Civic Association, Inc., who hold such memberships for the purpose of enjoying the use of facilities as may be designated from time to time by the Board of Directors. The Board of Directors on the membership at a regular meeting may LiImt the number of Associate Memberships that are available annually. The Board of Directors herby sets the dues for Associate Membership to be _____ per year per family.

Sec. 2. Whereas, by vinture of his deed or contract each lot owner is required to pay, beginning with the year 1956, an annual assessment of $10.00 per lot per year, the number of lots to be assessed as determined in accordance with the recorded subdivision plat of Hollywood Shores, St. Mary's, Maryland. A property owner may not be instated or reinstated as an active member until past years assessments and dues and current years assessments and dues are paid to the Hollywood Shores Civic Association, Inc. A property owner and his family and/or his tenant and his family that are not current in all assessments and dues may not use the facilities of Hollywood Shores Civic Association, Inc.

Sec. 3. Only Active Members, i.e. members who are current in all assessments and dues to date, may vote and each family shall have one vote regardless of the number of lots owned.

Sec. 4. Where more than one adult family are registered owners of a single lot, the Board of Directors shall impose annual dues, as set forth in these By-Laws, for membership on each additional family. Where unrelated adults are tenants in a single residence the Board of Directors shall determine what constitutes a tenant membership.

Sec. 5. No expenditures shall be made in a current year in excess of the current revenue and cash on hand except on approval of a majority of the members present that constitute a quorum at a regular or special meeting.

ARTICLE V - Limitations of Membership

Sec. 1. A family membership sall be defined as a lot owner and his dependdents.

ARTICLE VI - Method of Voting

Sec. 1. Procedure for nominations of persons as candidiates for election for director shall be governed as follows: Three members appointed by the Board of Directors shall constitute the committee of nominations. No officer or member of such committee may be selected as a mominee. The committee shall prepare and the Secretary of the Association shall post on the Bulletin Board at least thirty (30) days before the annual meeting of the members a list of nominations for Director to be elected there at by the members of the Association. The Secretary shall see that each member of the Association has with the notice of the Annual meeting (which notice shall set forth the time and place thereof) a list of those nominated as canidates for Director to be elected, and that the Association accept Robert Rules of Order.

ARTICLE VII

These By-Laws of this Association may be amended by a two-thirds vote of the membersin good standing present at any meeting of the Association.

THE FOLLOWING ARE THE RESTRICTIONS WHICH SHOULD BE LISTED ON YOUR DEED. THEY WERE SET UP BY LAW WHEN THE LAND WAS SUB-DIVIDED AND MAY BE ENFORCED BY APPROPRIATE LEGAL PROCEEDINGS.

1. No tents or trailers, or temporary buildings, may be placed on said Lot.
2. No business may be conducted on said lot.
3. No outside toilets may be erected.
4. That no signs for advertising purposes shall be erected or placed theron.
5. That all buildings erected theon shall be placed and set back no less than 25 feet from the street line, and shall conform to the laws of the State and other regulations of St' Mary's Cty.
6. Only single family dwellings and one or two garages may be constucted on said lot. No used or salvaged material may be used on the exterior of any building and all dwellings must have a minimum floor area of 600 square feet. all buildings and plumbing shall conform to the laws of the State and other regulatons of St'Mary's Cty.
7. The above restrictions shall not apply to lots 9 through 16 inclusive of Block L as shown on Plat #2 of Hollywood

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7. The above restrictions shall not apply to Lots 9 through 16 inclusive of Block L as shown on Plat #2 of Hollywood Shores's.
8. Prior to building, all plans and specification must be approved by the seller or the Hollywood Shores Improvement Association.
9. An assessment of $10.00 per Lot per year payable to the Hollywood Shores Improvment Association, will be imposed beginning 1956 for the maintenance of roads, association property & beach areas.
10. The premises shall be conveyed subject to easements now imposed or to be imposed through the streets on along the lot lines for the purpose of supplying public utilities. Being all and the same land conveyed to the within Grantors by a deed dated Aug. 8, 1962, by Thomas M. Burroughs et ux., which deed is recorded among Land records of St. Mary's County, Maryland, at Liber C.B.G. No. 102, folio 455.

HOLLYWOOD SHORES CIVIC ASSOCIATION, INC

by Harry W. Shaver
President

LIBER 001 FOLIO 104

HOLLYWOOD SHORES CIVIC ASSOCIATION, INC.
ARTICLES OF INCORPORATION

THIS IS TO CERTIFY:

FIRST: That we, the subscribers, Oliver R. Guyther, whose Post Office address is Leonardtown, Md., "W." "P." Gunter, whose Post Office Address is Hollywood, Md., and Albert J. Fortin, Sr., whose Post Office address is Hollywood, Md. all being of full legal age, do, under and by virtue of the General Laws of the State of Maryland authorizing the formation of Corporations, associate ourselves with the intention of forming a Corporation.

SECOND: The name of the Corporation (which is hereinafter called the Corporation) is HOLLYWOOD SHORES CIVIC ASSOCIATION, INC.

THIRD: The purposes for which the Corporation is formed and the business or objects to be carried on or promoted by it are as follows:

The promotion of the general welfare of the residents of the community known as HOLLYWOOD SHORES SUBDIVISION: the improvement of the surroundings and living conditions of said community: the promotion of civic responsibility and betterment: the fostering and encouraging of progress and community promotion: the improvement of the general health, safety, and welfare of all of the residents of the said HOLLYWOOD SHORES SUBDIVISION: the acquisition of such real estate and or personal property as may be necessary or desirable to carry out the purposes for which this corporation is formed, including the right to pledge, mortgage, and hypothecate the same as the same may be necessary or desirable: and the right to engage in, perform or do any other act or things and to exercise any other powers or duties whatsoever that may be necessary for the successful carrying out of the hereinabove mentioned purposes of said corporation.

FOURTH: The post office address of the place at which the principal office of the Corporation in this state shall be located is Hollywood Shores, Hollywood, Maryland. The resident agent of the corporation is Oliver R. Guyther, whose post office address is Leonardtown, Maryland. Said resident agent is a citizen of the state of Maryland and actually resides therein.

FIFTH: the Corporation may have as many as nine directors, and Oliver R. Guyther, "W." "P." Gunter, Albert J. Fortin Sr., shall act as such until the first annual

LAW OFFICES
LOKER & GUYTHER
LEONARDTOWN, MD.

meeting or until their successors are duly chosen and qualified.

SIXTH: In as much as this Corporation is a non-profit corporation formed solely for the betterment of the community, known as Hollywood Shores Civic Association, Inc., and is, therefore a non-stock corporation, there shall be no authorized capital stock of said corporation, and no shares of stock, shall at this time, be issued.

SEVENTH: The duration of the corporation shall be perpetual.

IN WITNESS WHEREOF, we have signed these Articles of Incorporation on August 16, 1956.

WITNESS:
Mary A. Hayden

Oliver R. Guyther
"W". "P". Gunter
Albert J. Fortin, Sr.

STATE OF MARYLAND, COUNTY OF ST. MARY'S, TO WIT:

I hereby certify that on this 16th day of August, 1956, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared Oliver R. Guyther, "W". "P". Gunter, and Albert J. Fortin, Sr. and severally acknowledged the foregoing Articles of Incorporation to be their act.

WITNESS my hand and notarial seal:

Mary A. Hayden
NOTARY PUBLIC

LAW OFFICES
BAKER & GUYTHER
LEONARDTOWN, MD.

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STATE TAX COMMISSION OF MARYLAND

THIS IS TO CERTIFY That the within instrument is a true copy of the Articles of Incorporation of

HOLLYWOOD SHORES CIVIC ASSOCIATION, INC.

as approved and received for record by the State Tax Commission of Maryland, August 28, 1956 at 9:01 o'clock A.M.

AS WITNESS my hand and official seal of the said Commission at Baltimore this 30th day of August, 1956

Charles A. Bartgis
Acting Secretary

Mailed to: Hollywood Shores Civic Assoc.

JAN 3 1989

MARY R. BELL, CLERK

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BEACH MANAGEMENT CORPORATION OF GOLDEN BEACH, MARYLAND, INC.
P. O. BOX 142
CHARLOTTE HALL, MARYLAND 20622

301-884-3622

Bemanco (Shoreline Beach, Inc.)
By-Laws Effective August 27, 1972
Amended March 15, 1973
Amended December 9, 1973
Amended December 12, 1974
Amended December 11, 1975
Retyped 12-4-78
Retyped 1-1-89

3:26PM01/20/89A MDMASC $50.00

Article I Title and Purposes

1. The title of this corporation shall be "Beach Management Corporation of Golden Beach, Maryland". The abbreviated title shall be "Bemanco".

2. The purpose of this corporation shall be the operation and maintenance of the two community bathing beaches, the two community piers and ramps with the land adjacent thereto, and the land area known as Long Point, all located in the subdivision of Golden Beach in St. Mary's County, Maryland; to collect the annual charges of twenty-eight ($28.00) dollars per lot from all lot owners in this subdivision and to devote all income, over and above the costs of operation and maintenance of said lands (after setting aside a prudent reserve for same) to projects and improvements determined by the Board of Directors of the corporation to be beneficial to the health, welfare and living conditions of the community of Golden Beach.

Article II

Organization

1. The management of the corporation shall be vested in the officers and directors, hereinafter referred to collectively as the board.

2. Officers shall be a President, a Vice-President, a Secretary, and a treasurer; all to be elected annually.

3. There shall be seven (7) Directors elected to two-year terms, except that in the initial election three (3) of the Directors shall be elected to serve one-year terms.

4. Except for the Secretary and the Treasurer (or the Secretary-Treasurer), no officer or director shall be eligible for the election to the same office for more than two (2) full consecutive terms. Additionally, the immediate past-president shall be automatically appointed to serve a two-year term as a

Director or until he is replaced by a succeeding past-president, whichever is the shorter period.

5. The Golden Beach Citizens Association shall be entilted to name a delegate to serve as a liaison representative with the corporation. This delegate shall be entitled to participate in the proceedings of the board, but shall not be entitled to a vote.

6. Five (5) members of the board shall constitute a quorum.
7. Vacancies in Office of Director positions shall be filled for the unexpired term by majority vote of the remaining members of the Board.

8. Directors shall serve without compensation, but the board may authorize reimbursement for appropriate expenses.

9. Directors may serve the corporation in any other capacity and receive compensation therefore, as may be authorized by the board.

10. No person shall simultaneously hold more than one office, except that one person may hold both the office of Secretary and Treasurer.

11. Any office or director of the corporation may be suspended by a two-thirds vote of the board at any meeting of the board, provided notice of such meeting advises in writing that such action is to be considered.

12. The board may, by majority vote, appoint a replacement to serve during the suspension of an officer or director.

13. An officer or director may request his own suspension and replacement for a period to coincide with his extended absence or disability.

14. The board may authorize an officer, director, or agent to select and employ, and this delegated authority shall include the right to terminate the persons selected and employed thereunder.

15. Agents or employees appointed directly by the board may be removed only by two-thirds vote at any meeting of the board, provided that the notice of such meeting advises in writing that such action is to be considered.

16. The President shall be the chief executive of the corporation, shall preside at all meetings of the members and the board, shall have general active management of the business of the corporation, and shall see that orders and resolutons of the board are carried into effect. He shall execute bonds, mortgages, and other contracts requiring a seal, under the seal of the corporation, except where such papers are required or permitted by the law to be otherwise signed and executed, and

except where the board shall expressly delegate to some other officer or agent of the corporation the signing and execution of such papers. He shall perform such other duties as are incident to his office.

17. The Vice-President shall, in the absence or disability of the president, perform the duties and exercise the power of the president. He shall perform such other duties and have such other powers as the board may prescribe.

18. The Secretary shall attend all meetings of the board and of the members, and shall record the proceedings of the meetings in a book to be kept for that purpose. The secretary shall perform like duties for the standing committes when required. The secretary shall keep in safe custody the seal of the corporation, and when authorized by the board, shall affix the same to any instrument requiring it, and when so affixed it shall be attested by the signature of the secretary. The secretary shall be in charge of the membership records. The secretary shall serve under the supervision of the board and of the president, and shall perform such duties as they may prescribe.

19. The Treasurer shall have custody of the corporate funds and securities and shall keep full and accurate account of receipts and disbursements in books belonging to the corporation, and shall deposit all monies and other valuable effects in the name and to the credit of the corporation in such depositories as may be designated by the board. The treasurer shall make disbursements as authorized by the Board of Directors and take vouchers for same. The treasurer shall report to the president and the board whenever required an account of all transactions performed as treasurer, and of the financial conditon of the corporation.

20. In the absence or disability of the secretary or treasurer, the president, with approval of the board, may designate a director to perform the duties of either, provided that the board shall have sole determination of the circumstances under which a substitute for the treasurer may perform duties for which a bond would be appropriate.

21. The treasurer shall give the corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the board for the faithful performance of the duties of his office. Bond premiums shall be paid for by the corporation.

ARTICLE III

Meetings of the board

1. Regular meetings of the board shall be held at least quarterly upon at least five days notice, at such time and at such place as shall from time to time be determined by the board.

2. Special meetings of the board may be called by the President,

or shall be called on the written request of five members of the board. Members of the board shall be given at least two days notice of any special meeting of the board.

ARTICLE IV

Elections

1. Officers and directors shall be elected at the annual meeting of members.
2. The president shall appoint a nominating committee which shall nominate at least one available candidate for each position of officer or director to be filled at the annual election.

3. Notices of the annual meeting shall include the names of the candidates offered by the nominating committtee.

4. Nominations will be accepted from the floor at the annual meeting.

5. Members unable to attend the annual meeting may designate, in writing to the secretary, any member of Bemanco to serve as his proxy and the authorized proxy shall be entitled to act and to vote on behalf of the authorizing member.

6. When there is more than one candidate for the same vacancy, the candidate receiving the most votes will be elected.

ARTICLE V

Committees

1. The board shall determine the classes and tenure of committees and their method of appointment.

2. Committee chairmen and members shall serve without compensation, but the board may authoize payment of appropriate expenses.

ARTICLE VI

Membership

1. There shall be one class of membership in the corporation.

2. Membership is open to an owner of a lot or lots in Golden Beach upon application for membership and payment for a membership fee of $100.00, provided that no one may acquire more than one membership for each lot owned.

3. If property is owned by more than one person jointly, any membership based on such property shall be the membership of one of the owners, as they may elect. A member in such case may designate in writing a co-owner to exercise his perogatives in his absence, including voting, and such designee shall have the

right to participate in meetings, but shall not vote if the member is present.

4. Each membership shall entitle the owner thereof to one vote.

5. A certificate of membership shall be issued to each member. Any challenge to the validity of such a certificate shall be resolved by reference to the records of the corporation.

6. Membership certificates are not transferable. Certificates of membership shall be issued by the corporation to the recipients of transferred memberships upon satisfactory proof of such transfer in accordance with section 7, below.

7. Membership transfers. A member may transfer his/her membership to any person or persons eligible for such membership under one or more of the following provisions:

(a) upon sale or transfer of the lot concerned to the new owner, provided the member gives written and signed notice to the corporation of the transfer, new owner, lot identification and effective date.

(b) Upon sale or transfer of the membership by the member to an owner of a lot eligible for membership, provided the member gives written and signed notice to the corporation of the transfer, the transferee lot owner, lot identification and effective date.

ARTICLE VII

Meetings of Members

1. The President shall convene the annual meeting of the members not earlier than January 1 nor later than January 31, unless the board determines by a two-thirds vote that circumstances require a different date.

2. Special meetings of the members may be called by the president, and shall be called upon determination of a majority of the members of the board, or on receipt of a petition signed by not less than ten percent of the members of the corporation.

3. Written notice of a meeting of the members shall be mailed or delivered to each member of the corporation not less than five nor more than thirty days before the date of the meeting. Such notice shall specify the place, day and hour of the meeting. The notice of a special meeting shall specify the purpose or purposes for which the meeting is called.

4. Notices of meetings shall be deemed to have been given when deposited in the mail addressed to the member at his address as shown on the membership records of the corporation.

5. A proxy form shall be distributed with all notices of

meetings.

6. Business transacted at any special meeting shall be confined to the purposes stated in the notices thereof.

7. Ten percent of the members of the corporation, whether present in person or represented by proxy, shall constitute a quorum at meetings of members.

8. The board may submit questions to the membership for voting by mail, and the results will be binding if at least ten percent of the membership return valid ballots.

9. Each member, whether present or not, shall at the time of the annual membership meeting be furnished, a financial statement showing in reasonable detail the assets and liabilities of the corporation, and a report of its operations for the preceding year.

ARTICLE VIII

Finances

1. The corporation may issue bonds and borrow money to further the purposes of the corporation as set forth in Article I.

2. An annual audit shall be conducted and the result of such audit shall be reported to the membership.

3. The accounting period shall be the calendar year.

ARTICLE IX

Limits of Responsibility

1. No officer or director of the corporation, acting as such within the scope of authority vested in him by the Articles of Incorporation or by these by-laws, shall be held personally liable for the consequences of such action in the absence of personal misconduct or breach of fiduciary duty in the exercise of such duties. For the purposes of this section, the term "authority" shall include those duties and responsibilities which are either express or reasonably implied as necessary to the effective discharge of the duty in question.

ARTICLE X

Miscellaneous

1. Unless otherwise provided, all formal proceedings of the corporation shall be conducted in accordance with Robert's Rules of Order (revised).

2. For the purposes of the corporation and of these by-laws, the term "Golden Beach" shall mean those parcels of ground, situated

in the 5th Election District of St. Mary's County, State of Maryland, which are included in the subdivision plat entitled "Golden Beach", prepared by J. R. McCrone, Jr. Inc., and filed among the plat records of said county, which parcels have heretofore or may hereafter be sold by Golden Beach Inc. under covenants granting purchasers recreational use of community beaches and piers, and requiring the payment of an annual fee for the maintenance of such facilities.

3. These by-laws may be amended by a two-thirds vote at any regular meeting of the members of the corporation, provided that the notice of such meeting includes notice of the proposed amendment, and provided further that, if such notice fails to provide a quorum, the by-laws may be amended by a two-thirds majority of those voting by mail under the provisions of Article VII, Section 6.

Submitted to the Clerk of the Circuit Court for St. Mary's County

President Larry J. Poe — LARRY T. POE

Vice-President Richard A. Copsey — RICHARD A COPSEY

Secretary-Treasurer Catherine L. Harris — CATHERINE L HARRIS

Directors John Koterba — JOHN KOTERBA

Roland E. Newkirk — ROLAND E. NEWKIRK

Martha L. Becker — MARTHA L. BECKER

Julian F. Wheaton — JULIAN F. WHEATON

Carolyn Elrod — CAROLYN ELROD

Donald L. White — DONALD WHITE

Barbara Livingston — BARBARA LIVINGSTON

JAN 20 1989

MARY R. BELL, CLE

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ST. GEORGE'S HUNDRED
HOMEOWNERS ASSOCIATION

Pursuant to the Maryland Homeowners Association Act, Title 11-B, Article RP, Annotated Code of Maryland, as amended, ST. GEORGE'S HUNDRED HOMEOWNERS ASSOCIATION hereby deposits the following disclosures for filing in the Homeowners Association Depository of St. Mary's County, Maryland, as of this 7th day of April, 1989.

These disclosures are provided for the subdivision known as St. George's Hundred, located in Great Mills, Eighth Election District of St. Mary's County, Maryland on a certain parcel of real property (the "Property") described in Exhibit A.

St. George's Hundred Homeowners Association, Inc. was formed as a Maryland corporation on September 14, 1988. The Property was subjected to the Amended and Restated Declaration of Covenants, Conditions and Restrictions of St. George's Hundred Homeowners Association (the "Declaration") by the recordation of the Declaration among the Land Records of St. Mary's County, Maryland on January 27, 1989 in Liber 454, at Folio 435.

1. (i) The name, principal address, and telephone number of the Vendor and of the Declarant, being one and the same is:

ST. MARY'S ONE LIMITED PARTNERSHIP
9015 Woodyard Road
Suite 111
Clinton, Maryland 20735
(301) 856-3900

9:19AM 04/10/89D HOMASC $50.00

(ii) The Vendor is a limited partnership formed under the laws of the State of Maryland. The name and address of the General Partner of the limited partnership is:

ST. MARY'S ONE DEVELOPMENT CORPORATION
9015 Woodyard Road
Suite 111
Clinton, Maryland 20735

2. (i) The name of the homeowners association to which the property is subject is St. George's Hundred Association, Inc., which is incorporated in the State of Maryland.

(ii) The name of the Maryland Resident Agent of the Homeowners Association is Stephen H. Scott, Esq. whose address is 9015 Woodyard Road, Suite 111, Clinton, Maryland 20735.

3. (i) The following is a description of the location and size of the Development, including the minimum and maximum number of lots currently planned or permitted to be contained within the Development:

37.425 acres located in the Eighth Election District of St. Mary's County, Maryland, which will be or has been subdivided into a maximum of 144 lots consisting of townhouses configured in groups of two and four. The common area is approximately 10 acres consisting of parking areas, a seeded and landscaped entrance area, roadways, and landscaped and natural areas between improved lots.

(ii) The entrance roadway, St. George's Drive, originally owned by the Declarant, is or will be dedicated to St. Mary's County for public use.

4. The Development is not and will not be within or a part of another Development.

5. The Declarant has not reserved the right to annex additional property adjacent to the Development.

6. Attached to this Addendum is a copy of the Bylaws of the Homeowners Association. The rules of the Homeowners Association are as contained in the Declaration of Covenants, Conditions and Restrictions, or as may be adopted from time to time by the Board of Directors of the Association. There are no other related development bylaws or rules to which the purchaser shall become obligated on becoming an owner of the lot. The bylaws and rules of the Homeowners Association are enforceable against the owner and owner's tenant.

7. The Homeowners Association will own as common area the following: streets, parking areas, curbs, sidewalks, lighting fixtures, storm water management facilities, and open areas.

8. The property is zoned R-15, which allows for a total of 144 townhouses to be built on the property.

9. Information regarding Homeowners Association fees or assessments:

(i) Mandatory Homeowners Association fees or assessments will be levied first on the first day of the month following the conveyance or dedication of the common area.

(ii) The procedure for increasing or decreasing such fees or assessments is as provided for in Article IV, Sections 3 through 5 of the Declaration.

(iii) The method by which fees or assessments that are delinquent will be collected is as provided for in Article IV, Sections 1, and 8 through 10 of the Declaration.

(iv) Unpaid fees or assessments are a personal obligation of the owners of the lots.

(v) Interest is charged on delinquent fees or assessments at a rate of six percent (6%) per annum.

(vi) Delinquent fees or assessments may be enforced by imposing a lien on a lot as provided for under the Maryland Contract Lien Act.

(vii) Lot owners will be assessed late charges and attorney's fees for collecting delinquent fees or assessments.

10. The Declarant reserves the special rights and exemptions as provided for in Article V of the Declaration.

WITNESS/ATTEST:

ST. MARY'S ONE LIMITED PARTNERSHIP

By St. Mary's One Development Corporation, General Partner

Charles D. Reed
Secretary

By: _____
Dennis J. Makielski
President

SCHEDULE A - LEGAL DESCRIPTION

BEGINNING at a point on the easterly side of Chancellors Run Road, 40 ft. right-of-way, said point being the southwesterly corner of property now-or-formerly Thomas L. Leonard as recorded among the land records of St. Mary's County, Maryland in liber MRB 239 folio 177; thence from said point of BEGINNING and running with said Leonard S 85 degrees 23 minutes 45 seconds E a distance of 791.90 ft. to a point at the southwesterly corner of property now-or-formerly Alphonso Hewitt as recorded among the above mentioned land records in liber 15 folio 434; thence running with said Hewitt S 84 degrees 52 minutes 23 seconds E a distance of 1140.63 ft. to a point at the northwesterly corner of property now-or-formerly Joseph M. Heard as recorded among the above mentioned land records in liber 28 folio 374; thence running with said Heard S 41 degrees 27 minutes 09 seconds E a distance of 221.93 ft. to a point; thence by the same S 48 degrees 08 minutes 36 seconds W a distance of 293.88 ft. to a point; thence by the same S 33 degrees 43 minutes 25 seconds W a distance of 274.73 ft. to a point; thence by the same S 28 degrees 13 minutes 32 seconds W a distance of 113.21 ft. to a point on the line of property now-or-formerly Helen G. Strickland as recorded among the above mentioned land records in liber 9 folio 389; thence running with said Strickland Rd. S 63 degrees 20 minutes 44 seconds W a distance of 213.78 ft. to a point; thence by the same S 66 degrees 50 minutes 32 seconds W a distance of 297.96 ft. to a point; thence by the same S 43 degrees 41 minutes 33 seconds W a distance of 225.62 ft. to a point on the northerly side of Strickland Rd., 40 ft. right-of-way; thence running with said Strickland Rd. S 43 degrees 34 minutes 44 seconds W a distance of 198.07 ft. to a point; thence N 87 degrees 54 minutes 10 seconds W a distance of 346.32 ft. to a point at the southeasterly corner of property now-or-formerly F. and H. INC. as recorded among the above mentioned land records in liber 249 folio 201; thence running with said F. and H. INC N 00 degrees 29 minutes 44 seconds E a distance of 788.00 ft. to a point; thence by the same N 87 degrees 54 minutes 14 seconds W a distance of 555.00 ft. to a point on the AFORESAID Chancellors Run Rd.; thence with said Chancellors Run Rd. N 00 degrees 24 minutes 26 seconds E a distance of 554.96 ft. to the place of BEGINNING.

CONTAINING 37.425 acres of land SUBJECT to title search and to any and all rights-of-way and/or easements of records.

NOTE: THIS DESCRIPTION INCLUDES THE PROPERTY DEEDED TO ST. MARY'S ONE LIMITED PARTNERSHIP BY DEED RECORDED IN LIBER 414 AT FOLIO 352 AND THE 6.996 ACRE PARCEL WHICH WAS EXCEPTED FROM THAT DEED AND SUBSEQUENTLY DEEDED TO ST. MARY'S ONE LIMITED PARTNERSHIP BY DEED TO BE RECORDED PRIOR HERETO.

BY-LAWS

OF

ST. GEORGE'S HUNDRED ASSOCIATION, INC.

ARTICLE 1

NAME AND LOCATION

The name of the corporation is ST. GEORGE'S HUNDRED ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the corporation shall be located at 9015 Woodyard Road, Suite 111, Clinton, Maryland 20735, but meetings of members and directors may be held at such places within the State of Maryland, County of St. Mary's, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to ST. GEORGE'S HUNDRED ASSOCIATION, INC., a Maryland nonprofit corporation, its successors and assigns.

Section 2. "Property" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Property with the exception of the Common Area.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Property, or, if the 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, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Declarant" shall mean and refer to St. Mary's One Limited Partnership, a Maryland limited partnership, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Property dated the 20th day of September, 1988, and recorded on the same date among the land records of St. Mary's County, Maryland, in book 432 at page 450.

Section 8. "Member" shall mean and refer to those persons entitled to membership in the Association as provided in the Declaration.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, which is September 14, 1988, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 8:00 o'clock, P. M., or on such other annual date and time as may be fixed by the Board of Directors. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the President or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary of the Association or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, not more than sixty (60) nor less than fifteen (15) days before such meeting, to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice

other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary of the Association. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of the Association shall be managed by a Board of three (3) directors, who need not be members of the Association.

Section 2. Term of Office. At the first annual meeting the members shall elect one (1) director for a term of one (1) year, one (1) director for a term of two (2) years and one (1) director for a term of three (3) years; and at each annual meeting thereafter the members shall elect one (1) director for a term of three (3) years.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, a successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of the predecessor.

Section 4. Compensation. No director shall receive compensation for any service the Director may render to the Association. However, any director may be reimbursed for the Director's actual expenses incurred in the performance of the Director's duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a duly held meeting of the Board of Directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman,

who shall be a member of the Board of Directors, and two (2) or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration and the Articles of Incorporation. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two (2) directors, after not more than thirty (30) nor less than three (3) days written notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

(a) Adopt and publish reasonable rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) Suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

(c) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

(d) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;

(b) Supervise all officers, agents and employees of this Association, and see that their duties are properly performed;

(c) As more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period;

(3) foreclose at its discretion the lien against any Lot for which assessments are not paid within thirty (30) days after the due date and/or bring an action at law against the owner personally obligated to pay the same; and

(4) provide for the use of annual and special assessments as set forth in the Declaration.

(d) Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) Procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) Cause the Common Area to be maintained;

(h) Cause the exterior of the dwellings to be maintained as set forth in the Declaration;

(i) Enter into an agreement with first mortgagees of Lots in the Property to provide that such first mortgagees, jointly or singly, may pay taxes or other charges which are in default and which may or have become a charge against the Common Area of the Association, and such mortgagees may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy for such property, and such first mortgagees, upon making such payments, shall be owed immediate reimbursement therefor from the Association;

(j) Establish, levy, assess and collect all assessments referred to or authorized in the Declaration.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a President and Vice-President, who shall at all times be members of the Board of Directors, a Secretary, and a Treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless and until a successor is elected, or the officer shall sooner resign, or shall be removed, or otherwise be disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer replaced.

Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

(a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Vice President

(b) The Vice-President shall act in the place and stead of the President in the event of the President's absence, inability

or refusal to act, and shall exercise and discharge such other duties as may be required by the Board.

Secretary

(c) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

(d) The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE IX

COMMITTEES

The Association may appoint an Architectural Control Committee, as provided in the Declaration, and shall appoint a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint such other committees as deemed appropriate in carrying out its purpose.

ARTICLE X

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the Lot against which the assessment is made. 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 six percent (6%) per annum, and the Board of Directors shall have the right to declare the entire balance of the annual assessment and accrued interest thereon to be, immediately due and payable. The Association may bring an action at law against the Owner personally obligated to pay the same and/or without waiving any other right, may foreclose the lien against the Lot, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waiver or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

The Association may establish and enforce the lien or any assessment, annual or special, established pursuant to the Declaration aforesaid pursuant to the Maryland Contract Lien Act. The lien is imposed upon the Lot against which such assessment is made. The lien may be established and enforced for damages, costs of collection, late charges permitted by law, and attorney's fees provided for in the Declaration or awarded by a Court for breach of any of the covenants of the Declaration.

ARTICLE XII

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: "ST. GEORGE'S HUNDRED ASSOCIATION, INC., MARYLAND 1988", or in lieu thereof the word "[SEAL]" may be placed adjacent to the signature of an authorized officer of the Association.

ARTICLE XIII

AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of all of the members of the Association, except that the Federal Housing

Administration or the Veterans Administration shall have the right to veto any amendments as long as there is Class B membership.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XIV

RIGHTS OF MORTGAGEES

Section 1. Unpaid Assessments. The Association may, upon request and for a reasonable charge, report to a mortgagee of any Lot any unpaid assessment due from the Owner of the Lot or any default by the mortgagor of the Lot in the performance of the mortgagor's obligations as a Lot Owner hereunder, or under the Declaration or the Articles of Incorporation, which is not cured within thirty (30) days. In the event a first mortgagee requests a notice of default, and pays the charge therefor, if no notice of default is given within thirty (30) days after receipt of the request, the Association shall thereafter be estopped to claim any default that occurred prior to the receipt of the Request as respects the said first mortgagee, or any purchaser therefrom upon foreclosure or other exercise of lien rights under the mortgage.

Section 2. Approval Required. In addition to the other provisions of the Declaration, and these By-Laws, and the applicable laws of the State of Maryland, unless at least seventy-five percent (75%) of the first mortgagees (based upon 1 vote for each mortgage) of individual Lots within the Property, have given their prior written approval, the Association shall not be entitled to:

(a) By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer real estate or improvements thereon which are owned, directly or indirectly, by the Association, for the benefit of the Lots, i.e., the Association Property;

The granting of easements for public utilities or for other public purposes consistent with the intended use of the Association Property shall not be deemed a transfer within the meaning of this clause.

(b) Change the method of determining the obligations, assessments, dues or other charges which may be levied against a Lot Owner;

(c) By act or omission change, waive or abandon any scheme or regulations or enforcement thereof pertaining to the architectural design or the exterior appearance of any Lot, the exterior maintenance of Lots, the maintenance of party walls or common fences or driveways, or the upkeep of lawns and plantings in the Property;

(d) Fail to maintain fire and extended coverage on insurable Association Common Area property on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based on current replacement cost);

(e) Use hazard insurance proceeds for losses to any Common Area for other than the repair, replacement or reconstruction of such improvements.

ARTICLE XV

INDEMNIFICATION OF OFFICERS AND DIRECTORS

The Association shall provide any indemnification required by the laws of Maryland and may indemnify directors, officers, agents and employees as follows:

(a) The Association may, in the discretion of the Board of Directors, indemnify any director or officer of the Association who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit or proceedings, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Association) by reason of the fact that he is or was such director or officer or an employee or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the officer or director in connection with such action, suit or proceeding if the officer or director acted in good faith and in a manner which he/she reasonably believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe the conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith, and in a manner which was reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that the conduct was unlawful.

(b) The Association may, in the discretion of the Board of Directors, indemnify any director or officer of the Association who was or is a party or is threatened to be made a party to any threatened, pending, or completed action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that he/she is or was such a director or officer or an employee or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorney's fees) actually and reasonably incurred by said person in connection with the defense or settlement of such action or suit if he/she acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association, except that no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of a duty to the Association unless and only to the extent that the court in which such action or suit was brought, or any other court having jurisdiction, shall determine that, despite the adjudication of liability, in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

(c) To the extent that a director or officer of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in paragraph (a) or (b) of this Article XV, or in defense of any claim, issue, or matter therein, he may be indemnified against expenses (including attorney's fees) actually and reasonably incurred by him in connection therewith, without the necessity for the determination as to the standard of conduct as provided in paragraph (d) of this Article XV.

(d) Any indomnification undragraph (a) or (b) of this Article XV (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the director or officer is advisable in the view of the Board of Directors and is proper in the circumstances because the director or officer has met the applicable standard of conduct set forth in paragraph (a) or (b) of this Article XV. Such determination shall be made (i) by the Board of Directors of the Association by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or even if obtainable, such a quorum of disinterested directors so directs, by independent legal counsel (who may be regular counsel for the Association) in a written opinion; and any determination so made shall be conclusive.

(e) Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding, as authorized in the particular case, upon receipt of an undertaking by or on behalf of the director or officer to repay such amount unless it shall ultimately be determined that the officer or director is entitled to be indemnified by the Association as authorized in this Article XV.

(f) Agents and employees of the Association who are not directors or officers of the Association may be indemnified under the same standards and procedures set forth above, in the discretion of the Board of Directors of the Association.

(g) Any indemnification pursuant to this Article XV shall not be deemed exclusive of any other rights to which those indemnified may be entitled and shall continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors, and administrators of such a person.

ARTICLE XVI

MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the directors of the ST. GEORGE'S HUNDRED ASSOCIATION, INC., have hereunto set our hands this 20th day of September, 1988.

WITNESS:

Sandra K. Houghton

Sandra K. Houghton

Sandra K. Houghton

DIRECTORS:

Dennis J. Makielski

Charles D. Reed

Stephen H. Scott

LIBER 001 FOLIO 131

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting Secretary of the ST. GEORGE'S HUNDRED ASSOCIATION, INC., a Maryland corporation, and,

THAT the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 20th day of September, 1988.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 20th day of September, 1988.

ST. GEORGE'S HUNDRED ASSOCIATION, INC.

By: _____ (SEAL)
Stephen H. Scott
Secretary

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Miskelski Title Corp

APR 10 1989

MARY R. BELL, CLERK

LIBER 001 PAGE 132

Wildewood Neighborhood Three,
Cluster Number One Association, Inc.

Pursuant to the Maryland Homeowners Association Act, Title 11-B, Real Property Article, Annotated Code of Maryland, as amended, Wildewood Neighborhood Three, Cluster Number One Association, Inc. (the "Association") hereby deposits the following disclosures for filing in the Homeowners Association Depository of St. Mary's County, Maryland, as of the 31st day of July, 1989.

These disclosures are provided for the Development known as Wildewood Neighborhood Three, Cluster Number One (the "Development"), located in California, Eighth (8th) Election District of St. Mary's County, Maryland on a certain parcel of real property (the "Property") as is described in Exhibits A and B.

Wildewood Neighborhood Three, Cluster Number One Association, Inc. was formed as a Maryland corporation on November 11, 1980. The Development was subjected to the Declaration of Covenants, Conditions and Restrictions of Wildewood Neighborhood Three, Cluster Number One (the "Declaration") by the recordation of the Declaration among the Land Records of St. Mary's County, Maryland on November 12, 1980, in Liber MRB No. 15, at Folio 35.

1. (i) The name and principal address of the Declarant is:

11:23AM07/31/89 MEMBC $50.00

Wildewood Neighborhood Three
Cluster Number One Association, Inc.
Laurel Hill Drive
California, MD 20619

(ii) The Association is a corporation formed under the laws of the State of Maryland. Correspondence should be addressed to:

Wildewood Neighborhood Three
Cluster Number One Association, Inc.
Laurel Hill Drive
California, MD 20619

Attn. President, Board of Directors
(Currently Rob Sloan, 11 Laurel Hill Drive)

2. (i) The name of the homeowners association to which the property is subject is Wildewood Neighborhood Three, Cluster Number One Association, Inc. which is incorporated in the State of Maryland.

(ii) The name of the Maryland Resident Agent of the

homeowners association is that of president--, and was formerly Gerald J. Pannick (Gerald J. D'Wynter) of 5 Laurel Hill Drive, California, MD.

3. (i) The location and size of the Development, including the minimum and maximum number of lots currently planned or permitted to be contained within the Development is as described in the Articles of Incorporation of Wildewood Neighborhood Three, Cluster Number One (Exhibit A hereto) and in the Declaration of Covenants, Conditions and Restrictions of Wildewood Neighborhood Three, Cluster Number One (Exhibit B hereto).

   (ii) The entrance roadway, Laurel Hill Drive, is dedicated to St. Mary's County for public use.

4. The Development is not and will not be within or a part of another development.

5. The Declarant has not reserved the right to annex additional property adjacent to the Development in the Declaration.

6. Attached to this Disclosure are copies of the Articles of Incorporation (Exhibit A), the Declaration of Covenants, Conditions and Restrictions (Exhibit B), the Bylaws of the Homeowners Association (Exhibit C) and the Architectural Review Procedures and Regulations as amended by appended Resolution of the Board of Directors (Exhibit D). The rules of the Homeowners Association are as contained in the aforementioned documents, or as may be adopted from time to time by the Board of Directors of the Association. There are no other related development bylaws or rules to which the purchaser shall become obligated on becoming an owner of the lot. The bylaws and rules of the Homeowners Association are enforceable against the owner and owner's tenants.

7. The Association will own as common area the following: streets, parking areas, curbs, sidewalks, lighting fixtures, storm water management facilities, and open areas, including that open area described in Exhibit E to the disclosure.

8. The property is zoned *POR-35* and is subject to land use requirements affecting the unincorporated areas of St. Mary's County, Maryland.

9. Information regarding homeowners association fees and assessments is as follows:

(i) Mandatory homeowners association fees and assessments were first levied against all Lots within the Development on the first day of April, 1981, following conveyance of the Common Area by deed recorded the 16th day of March, 1981 in Liber 092, at page 383 in the land records of St. Mary's County, Maryland, a copy of which is attached hereto as Exhibit E. Such annual assessments have been and will be levied against each Lot on the first day of January of each year following conveyance of the Common Area. Special assessments for capital improvements upon the Common Area may be levied as provided for in Article IV, Section 4 of the Declaration.

(ii) The procedure for increasing or decreasing such fees or assessments is as provided in Article IV, Sections 3 and 4 of the Declaration.

(iii) The method by which assessments and delinquent charges will be collected is as provided for in Article IV, Sections 7 through 9 of the Declaration.

(iv) Unpaid assessments are the personal obligation of the owner of each Lot as provided in Article Iv, Section 1 of the Declaration.

(v) Unpaid assessments bear interest at the rate provided in Article IV, Section 8 of the Declaration.

(vi) Unpaid assessments may be enforced by imposing a lien as provided for in Article IV, Sections 8 and 9 of the Declaration, and otherwise as is provided for under the terms of the Maryland Contract Lien Act.

(vii) Late charges will not be assessed for collecting unpaid assessments. Attorneys fees and other consequences of nonpayment of assessments are as provided for in Article IV, Section 1, 8 and 9 of the Declaration.

10. Special rights and exemptions reserved by or for the benefit of the Declarant are described as follows:

(i) Reserved rights to conduct construction activities within the Development are as described in Article VI, Sections 2 and 3 of the Declaration.

(ii) There are no rights or exemptions reserved by or for the benefit of the Declarant to pay a reduced homeowners assessment.

(iii) There are no exemptions from use restrictions or architectural control provisions by which the vendor (as Declarant under the Declaration) has maintained or will maintain control over the homeowners association.

11. The name, address, and telephone number of the President of the homeowners association, who is authorized by the Association to provide information regarding the Association and the Development to the public is as follows:

Rob Sloan
11 Laurel Hill Drive
California, MD 20619
301-863-5872

12. The by-laws and rules of the development, to which a purchaser shall become obligated on becoming owners of a lot, and which obligations are enforceable against an owner and the owner's tenants, may be found in Exhibit B, C and D hereto.

Wildewood Neighborhood Three,
Cluster Number One Association
by: The Board of Directors

Robert Sloan, Jr. — 3/20/89 (date)

William Heslop — 7/15/87

Robert Horne — 2-26-89

Kim Chaffin — 7/25/87

Michael O'Connor — 7/25/87

ARTICLES OF INCORPORATION

OF

WILDEWOOD NEIGHBORHOOD THREE

CLUSTER NUMBER ONE ASSOCIATION, INC.

LIBER 001 PAGE 136

'81 JUN 19 AM 9 52

THIS IS TO CERTIFY:

That I, the subscriber, EDMUND W. WETTENGEL, whose address is Box 347, St. Andrews Church Road, California, Maryland 20619, being at least twenty-one (21) years of age, do hereby declare myself as incorporator with the intention of forming a corporation under and by virtue of the General Laws of the State of Maryland, and for such purposes do hereby make, execute and adopt the following Articles of Incorporation:

ARTICLE I

The name of the Corporation is WILDEWOOD NEIGHBORHOOD THREE CLUSTER NUMBER ONE ASSOCIATION, INC., hereinafter called the "Association."

ARTICLE II

The principal office of the Association is located at Box 347, St. Andrews Church Road, California, Maryland 20619.

ARTICLE III

The name and post office address of the Resident Agent of the Association in the State of Maryland shall be Gerald J. Pannill, 5 Laurel Hill Drive, California, Maryland 20619.

ARTICLE IV

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residence Lots and Common Area within that certain tract of real property located in the Eighth Election District of St. Mary's County, aforesaid in Plat Liber M.R.B. 015, folio 35, and more particularly described as follows:

BEGINNING at a point on the southwesterly side of Wildewood Parkway, 70 foot right-of-way, said point being at the intersection of Wildewood Boulevard, 70 foot right-of-way; thence from said point of beginning and running with said Wildewood Parkway by an arc of a circle curving to the left having a radius of 1000.0 feet with an arc distance of 393.51 feet to a point; thence leaving said Wildewood Parkway and running thru the lands of the grantor herein the following thirteen (13) courses:

1) S 43° 08' 13" W a distance of 280.67 feet to a point, thence,

2) S 51° 30' 00" W a distance of 188.04 feet to a point, thence,

Exhibit A

3) S 54° 17' 32" W a distance of 238.02 feet to a point, thence,
4) N 66° 34' 17" W a distance of 172.44 feet to a point, thence,
5) N 06° 47' 20" W a distance of 294.63 feet to a point, thence,
6) N 04° 09' 35" E a distance of 165.44 feet to a point, thence,
7) N 36° 43' 58" W a distance of 83.60 feet to a point, thence,
8) N 06° 42' 35" W a distance of 68.47 feet to a point, thence,
9) N 15° 22' 34" W a distance of 82.97 feet to a point, thence,
10) N 28° 18' 03" W a distance of 147.65 feet to a point, thence,
11) N 03° 56' 43" E a distance of 145.34 feet to a point, thence,
12) N 15° 56' 43" E a distance of 109.20 feet to a point, thence,
13) S 63° 08' 10" E a distance of 276.72 feet to a point on the southwesterly side of aforesaid Wildewood Parkway extended; thence with said Parkway extended S 41° 32' 49" E a distance of 400.00 feet to a point at the place of beginning. Containing 10.86 acres of land, subject to any and all rights-of-ways and/or easements of record.

SAVING AND EXCEPTING therefrom a 4,000 sq. ft. parcel for the St. Mary's County Metropolitan Commission being 80 feet by 50 feet as shown on a Plat prepared by Larry Day & Associates, Inc.

and to promote the health, safety and welfare of the residents within the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose to:

(a) Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration," applicable to the property and recorded or to be recorded in the Land Records of St. Mary's County, Maryland, and as the same may be amended from time to time as herein provided, said Declaration being incorporated herein as if set forht at length;

(b) Fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) Borrow money, and with the assent of two-thirds (2/3) of each class of members mortgage, pledge, deed in trust, hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) Dedicate, sell 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 has been signed by two-thirds (2/3) of each class of members, agreeing to such dedication, sale or transfer.

(f) Participate in mergers and consolidations with other non-profit corporations organized for the same purposes; or annex additional residential property and common area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of each class of members;

(g) Have and to exercise any and all powers, rights and privileges which a coproration organized under the Non-Stock Corporation Law of the State of Maryland may now or hereafter have or exercise.

(h) In the event an owner of any property shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors of the Association after two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents or employees, to enter upon said parcel and to repair, maintain, and restore the property and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such property is subject.

ARTICLE V

MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject to covenants or record to assessment by the Association, including Contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security fot the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. The Association shall not be authorized to issue capital stock.

ARTICLE VI

VOTING RIGHTS

The Association shall have two classes of voting membership

Class "A". Class "A" members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. 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(s) shall be the Declarant (as defined in the Declaration), and shall be entitled to three (3) votes for each Lot owned. The Class "B" membership shall cease and be converted to Class "A" membership on the happening of either of the following events, whichever occurs earlier:

(a) When the total votes outstanding in the Class "A" membership equal the total votes outstanding in the Class "B" membership; or

(b) On July 1, 1985.

ARTICLE VII

BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of not less than three (3) nor more than nine (9) Directors, who need not be members of the Association. The number of Directors may be changed by Amendment of the By-Laws of the Association. The number of Directors consisting of the original Board of Directors shall be five (5) and the names and addresses of the persons who are to serve as the initial Directors are as follows:

1. Edmund W. Wettengel, P. O. Box "B"
   Dameron, Maryland 20628

2. Caroline Beth Pannick, 5 Laurel Hill Drive
   California, Maryland 20619

3. Raymond S. Runco, P. O. Box 39
   California, Maryland 20619

4. John J. Gallagher, 3 Laurel Hill Drive
   California, Maryland 20619

5. Frederick E. Bang, 1 Laurel Hill Drive
   California, Maryland 20619

At the first annual meeting, the members shall elect three Directors for a term of one year, and at each annual meeting thereafter, the members shall elect two Directors for a term of two years and one Director for a term of one year.

ARTICLE VIII

DISSOLUTION

The Association may be dissolved upon the recommendation of the Board of Directors and the affirmative vote of not less than two-thirds (2/3) of each class of members present at a special meeting of the membership called for the express purpose of dissolving the Association. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication

is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE IX

DURATION

The Corporation shall exist perpetually.

ARTICLE X

AMENDMENTS

This Association reserves the right to amend, alter or repeal any provision contained in these Articles in the manner now or hereafter prescribed by statute for the amendment of Articles of Incorporation, but only with the assent of seventy-five percent (75%) of the votes entitled to be case by the entire membership.

IN WITNESS WHEREOF, I have signed these Articles of Incorporation this 11th day of November, 1980.

Edmund W. Wettengel

STATE OF MARYLAND, COUNTY OF ST. MARY'S, to wit:

I HEREBY CERTIFY, that on this 11th day of November 1980, before me, a Notary Public of the State and County aforesaid, personally appeared EDMUND W. WETTENGEL, and he acknowledged the foregoing Articles of Incorporation to be his act.

WITNESS my hand and Notarial Seal.

Notary Public

My Commission Expires: 7/1/82

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of

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WILDEWOOD NEIGHBORHOOD THREE, CLUSTER NUMBER ONE ASSOCIATION, INC.

approved and received for record by the State Department of Assessments and Taxation of Maryland November 12, 1980 at 2:25 o'clock P. M. as in conformity with law and ordered recorded.

Recorded in Liber 2489, folio ..., one of the Charter Records of the State Department of Assessments and Taxation of Maryland.

Bonus tax paid $ 20.00 Recording fee paid $ 20.00 Special Fee paid $

To the clerk of the Circuit Court of St. Mary's County

IT IS HEREBY CERTIFIED, that the within instrument, together with all indorsements thereon, has been received, approved and recorded by the State Department of Assessments and Taxation of Maryland.

AS WITNESS my hand and seal of the said Department at Baltimore.

William S. Amoss

STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND

A 103583

bjs

LIBER 001 PAGE 142

DECLARATION

OF COVENANTS, CONDITIONS AND RESTRICTIONS

OF

WILDEWOOD NEIGHBORHOOD THREE, CLUSTER NUMBER ONE

THIS DECLARATION, made on the date hereinafter set forth by PARAGON BUILDERS, INC., hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the County of St. Mary's, State of Maryland, which is more particularly described as Wildewood Neighborhood Three, Cluster Number One and is shown on the plat by Larry Day & Associates, recorded in Plat Liber MRB No. 15, folio 35 in the Plat Records of St. Mary's County, Maryland, and

WHEREAS, Declarant desires to provide for the preservation and enhancement of the property values, amenities and opportunities in said community and for the maintenance of the properties and improvements thereon, and to this end desires to subject the real property described to easements, restrictions, covenants and conditions,

NOW THEREFORE, Declarant hereby declares that all of the lots in the subdivision described above shall be held, sold and conveyed subject to the aforesaid "Covenants, Conditions and Restrictions" and to the following additional easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to the Wildewood Neighborhood Three, Cluster Number One Association, Inc. its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Exhibit B

The metes and bounds description of the property initially subject to these Covenants, Conditions and Restrictions is set forth in Exhibit "A" attached hereto and made a part hereof by reference.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners.

Section 5. "Architectural Control Committee" shall mean a committee of the Association set up in accordance with Article V herein to ensure that buildings and structures built on the property and the maintenance thereof, shall meet adequate standards of design and appearance.

Section 6. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties with the exception of the Common Area.

Section 7. "Declarant" shall mean and refer to Paragon Builders, Inc., its successors and assigns if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

ARTICLE II

WILDEWOOD NEIGHBORHOOD THREE, CLUSTER NUMBER ONE ASSOCIATION

Section 1. Establishment of the Association. After the recording of this document, the Wildewood Neighborhood Three Cluster Number One Association, Inc., hereinafter the Association shall be established. Except as specified herein, the form, members, duties, and responsibilities of the Association and certain other matters relating to it shall be as set forth in the Articles of Incorporation of the Association.

Section 2. Membership. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 3. Voting Rights. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for each Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening

of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership, or

(b) on July 1, 1983.

ARTICLE III

PROPERTY RIGHTS IN THE COMMON AREA

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the the title to every Lot, subject to 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, with the understanding that no such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer assigned by two-thirds (2/3) of each class of members has been recorded.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws of the Association, his right of enjoyment to the Common Area and facilities to the members of his family, including guests, his tenants, or contract purchasers who reside on the property.

Section 3. Obligations of the Association. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Area and all improvements thereon (including equipment related thereto), and shall keep the same in good, clean, attractive and sanitary conditions, order and repair in compliance with standards to be set by the Architectural Control Committee.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS BY THE ASSOCIATION

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a continuing lien upon the

property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the properties and of the homes situated upon the properties, including but not limited to, costs involved in the enforcement of the Covenants, Conditions and Restrictions, and for the improvement and maintenance of the Common Area, including but not limited to the maintenance of Laurel Hill Drive area, other streets, lanes, and ways within the subject land area, should the same not come under public ownership.

Section 3. Maximum Annual Assessment. Until January 1, of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment per Lot shall be THREE HUNDRED DOLLARS ($300.00).

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to any Owner, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 5% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum provided for herein.

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, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent by 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.

Section 5. Notice and Quorum for any Action Authorized under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 and 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a monthly basis.

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 Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors 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 Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an Officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of Ten Percent (10%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same. No 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. Subordination of the Lien to Mortgages and Deeds of Trust. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage

or deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to foreclosure of a mortgage or deed of trust or any proceeding or transfer in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessment thereafter becoming due or from the lien thereof.

ARTICLE V

ARCHITECTURAL CONTROL

Section 1. No building, fence, wall or other structure (including but not limited to, antennae) shall be commenced, erected or maintained upon the properties, nor shall any exterior addition to or change or alteration therein be made until the plans, and specifications showing the nature, kind, shape, height materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by an Architectural Control Committee composed of three (3) or more representatives appointed by the Class B membership. At such time as the Class B membership expires, the Board shall be appointed by the Board of Directors. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. The Architectural Control Committee shall regulate the external design, appearance, and location of the Properties and of improvements thereon in such a manner so as to preserve and enchance values and to maintain a harmonious relationship among structures and the natural vegetation and topography.

Section 2. No improvements, alterations, repairs, change of paint colors, excavations, changes in grade of other work which in any way alters the exterior of any Lot or the improvements located thereon from its natural or improved state existing on the date such Lot was first conveyed in fee by the Declarant to an Owner shall be made or done without the prior approval of the Architectural Control Committee.

ARTICLE VI

USE OF PROPERTY

Section 1. Protective Covenants.

(a) Residential Use. All property designated for residential use shall be used, improved and devoted

exclusively to residential use. Nothing herein shall be deemed to prevent the Owner from leasing a Living Unit, subject to all of the provisions of the Declaration.

(b) Nuisances. No nuisance shall be permitted to exist or operate upon any property so as to be detrimental to any other property in the vicinity thereof or to its occupants.

(c) Restriction on Further Subdivisions. No Lot upon which a Living Unit has been constructed shall be further subdivided or separated into smaller Lots by any Owner, and no portion less than all of any such lot, not any easement or other interest herein, shall be conveyed or transferred by an Owner, provided that this shall not prohibit deeds of correction, deeds to resolve boundary disputes, and similar corrective instruments.

(d) Other Restrictions. Upon conveyance of the first Lot to an Owner, the Architectural Control Committee shall adopt general rules to implement the purposes set forth in Article V, and interpret the covenants in this Section, including but not limited to rules to regulate animals, antennas, signs, parking and storage of automobiles and other vehicles, storage and use of boats and recreational vehicles, storage and use of machinery, use of outdoor drying lines, trash containers, planting, maintenance and removal of vegetation on the properties.

Section 2. Maintenance of Property. To the extent that exterior maintenance is not provided for in a Supplementary Declaration, each Owner shall keep all Lots owned by him, and all improvements therein or thereon, in good order and repair and free of debris including, but not limited to the seeding, watering, and mowing of all lawns, the pruning and cutting of all trees and shrubbery and the painting (or other appropriate external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management. In the event an Owner of any Lot in the properties shall fail to maintain the premises and the improvements situated thereon, as provided herein, the Association, after notice to the Owner as provided in the By-Laws and approval by two-thirds (2/3) vote of the Board of Directors, shall have the right to enter upon said Lot to correct drainage and to repair, maintain and restore the Lot and the exterior of the buildings and any other improvements erected thereon. All costs related to such correction, repair or restoration shall become a Special Assessment upon such Lot.

Section 3. Utility Easements. There is hereby created a blanket easement upon, across, over, through, and under the above-described property for ingress, egress, construction, installation, replacement, repair, and maintenance of all streets and parking lots, utility and service lines and systems including, but not limited to streets, parking, pedestrian walkways, water, sewers, gas, telephones, electricity, television, cable or communication lines and systems. By virtue of this easement it shall be expressly permissable for the Declarant or the providing utility or service company, with the approval of the Declarant, to complete construction of all contemplated improvements to the subject Lots, install and maintain facilities and equipment on said property, to excavate for such purposes and to affix and maintain wires, circuits, and conduits on, in and under the roofs and exterior walls of improvements thereon, providing such disturbed areas are restored to the condition in which they were found.

Section 4. Easement to Correct Drainage. For a period of five years from the date of conveyance of the first Lot, the Declarant reserves a blanket easement and right on, over and under the ground within any Lot within the Subdivision and the Common Area to maintain and to correct drainage of surface water in order to maintain reasonable standards of health, safety and appearance. Such right expressly includes the right to cut any trees, bushes, or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary, following which the Declarant shall restore the affected property to its original condition as near as practicable. The Declarant shall give reasonable notice of the intent to take such action to all affected Owners, unless in the opinion of the Declarant an emergency exists which precludes such notice.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Association shall be entitled to recover all costs including a reasonable attorney's fee in the successful enforcement of these Covenants, Conditions and Restrictions.

Section 2. Severability. Invalidation of any one of these covenants, conditions and restrictions, or the conditions and restrictions by judgment or Court Order shall in no way affect any other provisions, each of which shall remain in full force and effect.

Section 3. Amendment. The Covenants, Conditions and Restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment shall be recorded.

Section 4. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.

PARAGON BUILDERS, INC.

ATTEST: _____ by: _____
Secretary — Edmund W. Wettengel, President

STATE OF MARYLAND, COUNTY OF ST. MARY'S, to wit:

I HEREBY CERTIFY, that on this 11th day of November, 1980, before me, a Notary Public of the State and County aforesaid personally appeared EDMUND W. WETTENGEL, President of Paragon Builders, Inc., and he acknowledged the foregoing Declaration of Covenants, Conditions and Restrictions of Wildewood Neighborhood Three, Cluster Number One, to be his act, and the corporate act of the Corporation.

WITNESS my hand and Notarial Seal.

_____
Notary Public

My Commission Expires: 7/1/82

EXHIBIT "A"

Attachment to
Declaration of Covenants, Conditions and
Restrictions of
Wildewood Neighborhood Three, Cluster Number One

Description of Wildewood
Neighborhood Three
Cluster Number One
Plat One

Beginning at a point on the southwesterly side of Wildewood Parkway, 70 foot right-of-way, said point being at the intersection of Wildewood Boulevard, 70 foot right-of-way; thence from said point of beginning and running with said Wildewood Parkway by an arc of a circle curving to the left having a radius of 1000.00 feet with an arc distance of 393.51 feet to a point; thence leaving said Wildewood Parkway and running thru the lands of the grantor herein the following thirteen (13) courses;

1) S 43° 08' 13" W a distance of 280.67 feet to a point, thence,

2) S.51° 30' 00" W a distance of 188.04 feet to a point, thence,

3) S 54° 17' 32" W a distance of 238.02 feet to a point, thence,

4) N 66° 34' 17" W a distance of 172.44 feet to a point, thence,

5) N 06° 47' 20" W a distance of 294.63 feet to a point, thence,

6) N 04° 09' 35" E a distance of 165.44 feet to a point, thence,

7) N 36° 43' 58" W a distance of 83.60 feet to a point, thence,

8) N 06° 42' 35" W a distance of 68.47 feet to a point, thence,

9) N 15° 22' 34" W a distance of 82.97 feet to a point, thence,

10) N 28° 18' 03" W a distance of 147.65 feet to a point, thence,

11) N 03° 56' 43" E a distance of 145.34 feet to a point, thence,

12) N 15° 56' 43" E a distance of 109.20 feet to a point, thence,

13) S 63° 08' 10" E a distance of 276.72 feet to a point on the southwesterly side of aforesaid Wildewood Parkway extended; thence with said Parkway extended S 41° 32' 49" E a distance of 400.00 feet to a point at the place of beginning. Containing 10.86 acres of land, subject to any and all rights-of-ways and/or easements of record.

Saving and excepting therefrom a 4,000 sq. ft. parcel for the St. Mary's County Metropolitan Commission being 80 feet by 50 feet as shown on a Plat prepared by LARRY DAY & ASSOCIATES, INC.

BY-LAWS
OF
WILDEWOOD NEIGHBORHOOD THREE
CLUSTER NUMBER ONE ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION: The Name of the Corporation is WILDEWOOD NEIGHBORHOOD THREE, CLUSTER NUMBER ONE ASSOCIATION, INC., hereinafter referred to as the "Association." The principal office of the Corporation shall be located at: Box 347, St. Andrews Church Road, California, Maryland 20619, but meetings of members and Directors may be held at such places within the State of Maryland as may be designated by the Board of Directors.

ARTICLE II
DEFINITIONS

Section 1. "Association" shall mean and refer to WILDEWOOD NEIGHBORHOOD THREE, CLUSTER NUMBER ONE ASSOCIATION, INC., its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties with the exception of the Common Area. The term shall include a condominium living unit where such may occur.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Declarant" shall mean and refer to Paragon Builders, Inc., its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions and any supplementary Declaration of Covenants, Conditions and Restrictions, applicable to the properties recorded in the Land Records of St. Mary's County, Maryland.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

Exhibit C

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of eight (8) o'clock. P.M. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Sepcial Meetings. Special meetings of the members may be called at any time by the President or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the Class "A" membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

Section 6. Voting. At any meeting of the members of the Association, each Class "A" member present, either in person or by proxy, shall have the right to cast one vote for each Class "A" membership of which he appears the owner on the books of the Association and never more than one vote for that member-

ship. The Class "B" member shall have the right to cast three votes for each Class "B" membership of which it appears the owner on the books of the Association and never more than three votes. The vote of the majority of those present, either in person or by proxy, shall decide any question brought before the meeting, unless the question is one upon which a different vote is required by express provision of any applicable law of the State of Maryland or of the Articles of Incorporation or of these By-Laws or of the Declaration of Covenants, Conditions and Restrictions.

Section 7. Suspension of Voting Privileges. No member shall be eligible to vote or to be elected to the Board of Directors who is shown on the books of the Association to be more than thirty (30) days delinquent in the payment of any assessments due the Association.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE:

Section 1. Number. The affairs of this Association shall be managed by a Board of five (5) Directors.

Section 2. Term of Office. At the first annual meeting the members shall elect two Directors for a term of one year, two Directors for a term of two years and one Director for a term of three years. At the expiration of the initial term of office of each respective Director, his successor shall be elected to serve a term of three (3) years. The Directors shall hold office until their successors have been elected and hold their first meeting.

Section 3. Removal. Any Director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, than that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two Directors, after not less than three (3) days notice to each Director. However, attendance by a Director at any such special meeting shall constitute a waiver of notice.

Section 3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 4. Action Without Meeting. Any action by the Board of Directors required or permitted to be taken at any meeting may be taken without a meeting if all the members of the Board shall individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board.

Section 5. Executive Sessions. All meetings of the Board shall be open to observers, except the President may call the Board into executive session on matters of personal or for hearings on infractions of published rules and regulations. Any action taken by the Board in executive session shall be recorded in the minutes of the Association.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

(a) Adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) Suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;

(c) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

(d) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors;

(e) Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties;

(f) Call a special meeting of the members whenever it deems the same to be necessary and whenever requested in writing so to do by at least twenty-five percent (25%) of the Class "A" membership;

(g) Elect and remove at pleasure all officers of the Association, reimburse them for expenses incurred in the performance of their duties, and require of them such security or fidelity bond as it may deem necessary or expedient;

(h) Engage and remove at pleasure all agents and employees of the Association upon such terms as the Board of Directors may determine;

(i) Establish, levy and collect the assessments referred to in Section 2(c) of this Articles VII of these By-Laws.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class "A" members who are entitled to vote;

(b) Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) As more fully provided in the Declaration, to:

(1) Fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(2) Send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) Foreclose the lien against any property for which assessments are not paid within thirty (30) days after the due date or to bring an action at law against the owner personally obligated to pay the same.

(d) Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) Procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) Cause the Common Area to be maintained;

(h) Cause the exterior of the dwellings to be maintained.

ARTICLE VIII
OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Association shall be a President and Vice-President, who shall at all times be members of the Board of Directors, a Secretary, and a Treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of Officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such dities as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Officers. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Articles.

Section 8. Duties. The duties of the officers are as follows:

PRESIDENT

(a) The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds, contracts, notes, and other written instruments and shall have all the general powers and dutics which are usually vested in the office of President of a Corporation.

VICE-PRESIDENT

(b) The Vice-President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

SECRETARY

(c) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix

it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

TREASURER

(d) The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as are directed from time to time by resolution of the Board of Directors, provided, however, that a resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business; shall sign all checks and drafts of the Association; keep proper books of account; and shall prepare an annual budget and a statement of income and expenditures to be represented to the membership at this regular annual meeting, and deliver a copy of each to the members.

ARTICLE IX

COMMITTEES

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purposes.

ARTICLE X

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. 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 ten percent (10%) per annum, and the Association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the

property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

ARTICLE XII

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: WILDEWOOD NEIGHBORHOOD THREE, CLUSTER NUMBER ONE ASSOCIATION, INC. - Corporate Seal - Maryland - 1980.

ARTICLE XIII

AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is Class "B" membership.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XIV

MISCELLANEOUS

Section 1. Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December every year, except that the first fiscal year shall begin on the date of Incorporation.

Section 2. Audit. At the close of each fiscal year the books and records of the Association shall be audited by a Certified Public Accountant or other person acceptable to the Board of Directors, whose report will be prepared and certified in accordance with the requirements of the Board. Based upon such report, the Association shall furnish its members with an annual financial statement including the income and disbursements of the Association.

Section 3. Indemnification of Officers and Directors. Each officer and director of the Association in consideration of his services as such, shall be indemnified by the Association to the extent permitted by law against expenses and liabilities reasonably incurred by him in connection with the defense of any action, suit, or proceedings, civil or criminal, to which

he may be a party by reason of being or having been a director or officer of the Association. The foregoing right of indemnification shall not be exclusive of any other rights to which the director or officer or person may be entitled by law, or agreement, to vote of the members, or otherwise.

IN WITNESS WHEREOF, We, being all the Directors of the WILDEWOOD NEIGHBORHOOD THREE, CLUSTER NUMBER ONE ASSOCIATION, INC., have hereunto set our hands this 16th day of MARCH 1981.

John J. Gallagher (SEAL)

Frederick E. Bang (SEAL)

Edmund W. Wettengel (SEAL)

Caroline Beth Fannin (SEAL)

Raymond S. Runco (SEAL)

CERTIFICATION

I, the undersigned, do hereby certify:

That, I am the duly elected and acting Secretary of the WILDEWOOD NEIGHBORHOOD THREE, CLUSTER NUMBER ONE ASSOCIATION, INC., a Maryland Corporation; and

THAT the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 24th day of FEBRUARY 1981.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 16th day of MARCH, 1981.

Secretary

R E S O L U T I O N

WHEREAS, at a Special Meeting of the Board of Directors of Wildewood Neighborhood Three, Cluster Number One Association, Inc., the Board of Directors approved Architectural Review Procedures and Regulations and it is hereby

RESOLVED, that the following shall be the Architectural Review Procedures and Regulations, until amended in accordance with Article IV, Section 5 of said Regulations:

ARCHITECTURAL REVIEW PROCEDURES AND REGULATIONS

ARTICLE I

Purpose and Organization

Section 1. Purpose. The Architectural Control Procedures and Regulations included here are intended to encourage an attractive, convenient, and functional development in Wildewood Neighborhood Three, Cluster Number One, to preserve and enhance values and to maintain a harmonious relationship among structures and the natural vegetation and topography.

Section 2. The Architectural Control Committee. There is hereby created a Wildewood Neighborhood Three, Cluster Number One Architectural Control Committee. The Committee shall be composed of three or more members appointed initially by the Class "B" Membership and upon expiration of the Class "B" Membership, by the Board of Directors of the Wildewood Neighborhood Three, Cluster Number One Association. The Committee shall serve for a term of two (2) years. The Committee or members of the Committee appointed by the Board of Directors shall serve at the pleasure of the Board of Directors. The Architectural Control Committee shall regulate the external design, appearance, location and maintenance of properties and improvements thereon.

Section 3. Powers. The Architectural Control Committee shall have powers as are outlined by and are relative to Articles I, II, III, and IV of the Architectural Review Procedures and Regulations. The specific duties and procedures of the Architectural Control Committee will be established at a later date.

Exhibit D

ARTICLE II

Architectural Regulations Concerning Structures

Section 1. Definition. A structure is defined as any additions or alterations of a permanent nature to the principal building, if the principal building is constructed by Paragon Builders, Inc., such as fences, new structures, out/accessory buildings and signs, regardless of size, whether attached or detached and shall include a principal building if the same is not constructed by Paragon Builders, Inc.

Section 2. Height and Bulk. The height and general bulk of new structures and of additions to existing structures shall be similar to those of existing structures in the vicinity.

Section 3. Out/Accessory Buildings. Any and all out/accessory buildings shall be erected only after site approval by the Architectural Control Committee. Such buildings shall be of the same surface materials, styles, and colors as the principal building on the lot, and must be approved by the Architectural Control Committee.

Section 4. Colors. Exterior surface colors of all structures shall be in harmony with existing units and must be approved by the Architectural Control Committee.

Section 5. Fences. In keeping with the "Open Space Concept" of Wildewood Neighborhood Three, Cluster Number One, all fences must be approved in all particulars by the Architectural Control Committee.

Section 6. Signs. Any sign used for the purpose of identification or direction such as owners name and street address shall be deemed as permanent. Signs of this nature must be no more than 30 inches long and 6 inches high and be of harmonious design. Such signs shall be erected on private property and must be approved by the Architectural Control Committee.

ARTICLE III

Architectural Regulations Concerning Non-Structural

Section 1. Definition. Any and all items of a non-permanent nature, e.g., antennas, drying lines, pets, signs, trash, vehicles and wood piles.

Section 2. Antennas. No antennas shall be erected without the approval of the Architectural Control Committee.

Section 3. Drying Lines. Drying Lines are to be placed in a non-conspicuous area and removed when not in use.

Section 4. Pets. Regulation of pets is to be determined by the Land Use Committee.

Section 5. Signs. All signs not otherwise provided for herein must have the approval of the Architectural Control Committee.

Section 6. Trash. All trash left for pick-up must be confined to a trash can with a secure lid and shall be removed the same day as pick-up.

Section 7. Vehicles. Parking of mobile homes, boats, recreational vehicles, trailers, machinery, etc., on the property is prohibited. The exception being short-time (10 days or less) visitors. Said vehicles shall not be occupied.

Section 8. Wood Piles. Wood piles should be neatly stacked in an inconspicuous spot on the property. If a covering for the protection of the wood is used, it shall be harmonious with the surrounding area.

Section 9. Vegetation. Removal of trees/shrubs larger than a 6-inch caliper must be approved by the Architectural Control Committee. Planting and maintenance must be in harmony with the existing environment.

ARTICLE IV

Procedures

Section 1. Applications. Any property owner wishing to construct a new building or structure or to alter or make an addition to an existing structure in Wildewood Neighborhood Three Cluster Number One, must submit an application for approval of the design of the construction, alteration or addition to the Architectural Control Committee.

Section 2. Review and Approval. The Architectural Control Committee shall approve, disapprove, or approve with condition

the design as submitted. In the event that the Committee fails to take action on the proposed design within thirty (30) calendar days of receipt of the application, the application shall be deemed to have been approved.

Section 4. Required Submission for Design Review:

1) New Construction - Principal Building. For the original construction of a principal building on a lot, the submission shall include two copies of the following:

a) Lot number and street address.

b) Architectural plans and elevations at a scale of 1/4 inch equals one foot, or larger.

c) Description and samples of exterior surface materials and colors to be used.

d) A site plan for the lot and building at a scale of one inch equals forty feet or larger.

2) Additions, Alterations, and Construction of Accessory Buildings. For additions, alterations, and construction of accessory buildings, two copies of the following shall be required:

a) Lot number.

b) Architectural plans and elevations, if prepared, or a scaled sketch showing plan and elevation views of the proposed construction, at a scale of 1/4 inch equals one foot or larger.

c) Description of materials and samples of exterior surface materials and colors to be used.

d) A site plan showing the location on the lot and the general dimensions of the proposed construction.

Section 5. Amendment of Regulations. The regulations and procedures may be amended from time to time by recommendations from the Architectural Control Committee to the Board of Directors of the Association and approval by the Board of Directors.

WILDEWOOD NEIGHBORHOOD THREE
CLUSTER NUMBER ONE ASSOCIATION, INC.

John J. Gallagher 11/24/81
John J. Gallagher, President

Caroline Beth Pannick, Treasurer

Frederick E. Bang, Vice President

Edmund W. Wettengel, Secretary

Raymond S. Runco
Raymond S. Runco, Board Member

R E S O L U T I O N

WHEREAS, Architectural Review Procedures and Regulations of Wildewood Neighborhood Three, Cluster Number One Association, Inc. are presently in existence, and

WHEREAS, the Board of Directors of Wildewood Neighborhood Three, Cluster Number One Association, Inc., at a meeting on November 24, 1981, approved an amendment to Article III, by adding Section 10 -- Swimming Pools/Play Ground Equipment, etc., and it is hereby

RESOLVED, that Article III shall be amended to add Section 10 and shall read as follows:

Section 10. Swimming Pools/Play Ground Equipment, etc. The location, size, material, and color of all swimming pools, playground equipment and similar items, must be approved by the Architectural Control Committee and must be kept in harmony with the existing environment.

WILDEWOOD NEIGHBORHOOD THREE
CLUSTER NUMBER ONE ASSOCIATION, INC.
Board of Directors

John J. Gallagher

Frederick E. Bang

Edmund W. Wettengel

Raymond S. Runco

Caroline Beth Pannick

R E S O L U T I O N

WHEREAS, Architectural Review Procedures and Regulations of Wildewood Neighborhood Three, Cluster Number One Association, Inc. are presently in existence, and

WHEREAS, the Board of Directors of Wildewood Neighborhood Three, Cluster Number One Association, Inc., at a meeting on April 21, 1988, approved an amendment to Article IV, by amending the Procedures to renumber the existing Sections in proper sequential order and it is hereby

RESOLVED, that Article IV shall be amended to renumber the Sections in Article IV and shall read as follows:

Section 1. Applications. (text)

Section 2. Review and Approval. (text)

Section 3. Required Submission for Design Review: (text)

Section 4. Amendment of Regulations. (text)

WILDEWOOD NEIGHBORHOOD THREE
CLUSTER NUMBER ONE ASSOCIATION, INC.
Board of Directors

Linda Meyer

Linda Meyer, Vice-President

Margaret A. Madsen 5/1/88

Margaret A. Madsen, Secretary

William R. Heslop

William R. Heslop, Treasurer

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R E S O L U T I O N

WHEREAS, Architectural Review Procedures and Regulations of Wildewood Neighborhood Three, Cluster Number One Association, Inc. are presently in existence, and

WHEREAS, the Board of Directors of Wildewood Neighborhood Three, Cluster Number One Association, Inc., at a meeting on March 9, 1988, approved an amendment to Article III, by amending Section 4 - Pets and it is hereby

RESOLVED, that Article III shall be amended to expand Section 4 and shall read as follows:

Section 4. Pets and Animals. Rules and regulations for dog ownership will firmly adhere to the St. Mary's County Regulations. Regarding other animals; no livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. All pet owners are expected to keep animals from becoming nuisances, as described under Article VI, Section 1B in the Covenants and Restrictions.

WILDEWOOD NEIGHBORHOOD THREE
CLUSTER NUMBER ONE ASSOCIATION, INC.
Board of Directors

Linda Meyer

Linda Meyer, Vice-President

Margaret A. Madsen, 6/15/88

Margaret A. Madsen, Secretary

William R. Heslop

William R. Heslop, Treasurer

Sister Agnes Kennard 6/15/88

Revised 6/15/88

R E S O L U T I O N

WHEREAS, Architectural Review Procedures and Regulations of Wildewood Neighborhood Three, Cluster Number One Association, Inc. are presently in existence, and

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Section 4. Pets and Animals. Rules and regulations for dog ownership will firmly adhere to the St. Mary's County Regulations. Regarding other animals; no livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. The number of pets should not exceed two at any one time in any one household. All pet owners are expected to keep animals from becoming nuisances, as described under Article VI, Section 1B in the Covenants and Restrictions.

All residents of Laurel Hill owning more than two pets prior to the date of this amendment (March 9, 1988) shall be permitted to keep those pets.

WILDEWOOD NEIGHBORHOOD THREE
CLUSTER NUMBER ONE ASSOCIATION, INC.
Board of Directors

Linda Meyer
Linda Meyer, Vice President

Margaret A. Madsen 5/1/88
Margaret A. Madsen, Secretary

William R. Heslop
William R. Heslop, Treasurer

Filed 6/10/88

FEE-SIMPLE DEED-CODE-City or County

LIBER 092 PAGE 393

LIBER 001 PAGE 170

'81 MAR 16 PM 2 14

This Deed, Made this 16th day of MARCH ----------

in the year one thousand nine hundred and eighty-one , by and between PARAGON BUILDERS, INC., a body corporate, Grantor, ----------

of St. Mary's County ---------- in the State of Maryland, of the first part, and WILDEWOOD NEIGHBORHOOD THREE, CLUSTER NUMBER ONE ASSOCIATION, INC., Grantee,

of the second part. The Actual Consideration paid or to be paid is NONE.

Witnesseth, That in consideration of the sum of One Dollar and other good and valuable considerations, the receipt of which is hereby acknowledged, the said PARAGON BUILDERS, INC., a body corporate,

does grant and convey unto the said WILDEWOOD NEIGHBORHOOD THREE, CLUSTER NUMBER ONE ASSOCIATION, INC., its successors and assigns, forever, in fee simple, all that lot, tract, piece or parcel of ground situate, lying and being in the Eighth Election District of St. Mary's County, Maryland and described as follows, that is to say:

DESCRIPTION of Open Space for Laurel Hill of Wildewood, Neighborhood Three, Cluster Number One:

BEGINNING at a point on the northwesterly side of Laurel Hill Drive, 40 foot right-of-way, at the northerly corner of Lot 1 as shown on Laurel Hill of Wildewood, Neighborhood Three, Cluster Number One, Plat Three; thence from said point of beginning and running with said Laurel Hill Drive by an arc of a circle curving to the left having a radius of 150.18 feet with an arc distance of 76.50 feet to a point; thence by the same by an arc of a circle curving to the right having a radius of 25.00 feet with an arc distance of 36.08 feet to a point; thence by the same N 47° 02' 44" E a distance of 24.12 feet to a point; thence by the same by an arc of a circle curving to the right having a radius of 25.00 feet with an arc distance of 38.49 feet to a point on the southwesterly side of Wildewood Parkway, 70 foot right-of-way; thence with said Wildewood Parkway by an arc of a circle curving to the left having a radius of 1000.00 feet with an arc distance of approximately 215 feet more or less, to a point; thence leaving said Wildewood Parkway S 34° 40' 20" W a distance of 56.41 feet to a point at the southeasterly corner of aforesaid lot 1; thence running with said lot 1 N 62° 18' 00" W a distance of 145.11 feet to a point; thence by the same S 83° 32' 38" W a distance of 36.13 feet to the place of beginning.

Containing approximately 0.42 acres of land, more or less. Subject to any and all rights-of-ways and/or easements of record.

Exhibit E

This Deed was prepared under my supervision

Edward A. Hartnagel (A.P.)

This is to certify that transfer has been made on the County Assessment Books of the property conveyed by the within deed.

Dated 3-16-81 to 81

Margaret Gardenhire
Supervisor of Assessments in St. Mary's County, Md.

THIS IS TO CERTIFY THAT ALL TAXES ON THIS PROPERTY HAVE BEEN PAID TO AND INCLUDING THE LEVY FOR THE YEAR OF 1980

Katherine M. D'Esposito
St. Mary's County, Md.

LIBER 092 PAGE 394

Together with the buildings and improvements thereupon erected, made or being and all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging, or anywise appertaining.

To Have and To Hold the said lot of ground, land and premises, above described and mentioned, and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said WILDEWOOD NEIGHBORHOOD THREE, CLUSTER NUMBER ONE ASSOCIATION, INC., its successors and assigns ----------XXXXXXXXXXXX, in fee simple.

And the said party of the first part hereby covenant that it has not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that it will warrant specially the property granted and it will execute such further assurances of the same as may be requisite.

Witness the hand of EDMUND W. WETTENGEL, ----------President of PARAGON BUILDERS, INC. ----------, a body corporate, and attested by the hand of Natalie P. Hockenberry ---------- , its corporate Secretary, to which has been affixed its corporate seal, the day and year first above written.

_____ (SEAL)

ATTEST:

By: Natalie P. Hockenberry
Corporate Secretary

PARAGON BUILDERS, INC.

By: Edmund W. Wettengel (SEAL)
President EDMUND W. WETTENGEL

STATE OF MARYLAND, St. Mary's County, to Witness:

I HEREBY CERTIFY, That on this 16th ----------day of MARCH -----

in the year one thousand nine hundred and eighty-one ----------before me, the subscriber,

a Notary Public of the State of Maryland, in and for the County of St. Mary's --------- aforesaid,

personally appeared EDMUND W. WETTENGEL, ----------

President of PARAGON BUILDERS, INC., a body corporate, ----------

the above named grantor, and acknowledged the foregoing Deed to be his act and the act and deed of the said body corporate, and certified that this conveyance is not part of a transaction in which there is a sale, lease, exchange or other transfer of all or substantially all of the property and assets of the Grantor body corporate.

AS WITNESS MY HAND AND NOTARIAL SEAL

Mary L. Copsey
Notary Public.

My Commission expires: 7/1/82

Del To:
Nancy Bassler

DEED

FROM

_____

_____

TO

_____

_____

_____

BLOCK No. _____

Received for Record, March 16, 1981,
at 2:14 o'clock P M. Same day recorded
in Liber MAS No. 092 Folio 393 &c.,
one of the Land Records of S.T.
Mar's Co., and examined per
Mary R. Bell, Clerk.
A. Lore
Cost of Record, $_____

LIBER 0101 PAGE 172

LIBER 001 PAGE 173

WILDEWOOD NEIGHBORHOOD THREE
CLUSTER NUMBER TWO
ASSOCIATION INC.

Pursuant to the Maryland Homeowners Association Act, Title 11 - B, Article RP, Annotated Code of Maryland, as amended, WILDEWOOD NEIGHBORHOOD THREE CLUSTER NUMBER TWO ASSOCIATION INC. hereby deposits the following disclosures for filing in the Homeowners Association Depository of St. Mary's County, Maryland, as of this 7 day of August, 1989.

These disclosures are provided for the section of Wildewood Subdivision in which Neighborhood Three Cluster Two is a part. Wildewood Neighborhood Three Cluster Two is located in California, MD in the Eighth Election District of St. Mary's County Maryland on a certain parcel of real property described in Exhibit A.

Wildewood Neighborhood Three Cluster Number Two Homeowners Association, Inc. was formed on the 5th day of April 1982.

1:06PM 08/07/89A HOMASC $50.00

1. The name and address of the the Developer is:

   Paragon Builders, Inc.
   P.O. Box 750
   California, MD 20619

2. The name and principal address of the Association is:

   (a) WILDEWOOD NEIGHBORHOOD THREE CLUSTER TWO ASSOCIATION, INC.
   P.O. BOX 532
   CALIFORNIA, MD 20619

3. The above named association is self-managed by a board of directors.

4. The following is a description of the location and size of the section of the Wildewood Development called Wildewood Neighborhood Three Cluster Number Two Association Inc.:

   30.542 acres located in the Eighth Election District of St. Mary's County, Maryland, which has been subdivided into a maximum of 64 lots consisting of single family homes. The common area which we currently hold deed to is .931 acres. All other common areas and amenities can not be determined because of the failure of Paragon Builders Inc. to supply the association with the required the deeds.

5. The roadways called Holly Hill Lane and White Pine Court have been dedicated to St. Mary's County for public use.

6. Attached to these disclosure is a copy of the Bylaws of the Homeowners Association. The rules of the Homeowners association are as contained in the Declaration of Convenants, Conditions and Restrictions, or as may be amended from time to time by the Board of Directors of the Association. The bylaws and rules of the Homeowner's Association are enforceable against the owner and owner's tenant.

7. The property is zoned PDR-3.5.

8. The association dues for the year 1989 are $165, mailed in December and become delinquent on February 1. Procedures for assessing late fees and other information may be found in the bylaws section XI and in the Declaration ARTICLE IV section 1 - 9.

9. All special rights or exemptions of the developer have expired.

10. All additional rules are attached including Architectural Control Procedures and amendments to the rules.

BY-LAWS

OF

WILDEWOOD NEIGHBORHOOD THREE

CLUSTER NUMBER TWO ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION: The name of the Corporation is: WILDEWOOD NEIGHBORHOOD THREE, CLUSTER NUMBER TWO ASSOCIATION, INC., hereinafter referred to as the "Association." The principal office of the Corporation shall be located at: Box 347, St. Andrews Church Road, California, Maryland 20619, but meetings of members and Directors may be held at such places within the State of Maryland as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to WILDEWOOD NEIGHBORHOOD THREE, CLUSTER NUMBER TWO ASSOCIATION, INC., its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties with the exception of the Common Area. The term shall include a condominium living unit where such may occur.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Declarant" shall mean and refer to Paragon Builders, Inc., its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions and any supplementary Declaration of Covenants, Conditions and Restrictions, applicable to the properties recorded in the Land Records of St. Mary's County, Maryland.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The first Annual Meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 7:00 p.m. o'clock p.m. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the President or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the Class "A" membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

Section 6. Voting. At any meeting of the members of the Association, each Class "A" member present, either in person or by proxy, shall have the right to cast one vote for each

Class "A" membership of which he appears the owner on the books of the Association and never more than one vote for that membership. The Class "B" member shall have the right to cast three votes for each Class "B" membership of which it appears the owner on the books of the Association and never more than three votes. The vote of the majority of those present, either in person or by proxy, shall decide any question brought before the meeting, unless the question is one upon which a different vote is required by express provision of any applicable law of the State of Maryland or of the Articles of Incorporation or of these By-Laws or of the Declaration of Covenants, Conditions and Restrictions.

Section 7. Suspension of Voting Privileges. No member shall be eligible to vote or to be elected to the Board of Directors who is shown on the books of the Association to be more than thirty (30) days delinquent in the payment of any assessments due the Association.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE:

Section 1. Number. The affairs of this Association shall be managed by a Board of five (5) Directors.

Section 2. Term of Office. At the first annual meeting the members shall elect two Directors for a term of one year, two Directors for a term of two years and one Director for a term of three years. At the expiration of the initial term of office of each respective Director, his successor shall be elected to serve a term of three (3) years. The Directors shall hold office until their successors have been elected and hold their first meeting.

Section 3. Removal. Any Director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without A Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two Directors, after not less than three (3) days notice to each Director. However, attendance by a Director at any such special meeting shall constitute a waiver of notice.

Section 3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 4. Action Without Meeting. Any action by the Board of Directors required or permitted to be taken at any meeting may be taken without a meeting if all the members of the Board shall individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board.

Section 5. Executive Sessions. All meetings of the Board shall be open to observers, except the President may call the Board into executive session on matters of personnel or for hearings on infractions of published rules and regulations. Any action taken by the Board in executive session shall be recorded in the minutes of the Association.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have the power to:

(a) Adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) Suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;

(c) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

(d) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors;

(e) Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties;

(f) Call a special meeting of the members whenever it deems the same to be necessary and whenever requested in writing so to do by at least twenty-five percent (25%) of the Class "A" membership;

(g) Elect and remove at pleasure all officers of the Association, reimburse them for expenses incurred in the performance of their duties, and require of them such security or fidelity bond as it may deem necessary or expedient;

(h) Engage and remove at pleasure all agents and employees of the Association upon such terms as the Board of Directors may determine;

(i) Establish, levy and collect the assessments referred to in Section 2(c) of this Article VII of these By-Laws.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class "A" members who are entitled to vote;

(b) Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) As more fully provided in the Declaration, to:

1. Fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

2. Send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

3. Foreclose the lien against any property for which assessments are not paid within thirty (30) days after the due date or to bring an action at law against the owner personally obligated to pay the same.

(d) Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) Procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) Cause the Common Area to be maintained;

(h) Cause the exterior of the dwellings to be maintained.

ARTICLE VIII
OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Association shall be a President and Vice-President, who shall at all times be members of the Board of Directors, a Secretary, and a Treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of Officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The Officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other Officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any Officer may be removed from office with or without cause by the Board. Any Officer may resign at any time giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The Officer appointed to such vacancy shall serve for the remainder of the term of the Officer he replaces.

Section 7. Multiple Officers. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Articles.

Section 8. Duties. The duties of the Officers are as follows:

PRESIDENT

(a) The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds, contracts, notes, and other written instruments and shall have all the general powers and duties which are usually vested in the office of President of a Corporation..

VICE-PRESIDENT

(b) The Vice-President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

SECRETARY

(c) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix

it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

TREASURER

(d) The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as are directed from time to time by resolution of the Board of Directors, provided, however, that a resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business; shall sign all checks and drafts of the Association; keep proper books of account; and shall prepare an annual budget and a statement of income and expenditures to be represented to the membership at their regular annual meeting, and deliver a copy of each to the members.

ARTICLE IX

COMMITTEES

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purposes.

ARTICLE X

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. 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 ten percent (10%) per annum, and the Association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs,

and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

ARTICLE XII

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: WILDEWOOD NEIGHBORHOOD THREE, CLUSTER NUMBER TWO ASSOCIATION, INC. - Corporate Seal - Maryland - 1982.

ARTICLE XIII

AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is Class "B" membership.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XIV

MISCELLANEOUS

Section 1. Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December every year, except that the first fiscal year shall begin on the date of Incorporation.

Section 2. Audit. At the close of each fiscal year the books and records of the Association shall be audited by a Certified Public Accountant or other person acceptable to the Board of Directors, whose report will be prepared and certified in accordance with the requirements of the Board. Based upon such report, the Association shall furnish its members with an annual financial statement including the income and disbursements of the Association.

Section 3. Indemnification of Officers and Directors. Each officer and director of the Association in consideration of his services as such, shall be indemnified by the Association to the extent permitted by law against expenses and liabilities reasonably incurred by him in connection with the defense of any action, suit, or proceedings, civil or criminal, to which he may be a party by reason of being or having been a Director

or Officer of the Association. The foregoing right of indemnification shall not be exclusive of any other rights to which the Director or Officer or person may be entitled by law, or agreement, to vote of the members, or otherwise.

IN WITNESS WHEREOF, we, being all the Directors of the WILDEWOOD NEIGHBORHOOD THREE, CLUSTER NUMBER TWO ASSOCIATION, INC., have hereunto set our hands this 11th day of May 1982.

Edmund W. Wettengel (SEAL)

Thomas E. Wettengel (SEAL)

Natalie P. Hockenberry (SEAL)

Gertrude R. Bennett (SEAL)

Mary L. Copado (SEAL)

CERTIFICATION

I, the undersigned, do hereby certify:

THAT, I am the duly elected and acting Secretary of the WILDEWOOD NEIGHBORHOOD THREE, CLUSTER NUMBER TWO ASSOCIATION, INC., a Maryland Corporation; and

THAT the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 11th day of May, 1982.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association, this 11thday of May, 1982.

Mary L. Combs
Secretary

BOOK 115 PAGE 106

EXHIBIT "A" LIBER 001 PAGE 185

ATTACHMENT TO DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS OF
WILDEWOOD NEIGHBORHOOD TWO, CLUSTER NUMBER TWO

LEGAL DESCRIPTION of Holly Hill of Wildewood, Neighborhood Three, Cluster Two, Plat One, 8th Election District, St. Mary's County, Maryland:

BEGINNING for the same at a point marking the most southwesterly corner of the parcel of land known as Neighborhood Two, Cluster One, Plat One (recorded in Liber M.R.B. No. 14, at folio 75); running thence

S 41 deg 32 min 49 sec E - 349.65 feet; thence with a curve to the left, whose radius is 665.00 feet, whose tangent is 227.59 feet, whose delta is 37 deg 47 min 11 sec, and whose length is 438.56 feet to the P.T.; thence

S 10 deg 40 min 00 sec W - 300.00 feet; thence

S 01 deg 00 min 00 sec W - 254.85 feet; thence

S 26 deg 30 min 00 sec E - 226.93 feet; thence

S 07 deg 00 min 00 sec E - 400.00 feet; thence

S 31 deg 30 min 00 sec E - 290.00 feet; thence

S 19 deg 30 min 00 sec W - 300.00 feet; thence

S 69 deg 20 min 00 sec W - 280.00 feet; thence

N 41 deg 00 min 00 sec W - 610.00 feet; thence

N 16 deg 20 min 00 sec W - 280.00 feet; thence

N 59 deg 00 min 00 sec W - 201.14 feet; thence

N 34 deg 00 min 00 sec W - 482.73 feet; thence with a curve to the left, whose radius is 965.00 feet, whose tangent is 134.19 feet, whose delta is 15 deg 50 min 00 sec, and whose length is 266.67 feet to the P.T.; thence

N 40 deg 10 min 00 sec E - 246.98 feet; thence with a curve to the right, whose radius is 735.00 feet, whose tangent is 849.80 feet, whose delta is 98 deg 17 min 11 sec, and whose length is 1260.83 feet to the P.T.; thence

S 41 deg 32 min 49 sec E - 349.65 feet to the point in the westerly line of the above-mentioned Neighborhood Two, Cluster One, Plat One; running thence with the said westerly line

S 48 deg 27 min 11 sec W - 70.00 feet to the point of beginning, containing 30.542 acres, more or less,

LIBER 061 PAGE 186

WILDEWOOD NEIGHBORHOOD THREE
CLUSTER NUMBER TWO ASSOCIATION, INC.
P. O. Box 532
California, Maryland 20619

April 1, 1985

To All Members of
Wildewood Neighborhoold Three
Cluster Number Two Association, Inc.

Re: Architectural Review Procedures and Regulations

Dear Homeowner:

Enclosed herewith is your copy of the Architectural Review Procedures and Regulations for Wildewood Neighborhood Three Cluster Number Two, which were approved by your Board of Directors on March 12, 1985.

Please read them carefully and keep them handy for easy reference.

Very truly yours,

Gregory R. Penk
Vice President

GRP/lle

Enclosure

BOOK 1001 PAGE 187

WILDEWOOD NEIGHBORHOOD THREE
CLUSTER NUMBER TWO ASSOCIATION, INC.

ARCHITECTURAL REVIEW PROCEDURES AND REGULATIONS

ARTICLE I

PURPOSE AND ORGANIZATION

Section 1. Purpose. The Architectural Control Procedures and Regulations included here are intended to insure an attractive, convenient, and functional development in Wildewood Neighborhood Three, Cluster Number Two, to preserve and enhance values and to maintain a harmonious relationship among structures and the natural vegetation and topography.

Section 2. The Architectural Control Committee. There is hereby created in Wildewood Neighborhood Three, Cluster Number Two Architectural Control Committee. The committee shall be composed of three or more members appointed by the Board of Directors of the Wildewood Neighborhood Three Cluster Number Two Association. The members of the committee shall serve for a term of two (2) years. The Architectural Control Committee shall regulate the external design, appearance, location, and maintenance of properties and improvements thereon.

Section 3. Powers. The Architectural Control Committee shall have powers as are outlined by and are relative to Articles I, II, III, and IV of the Architectural Review Procedures and Regulations. The specific duties and procedures of the Architectural Control Committee are outlined in "Attachment One" which is attached hereto and made a part hereof by reference.

ARTICLE II

ARCHITECTURAL REGULATIONS CONCERNING STRUCTURES

Section 1. Definition. A structure is defined as any addition or alteration of a permanent nature to the principle building, whether attached or detached.

Section 2. Proportion. Proportion of new structures and of additions to existing structures shall be complimentary to that of the principle structure on the property.

Section 3. Out/Accessory Buildings. Any and all out/accessory buildings shall be erected only after site approval by the Architectural Control Committee. Exterior surface materials, styles and color of all structures shall be in harmony with existing units and must be approved by the Architectural Control Committee.

Section 4. Fences. All fences must be approved in all particulars by the Architectural Control Committee.

Section 5. Signs. Free Standing signs must be no more than 30 inches long and 6 inches high and be of harmonious design. Such signs shall be erected on private property and must be approved by the Architectural Control Committee.

ARTICLE III

ARCHITECTURAL REGULATIONS CONCERNING NON-STRUCTURAL

Section 1. Definition. Any and all items of non-permanent nature, e.g., antennas, drying lines, pets, signs, trash, vehicles and wood piles.

Section 2. Antennas. No antennas shall be erected without the approval of the Architectural Control Committee.

Section 3. Drying Lines. Drying lines are to be placed in a non-conspicuous area and removed when not in use.

Section 4. Trash. All trash left for pickup must be confined to a trash can with a secure lid and shall be removed the same day as pickup.

Section 5. Vehicles. Parking of mobile homes, boats, recreational vehicles, trailers, machinery, etc., on the property is prohibited. The exception being short-time (10 days or less) visitors, or the above mentioned vehicles being stored inside a garage. Said vehicles shall not be occupied.

Section 6. Wood Piles. Wood piles should be neatly stacked in an inconspicuous spot on the property. If a covering for the protection of the wood is used, it shall be harmonious with the surrounding area.

Section 7. Landscaping. Any tree which does not contain any living growth during spring or summer may be removed without approval. All other trees greater than 6 inches in diameter must be approved before removal by the Architectural Control Committee. Landscaping around the foundation of in areas on the individual property which enhance the natural beauty of the neighborhood may be done without approval. Major topographical alterations and surface covering modification other than grass must be in harmony with the existing environment subject to approval of the Architectural Control Committee.

Section 8. Swimming Pools/Playground Equipment, Etc. The location, size, materials, and color of all swimming pools, playground equipment and similar items must be approved by the Architectural Control Committee and must be kept in harmony with the existing environment.

Section 9. Solar and Wind Energy Collectors/Generators. No solar or wind energy collectors/generators shall be erected without the approval of the Architectural Control Committee.

ARTICLE IV

PROCEDURES

Section 1. Applications. Any property owner wishing to construct a new building or structure, to alter or make an addition to an existing structure to modify his property as outlined in ARTICLE II or ARTICLE III in Wildewood Neighborhood Three, Cluster Number Two, must submit an application for approval of the design of the construction, alteration or addition to the Architectural Control Committee.

Section 2. Review and Approval. The Architectural Control Committee shall approve, disapprove, or approve with condition the design as submitted. In the event that the Committee fails to take action on the proposed design within thirty (30) calendar days of receipt of the application, the application shall be deemed to have been approved.

Section 3. Appeal. If the homeowner elects to appeal the committee's decision, written notification, including particulars, must be made to the Board of Directors within 10 days of disapproval. Review of the appeal will be heard at the following regularly scheduled monthly meeting.

Section 4. Additions, Alterations, and Construction of Accessory Buildings For additions, alterations, and construction of accessory buildings, a copy of the following shall be required:

(a) Lot number.

(b) Architectural plans and elevations, if prepared, or scaled sketch showing plan and elevation views of the proposed construction, at a scale of ¼ inch equals one foot or larger.

(c) Description of materials and samples of exterior surface materials and colors to be used.

(d) A site plan showing the location on the lot and the general dimensions of the proposed construction.

Section 5. Amendment of Regulations. The regulations and procedures may be amended from time to time by the Board of Directors of the Association.

DATE APPROVED

_____

BOARD OF DIRECTORS
WILDEWOOD NEIGHBORHOOD THREE
CLUSTER NUMBER TWO ASSOCIATION, INC.

Nigel Gardner, President

Gregory R. Penk, Vice President

Carolynn Randall, Treasurer

Linda L. Embach, Secretary

Rose Crowley, Member at Large

WILDEWOOD NEIGHBORHOOD THREE
CLUSTER NUMBER TWO ASSOCIATION, INC.

ARCHITECTURAL CONTROL COMMITTEE

DUTIES AND PROCEDURES

SUBMISSIONS. A submission for review by the Architectural Control Committee shall be made to only a member of the Architectural Control Committee. A member of the Architectural Control Committee shall attend all regular meetings of the Board of Directors.

SPECIAL IMPACT SUBMISSIONS

Section 1. If, in the opinion of the Architectural Control Committee, a structural change is deemed to have a significant impact on the immediate neighbors the committee shall take the steps to obtain the opinion of the affected lot owners.

Section 2. If, in the opinion of the Architectural Control Committee, a structural change is deemed to have a significant impact on the entire community, the applicant shall be notified within fifteen (15) days that their request will be posted in the next monthly newsletter and comments solicited and the Architectural Control Committee will accept comments for ten (10) days after publication.

Section 3. If the Architectural Control Committee determines that a decision cannot be responsibly made within thirty (30) days from submission, they shall notify the applicant and request an extension of a designated period of time to reach a decision. If the extension is denied, the applicant shall be deemed disapproved.

NOTICE TO BOARD OF DIRECTORS

Section 1. Application Disposition. The Architectural Control Committee shall forward a copy of each application and its disposition to the Board of Directors

Section 2. Notification to Board of Directors. The Architectural Control Committee shall notify the Board of Directors of all violators or potential violators of the Covenants, Conditions and Restrictions and of the Architectural Control Review Procedures and Regulations.

ACTION BY THE BOARD OF DIRECTORS

Section 1. Application review and disposition of appealed decisions. The Board of Directors shall be the final appeal authority for applications. They shall notify the homeowners in writing of their decision within ten (10) days after their monthly meeting.

Section 2. Violations. Upon notice, the Board of Directors shall notify the homeowner and occupant, if applicable, in writing of the violation or potential violation and request compliance.

FILED 001 PAGE 188

LIBER 001 PAGE 189

WILDEWOOD NEIGHBORHOOD THREE
CLUSTER NUMBER TWO ASSOCIATION, INC.
P.O. BOX 532
CALIFORNIA, MARYLAND 20619

June 14, 1989

To: All Members of
Wildewood Neighborhood Three
Cluster Number Two Association, Inc.

Re: Amendment to Architectural Review Procedures and Regulations

Dear Homeowner:

An amendment to the Architectural Review Procedures and Regulations for Wildewood Neighborhood Three Cluster Number Two, was approved by your Board of Directors on June 13, 1989.

Section 7 is amended as follows.

Section 7. Landscaping. Any tree which does not contain any living growth during spring or summer may be removed without approval. All other trees greater than 6 inches in circumference must be approved by the Architectural Control Committee before removal. This measurement is to be made no greater than two feet above ground level. Major topographical alterations and surface covering modification other than grass is subject to approval of the Architectural Control Committee.

We appreciate your cooperation in making this change to your copy of the Architectural Review Procedures and Regulations.

Sincerely,

BOARD OF DIRECTORS
WILDEWOOD NEIGHBORHOOD THREE
CLUSTER NUMBER TWO ASSOCIATION, INC.

Harold Siskind, President

David Staso, Vice President

Dale Hollen, Treasurer

LIBER 061 PAGE 190 Date Received: _____

WILDEWOOD NEIGHBORHOOD THREE
CLUSTER NUMBER TWO ASSOCIATION, INC.

1. ARCHITECTURAL CONTROL COMMITTEE PETITION FOR REVIEW

A. PROPERTY OWNER

1. Name: _____
2. Address: _____
3. Phone (home): _____

B. SUMMARY OF PROPOSED PROJECT (original attached)

1. _____

C. ACTION

APPROVED ☐ DISAPPROVED ☐ _____
APPROVED ☐ DISAPPROVED ☐ _____
APPROVED ☐ DISAPPROVED ☐ _____
APPROVED ☐ DISAPPROVED ☐ _____
APPROVED ☐ DISAPPROVED ☐ _____

COMMENTS: _____

D. DECISION: THIS PROJECT IS APPROVED ☐ DISAPPROVED ☐ DATE _____

To: Name
Address

From: Architectural Control Committee

Re:

COMMENTS: _____

APPROVED ☐ DISAPPROVED ☐

Del: Wildewood Neighborhood Three (Jr. mail)

AUG 14 1989

MARY R. BELL, CLERK

WILDEWOOD ASSOCIATION, INC.

HOMEOWNER ASSOCIATION DISCLOSURE ACT

1. NAME OF ASSOCIATION:

WILDEWOOD ASSOCIATION, INC.
Eighth Election District, St. Mary's County
California, Maryland 20619

DEVELOPER'S NAME: 11:19AM09/19/878 HOMASC $50.00

Paragon Builders, Inc.
Smoke Hill - P. O. Box 750
California, Maryland 20619

MANAGEMENT OF THE ASSOCIATION:

The affairs of the Association are managed by the Board of Directors, who are elected by the membership.

2. DESCRIPTION OF PROPERTY OWNED:

18.738 acres of Recreation Area and Lake
(See deed recorded in M.R.B. No. 96, Folio 288, one of the Land Records of St. Mary's County, MD)
and
9.614 acres which includes Club House, Tennis Court, Children's Play area and Lake
(See deed recorded in M.R.B. No. 96, Folio 285, one of the Land Records of St. Mary's County, MD)

The Association does not lease any property. The Association does maintain grassy areas along Wildewood Parkway which are part of the County Road and other County Streets within the Neighborhood One Area of Wildewood.

3. ZONING AND LAND USE REQUIREMENTS:

See attached letter dated June 8, 1989 from The Department of Planning & Zoning.

4. ASSOCIATION FEES, AMOUNTS, DELINQUENCY CHARGES, AND ENFORCEMENT RIGHTS OF THE ASSOCIATION:

The assessment for the fiscal year 1990 is is $220.00 per year per lot.

See Article V, "Covenant for Maintenance of Assessments", Sections 3, 5 and 6, of the Declaration of Covenants, and Conditions and the Supplementary Declaration of Covenants and Conditions which are recorded in Liber M.R.B. No. 260, folio 148, and Liber M.R.B. No. 284, folio 39, among the Land Records of St. Mary's County, Maryland, copies of which are attached hereto and read as follows:

ARTICLE V

COVENANT FOR MAINTENANCE OF ASSESSMENTS

Section 3. Basis and Maximum of Annual Assessments. The Board of Directors of the Association shall, 45 days prior to the commencement of each calender year, estimate and fix the cost of maintenance of said open space and facilities, and improvements thereof, for that year, which comprise an annual budget of the Association. Based on said budget, the Board of Directors shall assess a uniform charge on each of the lots. This annual charge per lot shall be the amount resulting from dividing the approved annual budget, as described above, by the number of lots sold, plus the number of lots then for sale in Wildewood. Such assessments so made shall be due and payable within ninety (90) days from date of billing. The amount of such assessment shall not exceed the sum of $150.00 per lot yer year excepting only a) by an increase based on the application of the U. S. Government Cost of Living Index Formula, or b) by authorized change in basis of assessment, or increase in maximum assessment, approved by vote of two-thirds (2/3) of the members granting the Board of Directors authority to increase said maximum amount for any specified period.

Section 5. Effect of Non-Payment of Assessment: The Personal Obligation of the Owner, The lien remedies of the Association. If the assessments are not paid on the date when due, then such assessment shall become delinquent, and shall, together with such interest thereon, and cost of collection thereof as hereinafter provided, thereupon shall be a charge on the land and become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns, and shall remain his personal obligation and shall

not pass to his successors in title unless expressly assumed by them. Each such assessment, together with such interest thereon and cost of collection thereof, shall also be the personal obligation of the Owner at the time the assessment falls due.

If the Assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of 8 per cent (8%) per annum, and the Association may bring action at law against the Owner personally obligated to pay same, or to foreclose the lien against the property, and there shall be added to the amount of such assessment the costs of preparing the filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the Court together with the costs of the action.

Section 6. Subordination of the Lien to Mortgage. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to assessment, provided, however, that such subordination shall apply to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosuree, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

See also Article X, Assessments, Section 36 and Section 37 of the By-Laws of Wildewood Association, Inc., a copy of which is attached hereto.

5. SPECIAL RIGHTS OR EXEMPTIONS OF THE DEVELOPER FROM THE COMMUNITY'S RESTRICTIVE COVENANTS.

The Developer's rights have expired.

6. BY-LAWS

Copy of By-Laws of Wildewood Association, Inc. attached hereto.

7. RULES

See the following:

1) Article VI, Residential Area Covenants, Sections 1 thru 7, of the Declaration of Covenants and Conditions and a Supplementary Declaration of Covenants and Conditions, which are recorded in Liber M.R.B. No. 260, folio 148 and M.R.B. No. 284, folio 39, among the Land Records of St. Mary's County, Maryland. Said copies are attached hereto and read as follows:

ARTICLE VI
Residential Area Covenants

The following covenants shall apply to all of the lots located in said Community:
Section 1. Land Use and Building Type. No lot shall be used except for residential purposes, except as shown on the Record lat; this precludes professions such as doctors, dentists, surveyors, etc. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling, which shall be used therefor.

Section 2. Nuisances. No noxious or offensive 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. Due to the unsightliness created, and possible annoyance to other residents of said subdivision, on extensive work, such as dismanteling or repairing or automobiles, boats or any machinery or any similar vehicles or machinery in the driveway, street or outside of garages throughout the property shall not be permitted.

Section 3. Structures. No structure, including fences, mobile home trailer, basement, shack, garage, barn or other out-building shall be placed on any lot at any time, temporarily or permantently unless and until a plan of such construction shall have been approved by the Association, provided, however, that this requirement shall not restrict the developer or builder, during the development and/or construction of dwellings in said community.

Section 4. Livestock and poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. The number of pets should not exceed two at any one time in any one household.

Section 5. Garbage and Refuse Disposal. No lot shall be used for or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or dispersal of such material shall be kept in a clean and sanitary condition. No unregistered motor vehicles, machinery or scrap mateial shall be stored on the lots.

Section 6. No boat, boat trailer, commercial vehicle, bus trailer or portable vehicle other than automobiles shall stay parked forward of any dwelling for a period exceeding 4 calendar days on any common property or parking space provided by the Association.

Section 7. All lot owners adjacent to Wildewood parkway shall maintain a twenty five foot buffer strip, consisting of shrubbery, greenery, and or trees, between Wildewood Parkway and said lots.

2) Article VII, Common Property Covenants, Sections 1 thru 3, of the Declaration of Covenants and Conditions, and the Supplementary Declaration of Covenants and Conditions, which are recorded in Liber M.K.B. No. 260, folio 148 and Liber M.K. B. No. 284, folio 39, among the Land Records of St. Mary's County, Maryland, which are attached hereto and read as follows:

ARTICLE VII
Common Property Covenants

Section 1. Until December 1981, the Developer shall have the non-exclusive right to use the roads and other common properties, for the purpose of developing the area and selling lots therein. This shall include the right to construct and use a building on the Common Properties for use as a sales office, and for maintenance and storage of equipment, supplies, materials, etc., which building may be left on the property by the Developer as part of the improvements at the termination of his right under this Declaration.

Section 2. No motor bikes, mini bikes, or similarly powered vhicles shall be operated or run on the trails or praths of the subdivision; nor shall any boat or other marine vehicles with internal combustion engines be allowed on the lakes of such subdivision.

Section 3. No overnight parking shall be permitted on the Common Properties.

3) Board of Director's Guidance for Architectural Improvements which was approved by the Board of Directors on July 18, 1988, a copy of which is attached hereto.

LIBER 001 PAGE 197

LIBER 200 PAGE 148

TIME 10:41 A.M.

PARAGON BUILDERS, INC. OCT 14-76 * 24486 *****22.00
OCT 14-76 A 24486 *****22.00

DECLARATION OF COVENANTS AND CONDITIONS

THIS DECLARATION, Made on the 12th day of October 1976,

by PARAGON BUILDERS, INC., a body corporate of the State of Maryland,

(hereinafter referred to as "Paragon"), its successors and assigns.

WITNESSETH

WHEREAS, Paragon is the owner of the existing real property in St. Mary's County, described in Article II of this declaration, and desires to create thereon a residential community with playgrounds, open spaces, lakes, paths, and other common facilities for the benefit of the said community; and

WHEREAS, Paragon desires to provide for the preservation of the values and amenities in said community, and for the maintenance of said open space and other common facilities; and, to this end, desire to subject the real property described in Article II, together with such additions as may hereafter be made thereto (as provided in Article II), to the covenants, conditions, easements, charges and liens, hereinafter set forth, each and all of which is for the benefit of said property and each owner thereof; and

WHEREAS, it is advisable, for the efficient preservation of the values and amenities in said community, to create an agency operated and controlled by the property owners, to hold title to the common areas, to which are delegated and assigned the powers of operating, maintaining and administering the common properties as well as collecting and disbursing the assessments and charges hereinafter credited; and

WHEREAS, Paragon has incorporated a non-profit corporation, known as Wildewood Associations, Inc., for the purpose of exercising the functions aforesaid;

NOW, THEREFORE, Paragon declares that the existing real property described in Article II, and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, easements, charges and liens (referred to as "Covenants and Conditions") hereinafter set forth. These Covenants and Conditions shall run with, and bind, the real property and shall be binding on all parties having or acquiring any right, title or interest in the described properties or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

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

(a) "Association" shall refer to Wildewood Association, Inc., (a mandatory Member-Owner non-profit corporation) its successors and assigns.

(b) "The Properties" shall refer to all such existing properties, and additions thereto, as are subject to this Declaration, or any Supplemental Declaration, under the provisions of Article II, hereof.

(c) "Common Properties" shall refer to those areas of land and facilities which Paragon herein covenants to deed and transfer title to the Association for the common use of all owners.

(d) "Lot" shall refer to any plot of land shown upon any recorded subdivision map of the Properties, with the exception of Common Properties as heretofore defined.

(e) "Owner" shall mean any record owner, whether one or more persons or entities, of the fee simple title to any lot situated within the Properties.

(f) "Member" shall mean all those Owners who are members of the Association as provided in Article III, Section 1, hereof.

(g) "Paragon Builders, Inc." or "Developer" shall mean the initial owner, its successors or assigns, of the real estate to be developed into the Wildewood's Residential Subdivision general scheme.

ARTICLE II

Section 1. EXISTING PROPERTY-All that parcel ofland situated in the Eighth Election District of St. Mary's County, Maryland, containing 207.0799 acres, more or less, conveyed to Paragon by Joseph A. Waldschmitt and Alice R. Waldschmitt, on December 5, 1975, and recorded in Liber DBK No. 218, folio 99, one of the land records of St. Mary's County, Maryland; Section One, Plat One of Wildewood, containing 22 lots, is recorded among the Plat records of St. Mary's County, Maryland, at Liber DBK No. 12, folio 58, is the initial tract now incorporated in the Wildewood general plan subject to these Declarations.

The balance of the existing Property will become subject to these Declarations in stages or phases, as they are recorded in the Plat records of St. Mary's County and become subject to assessments for their just share of the Association expenses. Paragons rights to bring in these additional stages shall expire 31 December 1981.

Section 2. Additions to Existing Property. Additional lands may become subject to this Declaration in the following manner:

(a) Paragon shall have the right to bring within the coverage of this Declaration, additional adjoining properties, in future stages of the development; provided that such additions are recorded prior to the sale of any lot, and made known to every new purchaser prior to such sale in each new section.

The proposed additions, if made, will become subject to assessment for their just share of Association expenses. The Developer's right under the provisions of this subsection to bring additional development stages within the scheme shall expire 31 December 1986.

The additions authorized under this subsection, shall be made by filing of record a Supplementary Declaration of Covenants and Conditions to apply to such additional properties.

Such Supplemental Declaration may contain such complementary additions and modifications of the covenants and conditions contained in this Declaration, as may be necessary to reflect the different character, if any, of the added properties, for so long as same are not inconsistent with the scheme of this Declaration. In no event, however, shall such Supplemental Declaration revoke, modify or add to the covenants established by this Declaration within the existing property.

ARTICLE III

Membership and Voting Rights in the Association

Section 1. Membership. Every person or entity who is a record property owner of any lot shall be a member, effective as of the date of title, and shall receive a Certificate of Membership. One Certificate of Membership shall be issued for each Lot. Such membership gives said owner a right and easement of enjoyment in and to the Common Properties provided for herein. The Grantor and Grantee of each conveyance in this subdivision covenants that Membership in Wildewood Association, Inc., and the ownership of the real estate conveyed, cannot be separated; that is, a transfer of title to the real estate, conveys by operation thereof a transfer of Membership in said Wildewood Association provided, however, that any person, firm or corporation holding a lien, or security interest in any lot shall not be a member of the Association

Section 2. Voting Rights. For purposes of voting in the Association, there shall be initially 30 outstanding votes associated with the Existing Property in Section One, Plat One, in the subdivision known as Wildewood; an additional 100 votes reserved or allocated for the additional stages of development in the Existing Properties of a total potential vote of one hundred and thirty (130). Each Certificate of Membership shall represent one vote. Initially 30 votes shall be held by the Developer. As the additional four phases of Section 1 are added to the properties, there shall be issued to the Developer an additional 25 votes for each phase. At such time as any Lot is conveyed, thereby entitling such purchaser to a membership in accordance with Section 1 hereof, such conveyance shall transfer one vote from the Developer to said purchaser. The balance of the votes shall be held and exercised by the Developer until 90% of the Lots contained in the Properties shall have been conveyed to purchasers, other than said Developer. At such time, said Developer shall assign, transfer and convey to Wildewood Association, all votes held by it in excess of the number of then owned lots, the Board of Directors of the Association, through its proper officers, shall on behalf of the said Corporation, give a receipt for and retire same, thereby reducing the outstanding memberships to a number equal to the exact number of recorded lots in Wildewood Subdivision.

Section 3. Transfers. Membership is transferred by the assignment or sale of a Lot, by inheritance, or testament upon the death of a lot owner, and rights of membership, belonging to the former owner, shall inure to the assignee, vendee, heir or legatee of the lots in Wildewood as evidenced by the records of St. Mary's County.

In the event of foreclosure sale by a mortgagee, as to a lot in Wildewood, the membership will be transferred to the purchasers upon Court ratification of said sale. The previous owner (under either a foreclosure or other sale) will so endorse the Certificates of Membership; however, in the absence of such endorsement by the previous owner, the Secretary of this Association is authorized to cancel and vacate the previous membership, execute and effect transfer of said membership. A new Certificate of Membership shall be executed and issued to the new owner by the Secretary of this Association.

ARTICLE IV
Property Rights in the Common Properties

Section 1. Member's Easements of Enjoyment. Every member shall have a right and easement of enjoyment in and to the Common Properties and such right and easement shall be appurtenant to and shall pass with the title to every lot.

Section 2. Title to Common Properties. Until such time as the Developer shall have executed and delivered a deed transferring title to the Association, the legal title to the various Common Properties shall remain in the Developer. The Developer may, at its option, retain title to any of the Common Properties until such time as, in the opinion of the Developer, the Association is able to maintain the same, and if the property is to be improved by the Developer, until such time as it has completed improvements thereon. However, the Developer hereby covenants, for itself, its successors and assigns, that it shall convey in connection with the initial phase, Section 1, Plat 1, the Common Properties to the Association, free and clear of all liens and encumbrances, as listed on Table A (a) attached, with the recording of additions to the property in subsequent phases; Paragon proposes to provide additional common properties, but is not hereby obligated to do so.

Section 3. Improvements to Common Properties by Developer. Paragon, in conjunction with the initial phase, Section 1, Plat 1, covenants to improve the Common Properties shown in Table A (a) by the common facilities listed in Table A (b) The Developer proposes to provide additional improvements to the Common Properties, in conjunction with the additions to the Properties in subsequent phases; however, the Developer is not obligated to do so.

Section 4. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:
a) the right of the Association, as provided in its Articles of Incorporation and By-laws, to supervise and control the operation and maintenance, of the common properties and facilities; to suspend the enjoyment rights of any Member for any period during which any assessment remains unpaid or for any infraction of its published rules and regulations as provided in the By-laws;
b) the right of the Association to take such steps as are reasonably necessary to protect the above described Common Properties against foreclosure; and
c) the right of the Association to charge reasonable admission and other fees for use by either members or guests of the Common facilities owned and operated by Wildewood Association; and
d) the right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members; provided, that no such dedication, or transfer, shall be effective unless as instrument signed by Members entitled to cast two-thirds (2/3) of the votes of the membership has been recorded, agreeing to such dedication, transfer, purpose or conditionl such written notice of the proposed agreement, and action thereunder must be sent to every Member at least ninety (90) days in advance of any action taken;
e) the right of the Association, in accordance with its Articles of Incorporation, and By-laws, to borrow money for the purpose of improving the Common Properties.

ARTICLE V
Covenant for Maintenance of Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments. The developer for each Lot owned by it hereby covenants, and each Owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in any deed is hereby deemed to covenant and agree to pay to the Association annual assessments and charges.

Section 2. Purposes of Assessments. The Assessment levies by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the lot owners and in particular for the improvement and maintenance of properties, services, and facilities devoted to this purpose including, but not limited to, the payment of taxes and insurance thereon, repair, replacement, and additions thereto, and for cost of labor, equipment, materials, management and supervision thereof.

TABLE A
COMMON PROPERTIES AND FACILITIES FOR
SECTION 1, Plat 1 (22 Lots - 30.36 Acres)

a) COMMON PROPERTIES:

PARAGON/ASSOCIATION

DESCRIPTION	SIZE	LOCATION	TRANSFER DATE
1) Recreation Center	4 acres		By 31 Dec. 1978*
2) Drainage areas			By 31 Dec. 1978
3) Open area	3 acres		By 31 Dec. 1978

b) COMMON FACILITIES:

DESCRIPTION	SIZE	LOCATION	AVAILABILITY DATE
1) Recreation center (a l.) entrance road & parking unpaved			By 31 Dec. 1977
2) Recreation Center Shelter/Barbeque			By 1 June 1978
3) Lake	3 acres		By 1 July 1978

*Partial occupancy and use permitted by Paragon for business area through 31 December, 1981.

Section 3. Basis and Maximum of Annual Assessments. The Board of Directors of the Association shall, 45 days prior to the commencement of each calender year, estimate and fix the cost of maintenance of said open space and facilities, and improvements thereof, for that year, which compise an annual budget of the Association. Based on said budget, the Board of Directors shall assess a uniform charge on each of the lots. This annual charge per lot shall be the amount resulting from dividing the approved annual budget, as described above, by the number of lots sold, plus the number of lots then for sale in Wildewood. Such assessments so made shall be due and payable within ninety (90) days from date of billing. The amount of such assessment shall not exceed the sum of $150.00 per lot per year, excepting only a)by an increase based on the application of the U.S. Government Cost of Living Index Formula, or b) by authorized change in basis of assessment, or increase in maximum assessment, approved by vote of two-thirds (2/3) of the members granting the Board of Directors authority to increase said maximum amount for any specified period.

Section 4. Duties of the Board of Directors. The Board of Directors of the Association shall fix the date of commencement and the amount of

the assessment against each lot for each assessment period as hereinbefore provided.

Section 5. Effect of Non-Payment of Assessment: The Personal Obligation of the Owner; The lien remedies of the Association. If the assessments are not paid on the date when due, then such assessment shall become delinquent, and shall, together with such interest thereon, and cost of collection thereof as hereinafter provided, thereupon shall be a charge on the land and become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns, and shall remain his personal obligation and shall not pass to his successors in title unless expressly assumed by them. Each such assessment, together with such interest thereon and cost of collection thereof, shall also be the personal obligation of the Owner at the time the assessment falls due.
If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of 8 per cent (8%) per annum, and the Association may bring action at law against the Owner personally obligated to pay the same, or to foreclose the lien against the property, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the Court together with the costs of the action.

Section 6. Subordination of the Lien to Mortgage. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

Section 7. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charges and liens created herein: a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; b) all Common Properties as defined in Article I, Section 1, hereof.
Notwithstanding any provisions herein, no residential lots as are within the Development and the Association shall be exempt from said assessments, charges or liens.

ARTICLE VI
Residential Area Covenants

The following covenants shall apply to all of the lots located in said Community:
Section 1. Land Use and Building Type. No lot shall be used except for residential purposes, except as shown on the Record Plat; this precludes professions such as doctors, dentists, surveyors, etc.. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling, which shall be used therefor.

Section 2. Nuisances. No noxious or offensive 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. Due to the unsightliness created, and possible annoyance to other residents of said subdivision, on extensive work, such as dismantleing or repairing of automobiles, boats or any machinery or any similar vehicles or machinery in the driveway, street or outside of garages throughout the property shall not be permitted.

Section 3. Structures. No structure, including fences, mobile home trailer, basement, shack, garage, barn or other out-building shall be placed on any lot at any time, temporarily or permanently unless and until a plan of such construction shall have been approved by the Association, provided, however, that this requirement shall not restrict the developer or builder, during the development and/or construction of dwellings in said community.

Section 4. Livestock and poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. The number of pets should not exceed two at any one time in any one household.

Section 5. Garbage and Refuse Disposal. No lot shall be used for or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or dispersal of such material shall be kept in a clean and sanitary condition. No unregistered motor vehicles, machinery or scrap material shall be stored on the lots.

Section 6. No boat, boat trailer, commercial vehicle, bus trailer or portable vehicle other than automobiles shall stay parked forward of any dwelling for a period exceeding 4 calendar days on any common property or parking space provided by the Association.

Section 7. All lot owners adjacent to Wildewood parkway shall maintain a twenty five foot buffer strip, consisting of shrubbery, greenery, and or trees, between Wildewood Parkway and said lots.

ARTICLE VII
Common Property Covenants

Section 1. Until December 1981, the Developer shall have the non-exclusive right to use the roads and other common properties, for the purpose of developing the area and selling lots therein. This shall include the right to construct and use a building on the Common Properties for use as a sales office, and for maintenance and storage of equipment, supplies, materials, etc., which building may be left on the property by the Developer as part of the improvements at the termination of his right under this Declaration.

Section 2. No motor bikes, mini bikes, or similarly powered vehicles shall be operated or run on the trails or paths of the subdivision; nor shall any boat or other marine vehicles with internal combustion engines be allowed on the lakes of such subdivision.

LIBER C61 PAGE 204

LIBER 269 PAGE 155

Section 3. No overnight parking shall be permitted on the Common Properties.

ARTICLE VIII

Section 1. Access at Reasonable Hours. For the purpose of carrying out these Articles, the Association, through its duly authorized agents or employees shall have the right, after reasonable notice to the Owner, to enter upon any lot at reasonable times for the purpose of enforcing these covenants and restrictions.

ARTICLE IX

Section 1. Duration. The covenants and conditions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date of this Declaration being recorded, after which time said covenants shall be automatically extended for a period of ten (10) years unless an instrument signed by the then Owners of two-thirds (2/3) of the lots has been recorded, agreeing to change said covenants and conditions in whole or in part, provided, however, that no such agreement to change shall be effective unless made and recorded one (1) year in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken. However, the covenants providing for maintenance of Open Space and Lake and Park Area are permanent and not subject to change.

Section 2. Notices. Any notice required to be sent to any member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 3. Enforcement. Enforcement of these covenants and conditions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or condition, either to restrain violation or to recover damages and against the land to enforce any lien created by these covenants; and failure by the Association or any Owner to enforce any covenant or condition herein contained shall in no event or deemed a waiver of the right to do so thereafter.

Section 4. Severability. Invalidation of any of these covenants or conditions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

PARAGON BUILDERS, INC.

BY Edmund W. Wettengell
EDMUND W. WETTENGELL, JR., PRESIDENT

Attest: Jan Eastwood
Secretary

- 8 -

Del. C.R. B.

10-28-76 DOROTHY BAILEY KUCHER, CLERK

Recorded under
Charges & Settlement

LIBER 284 FOLIO 39

PARAGON BUILDERS, INC.

SUPPLEMENTARY

DECLARATION OF COVENANTS AND CONDITIONS

THIS DECLARATION, Made on the 8th day of November, 1977, by PARAGON BUILDERS, INC., a body corporate of the State of Maryland, (hereinafter referred to as "Paragon"), its successors and assigns.

WITNESSETH

WHEREAS, Paragon is the owner of the existing real property in St. Mary's County, described in Article II of this Declaration, and desires to create thereon a residential community with playgrounds, open spaces, lakes, paths, and other common facilities for the benefit of the said community; and

WHEREAS, Paragon desires to provide for the preservation of the values and amenities in said community, and for the maintenance of said open space and other common facilities; and, to this end, desire to subject the real property described in Article II, together with such additions as may hereafter be made thereto (as provided in Article II), to the covenants, conditions, easements, charges and liens, hereinafter set forth, each and all of which is for the benefit of said property and each owner thereof; and

WHEREAS, it is advisable, for the efficient preservation of the values and amenities in said community, to create an agency operated and controlled by the property owners, to hold title to the common areas, to which are delegated and assigned the power of operating, maintaining and administering the common properties as well as collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Paragon has incorporated a non-profit corporation, known as Wildewood Associates, Inc., for the purpose of exercising the functions aforesaid;

NOW, THEREFORE, Paragon declares that the existing real property described in Article II, and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, easements, charges, and liens (referred to as "covenants and Conditions") hereinafter set forth. These Covenants and Conditions shall run with and bind, the real property and shall be binding on all parties having or acquiring any right, title or interest in the described properties or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

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

(a) "Association" shall refer to Wildewood Association, Inc., (a mandatory Member-Owner non-profit corporation) its successorr and assigns.

(b) "The Properties" shall refer to all such existing properties, and additions thereto, as are subject to this Declaration, or any Supplemental Declaration, under the provisions of Article II hereof.

(c) "Common Properties" shall refer to those areas of land and facilities which Paragon herein covenants to deed and transfer title to the Association for the common use of all owners.

(d) "Lot" shall refer to any plot of land shown upon any recorded subdivision map of the Properties, with the exception of Common Properties as heretofore defined.

(e) "Owner" shall mean any record owner, whether one or more persons or entities, of the fee simple title to any lot situated within the Properties.

(f) "Member" shall mean all those Owners who are members of the Association as provided in Article III, Section 1, hereof.

(g) "Paragon Builders, Inc." or "Developer" shall mean the initial owner, its successors or assigns, of the real estate to be developed into the Wildewood's Residential Subdivision general scheme.

ARTICLE II

Section 1. EXISTING PROPERTY. All that parcel of land situated in the Eighth Election District of St. Mary's County, Maryland, containing 237.0799 acres, more or less, conveyed to Paragon by Joseph A. Waldschmitt and Alice R. Waldschmitt, on December 5, 1975, and recorded in Liber DBK No. 218, folio 99, one of the land records of St. Mary's County, Maryland; Section One, Plat One of Wildewood, containing 22 lots, is recorded among the Plat records of St. Mary's County, Maryland, at Liber DBK No. 12, folio 58, is the initial tract now incorporated in the Wildewood general plan subject to these Declarations.

Section 1A. All that parcel of land situated in the Eighth Election District of St. Mary's County, Maryland, containing 16.650 acres, more or less, conveyed to Paragon by Joseph A. Waldschmitt and Alice R. Waldschmitt, on May 17, 1977, and recorded in Liber 272, folio 256, one of the land records of St. Mary's County, Maryland; Section Two, Plat One of Wildewood, containing 12 lots is recorded among the Plat records of St. Mary's County, Maryland, at Liber DBK 12, folio 117.

The balance of the existing Property will become subject to these Declarations in stages or phases, as they are recorded in the Plat records of St. Mary's County and become subject to assessments for their just share of the Association expenses. Paragon's right to bring in these additional stages shall expire December 31, 1981.

Section 2. Additions to Existing Property. Additional lands may become subject to this Declaration in the following manner:

(a) Paragon shall have the right to bring within the coverage of this Declaration, additional adjoining properties, in future stages of the development; provided that such additions are recorded prior to the sale of any lot, and made known to every new purchaser prior to such sale in each new section.

The proposed additions, if made, will become subject to assessment for their just share of Association expenses. The Developer's right under the provisions of this subsection to bring additional development stages within the scheme, shall expire December 31, 1986.

The additions authorized under this subsection, shall be made by filing of record a Supplementary Declaration of Covenants and Conditions to apply to such additional properties.

Such Supplemental Declaration may contain such complementary additions and modifications of the covenants and conditions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties, for so long as same are not inconsistent with the scheme of this Declaration. In no event, however, shall such Supplemental Declaration revoke, modify or add to the covenants established by this Declaration within the existing property.

ARTICLE III

Membership and Voting Rights in the Association

Section 1. Membership. Every person or entity who is a record property owner of any lot shall be a member, effective as of the date of title, and shall receive a Certificate of Membership. One Certificate of Membership shall be issued for each lot. Such membership gives said owner a right and easement of enjoyment in and to the Common Properties provided for herein. The Grantor and Grantee of each conveyance in this subdivision covenants that Membership in Wildewood Association, Inc., and the ownership of the real estate conveyed, cannot be separated; that is, a transfer of title to the real estate, conveys by operation thereof a transfer of Membership in said Wildewood Association, provided, however, that any person, firm or corporation holding a lien, or security interest in any lot shall not be a member of the Association

Section 2. Voting Rights. For purposes of voting in the Association, there shall be initially 30 outstanding votes associated with the Existing Property in Section One, Plat One, in the subdivision known as Wildewood; an additional 100 votes reserved or allocated for the additional stages of development in the Existing Properties of a total potential vote of one hundred and thirty (130). Each Certificate of Membership shall represent one vote. Initially 30 votes shall be held by the Developer. As the additional four phases of Section 1 are added to the properties, there shall be issued to the Developer an additional 25 votes for each phase. At such time as any lot is conveyed, thereby entitling such purchaser to a membership in accordance with Section 1 hereof, such conveyance shall transfer one vote from the Developer to said purchaser. The balance of the votes shall be held and exercised by the Developer until 90% of the lots contained in the Properties shall have been conveyed to purchasers, other than said Developer. At such time, said Developer shall assign, transfer and convey to Wildewood Association, all votes held by it in excess of the number of then owned lots, the Board of Directors of the Association, through its proper officers, shall on behalf of the said Corporation, give a receipt for and retire same, thereby reducing the outstanding memberships to a number equal to the exact number of recorded lots in Wildewood Subdivision.

Section 3. Transfers. Membership is transferred by the assignment or sale of a lot, by inheritance, or testament upon the death of a lot owner, and rights of membership, belonging to the former owner, shall inure to the assignee, vendee, heir or legatee of the lots in Wildewood as evidenced by the records of St. Mary's County.

In the event of foreclosure sale by a mortgagee, as to a lot in Wildewood, the membership will be transferred to the purchasers upon Court ratification of said sale. The previous owner (under either a foreclosure or other sale) will so endorse the Certificates of Membership; however, in the absence of such endorsement by the previous owner, the Secretary of this Association is authorized to cancel and vacate the previous membership, execute and effect transfer of said membership. A new Certificate of Membership shall be executed and issued to the new owner by the Secretary of this Association.

ARTICLE IV
Property Rights in the Common Properties

Section 1. Member's Easements of Enjoyment. Every member shall have a right and easement of enjoyment in and to the Common Properties and such right and easement shall be appurtenant to and shall pass with the title to every lot.

Section 2. Title to Common Properties. Until such time as the Developer shall have executed and delivered a deed transferring title to the Association, the legal title to the various Common Properties shall remain in the Developer. The Developer may, at its option, retain title to any of the Common Properties until such time as, in the opinion of the Developer, the Association is able to maintain the same, and if the property is to be improved by the Developer, until such time as it has completed improvements thereon. However, the Developer hereby covenants, for itself, its successors and assigns, that it shall convey in connection with the initial phase, Section 1, Plat 1, the Common Properties to the Association, free and clear of all liens and encumbrances, as listed on Table A (a) attached, with the recording of additions to the property in subsequent phases; Paragon proposes to provide additional common properties, but is not hereby obligated to do so.

Section 3. Improvements to Common Properties by Developer. Paragon, in conjunction with the initial phase, Section 1, Plat 1, covenants to improve the Common Properties shown in Table A (a) by the common facilities listed in Table A (b) The Developer proposes to provide additional improvements to the Common Properties, in conjunction with the additions to the Properties in subsequent phases; however, the Developer is not obligated to do so.

Section 4. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:
a) the right of the Association, as provided in its Articles of Incorporation and By-laws, to supervise and control the operation and maintenance, of the common properties and facilities; to suspend the enjoyment rights of any Member for any period during which any assessment remains unpaid or for any infraction of its published rules and regulations as provided in the By-laws;
b) the right of the Association to take such steps as are reasonably necessary to protect the above described Common Properties against foreclosure; and
c) the right of the Association to charge reasonable admission and other fees for use by either members or guests of the Common facilities owned and operated by Wildewood Association; and
d) the right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members; provided, that no such dedication, or transfer, shall be effective unless as instrument signed by Members entitled to cast two-thirds (2/3) of the votes of the membership has been recorded, agreeing to such dedication, transfer, purpose or conditions, and such written notice of the proposed agreement, and action thereunder must be sent to every Member at least ninety (90) days in advance of any action taken;
e) the right of the Association, in accordance with its Articles of Incorporation, and By-laws, to borrow money for the purpose of improving the Common Properties.

ARTICLE V

Covenant for Maintenance of Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments. The developer for each lot owned by it hereby covenants, and each Owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in any deed is hereby deemed to covenant and agree to pay to the Association annual assessments and charges.

Section 2. Purposes of Assessments. The Assessment levies by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the lot owners and in particular for the improvement and maintenance of properties, services, and facilities devoted to this purpose including, but not limited to, the payment of taxes and insurance thereon, repair, replacement, and additions thereto, and for cost of labor, equipment, materials, management and supervision thereof.

TABLE A
COMMON PROPERTIES AND FACILITIES FOR
SECTION 1, Plat 1 (22 Lots - 30.36 Acres)

PARAGON/ASSOCIATION

a) COMMON PROPERTIES:

DESCRIPTION	SIZE	LOCATION	TRANSFER DATE
1) Recreation Center	4 acres		By 31 Dec. 1978*
2) Drainage areas			By 31 Dec. 1978
3) Open area	3 acres		By 31 Dec. 1978

b) COMMON FACILITIES:

DESCRIPTION	SIZE	LOCATION	AVAILABILITY DATE
1) Recreation Center (a'l.) entrance road & parking - unpaved			By 31 Dec. 1977
2) Recreation Center Shelter/Barbeque			By 1 June 1978
3) Lake	3 acres		By 1 July 1978

*Partial occupancy and use permitted by Paragon for business areas through 31 December, 1981.

Section 3. Basis and Maximum of Annual Assessments. The Board of Directors of the Association shall, 45 days prior to the commencement of each calender year, estimate and fix the cost of maintenance of said open space and facilities, and improvements thereof, for that year, which comprise an annual budget of the Association. Based on said budget, the Board of Directors shall assess a uniform charge on each of the lots. This annual charge per lot shall be the amount resulting from dividing the approved annual budget, as described above, by the number of lots sold, plus the number of lots then for sale in Wildewood. Such assessments so made shall be due and payable within ninety (90) days from date of billing. The amount of such assessment shall not exceed the sum of $150.00 per lot per year, excepting only a)by an increase based on the application of the U.S. Government Cost of Living Index Formula, or b) by authorized change in basis of assessment, or increase in maximum assessment, approved by vote of two-thirds (2/3) of the members granting the Board of Directors authority to increase said maximum amount for any specified period.

Section 4. Duties of the Board of Directors. The Board of Directors of the Association shall fix the date of commencement and the amount of

the assessment against each lot for each assessment period as hereinbefore provided.

Section 5. Effect of Non-Payment of Assessment: The Personal Obligation of the Owner; The lien remedies of the Association. If the assessments are not paid on the date when due, then such assessment shall become delinquent, and shall, together with such interest thereon, and cost of collection thereof as hereinafter provided, thereupon shall be a charge on the land and become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns, and shall remain his personal obligation and shall not pass to his successors in title unless expressly assumed by them. Each such assessment, together with such interest thereon and cost of collection thereof, shall also be the personal obligation of the Owner at the time the assessment falls due.
If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of 8 per cent (8%) per annum, and the Association may bring action at law against the Owner personally obligated to pay the same, or to foreclose the lien against the property, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the Court together with the costs of the action.

Section 6. Subordination of the Lien to Mortgage. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

Section 7. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charges and liens created herein: a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; b) all Common Properties as defined in Article I, Section 1, hereof.
Notwithstanding any provisions herein, no residential lots as are within the Development and the Association shall be exempt from said assessments, charges or liens.

ARTICLE VI
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The following covenants shall apply to all of the lots located in said Community:
Section 1. Land Use and Building Type. No lot shall be used except for residential purposes, except as shown on the Record Plat; this precludes professions such as doctors, dentists, surveyors, etc.. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling, which shall be used therefor.

Section 2. Nuisances. No noxious or offensive 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. Due to the unsightliness created, and possible annoyance to other residents of said subdivision, no extensive work, such as dismantling or repairing of automobiles, boats or any machinery or any similar vehicles or machinery in the driveway, street or outside of garages throughout the property shall not be permitted.

Section 3. Structures. No structure, including fences, mobile home trailer, basement, shack, garage, barn or other out-building shall be placed on any lot at any time, temporarily or permanently unless and until a plan of such construction shall have been approved by the Association, provided, however, that this requirement shall not restrict the developer or builder, during the development and/or construction of dwellings in said community.

Section 4. Livestock and poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. The number of pets should not exceed two at any one time in any one household.

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Section 6. No boat, boat trailer, commercial vehicle, bus trailer or portable vehicle other than automobiles shall stay parked forward of any dwelling for a period exceeding 4 calendar days on any common property or parking space provided by the Association.

Section 7. All lot owners adjacent to Wildewood parkway shall maintain a twenty five foot buffer strip, consisting of shrubbery, greenery, and or trees, between Wildewood Parkway and said lots.

ARTICLE VII
Common Property Covenants

Section 1. Until December 1981, the Developer shall have the non-exclusive right to use the roads and other common properties, for the purpose of developing the area and selling lots therein. This shall include the right to construct and use a building on the Common Properties for use as a sales office, and for maintenance and storage of equipment, supplies, materials, etc., which building may be left on the property by the Developer as part of the improvements at the termination of his right under this Declaration.

Section 2. No motor bikes, mini bikes, or similarly powered vehicles shall be operated or run on the trails or paths of the subdivision; nor shall any boat or other marine vehicles with internal combustion engines be allowed on the lakes of such subdivision.

Section 3. No overnight parking shall be permitted on the Common Properties.

ARTICLE VIII

Section 1. Access at Reasonable Hours. For the purpose of carrying out these Articles, the Association, through its duly authorized agents or employees shall have the right, after reasonable notice to the Owner, to enter upon any lot at reasonable times for the purpose of enforcing these covenants and restrictions.

ARTICLE IX

Section 1. Duration. The covenants and conditions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date of this Declaration being recorded, after which time said covenants shall be automatically extended for a period of ten (10) years unless an instrument signed by the then Owners of two-thirds (2/3) of the lots has been recorded, agreeing to change said covenants and conditions in whole or in part, provided, however, that no such agreement to change shall be effective unless made and recorded one (1) year in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken. However, the covenants providing for maintenance of Open Space and Lake and Park Area are permanent and not subject to change.

Section 2. Notices. Any notice required to be sent to any member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 3. Enforcement. Enforcement of these covenants and conditions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or condition, either to restrain violation or to recover damages and against the land to enforce any lien created by these covenants; and failure by the Association or any Owner to enforce any covenant or condition herein contained shall in no event or deemed a waiver of the right to do so thereafter.

Section 4. Severability. Invalidation of any of these covenants or conditions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

PARAGON BUILDERS, INC.

BY: Edmund W. Nitzengel, Jr. (SEAL)
EDMUND W. NITZENGEL, JR.
PRESIDENT

Rel: ARS

DEC 5 1977

MARY R. BELL, CLERK

BY-LAWS

OF WILDEWOOD ASSOCIATION, INC.

ARTICLE I

Preliminary

SECTION 1. The Association, for purposes of registration, is deemed to consist of one-hundred thirty (130) members.

SECTION 2. The Directors hereinafter mentioned may, whenever the business of the Association requires it, register an increase of members.

SECTION 3. "Association" shall mean and refer to the WILDEWOOD ASSOCIATION, INC., a non-profit corporation organized and existing under the laws of the State of Maryland.

SECTION 4. "The Properties" shall mean and refer to that parcel of land as described in Article II of the Declaration of Covenants and Conditions.

SECTION 5. "Common property or properties" shall mean and refer to the park area and open space area and other recreation areas and facilities, ponds/lakes, roads and trail easements and any buildings and structures and properties incident thereto, and any and all properties owned and maintained by the Association.

SECTION 6. "Declaration of Covenants" shall mean and refer to the Declaration of Covenants and Conditions dated October 12, 1976 and recorded in the Records office of St. Mary's County, Maryland, at Liber DBK No. 260, folio 148. This term shall also include any supplementary Declarations and Record Plats for Section I future phases.

ARTICLE II

Membership

SECTION 7. Every person or entity who is a record owner of a fee or undivided fee interest in any lot which is subject by Declaration of Covenants of record to assessment by the Association, shall be a member of the Association, and shall receive a Certificate of Membership. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation.

Membership shall be appurtenant to 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.

SECTION 8. The rights of membership are subject to the payment of annual and special assessments levied by the Association, the obligation of which assessments is imposed against each owner of and becomes a lien upon the property against which such assessments are made as provided by Article V of the Declaration of Covenants to which The Properties are subject.

SECTION 9. The membership rights of any person whose interest in The Properties is subject to assessments under Section 8 above, whether or not he be personally obligated to pay such assessments, may be suspended by action of the Directors during the period when the assessments remain unpaid; but, upon payment of such assessments, his rights and privileges shall be automatically restored. If the Directors have adopted a published rules and regulations governing the use of the Common Properties and facilities, and the personal conduct of any person thereon, which may be referred to as Wildewood Association Rules and Regulations as provided in Paragraph 21(d), they may, in their discretion, suspend the rights of any such person for violation of such Rules and Regulations for a period not to exceed thirty (30) days, after having informed the person or persons in writing of the alleged violation and giving said person or persons an opportunity to appear before the Board.

SECTION 10. Should the Board determine that said abuse or said conduct has continued, re-occurred or, in its discretion, that the Rules and Regulations pertaining to said privilege have been violated constituting a second offense by said person or persons, the Board may after hearing as hereinbefore provided, in its discretion, suspend such rights for a period not to exceed ninety (90) days.

SECTION 11. Should the Board in its judgment find that said person or persons have failed to abide by the Rules and Regulations and thereby have violated and abused said rights, after due consideration and hearing constituting a third offense, which consideration shall be made and determined by and before at least two-thirds of the members of said Board, the Board may, after hearing as hereinbefore provided, in its discretion, suspend such rights for a time determined by said Board.

SECTION 12. No action at any time by the Board in the carrying out of its duties and powers in the promotion of the general welfare and in administering and operation of Common Properties and its facilities, shall be based upon discrimination of any race, color or creed.

ARTICLE III

Voting Rights

SECTION 13. The voting rights in the Association are as defined in the Declaration of Covenants and Conditions.

ARTICLE IV

Property Rights and Rights of Enjoyment of Common Properties

SECTION 14. Each member shall be entitled to the use and enjoyment of the Common Properties and facilities as provided in Article IV, Declaration of Covenants applicable to The Properties.

SECTION 15. Any member may extend his rights of enjoyment in the Common Properties and facilities to the members of his family who reside upon the Properties or delegate such rights to any of his tenants who reside thereon under a leasehold interest. Such member shall notify the Secretary in writing of such person and of the relatiionship of the member to such person and the duration of such delegation. The rights and privileges of such person are subject to suspension under Section 9, to the same extent as those of the member.

ARTICLE V

Meeting of Members

SECTION 16. The regular annual meeting shall be held during the month of November in each year on a date designated by the Board of Directors at least thirty (30) days prior to the date designated.

SECTION 17. Special meetings of the members for any purpose may be called at any time by the President, the Vice-President, the Secretary or Treasurer, or by any two or more members of the Board of Directors, or upon written request of twenty-five (25) members who have a right to vote.

SECTION 18. Notice of any meetings shall be given to the members by the Secretary, and notices of any meeting, regular or special, shall be mailed or otherwise delivered at least fifteen (15) days in advance of the meeting and shall set forth in general the nature of the business to be transacted; provided, however, that if the business of any meeting shall involve an election governed by Section 28 or any action governed by the Articles of Incorporation or by the Declaration of Covenants applicable to the Properties, notice shall be given or sent as therein provided.

ARTICLE VI

Board of Directors

SECTION 19. The affairs of this Association shall be managed by a Board of Directors of seven (7) persons, at least five of whom shall be members of the Association. The number of Directors may be changed by amendment to these By-Laws. In addition, a representative of Paragon Builders, Inc., its successors or assigns, as designated by Paragon, its successors or assigns, shall be an ex-officio member as Advisor to the Board of Directors until such time as legal title to 90% of the lots in Neighborhood One are conveyed. The member so appointed by Paragon shall receive written notice of all meetings of the Board of Directors and of the Corporation. The normal term of office of Directors shall be two years and the term of office may only be otherwise terminated by a declaration in writing of the intent to resign; or a 2/3 vote by the entire membership to revoke a directorship.

SECTION 20. Vacancies on the Board of Directors shall be filled by an appointment by the remaining Directors. Any such appointed Director shall hold office until his successor is elected by the Members, who may make such election at the next annual meeting of the Members or at any special meeting duly called for that purpose.

ARTICLE VII

Power of Directors

SECTION 21. The Board of Directors shall have power:

(a) To call special meetings of the members whenever it deems necessary and it shall call a meeting at any time upon written request of twenty-five (25) of the voting memberships, as provided in Section 17.

(b) To appoint and remove at pleasure all officers, agents and employees of the Association, prescribe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these Articles shall be construed to prohibit the employment of any Member, Officer or Director by the Association in any capacity whatsoever.

(c) To establish, levy and assess, and collect the assessments or charges referred to in Section 8.

(d) To adopt and publish Rules and Regulations governing the use of the common properties and facilities and the personal conduct of the members and their guests thereon.

(e) To exercise for the Association all powers, duties and authority vested in or delegated to this Association, except those reserved to the meeting of members or as set forth in the Declaration of Covenants.

(f) To employ professional accounting services to furnish accounting and financial statements.

SECTION 22. It shall be the duty of the Board of Directors:

(a) To cause to be kept a complete record of all its acts and Association affairs and to present a statement thereof to the members at the Annual or Special Meeting.

(b) To supervise all officers, agents and employees of this Association, and to see that their duties are properly performed.

(c) As more fully provided in Article V of the Declaration of Covenants applicable to the Properties:

1) To fix the amount of the assessment against each assessment period at least thirty (30) days in advance of such date or period, at the same time;

2) To prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any member, and, at the same time;

3) to send written notice of each assessment to every owner subject thereto.

(d) Take all necessary steps to ensure compliance with and enforcement of the Declaration of Covenants applicable to the Properties.

(e) To plan for the optimum utilization and application of the common facilities in the interests of the membership.

(f) To cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether any assessment has been paid. Such certificate shall be conclusive evidence of any assessment therein stated to have been paid.

SECTION 23. The highest amount of indebtedness or liability, direct or contingent, to which this Association may be obligated by the Board of Directors at any one time shall not exceed $5,000.00 or shall not exceed 150% of its gross income for the previous fiscal year, whichever is greater, provided that additional amounts may be authorized by the assent of two-thirds (2/3) of the membership.

SECTION 24. The removal of authority for the Board of Directors to conduct any business or affairs of the Association or the overturning of previous Board decisions can only be accomplished by a two-thirds of the voting membership at any regular or special meeting of the membership.

ARTICLE VIII

Election of Directors

SECTION 25. Election to the Board of Directors shall be by written ballot as hereinafter provided. At such election, the members or their proxies may cast, in respect of each vacancy, as many votes as they are entitled to exercise under the provisions of the recorded Declaration of Covenants applicable to The Properties. The names receiving the largest number of votes shall be elected.

SECTION 26. Nominations for election to the Board of Directors shall be made by a Nomination Committee which shall be one of the Standing Committees of the Association.

SECTION 27. The Nominating Committee shall consist of at least three (3) people. One member shall be from the Board of Directors whose term does not expire prior to the next Annual Meeting. The other members shall be selected from the membership. The Nominating Committee shall be appointed by the Board of Directors not later than thirty (30) days subsequent to the Annual Meeting.

SECTION 28. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members, as the Committee in its discretion shall determine, and within the limits of Section 19 above.

SECTION 29. All elections to the Board of Directors shall be made on written ballot which shall: (a) describe the vacancies to be filled; (b) set forth the names of those nominated by the Nominating Committee for such vacancies; and (c) contain a space for a write-in vote by the members for each vacancy. Such ballots shall be prepared and mailed by the Secretary to the members at least thirty (30) days in advance of the date set forth therein for a return (which shall be a date not later than five (5) days before the meeting called for elections).

SECTION 30. Each member shall receive as many ballots as he has votes. Notwithstanding that a member may be entitled to several votes, he shall exercise on any one ballot only one vote for each vacancy shown thereon. The completed ballots shall be returned as

follows: Each ballot shall be placed in a sealed envelope marked "Ballot" but not marked in any other way. Each such ballot envelope shall contain only one ballot, and the members shall be advised that, because of the verification procedures of Section 39, the inclusion of more than one ballot in any one "Ballot" envelope shall disqualify the return. Such "Ballot" envelope, or envelopes (if the member or his proxy is exercising more than one vote), shall be placed in another sealed envelope which shall bear on the back the name and signature of the member or his proxy and the number of ballots being returned.

SECTION 31. Upon receipt of each return, the Secretary shall immediately place it in a locked place until the day set for the meeting at which the elections are to be held. On that day, the external envelopes containing the "Ballot" envelopes shall be given, unopened, to the Election Committee which shall consist of five members appointed by the Board of Directors. The Election Committee shall adopt a procedure which shall:

(a) Establish that the number of ballot envelopes cast by each member corresponds to the number of votes allowed to the member or his verified proxy identified on the outside envelope containing them; and,

(b) Verify the identity of the person casting the ballots; and

(c) If the vote is by proxy, that a proxy has been filed with the Secretary as provided in Section 58 and that such proxy is valid.

(d) Such procedures shall be taken in such a manner that the vote of any member or his proxy shall not be disclosed to anyone, not even the Election Committee.

(e) If any Ballot envelope is found to contain more than one Ballot, each such ballot shall be disqualified and shall not be counted.

(f) In the event that two or more nominees receive an equal number of votes, the Election Committee shall decide the winner by the toss of a coin.

(g) The Election Committee's report shall follow this form:

--- Number of votes cast,

--- Number of illegal votes, if any,

--- The number of votes received by any individual candidate SHALL NOT be disclosed.

(h) Immediately after the announcement of the results, unless a review of the procedure is demanded by the members present, the Ballots and the outside envelopes shall be destroyed.

ARTICLE IX

Director's Meetings

SECTION 32 - Regular meetings of the Board of Directors shall be held monthly.

SECTION 33 - Omitted in Revision in October 1982.

SECTION 34 - Special meetings of the Board of Directors shall be held when called by any officer of the Association or by any two Directors after not less than fifteen (15) days' notice to each Director.

SECTION 35 - The majority of the Board of Directors shall constitute a quorum thereof.

ARTICLE X

Assessments

SECTION 36 - The Board of Directors each year shall estimate and fix the cost of maintenance and improvement of the common property and facilities and other operating expenses for the coming year and assess a charge on a pro-rata basis to said members. The same shall constitute the annual charge described and referred to as an assessment and lien in Article V of the Declaration of Covenants. Said charge shall be due and payable to the Treasurer of the Association as provided for in Article V.

SECTION 37 - The Board of Directors may further make other charges and set fees for guests or use of common facilities by any duly authorized person or organization in connection with the operation and administration of the recreational facilities, but not in such amount or manner so as to result in profit.

ARTICLE XI

Guests

SECTION 38 - Association members are authorized to sponsor guests within limits set by the Board of Directors, to use and enjoy the Common Properties and facilities therein. Such guests will be admitted to the Common Properties and subject to the Rules and Regulations governing the use of said Common Properties and facilities and personal conduct as adopted and published by the Board of Directors, and referred to as Association Rules and

Regulations. Such Rules and Regulations will be conspicuously posted on the Common Properties and a copy furnished to each member. Members are responsible for the conduct of their guests. Abuses of Rules and Regulations by guests may be grounds for action against the member sponsor as hereinbefore provided.

SECTION 39 - All guests desiring to use the facilities of the Common Properties shall be registered by the Member, with a duration for each guest, with the Association or its authorized representative. Members will register guests and pay admission fees in advance and will issue a limited period guest card to said guests for identification at all facilities. The Association reserves the right to restrict guest privileges (except Guest Houses - only) when the Association facilities are used to capacity.

ARTICLE XII

Officers

SECTION 40 - The Officers shall be a President, Vice-President, a Secretary and a Treasurer. The President and the Vice-President shall be members of the Board of Directors.

SECTION 41 - The Officers shall be chosen by majority vote of the Directors.

SECTION 42 - All Officers shall hold office during the pleasure of the Board of Directors.

SECTION 43 - The President shall preside at all meetings of the Board of Directors, shall see that orders and resolutions of the Board of Directors are carried out and sign all notes, leases, mortgages, deeds and all other written instruments.

SECTION 44 - The Vice-President shall perform all the duties of the President in his absence.

SECTION 45 - The Secretary shall be ex-officio Secretary of the Board of Directors, shall record the votes and keep the minutes of all proceedings in a book to be kept for that purpose. He/she shall sign all Certificates of Membership. He/she shall keep for that purpose the names and addresses of all members of the Association (see Section 19).

SECTION 46 - The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors provided, however, that a resolution of the Board of

Directors shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board.

SECTION 47. The Treasurer shall keep proper books of account and cause an audit of the Association books to be made by a C.P.A., at such time as the Treasurer leaves office, and as provided by Section 62. He shall prepare an annual budget, and an annual balance sheet statement shall be presented to the membership at its regular annual meeting.

SECTION 48. The Board of Directors may appoint an Assistant Secretary to assist in performing the duties of the Secretary. The Assistant Secretary shall also perform such duties as may be required by the Board of Directors.

SECTION 48A. Indemnification of Officers and Directors - Each officer and Director of the Association in consideration of his services as such, shall be indemnified by the Association to the extent permitted by law against expenses and liabilities reasonably incurred by him in connection with the defense of any action, suit or proceeding, civil or criminal, to which he may be a party by reason of being or having been a Director of officer of the Association. The foregoing right of indemnification shall not be exclusive of any other rights to which the Director of Officer or person may be entitled by law or agreement, or vote of the members, or otherwise.

ARTICLE XIII

Committees

SECTION 49 - (a) The Board of Directors will provide as a minimum for the following as Standing Committees of the Association:

The Recreation Committee
The Land Use Committee
The Election Committee
The Finance Committee
The Nominating Committee
The Architectural Control Committee

(b) Unless otherwise provided herein, the Chairman of each Committee shall attend the regular meetings of the Board of Directors. Chairman shall be appointed by the Board of Directors subsequent to each annual meeting to serve to the close of the next annual meeting. The Board of Directors may appoint such other committees as it deems desirable.

SECTION 50. The Nominating Committee shall have the duties and functions described in Section 28.

SECTION 51. The Recreation Committee shall advise the Board of Directors on all matters pertaining to the recreational program and activities of the Association and shall perform such other functions as the Board, in its discretion, determines.

SECTION 52. The Land Use Committee shall advise the Board of Directors on all matters pertaining to the maintenance, repair or improvement of the Common Properties and facilities of the Association, and shall perform such other functions as the Board, in its discretion, determines.

SECTION 53. The Finance Committee shall provide input to the Annual Budget. The Committee shall also make recommendations to the Board of Directors concerning policies and practices relating to financial management of the Association.

SECTION 53A. The Architectural Control Committee shall have authority to review and recommend for approval by the Board all Architectural changes within the Community using the guidelines already in existence, e.g., the By-Laws, and the Board of Director's Guidance for Architectural Improvements which was approved on 8/18/81. Upon receipt of a request for an Architectural Change, the Committee shall submit their recommendation to the Board at its next regularly scheduled monthly Board meeting. The Board will notify the homeowner of their decision.

If additions or changes to the existing guidelines are desired by the Committee, the requested change shall be submitted to the Board for their consideration.

SECTION 54. It shall be the duty of each committee to receive complaints from members on any matter involving Association functions, duties and acitivities within its field of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such committee, Director or Officer of the Association as is further concerned with the matter presented.

ARTICLE XIV

Salaries of Officers and Directors

SECTION 55. All Officers and Directors will be entitled to receive such compensation as is from time to time determined by the Board of Directors and approved by two-thirds (2/3) of the members.

ARTICLE XV

Books and Papers

SECTION 56. Such papers as may be placed on file by the vote of the members or the Board of Directors and the books and records shall at all times, during reasonable business hours, be subject to the inspection of any member.

SECTION 57. At all corporate meetings of members, each member may vote in person or by proxy.

SECTION 58. All proxies shall be in writing and filed with the Secretary. No proxy shall extend beyond a period of eleven (11) months, and every proxy shall automatically cease upon sale by the member of his lots.

ARTICLE XVI

ARTICLE XVII

Corporate Seal

SECTION 59. This Association shall have a seal in circular form having within its circumference the words:

WILDEWOOD ASSOCIATION, INC.

ARTICLE XVIII

Amendments

SECTION 60. These By-Laws may be amended by the Board of Directors, provided that those provisions of these By-Laws which are governed by the Articles of Incorporation may not be amended except as provided by applicable law; and provided further that any matter stated herein which is governed by the Declaration of Covenants may not be amended except as provided in such Declaration of Covenants.

SECTION 61. In the case of any conflict between the By-Laws and the Articles of Incorporation, the Articles control; and the case of any conflict between the Declaration of Covenants and these by-laws, the Declaration of Covenants shall control.

ARTICLE XIX

Audit

SECTION 62. Subsequent to and not later than 30 days after the Treasurer's term of office, the Treasurer shall arrange to have the books audited by a Certified Public Accountant and provide a report to all of the members.

ARTICLE XX

Notices

SECTION 63. A notice may be served by the Association upon any member either personally, or by leaving the same, or by posting it in a pre-paid letter addressed to him, at the address provided to the Secretary of the Association pursuant to Section 18.

ARTICLE XXI

Dissolution

SECTION 64. The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of the membership.

SECTION 65. Upon the dissolution of the Association, the assets both real and personal of the Association, shall be dedicated or transferred to an appropriate public agency or to any non-profit corporation, association, trust or other organization to be devoted to purposes and uses that would most nearly reflect the purposes and uses to which they were required to be devoted by the Association.

ARTICLE XXII

Annexation of Additional Properties

SECTION 66 - The Association may, at any time, annex other residential properties and common areas to the Properties and so add to its membership, provided, that any such annexation shall have the assent of two-thirds (2/3) of the entire membership.

ARTICLE XXIII

Authority and Mortgage

SECTION 67 - Any mortgage by the Association of the Common Properties shall have the assent of two-thirds (2/3) of the entire membership.

ARTICLE XXIV

Procedures for Specified Actions

SECTION 68. In order to take action under Sections 23 and 64 hereof, there must be a duly held meeting of the members. Written notice, setting forth the purpose of the meeting, shall be given to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. The presence of members or of proxies entitled to cast two-thirds (2/3) of the votes of membership shall consitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth above, and the required quorum at such subsequent meeting shall be one-half (1/2) of the required quorum of the preceeding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. In the event that two-thirds (2/3) of the voting membership are not present in person or by proxy, the action taken pursuant to Sections 23 and 63 may be ratified by a combination of the voting membership present at a duly held meeting and the written assent of those members not present which total two-thirds (2/3).

SECTION 69. Roberts Rules of Order. (Revised) shall govern the Association in all cases in which it applies, except where it is in conflict with these By-Laws, in which case these By-Laws shall take precedence. Items of conflict shall be resolved by the Parliamentarian, if any, or by a majority of the vote of the members present.

Richard F. Bonowitz, President

Delores Cooke, Vice President

Joseph O. Knopfel, Secretary

Daniel T. Doherty, Treasurer

George H. Nevin, Member

APPROVED BY THE MEMBERSHIP AT ANNUAL MEETING 12/3/85

ER 001 m227

ST. MARY'S COUNTY GOVERNMENT

P. O. BOX 653 • GOVERNMENTAL CENTER • LEONARDTOWN, MARYLAND 20650
(301) 475-5621

June 8, 1989

Wildewood Association, Inc.
For Neighborhood One
c/o P.O. Box 750
California, Maryland 20619

RE: Zoning and land use requirements

To Whom It May Concern:

In response to your request for a description of the zoning and permitted land use in Neighborhood 1, Section 1 of Wildewood Subdivision; this neighborhood is zoned R-1, Rural-Residential, which provides low-density residential development in rural and suburban areas of the County.

The major permitted use in this zoning category is for single family dwellings at a density of one house per acre. Also permitted are schools and churches, public parks, home occupations and other uses to serve the needs of the neighborhood.

The established use, however, appears to be strictly for residential purposes.

All regulations for the R-1 zoning district are described in Article 32.01 of St. Mary's County Zoning Ordinance.

Please contact me if more detailed information is needed.

Sincerely yours,

Phil Shire
Plans Reviewer
Department of Planning & Zoning

PS:am

WILDEWOOD ASSOCIATION, INC. [illegible]

BOARD OF DIRECTOR'S GUIDANCE FOR ARCHITECTURAL IMPROVEMENTS

FENCE

A fence shall be of split-rail or line fence design with horizontal rails (one or two-rail design preferred). The top rail of such fence shall not exceed 39 inches from the ground. Chain link (wire/metal) stockade, basket weave, flat board (vertical or horizontal), or other "privacy" type fencing are not considered appropriate.

CONFINEMENT FENCE

Confinement fences shall be located at least 25 feet from the property line, as defined on the house location survey, and shall be located behind the rear wall line of the house.

DECORATIVE/LANDSCAPING FENCE

A decorative/landscaping fence may be placed in the front of the house, but shall be a minimum of 25 feet from the front and side property lines, as defined on the house location survey.

BORDER FENCE

A border fence is defined as plastic/wood/or metal fencing used to beautify a planting area. Border fences shall not exceed twelve inches in height and shall add to the aesthetic value of the area and the community. Border fences shall be a minimum of 25 feet from the property line, as defined on the house location survey. Approval of the Board is not required for border fences; however, if after installation, a written complaint is received, the Board, after site inspection, may require the removal of such fencing that does not meet the aesthetic intent.

STRUCTURE

A structure is defined as any outbuildings, decks, porches, pools, gazebos, etc., regardless of size, attached or detached. Structures shall be erected behind the rear wall line of the house and shall blend with the surrounding area. There will be a minimum of 25 feet of undisturbed area between the structure and the property line. Structures, especially outbuildings, shall be placed so as to offer maximum concealment.

ANTENNAS
(TO INCLUDE SATELITE SIGNAL RECEIVING EQUIPMENT)

Antennas, including but not limited to Satellite Signal Receiving Equipment, may not be placed anywhere on the property except with the express, written permission of the Board of Directors. Internal antenna installations are permitted so long as they do not penetrate the exterior of existing, approved structures.

APPROVED by the Board of Directors at its meeting of July 19, 1988.

Joseph D. Knoettel

John B. Patterson

Peter D. Butt, Jr.

Michael F. Eckman

Lynn Willett

David A. Poole

Charles Blankenship

SEP 19 1989 MARY R. BELL, CLERK

LIBER 001 PAGE 223

CHESTNUT RIDGE SUBDIVISION ASSOCIATION, INC.
DISCLOSURES PURSUANT TO THE
HOMEOWNER ASSOCIATION DISCLOSURE ACT

1. NAME OF ASSOCIATION:

CHESTNUT RIDGE SUBDIVISION ASSOCIATION, INC.
Third Election District, St. Mary's County
Leonardtown, Maryland 20650

DECLARANT'S NAME:

DELMARVA PROPERTIES, INC.
Box 1700
West Point, Virginia 23181

3:00PM09/25/89B HOMASC $50.00

MANAGEMENT OF THE ASSOCIATION:

The affairs of the Association are managed by the Board of Directors, who are elected by the Membership.

2. DESCRIPTION OF PROPERTY OWNED:

A description of the property is contained in the document entitled "Declaration of Covenants, Conditions and Restrictions of Chestnut Ridge Subdivision Association, Inc.", a copy of which is attached hereto.

3. ASSOCIATION FEES, AMOUNTS, DELINQUENCY CHARGES, AND ENFORCEMENT RIGHTS OF THE ASSOCIATION:

No assessments have been imposed as of yet. See Article III of the Declaration of Covenants, Conditions and Restrictions of Chestnut Ridge Subdivision Association, Inc., a copy of which is attached hereto pertaining to covenants for maintenance assessments by the Association.

4. BY-LAWS:

Copy of By-Laws of Chestnut Ridge Subdivision Association, Inc. are attached hereto.

5. RULES:

See Article IV of the Declaration of Covenants, Conditions and Restrictions of Chestnut Ridge Subdivision Association, Inc., a copy of which is attached hereto for restrictive covenants and pertaining to the use of the property.

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LIBER 001 PAGE 230

DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
CHESTNUT RIDGE SUBDIVISION ASSOCIATION, INC.

THIS DECLARATION, made and entered into this 21st day of September, 1989, by DELMARVA PROPERTIES, INC., a Virginia Corporation, hereinafter referred to as "Declarant".

W I T N E S S E T H:

WHEREAS, DELMARVA PROPERTIES, INC., is the owner of certain property in the County of St. Mary's, State of Maryland, which is more particularly described as CHESTNUT RIDGE SUBDIVISION, Third Election District, St. Mary's County, Maryland and is shown on a plat entitled "Subdivision of Chestnut Ridge, Section One-A" recorded in Plat Liber M.R.B. No. 31, Folio 68, among the Plat Records of St. Mary's County, Maryland, and more particularly described as follows:

2:46PM09/25/89A C.& R. $36.00

Commencing at the southeast intersection of Beauvue Court and Maryland Route 244 (Beauvue Road), thence along the arc of a curve to the right, having a radius of 35.00 feet 50.86 min. to a point of tangency; thence N40 deg. 29 min. 05 sec. E, 733.11 feet along the southern right-of way line of Beauvue Court to a pin, being the point of beginning; thence along the eastern line of Subdivision of Beauvue East, recorded in Map Book 27, at page 41, N42 deg. 08 min. 34 sec. W, 340.82 feet to a pin; thence along the northern line of Beauvue East S40 deg. 29 min. 05 sec. W, 237.54 feet to a pin in the eastern line of land now or formerly Thomas E Bolton and Sherrie P. Bolton; thence along the eastern line of land of Thomas E. Bolton and Sherrie P. Bolton N41 deg. 52 min. 15 sec. W, 268.96 feet to a pin in the northern line of land of Thomas E. Bolton and Sherrie P. Bolton; thence along the northern line of land of Thomas E. Bolton and Sherrie P. Bolton S40 deg. 35 min. 45 sec. W, 38.65 feet to a point in the eastern line of land now or formerly Gregory E. Schultz and Deborah C. Schultz; thence along the eastern line of land of Gregory E. Schultz and Deborah C. Schultz N41 deg. 54 min. 05 sec. W, 350.00 feet to a point; thence N40 deg. 35 min. 45 sec. E, 800.00 feet to a point; thence S80 deg. 54 min. 15 sec. E, 435.00 feet to a point; thence S67 deg. 09 min. 48 sec. E, 871.69 feet to a point; thence S07 deg. 11 min. 49 sec. E, 650.00 feet to a point; thence S21 deg. 15 min. 15 sec. E, 400.00 feet to a point; thence S78 deg. 13 min. 51 sec. W, 751.67 feet to a point; thence N42 deg. 08 min. 34 sec. W, 189.60 feet to a point in the eastern line of Subdivision of Beauvue East; thence continuing along the eastern line of Beauvue East N 42 deg. 08 min. 34 sec E, 440.40 feet to the point of beginning. Said parcel containing 41.415 acres, more or less.

WHEREAS, Declarant desires to provide for the preservation and enhancement of the property values, amenities and opportunities in said community and for the maintenance of the properties and improvements thereon, and to this end desires to subject the real property described to easements, restrictions, covenants and conditions.

NOW, THEREFORE, Declarant hereby declares that all of the lots in the subdivision described above shall be held, sold, and conveyed subject to the aforesaid "Covenants, Conditions and Restrictions" and to the following additional easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

SECTION 1: "Association" shall mean and refer to the Chestnut Ridge Subdivision Association, Inc.", its successors and assigns.

SECTION 2: "Owner" shall mean and refer to the record owner, whether one or more persons or entities of a simple title to any lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

SECTION 3: "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

The metes and bounds description of the property initially subject to these Covenants, Conditions and Restrictions is set forth above.

SECTION 5: "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties.

SECTION 6: "Declarant" shall mean and refer to DELMARVA PROPERTIES, INC., a Maryland Corporation, its successors and assigns if such successors or assigns should acquire more than one undeveloped lot from Declarant for the purposes of development.

ARTICLE II
CHESTNUT RIDGE SUBDIVISION ASSOCIATION, INC.

SECTION 1: Establishment of the Association: After the recording of this document, the Chestnut Ridge Subdivision Association, Inc. (hereinafter the "Association") shall be established. Except as specified herein, the form, members, duties and responsibilities of the Association and certain other matters relating to it shall be as set forth in the Articles of Incorporation of this Association.

SECTION 2: Membership: Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

SECTION 3: Voting Rights: The Association shall have two (2) classes of voting membership:

CLASS A: Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one (1) vote for each lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The Vote for such Lot shall be exercised as they, among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

CLASS B: The Class B member(s) shall be the Declarant (as defined in the Declaration) and shall be entitled to three (3) votes for each lot owned. The class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

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

(b) On December 31, 1996.

ARTICLE III
COVENANT FOR MAINTENANCE ASSESSMENTS BY THE ASSOCIATION

SECTION 1: Creation of the Lien and Personal Obligation of Assessments: The Declarant, for each Lot owned within the Properties, hereby covenants, and for each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to

the Association such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest and late charges as determined by Association, costs and reasonable attorney's fees, shall be a continuing lien upon the property against which each such assessment is made upon compliance with applicable law related to the establishment and enforcement of such liens. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

SECTION 2: Purpose of Assessments: The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents of the properties and of the homes situated upon the properties, including but not limited to, costs involved in the enforcement of the Covenants, Conditions and Restrictions.

SECTION 3: Maximum Annual Assessment: Until January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment per lot shall be One Hundred Dollars ($100.00):

(A) From and after January 1 of the year immediately following the conveyance of the first lot to any Owner, the maximum annual assessment may be increased each year not more than five percent (5%) above the maximum assessment for the previous year without vote of the membership.

(B) From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment may be increased by more than five percent (5%) by a vote of two-thirds (2/3's) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(C) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum provided for herein.

SECTION 4: Notice and Quorum for any Action Authorized Under Section 3: Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 and 4 shall be sent to all members not less than thirty (30) days, nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent

meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

SECTION 5: Uniform Rate of Assessment: Both annual and special assessments must be fixed at a uniform rate for all lots and collected not more frequently than monthly and not less often than once a year as determined by the Board of Directors.

SECTION 6: 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 from the Declarant to an Owner. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors 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 owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge furnish a certificate signed by an Officer of the Association setting forth whether the assessments on a specified lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

SECTION 7: Effect of Nonpayment of Assessments; Remedies of the Association: Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate determined by the Board of Directors but not less than ten percent (10) per annum. The Association may bring an action at law against the owner personally obligated to pay the same. No owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his lot.

SECTION 8: Subordination of the Lien to Mortgages and Deeds of Trust: The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or deed of trust. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to foreclosure of a mortgage or deed of trust or any proceeding or transfer in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessment thereafter becoming due or from the lien thereof.

ARTICLE IV
USE OF PROPERTY

SECTION 1: Restrictive Covenants:

(A) No trailer, mobile home, tents or other movable residence or temporary structure shall be located, maintained or occupied on any Lot.

(B) All construction of residential dwellings on any Lot shall be completed within two (2) years from the date of commencement of construction. For purposes of this paragraph, construction is deemed to have commenced at the point that excavation begins.

(C) No dwelling home shall be erected upon any Lot with a total floor or living space, exclusive of all basements, porches, breezeways, garages, utility rooms, tool rooms and unfinished storage spaces of less than one thousand four hundred (1,400) square feet for one (1) story dwellings; one thousand two hundred (1,200) square feet for split foyer dwellings; and two thousand (2,000) square feet for two (2) story dwellings.

(D) There shall be no commercial breeding, commercial boarding or selling of animals on said Lots; the keeping of animals for the pleasure of the lot owner is permitted as allowed by applicable laws, codes and governmental regulations.

(E) No inoperable automobiles or other motor vehicles shall be permitted to be housed or maintained on any Lot. No unrestored and/or inoperable motor vehicles, machinery or scrap material may be stored on the lots, and no extensive repairs or dismantling of any vehichles or machinery shall be permitted on the lots, streets and driveways.

(F) Prior to commencement of construction of any dwelling having a roof with a pitch of less than 6/12, the plans and specifications of said dwelling must be approved by the Declarant.

(G) No fences are permitted in the front yard of a Lot, with the exception of fencing which is solely ornamental in nature.

(H) No Lot shall be further subdivided or separated into smaller Lots by any Owner, and no portion less than all of any such Lot, nor any easement or other interest herein, shall be conveyed or transferred by an Owner, provided that this shall not prohibit deeds of correction, deeds to resolve boundary disputes, and similar corrective instrument.

(I) No nuisance shall be permitted to exist or operate upon any property so as to be detrimental to any other property in the vicinity thereof or to its occupants.

(J) All property designated for residential use shall be used, improved and devoted exclusively to residential use. Nothing herein shall be deemed to prevent the Owner from leasing a Living Unit, subject to all of the provisions of the Declaration, or preclude the Declarant from completing the development of the property.

(K) Each owner shall keep all Lots owned by him, and all improvements therein or thereon, in good order and repair and free of debris including, but not limited to the seeding, watering and mowing of all lawns, the pruning and cutting of all trees and shrubbery and the painting (or other appropriate external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management. Trees with a diameter of greater than six inches (6") shall not be cut without the prior approval of the Association, and as long as the Declarant has a voting interest in the Association, the prior approval of the Declarant shall also be required.

ARTICLE V
GENERAL PROVISIONS

SECTION 1: Enforcement: The Association, or any Owner, shall have the right to enforce, by any proceeding at Law or in Equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Association shall be entitled to recover all costs including reasonable attorney's fees in the successful enforcement of these Covenants, Conditions and Restrictions.

SECTION 2: Severability: Invalidation of any one of these Covenants, Conditions and Restrictions, or the conditions and restrictions by judgment or Court Order shall in no way affect any other provisions, each of which shall remain in full force and effect.

SECTION 3: Running with the Land: Amendments: The Covenants, Conditions and Restrictions of this Declaration shall run with and bind the Lots of land, for a term of twenty (20) years from the date of this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by

not less than seventy-five percent (75%) of the Lot Owners. Any amendment shall be recorded.

Notwithstanding the above paragraph, these Covenants may be amended by the Declarant in his sole discretion should he deem an Amendment be required to make these documents acceptable to requirements of major mortgage lenders and the prevailing primary and secondary mortgage market.

SECTION 4: Annexation: Until December 31, 1996, the Declarant shall have the right to annex additional Properties and Common Area to this Declaration. After December 31, 1996, additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of the members.

SECTION 5: FHA/VA Approval: As long as there is a class B membership, the following actions will require the prior approval of the Federal Housing Administration and/or the Veterans Administration; annexation of additional properties, deduction of Common Area, and amendment of the Declaration of Covenants, Conditions and Restrictions.

ATTEST:

DELMARVA PROPERTIES, INC.

By: _____
ROBERT F. BRAKE, President

STATE OF VIRGINIA
COUNTY OF KING WILLIAM, to wit:

I HEREBY CERTIFY, that on this 21st day of September, 1989, before me, a Notary Public of the State and County aforesaid, personally appeared ROBERT F. BRAKE, President of Delmarva Properties, Inc. and he acknowledged the foregoing Declaration of Covenants, Conditions and Restrictions of Chestnut Ridge Subdivision Association, Inc. to be his act.

AS WITNESS my hand and Notarial Seal.

_____
Notary Public
My Commission Expires: 1-10-92

OCT 27 1989

MARY R. BELL, CLERK

STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION
APPROVED FOR RECORD
09-20-89 at 9:16 A.M.

LIBER 001 FOLIO 228

RECEIVED
'89 SEP 20 AM 9 16
STATE DEPT OF
ASSESSMENTS & TAXATION

ARTICLES OF INCORPORATION

OF

CHESTNUT RIDGE SUBDIVISION ASSOCIATION, INC.

THIS IS TO CERTIFY:

That, I, the subscriber, JAMES A. KENNEY, whose address is 100 Exploration, Suite 2030, Lexington Park, Maryland 20653, being at least twenty-one (21) years of age, do under and by virtue of the General Laws of the State of Maryland authorizing the formation of Corporations, hereby declare myself as incorporator with the intention of forming a Corporation, and for such purposes do hereby make, execute, and adopt:

ARTICLE I-NAME

The name of the Corporation (which is hereinafter referred to as the "Association") is: CHESTNUT RIDGE SUBDIVISION ASSOCIATION, INC., hereinafter called the "Association".

ARTICLE II-PRINCIPAL OFFICE

The principal office of the Association is located at 100 Exploration, Suite 2030, Lexington Park, Maryland 20653.

ARTICLE III-RESIDENT AGENT

The name and post office address of the Resident Agent of the Association in the State of Maryland shall be: James A. Kenney, III, 100 Exploration, Suite 2030, Lexington Park, Maryland 20653.

ARTICLE IV-PURPOSE

This Association does not contemplate pecuniary gain

STATE OF MARYLAND

I hereby certify that this is a true and complete copy of the 16 page document on file in this office. DATED: 9-20-89

STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

BY: L.V. Fields

This stamp replaces our previous certification system. Effective: 10/84

or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residence Lots and Common Area within the certain tract of real property located in the Third Election District of St. Mary's County, aforesaid in Plat Liber M.R.B. No. 31, Folio 68, and more particularly described as follows:

Commencing at the southeast intersection of Beauvue Court and Maryland Route 244 (Beauvue Road), thence along the arc of a curve to the right, having a radius of 35.00 degrees, 50.86 minutes to a point of tangency; thence N40 degrees, 29 minutes, 05 seconds E, 733.11 feet along the southern right-of-way line of Beauvue Court to a pin, being the point of beginning; thence along the eastern line of Subdivision of Beauvue East, recorded in Map Book 27, at page 41, N42 degrees, 08 minutes, 34 seconds W, 340.82 feet to a pin; thence along the northern line of Beauvue East S40 degrees, 29 minutes, 05 seconds W, 237.54 feet to a pin in the eastern line of land now or formerly Thomas E. Bolton and Sherrie P. Bolton; thence along the eastern line of land of Thomas E. Bolton and Sherrie P. Bolton N41 degrees, 52 minutes, 15 seconds W, 268.96 feet to a pin in the northern line of land of Thomas E. Bolton and Sherrie P. Bolton; thence along the northern line of land of Thomas E. Bolton and Sherrie P. Bolton S40 degrees, 35 minutes, 45 seconds W, 38.65 feet to a point in the eastern line of land now or formerly Gregory E. Schultz and Deborah C. Schultz; thence along the eastern line of

land of Gregory E. Schultz and Deborah C. Schultz N41 degrees, 54 minutes, 05 seconds W, 350.00 feet to a point; thence N40 degrees, 35 minutes, 45 seconds E, 800.00 feet to a point; thence S80 degrees, 54 minutes, 15 seconds E, 435.00 feet to a point; thence S67 degrees, 09 minutes, 48 seconds E, 871.69 feet to a point; thence S07 degrees, 11 minutes, 49 seconds E, 650.00 feet to a point; thence S21 degrees, 15, 15 E, 400.00 to a point; thence S78 degrees, 13 minutes, 51 seconds W, 751.67 feet to a point; thence N42 degrees, 08 minutes, 34 seconds W, 189.60 feet to a point in the eastern line of Subdivision of Beauvue East; thence continuing along the eastern line of Beauvue East N42 degrees, 08 minutes, 34 seconds E, 440.40 feet to the point of beginning. Said parcel containing 41.415 acres, more or less.

And to promote the health, safety and welfare of the residents within the above described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose to:

(A) Exercise all of the powers and privileges and to perform all the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration," applicable to the property and recorded or to be recorded in the Land Records of St. Mary's County, Maryland, and as the same may be amended from time to time as herein provided, said Declaration being incorporated herein as if set forth at length;

(B) Fix, levy, collect and enforce payment by any

lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(C) Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(D) Borrow money, and with the assent of two-thirds (2/3) of each class of members, mortgage, pledge, deed in trust, hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(E) Dedicate, sell 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 has been signed by two-thirds (2/3) of each class of members, agreeing to such dedication, sale or transfer.

(F) Participate in mergers and consolidations with other non-profit corporations organized for the same purposes; or annex additional residential property and common area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of each class of members;

(G) Have and to exercise any and all powers, rights, and privileges which a corporation organized under the Non-Stock Corporation Law of the State of Maryland may now or hereafter have or exercise.

(H) In the event an owner of any property shall fail to maintain the premises and the Improvements situated thereon in a manner satisfactory to the Board of Directors of the Association, after two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents or employees, to enter upon said parcel and to repair, maintain, and restore the property and the exterior of the buildings and any other Improvements erected thereon. The cost of such exterior maintenance shall be added to and becomes a part of the assessment to which such property is subject.

ARTICLE V-MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including Contract purchasers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. The Association shall not be authorized to issue capital stock.

ARTICLE VI-VOTING

The Association shall have two (2) classes of voting membership:

CLASS A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The Vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

CLASS B. The Class B member(s) shall be the Declarant (as defined in the Declaration), and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

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

(B) On December 31, 1996.

ARTICLE VII-BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of not less than three (3) nor more than nine (9) Directors, who need not be members of the Association. The number of Directors may be changed by Amendment of the By-Laws of the Association. The number of Directors consisting of the original Board of Directors shall be three (3) and the names and addresses

of the persons who are to serve as the initial Directors are as follows:

1. Robert F. Brakke
   P.O. Box 1700
   14th and Lee Streets
   West Point, Virginia 23181

2. W. Aubrey Hall
   P.O. Box 1700
   14th and Lee Streets
   West Point, Virginia 23181

3. James H. Hudson, III
   826 Main Street
   West Point, Virginia 23181

At the first annual meeting the members shall elect three (3) Directors in the following manner: one (1) Director for a term of one (1) year, one (1) Director for a term of two (2) years and one (1) Director for a term of three (3) years. At the expiration of the initial term of office of each respective Director, his successor shall be elected to serve a term of three (3) years. The Directors shall hold office until their successors have been elected and hold their first meeting.

ARTICLE VIII-DISSOLUTION

The Association may be dissolved upon the recommendation of the Board of Directors and the affirmative vote of not less than two-thirds (2/3) of each class of members present at a special meeting of the membership called for the express purpose of dissolving the Association. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate

public agency to be used for the purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and as signed to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE IX-DURATION

The Corporation shall exist perpetually.

ARTICLE X-AMENDMENTS

This Association reserves the right to amend, alter or repeal any provision contained in these Articles in the manner now or hereafter prescribed by statute for the amendment of Articles of Incorporation, but only with the assent of seventy-five percent (75%) of the votes entitled to be cast by the entire membership.

ARTICLE XI-DIRECTOR LIABILITY

No director or officer of the Corporation shall be liable to the Association or to its members for money damages except (1) to the extent that it is proved that such director or office actually received an improper benefit or profit in money, property or services, for the amount of the benefit or profit in money, property or services actually received, or (2) to the extent that a judgment or other final adjudication adverse to such director or officer is entered in a proceeding based on a finding in the proceeding that such director's or officer's action, or failure to act, was (a) the result of active or

deliberate dishonesty, or (b) intentionally wrongful, willful or malicious and, in each such case, was material to the cause of action adjudicated in the proceeding.

IN WITNESS WHEREOF, I have signed these Articles of Incorporation this 19th day of September, 1989, and I acknowledge the same to be my act.

JAMES A. KENNEY, III

STATE OF MARYLAND
COUNTY OF ST. MARY'S, to wit:

I HEREBY CERTIFY, that on this 19th day of September, 1989, before me, a Notary Public of the State and County aforesaid, personally appeared JAMES A. KENNEY, III and he acknowledged the foregoing Articles of Incorporation to be his act.

WITNESS my hand and Notarial Seal.

Notary Public
My Commission Expires: 7/1/90

LIBER 0261 FOLIO 347

BY-LAWS
OF
CHESTNUT RIDGE SUBDIVISION ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION: The name of the Corporation is CHESTNUT RIDGE SUBDIVISION ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the Corporation shall be located at: 100 Exploration, Lexington Park, Maryland 20653, but meetings of members and Directors may be held at such places within the State of Maryland as may designated by the Board of Directors.

ARTICLE II
DEFINITIONS

SECTION 1. "Association" shall mean and refer to CHESTNUT RIDGE SUBDIVISION ASSOCIATION, INC., its successors and assigns.

SECTION 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

SECTION 3. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties with the exception of the well site.

SECTION 4. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple

title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

SECTION 5. "Declarant" shall mean and refer to DELMAR-VA PROPERTIES, INC., a Maryland corporation, its successors and assigns if such successors or assigns shall acquire more than one undeveloped Lot from the Declarant for the purpose of development.

SECTION 6. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions and any Supplementary Declaration of Covenants, Conditions and Restrictions, applicable to the properties recorded in the Land Records of St. Mary's County, Maryland.

SECTION 7. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

ARTICLE III

MEETING OF MEMBERS

SECTION 1. ANNUAL MEETINGS. The first annual meeting of the members shall be held within one (1) year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of seven o'clock p.m. (7:00 p.m.). If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

SECTION 2. SPECIAL MEETINGS. Special meetings of the members may be called at any time by the President or by the Board of Directors, or upon written request of the members who are entitled to vote twenty-five percent (25%) of all of the votes of the Class "A" membership.

SECTION 3. NOTICE OF MEETINGS. Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

SECTION 4. QUORUM. The presence at the meeting of members entitled to cast, or of proxies entitle to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

SECTION 5. PROXIES. At all meetings of members, each

member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

SECTION 6. VOTING. At any meeting of the members of the Association, each Class "A" member present, either in person or by proxy, shall have the right to cast one vote for each Class "A" membership of which he appears the owner on the books of the Association and never more than one vote for the membership. The Class "B" membership shall have the right to cast three (3) votes for each Class "B" membership of which it appears the owner on the books of the Association and never more than three (3) votes. The vote of the majority of those present, either in person or by proxy, shall decide any question brought before the meeting, unless the question is one upon which a different vote is required by express provision or of any applicable law of the State of Maryland or of the Articles of Incorporation or of these By-Laws or of the Declaration of Covenants, Conditions and Restrictions.

SECTION 7. SUSPENSION OF VOTING PRIVILEGES. No member shall be eligible to vote or to be elected to the Board of Directors who is shown on the books of the Association to be more than thirty (30) days delinquent in the payment of any assessments due to the Association.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE:

SECTION 1. NUMBER. The affairs of this Association shall be managed by a Board of five (5) Directors.

SECTION 2. TERM OF OFFICE. At the first annual meeting the members shall elect one (1) Director for a term of one (1) year, one (1) Director for a term of two (2) years and one (1) Director for a term of three (3) years. At the expiration of the initial term of office of each respective Director, his successor shall be elected to serve a term of three (3) years. The Directors shall hold office until their successors have been elected and hold their first meeting.

SECTION 3. REMOVAL. Any Director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

SECTION 4. COMPENSATION. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

SECTION 5. ACTION TAKEN WITHOUT A MEETING. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved

shall have the same effect as though taken at a meeting of the Directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

SECTION 1. NOMINATION. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the Annual Meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each Annual Meeting of the members, to serve from the close of such Annual Meeting until the close of the next Annual Meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members, including officers and employees of a corporation or a partner in a partnership having an ownership interest in a Lot.

SECTION 2. ELECTION. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

MEETINGS OF DIRECTORS

SECTION 1. REGULAR MEETINGS. Regular meeting of the Board of Directors shall be held periodically as may be determined by the Board, without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

SECTION 2. SPECIAL MEETINGS. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two (2) Directors, after not less than three (3) days notice to each Director. However, attendance by a Director at any such special meeting shall constitute a waiver of notice.

SECTION 3. QUORUM. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

SECTION 4. ACTION WITHOUT MEETING. Any action by the Board of Directors required or permitted to be taken at any meeting may be taken without a meeting if all the members of the Board shall individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board.

SECTION 5. OPEN MEETINGS. Subject to the provisions of Section 6 below, all meetings of he Homeowners Association, including meetings of the Board of Directors or other governing body of the Homeowners Association or a committee of the Home owners Association, shall be open to all members of the Home owners Association or their agents.

SECTION 6. CLOSED MEETINGS. A meeting of the Board of Directors or other governing body of the Homeowners Association or a committee of the Homeowners Association may be held in closed session only for the following purposes:

(A) Discussion of matter pertaining to employees and personnel;

(B) Protection of the privacy or reputation of individuals in matters not related to the Homeowners Association's business;

(C) Consultation with legal counsel;

(D) Consultation with staff personnel, consultants, attorneys, or other persons in connection with pending or potential litigation;

(E) Investigative proceedings concerning possible or actual criminal misconduct;

(F) Consideration of the terms or conditions of a business transaction in the negotiation stage if the disclosure could adversely affect the economic interests in the Homeowners Association;

(G) Compliance with a specific constitutional,

statutory, or judicially imposed requirement protecting particular proceedings or matters from public disclosure; or

(H) On an individually recorded affirmative vote of two-thirds (2/3) of the board of committee members present, some other exceptional reason so compelling as to override the general public policy in favor of open meetings; and

If a meeting is held in closed session under this Section:

(i) An action may not be taken and a matter may not be discussed if it is not permitted by this Section; and

(ii) A statement of the time, place, and purpose of a closed meeting, the record of the vote of each board or committee member by which the meeting was closed, and the authority under this Section for closing a meeting shall be included in the minutes of the next meeting of the Board of Directors or the committee of the Homeowners Association.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

SECTION 1. POWERS. The Board of Directors shall have the power to:

(A) Adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(B) Suspend the voting rights and right to use of the recreational facilities of a member during any period in which

such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

(C) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

(D) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors;

(E) Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties;

(F) Call a special meeting of the members whenever it deems the same to be necessary and whenever requested in writing so to do by at least twenty-five percent (25%) of the Class "A" membership;

(G) Elect and remove at pleasure all officers of the Association, reimburse them for expenses incurred in the performance of their duties, and require of them such security or fidelity bond as it may deem necessary or expedient;

(H) Engage and remove at pleasure all agents and employees of the Association upon such terms as the Board of Directors may determine;

(I) Establish, levy and collect the assessments referred to in Section 2(C) of this Article VII of these By-Laws.

SECTION 2. DUTIES. It shall be the duty of the Board of Directors to:

(A) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting where such statement is required in writing by twenty-five percent (25%) of the Class "A" members who are entitled to vote;

(B) Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(C) As more fully provided in the Declaration, to:

(i) Fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(ii) Send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(iii) Foreclose the lien against any property for which assessments are not paid within thirty (30) days after the due date or to bring an action at law against the owner personally obligated to pay the same.

(D) Issue, or to cause an appropriate office to issue, upon demand by any person, a certificate setting forth whether or

any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(E) Procure and maintain adequate liability and hazard insurance on property owned by the Association;

(F) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(G) Cause the Common Area to be maintained;

(H) Cause the owners to maintain the exterior of the dwellings in accordance with the Declaration and to otherwise enforce its provisions.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

SECTION 1. ENUMERATION OF OFFICERS. The officers of this Association shall be a President and Vice-President, who shall at all times be members of the Board of Directors, a Secretary, and a Treasurer, and such other officers as the Board may from time to time by resolution create.

SECTION 2. ELECTION OF OFFICERS. The election of Officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

SECTION 3. TERM. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

SECTION 4. SPECIAL APPOINTMENTS. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time determine, but for no longer than one (1) year without reappointment.

SECTION 5. RESIGNATION AND REMOVAL. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

SECTION 6. VACANCIES. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the office he replaces.

SECTION 7. MULTIPLE OFFICERS. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

SECTION 8. DUTIES. The duties of the officers are as follows:

President

(A) The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds, contracts, notes, and other written instruments and shall have all the general powers and duties which are usually vested in the office of President of a corporation.

Vice President

(B) The Vice President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exorcise and discharge such other duties as may be required of him by the Board.

Secretary

(C) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the Corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

(D) The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as are directed from time to time by resolution of the Board of Directors, provided, however, that a

resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business; shall sign all checks and drafts of the Association; keep proper books of account; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at this regular annual meeting, and deliver a copy of each to the members. Funds must only be deposited in a federally insured financial institution.

ARTICLE IX

BOOKS AND RECORDS

Subject to the provisions of the Maryland Homeowners Association Act, the books, records and papers of the Association shall at all times, upon notice, during reasonable business hours, be subject to inspection by any member, mortgagee, agent or attorney. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

Books and records kept by or on behalf of a Homeowners Association may be withheld from public inspection to the extent that they concern:

(i) Personnel records;

(ii) An individual's medical records;

(iii) Records relating to business transactions that are currently in negotiation; or

(iv) The written advice of legal counsel.

The Homeowners Association may impose a reasonable charge upon a person desiring to review or copy the books and records.

ARTICLE X

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made upon compliance by the Association with the applicable law related to the establishment and enforcement of such liens. 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 determined by the Board of Directors but not less than ten percent (10%) per annum, and the Association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No 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.

ARTICLE XI

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: CHESTNUT RIDGE SUB-

DIVISION ASSOCIATION, INC. - Corporate Seal - Maryland 1989.

Corporate Seal

ARTICLE XII

AMENDMENTS

SECTION 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy, except that the Federal Housing Administration and/or the Veterans Administration shall have the right to veto amendments while there is Class "B" membership.

SECTION 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XIII

MISCELLANEOUS

SECTION 1. FISCAL YEAR. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of Incorporation.

SECTION 2. AUDIT. At the close of each fiscal year the books and records of the Association shall be reviewed by a Certified Public Accountant or other person acceptable to the Board of Directors, whose report will be prepared and certified

in accordance with the requirements of the Board. Based upon such report, the Association shall furnish its members with an annual financial statement including the income and disbursements of the Association.

SECTION 3. INDEMNIFICATION OF OFFICERS AND DIRECTORS. Each officer and director of the Association in consideration of his services as such, shall be indemnified by the Association to the extent permitted by law against expenses and liabilities reasonably incurred by him in connection with the defense of any action, suit, or proceeding, civil or criminal, to which he may be a party by reason of being or having been a director or officer of the Association. The foregoing right of indemnification shall not be exclusive of any other rights to which the director or officer or person may be entitled by law, or agreement, or vote of the members, or otherwise.

IN WITNESS WHEREOF, We, being all the Directors of the CHESTNUT RIDGE SUBDIVISION ASSOCIATION, INC., have hereunto set our hands and this 21st day of SEPTEMBER, 1989.

(SEAL)

(SEAL)

(SEAL)

CERTIFICATION

I, the undersigned, do hereby certify:

THAT, I am the duly elected and acting Secretary of the CHESTNUT RIDGE SUBDIVISION ASSOCIATION, INC., a Maryland Corporation; and

THAT the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 7/sr day of SEPTEMBER, 1989.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 7/sr day of SEPTEMBER, 1989.

Secretary

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Def. K K & L

OCT 27 1989

MARY R. BELL, CLERK

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DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
AND RESERVATION OF EASEMENTS
OF
WESTBURY COMMUNITY

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS OF WESTBURY COMMUNITY

This DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS made this 19th day of October, 1989, by INTERSTATE GENERAL COMPANY L.P., a Delaware limited partnership, hereinafter referred to as the "Developer".

RECITALS

The Developer is the owner of certain land located in St. Mary's County, Maryland which is more particularly described in Exhibit A attached to this instrument and incorporated herein by reference. That land, together with such additional lands as may be subjected to this Declaration in the future, is referred to in this Declaration as the "Property". The Developer wishes to establish and assure a uniform plan for the development of the Property, and to enhance and protect the economic and aesthetic value and desirability of the Property and the health, safety and welfare of the residents of the Property.

NOW, THEREFORE, the Developer declares that the Property is hereby subjected to and shall be held, sold, occupied and conveyed subject to this Declaration of Covenants, Conditions and Restrictions and Reservation of Easements.

The Property is contiguous to several tracts of land more particularly described in Exhibit B attached hereto and made a part hereof, portions of which the Developer owns and portions of which Developer expects to acquire. The Developer anticipates that the Property and such additional tracts of land will be developed in sections and that the land comprising each such section will be annexed to and made a part of the Property subject to this Declaration. The Developer shall not be obligated, however, to acquire, develop or annex such additional land. Any such annexation will be governed by the provisions for annexation of land contained herein.

The Developer further declares that this Declaration and all amendments and supplements to this Declaration shall run with the land and shall be binding upon the Developer, the Association (defined below), each Owner (defined below), their heirs, successors and assigns, and all parties claiming under them or under this Declaration; and shall inure to the benefit of and be enforceable by the Developer, the Association, each Owner and all Persons claiming under each Owner.

Article I - Definitions

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

1.01. "Annual Assessment" means the assessment levied by the Association in each of its fiscal years pursuant to Article IV, which assessment shall include an Annual Community Assessment and, to the extent applicable, an Annual Cluster Assessment.

1.02. "Annual Cluster Assessment" means the portion of the Annual Assessment levied to defray the costs incurred in connection with the Cluster Community Facilities pursuant to Article IV.

1.03. "Annual Community Assessment" means the portion of the Annual Assessment levied to defray the costs incurred in connection with Community Facilities, pursuant to Article IV.

1.04. "Assessment" means collectively the Annual Assessment and any Special Assessment.

1.05. "Assessable Property" means all of the Property except such part or parts thereof as may from time to time constitute Exempt Property.

1.06. "Association" means Westbury Community Association, Inc., a Maryland nonstock corporation, and its successors and assigns.

1.07. "Board of Directors" or "Board" means the Board of Directors of the Association and the comparable governing body of any successor or assign of the Association.

1.08. "Class A Member" is defined in Section 3.02 hereof.

1.09. "Class B Member" is defined in Section 3.02 hereof.

1.10. "Cluster" means an administrative unit and geographic area of related Lots, as defined and depicted on any recorded subdivision plat of the Property.

1.11. "Cluster Committee" means the committee so named for each Cluster and established in accordance with the Bylaws of the Association.

1.12. "Cluster Community Facilities" means portions of the Community Facilities which are designated as such pursuant to this Declaration or on a recorded plat, and which are located within a particular Cluster or are primarily for the benefit of Residents whose Lots are within a particular Cluster.

1.13. "Community Facilities" means all real property described in Exhibit C attached hereto and made a part hereof, and the improvements thereon from time to time owned or leased by the Association for the common use and enjoyment of the Members. In addition, the term "Community Facilities" shall include (i) any parcel or tract of land which is or may be annexed to the Property pursuant to Article VIII and owned or leased by the Association for the common use and enjoyment of the Members, (ii) any parcel or tract of land and/or improvements leased to the Association for the common use and enjoyment of the Members, and (iii) the Cluster Community Facilities. Such property and improvements may, but need not, include any common areas, private roads, sidewalks and open space not dedicated to the public; public, neighborhood or recreational facilities or community buildings; swimming pools; vehicle parking areas not otherwise a part of a Lot (hereinafter defined); tennis courts and/or multipurpose courts; to lots; and/or other comparable facilities. Notwithstanding the foregoing, this Declaration (as hereinafter defined) does not obligate the Developer to include any specific amenity, or any amenity at all, in the Community Facilities. The Developer makes no representation or warranty in this Declaration as to what will be included in the Community Facilities or as to any of the Community Facilities except such warranty as may be implied by law.

1.14. "Covenants Committee" means the committee so named and established in accordance with Article VI.

1.15. "Declaration" means this Declaration of Covenants, Conditions and Restrictions and Reservation of Easements, as it may from time to time be amended or supplemented.

1.16. "Delinquent", with respect to an Assessment, is defined in Section 4.12(a).

1.17. "Developer" means Interstate General Company L.P., a Delaware limited partnership, and its successors and assigns; provided, however, that no successor or assignee of the Developer shall have any rights or obligations of the Developer under this Declaration except those rights and obligations which (a) are specifically set forth in an instrument of succession or assignment, designating a party as the developer for purposes of this Declaration and recorded in the land records of St. Mary's County; or (b) pass by operation of law.

1.18. "Development Period" means the period beginning on the date of this Declaration and ending on the earliest to occur of (a) the twentieth (20th) aniversary of the date on which any Lot is first conveyed to an Owner other than the Developer or a Participating Builder; (b) the dissolution of the Developer; or (c) the first day following the first date on which the Developer owns no part of the Property. Notwithstanding the foregoing sentence, the Development Period and the rights of the Developer as a Class B Member shall be reinstated if the Developer, within twelve (12) months following the first date on which the Developer owns no part of the Property, annexes additional Lots to this Declaration in accordance with the terms hereof. Section 10.01 requires that certain First Mortgagees, Insurers and Guarantors be notified of the termination of the Development Period.

1.19. "Easement Area" is defined in Section 9.01(b).

1.20. "Exempt Property" shall mean and refer to the following portions or parts of the Property as long as they are not devoted to dwelling use:

(a) All land and Structures owned by the United States, the State of Maryland, St. Mary's County, or any instrumentality, or agency of any such entity and used or held by such entity, instrumentality or agency for a public purpose for so long as any such entity, instrumentality or agency shall be the owner thereof.

(b) All land and Structures and Community Facilities owned by the Association for so long as the Association shall be the owner thereof.

(c) All land and Structures to the extent that they are exempt from taxation by both St. Mary's County and the State of Maryland by virtue of applicable law.

(d) All land (and the Structures located on such land) which is not shown upon any recorded subdivision plat.

1.21. "Federal Housing Administration" means the governmental agency of the United States of America which is so entitled and any agency or regulatory authority of the United States of America which succeeds it.

1.22. "First Mortgagee" means the Person who holds a first mortgage on a Lot, or is secured by a first deed of trust on a Lot.

1.23. "Guarantor" means a governmental guarantor of the payment of any indebtedness secured by a first mortgage or first deed of trust on a Lot.

1.24. "Insurer" means the Federal Housing Administration, or an agency, division or branch thereof, which has insured the payment of any indebtedness secured by a first mortgage or first deed of trust on a Lot.

1.25. "Land Development Activity" means any building, construction, rehabilitation, restoration, reconstruction or repair activity on any portion of the Property, including but not limited to construction or installation of roadways, curbing, sidewalks, utility services, construction of temporary or permanent improvements on Community Facilities or any other Structure on a Lot or any other portion of the Property, by the Developer and/or by other persons regularly engaged in the building or construction business pursuant to the written request or written approval of the Developer.

1.26. "Lot" means any plot of land shown upon any recorded subdivision map of the Property upon which a dwelling unit is permitted or required to be constructed in accordance with St. Mary's County zoning ordinances (exclusive of any parcel or tract of land which is zoned for commercial use in accordance with St. Mary's County zoning ordinances), and to the extent any such parcel of land is improved by a dwelling unit, such term shall include the dwelling unit. "Lot" does not include the Community Facilities and no Owner of a Lot shall thereby have any exclusive right to own, occupy or use adjoining public or private streets or adjoining open space or other common areas.

1.27. "Maximum Annual Cluster Assessment" is defined in Section 4.04.

1.28. "Maximum Annual Community Assessment" is defined in Section 4.03.

1.29. "Member" means a member of the Association, including all Class A Members and all Class B Members.

1.30. "Mortgage" includes deeds of trust and like security instruments.

1.31. "Owner" means, with respect to any Lot, (a) the owner of record from time to time, whether one or more Persons, of an interest in fee simple; (b) the lessee under a 99-year lease; and (c) a contract seller of such Lot or leasehold interest. The term "Owner" does not include the Association or any person having an interest in a Lot merely as security for the performance of an obligation, but does include a mortgagee who has acquired one of the above enumerated interests in a Lot by foreclosure or conveyance in lieu of foreclosure. The term "Owner" shall not include a purchaser who acquires record title to a Lot from a Participating Builder as part of a transaction

for construction of a dwelling unit if the Participating Builder retains the right to possession of the Lot; such purchaser shall be an Owner when he obtains the right to possession of the Lot, and the Participating Builder shall be the Owner of the Lot prior to such time.

1.32. "Participating Builder" shall mean and refer to a person (a) designated in writing by the Developer as a Participating Builder, and (b) owning more than one Lot on which it is constructing dwelling units for sale to Owners or prospective Owners.

1.33. "Person" means any individual, corporation, joint venture, partnership, association, joint stock company, trust, unincorporated organization or government (or any agency or political subdivision of a government) or any other legal entity.

1.34. "Property" means the land in St. Mary's County, which is described in Exhibit A, together with such additional land as shall be subjected to this Declaration in the future in accordance with the requirements of this Declaration.

1.35. "Resident" means all of the following:

(a) Each lessee of a Lot who actually occupies that Lot and who, if requested by the Secretary of the Association, has delivered a copy of his lease agreement, on which copies of the signatures appear, to the Secretary of the Association; and

(b) Any person who actually resides on the Lot.

1.36. "Special Assessment" means a Special Cluster Assessment and/or Special Community Assessment.

1.37. "Special Cluster Assessment" means any special charge established and levied by the Association pursuant to Section 4.07.

1.38. "Special Community Assessment" means any special charge established and levied by the Association pursuant to Section 4.06.

1.39. "Structure" means all of the following:

(a) Any Community Facility; and

(b) Any thing or object (other than trees and hedges less than two (2) feet high, shrubbery, and landscaping), the temporary or permanent placement of which upon any Lot may

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affect the appearance of the Lot, including but not limited to any building, garage, porch, shed, greenhouse, bathhouse, coop, cage, house trailer, covered or uncovered patio, swimming pool, fence, screen, parapet, curbing, paving, wall, signboard or other temporary or permanent improvement on the Lot; and

(c) Any excavation, fill, ditch, dam or other thing or device which affects or alters the natural flow of surface waters from, upon or across any Lot, or which affects or alters the flow of any waters in any natural or artificial stream, wash or drainage channel from, upon or across any Lot; and

(d) Any change of more than six (6) inches in the grade of any Lot.

1.40. "Veterans Administration" means the governmental agency of the United States of America which is so entitled and any agency or regulatory authority of the United States of America which succeeds it.

Article II - Community Facilities

2.01. Rights of Enjoyment of Community Facilities.

(a) Each Owner shall have a right and nonexclusive easement of enjoyment in, on, and to the Community Facilities subjected to this Declaration. The said right and easement shall be appurtenant to and shall pass with the title to each Owner's Lot.

(b) Subject to the provisions of Section 2.01(c) below, each Resident shall have a nontransferable right to use and enjoy the Community Facilities, which right shall terminate when that person ceases to have the status of a Resident.

(c) The Association shall have the authority to (but shall not be required to) adopt, amend and enforce rules and regulations which permit guests of an Owner or Resident to have, under conditions stated in the regulations, a revocable, non-exclusive license or privilege to use and enjoy all specified Community Facilities. The regulations, for example, may limit the number of such guests who may use any Community Facility at any one time and may prescribe reasonable fees for guests.

(d) Notwithstanding Subsections (a), (b), and (c) above, the easements and rights provided for in such Subsections above shall be subject to the following:

(i) The Association shall have the power and authority from time to time, but not the obligation, to adopt and amend and to enforce rules and regulations pertaining to the use of the Community Facilities including but not limited to rules and regulations which enhance the preservation of the Community Facilities and the safety and convenience of the users of them; and

(ii) The Association shall have the power and authority from time to time, but not the obligation, to establish and charge reasonable admission and other fees for the use of the Community Facilities; and

(iii) The Association shall have the power and authority from time to time, but not the obligation, to suspend the right and license of any Resident and the right and easement of any Owner to use all or any portion of the Community Facilities for up to sixty (60) days for each violation of this Declaration or each infraction of the Board's rules and regulations; and

(iv) Notwithstanding paragraph (iii) above, the Association shall have the power and authority under Section 4.13(c) from time to time, but not the obligation, to suspend the right of any Owner or Resident of a Lot to use the Community Facilities for so long as any part of an Assessment for such Lot is Delinquent (as defined below); and

(v) The Developer shall have the right, but not the obligation, to construct additional Community Facilities in accordance with Section 2.02; and

(vi) Subject to Section 7.17(c) below, the Association shall have the power and authority from time to time, but not the obligation, to grant easements or rights-of-way to any public utility corporation or public agency upon the approval of (i) the Board of Directors; (ii) more than two-thirds (2/3) of the votes cast by the Class A Members who are voting in person or by proxy at a meeting of the members duly called for that purpose at which a quorum is present; (iii) during the Development Period, the Developer; and (iv) a majority of the Class B Members voting in person or by proxy at that meeting; and

(vii) The Association shall have the power and authority from time to time, but not the obligation, to borrow money for the purpose of constructing, equipping, renovating, repairing, improving and maintaining the Community Facilities and to mortgage the Community Facilities as security for such borrowing, but only with the approval of (i) the Board of Directors; (ii) more than two-thirds (2/3) of the votes cast by the Class A Members who are voting in person or by proxy at a meeting of the Members duly called for that purpose at which a

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quorum is present; (iii) during the Development Period, the Developer; and (iv) a majority of the Class B Members voting in person or by proxy at that meeting. Any such mortgage instrument shall provide that, in the event of a default, the lender's rights or the rights of any person succeeding to the interest of the lender shall be limited to a right, after taking possession of the mortgaged property, to charge reasonable admission and other fees as a condition to continued enjoyment by the Members and, if necessary, to open the enjoyment of such property to a wider public until the mortgage debt is satisfied, at which time the possession of the mortgaged property must be returned to the Association and all rights of the Members hereunder shall be fully restored; and

(viii) The Association, pursuant to Section 2.03, shall have the power and authority (by action of the Board of Directors), but not the obligation, to convey or lease to other Persons all or any part of the Community Facilities; and

(ix) The Association shall have the power and authority to assign, appoint or otherwise designate one or more vehicular parking spaces located on any portion of the Community Facilities for the exclusive use of Residents or Owners of a Lot or their guests; and

(x) The easements and rights provided for in Subsections (a) and (b) above shall be subject to the provisions of Article IX; and

(xii) The easements and rights provided for in Subsections (a) and (b) above shall be subject to all other easements, restrictions and rights of record to which the Community Facilities are subject.

2.02. Additional Community Facilities.

(a) During the Development Period, the Developer from time to time may, but shall not be obligated to, (i) construct additional Community Facilities on Property owned by the Association; and (ii) convey to the Association, as additional Community Facilities, additional real property along with any Structure located thereon, so long as the conveyance has been approved by the Federal Housing Administration and/or the Veterans Administration, as appropriate, or is otherwise in compliance with rules, regulations, and guidelines promulgated by such federal agencies. If such agency approval is required and has not been communicated to the Developer within sixty (60) days after written notice to such agency of the intended action, then such agency shall be deemed to have consented to such action.

(b) The Association may not construct any capital addition or capital improvement to the Community Facilities or annex any additional Community Facilities unless the addition, improvement or annexation has been authorized by the Board of Directors and, during the Development Period, by the Developer. In addition, if the cost to the Association of such action and of similar actions in the same fiscal year of the Association exceed, in the aggregate, $25,000.00 plus an inflation factor as provided below, the action must also be approved by (i) more than two-thirds (2/3) of the votes cast by the Class A Members who are voting in person or by proxy at a meeting of the Members duly called for such purpose at which a quorum is present; (ii) during the Development Period, the Developer; and (iii) a majority of the Class B Members voting in person or by proxy at that meeting. The inflation factor for purposes of this paragraph shall be $25,000.00 times the percentage increase in the "Consumer Price Index for All Urban Consumers, Washington, D.C., Maryland and Virginia," published by the United States Department of Labor, Bureau of Labor Statistics from the date of this Declaration through the most recent publication of that index prior to the date the action is approved by the Board of Directors. If publication of that index ceases, the inflation factor shall be determined in the same manner, using (i) whatever index the U.S. Department of Labor designates as the successor to that index, or (ii) if no such designation is made, whatever available index the Board of Directors, in its sole discretion, deems closest to equivalent.

2.03. Conveyance of Community Facilities. The Association may at any time dedicate or transfer all or a part of the Community Facilities to any public agency or organization including, without limitation, St. Mary's County, or to any nonprofit organization, upon such terms and conditions as are agreed upon by that agency, authority or organization and the Association, including, without limitation, (a) provisions for the use of such Community Facilities by the public in general, and (b) provisions for the maintenance and repair of the affected Community Facilities, and (c) the assessment of Owners and/or Residents for the costs of their maintenance and repair. No dedication or transfer shall be effective, however, unless an instrument agreeing to it is approved by (i) more than two-thirds (2/3) of the votes cast by Class A Members who are voting in person or by proxy at a meeting of the Members duly called for such purposes at which a quorum is present; (ii) during the Development Period, the Developer; and (iii) a majority of the Class B Members voting in person or by proxy at that meeting. Sections 10.02 and 10.04 below may require the consent of certain First Mortgagees and/or the consent of the Veterans Administration and/or the Federal Housing Administration for certain of such actions. Any dedication or transfer shall be further subject to applicable laws and regulations governing Maryland nonstock corporations.

2.04. No Warranty. The Developer makes no warranty whatsoever as to the Community Facilities, except only those warranties implied by law which cannot be waived.

2.05. Dedication of Community Facilities. Any recorded plat depicting Community Facilities shall contain affirmative provisions (referring to this Declaration) to the effect that the Community Facilities are intended for the exclusive use and enjoyment of Owners and Residents and their guests, and that the Community Facilities are not dedicated for use by the general public but are only dedicated to the common use and enjoyment of the Owners and Residents and their guests. Notwithstanding the foregoing, the omission of any of such affirmative provisions shall not result in any grant of rights to the general public or other Persons other than Owners, Residents, and their respective guests, and shall not in any way adversely affect the creation of such Community Facilities.

Article III - Association Organization, Membership, Voting Rights, Board of Directors, Meetings of Members

3.01. Organization of the Association. The Association has been or will be organized as a nonprofit, nonstock corporation under the laws of the State of Maryland (i) to provide for the acquisition, construction, management, maintenance and care of the Community Facilities; (ii) to obtain, manage and maintain services for the Property or portions thereof, including (without limitation), as necessary, refuse collection, street cleaning and snow removal; and (iii) to take other actions which will promote the recreation, health, safety and welfare of the Owners and Residents. The Association is assigned such further duties and granted such powers as are prescribed by law and set forth in the Articles of Incorporation of the Association and in this Declaration, as all of them may be amended by the Members from time to time. No part of the net earnings of the Association shall inure to the benefit of any Member or other individual, other than (a) as compensation for providing management, maintenance and care of Community Facilities or other services, or (b) by a rebate of any excess Annual Assessment, Special Assessment or other dues or fees.

3.02. Membership in the Association. The Members of the Association shall be in one of the following classes of membership:

(i) Class A Membership. With the exception of the Developer and Participating Builders, if any, prior to the transition date described in Section 3.03(d), all Owners shall be Class A Members. A Person shall automatically become a Class A Member upon becoming an Owner and shall remain a Class A Member

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only for so long as he is an Owner. Class A membership shall be appurtenant to, and shall not be separated from, the status of Owner.

(ii) Class B Membership. The Developer and the Participating Builders, if any, shall be the Class B Members. The Class B membership shall terminate as set forth in Section 3.03(d) below.

3.03. Voting Rights of Members.

(a) For each Lot owned by him, each Class A Member shall be entitled to one (1) vote on each matter submitted to the Members for a decision by vote. Any Class A Member who is in violation of this Declaration and/or the rules and regulations adopted by the Board of Directors or the Covenants Committee (described below) or who is Delinquent in the payment of any Assessment, as determined by the Board of Directors in accordance with this Declaration and its rules and regulations, upon the giving of notice by the Association, shall not be entitled to cast his vote(s) as long as such violation or Delinquency continues.

(b) For each Lot owned by it, each Class B Member shall be entitled to cast three (3) votes on each matter submitted to the Members for a decision by vote. Any Class B Member which is Delinquent in the payment of any Assessment on any Lot, as determined by the Board of Directors in accordance with this Declaration and its rules and regulations, upon the giving of notice by the Association, shall not be entitled to cast the votes of that Lot as long as the Delinquency continues.

(c) If a Lot is owned by more than one Owner, the said Owners shall be deemed to constitute a single Member as to that Lot and, if a Class A Member, shall collectively be entitled to a single vote for that Lot or, if a Class B Member, shall collectively be entitled to three (3) votes for that Lot, as to each matter submitted to the Members for a decision by vote.

(d) The Class B membership shall terminate, and, for each Lot owned by it, each Class B Member shall automatically become a Class A Member entitled to one (1) vote on each matter submitted to the Members for a decision by vote, upon the earliest to occur of the following:

(i) The date upon which seventy-five percent (75%) of the Lots are owned by Class A Members if, as of such date, the Developer and Participating Builders, if any, have failed to initiate the construction of any dwelling unit on the

Property for a period of six (6) months and there is no evidence of any continuing construction on the Property by the Developer or any Participating Builder; or

(ii) The date upon which at least 563 Lots on the Property are owned by Class A Members; or

(iii) January 1, 1998.

(e) Any vote of the Members shall be taken without regard to class of membership (but giving effect to the differing voting strengths) except in those instances where Maryland law, this Declaration, or the Articles of Incorporation or Bylaws of the Association expressly require the affirmative vote or approval of a class of membership.

3.04. Board of Directors.

(a) The business and affairs of the Association shall be managed by a Board of Directors elected by the Members.

(b) The initial Board of Directors shall consist of three (3) directors (initially named in the Articles of Incorporation) who shall serve until their respective successors are elected and qualified.

(c) Beginning with the first annual meeting of the Members, Members shall elect the Board of Directors, which shall consist of no fewer than three (3) nor more than nine (9) directors, as provided in the Bylaws of the Association. Subject to this Declaration, the number of directors, their qualifications and their respective terms of office shall be designated in the Bylaws.

(d) The Bylaws of the Association shall govern the timing and conduct of meetings of the Board of Directors. The Board of Directors may make whatever rules and regulations, consistent with this Declaration and the Articles of Incorporation and Bylaws of the Association, which the Board of Directors deems advisable with respect to any actions to be taken by the Board of Directors.

3.05. Meetings of Members. The first annual meeting of the Members shall be held during the calendar year following the calendar year in which there is the first conveyance of a Lot to an Owner who is not the Developer or a Participating Builder. The specific date of such meeting shall be determined by the Board of Directors. Thereafter, there shall be at least one (1) meeting of the Members per calendar year. The Bylaws of the Association shall govern the timing and conduct of meetings of the Members. The Board of Directors may make whatever rules and

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regulations, consistent with this Declaration, the Articles of Incorporation, and the Bylaws of the Association, which the Board of Directors deems advisable with respect to any meeting of Members, quorums, proof of membership in the Association, evidence of right to vote, appointment and duties of inspectors of votes, registration of Members for voting purposes, voting by proxy and other matters concerning the conduct of meetings and voting.

3.06. Voting by Mail. The Bylaws of the Association may provide for Members to vote by mail on a particular proposal or for the election of directors. In such event, Members who vote by mail shall be deemed to be in attendance at a meeting of the Members, for the purpose of determining whether a quorum exists.

Article IV - Assessments

4.01. Purpose of Assessments.

(a) Annual Community Assessments and Special Community Assessments shall be used exclusively to carry out the rights, responsibilities, purposes or business of the Association, including but not limited to (i) the acquisition, construction, management, rehabilitation, restoration, maintenance, care and operation of the Community Facilities (exclusive of Cluster Community Facilities, except as otherwise provided in this Declaration); (ii) obtaining, managing, maintaining or providing services for the Property (exclusive of Cluster Community Facilities, except as otherwise provided in this Declaration) or portions thereof, including but not limited to refuse collection, street cleaning and snow removal; (iii) the insurance responsibilities assigned to the Association in Article V; and (iv) promoting or protecting the recreation, health, safety and welfare of the Owners and Residents.

(b) Annual Cluster Assessments and Special Cluster Assessments shall be used exclusively to defray the costs incurred by the Association in connection with the Cluster for which they are assessed, including but not limited to (i) the acquisition, construction, management, rehabilitation, restoration, repair, maintenance, care and operation of particular Cluster Community Facilities; (ii) obtaining, managing, maintaining or providing services for the particular Cluster or portions thereof, including but not limited to refuse collection, street cleaning and snow removal; (iii) insurance responsibilities, if any, which the Association may delegateto the Cluster Committee, or risks of insurance attributable to particular Cluster Community Facilities and covered by insurance maintained by the Association; and (iv) promoting or protecting the recreation, health, safety and welfare of the Owners and Residents of Lots within a particular Cluster.

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4.02. Establishment of Annual Community Assessment.

(a) The Association has the power to and may levy an Annual Community Assessment in each of its fiscal years against each Lot which is not Exempt Property. The amount of such Annual Community Assessment for any fiscal year of the Association shall be established for each Lot by the Board of Directors, subject to the limitations imposed by Subsection (b) below and by Section 4.04. Such Annual Community Assessment shall be established at any time during the previous fiscal year at least thirty (30) days in advance of the beginning of the fiscal year to which the Annual Community Assessment applies. The amount of the Annual Community Assessment for the first fiscal year of the Association shall be established by the Board of Directors, subject to the limitations imposed by Subsection (b) below and by Section 4.04, as soon as practicable after the first conveyance of a Lot to an Owner who is not the Developer or a Participating Builder, provided that the initial Owner of such Lot shall pay only a pro rata portion of such first annual Community Assessment, determined according to the number of months remaining in the fiscal year after the date of conveyance of a Lot to such Owner.

(b) (1) Notwithstanding Section 4.02(a), but subject to paragraph (2) below, the Annual Community Assessment against each Lot without an occupied dwelling which is owned by the Developer or a Participating Builder shall be twenty-five percent (25%) of the Annual Community Assessment levied pursuant to Section 4.02(a) above.

(2) Notwithstanding Section 4.02(b)(1), the Developer shall not be required to pay the Annual Community Assessment for any Lot owned by the Developer if the Developer funds and continues to fund deficits in the Association's annual budget, but in this case the Developer's obligation to fund such deficits shall be secured by a lien in favor of the Association, with the same priority as the lien of Assessments, on all Lots owned by the Developer.

4.03 Establishment of Annual Cluster Assessment.

(a) The Association has the power to and may levy an Annual Cluster Assessment in each of its fiscal years against each Lot in a particular Cluster which is not Exempt Property. The amount of such Annual Cluster Assessment for any fiscal year of the Association shall be established for each Lot within a particular Cluster by the Board of Directors with the advice of the Cluster Committee for that particular Cluster, subject to the limitations imposed by Subsection (b) below and by Section 4.05. The Association shall determine when to establish

the Annual Cluster Assessment for any particular Cluster, and all other matters with respect to Annual Cluster Assessments which are not specifically addressed in this Declaration. The Association may include in such Annual Cluster Assessment the cost of insurance premiums paid for by the Association with respect to particular Cluster Community Facilities and/or such other expenses attributable to particular Cluster Community Facilities, generally, provided that the Association allocates among Owners of Lots located in Clusters and then among the Owners within each particular Cluster such Owner's proportionate share of such expenses. The Association shall determine the appropriate allocation among Clusters for such expenses.

(b) (1) Notwithstanding Section 4.03(a), but subject to paragraph (2) below, the Annual Cluster Assessment against each Lot without an occupied dwelling which is owned by the Developer or a Participating Builder shall be twenty-five percent (25%) of the Annual Cluster Assessment levied pursuant to Section 4.03(a) above.

(2) Notwithstanding Section 4.03(b)(1), the Developer shall not be required to pay the Annual Cluster Assessment for any Lot owned by the Developer if the Developer funds and continues to fund deficits in the Association's annual budget, but in this case the Developer's obligation to fund such deficits shall be secured by a lien in favor of the Association, with the same priority as the lien of Assessments, on all Lots within the Cluster owned by the Developer.

4.04. Maximum Annual Community Assessment.

(a) Until January 1, 1992, the Annual Community Assessment imposed on each Lot in any fiscal year of the Association may not exceed $200.00 which amount, adjusted as provided in Subsection (b) below, is referred to in this Declaration as the "Maximum Annual Community Assessment".

(b) For each fiscal year of the Association beginning on or after January 1, 1992, the Board of Directors may increase the Maximum Annual Community Assessment for each Lot by the greater of (i) a factor of not more than five percent (5%) of the applicable Maximum Annual Community Assessment for the fiscal year of the Association or (ii) the percentage increase, over the one-year period ending five (5) months before the first day of the fiscal year of the Association for which the increase is to be effective, in the "Consumer Price Index for All Urban Consumers, Washington, D.C., Maryland, and Virginia," published by the United States Department of Labor, Bureau of Labor Statistics (the "Index"). If publication of that Index ceases, item (ii) above shall be determined in the same manner, using (A) whatever index the U.S. Department of Labor designates as the successor to that Index, or (B) if no such designation is made,

whatever available index the Board of Directors, in its sole discretion, deems closest to equivalent. The Maximum Annual Community Assessment, however, may be increased above the limits established above by the amount by which any ad valorem real estate taxes and casualty and other insurance premiums payable by the Association have increases over amounts payable for the same or similar items for the previous year.

(c) Notwithstanding the limits on the Maximum Annual Community Assessment set forth in Subsection (b) above, the Maximum Annual Community Assessment for each Lot may be increased by more than would otherwise be permitted by Subsection (b) above, but only with the approval of (i) more than two-thirds (2/3) of the votes cast by the Class A Members who are voting in person or by proxy at a meeting of the Members duly called for such purpose at which are present (in person or by proxy) Class A Members who are Owners of at least sixty percent (60%) of the Lots which are not owned by Class B Members; (ii) during the Development Period, the Developer; and (iii) a majority of the Class B Members voting in person or by proxy at that meeting. If the said sixty percent (60%) of the Class A Members does not attend a meeting of the Members duly called for such purpose, the meeting may be adjourned for not less than ten (10) days nor more than sixty (60) days to a meeting at which, to be effective, there must be present (in person or by proxy) Class A Members who are Owners of at least thirty percent (30%) of the Lots which are not owned by Class B Members.

4.05. Maximum Annual Cluster Assessment.

(a) Until January 1, 1992, the Annual Cluster Assessment imposed on each Lot within a Cluster in any fiscal year of the Association may not exceed $350.00 which amount, adjusted as provided in Subsection (b) below, is referred to in this Declaration as the "Maximum Annual Cluster Assessment".

(b) For each fiscal year of the Association beginning on or after January 1, 1992, the Association may increase the Maximum Annual Cluster Assessment for each Lot within a particular Cluster by the greater of (i) a factor of not more than five percent (5%) of the applicable Maximum Annual Cluster Assessment for the preceding fiscal year of the Association or (ii) the percentage increase, over the one-year period ending five (5) months before the first day of the fiscal year of the Association for which the increase is to be effective, in the "Index" defined in Section 4.04 above. If publication of that Index ceases, item (ii) above shall be determined in the same manner, using (A) whatever index the U.S. Department of Labor designates as the successor to that Index, or

(B) if no such designation is made, whatever available index the Board of Directors, in its sole discretion, deems closest to equivalent. The Maximum Annual Cluster Assessment, however, may be increased above the limits established above by the amount by which ad valorem real estate taxes and casualty and other insurance premiums payable by the Association and allocated by the Association to the particular Cluster have increased over amounts payable for the same or similar items for the previous year.

(c) Notwithstanding the limits on the Maximum Annual Cluster Assessment set forth in Subsection (b) above, the Maximum Annual Cluster Assessment for each Lot in a particular Cluster may be increased by more than would otherwise be permitted by Subsection (b) above, but only with the approval of (i) more than two-thirds (2/3) of the votes cast by Class A Members who are Owners of Lots in such Cluster and who are voting in person or by proxy at a meeting of such Owners called for such purpose at which are present (in person or by proxy) Class A Members who are Owners of at least sixty percent (60%) of the Lots in such Cluster which are not owned by Class B Members; (ii) during the Development Period, the Developer; and (iii) a majority of the Class B Members which own Lots in such Cluster voting in person or by proxy at that meeting.

4.06. SPECIAL COMMUNITY ASSESSMENTS.

(A) In addition to the Annual Community Assessment on all or some of the Lots, the Association may levy a Special Community Assessment on all Lots in any fiscal year of the Association, applicable to that fiscal year only and payable over not more than three (3) consecutive fiscal years, for any purpose of the Association, including but not limited to defraying, in whole or in part, the cost of any construction, repair or replacement of a capital improvement to the Community Facilities, and fixtures and personal property related to them.

(b) A Special Community Assessment must be approved by (i) more than two-thirds (2/3) of the votes of the Class A Members who are voting in person or by proxy at a meeting of the Members duly called for such purpose at which are present (in person or by proxy) Class A Members who are Owners of at least sixty percent (60%) of the Lots which are not owned by Class B Members; (ii) during the Development Period, the Developer; and (iii) a majority of the Class B members voting in person or by proxy at that meeting. If the said sixty percent (60%) of the Class A Members does not attend a meeting of the Members duly called for such purpose, the meeting may be adjourned for not less than ten (10) days nor more than sixty (60) days to a meeting at which, to be effective, there must be present (in person or by proxy) Class A Members who are Owners of at least thirty percent (30%) of the Lots which are not owned by Class B Members.

(c) Special Community Assessments imposed on Lots owned by the Developer shall be subject to reduction or elimination to the same extent and on the same terms as is provided in Section 4.02(b) with respect to Annual Assessments.

4.07. Special Cluster Assessments.

(a) In addition to the Annual Cluster Assessment, the Association may levy a Special Cluster Assessment on all or some of the Lots within a particular Cluster in any fiscal year of the Association, applicable to that fiscal year only and payable over not more than three (3) consecutive fiscal years, for any purpose related to that Cluster, including but not limited to defraying, in whole or in part, the cost of any construction, repair or replacement of a capital improvement to the Cluster Community Facilities located in such Cluster, and fixtures and personal property related to them.

(b) A Special Cluster Assessment for a particular Cluster must be approved by (i) more than two-thirds (2/3) of the votes of the Class A Members who are Owners of Lots in such Cluster and who are voting in person or by proxy at a meeting of such Owners duly called for such purpose at which are present (in person or by proxy) Class A Members who are Owners of at least sixty percent (60%) of the Lots in such Cluster which are not owned by Class B Members; (ii) during the Development Period, the Developer; and (iii) a majority of the Class B Members which own Lots in such Cluster voting in person or by proxy at that meeting.

(c) The Special Cluster Assessment imposed on Lots owned by the Developer shall be subject to reduction or elimination to the same extent and on the same terms as provided in Section 4.02(b) above.

4.08. Date of Commencement of Community Assessments; Installments.

(a) Annual Community Assessments for the first fiscal year of the Association shall commence on the first day of the month following the first conveyance of a Lot to an Owner who is not the Developer or a Participating Builder.

(b) Although Assessments shall be determined and payable on an annual basis, the Association, by regulation, may permit Annual Community Assessments to be paid in periodic installments, and the Association, at any meeting at which it approves a Special Community Assessment, may permit the Special Community Assessment to be paid in one lump sum or in periodic installments.

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4.09. Date of Commencement of Cluster Assessments; Installments.

(a) Annual Cluster Assessments for the first fiscal year of the Association shall commence on the first day of the month following the first conveyance of a Lot within a Cluster to an Owner who is not the Developer or a Participating Builder.

(b) Although Assessments shall be determined and be payable on an annual basis, the Association, by regulation, may permit Annual Cluster Assessments to be paid in periodic installments, and the Association, at any meeting at which a Special Cluster Assessment is approved, may permit the Special Cluster Assessment to be paid in one lump sum or in periodic installments.

4.10. Notice and Due Dates. Written notice specifying the amount of each Assessment and, if permitted by the Board of Directors, the number and amounts of the installments by which each Assessment is to be paid, shall be given by the Board of Directors at least once yearly to the Owner of each Lot subject to Assessments. Each Assessment shall be due on the later of (a) the due date established by the Board of Directors or, as applicable, the Association and specified in the notice, or (b) if the notice is mailed, on the tenth day following the date of mailing. If the Assessment may be paid in installments, the notice shall so indicate. Failure of an Owner to receive any such written notice shall not excuse, relieve or release such Owner from his obligation to pay each such Assessment.

4.11. Covenant to Pay Assessments.

(a) Each Owner (including but not limited to a mortgagee who has become an Owner by foreclosure or conveyance in lieu of foreclosure) other than the Developer and Participating Builders, by his acceptance of a deed for a Lot, whether or not it is so expressed in that deed, shall be deemed to covenant and agree to pay to the Association all of the following:

(i) All Assessments levied on that Lot in accordance with this Declaration; and

(ii) Interest on those Assessments under Section 4.12; and

(iii) Costs of the Association with respect to those Assessments under Section 4.13.

(b) The Developer, both for itself and for its successors and assigns (including but not limited to Participating Builders), covenants and agrees to pay to the Association all of the following:

(i) All Assessments levied in accordance with this Declaration on Lots owned by the Developer (and such successors and assigns); and

(ii) Interest on those Assessments under Section 4.12; and

(iii) Costs of the Association with respect to those Assessments under Section 4.13.

(c) The aforesaid covenants shall be independent of any and all of the covenants and obligations of the Association.

4.12. Delinquent Assessments.

(a) If an Owner fails to pay any part of any Assessment within thirty (30) days after the due date (as established pursuant to Section 4.10), the unpaid amount shall be deemed "Delinquent", and the Owner shall be deemed in breach of this Declaration.

(b) Any Delinquent amount shall automatically bear interest at the rate of six percent (6%) or at the highest rate legally permissible under Maryland law, whichever is less.

(c) The First Mortgagee of a Lot may be entitled, under Section 10.01, to notice that Assessments with respect to that Lot have become Delinquent.

4.13. Enforcement Powers of Association. As to any Owner who is in breach of Section 4.11, the Association shall have the power and authority to take any or all of the following actions, at its sole option and without the necessity of any election of remedies; and by acceptance of the deed to his Lot, each Owner specifically agrees that:

(a) In addition to any other remedies it may have, the Association may accelerate and declare immediately due the entire amount of any Assessment which the said Owner had been paying in installments; and

(b) In addition to any other remedies it may have, the Association may sue the Owner for a personal judgment for the Delinquent amount, plus interest under Section 4.12(b) and its costs of collection, including but not limited to court costs and attorneys' fees; and

(c) In addition to any other remedies it may have, the Association may enforce, under a power of private sale or otherwise, and foreclose the lien imposed by Section 4.15(a)

on any Lot for which any Assessment is Delinquent. In any foreclosure sale or proceeding, the Association shall be entitled to recover the Delinquent amount, plus interest under Section 4.08(b), and its costs of collection, including but not limited to court costs, costs of any public or private sale, and attorneys' fees; and

(d) For so long as an Owner remains in breach of Section 4.11, the Association may suspend any or all of the following:

(i) The Owner's right and easement of enjoyment in and to any or all Community Facilities; and/or

(ii) The right of any Resident of the Lot to use and enjoy any or all Community Facilities; and/or

(iii) The license and privilege of enjoyment of any guest or other Person claiming that license or privilege under or through the Owner, to use and enjoy any or all Community Facilities.

4.14. Suspension of Voting Rights. Under Section 3.03(a), for so long as any Assessment with respect to any Lot is Delinquent in whole or in part, as determined by the Board of Directors in accordance with this Declaration and its rules and regulations, the Owner of that Lot, whether a Class A Member or a Class B Member, shall not be entitled to cast the vote or votes of that Lot.

4.15. Lien of Assessments.

(a) All Assessments, together with interest under Section 4.12 and costs under Section 4.13, shall be a charge on the Lot from the date such Assessments are levied (notwithstanding that an Owner may be permitted to pay an Assessment in installments) and shall be a continuing lien thereon.

(b) Each Assessment, together with interest under Section 4.12 and costs under Section 4.13, shall also be the personal obligation of the Person who was the Owner of the affected Lot at the time when the Assessment fell due. The obligation to pay Assessments shall not pass to the Owner's successors in title unless expressly assumed by them.

(c) No Owner may waive or otherwise escape liability for any Assessment by abandonment or sale of his Lot or non-use of the Community Facilities.

(d) A lien for Assessments shall not be affected by any sale or transfer of a Lot, except that a sale or transfer pursuant to a foreclosure of a first mortgage or any

proceeding in lieu thereof shall extinguish a lien for Delinquent Assessments which became payable prior to such sale or transfer. However, the personal obligation of the Delinquent Owner shall survive the extinguishment of the lien of any such Delinquent Assessments, and, further, the Board of Directors may reallocate and assess, as an expense of the Association, any such Delinquent Assessments the lien of which was so extinguished. Any such sale or transfer pursuant to a foreclosure shall not relieve the purchaser or transferee of a Lot from liability for, nor the Lot from the lien of, any Assessments made after such sale or transfer.

(e) For the purpose of this Section, each Assessment shall be considered separate from any other Assessment, such that no Owner who sells a Lot shall be responsible for any Annual Assessment applicable to a fiscal year of the Association beginning after the Owner's conveyance of the Lot or responsible for any Special Assessment established by the Association after the Owner's conveyance of the Lot.

4.16. Subordination. The lien of the Assessments provided for in this Declaration and any costs or interest that might be levied by the Association in connection with Delinquent Assessments shall be subordinate to the lien of any first mortgage or first deed of trust which secures a First Mortgagee.

4.17. Certificate of Payment. The Association shall, upon an Owner's request and for a reasonable charge, furnish a certificate, signed by an officer of the Association, setting forth whether the Assessments on a specified Lot have been paid and, if appropriate, whether periodic installments of the Assessments on a specified Lot are current. Any such certificate, if properly executed, shall be binding upon the Association as of the date of its issuance.

4.18. Reserves.

(a) From its revenues from Annual Assessments, the Association shall establish and maintain a reserve fund for replacement of the Community Facilities, by the allocation and payment periodically to the reserve fund of an amount to be determined from time to time by the Board of Directors. Separate reserve accounts shall be established in the name of and for the benefit of each Cluster regarding that particular Cluster's Cluster Community Facilities. The reserve fund established for Community Facilities, exclusive of Cluster Community Facilities, shall constitute an expense of the Association. The reserve fund established for a particular Cluster as provided above shall constitute a common expense of the Association allocable, however, exclusively to such Cluster. All reserve funds shall be deposited in accounts which are insured by an agency of the United States Government or, in the discretion of the Board of

Directors, invested in obligations of, or obligations which are fully guaranteed as to principal by, the United States Government.

(b) The proportional interest of any Owner in any reserve shall be an appurtenance of his Lot and shall not be separately withdrawn, assigned, or transferred or otherwise separated from the Lot, but shall be automatically transferred with the Lot.

Article V - Damage or Destruction of Structures and Insurance

5.01. Required Insurance.

(a) The Association shall procure and maintain the following insurance coverages to the extent obtainable:

(i) Coverage of all Community Facilities and other Structures located on land owned by the Association, against loss or damage by fire, lightning and such other perils as are included within the terms "extended coverage" and "all risk" coverage, including but not limited to vandalism and malicious mischief, debris removal and windstorm and water damage. The named insureds shall be the Association and, as to any Property of the Association which has been mortgaged, the mortgagee of that Property, as their interests may appear. During the Development Period, the Developer, as its interests may appear, shall be an additional named insured. The coverage shall be in an amount not less than one hundred percent (100%) of the current replacement costs of the insured Structures without deduction for depreciation, and the policy or policies shall include language calling for automatic increases in that coverage in response to general inflation as measured by an appropriate index; and

(ii) Comprehensive general liability coverage insuring the Association and, during the Development Period, the Developer against liability for bodily injury, disease, illness or death of Persons and for injury to or destruction of property occurring upon or arising from the authorized or unauthorized use of any Community Facility or other property owned or controlled by the Association. Such insurance coverage shall also include protection against legal liability arising out of lawsuits related to employment contracts of the Association. The coverage shall be in whatever amounts and subject to whatever deductibles and exclusions the Board of Directors considers prudent; provided, however, that such coverage shall be for at least $1,000,000 for bodily injury, including deaths of Persons and property damage arising out of a single occurrence; and

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(iii) All other bonds and insurance coverages required of the Association by the Federal National Mortgage Association, the Government National Mortgage Association, or the Federal Home Loan Mortgage Corporation, for so long as each of them is an Owner or First Mortgagee of any Lot, or by the Veterans Administration for so long as it is a Guarantor of any loan made by a First Mortgagee on a Lot, or by the Federal Housing Administration, for so long as it is an Insurer of any loan made by a First Mortgagee on a Lot.

(b) The Association may also procure and maintain whatever other insurance coverage the Board of Directors considers necessary or appropriate, including but not limited to directors' and officers' liability insurance.

(c) Insurance premiums for the coverages required and authorized by this Section shall be paid from the Association's revenues from Assessments.

(d) All insurance policies of the Association must contain language requiring the insurer to give the Association at least thirty (30) days' prior written notice of any expiration, cancellation or nonrenewal, or change in premiums or coverage.

(e) During the Development Period, any of the insurance required and authorized by this Section may be obtained and maintained by the Association in connection with insurance the Developer obtains and maintains with respect to the Property.

5.02. Annual Review. The Board of Directors shall annually conduct a review of the terms and adequacy of coverage of all insurance policies held by the Association and shall adjust the Association's insurance coverage as the Board of Directors deems advisable, in accordance with this Declaration.

5.03. Uninsured Loss or Insufficient Proceeds. If a Structure owned by the Association suffers damage or destruction from any cause which is not insured against or for which the insurance proceeds are not sufficient to pay all costs of repair or reconstruction, then repair or reconstruction thereof shall constitute a capital improvement for which a Special Community Assessment or Special Cluster Assessment, as applicable, may be made.

5.04. Rights of Certain First Mortgagees.

(a) Section 10.01 requires notice to First Mortgagees of (i) certain casualty losses to Community Facilities and (ii) cancellation or nonrenewal of certain insurance coverages.

(b) Section 10.02 requires consent of First Mortgagees for certain uses of insurance proceeds.

5.05. Total or Partial Condemnation, Loss or Destruction.

(a) The Association shall represent the Class A Members and, during the Development Period, the Class B Members in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the Community Facilities or any part thereof. Each Class A Member and Class B Member hereby expressly appoints the Association, as attorney-in-fact for the limited purpose of performing in accordance with this Section.

(b) In the event of a taking or acquisition of part (but less than substantially all) of the Community Facilities by a condemning authority as a result of eminent domain proceedings or threat thereof ("Condemnation"), the award or proceeds of settlement ("Condemnation Proceeds") shall be payable to the Association, and if such Community Facilities have been mortgaged, then as the interests of the Association's mortgagee(s) may appear; and the Association, subject to the rights, if any, of the Association's mortgagee(s) and the rights, if any, of First Mortgagees, shall apply the Condemnation Proceeds toward the repair, restoration or replacement, if practicable, of the Community Facilities so taken or acquired, or as the Board of Directors shall deem in the best interests of the Association; and if the amount of Condemnation Proceeds is insufficient to defray completely the cost of repair, restoration or replacement of the Community Facilities so taken, then the Association shall use all or part of the funds constituting the applicable reserve, described in Section 4.18 above, and, if necessary, impose a Special Assessment upon the Members, or, with respect to Cluster Community Facilities, upon the Members within the Cluster where the affected Cluster Community Facilities are located, as applicable, all as the Association shall deem necessary, to pay for the repair, restoration or replacement of such affected Community Facilities or Cluster Community Facilities.

(c) In the event of a total or substantially total Condemnation of the Community Facilities, the Association, subject to the rights, if any, of the Association's mortgagee(s) and the rights, if any, of First Mortgagees, shall determine the feasibility of applying the Condemnation Proceeds toward the repair, restoration or replacement, if practicable, of the Community Facilities so condemned; and if it is determined to be feasible to apply the Condemnation Proceeds toward the repair, restoration or replacement of the Community Facilities, then the Association shall do so subject to the relative rights, if any,

of its mortgagee(s) and the First Mortgagees, and apply so much of the Association's reserves and/or impose a Special Assessment upon the Members as is necessary for the purpose of defraying completely the cost of repairing, restoring or replacing the Community Facilities; but if it is determined that the repair, restoration or replacement of the Community Facilities would not be feasible, then the Board of Directors shall call a special meeting of all Members for the purpose of deciding an appropriate course of action with respect to the future existence, operation and control of the Property, including but not limited to whether to terminate the Association and this Declaration. Any decision by the Members to terminate the Association and this Declaration shall be made in accordance with Section 11.02 hereof.

(d) In the event of loss or destruction of part (but less than substantially all) of the Community Facilities, the insurance proceeds ("Insurance Proceeds"), if any, attributable to such loss or destruction shall be payable to the Association, and if such Community Facilities have been mortgaged, then as the interests of the Association's mortgagee(s) may appear; and the Association, subject to the rights, if any, of the Association's mortgagee(s) and the rights, if any, of First Mortgagees, shall apply the Insurance Proceeds toward the repair, restoration or replacement, if practicable, of the Community Facilities so lost or destroyed, or as the Board of Directors shall deem in the best interests of the Association; and if the amount of Insurance Proceeds is insufficient to defray completely the cost of repair, restoration or replacement of the partially lost or destroyed Community Facilities, then the Association shall use all or part of the funds constituting the applicable reserve described in Section 4.18 above, and, if necessary, impose a Special Assessment upon the Members, or, with respect to Cluster Community Facilities, upon the Members within the Cluster where the affected Cluster Community Facilities are located, as applicable, all as the Association shall deem necessary, to pay for the repair, restoration or replacement of such affected Community Facilities or Cluster Community Facilities.

(e) In the event of a total or substantially total loss or destruction of the Community Facilities, the Association, subject to the rights, if any, of the Association's mortgagee(s) and the rights, if any, of First Mortgagees, shall determine the feasibility of applying the Insurance Proceeds toward the repair, restoration or replacement, if practicable, of the Community Facilities so lost or destroyed; and if it is determined to be feasible to apply the Insurance Proceeds toward the repair, restoration or replacement of the Community Facilities, then the Association shall do so subject to the relative rights, if any, of its mortgagee(s) and the First Mortgagees, and apply so much of the Association's reserves and/or impose a Special Assessment upon the Members as is

necessary for the purpose of defraying completely the cost of repairing, restoring or replacing the Community Facilities; but if it is determined that the repair, restoration or replacement of the Community Facilities would not be feasible, then the Board of Directors shall call a special meeting of all Members for the purpose of deciding an appropriate course of action with respect to the future existence, operation and control of the Property, including but not limited to whether to terminate the Association and this Declaration. Any decision by the Members to terminate the Association and this Declaration shall be made in accordance with Article X below.

(f) Any distribution to Owners and/or to the Association's mortgagees and/or to First Mortgagees, made as a result of the termination of the Association and this Declaration, shall be made in proportion to the total number of Lots subject to this Declaration at the time of Condemnation or loss or destruction.

5.06 No Priority or Partition. No Member shall have any priority over any other Member as to any Condemnation Proceeds or Insurance Proceeds or any right to a partition with respect thereto, except that, during the Development Period, the Class B Members shall be entitled to be reimbursed from Condemnation Proceeds and/or Insurance Proceeds for their actual losses as a result of partial or total Condemnation, loss or destruction.

Article VI - Covenants Committee

6.01. Composition and Appointment. A Covenants Committee shall be selected in accordance with the Bylaws. Subject to this Declaration and the Bylaws, the qualifications of the members of the Covenants Committee shall be determined by the Board of Directors. The number and method of selection of the Covenants Committee, and other provisions governing the Covenants Committee, shall be provided in the Bylaws.

6.02. Powers and Duties.

(a) The Covenants Committee shall serve as an architectural review board and regulate the external design, appearance and location of Lots and Structures so as to enforce the architectural provisions of this Declaration, preserve and enhance values, and maintain a harmonious relationship among Structures.

(b) The Covenants Committee shall adopt architectural standards subject to confirmation by the Board of Directors.

(c) The Covenants Committee shall have whatever other duties and authority the Board of Directors may from time to time assign to it in connection with the enforcement of this Declaration, the Articles of Incorporation and the Bylaws of the Association.

(d) Any decision or determination of the Covenants Committee may be appealed by the affected Member to the Board of Directors; provided that the Board of Directors may act upon an appeal only upon (i) written petition of the Member or Members or (ii) the motion of a majority of the Board of Directors.

6.03. Submission of Plans to Covenants Committee.

(a) No Structure shall be erected, placed, moved onto or permitted on any Lot, nor shall any existing Structure be removed, modified or altered in any way which materially changes its exterior appearance or structural integrity, nor shall any new uses be commenced on any Lot, nor shall any portion of any Lot be cleared or graded, until plans and specifications for the proposed action have been approved in writing by the Covenants Committee. The plans and specifications shall be in whatever form and shall contain whatever information the Covenants Committee may reasonably require.

(b) Unless otherwise approved by the Covenants Committee, all plans and specifications must be prepared by an architect duly licensed under the then existing registration laws of the State of Maryland, and the plans and specifications shall be in such form and shall contain such information as may be reasonably required by the Covenants Committee to determine whether or not the proposed use meets the standards set forth herein or developed as by the Covenants Committee; provided, however, that neither the Association, the Board of Directors, the Covenants Committee nor any members of the Board of Directors on the Covenants Committee shall be liable for damages to anyone who has submitted plans for approval, or to any Owner or Resident, by reason of mistake in judgment or nonfeasance of itself, its agents or employees, arising out of or in connection with the approval or disaproval of any such plans. Likewise, anyone so submitting plans to the Covenants Committee for approval, by submitting such plans, and any Person when he becomes an Owner or Resident, agrees that he or it will not bring any action or suit to recover any such damages against the Association, the Board of Directors, the Covenants Committee or any member of the Board of Directors or the Covenants Committee. However, the Covenants Committee shall not unreasonably withhold approval of any plans submitted pursuant thereto. Failure to meet the criteria or standards mentioned herein or developed by the Covenants Committee shall be grounds for the Covenants Committee's reasonable disapproval of any such plans. All

construction work shall, on approval of plans by the Covenants Committee, be commenced within one (1) year from the date such approval is granted and must be carried out with dispatch, which in no event may exceed a period of one (1) year following such commencement, unless otherwise specified by the Covenants Committe in its approval. Upon completion of construction, the site shall be promptly landscaped to the satisfaction of the Covenants Committee.

6.04. Approval of Plans and Specifications.

(a) Any approval or disapproval by the Covenants Committee of a proposed action shall be in writing. When it denies any application, the Covenants Committee shall specify the reasons for the denial. The Covenants Committee may approve an application subject to whatever conditions and qualifications it or the Board of Directors deems appropriate to enforce the architectural provisions of this Declaration.

(b) All applications for modifications and changes to Structures on a Lot within a Cluster, which are not in accordance with the original Structure, or which do not meet the standards adopted by the Covenants Committee, shall be acted upon with the advice of the Cluster Committee for the Cluster in which the Lot is located.

(c) Upon approval by the Covenants 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 Covenants Committee and written notification evidencing approval of such plans and specifications shall be sent to the applicant submitting the same. Such approval shall lapse after a period of one (1) year in the event construction or alteration or other similar work has not commenced, and thereafter the approval of the covenants Committee, and compliance with the provisions of this Article, shall again be required prior to commencement of such work. In any case where the Covenants Committee has disapproved any plans and specifications submitted hereunder, or has approved the same only as modified or upon specified conditions, such disapproval or qualified approval shall be communicated to the applicant by a written statement of the grounds upon which such action was based. In any such case, the Covenants Committee shall, if requested, make reasonable efforts to assist and advise the applicant in preparation and submission of an acceptable proposal.

(d) Upon completion of the construction or alteration of any Structure in accordance with plans and specifications approved by the Covenants Committee, the Covenants Committee shall, upon request of the Owner or Resident, issue a

Certificate of Compliance in form suitable for recordation, identifying such Structure and and the Lot on which such Structure is placed, and stating that the plans and specifications, the location of such Structure and the use or uses to be conducted thereon have been approved and that such Structure complies therewith. Preparation and recording of such Certificate of Compliance shall be at the expense of such Owner or Resident. Any Certificate of Compliance issued in accordance with the provisions of this Section 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 of Compliance shall be conclusive evidence that all Structures on the affected Lot and the use or uses described therein comply with all the requirements of this Article, and with all other requirements of this Declaration, as to which the Covenants Committee exercised any discretionary or interpretive powers.

(e) The Covenants Committee may establish standards, guidelines or regulations to govern particular issues.

6.05. Failure of the Covenants Committee to Act. If the Covenants Committee fails to act upon any request submitted to it within forty-five (45) days after submission, the request shall be deemed approved as submitted, and no further action by the Covenants Committee shall be required. For the purpose of this Section, action by the Covenants Committee includes extending the time for final decision.

6.06. Rules, Regulations, and Policy Statements.

(a) The Covenants Committee may adopt, from time to time, subject to the approval of the Board of Directors, rules and regulations pertaining to its authorized duties and activities. It may from time to time issue statements of policy with respect to architectural standards and other matters on which it is authorized to act. The Covenants Committee shall be bound by the rules of procedure set forth in the Bylaws of the Association, as supplemented by such rules as are adopted by the Covenants Committee and approved by the Board of Directors.

(b) (1) If any Structure shall be commenced, altered, removed, modified, erected, placed, moved onto, or maintained upon any Lot or any clearing, grading, new land development or use commenced on any Lot in violation of Section 6.03 of this Article and without the approval required therein, then, upon written notice from the Covenants Committee, any such Structure so commenced, altered, removed, modified, erected, placed, moved onto, or maintained upon any Lot in violation hereof shall be removed or re-altered by the Owner or Resident at his expense, and any such clearing, grading, development or use shall be terminated and previous conditions restored so as to extinguish such violation.

(2) If within twenty (20) business days after receipt of notice of such a violation, the Owner or Resident of the Lot upon which the violation exists has not taken reasonable steps toward the removal, realteration or termination of the same, the Covenants Committee shall have the right, through its agents or employees, to enter upon such Lot at any reasonable time and to take such steps as may be necessary or appropriate to extinguish such violation, and the costs thereof shall be a binding, personal obligation of such Owner or Resident, as well as a lien (enforceable in the same manner as, and having the same priority relative to other liens as, the lien of Assessments) upon the Lot in question.

(3) The lien provided in this Section shall not be valid 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 and notice thereof shall have been filed in the Land Records of St. Mary's County, Maryland prior to the recordation among the Land Records of St. Mary's County, Maryland of the deed (or mortgage) conveying the Lot in question to such purchaser (or subjecting the same to such mortgage).

6.07. Expenses of the Covenants Committee. The Covenants Committee may charge reasonable fees for the processing and review of any requests, plans, and specifications. It is the intent of this Declaration that the Covenants Committee be self-supporting through such fees. The Association shall pay all ordinary and necessary expenses of the Covenants Committee which are not covered by such fees. However, no member of the Covenants Committee shall be paid any salary or receive any other form of compensation from the Association (except reimbursement for reasonable and necessary expenses incurred in connection with his service on the Covenants Committee), unless approved by (i) the Board of Directors; and (ii) more than two-thirds (2/3) of the votes cast by the Class A Members who are voting in person or by proxy at a meeting of the Members duly called for such purpose at which a quorum is present; (iii) during the Development Period, the Developer; and (iv) during the Development Period, a majority of the Class B Members voting in person or by proxy at that meeting. Notwithstanding the foregoing, the Developer shall be free to compensate as it sees fit those individuals who serve on the Covenants Committee at the Developer's request during the Development Period.

6.08. Right of Entry. Upon prior notice except in emergency circumstances, the Association and the Covenants Committee, through their authorized officers, employees and agents, shall have the right to enter upon any Lot at all reasonable times for the purpose of ascertaining whether the Lot or any Structure on it is in compliance with the provisions of

this Article, Article VII, and the rules and regulations, if any, adopted by the Covenants Committee, without the Association, the Covenants Committee or the officer, employee or agent being deemed to have committed a trespass or other wrongful act.

6.09. Land Development Activity. Notwithstanding any other provision of this Declaration, no Land Development Activity shall require the approval of or be subject to review by the Covenants Committee.

6.10. Amendment. Any Amendment of this Article requires the approval of certain First Mortgagees under Section 10.02.

Article VII - General Restrictions on the Use of Lots and Improvements to Lots

7.01. Zoning Regulations. No Lot shall be used for any purpose not permitted by St. Mary's County zoning ordinances or the applicable laws or regulations of any governmental authority having jurisdiction over such Lot. This restriction shall not apply to any use for which a special exception or other special permission under St. Mary's County zoning ordinances or other governing regulations is finally granted, provided the use is also approved in writing by the Covenants Committee. All Lots shall be used for residences and for residential use, except that the conduct of professional services on a Lot may be permitted with the written approval of the Covenants Committee. The Association's right to limit or restrict the use of a particular Lot in addition to the restrictions imposed by zoning ordinances, laws, and regulations is hereby reserved under the provisions of this Declaration.

7.02. No Use Contrary to Law and No Nuisances. No noxious or offensive trade, service or activity may be conducted on any portion of the Property nor shall anything be done on the Property which may be or become a continuing annoyance, hazard or nuisance to Owners or Residents. No use of any Lot or any Structure shall be made, nor shall any materials or products be manufactured, processed or stored on a Lot or in a Structure, in violation of federal, state or local laws or regulations or resulting in an unreasonable fire hazard to adjoining Lots or Structures.

7.03. Structures. The architectural character of all Structures and alterations of or additions or improvements to them (other than interior alterations not affecting external appearance), when visually related to each other and the surrounding natural environment, must be found by the Covenants Committee, or prior to any construction or alteration of, addition or improvement to, any such Structure, to be harmonious in terms of type, size, scale, form, color, and material. No

Structure shall be painted, stuccoed or surfaced with any material unless approved in writing by the Covenants Committee in accordance with objective, performance-oriented guidelines established by the Covenants Committee. Screens or parapets shall be used to organize and aesthetically shield mechanical equipment from public view.

7.04. Screens and Fences. Fences, walls and screens shall be of material and height necessary to accomplish stated objectives of the Owner or Resident appropriate to his type of land use on a Lot. Efforts shall be made to develop fences, walls and screens with appropriate landscape treatment and coloring to blend them harmoniously with the surrounding environment, including topography, architecture and planting. The location, height, material, treatment and color of fences, walls and screens shall be subject to the prior written approval by the Covenants Committee which will consider, among other things, the uses intended and the impact on the neighborhood, particularly adjacent Lots.

7.05. Outside Storage or Operations. No outside storage of lumber (other than reasonable quantities of firewood for consumption on such Lot), metals or bulk materials of any kind, except building materials temporarily stored during the course of construction of an approved Structure, shall be permitted, and no refuse or trash shall be kept, stored or allowed to accumulate, on any Lot, unless such item is visually screened in a manner approved in writing by the Covenants Committee. No outside storage and operations shall extend above the top of any such screening. If trash or other refuse is to be disposed of by being picked up and carried away on a regular and recurring basis, refuse containers may be placed in the open, on any day that a pick-up is to be made (or after dusk on the day before such date), at such place on the Lot so as to provide access to the persons making the pick-up. At all other times, such containers shall be stored so as to be visually screened from all streets and adjacent and surrounding Lots. The Covenants Committee may formulate and adopt regulations as to the size, shape, color and type container permitted and the manner of storage of same on any Lot.

7.06. Signs and Street Furniture. The locations, color, nature, size, design and construction of all exterior signs, lights, posts and street furniture shall be previously approved in writing by the Covenants Committee, and must be in keeping with the character of the Property and in accord with any guidelines established by the Covenants Committee.

7.07. Commercial Vehicles. No commercial truck, commercial bus or other commercial vehicle of any kind shall be permitted to be kept or parked overnight upon any portion of the Property without the prior written approval of the Covenants Committee.

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7.08. Vehicles. No boat, trailer, tent, Structure of a temporary character (including but not limited to movable manufactured homes and house trailers), motor home, or recreational vehicle shall be stored or maintained upon any Lot or remain parked in a location visible from any roadway or surrounding Lot for a period exceeding two (2) days in any period of consecutive seven (7) days without the prior written approval of the Covenants Committee. No inoperable, unlicensed or unregistered vehicle shall be installed, stored, maintained or parked upon any Lot in such manner as to be visible from any surrounding Lot or road.

7.09. Animals. No livestock, poultry or other animals shall be kept on any Lot or for breeding purposes, and in no event shall any stable, barn, coop or other shelter for animals or for the storage of materials be placed or maintained upon any Lot, except as previously approved in writing by the Covenants Committee. Dogs, cats and other household pets may be kept on the Property provided they are not raised or bred for any commercial purposes.

7.10. Air and Water Pollution. No use of any Lot will be permitted which emits pollutants into the atmosphere, or discharges liquid or solid wastes or other harmful matter into any waterway in excess of environmental standards to be established by the Covenants Committee, and approved by the Board of Directors. The said environmental standards shall at a minimum meet the requirements of federal and state law and regulations applicable to the Property. No waste or any substance or materials of any kind shall be discharged into any private or public sewer serving the Property in violation of any regulations of St. Mary's County sanitary authorities or any private or other public body having jurisdiction. No Person shall dump garbage, trash or other refuse into any waterway on the Property.

7.11. Landscaping. Within the Property, all land area not occupied by Structures, hard-surfacing, vehicular driveways or pedestrian paths shall be kept planted with grass, trees or shrubs or other ground covering or landscaping according to standards set by the Covenants Committee. The standards will take into consideration the need for providing effective site development to:

(a) Enhance the site and buildings, and

(b) Screen undesirable areas or views, and

(c) Establish acceptable relationships among buildings, parking and adjacent properties, and

(d) Control drainage and erosion.

As required by the Covenants Committee, existing trees shall be retained to the extent feasible, buffer areas established and the natural contour of the land respected. No tree having a diameter of more than four (4) inches, measured two (2) feet above the ground level, and lying outside the approved building area determined by the Covenants Committee shall be removed without the prior written approval of the Covenants Committee. No chemical fertilizers, pesticides or herbicides other than those approved by the United States Environmental Protection Agency (or its successor) shall be used on any of the Property. The Covenants Committee may require special treatment of slopes, construction of walls and wells and use of stone fills and drains to preserve trees that cannot otherwise be saved.

7.12. Maintenance of Premises and Improvements. Each Owner and Resident shall at all times keep his premises, buildings, improvements and appurtenances in a safe, clean, neat and sanitary condition. Appropriate maintenance shall include, but not be limited to, the seeding, watering and mowing of all lawns, the pruning and cutting of all trees and shrubbery and the painting (or other appropriate external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management. Each Owner and Resident shall comply with all laws, ordinances and regulations pertaining to health, safety and pollution, and shall provide for storage and removal of trash and rubbish from his premises in a manner acceptable to the Covenants Committee.

7.13. Enforcement of Maintenance

(a) The Covenants Committee and its agents and employees, during normal business hours, shall have the right to do any and all maintenance work necessary or appropriate in the opinion of the Covenants Committee to keep any Lot, whether unimproved, improved or vacant, in neat, safe and good order. Before doing any such work, the Covenants Committee shall give the Owner of the affected Lot at least ten (10) days' written notice describing the work to be done, and shall proceed with the work only if the Owner has not taken substantial steps to complete such work within such ten (10) day period (or, in the event the work cannot be completed within such ten (10) day period, only if the Owner has not commenced such substantial steps within such period). The cost and expense of the work done by the Covenants Committee shall be paid by the Owner to the Covenants Committee upon written demand and, if not paid within thirty (30) days of such demand, will become a lien upon the Lot which shall be enforceable in the same manner as, and have the same priority relative to other liens as, the lien of Assessments.

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(b) The Covenants Committee and its agents and employees shall have the right, upon the same notice and conditions as specified in Subsection (a) above, to trim or prune, at the expense of the Owner as under Subsection (a) above, any hedge, tree or other planting that, by reason of its location on the Lot or its height or the manner in which it is permitted to grow, is in the written opinion of the Covenants Committee detrimental to the adjoining Lots or unattractive in appearance.

7.14. Maintenance During Construction. During construction, reconstruction, repair or restoration of a Structure upon a Lot, it shall be the responsibility of each Owner to ensure that work sites are kept free of unsightly accumulations of rubbish and scrap materials, and that construction materials, trailers, shacks and the like are kept in a neat and orderly manner. No burning of any trash and no accumulation or storage of litter or trash of any kind shall be permitted on any Lot or other parcel of land on the Property.

7.15. Stormwater Facility. As to any stormwater management facility located on the Property which is not maintained by St. Mary's County or, in the opinion of the Board of Directors, is not adequately maintained by St. Mary's County, the Association shall undertake grass mowing and the removal of debris and other material where such debris or material has impeded or threatens to impede the free flow of stormwater through said drainage facility.

7.16. Miscellaneous. Without the prior written approval of the Covenants Committee:

(a) No water pipe, gas pipe, sewer pipe, drainage pipe or industrial process pipe, except hoses and movable piping used for irrigation purposes, may be installed or maintained on any Lot above the surface of the ground; and

(b) No previously approved Structure may be used for any purpose other than that for which it was originally designed; and

(c) No Lot may be split, divided or subdivided for sale, resale, gift, transfer or otherwise, unless by deed of correction in accordance with St. Mary's County requirements; and

(d) No facility, including but not limited to poles, wires and conduits, for transmission of electricity, telephone messages, television and the like may be placed and maintained above the surface of the ground on any Lot, and no external or outside antennas of any kind may be maintained; and

(e) No Lot may be used for any mining, boring, quarrying, drilling, or removal or any other exploitation of subsurface natural resources, any of which would tend to conflict

with the surface development. If the Covenants Committee permits such activity, it must be conducted in accordance with federal, state and local laws and regulations.

7.17. Land Development Activity

(a) Except as set forth in Subsections (b) and (c) below, the restrictions imposed by this Article VII shall not be applicable to Land Development Activity.

(b) Without limiting the generality of the foregoing exclusion, the Developer, any Participating Builder and any Persons designated in a writing signed by the Developer and transmitted to the Secretary of the Association shall have all of the following rights in connection with Land Development Activity and construction and sale of dwelling units:

(i) The right to construct, install, operate and/or maintain on the Property one or more construction or management control offices in homes, field office trailers or other temporary facilities; and

(ii) The right to construct, install, operate and/or maintain one or more model dwelling units and sales offices on the Property, which models and offices may be owned or leased by the Developer or the designated Person.

(c) The Developer reserves the right during the Development Period, for itself, the Participating Builders and the Association, to grant any rights-of-way and/or easements over, under, on or through all or any part of the Community Facilities, and the consent of the Association, the Board of Directors and the Members to the grant of easements and/or rights-of-way by the Developer pursuant to this Subsection shall be deemed granted, ratified and confirmed.

(d) In addition, the Developer shall have the right to grant easements, rights-of-way, licenses and agreements which encumber the Community Facilities and/or the Lots, except that as to the Lots, any such easement, right-of-way, license or agreement shall burden only the "Easement Area" as defined in Section 9.01(b) below.

7.18 Lease of Parcel. No Owner may lease his Lot or any Structure thereon, or any part of either, unless the lease is in writing and of a duration of no less than thirty (30) consecutive days, and expressly provides that (a) its terms shall be subject in all respects to the provisions of this Declaration and the Articles of Incorporation, Bylaws and regulations of the Association and (b) any failure by the lessee to comply with the terms of those documents shall be a default under the lease.

7.19. Effect on First Mortgages and Deeds of Trust. No violation of this Article shall affect the validity of any first mortgage or deed of trust.

7.20. Amendment. Any amendment of this Article requires the approval of certain First Mortgagees under Section 10.02.

Article VIII - Covenant for Staged Development

8.01. Developer's Right to Expand. The Developer hereby expressly reserves the right, until the January 1, 2010 anniversary of the recordation of this Declaration, to annex additional lands to the Property one or more times without the consent of any Class A Member or Class B Member or any Person claiming any right or privilege under, by or through any Class A Member or Class B Member, by notifying the Association of the annexation and recording appropriate documents among the land records of St. Mary's County. The right to expand is subject to the following:

(a) Any land to be added to the Property (the "Additional Land") must be included within the property described in Exhibit B, attached hereto and made a part hereof; and

(b) At such time as all of the Additional Land is annexed, if at all, the maximum number of Lots on the Property will not exceed seven hundred fifty (750); and

(c) Assessments on any Additional Land and votes, easement rights and other rights appurtenant to annexed Lots, in accordance with this Declaration, shall commence with respect to each Lot in an annexed parcel of Additional Land on the first day of the month following the first conveyance of a Lot which is within such annexed parcel to an Owner other than the Developer or a Participating Builder; and

(d) All taxes and other governmental assessments relating to the Additional Land so annexed covering any period prior to the annexation of such property shall be paid or otherwise satisfactorily provided for by the Developer; and

(e) All Lots to be created on any portion of the Additional Land which is annexed to the Property shall be comparable in style, quality, size and cost to Lots on the Property subject to this Declaration or otherwise included in the development plan submitted to the Veterans Administration, but no assurances are made as to specific cost, size, design or mix of Lots on any portion of the Additional Land; and

(f) Developer makes no assurances as to the location of improvements that may be constructed on any portion of the Additional Land. Such improvements as may from time to

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time exist on any portion of the Additional Land will become part of the Property if and only if the Developer's right to expand is timely exercised to include in the Property those portions of the Additional Land on which such improvements exist; and

(g) Developer makes no assurances as to what, if any, improvements will be constructed on the Additional Land; and

(h) In the event all or any portion of the Additional Land shall not be added to the Property, such parcel or parcels of land may be owned, improved, developed and operated in any manner and for whatever purpose, including but not limited to non-residential purposes, without restriction, limitation or encumbrance created by this Declaration; and

(i) The scheme of the within Declaration shall not be made applicable to any such Additional Land unless and until the same is annexed to the Property as herein provided; and

(j) Any annexations made pursuant to this Article, or otherwise, shall be made by recording a Supplementary Declaration of Covenants and Restrictions (a "Supplementary Declaration") among the land records of St. Mary's County, Maryland, which Supplementary Declaration shall extend the scheme of the within Declaration to such Additional Land. Such Supplementary Declaration may contain such complementary additions and modifications to the within Declaration as necessary to reflect the different character or use, if any, of such Additional Land, provided, however, that in no event shall any addition or modification be substantially inconsistent with the provisions of the within Declaration except as provided for in Subsection (k) below; and

(k) In the event that any Supplementary Declaration made pursuant hereto provides that a greater or lesser level of service shall be provided by the Association with respect to the property which is the subject matter of such Supplementary Declaration, then such Supplementary Declaration may provide for a different basis for the establishment of Annual Assessments with respect to such Additional Land, and the Association is hereby authorized to make equitable adjustments in the procedures set forth in Article IV for the establishment of Annual Assessments to reflect the different level of services; and

(l) So long as any Lot is encumbered by a deed of trust or mortgage which is either insured by the Federal Housing Administration or guaranteed by the Veterans Administration, no annexation shall be made pursuant to this Article, or otherwise, unless the Federal Housing Administration and/or the Veterans Administration, as applicable, shall have determined that the annexation conforms to a general plan of development of the Property previously approved by the aforementioned agencies.

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8.02 Expansion by Association. The Association may annex to the Property and subject to this Declaration any other property, whether or not such annexed property is part of the Additional Land, upon such terms and conditions as are acceptable to the Association and upon the approval of (i) the Board of Directors; (ii) more than two-thirds (2/3) of the votes cast by the Class A Members who are voting in person or by proxy at a meeting of the Members duly called for such purpose at which a quorum is present; (iii) during the Development Period, the Developer; and (iv) a majority of the Class B Members voting in person or by proxy at that meeting. Article X may require the consent of the Veterans Administration and/or the Federal Housing Administration and/or First Mortgagees for such annexation.

Article IX - Easements

9.01. Utility Easements.

(a) There is hereby reserved unto the Developer during the Development Period the right, power, and authority to grant and/or create or declare easements, rights-of-way, and licenses over, upon, across, through and under or otherwise enter into agreements (collectively "Easements") encumbering the "Easement Area" of each Lot and over any Community Facilities for ingress, egress, installation, replacement, repair, maintenance and similar purposes of roadways and utility and service lines and systems including, but not limited to, water, sewer, gas, telephone, electricity, television, cable or communication lines and systems and for other purposes related to or included in Land Development Activity. By virtue of this Article IX, the Developer and/or any Person authorized by the Developer, including but not limited to the providing utility or service company may install and maintain facilities and equipment on the Property, excavate for such purposes and affix and maintain wires, circuits and conduits on, in and under the roofs and exterior walls of dwelling units, provided the Developer or Person so installing and/or maintaining such equipment and facilities restores disturbed areas substantially to the condition in which they were found. The authority reserved in this Article may be exercised without the consent of the Association, any Member, any Owner, any Resident, or any other Person.

(b) "Easement Area" means (i) those areas on each Lot with respect to which Easements are shown on any recorded plat depicting such Lot; or (ii) if no Easements are shown on the recorded plat for such Lot, a strip of land within the Lot lines of each Lot, ten (10) feet wide in front and ten (10) feet wide at the rear and on each side, each distance being measured from the Lot line toward the center of the Lot.

9.02. Developer's Easement to Correct Drainage. For a period of two (2) years after the date of the first conveyance of each Lot to an Owner other than the Developer or a Participating Builder, the Developer shall have an easement and right on, over and under the ground within that Lot to maintain and to correct drainage of surface water in order to maintain reasonable standards of health, safety and appearance. This right includes the right to cut any trees, bushes or shrubbery, to make any gradings of the soil or to take any other similar action necessary or appropriate. After entering upon a Lot for the purpose of this Section and completing its actions hereunder, the Developer shall restore the affected Lot to its original condition as nearly as practicable. The Developer shall give all affected Members reasonable notice of its intent to take such action unless in the opinion of the Developer an emergency exists which precludes such notice.

9.03. Easement for Governmental Personnel. A right of entry on any Lot or Community Facility is hereby granted to law enforcement officers and fire and rescue personnel as needed to carry out their duties, including enforcement of cleared emergency vehicle access routes. A right of entry on any of the Community Facilities is hereby granted to animal wardens for the enforcement of St. Mary's County's animal control ordinance, if any, and any similar health regulations.

9.04. Easement for Structures. In the event any portion of a Structure inadvertantly encroaches upon any Community Facility or upon any Easement Area or upon any Lot other than the Lot for which such Structure was intended to be erected, constructed or implanted, pursuant to plans and specifications developed by or on behalf of the Developer or a Participating Builder and filed with appropriate St. Mary's County authorities, as a result of the construction, reconstruction, repair, restoration, shifting, settlement, or movement of such Structure, a valid easement for the encroachment and for its maintenance shall exist and be maintained so long as the encroachment exists.

Article X - Notice to and Rights and Consent of Certain Mortgagees and Government Agencies

10.01. Notice to First Mortgagees

(a) The Association shall provide written notice of any or all of the following events to any First Mortgagee, Insurer or Guarantor, which has, in writing, informed the Secretary of the Association of its status as a First Mortgagee, Insurer or Guarantor, as applicable, and requested such treatment:

(i) Termination of the Development Period; and

(ii) Addition of, or amendment to, any material provisions of the By-Laws, Articles of Incorporation or this Declaration as specified in Section 10.02(d)(ii) below; and

(iii) Any decision by the Association to terminate professional management and assume self-management of the Community Facilities; and

(iv) Any condemnation loss or casualty loss which affects a material portion of the Community Facilities or of any Lot on which there is a first mortgage or first deed of trust, held, insured or guaranteed by a First Mortgagee, Insurer or Guarantor, as applicable; and

(v) Any default by a Member for which the Association has given such Member a default notice or any Delinquency in the payment of Assessments or charges owed by a Member whose Lot is subject to a first mortgage held, insured or guaranteed by the affected First Mortgagee, Insurer or Guarantor, as applicable, which default or Delinquency remains uncured for a period of sixty (60) days; and

(vi) Any lapse, material modification, cancellation or expiration, without renewal, of any fidelity bond or of any insurance coverage for Community Facilities required by Article V; and

(vii) Any proposed action which would require the consent of a specified percentage of First Mortgagees pursuant to Section 10.02 below.

(b) All notices and documents required to be provided to Class A Members or Owners under this Declaration or under the Articles of Incorporation or Bylaws of the Association shall, upon prior written request by a First Mortgagee, Insurer or Guarantor to the Secretary of the Association, be provided to such First Mortgagee at the same time as provided to Class A Members or Owners.

10.02. Consent of First Mortgagees. Notwithstanding compliance with the other provisions of this Declaration, any First Mortgagee who has provided the Association with notification within Section 10.01(a) above (hereinafter referred to as an "Eligible Mortgagee") shall be afforded the following rights:

(a) Any restoration or repair of the Community Facilities, after a partial condemnation or damage due to an insurable hazard, shall be performed substantially in accordance

with this Declaration and the original plans and specifications filed by Developer, unless other action is approved in writing by either at least two thirds of Eligible Mortgagees (based on one vote for each first mortgage owned by such Eligible Mortgagee) or at least two thirds of the Owners; and

(b) Any election to terminate the Association and this Declaration after total or substantial destruction or a total or substantial taking in Condemnation of the Community Facilities shall require the approval of either at least two thirds of Eligible Mortgagees (based on one vote for each first mortgage owned by such Eligible Mortgagee) or at least two thirds of the Owners; and

(c) When professional management has been previously required by any First Mortgagee or Insurer or Guarantor, any decision to establish self management by the Association shall require the approval in writing of either at least two thirds of Eligible Mortgagees (based on one vote for each first mortgage owned by such Eligible Mortgagee) or at least two thirds of the Owners; and

(d) The following provisions apply only to amendments to this Declaration, the Articles of Incorporation or the By-Laws, or to a termination of the Association and this Declaration which is not as a result of destruction, damage or Condemnation pursuant to Subsections (a) or (b) above, or as a result of self-management pursuant to Subsection (c) above; and they also apply to a reallocation of interests in the Community Facilities which might occur pursuant to any plan of annexation referred to in Article VIII hereof:

(i) Any termination of the Association and this Declaration, abandonment, partition, subdivision, encumbrance, sale or transfer of all or part of the Community Facilities by the Association owned directly or indirectly by the Association and must be approved in writing by either at least two thirds of Eligible Mortgagees (based on one vote for each first mortgage owned by such Eligible Mortgagee) or at least two thirds of the Owners; provided that a grant of easement, right-of-way or license by the Association permitted under this Declaration shall not be included within the foregoing limitation;

(ii) Except with respect to Land Development Activity and annexation of land by the Developer as contemplated in Article VIII, the consent in writing of either at least two thirds of Eligible Mortgagees (based on one vote for each first mortgage owned by such Eligible Mortgagee) or at least two thirds of the Owners shall be required to add to or amend any material provision of this Declaration, the Articles of Incorporation or the By-Laws which establishes, provides for, governs or regulates any of the following:

(A) Voting; and

(B) Assessments, assessment liens or subordination of such liens; and

(C) Reserves for maintenance, repair and replacement of the Community Facilities; and

(D) Insurance or fidelity bonds; and

(E) Rights to use the Community Facilities; and

(F) Responsibility for maintenance and repair of the several portions of the Community Facilities; and

(G) Expansion or contraction of the Property or the addition, annexation or withdrawal of property to or from the Property; and

(H) Boundaries of any Lot; and

(I) The interests of the Owners or the Association in the Community Facilities; and

(J) Convertibility of Lots into Community Facilities or of Community Facilities into Lots; and

(K) Leasing of Lots; and

(L) Imposition of any right of first refusal or similar restriction on the right of a Member to sell, transfer or otherwise convey his Lot; and

(M) Any provisions which are for the express benefit of mortgagees, First Mortgagees, Insurers or Guarantors; and

(N) Any provision of Article VI or Article VII hereof; and

(e) Any First Mortgagee who receives a written request for approval pursuant to this Section shall be deemed to have approved such request if it does not deliver to the Association a negative response within thirty (30) days after the date of such request.

10.03. Other Rights of First Mortgagees.

(a) Any First Mortgagee may designate a representative (who shall have no voting privileges) to attend any meeting of the Members.

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(b) Any First Mortgagee, Insurer or Guarantor who has provided the Association with notification within Section 10.01(a) above shall, upon request, have the right to inspect the books and records of the Association during normal business hours, and shall be provided by the Association with a copy of the annual audited financial statement of the Association for each fiscal year of the Association within ninety (90) days after the end of that fiscal year.

10.04. Consent of Federal Agencies. Notwithstanding compliance with the other provisions of this Declaration, as long as the Developer is a Class B Member, the following actions will require the prior approval of the Federal Housing Administration and/or the Veterans Administration, as applicable:

(a) Annexation of additional properties; and

(b) Dedication of Community Facilities; and

(c) Amendment of and supplements to this Declaration.

If the disapproval of one of these agencies has not been communicated to the Developer within sixty (60) days after the Developer has sent such agency written notice of the intended action, then such agency shall be deemed to have approved the intended action.

Article XI - Cluster Committees

11.01. Cluster Committees.

(a) For any particular Cluster, the Cluster Committee shall be established by the Board of Directors pursuant to the Bylaws of the Association.

(b) For any particular Cluster, the Cluster Committee shall have only those duties and responsibilities, and only that authority, assigned to it by the Bylaws or delegated to it by the Board of Directors, or the rules and regulations of the Board of Directors. Any duties, responsibilities and authority so assigned and delegated to a Cluster Committee shall not be exclusive, but rather shall remain subject to the rights, duties, responsibility and authority of the Association and the Board of Directors.

Article XII - Party Walls

12.01. Definition; General Rules of Law. Each wall built during original construction as a division wall common to Structures built on adjoining Lots shall be a "Party Wall" and, to the extent not inconsistent with the provisions of this Declaration, the general rules of law regarding party walls and

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liability with respect thereto shall apply to such Party Walls. Each of the Owners of adjoining Lots shall own in severalty so much of any Party Wall as stands upon his Lot, subject to the easements, covenants, conditions and restrictions provided for in this Declaration. A Party Wall shall not include the decorated surface within a home or any finishing materials or items applied to that surface (including but not limited to paint, lacquer, varnish, wallpaper, tile, carpeting or paneling).

12.02. Easements, Covenants, Conditions and Restrictions. The following easements, covenants, conditions and restrictions shall govern the use, maintenance, repair, restoration, reconstruction and improvement of Party Walls:

(a) Easement of Use. The Owner of a Structure shall have the right and easement to use so much of any Party Wall as is owned by an adjoining Owner for any purpose not inconsistent with joint use of the wall or prohibited in this Declaration. This right of use shall include the right to enter the Lot and Structure of an adjoining Owner at reasonable times and as reasonably necessary to maintain, repair, restore, reconstruct or improve the Party Wall or any Structure.

(b) Maintenance of Structural Integrity. The expense of repair and maintenance for the purpose of maintaining the structural integrity of a Party Wall shall be borne equally by Owners of Structures divided by it. However, if an Owner or anyone for whose act an Owner would be legally liable causes a Party Wall to be exposed to the elements by any act, whether negligent, willful or intentional, that Owner shall bear the entire cost of weather-proofing the Party Wall to protect it from the elements.

(c) Damage or Destruction. In the event of damage or destruction of a Party Wall, then repair, restoration or reconstruction shall be undertaken as soon as possible. The expense of repair, restoration or reconstruction of a Party Wall shall be borne equally by Owners of the Structures divided by it regardless of each Owner's interest in the Party Wall. Nothing in this Article shall be construed to release any Owner from liability for damages caused by him or his negligence or willful acts or omissions.

(d) Prohibited Uses. Without the consent of the Covenants Committee and adjoining Owners, no Person subject to this Declaration may make openings in a Party Wall, decrease or increase the thickness of a Party Wall, add to or extend a Party Wall or place or construct chimney flues or fireplaces against a Party Wall.

(e) Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the Lot and shall pass to such Owner's successors in title.

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(f) Arbitration. In the event of any dispute concerning a Party Wall, or arising under the provisions of this Article, such dispute shall be brought to the Board of Directors for resolution. The decision of the Board of Directors shall be final and binding on all parties concerned.

Article XIII - Miscellaneous

13.01. Duration. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of twenty (20) years unless amended or terminated as provided in this Article.

13.02 Amendment or Termination

(a) Notwithstanding anything herein to the contrary, but subject to Subsection (b) below, the provisions of this Declaration may be amended in whole or in part or terminated by a recorded instrument executed by Owners of at least ninety percent (90%) of all Lots during the initial twenty (20) years following the date on which this Declaration is recorded. After expiration of that initial 20-year period, this Declaration may be amended in whole or in part or terminated by a recorded instrument executed by Owners of at least seventy-five percent (75%) of all Lots. Any amendment or termination during the Development Period shall become effective only with the written consent of the Developer. The right of Owners to amend this Declaration is subject to the rights of certain First Mortgagees and other persons, as set forth in Subsection (c) below.

(b) Notwithstanding Subsection (a) above, the Developer reserves the right to amend this Declaration during the Development Period without the consent of any First Mortgagors, Insurers, Guarantors, Owners, Residents or other Persons claiming an interest in the Property or the Association if the amendment is necessary to bring this Declaration into compliance with any regulation or requirement of the Federal Housing Administration, the Veterans Administration, St. Mary's County or the State of Maryland.

(c) Certain amendments of this Declaration require the approval of (i) Eligible Mortgagees under Section 10.02 and/or (ii) the Federal Housing Administration and/or the Veterans Administration under Section 10.04.

(d) If the Veterans Administration or the Federal Housing Administration does not permit the Association to do otherwise, then upon any termination of the Association and

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this Declaration, the Community Facilities and any other assets of the Association remaining after dissolution shall pass to one or more successor or substitute homeowners' associations or similar bodies with jurisdiction over any part of the Property or, if there is no such successor or substitute, to St. Mary's County or the State of Maryland, as appropriate.

13.03. Enforcement. The Association or any Owner shall have the right to enforce, by proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges imposed now or in the future by the provisions of this Declaration or the Articles of Incorporation or Bylaws of the Association. Failure by the Association or by any Owner to enforce any covenant or restriction shall not be deemed a waiver of the right to do so in the future. The provisions of this Section shall be in addition to and not in limitation of any rights or remedies provided in other Sections of this Declaration.

13.04. Severability. Invalidation of any one of the provisions of this Declaration by judgment or court order shall not affect any other provisions of this Declaration and all other provisions shall remain in full force and effect.

13.05. Construction. The Board of Directors shall have the right to construe the provisions of this Declaration, and, in the absence of an adjudication by a court of competent jurisdiction to the contrary, the construction by the Board of Directors shall be final and binding as to all persons and entities benefitted or bound by this Declaration.

13.06. Headings and Cross References. The headings of the Articles and Sections of this Declaration are for convenience only and shall not affect the meaning or construction of the contents of this Declaration. Unless a contrary intent clearly appears, any references in this Declaration to an "Article" or "Section" or "Subsection" shall be construed, respectively, as referring to an article of this Declaration, a section of this Declaration or a subsection of the section of this Declaration in which the reference to a "Subsection" appears.

13.07. Gender and Number. Throughout this Declaration the masculine gender shall be deemed to include the feminine and neuter, and the singular shall be deemed to include the plural, and vice versa.

13.08. No Waiver. The waiver by the Association of any breach or violation of any provision of this Declaration shall not be deemed to be a waiver of any other current or future breach or violation of that or any other provision of this Declaration.

IN WITNESS WHEREOF, the undersigned has duly made and executed this Declaration as of the day and year first above written.

INTERSTATE GENERAL COMPANY L.P.,
a Delaware Limited Partnership

By: INTERSTATE GENERAL MANAGEMENT CORPORATION, a Delaware corporation,
General Partner

ATTEST:

By: Anne Dare Wrean
Print Name: Anne Dare Wrean
Title: Vice President & Secretary

By: Edwin L. Kelly
Print Name: Edwin L. Kelly
Title: Senior Vice President

STATE OF MARYLAND)
) ss:
CITY/COUNTY OF CHARLES)

I hereby certify that on this 19th day of October, 1989, before me, the subscriber, a notary public in and for the jurisdiction aforesaid, personally appeared Edwin L. Kelly, known to me (or satisfactorily proven) to be the Senior Vice President of Interstate General Management Corporation, the general partner of Interstate General Company L.P., and acknowledged that he executed the foregoing instrument on behalf of Interstate General Management Corporation, as general partner of Interstate General Company L.P.

Notary Public

My Commission expires:

7/1/90

210,00:157

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MORTGAGEE'S CONSENT

HERSCHEL M. CONAWAY, and MARYLAND NATIONAL BANK, Trustee and Beneficiary, respectively under that certain deed of trust dated May 31, 1989, recorded June 5, 1989, among the Land Records of St. Mary's County, Maryland, in Deed Book 476, at Page 008, securing that certain deed of trust note, dated May 31, 1989, and held by MARYLAND NATIONAL BANK, in the original principal amount of Four Million One Hundred Seventy Five and no/100 Dollars ($4,175,000.00), do hereby join in the foregoing Declaration of Covenants, Conditions and Restrictions and Reservation of Easements of Westbury Community Association dated October 19, 1989, made by Interstate General Company L.P., for the sole purposes of subjecting and subordinating the lien of the aforesaid deed of trust to the operation and effect of the said Declaration.

WITNESS:

By: Marianne M. Beck
Print Name: Marianne M. Beck

TRUSTEE:

By: Herschel M. Conaway [SEAL] EITHER OF WHOM MAY ACT.
Print Name: HERSCHEL M. CONAWAY

WITNESS:

By: Marianne M. Beck
Print Name: Marianne M. Beck

BENEFICIARY:

MARYLAND NATIONAL BANK

By: Ronald C. Rymck [SEAL]
Print Name: RONALD C. RYMCK
Title: ASST. VICE PRESIDENT

210,00:157

State OF Maryland)
) ss:
CITY/COUNTY OF Montgomery)

I hereby certify that on this 6 day of November, 1989, before me, the subscriber, a notary public in and for the jurisdiction aforesaid, personally appeared Herschel M. Conaway, known to me (or satisfactorily proven) to be the trustee under a certain deed of trust referred to in the foregoing instrument, and acknowledged that he executed the foregoing instrument as such trustee.

Margaret T. Riggs
Notary Public

My Commission Expires:
7/1/90

State OF Maryland)
) ss:
CITY/COUNTY OF Montgomery)

I hereby certify that on this 6 day of November, 1989, before me, the subscriber, a notary public in and for the jurisdiction aforesaid, personally appeared Ronald C. Pymer, known to me (or satisfactorily proven) to be the Asst. VP of MARYLAND NATIONAL BANK, and acknowledged that he executed the foregoing instrument as such on behalf of MARYLAND NATIONAL BANK.

Notary Public

My Commission Expires:

7/1/90

210,00:157

EXHIBIT A
THE PROPERTY

Being part of the land conveyed by Winston Corporation Benificial Trust to Interstate General Company Limited Partnership by a deed recorded among the Land Records of St. Mary's County Maryland, in Liber 382 at Folio 79, said property being further described as follows:

Beginning for the same at a point on the northern right-of-way line of Great Mills Road (80 feet wide), also known as Maryland Route 246, said point being the common corner of the lands of Panayotis Xenofoundos as recorded among the Land Records of St. Mary's County in Liber 36 at Folio 78 and the herein described parcel of land; thence running to describe TOSCA PHASE 1, with the lands of Xenofoundos, the following seven lines:

1. North 42 degrees 53 minutes 53 seconds West 153.03 feet to a point,
2. North 46 degrees 28 minutes 24 seconds West 188.76 feet to a point,
3. North 47 degrees 38 minutes 01 seconds West 90.51 feet to a point,
4. North 40 degrees 26 minutes 33 seconds West 192.72 feet to a point,
5. North 46 degrees 26 minutes 33 seconds West 45.54 feet to a point,
6. North 01 degrees 26 minutes 23 seconds West 112.20 feet to a point,
7. South 42 degrees 32 minutes 35 seconds West 508.46 feet to a point, thence leaving the lands of Xenofoundos, and running with the lands of Bean Associates Limited Partnership as recorded among the abovementioned land records in Liber 203 at Folio 12,
8. North 47 degrees 35 minutes 46 seconds West 187.51 feet to a point on the southern right of way line of Pegg's Road (100 feet wide) as recorded in Liber 440 at Folio 210, thence with said right-of-way line;
9. North 33 degrees 44 minutes 45 seconds East 2086.40 feet to a point, thence
10. 431.12 feet along an arc to the right having a radius of 904.93 feet and a chord bearing and distance of North 47 degrees 23 minutes 39 seconds East 427.06 feet to a point, thence leaving Pegg's Road and running with the land of William Bozes the following three courses;
11. South 11 degrees 47 minutes 23 seconds West 187.71 feet to a point,
12. South 21 degrees 16 minutes 09 seconds West 117.02 feet to a

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point,
13. South 00 degrees 59 minutes 00 seconds East 174.98 feet to a point, thence leaving the lands of William Bozes and running with the land now or formerly Fairmay Inc. as recorded in Liber DBK169 at Folio 243, the following four courses;
14. South 01 degrees 11 minutes 18 seconds West 463.80 feet to a point,
15. South 00 degrees 28 minutes 31 seconds East 315.41 feet to a point,
16. South 40 degrees 42 minutes 57 seconds East 126.87 feet to a point,
17. South 54 degrees 46 minutes 18 seconds East 457.98 feet to a point, thence with the lands of Mamie E. Purcell as recorded in Liber 240 at Folio 147;
18. South 55 degrees 08 minutes 48 seconds East 318.98 feet to a point on the northern right-of-way line of Great Mills Road, thence with said right-of-way line,
19. South 60 degrees 44 minutes 45 seconds West 387.23 feet to a point, thence leaving said right-of-way line and running with the land of Louis A Gatti as recorded in Liber MRB253 at Folio 269 the following seven courses;
20. North 29 degrees 30 minutes 43 seconds West 171.14 feet to a point,
21. South 60 degrees 29 minutes 17 seconds West 122.39 feet to a point,
22. North 29 degrees 30 minutes 43 seconds West 3.00 feet to a point,
23. South 60 degrees 29 minutes 17 seconds West 73.00 feet to a point,
24. South 29 degrees 30 minutes 43 seconds East 3.00 feet to a point,
25. South 60 degrees 29 minutes 17 seconds West 75.00 feet to a point,
26. South 29 degrees 30 minutes 43 seconds East 166.41 feet to a point on the abovementioned northern right-of-way line of Great Mills Road, thence with said right-of-way line;
27. 315.90 feet along an arc to the right having a radius of 5689.58 feet and a chord bearing and distance of South 64 degrees 22 minutes 19 seconds West 315.86 feet to a point, thence
28. South 65 degrees 11 minutes 54 seconds West 320.61 feet to the point of beginning.

Containing 43.2726 acres of land more or less.

June 5, 1989

EXHIBIT 'B'
ADDITIONAL LAND

ALL that piece or parcel of ground lying along the northwesterly side of Pegg's Road, 8th Election District, St. Mary's County, Maryland and being more particularly described in three parts as follows:

BEGINNING FOR THE SAME FOR PART ONE at a point along the northwesterly side of Pegg Road, thence, leaving the northwesterly side of Pegg's Road and with and binding along the property lines of Bean Associates Limited Partnership recorded in deed Liber 203, Folio 12 one of the land records of St. Mary's County, Maryland

1) North 25 degrees 19 minutes 54 seconds West, 731.31 feet to a point, thence,
2) North 38 degrees 07 minutes 58 seconds West, 234.12 feet to a point, thence,
3) North 67 degrees 07 seconds 23 minutes West, 431.79 feet to a point, thence, leaving the lands of Bean Associates Limited Partnership and with the lands of Norbert J. Cecil recorded in deed Liber 247, Folio 126 and the lands of Helen G. Strickland recorded in CBG Liber 73, Folio 410 and MRB Liber 244, Folio 272 one of the aforesaid land records
4) North 74 degrees 51 minutes 32 seconds West, 43.08 feet to a point, thence,
5) North 21 degrees 28 minutes 50 seconds West, 181.69 feet to a point, thence,
6) North 34 degrees 43 seconds 45 minutes East, 122.81 feet to a point, thence,
7) North 03 degrees 40 minutes 51 seconds West, 147.69 feet to a point, thence,
8) North 18 degrees 09 minutes 33 seconds West, 155.53 feet to a point, thence,
9) North 34 degrees 58 minutes 20 seconds East, 266.73 feet to a point, thence,
10) North 01 degrees 59 minutes 54 seconds West, 97.32 feet to a point, thence,
11) North 62 degrees 07 minutes 03 seconds East, 178.61 feet to a point, thence,
12) North 37 degrees 32 minutes 15 seconds East, 483.35 feet to a point, thence,
13) North 26 degrees 56 minutes 02 seconds East, 550.25 feet to a point, thence,
14) North 38 degrees 42 minutes 33 seconds East, 1317.37 feet to a point, thence,
15) North 73 degrees 39 minutes 24 seconds East, 187.97 feet to a point, thence,
16) South 09 degrees 19 minutes 25 seconds East, 854.70 feet to a point,

thence,
17) South 70 degrees 52 minutes 21 seconds East, 214.63 feet to a point, thence,
18) South 82 degrees 14 minutes 21 seconds East, 174.86 feet to a point, thence,
19) South 75 degrees 03 minutes 06 seconds East, 91.11 feet to a point, thence,
20) South 57 degrees 55 minutes 21 seconds East, 167.91 feet to a point, thence,
21) South 82 degrees 26 minutes 26 seconds East, 148.25 feet to a point thence,
22) South 43 degrees 34 minutes 14 seconds East, 53.12 feet to a point, thence,
23) North 84 degrees 45 minutes 51 seconds East, 134.90 feet to a point, thence,
24) North 71 degrees 34 minutes 01 seconds East, 120.24 feet to a point, thence,
25) North 07 degrees 21 minutes 57 seconds East, 31.59 feet to a point, thence,
26) North 53 degrees 33 minutes 13 seconds East, 194.31 feet to a point, thence,
27) North 87 degrees 51 minutes 01 seconds East, 165.46 feet to a point, thence,
28) South 65 degrees 24 minutes 36 seconds East, 118.40 feet to a point, thence,
29) North 76 degrees 11 minutes 07 seconds East, 118.78 feet to a point. thence,
30) North 70 degrees 10 minutes 00 seconds East, 117.51 feet to a point, thence,
31) North 25 degrees 24 minutes 17 seconds East, 123.04 feet to a point, thence, leaving the lands of Norbert J. Cecil and Helen G. Strickland,and with the lands of S.M.P.I., Inc. recorded in deed Liber 151, Folio 269 one of the aforesaid land records
32) South 42 degrees 00 minutes 58 seconds East, 124.98 feet to a point, thence, leaving the lands of S.M.P.I., Inc. and with the lands of Fairway, Inc. recorded in Liber 169, Folio 243 one of the aforesaid land records
33) South 61 degrees 00 minutes 12 seconds West, 1185.23 feet to a point, thence,
34) South 28 degrees 02 minutes 24 seconds West, 329.05 feet to a point, thence,
35) South 22 degrees 55 minutes 55 seconds West, 46.23 feet to a point on the northerly side of Pegg's Road, thence, leaving the lands of Fairway, Inc. and with and binding along the northerly side of Pegg's Road for the next three courses and distances,
36) South 65 degrees 54 minutes 55 seconds West, 25.36 feet to a point, thence,
37) 564.23 feet along the arc of a curve to the left to a point, said curve having a radius of 1004.93 feet and being subtended by a chord which bears South 49

degrees 49 minutes 33 seconds West. 556.85 feet, thence,

38) South 33 degrees 44 minutes 45 seconds West, 2026.51 feet to the place of beginning.

THE above described parcel contains 125.2112 acres, more or less.

ALL of the above described parcel being a part of the land conveyed by Winston Corporation Benificial Trust to Interstate General Company Limited Partnership recorded in deed Liber 382, Folio 79 one of the land records of St. Mary's County, Maryland.

SUBJECT to all covenants, easements, restrictions, reservations, etc. as of record.

BEGINNING FOR THE SAME FOR PART TWO at a point located on the northerly side of the proposed Peggs Road, having a right-of-way width of 100 feet. Said point being further described as being the most southeasterly corner of the herein described parcel of land and being a corner common to the property now or formerly S.M.P.I., Inc. thence leaving said point of beinning and running with the northerly right-of-way of the proposed Peggs Road the following three (3) courses and distances:

1. South 49 degrees 51 minutes 04 seconds West, 527.06 feet to a point, thence

2. 444.96 feet along the arc of a curve to the right to a point having a radius of 1587.02 feet and having a chord bearing and distance of South 57 degrees 53 minutes 00 seconds West, 443.50 feet. thence,

3. South 65 degrees 54 minutes 55 seconds West, 565.01 feet to a point, thence, running with the property now or formerly Winston Corp. Beneficial Trust, "TOSCA Subdivision". the following three (3) courses and distances

4. North 22 degrees 55 minutes 55 seconds East, 46.23 feet to a point, thence,

5. North 28 degrees 02 minutes 24 seconds East, 329.05 feet to a point, thence,

6. North 61 degrees 34 minutes 12 seconds East, 1185.23 feet to a point, thence, running with the property now or formerly S.M.P.I., Inc.

7. South 39 degrees 58 minutes 22 seconds East, 132.26 feet to the point of beginning.

THE above described Part Two contains 6.9597 acres of land, more or less.

SUBJECT to all easements and right-of-ways of record.

BEGINNING FOR THE SAME FOR PART THREE at a point located on the northerly side of Maryland State Route 246 (Great Mills Road), having a right-of-way width of 80 feet, said point being further described as being a corner common to the property now or formerly owned by Mamie E. Purcell, thence, leaving said point of beginning and running with the northerly right-of-way line of the aforementioned Maryland State Route 246 (Great Mills Road):

1. South 60 degrees 40 minutes 24 seconds West, 179.47 feet to a point , thence, leaving said right-of-way and running with the property now or formerly J.M., Y.M., and E. Roa and the property now or formerly Thomas B. and Elizabeth Clarke, Jr.;
2. North 49 degrees 24 minutes 14 seconds West, 581.28 feet to a point, thence, running with the property now or formerly Thomas B. and Elizabeth Clarke, Jr. and the property now or formerly E.M. Investments;
3. South 42 degrees 57 minutes 10 seconds West, 854.81 feet to a point, thence, running with the property now or formerly Interstate General Company Limited Partnership the following four courses and distances
4. North 54 degrees 46 minutes 18 seconds West, 457.98 feet to a point, thence,
5. North 40 degrees 42 minutes 57 seconds West, 126.87 feet to a point, thence,
6. North 00 degrees 28 minutes 31 seconds West, 315.41 feet to a point, thence,
7. North 01 degrees 11 minutes 18 seconds East, 463.80 feet to a point, thence, running with the property now or formerly William Bozes the following three courses and distances
8. South 71 degrees 52 minutes 37 seconds East, 646.78 feet to a point, thence,
9. North 18 degrees 07 minutes 23 seconds East, 500.00 feet to a point, thence,
10. North 71 degrees 52 minutes 43 seconds West, 721.92 feet to a point, thence, with the property now or formerly Interstate General Limited Partnership the following three courses and distances
11. North 22 degrees 55 minutes 56 seconds East, 114.13 feet to a point, thence,
12. North 65 degrees 54 minutes 55 seconds East, 565.01 feet to a point, thence,
13. 444.96 feet along an arc of a curve to the left to a point, said curve having a radius of 1,587.02 feet and a chord bearing and distance of North 57

degrees 53 minutes 00 seconds East, 443.50 feet, thence

14. North 49 degrees 51 minutes 04 seconds East, 527.06 feet to a point, thence, running with the property now or formerly Patuxent Park Limited Partnership
15. South 38 degrees 28 minutes 46 seconds East, 437.83 feet to a point, thence, with "Forest Run" Subdivision Section Two the following seven courses and distances
16. South 51 degrees 31 minutes 18 seconds West, 101.00 feet to a point, thence,
17. South 38 degrees 28 minutes 42 seconds East, 31.79 feet to a point, thence,
18. South 51 degrees 31 minutes 18 seconds West, 60.00 feet to a point, thence,
19. North 38 degrees 28 minutes 42 seconds West, 151.18 feet to a point, thence,
20. South 51 degrees 31 minutes 18 seconds West, 272.12 feet to a point, thence,
21. South 12 degrees 13 minutes 17 seconds East, 407.80 feet to a point, thence,
22. North 82 degrees 44 minutes 39 seconds East, 110.00 feet to a point, thence, running with "Forest Run" Subdivision, Section One
23. South 12 degrees 13 minutes 17 seconds East, 775.90 feet to a point, thence, with the property now or formerly S.M.E.C.O.
24. South 44 degrees 51 minutes 39 seconds West, 187.06 feet to a point, thence, with the property now or formerly Mamie E. Purcell the following three courses and distances
25. South 50 degrees 51 minutes 06 seconds West, 207.40 feet to a point, thence,
26. South 48 degrees 24 minutes 04 seconds East, 42.39 feet to a point, thence,
27. South 43 degrees 25 minutes 42 seconds East, 364.12 feet to the point of beginning.

THE above described parcel contains 52.52 acres of land, more or less, as surveyed by Lorenzi, Dodds, and Gunnill, Inc. and shown on a plat of survey dated September 26, 1988 and numbered 883027.

SUBJECT to all easements and rights of way of record.

EXHIBIT 'C'
COMMUNITY FACILITIES

BEING part of the land conveyed by Winston Corporation Beneficial Trust to Interstate General Company Limited Partnership by a deed recorded among the land records of St. Mary's County, Maryland in Liber 382, Folio 79, said property being further described in three parts as follows:

PART ONE

OPEN SPACE
PARCEL 'D'
TOSCA PHASE I

ALL that piece or parcel of ground known as the Open Space area of "Parcel D - Part of Tosca", Carmen Woods shown on a plat recorded at Plat Book 31, Plat 27 among the land records of St. Mary's County, Maryland. Said Open Space parcel being situated at the intersection of Great Mills Road (Maryland Route 246) and Tosca Boulevard, Election District No. 8, St. Mary's County, Maryland and being more particularly described as follows:

BEGINNING for the same at a point on the northerly side of Great Mills Road, thence, leaving the northerly side of Great Mills Road and with the lands of Panayotis Xenofondos recorded in deed Liber No. 36, Folio No. 0078 among the aforesaid land records

1) North 42 degrees 58 minutes 53 seconds West, 153.03 feet to a point, thence,

2) North 46 degrees 28 minutes 24 seconds West, 188.76 feet to a point, thence,

3) North 47 degrees 38 minutes 01 seconds West, 90.51 feet to a point, thence,

4) North 40 degrees 26 minutes 33 seconds West, 192.72 feet to a point, thence, leaving the lands of Panayotis Xenofondos and with the residue lands of Interstate General Company recorded in deed Liber No. 382, Folio No. 79 one of the aforesaid land records

5) North 38 degrees 22 minutes 50 seconds East, 301.01 feet to a point, thence, leaving the lands of Interstate General Company and crossing through Parcel D

6) South 04 degrees 35 minutes 00 seconds East, 104.00 feet to a point, thence,

7) South 21 degrees 22 seconds 14 minutes East, 70.74 feet to a point, thence,

8) South 40 degrees 40 minutes 00 seconds East, 204.00 feet to a point, thence,

9) South 47 degrees 11 minutes 44 seconds East, 110.77 feet to a point, thence,

10) South 06 degrees 00 minutes 00 seconds East, 77.82 feet to a point, thence,

11) North 84 degrees 00 minutes 00 seconds East, 104.00 feet to a point, thence,

12) North 76 degrees 41 minutes 14 seconds East, 34.73 feet to a point, thence,

13) North 68 degrees 45 minutes 00 seconds East, 104.00 feet to a point, thence,

14) North 62 degrees 21 minutes 37 seconds East, 59.30 feet to a point on the westerly side of Tosca Boulevard, an 80 foot right-of-way, thence, with and binding on same

15) South 27 degrees 38 minutes 23 seconds East, 104.84 feet to a point, thence,

16) 56.93 feet along the arc of a curve to the right to a point, said curve having a delta angle of 93 degrees 12 minutes 07 seconds and radius of 35.00 feet and being subtended by a chord which bears South 18 degrees 57 minutes 40 seconds West, 50.86 feet, thence, leaving Tosca Boulevard and with and binding along Great Mills Road

17) 39.75 feet along the arc of a curve to the right to a point, said curve having a delta angle of 00 degrees 24 minutes 01 seconds and a radius of 5689.58 feet and being subtended by a chord which bears South 65 degrees 45 minutes 45 seconds West, 39.75 feet, thence,

18) South 65 degrees 11 minutes 54 seconds West, 320.61 feet to the place of beginning.

THE above described Oper Space Parcel contains 3.8846 acres, more or less.

SUBJECT to all covenants, easements, restrictions, reservations, etc. as of record.

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Part Two

PARCEL E

TOSCA PHASE 1

Being part of the land conveyed by Winston Corporation Benificial Trust to Interstate General Company Limited Partnership by a deed recorded among the Land Records of St. Mary's County, Maryland in Liber 382 at Folio 79, said property being more particularly described as follows:

Beginning for the same at southern end of the North 38 degrees 28 minutes 50 seconds East 301.01 foot line of Parcel D as shown on a plat entitled "Parcel D - Part of Tosca" as recorded among the Land Records of St. Mary's County, Maryland in Plat Book MRB 031 at Folio 27, thence running to describe Parcel E,

1. North 46 degrees 26 minutes 33 seconds West 46.54 feet to a point,
2. North 01 degrees 26 minutes 33 seconds West 112.20 feet to a point,
3. South 42 degrees 32 minutes 35 seconds West 192.82 feet to a point,
4. North 56 degrees 15 minutes 15 seconds West 263.08 feet to a point on the southeastern right-of-way line of Pegge Road (100 feet wide), thence with said right-of-way
5. North 33 degrees 44 minutes 45 seconds East 874.03 feet to a point, thence with the southern right-of-way line of Tosca Boulevard (80 feet wide),
6. 64.55 feet along an arc to the right having a radius of 35.00 feet and a chord bearing and distance of North 88 degrees 34 34 minutes 55.78 feet to a point, thence
7. South 40 degrees 35 minutes 23 seconds East 4.58 feet to a point thence
8. 270.53 feet along an arc to the right having a radius of 820.00 feet and a chord bearing and distance of South 28 degrees 05 minutes 23 seconds East 269.39 feet to a point, thence
9. South 15 degrees 35 minutes 23 seconds East 125.00 feet to a point, thence
10. 164.41 feet along an arc to the left having a radius of 790.00 feet and a chord bearing and distance of South 21 degrees 33 minutes 06 seconds East 164.11 feet to a point, thence
11. South 62 degrees 29 minutes 11 seconds West 21.03 feet to a point,
12. South 85 degrees 25 minutes 00 seconds West 104.00 feet to a point,

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13. South 41 degrees 11 minutes 05 seconds West 131.89 feet to a point,
14. South 38 degrees 22 minutes 50 seconds West 301.01 feet to the point of beginning.

Containing 32,463 square feet or 7.4027 acres of land more or less.

OPEN SPACE
PARCEL C
TOSCA PHASE 1

Being part of the land conveyed by Winston Corporation Beneficial Trust to Interstate General Company Limited Partnership by a deed recorded among the Land Records of St. Mary's County, Maryland in Liber 382 at Folio 79, said property being more particularly described in two parts as follows:

Beginning for the same for part one at the end of the 17th ... South 61 degrees 40 minutes 43 seconds West 97.08 foot line of Parcel C as heretofore described, thence running
1. 135.59 feet along an arc to the left having a radius of 750.00 feet and a chord bearing and distance of North 35 degrees 24 minutes 39 seconds West 135.40 feet to a point, thence
2. North 40 degrees 35 minutes 23 seconds West 35.27 feet to a point,
3. North 33 degrees 44 minutes 45 seconds East 767.27 feet to a point, thence
4. 291.07 feet along an arc to the right having a radius of 464.43 feet and a chord bearing and distance of North 43 degrees 29 minutes 58 seconds East 289.67 feet to a point, thence
5. South 11 degrees 47 minutes 23 seconds West 64.07 feet to a point,
6. South 21 degrees 16 minutes 09 seconds West 122.71 feet to a point,
7. South 00 degrees 59 minutes 00 seconds East 183.87 feet to a point,
8. South 01 degrees 11 minutes 18 seconds West 463.58 feet to a point,
9. South 00 degrees 28 minutes 31 seconds East 203.42 feet to a point, thence
10. North 75 degrees 43 minutes 09 seconds East 51.49 feet to a point, thence
11. North 00 degrees 28 minutes 31 seconds West 190.41 feet to a point, thence
12. North 01 degrees 11 minutes 18 seconds East 463.80 feet to a point, thence

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13. North 00 degrees 59 minutes 00 seconds West 174.98 feet to a point, thence
14. North 21 degrees 16 minutes 09 seconds East 117.02 feet to a point, thence
15. North 11 degrees 47 minutes 23 seconds East 187.71 feet to a point on the southeastern right-of-way line of Peggs Road (100 feet wide), thence with said right-of-way line,
16. 431.12 feet along an arc to the left having a radius of 904.93 feet and a chord bearing and distance of South 47 degrees 23 minutes 39 seconds West 427.06 feet to a point, thence
17. South 33 degrees 44 minutes 45 seconds West 778.64 feet to a point on the northern right-of-way line of Tosca Boulevard (80 feet wide), thence with said right-of-way,
18. 45.41 feet along an arc to the left having a radius of 35.00 feet and a chord bearing and distance of South 03 degrees 25 minutes 19 seconds East 42.29 feet to a point, thence
19. South 40 degrees 35 minutes 23 seconds East 46.64 feet to a point, thence
20. 101.57 feet along an arc to the right having a radius of 700.00 feet and a chord bearing and distance of South 36 degrees 25 minutes 59 seconds East 101.48 feet to a point, thence
21. 37.54 feet along an arc to the left having a radius of 25.00 feet and a chord bearing and distance of South 75 degrees 17 minutes 56 seconds East 34.11 feet to a point, thence
22. North 61 degrees 40 minutes 43 seconds East 26.31 feet to the point of beginning.

Beginning for the same for part two of the open space at the end of the first or South 75 degrees 43 minutes 09 seconds West 409.92 foot line of Parcel C heretofore described, thence running;
1. South 75 degrees 43 minutes 09 seconds West 50.12 feet to a point on the eastern right-of-way line of Tosca Boulevard (80 feet wide), thence with said right-of-way,
2. 72.23 feet along an arc to the left having a radius of 700.00 feet and a chord bearing and distance of North 21 degrees 24 minutes 39 seconds West 72.20 feet to a point, thence leaving Tosca Boulevard and running with Warwick Drive,
3. 37.54 feet along an arc to the right having a radius of 25.00 feet and a chord bearing and distance of North 18 degrees 39 minutes 21 seconds East 34.11 feet to a point, thence
4. North 61 degrees 40 minutes 43 seconds East 26.31 feet to a point, thence leaving Warwick Drive,
5. 107.80 feet along an arc to the right having a radius of 750.00 feet and a chord bearing and distance of South 22 degrees 17 minutes 37 seconds East 107.71 feet to the point of beginning.

Containing 125,755 square feet or 2.8869 acres of land more or less.

Ret: Wm. Whitson

Ref: Wm. Whitson

OCT 27 1989

MARY R. BELL, CLERK

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DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
COLUMBIA COMMONS ASSOCIATION, INC.

THIS DECLARATION, made and entered into this 20th day of October, 1989, by LIBERTY LAND DEVELOPMENT CORP, a Maryland Corporation, hereinafter referred to as "Declarant";

3:55PM10/25/89 HDMASC $50.00

WITNESSETH:

WHEREAS, LIBERTY LAND DEVELOPMENT CORP. is the owner of certain property in the County of St. Mary's, State of Maryland, which is more particularly described as Columbia Commons, Section One and is shown on a Plat by Lorenzi, Dodds and Gunnill, entitled Columbia Commons, Section One, said plat being recorded in Plat Liber MRB No. 30, Folio 114, among the Plat Records of St. Mary's County, Maryland, and more particularly described as follows:

Beginning for the same at the southern end of the South 06 degrees 19 minutes 40 seconds East 169.55 feet line of Parcel B as shown on a plat entitled "Patuxent Park West, Phase II (Villas)" as recorded among the Land Records of St. Mary's County, Maryland in Plat Book 023 at Plat 10, thence running to describe this piece or parcel of land as now surveyed,

1. North 06 degrees 27 minutes 05 seconds West 156.62 feet to a point,
2. North 64 degrees 04 minutes 20 seconds West 230.00 feet to a point on the eastern right-of-way line of Pacific Drive (70 feet wide), thence with said right-of-way line.
3. 37.72 feet along an arc to the right having a radius of 620.00 feet and a chord bearing and distance of North 27 degrees 40 minutes 15 seconds East 37.71 feet to a point, thence crossing Pacific Drive,
4. North 60 degrees 35 minutes 11 seconds West 70.00 feet to a point on the western right-of-way line of Pacific Drive, thence with said right-of-way line the following two courses,
5. 171.68 feet along an arc to the right having a radius of 690.00 feet and a chord bearing and distance of North 36 degrees 32 minutes 30 seconds East 171.24 feet to a point,
6. 141.08 feet along an arc to the left having a radius of 565.00 feet and a chord bearing and distance of North 36 degrees 30 minutes 57

seconds East 140.72 feet to a point, thence crossing Pacific Drive,

7. South 60 degrees 38 minutes 15 seconds East 70.00 feet to a point, thence running with the northern right-of-way line of Columbia Drive (50.00 feet wide), the following four courses,

8. 37.37 feet along an arc to the left having a radius of 25.00 feet and a cord bearing and distance of South 13 degrees 27 minutes 55 seconds East 33.99 feet to a point,

9. South 56 degrees 17 minutes 34 seconds East 119.90 feet to a point,

10. 189.47 feet along an arc to the left having a radius of 350.00 feet and a chord bearing and distance of South 71 degrees 48 minutes 04 seconds East 187.17 feet to a point,

11. South 87 degrees 18 minutes 34 seconds East 88.00 feet to a point, thence crossing Columbia Drive and running,

12. South 02 degrees 41 minutes 26 seconds West 110.00 feet to a point, thence

13. South 24 degrees 00 minutes 00 seconds West 338.37 feet to a point,

14. South 83 degrees 32 minutes 55 seconds West 280.18 feet to the point of beginning.

Containing 255,822 square feet or 5.8729 acres of land more or less.

WHEREAS, Declarant desires to provide for the preservation and enhancement of the property values, amenities and opportunities in said community and for the maintenance of the properties and improvements thereon, and to this end desires to subject the real property described to easements, restrictions, covenants and consitions.

NOW, THEREFORE, Declarant hereby declares that all of the lots in the subdivision described above shall be held, sold and conveyed subject to the aforesaid "Covenants, Conditions and Restrictions" and to the following assitional easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirabilty of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

SECTION 1. "Association" shall mean and refer to the Columbia Commons Association, Inc., its successors and assigns.

SECTION 2. "Owner" shall mean and refer to the record owner,

whether one or more persons or entities of a single title to any lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

SECTION 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdictioin of the Association.

The metes and bounds description of the property initially subject to these Covenants, Conditions and Restrictions is set forth above.

SECTION 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners.

SECTION 5. "Architectural Control Committee" shall mean a Committee of the Assocation set up in accordance with Article V herein to ensure that buildings and structures built on the property and the maintenance thereof, shall meet adequate standards of desigh and appearance.

SECTION 6. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties with the exception of the Common Area.

SECTION 7. "Declarant shall mean and refer to LIBERTY LAND DEVELOPMENT CORP., a Maryland Corp., their successors and assigns if such successors or assigns should acquire more than on undeveloped lot from the Declarant for the purpose of development.

ARTICLE II

LIBERTY LAND DEVELOPMENT CORP.

SECTION 1. EASTABLISHMENT OF THE ASSOCIATION. After the recording of this document, the Columbia Commons Assoc. Inc., hereinafter the Association shall be established. Except as specified herein, the form, members, duties and responsibilities of the Association and certain other matters relating to it shall be as set forth in the Articles of Incorporation of this Association.

SECTION 2. MEMBERSHIP. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

SECTION 3. VOTING RIGHTS. The Association shall have two (2)

Architectural Control Committee.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS BY THE ASSOCIATION

SECTION 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to convenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, togather with intrest and late charges as determined by Association, costs and reasonable attorney's fees, shall be a continuing lien upon the property against which each such assessments is made upon compliance with applicable law related to the establishment and enforcement of such liens. Each such assessments, together with intrest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them. Notwithstanding any language herein to the contrary, prior to December 31, 1997, the Declarant shall be obligated to pay only on improved units for which a certificate of occupancy has been issued.

SECTION 2. PURPOSE OF ASSESSMENTS. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents of the properties and of the homes situated upon the properties, including but not limited to, costs involved in the enforcements of the Covenant's, Conditions and Restrictions, and for the improvement and maintenance of the Common Area.

SECTION 3. MAXIMUM ANNUAL ASSESSMENT. Until January 1, of the year immediately followinng the conveyance of the first lot to an Owner, the maximum annual assessment per lot shall be Six Hundred Dollars ($600.00).

(A) From and after January 1 of the year immediately following the conveyance of the first lot to any Owner, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the membership.

(B) From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment may be increased by more than five (5%) by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(C) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum provided for herein.

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, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent by 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.

SECTION 5. NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTIONS 3 AND 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 and 4 shall be sent to all members not less than thirty (30) days, nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

SECTION 6. UNIFORM RATE OF ASSESSMENT. Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a monthly basis.

SECTION 7. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS: DUE DATES. The annual assessments provided for herein shall commence to all lots on the first day of the month following the conveyance of the lot to the first purchaser. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment period. Written notice of the annual assessment shall be sent to every owner subject

thereto. The due dates shall be established by the Board of Directors The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an Officer of the Association setting forth whether the assessments on a specified lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

SECTION 8. EFFECT OF NONPAYMENT OF ASSESSMENTS: REMEDIES OF THE ASSOCIATION. Any assessment nir paid within thirty (30) days after the due date shall beat interest from the due date at the rate determined by the Board of Directors but not less than ten percent (10%) per annum. The Association may bring an action at law against the owner personally obligted to pay the same. No owner may waive or otherwise escape liability for the same. No 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. SUBORDINATION OF THE LIEN TO MORTGAGES AND DEEDS OF TRUST. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or deed of trust. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to foreclosure of a mortgage or deed of trust or any proceeding or transfer in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

ARCHITECTURAL CONTROL

SECTION 1. Except by the Declarant, (and specifically including LIBERTY LAND DEVELOPMENT CORP.) no building, fence, wall or other structure (including, but not limited to, antennas) shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans, and specificarions showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmone of external design and location in relation to surrounding structures and topography by an Architectural Control Committee composed of three (3) or more representatives appointed by the Class B membership. At such time as the Class B mem-

bership expires, the Committee shall be appointed by the Board of Directors. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. The Architectural Control Committee shall regulate the external design, apperance, and location of the Properties and of improvements thereon in such a manner so as to preserve and enhance values and to maintain a harmonious relationship among structures and the natural vegetation and topography.

SECTION 2. No improvements, alterations, repairs, change of paint colors, excavation, changes in grade or other work which in any way alters the exterior of any Lot or the improvements located thereon from its natural or improved state existing on the date such Lot was first conveyed in fee by the Declarant to an Owner shall be made or done without the prior approval of the Architectural Control Committee.

ARTICLE VI
USE OF PROPERTY

SECTION 1. PROTECTIVE COVENANTS.

(A) Residential use. All property designated for residential use shall be used, improved and devoted exclusively to residential use. Nothing herein shall be deemed to prevent the Owner from leasing a Living Unit, subject to all of the provisions of the Declaration, or preclude the Declarant from completing the development of the property including, but not limited to maintaining a construction, sales, and business office.

(B) Nuisances. No nuisance shall be permitted to exist or operate upon any property so as to be detrimental to any other property in the vicinity thereof or to its occupants.

(C) Restrictions on Further Subdivisions. No Lot upon which a Living Unit has been constructed shall be further subdivided or seperated into smaller Lots by any Owner, and no portions less than all of any such Lot, Nor any easement or other interest herein, shall be conveyed or transferred by an Owner, provided that this shall not prohibit disputes, and similar corrective instruments.

(D) Other Restrictions. Upon conveyance of the first Lot to an Owner, the Architectural Control Committee shall adopt

general rules to implement the purposes set forth in Article V, and interpret the covenants in this Section, including but not limited to rules to regulate animals, antennas, signs, parking and storage of automobiles and other vehicles, storage and use of boats and recreational vehicles, storage and use of machinery, use of outdoor drying lines, trash containers, planting, maintenance and removal of vegetation on the properties.

(E) Other portions of this article notwithstanding the Declarant may operate one or more model homes and may use other temporary structures for office or storage.

(F) Exceptions. The Architectural Control Committee may issue temporary permits to except any prohibitions expressed or implied by this Section, provided the Committee can show good cause and acts in accordance with adopte guidlines and procedures.

(G) "No activity shall be permitted, (including but not limited to in-home day care) which shall have the effect of increasing the liability risk o the Association."

SECTION 2. MAINTENANCE OF PROPERTY. To the extent that exterior maintenance is not provided for in a Supplementary Declaration, each Owner shall keep all Lots owned by him, an all improvements therein or thereon, in good order and repair and free of debris including, but not limited to the seeding watering and mowing of all lawns, the pruning and cutting of all trees and shrubbery and the painting (or other appropriate external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management. In the event an Owner of any Lot i the properties shall fail to maintain the premises and the improvements situa ted thereon, as provided herein, the Association, after notice to the Owner as provided in the By-Laws and approval by two-thirds (2/3) votw of the Board of Directors, shall have the right to enter upon said Lot to correct drainage and to repair, maintain and restore the Lot and the exterior of the buildings and any other improvements erected thereon. All cost relatee to such correction, repair or restoration shall become a Special Assessment upon such Lot.

SECTION 3. UTILITY EASEMENTS. There is hereby created a blanket easement upon, across, over, through, and under the above described property for ingress, egress, construction,installation, replacement, repair, and maintenance of all streets and parking lots, utility and service lines and systems including, but not limited to streets, parking, pedestrian walkways, water, sewers, gas, telephone, electricity, television, cable or communication lines and systems. By

virtue of this easement it shall be expressly permissible for the Declarant or the providing utility or service company, with the approval of the Declarant, to complete construction of all contemplated improvements to the subject Lots and on adjacent LIBERTY LAND DEVELOPMENT CORP. properties, install and maintain facilities and equipment on said property, to excavate for such purposes and to affix and maintain wires, circuits and conduits on, in and under the roofs and exterior walls of improvements thereon, providing such disturbed areas are restored to the condition in which they were found.

SECTION 4. EASEMENT TO CORRECT DRAINAGE. For a period of ten (10) years from the date of conveyance of the first Lot, the Declarant reserves a blanket easement and right on, over and under the ground within any Lot within the subdivision and the Common Area to maintain reasonable standards of health, safety and appearance. Such right expressly includes the right to cut any trees, bushes, or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary, following which the Declarant shall restore the affected property to its original conditions as near as practicable. The Declarant shall give reasonable notice of the intent to take such action to all affected Owners, unless in the opinion of the Declarant an emergency exists which precludes such notice.

ARTICLE VII
GENERAL PROVISIONS

SECTION 1. ENFORCEMENT. The Association, or any Owner shall have the right to enforce, by any proceeding at Law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Association shall be entitled to recover all costs including a reasonable attorney's fee in the successful enforcement of these Covenants, Conditions, and Restrictions.

SECTION 2. SEVERABILITY. Invalidation of any one of these covenants, conditions and restrictions, or the conditions and restrictions by judgment or Court Order shall in no way affect any other

provisions, each of which shall remain in full force and effect.

SECTION 3. AMENDMENT. The Convenants, Conditions and Restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declatation is recorded, after which time shall be automatically extended for successive periods of ten (10) years. This Declatation may be amended during the first twnety (20) years period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five (75%) of the Lot Owners, Any amendment shall be recorded.

SECTION 4. ANNEXATION. So long as there are Class B members of the Association, additional property may be annexed to the association without the assent of Class A members of the Association, if any. The scheme of the within covenants and restrictions shall not, however, be extended to include any such additional property unless and until the same is annexed to the real property described herein.

SECTION 5. FHA/VA APPROVAL. As long as there is a Class B membership, the following action will require the prior approval of the Federal Housing Administration and/or the Veterans Administration: annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

ATTEST

Stephanie C Potts
SEC.

LIBERTY LAND DEVELOPMENT CORPORATION

EDWARD R. CURLEY JR.

STATE OF MARYLAND
COUNTY OF ST. MARY"S TO WIT:
I HEREBY CERTIFY that on this 20th day of October 1989, before me a Notary Public of the state and County aforesaid, personally appeared Edward R. Curley Jr, President and he acknowledged the foregoing Declaration of Covenants, Conditions and Restrictions of LIBERTY LAND DEVELOPMENT CORP. to be his act as president and the act of the said corporation.

Deborah J. Price
Notary Public Deborah J. Price
Mr Commsiiion Expires: 7/1/90

NOTARY PUBLIC ST. MARY'S CO. MD.

Ret: Liberty Land Devl. Corp.

Del. Liberty Land Dev. Corp (Germuth)

OCT 27 1989 MARY R. BELL, CLERK

LIBER 601 PAGE 340

RED CEDAR OF WILDEWOOD ASSOCIATION, INC.
837 Aspen Lane
California, Maryland 20619

GENERAL INFORMATION

3:25PM12/05/89B MDMASC $50.00

ASSOCIATION NAME:	Red Cedar of Wildewood 837 Aspen Lane California, MD 20619
DEVELOPER:	Paragon Builders, Inc. Smoke Hill California, MD 20519
AREA ENCOMPASSED:	All homes along Aspen and Alder Lanes and their access drives
ASSOCIATION PROPERTY:	0.2211 undeveloped, wooded common acres located at the corner of Wildewood Parkway and Aspen Lane, as recorded in Liber MRB 314 Page 226, St. Mary's Land Records Plat Liber 022-349, and 024-120.
TITLE REPORT:	Dated 8 October 1986, Attached.
ZONING:	Planned Unit Development (PUD), as described in applicable St. Mary's County documents.
ASSOCIATION FEES:	1988 - $150 per annum 1989 - $160 per annum 1990 - $168 per annum (forecasted)
DELINQUENCY FEE:	10% per annum rate in accordance with by-laws
ENFORCEMENT RIGHTS:	Per declarations of Covenants, Conditions, and Restrictions as filed in Liber 297 Page 370, amended by 339-99.
BY LAWS:	Copy attached, Dated 15 July 1986.

TITLE REPORT

TO: Paragon Builders, Inc.

LIBER 001 PAGE 350

The undersigned certifies that according to the pertinent records as indexed by the Cott System in the Office of the Clerk of the Circuit Court for St. Mary's County, Maryland, from October 8, 1926 to the date hereof, title to the following described property:

SEE SCHEDULE "A" ATTACHED HERETO AND MADE A PART HEREOF.

is vested in: The Red Cedar of Wildewood Association, Inc.

SUBJECT TO: Mortgages or Deeds of Trust:

NONE

OTHER ENCUMBRANCES:

SEE SCHEDULE "B" ATTACHED HERETO AND MADE A PART HEREOF.

This Certificate does not guarantee acreage or accuracy of description; or against discrepancies or conflicts in boundary lines or shortage in area or encroachments; or against unrecorded mechanics or material-men's liens or easements or claims by virtue of use or occupancy.

STATE AND COUNTY TAXES:

Assessed Value of Land $_____ Improvements $_____

Annual Taxes $1,186.46 (Land Only) as to 37.6138 acres, #08-08182-4 Paid Through June 30, 1987

Town Taxes $_____ Paid Through _____

Metropolitan Commission levy $_____ Paid Through _____

Dated this 8th day of October, 19 86.

KENNEY, KAMINETZ & LACEY, P.A.

By _____
MARVIN S. KAMINETZ

SCHEDULE "A"

All that lot, tract, piece or parcel of ground, situate, lying and being in the Eighth Election District of St. Mary's County, Maryland, and described as follows:

Beginning at a point on the northeasterly side of Wildewood Parkway, 70 ft. right-of-way, said point being the southwesterly corner of Holly Hill of Wildewood, Neighborhood Three, Cluster Two, Plat 27, as recorded among the land records of St. Mary's County, Maryland at Liber M.R.B. 021 folio 114; thence from said point of BEGINNING and leaving the said Wildewood Parkway and running with said Holly Hill S 83 deg. 38 min 22 sec E a distance of 53.67 feet to a point; thence leaving said Holly Hill and running S 02 deg 34 min 11 sec W a distance of 20.04 feet to a point at the northwesterly corner of Lot 1, Part of Neighborhoods Three and Four, Cluster four, Plat Four, Red Cedar of Wildewood; thence with said Lot 1 S 02 deg 34 min 11 sec W a distance of 221.16 feet to a point on the northerly side of Aspen Lane, 50 foot right-of-way; thence with said Aspen N 80 deg 37 min 05 sec W a distance of 7.22 feet to a point of curve; thence by the same by an arc of a circle curving to the right having a radius of 35.00 feet with an arc distance of 52.56 feet to a point on the aforesaid Wildewood Parkway; thence with said Wildewood Parkway by an arc of a circle curving to the left having a radius of 835.00 feet with an arc distance of 208.52 feet to a point at the place of beginning.

Containing 0.2211 acres of land, more or less. Subject to any and all rights-of-way and/or easements of record.

Being a part of the land shown on plat entitled "Red Cedar of Wildewood" Part of Neighborhoods Three and Four - Cluster Four - Plat One, which is recorded at Plat Liber M.R.B. 024, folio 120.

AND BEING part of the same land which was conveyed to Paragon Builders, Inc., a body corporate, from Joseph A. Waldschmitt, et al. dated July 28th, 1983 and recorded among the land records of St. Mary's County, Maryland in Liber M.R.B. 151, folio 375.

AND FURTHER BEING part of the same land which was conveyed to Paragon Builders, Inc., a body corporate, by deed from Joseph A. Waldschmitt and Alice R. Waldschmitt, his wife, dated July 28th, 1983 and recorded among the land records of St. Mary's County, Maryland in Liber MRB 151, folio 394.

BEING the same land conveyed to The Red Cedar of Wildewood Association, Inc. by Paragon Builders, Inc., a Maryland Corporation, by Deed dated October 13, 1986 and recorded among the Land Records of St. Mary's County, Maryland in Book M.R.B. No. 314, Page 226.

SCHEDULE "B"

(1) Easement for Subdivisions dated June 17th, 1981 to Chesapeake & Potomac Telephone Company of Maryland, and recorded among the land records of St. Mary's County, Maryland in Liber MRB 100, folio 430.
(2) Deed of Easement dated February 22nd, 1985 to The Chesapeake & Potomac Telephone Company of Maryland and recorded among the land records of St. Mary's County, Maryland in Liber MRB 213, folio 115.
(3) Right-of-way to Southern Maryland Electric Cooperative, Inc., a cooperative corporation, as recorded among the Land Records of St. Mary's County, Maryland in Liber C.B.G. 23, folio 40.
(4) Right-of-way to Southern Maryland Electric Cooperative, Inc., a cooperative, as recorded among the Land Records of St. Mary's County, Maryland in Liber D.B.K. 158, folio 146.
(5) Right-of-way to Southern Maryland Electric Cooperative, Inc. as recorded among the Land Records of St. Mary's County, Maryland in Liber D.B.K. 229, folio 147.
(6) Public Works Agreement to St. Mary's County Metropolitan Commission, a body politic and corporate, as recorded among the Land Records of St. Mary's County, Maryland in Liber M.R.B. 002, folio 01.
(7) Minimum building restriction lines as per plat notation as indicated on the plat recorded among the Plat Records of St. Mary's County, Maryland in Book M.R.B. No. 24, Page 120.
(8) Subject to Declaration of Covenants, Conditions and Restrictions of Red Cedar of Wildewood Association, Inc. dated July 16, 1986 and recorded among the Land Records of St. Mary's County, Maryland in Book M.R.B. No. 297, Page 370.
(9) Agreement by and between Paragon Builders, Inc. and the Board of County Commissioners of St. Mary's County, Maryland, a body politic and corporate, dated April 24, 1986 and recorded among the Land Records of St. Mary's County, Maryland in Book M.R.B. No. 260, Page 475.
(10) Addendum to Public Works Agreement as recorded among the Land Records of St. Mary's County, Maryland in Book M.R.B. No. 259, Page 121.
(11) Blanket utility easement covenant as per plat notation as indicated on the plat recorded among the Plat Records of St. Mary's County, Maryland in Book M.R.B. No. 24, Page 120.
(12) Easement for utilities, drainage and pedestrian walkways as per plat notation as indicated on the plat recorded among the Plat Records of St. Mary's County, Maryland in Book M.R.B. No. 24, Page 120.
(13) Subject to 10' minimum public utilities easement along all lot lines, road rights of way and 5' easement inside all lot lines for public utilities and drainage as per plat notations as indicated on the plat recorded among the Plat Records of St. Mary's County, Maryland in Book M.R.B. No. 24, Page 120.
(14) Public Works Agreement dated July 29, 1986 and recorded among the Land Records of St. Mary's County, Maryland in Book M.R.B. No. 303, Page 205.
(15) This report does not insure against the effect of any matters or things not disclosed of record but which would be ordinarily ascertained by an accurate survey of the premises in question.
(16) This report specifically guarantees that any past, present or future violations of the restrictions, covenants, building set back lines, easement area, widening strips, partition walls or other limitations and restrictions will not work a forfeiture or reversion of the title or result in a lien or charge superior to the interest of the mortgagee to be insured herein, and that the same have not been violated as of the date of this report.
(17) Taxes and other public charges (including assessments by any Court, Municipality, Metropolitan District or Commission) payable on an annual basis have been paid through the fiscal year ending June 30, 1987. This policy does not insure against the balance of any public charges (including assessments by any County, Municipality, Metropolitan District or Commission) payable on an annual basis subsequent to the fiscal year ending June 30, 1987. Nor does this policy insure against possible future tax levies nor against possible public charges as defined above that have not been levied or assessed, and which are not now due and payable.

BY-LAWS
OF
RED CEDAR OF WILDEWOOD ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION: The name of the Corporation is: RED CEDAR OF WILDEWOOD ASSOCIATION, INC., hereinafter referred to as the "Association." The principal office of the Corporation shall be located at: Box 347, St. Andrews Church Road, California, Maryland 20619, but meetings of members and Directors may be held at such places within the State of Maryland as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to RED CEDAR OF WILDEWOOD ASSOCIATION, INC., its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties with the exception of the Common Area. The term shall include a condominium living unit where such may occur.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, ofthe fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Declarant" shall mean and refer to Paragon Builders, Inc., its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions and any supplementary Declaration of covenants, Conditions and Restrictions, applicable to the properties recorded in the Land Records of St. Mary's County, Maryland.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

ARTICLE III

MEETINGS OF MEMBERS

Section 1. Annual Meetings. The first Annual Meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 7:00 p.m. (seven o'clock p.m.). If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the President or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the Class "A" membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copyof such notice, postage prepaid, at least 15 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

Section 6. Voting. At any meeting of the members of the Association, each Class "A" member present, either in person or by proxy, shall have the right to cast one vote for each Class "A" membership of which he appears the owner on the books of the Association and never more than one vote for that membership. The Class "B" member shall have the right to cast three votes for each Class "B" membership of which it appears the owner on thebooks of the Association and never more than three votes. The vote of the majority of those present, either in person or by proxy, shall decide any question brought before the meeting, unless the question is one upon which a different vote is required by express provision of any applicable law of the State of Maryland or of the Articles of Incorporation or of these By-Laws or of the Declaration of Covenants, Conditions and Restrictions.

Section 7. Suspension of Voting Privileges. No member shall be eligible to vote or to be elected to the Board of Directors who is shown on the books of the Association to be more than thirty (30) days delinquent in the payment of any assessments due the Association.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE:

Section 1. Number. The affairs of this Association shall be managed by a Board of five (5)Directors.

Section 2. Term of Office. At the first annual meeting the members shall elect two Directors for a term of one year, two Directors for a term of two years and one Director for a term of three years. At the expiration of the initial term of office of each respective Director, his successor shall be elected to serve a term of three (3) years. The Directors shall hold office until their successors have been elected and hold their first meeting.

Section 3. Removal. Any Director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In theevent of death, resignation or removal of a Director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without A Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the Annual Meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each Annual Meeting until the close of the next Annual Meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

MEETING OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President

of the Association, or by any two Directors, after not less than three (3) days notice to each Director. However, attendance bya Director at any such special meeting shall constitute a waiver of notice.

Section 3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 4. Action Without Meeting. Any action by the Board of Directors required orpermitted to be taken at any meeting may be taken without a meeting if all the members of the Board shall individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the Minutes of the proceedings of the Board.

Section 5 Executive Sessions. All meetings of the Board shall be open to observers, except the President may call the Board into executive session on matters of personnel or for hearing on infractions of published rules and regulations. Any action taken by the Board in executive session shall be recorded in the Minutes of the Association.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have the power to:

(a) Adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) Suspend the voting rights and right to use of the recreational facilities of amember during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;

(c) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

(d) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings ofthe Board of Directors;

(e) Employ a manager, an independent contractor, or such other employees as they deem necessary and to prescribe their duties; and

(f) Call a special meeting of the members whenever it deems the same to be necessary and whenever requested in writing so to do by at least twenty-five percent (25%) of the Class "A" membership;

(g) Elect and remove at pleasure all officers of the Association, reimburse them for expenses incurred in the performance oftheir duties, and require ofthem such security or fidelity bond as it may deem necessary or expedient;

(h) Engage and remove at pleasure all agents and employees of the Association upon such terms as the Board of Directors may determine;

(i) Establish, levy and collect the assessments referred to in Section 2 (c) of this Article VII of these By-Laws.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the Annual Meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class "A" members who are entitled to vote;

(b) Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) As more fully provided in the Declaration, to:

1. Fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

2. Send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

3. Foreclose the lien against any property for which assessments are not paid within thirty (30) days afater the due date or to bring an action at law against the owner personally obligated to pay the same.

(d) Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether ornot any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) Procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) Cause the Common Area to be maintained;

(h) Cause the exterior of the dwellings to be maintained.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Association shall be a President and Vice-President, who shall at all times be members of the Board of Directors, a Secretary, and a Treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of Officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The Officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other Officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any Officer may be removed from office with or without cause by the Board. Any Officer may resign at any time given written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effecive.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The Officer appointed to such vacancy shall serve for the remainder of the term of the Officer he replaces.

Section 7. Multiple Officers. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneouslyhold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the Officers are as follows:

PRESIDENT

(a) The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds, contracts, notes, and other written instruments and shall have all the general powers and duties which are usually vested in the office of President of a Corporation.

VICE PRESIDENT

(b) The Vice-President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

SECRETARY

(c) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

TREASURER

(d) The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as are directed from time to time by resolution of the Board of Directors, provided, however, that a resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business; shall sign all checks and drafts of the Association; keep proper

books of account; and shall prepare an annual budget and a statement of income and expenditures to be represented to the membership at their annual meeting, and deliver a copy of each to the members.

ARTICLE IX

COMMITTEES

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purposes.

ARTICLE X

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. 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 ten percent (10%) per annum, and the Association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his lot.

ARTICLE XII

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: RED CEDAR OF WILDEWOOD ASSOCIATION, INC. - Corporate Seal - Maryland - 1986.

Corporate
Seal

ARTICLE XIII

AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by avote of a majority of a quorum of members present in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is Class "B" membership.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XIV

MISCELLANEOUS

Section 1. Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of Incorporation.

Section 2. Audit. At the close of each fiscal year the books and records of the Association shall be audited by a Certified Public Accountant or other person acceptable to the Board of Directors, whose report will be prepared and certified in accordance with the requirements of the Board. Based upon such report, the Association shall furnish its members with an annual financial statement including the income and disbursements of the Association.

Section 3. Indemnification of Officers and Directors. Each officer and director of the Association in consideration of his services as such, shall be indemnified by the

Association to the extent permitted by law against expenses and liabilities reasonably incurred by him in connection with the defense of any action, suit, or proceedings, civil or criminal, to which he may be a party by reason of being or having been a Director or Officer of the Association. The foregoing right of indemnification shall not be exclusive of any other rights to which the Director or Officer or person may be entitled by law, or agreement, to vote of the members, or otherwise.

IN WITNESS WHEREOF, we, being all of the Directors of the RED CEDAR OF WILDEWOOD ASSOCIATION, INC., have set our hands this 15th day of July, 1986.

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting Secretary of the RED CEDAR OF WILDEWOOD ASSOCIATION, INC., a Maryland Corporation; and

THAT the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 15th day of July, 1986.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association on this 15th day of July, 1986.

Secretary

DEC 20 1989 MARY R. BELL, CLERK

LIBER 001 PAGE 364

DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
COLUMBIA COMMONS ASSOCIATION, INC.

2:02PM12/21/890 HCMARSC $50.00

THIS DECLARATION, made and entered into this 20th day of October, 1989, by LIBERTY LAND DEVELOPMENT CORP, a Maryland Corporation, hereinafter referred to as "Declarant":

WITNESSETH:

WHEREAS, LIBERTY LAND DEVELOPMENT CORP. is the owner of certain property in the County of St. Mary's, State of Maryland, which is more particularly described as Columbia Commons, Section One and is shown on a Plat by Lorenzi, Dodds and Gunnill, entitled Columbia Commons, Section One, said plat being recorded in Plat Liber MRB No. 30, Folio 114, among the Plat Records of St. Mary's County, Maryland, and more particularly described as follows:

Beginning for the same at the southern end of the South 06 degrees 19 minutes 40 seconds East 169.55 feet line of Parcel B as shown on a plat entitled "Patuxent Park West, Phase II (Villas)" as recorded among the Land Records of St. Mary's County, Maryland in Plat Book 023 at Plat 10, thence running to describe this piece or parcel of land as now surveyed,

1. North 06 degrees 27 minutes 05 seconds West 156.62 feet to a point,
2. North 64 degrees 04 minutes 20 seconds West 230.00 feet to a point on the eastern right-of-way line of Pacific Drive (70 feet wide), thence with said right-of-way line.
3. 37.72 feet along an arc to the right having a radius of 620.00 feet and a chord bearing and distance of North 27 degrees 40 minutes 15 seconds East 37.71 feet to a point, thence crossing Pacific Drive,
4. North 60 degrees 35 minutes 11 seconds West 70.00 feet to a point on the western right-of-way line of Pacific Drive, thence with said right-of-way line the following two courses,
5. 171.68 feet along an arc to the right having a radius of 690.00 feet and a chord bearing and distance of North 36 degrees 32 minutes 30 seconds East 171.24 feet to a point,
6. 141.08 feet along an arc to the left having a radius of 565.00 feet and a chord bearing and distance of North 36 degrees 30 minutes 57

seconds East 140.72 feet to a point, thence crossing Pacific Drive,

7. South 60 degrees 38 minutes 15 seconds East 70.00 feet to a point, thence running with the northern right-of-way line of Columbia Drive (50.00 feet wide), the following four courses,
8. 37.37 feet along an arc to the left having a radius of 25.00 feet and a cord bearing and distance of South 13 degrees 27 minutes 55 seconds East 33.99 feet to a point,
9. South 56 degrees 17 minutes 34 seconds East 119.90 feet to a point,
10. 189.47 feet along an arc to the left having a radius of 350.00 feet and a chord bearing and distance of South 71 degrees 48 minutes 04 seconds East 187.17 feet to a point,
11. South 87 degrees 18 minutes 34 seconds East 88.00 feet to a point, thence crossing Columbia Drive and running,
12. South 02 degrees 41 minutes 26 seconds West 110.00 feet to a point, thence
13. South 24 degrees 00 minutes 00 seconds West 338.37 feet to a point,
14. South 83 degrees 32 minutes 55 seconds West 280.18 feet to the point of beginning.

Containing 255,822 square feet or 5.8729 acres of land more or less.

WHEREAS, Declarant desires to provide for the preservation and enhancement of the property values, amenities and opportunities in said community and for the maintenance of the properties and improvements thereon, and to this end desires to subject the real property described to easements, restrictions, covenants and consitions.

NOW, THEREFORE, Declarant hereby declares that all of the lots in the subdivision described above shall be held, sold and conveyed subject to the aforesaid "Covenants, Conditions and Restrictions" and to the following assitional easements, restrictions, covenants, and con conditions, which are for the purpose of protecting the value and desirabilty of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

SECTION 1. "Association" shall mean and refer to the Columbia Commons Association, Inc., its successors and assigns.

SECTION 2. "Owner" shall mean and refer to the record owner,

whether one or more persons or entities of a single title to any lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

SECTION 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdictioin of the Association.

The metes and bounds description of the property initially subject to these Covenants, Conditions and Restrictions is set forth above.

SECTION 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners.

SECTION 5. "Architectural Control Committee" shall mean a Committee of the Assocation set up in accordance with Article V herein to ensure that buildings and structures built on the property and the maintenance thereof, shall meet adequate standards of desigh and appearance.

SECTION 6. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties with the exception of the Common Area.

SECTION 7. "Declarant shall mean and refer to LIBERTY LAND DEVELOPMENT CORP., a Maryland Corp., their successors and assigns if such successors or assigns should acquire more than on undeveloped lot from the Declarant for the purpose of development.

ARTICLE II

LIBERTY LAND DEVELOPMENT CORP.

SECTION 1. EASTABLISHMENT OF THE ASSOCIATION. After the recording of this document, the Columbia Commons Assoc. Inc., hereinafter the Association shall be established. Except as specified herein, the form, members, duties and responsibilities of the Association and certain other matters relating to it shall be as set forth in the Articles of Incorporation of this Association.

SECTION 2. MEMBERSHIP. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

SECTION 3. VOTING RIGHTS. The Association shall have two (2)

classes of voting membership:

Class A. Class A member shall be all owners, with the exception of the Decarant, and shall be entitled to one(1) vote for each lot owned. When more than on person holds an intrest in any lot, all such persons shall be members. The vote for such lot shall be excercised as they determine, but in no event shall more than (1) vote be cast with respect to any lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earliest.

(A) When the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership, or

(B) On December 31, 1997.

ARTICLE III

PROPERTY RIGHTS IN THE COMMON AREA

SECTION 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to 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 such conditions as may be agreed to by the members, with the understanding that no such dedication or transfer shall be effective unless an instruments agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of members has been recorded.

SECTION 2. DELEGATION OF USE. Any Owner may delegate, in accordance with the By-Laws of the Association, his right of enjoyment to the Common Area and facilities to the members of his family, including guests, his tenants, or contract purchasers who reside on the property.

SECTION 3. OBLIGATIONS OF THE ASSOCIATION. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Area and all improvements thereon (including equipment related thereto), and shall keep the same in good, clean, attractive and sanitary conditions, order and repair in compliance with standards to be set by the

Architectural Control Committee.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS BY THE ASSOCIATION

SECTION 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to convenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with intrest and late charges as determined by Association, costs and reasonable attorney's fees, shall be a continuing lien upon the property against which each such assessments is made upon compliance with applicable law related to the establishment and enforcement of such liens. Each such assessments, together with intrest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them. Notwithstanding any language herein to the contrary, prior to December 31, 1997, the Declarant shall be obligated to pay an assesment of not less than 25% on all undeveloped lots, and 100% on all developed lots.

SECTION 2. PURPOSE OF ASSESSMENTS. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents of the properties and of the homes situated upon the properties, including but not limited to, costs involved in the enforcements of the Covenant's, Conditions and Restrictions, and for the improvement and maintenance of the Common Area.

SECTION 3. MAXIMUM ANNUAL ASSESSMENT. Until January 1, of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment per lot shall be Six Hundred Dollars ($600.00).

(A) From and after January 1 of the year immediately following the conveyance of the first lot to any Owner, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the membership.

(B) From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment may be increased by more than five (5%) by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(C) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum provided for herein.

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, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent by 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.

SECTION 5. NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTIONS 3 AND 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 and 4 shall be sent to all members not less than thirty (30) days, nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

SECTION 6. UNIFORM RATE OF ASSESSMENT. Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a monthly basis.

SECTION 7. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS: DUE DATES. The annual assessments provided for herein shall commence to all lots on the first day of the month following the conveyance of the lot to the first purchaser. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment period. Written notice of the annual assessment shall be sent to every owner subject

thereto. The due dates shall be established by the Board of Directors The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an Officer of the Association setting forth whether the assessments on a specified lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

SECTION 8. EFFECT OF NONPAYMENT OF ASSESSMENTS: REMEDIES OF THE ASSOCIATION. Any assessment nir paid within thirty (30) days after the due date shall beat interest from the due date at the rate determined by the Board of Directors but not less than ten percent (10%) per annum. The Association may bring an action at law against the owner personally obligted to pay the same. No owner may waive or otherwise escape liability for the same. No 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. SUBORDINATION OF THE LIEN TO MORTGAGES AND DEEDS OF TRUST. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or deed of trust. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to foreclosure of a mortgage or deed of trust or any proceeding or transfer in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V
ARCHITECTURAL CONTROL

SECTION 1. Except by the Declarant, (and specifically including LIBERTY LAND DEVELOPMENT CORP.) no building, fence, wall or other structure (including, but not limited to, antennas) shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans, and specificarions showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmone of external design and location in relation to surrounding structures and topography by an Architectural Control Committee composed of three (3) or more representatives appointed by the Class B membership. At such time as the Class B mem-

bership expires, the Committee shall be appointed by the Board of Directors. In the event said Board, or its designated committee, fails to approve or disapprove such desigh and location within thirty (30) daus after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. The Architectural Control Committee shall regulate the external design, apperance, and location of the Properties and of improvements thereon in such a manner so as to preserve and enhance values and to maintain a harmonious relationship among structures and the natural vegetation and topography.

SECTION 2. No improvements, alterations, repairs, change of paint colors, excavation, changes in grade or other work which in any way alters the exterior of any Lot or the improvements located thereon from its natural or improved state existing on the date such Lot was first conveyed in fee by the Declarant to an Owner shall be made or done without the prior approval of the Architectural Control Committee.

ARTICLE VI
USE OF PROPERTY

SECTION 1. PROTECTIVE COVENANTS.

(A) Residential use. All property designated for residential use shall be used, improved and devoted exclusively to residential use, Nothing herein shall be deemed to prevent the Owner from leasing a Living Unit, subject to all of the provisions of the Declaration, or preclude the Declarant from completing the development of the property including, but not limited to maintaining a construction,sales, and business office.

(B) Nuisances. No nuisance shall be permitted to exist or operate upon any property so as to be detrimental to any other property in the vicinity thereof or to its occupants.

(C) Restrictions on Further SuBdivisions. No Lot upon which a Living Unit has been constructed shall be further subdivided or seperated into smaller Lots by any Owner, and no portions less than all of any such Lot, Nor any easement or other interest herein, shall be conveyed or transferred by an Owner, provided that this shall not prohibit disputes, and similar corrective instruments.

(D) Other Restrictions. Upon conveyance of the first Lot to an Owner, the Architectural Control Committee shall adopt

general rules to implement the purposes set forth in Article V, and interpret the covenants in this Section, including but not limited to rules to regulate animals, antennas, signs, parking and storage of automobiles and other vehicles, storage and use of boats and recreational vehicles, storage and use of machinery, use of outdoor drying lines, trash containers, planting, maintenance and removal of vegetation on the properties.

(E) Other portions of this article notwithstanding the Declarant may operate one or more model homes and may use other temporary structures for office or storage.

(F) Exceptions. The Architectural Control Committee may issue temporary permits to except any prohibitions expressed or implied by this Section, provided the Committee can show good cause and acts in accordance with adopted guidlines and procedures.

(G) "No activity shall be permitted, (including but not limited to in-home day care) which shall have the effect of increasing the liability risk of the Association."

SECTION 2. MAINTENANCE OF PROPERTY. To the extent that exterior maintenance is not provided for in a Supplementary Declaration, each Owner shall keep all Lots owned by him, an all improvements therein or thereon, in good order and repair and free of debris including, but not limited to the seeding, watering and mowing of all lawns, the pruning and cutting of all trees and shrubbery and the painting (or other appropriate external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management. In the event an Owner of any Lot in the properties shall fail to maintain the premises and the improvements situated thereon, as provided herein, the Association, after notice to the Owner as provided in the By-Laws and approval by two-thirds (2/3) votw of the Board of Directors, shall have the right to enter upon said Lot to correct drainage and to repair, maintain and restore the Lot and the exterior of the buildings and any other improvements erected thereon. All cost relatee to such correction, repair or restoration shall become a Special Assessment upon such Lot.

SECTION 3. UTILITY EASEMENTS. There is hereby created a blanket easement upon, across, over, through, and under the above described property for ingress, egress, construction,installation, replacement, repair, and maintenance of all streets and parking lots, utility and service lines and systems including, but not limited to streets, parking, pedestrian walkways, water, sewers, gas, telephone, electricity, television, cable or communication lines and systems. By

virtue of this easement it shall be expressly permissible for the Declarant or the providing utility or service company, with the approval of the Declarant, to complete construction of all contemplated improvements to the subject Lots and on adjacent LIBERTY LAND DEVELOPMENT CORP. properties, install and maintain facilities and equipment on said property, to excavate for such purposes and to affix and maintain wires, circuits and conduits on, in and under the roofs and exterior walls of improvements thereon, providing such disturbed areas are restored to the condition in which they were found.

SECTION 4. EASEMENT TO CORRECT DRAINAGE. For a period of ten (10) years from the date of conveyance of the first Lot, the Declarant reserves a blanket easement and right on, over and under the ground within any Lot within the subdivision and the Common Area to maintain reasonable standards of health, safety and appearance. Such right expressly includes the right to cut any trees, bushes, or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary, following which the Declarant shall restore the affected property to its original conditions as near as practicable. The Declarant shall give reasonable notice of the intent to take such action to all affected Owners, unless in the opinion of the Declarant an emergency exists which precludes such notice.

ARTICLE VII
GENERAL PROVISIONS

SECTION 1. ENFORCEMENT. The Association, or any Owner shall have the right to enforce, by any proceeding at Law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Association shall be entitled to recover all costs including a reasonable attorney's fee in the successful enforcement of these Covenants, Conditions, and Restrictions.

SECTION 2. SEVERABILITY. Invalidation of any one of these covenants, conditions and restrictions, or the conditions and restrictions by judgment or Court Order shall in no way affect any other

provisions, each of which shall remain in full force and effect.

SECTION 3. AMENDMENT. The Convenants, Conditions and Restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declatation is recorded, after which time shall be automatically extended for successive periods of ten (10) years. This Declatation may be amended during the first twnety (20) years period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five (75%) of the Lot Owners, Any amendment shall be recorded.

SECTION 4. ANNEXATION. So long as there are Class B members of the Association, additional property may be annexed to the association without the assent of Class A members of the Association, if any. The scheme of the within covenants and restrictions shall not, however, be extended to include any such additional property unless and until the same is annexed to the real property described herein.

SECTION 5. FHA/VA APPROVAL. As long as there is a Class B membership, the following action will require the prior approval of the Federal Housing Administration and/or the Veterans Administration: annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

ATTEST
Stephanie C Potts SEC.

LIBERTY LAND DEVELOPMENT CORPORATION
E R Curley
EDWARD R. CURLEY JR.

STATE OF MARYLAND
COUNTY OF ST. MARY"S TO WIT:
I HEREBY CERTIFY that on this 20th day of October 1989, before me a Notary Public of the state and County aforesaid, personally appeared Edward R. Curley Jr, President and he acknowledged the foregoing Declaration of Covenants, Conditions and Restrictions of LIBERTY LAND DEVELOPMENT CORP. to be his act as president and the act of the said corporation.

DEBORAH J. HILL NOTARY PUBLIC ST. MARY'S CO. MD.

Deborah J. Hill
Notary Public Deborah J. Hill
Mr Commsiion Expires: 7/1/90

BYLAWS
OF
COLUMBIA COMMONS ASSOCIATION, INC.

ARTICLE I

Definitions

The words in these Bylaws which begin with capital letters (other than words which would be normally capitalized) shall have the meanings assigned to them by the "Declaration" and the Articles of Incorporation unless such a meaning would be mainfestly improper or unreasonable in the context in which such capitalized word is used. "Declaration means the Columbia Commons Declaration of Covenants, Conditions, and Restrictions, as amended which is recorded in the land records of St. Mary's County, Maryland.

ARTICLE II

Offices

Section 2.01. The registered office shall be located at 25 Pacific Drive, Lexington Park, Maryland 20653

Section 2.02. The Association may also have offices at such other places within the State of Maryland as the Board of Directors may from time to time determine or the business of the Association may require.

ARTICLE III

Members

Section 3.01. Voting Rights of Members. The Association shall have two classes of members in accordance with the provisions of Article VI of the Articles of Incorporation. The rights, privileges and qualifications of each class of members shall be as set out in the Articles of Incorporation, the Declaration and these Bylaws.

Section 3.02. Annual Meetings. The Association shall hold an annual meeting of the members for the transaction of any business within the powers of the Association. The first annual meeting shall be held six months after conveyance of the first Lot to an Owner other than the Developer or a Participating Builder. Subsequent annual meetings shall be held in the month of June which is not a Sunday or legal holiday. Failure to hold an annual meeting at the designated time shall not, however, invalidate the corporate existence, terminate the tenure of any director before his successor is elected and qualified, or otherwise affect valid corporate acts. Any business of the Association may be transacted at an annual meeting without being specially designated in the notice of such meeting, except business which is specifically required by statute, the Articles of Incorporation or the Declaration to be stated in the notice.

Section 3.03. Special Meetings. At any time and from time to time, special meetings of the members may be called by the President, the Board of Directors, the Class B Member, or Class A Members having at least twenty-five percent (25%) of the votes entitled to be cast by the Class A Members at the meeting; provided, however, that no special meeting shall be called, except upon resolution of the Board of Directors, prior to the first annual meeting of members as hereinabove provided for.

Section 3.04. Place of Meetings. All meetings shall be held at the registered office of the Association, or at such other place or places within the State of Maryland as may from time to time be designated by the Board of Directors.

Section 3.05. Notice of Meetings.

(a) Written notice stating the place, day and hour of the annual meeting of the members and, in the case of a special meeting, the purpose of purposes for which the meeting is called, shall be delivered to each member entitled to vote at the meeting, personally or by mail, not less than 10 days nor more than 90 days before the date of the meeting (except as a different time is specified in subsection (b)). If mailed, notice shall be deemed to be delivered when deposited in the United States mail addressed to the member at his last known address as it appears on the records of the Association, with postmark prepaid.

(b) Notwithstanding subsection (a) above, a waiver of notice in writing, signed by a member entitled to such notice, whether prior to, at or after the holding of the meeting, shall be equivalent to the giving of such notice to that member. A member who attends a meeting shall be deemed to have waived notice of the meeting unless he attends for the express purpose of objecting because the meeting is not lawfully called or convened.

(c) Certain First Mortgagees are entitled to notice of meetings of members under Article XI of the Declaration.

Section 3.06. Quorum.

(a) At any meeting of members, the presence in person or by proxy, or (in the case of any member which is a corporation or partnership) through designated representatives, of (i) members entitled to cast 10% of all of the votes entitled to be cast by the Class A Members and (ii) the Class B Member (if any), shall constitute a quorum.

(b) This section shall not affect any requirements under statute,

the Declaration or under the Articles of Incorporation of the Association as to the vote necessary for the adoption of any measure.

(c) If a quorum is not present at any meeting of members, a majority of the members presen- may call a further meeting of members. At such further meeting the members present shall constitute a quorum and may, by a majority of votes actually cast, approve or authorize any proposed action, and take any other action, including, without limitation, the election of directors, which might have been taken at the original meeting had a sufficient number of members been present.

Section 3.07. Votes Required. On each matter submitted to the members for a vote, a majority of the votes cast by all classes of members at a meeting at which a quorum is present shall be sufficient for passage or approval, unless otherwise provided in the Declaration, the Articles of Incorporation, Maryland law, or these Bylaws.

Section 3.08. Manner of Casting Votes. On any matter submitted to the members for a vote, a member may cast its vote by any of the following means:

(a) By personally attending the meeting and casting its vote (in the case of a member who is an individual).

(b) By written proxy.

(c) In the case of the Class B Member or a Class A Member that is a corporation or partnership, by having an officer, joint venturer or a general partner or, if a joint venturer or a general partner, attent the meeting in person and cast the corporation's or partnership's votes.

(d) By mail, if the Board of Directors has prescribed rules and regulations under which that vote may be taken of members by mail.

Section 3.09. Number of Votes. The number of votes to which each member is entitled shall be computed as provided in the Articles of Incorporation. The Board of Directors may by resolution adopt regulations for any or all meetings of the members, consistent with the Declaration, the Articles of Incorporation, and these Bylaws, in regard to proof of membership in the Association, evidence of right to vote, determination of the number of votes to which each member is entitled, appointment and duties of inspectors of votes, registration of members for voting purposes, and other matters concerning the conduct of meetings and voting. Such regulations and any amendments of them shall (a) be distributed to members with the notice of the first meeting of members

following their adoption and (b) be available for inspection by any member (i) at the principal office of the Association during regular business hours and (ii) at each meeting of members.

Section 3.10. Rules of Procedure. The rules of order and all other matters of procedure at any meeting of members shall be determined by the chairman of the meeting.

ARTICLE IV

Board of Directors

Section 4.01. Powers. The business and affairs of the Association shall be managed by the Board of Directors. The Board of Directors may exercise all of the powers of the Association, except those which are, by the laws of Maryland, the Articles of Incorporation, the Declaration of there Bylaws, conferred upon or reserved to the members. The Board of Directors may employ a manager and any employees, consultants, professional advisors, or independent contractors it deems necessary, and may prescribe their duties. The Board of Directors may appoint whatever committees it deems appropriate in carrying out its duties.

Section 4.02.Duties The Board of Directors shall perform all of the following duties:

(a) Cause to be kept a complete record of all its actions and proceedings and of all actions and proceedings of each of its committees which shall be available for inspection and (at a reasonable charge) copying by any member during normal business hours.

(b) Supervise all officers, agents and employees of the Association, and see that their duties are properly performed.

(c) As more fully provided in the Declaration:

(1) Fix the amount of the Annual Assessment and any Special Assessments levied on each Lot; and

(2) Issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not 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. A certificate shall be conclusive evidence of such payment.

(e) Procure and maintain adequate bonding and liability, hazard and other insurance as required by the Bylaws in Section 6.04 Bonding and Insurance.

(f) Draft, revise, adopt and amend rules and regulations relating to the government of the Association.

Section 4.03. Number, Election, and Removal of Directors.

(a) Initial Board. The initial Board of Directors shall consist of three directors, named in the Articles of Incorporation, who shall hold office until the election and qualification of their successors.

(b) Subsequent Boards. Beginning with the first annual meeting of members, the members shall, at each annual meeting, elect five directors. The Board of Directors shall not be classified and each director shall be elected by a majority of the votes cast in person or by proxy by members of both classes at a duly called meeting at which a quorum is present. A director need not be a member of the Association. Each director shall serve for a term of one year and until his successor is elected and qualified.

(c) Nominations. Nomination for election to the Board of Directors may be made by any of the following methods:

(i) By petition, according to written procedures which the Board of Directors shall establish and announce at least 90 days before each annual meeting of the members

(ii) From the floor at each annual meeting.

From the floor at each annual meeting.

The Nominating Committee shall consist of a Chairman, who shall be a sitting director, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors before each annual meeting of members, the appointments shall be announced at that annual meeting and those appointees shall serve from the close of that annual meeting until the close of the annual meeting at which the appointments of their respective successors are announced. The Nominating Committee shall make as many nominations as it deems appropriate, but shall in any case make enough nominations that the total number of persons nominated by all three of the above methods is at least equal to the number of directors to be elected.

(d) Removal. Any director may be removed with or without cause, by a majority vote of the members of the Association.

(e) Vacancies. In the event of the death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board of Directors and shall serve for the unexpired term of his predecessor, subject to removal, however, by vote of the members of the Association.

Section 4.04. Compensation. No director shall receive compensation for any service he may render to the Association as a director. How-

ever, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 4.05. Action of the Board of Directors.

(a) Regular Meeting. Except as permitted by this Section 4.05, any approval or disapproval of actions or resolutions by the Board of Directors shall be by vote of the directors taken at a regular meeting. Regular meetings of the Board of Directors may be called by the President of the Association or by a majority of the directors.

(b) Conference Telephone. The Board of Directors or any of its committees may meet by means of conference telephone or similar communication equipment by means of which all persons participating in the meetins can hear and speak to each other and participation by such means shall constitute presence in person at the meeting. Such meetings may be called by the President of the Association or by a majority of the directors. One or more persons may also participate in a regular or special meeting of the Board of Directors or any of its committees by such means.

(c) Written Action Without a Meeting. Any action required or permitted to be taken at a meeting of the Board of Directors or of one or its committees may be taken without a meeting, if a unanimous written consent which sets forth the action is signed by each director, or, in the case of committee action, by each member of the committee, and is filed with the minutes of proceedings of the Board of Directors or the committee.

(d) Time and Place of Meeting. Each meeting of the Board of Directors shall be held at such time and at such place within the State of Maryland as the person or persons calling the meeting may designate or at such other place inside or outside the State of Maryland as may be agreed upon by all of the directors.

Section 4.06. Notice of Meeting to Directors.

(a) Written Noticeof the place, day and hour of every regular and special meeting of the Board of Directors shall be delivered to each director at least two days before the meeting (five days in the case of notice given by mail), either personally or by mail. If mailed, notice shall be deemed to delivered when desposited in the United States mail addressed to the director at his address as it appears on the records of the Association, with postage prepaid. Unless required by these Bylaws or by resolution of the Board of Directors, no notice of any meeting of the Board of Directors need

state the business to be transacted at the meeting.

(b) Waiver by Attendence. No notice of any meeting of the Board of Directors need be given to any director who, either before, during or after the holding of the meeting, waives such notice in writing.

(c) Written Waiver. Attendance of a director at any meeting shall constitute waiver of notice of the meeting except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

(d) Adjournment. Any meeting of the Board of Directors, regular or special, may be adjourned from time to time and reconvened at the same or some other place, and no notice need be given of any such adjourned meeting other than by announcement.

Section 4.07. Quorum and Voting. A majority of the directors shall constitute a quorum for the transaction of business. Except as otherwise provided in Section 4.05(c) above, the action of a majority of all directors present at a meeting at which a quorum is present shall be the action of the Board of Directors.

ARTICLE V

Officers and Their Duties

Section 5.01. Enumeration of Officers. The officers of the Association shall be a President, a Secretary, and a Treasurer. Any two or more offices may be held by the same person except the offices of President and Secretary.

Section 5.02. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 5.03. Term. Each of the officers of the Association shall hold office until his successor is elected and qualified unless he resigns, is removed, or becomes otherwise disqualified to serve.

Section 5.04. Special Appointments. The Board of Directors may elect such other officers as the affairs of the Association may require each of whom shall hold office for the period, have the authority, and perform the duties, which the Board of Directors, from time to time, assigns to him.

Section 5.05. Resignation and Removal. Any officer may be removed from office with or without cause by the Board of Directors. Any

officer may resign at any time by giving written notice to the President or the Secretary. Any resignation shall take effect on the date of receipt of that notice or at any later time specified in the notice, and unless otherwise specified in that notice, the acceptance of such resignation shall not be necessary to make it effective.

Section 5.06. Vancancies. A Vancancy in any office may be filled by the Board of Directors. The officer appointed to a vacancy shall serve for the remainder of the term of the officer being replaced.

Section 5.07. Duties of the President. The President shall be the chief operating officer of the Association, shall preside at all meetings of the members and of the Board of Directors, shall have general and active operating management of the business of the Association and shall see that all orders and resolutions of the Board of Directors are carried into effect. He shall ex-cute bonds, mortgages, and other contracts requiring a seal, under the seal of the Association, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution is expressly delegated by the Board of Directors to some other officer or agent.

Section 5.08. Duties of the Secretary and Assistant Secretaries. The Secretary shall attend all meetings of the Board of Directors and all meetings of the members and record all the proceedings of the meetings of the Association and of the Board of Directors in a book to be kept for that purpose. He shall give, or cause to be given, notice of all meetings of the members and special meetings of the Board of Directors, and shall perform such duties as the Board of Directors or President may assign to him. He shall have custody of the corporate seal of the Association and he, or an Assistant Secretary, shall have authority to affix the seal to any instrument requiring it. When so affixed, the seal may be attested by the Secretary's signature or by the signature of an Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Association and to attest the affixing by his signature. The Assistant Secretary, or if there is more than one, the Assistant Secretaries in the order determined by the Board of Directors (or if there is no such determination, then in order of their election), shall, in the absence of the Secretary or in the event of his inability or refusal to act, perform the duties and exercise the powers of the Secretary and shall perform such other duties and have such other powers as the Board of Directors assigns to them.

Section 5.09. Duties of the Treasurer and Assistant Treasurers. The Treasurer shall have the custody of the Association's funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association. He shall deposit all moneys and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors. He shall disburse the funds of the Association as ordered by the Board of Directors or by officers authorized by the Board of Directors to direct such disbursements, taking proper vouchers for the disbursements, He shall render to the President and the Board of Directors, at its regular meetings, or when the Board of Directors, so requires, an account of all his transactions as Treasurer and of the financial conditions of the Association. The Treasurer shall cause an annual audit of the Association's books to be made by an independent certified public accountant at the completion of each fiscal year, shall prepare an annual budget to be prescribed to the membership at its regulas annual meeting, and shall file a copy of each in the records of the Association. The Assistant Treasurer, or if there is more than one, the Assistant Treasurers in the order determined by the Board of Directors (or if there is no such determination, then in the order of their election), shall in the absence of the Treasurer or in the event of his inability or refusal to act, perform the duties and exercise the powers of the Treasurer and shall perform such other duties and have such other powers as the Board of Directors assigns to them.

ARTICLE VI

Finance

Section 6.01. Checks, Drafts, Ect. All checks, drafts, and orders for the payment of money, notes and other evidences of indebtedness, issued in the name of the Association, shall unless otherwise provided by resolution of the Board of Directors, be signed by two officers of the Association, one of whom shall be the President and the other of whom shall be the Treasurer or an Assistant Treasurer.

Section 6.02. Fiscal Year. The fiscal year of the Association shall be the twelve month period ending December 31 of each year, unless otherwise provided by resolution of the Board of Directors.

Section 6.03. Manager. The Association may employ a management agent or manager at a rate of compensation established by the Board of Directors to perform such duties and services as the Board of

Directors shall from time to time determine. Any management agreement entered into by the Association (a) shall provide that such agreement may be terminated by either party upon 30 days' written notice to the other party and (b) shall be for a term not to exceed one year but renewable by mutual agreement of the parties for successive one-year terms.

Section 6.04. Bonding and Insurance.

The Association shall purchase such hazard insurance for the Community Facilities as the Declaration requires. The Association may purchase such bonding or insurance, not required by the Declaration, as the Board of Directors considers appropriate So long as the Federal National Mortgage Association, Government National Mortgage Association, or Federal Home Loan Mortage Corporation is a mortagee or any Lot, the Association shall purchase whatever additional insurance and bonding that agency requires.

ARTICLE VII

Section 7.01. Book and Records. The books, records and papers of the Association (including but not limited to complete and accurate copies of the Declaration, the Articles of Incorporation, and these Bylaws) shall at all times, during reasonable business hours, be subject to the inspection by any member and by any First Mortgagee which has notified the Association of its mortgagees status pursuant to the Declaration. Any member shall also be entitled to a copy of the audited financial statements of the Association for any one or more fiscal years of the Association upon payment of a reasonable charge to defray the cost of reproduction.

Section 7.02. Seal. The Board of Directors shall adopt a suitable corporate seal for the Association. The Board of Directors may authorize one or more duplicate seals and provide for their custody.

Section 7.03. Amendments. Any and all provisions of these Bylaws may be altered or replealed and new Bylaws may be adopted at any annual meeting of the members, or at any special meeting called for that purpose.

Section 7.04. Consistency of Declaration, Articles of Incorporation and Bylaws. These Bylaws shall be construed and interpreted in a manner which is consistent with the terms and provisions of the Articles of Incorporation and the Declaration. The terms and provisions

of the Articles of Incorporation and the Declaration shall be controlling over any inconsistent provisions contained in these Bylaws.

Section 7.05. Captions and Cross References. The captions of articles, sections, and subsections of these Bylaws are for reference only and shall be disregarded in construing these Bylaws. Any reference in these Bylaws to a specified "Article" "Section", or "Subsection" shall be construed, unless otherwise explicitly stated, as referring, respectively to an article of these Bylaws, a section of these Bylaws or a subsection of the section of these Bylaws in which the reference appears.

Section 7.06. Gender The masculine gender, where used in these Bylaws, shall include the feminine and the neuter.

This is a full true and correct copy of the ByLaws of Columbia Commons. As in effect on October 20,1989.

John L. Morris

Sworn and Subscribed to before me this
20 day of October 1989

Stephanie E. Potts

Notary Public
My Commission Expires 7/1/90

STEPHANIE E. POTTS
NOTARY PUBLIC

LIBER 001 PAGE 386

MARYLAND HOMEOWNERS ASSOCIATION
ACT DISCLOSURE
RE: COLUMBIA COMMONS

Pursuant to Section 11B-105 (B) of the Maryland Homeowners Association Act, Liberty Land Development Corp.,certifies:

1) That the Declarant is Liberty Land Development Crop., a Maryland Corp. The principal office is at 25 Pacific Drive Lexington Park, Maryland 20653.

The Seller is Liberty Land Development Corp., a Maryland Corp., with the office at 25 Pacific Drive Lexington Park, Maryland 20653.

2) The Association is Columbia Commons Home Owners Association, Inc, a Maryland Corporation, the resident agent of which is John L. Morris.

3) The development into which you are buying is Columbia Commons as shown on a plat (Attachment "1"), identified as Columbia Commons. It consists of 5.8729 acres. There is presently an approved site plan for 48 units.

The common areas for Columbia Commons, based on present site plan approval will include open space and a parking area served by a public street. Utilities serving this unit and other units include water, sewer, electricity and telephones. These services are served by easements which are dedicated to public use.

4) This development is located in the Patauxent Park West Planned Unit Development. The Development Plan with amendments is on file with the Office of Planning and Zoning for St. Mary's County located at the Governmental Center, Leonardtown, Maryland.

5) Additional residential property and common area may be annexed to the property with the consent of two-thirds (2/3) of each class of members. Declaration, Article VI, Section 2.

6) Enclosed herewith and made a part of this disclosure are Declaration of Covenants, Conditions and Restriction (Attachment "2").

The purchaser and the Purchaser's tenants shall be obligated to the above documents and their provisions shall be enforceable against the temamt.

7) Enclosed is a copy of the Articles of Incorporation

(Attachment "3") and the By-Laws of Columbia Commons Home Owners Association, Inc. (Attachment "4").

8) The Association is managed by a Board of Directors elected by the lot owners. The basic premise of membership and voting rights is thay each lot has one vote, but the Developer maintains effective control during the early phases of the development through a class membership that gives the Developer three votes for each lot owned. The class membership ends December 31, 1997, notwithstanding the number of lots owned by the developer. See Articles of Incorporation, Article VI.

9) Other than the open common area, the parking and access areas and appurtenances thereto including but not limited to lighting, landscaping, and storm water maintenance facilities, there are no other facilities existing or now proposed to be owned, leased or maintained by the Homeowners Association.

Roads dedicated to public use and water and sewer facilities are built to County standards and specifications, are bonded and will be turned over to the County of the St. Mary's County Metropolitan Commission. Other streets, roads, common driveways, or parking areas within the common area are not built to any local government specifications.

10) Enclosed is a copy of the proposed budjet for the association. (Attachment "5").

11) There are no actual management contracts, employment contracts, or other contracts or agreements to which the Homeowners Association is now obligated. Any contract will be available at the offices of Liberty Land Development Corp.

12) As part of this disclosure you have received copies of the Declaration. In regard to certain, but not all, restrictions imposed, your attention is directed to:

a) Architectural Control of changes, design, color, landscaping and appearances, see Declaration, Article V, Section 1 and 2.

b) Occupancy density. None.

c) Kind, number, or use of vehicles: Declaration, Article VI, Section 1. Parking areas limited to family vehicles and excludes recreational vehicles, boats, trailers, and commercial vehicles larger than 3/4 ton.

d) Commercial Activity: Declaration, Article VI, Section 1 precludes any commercial use.

13) The estimated current fees or assessments to be paid by owners is $500.00. The service provided includes trash,lighting snow removal,water and common area mowing. Declarant will not be obligated to pay such fees until December 31,1997, unless the lot is improved by a unit for which a certificate of occupancy is issued.

14) The Homeowners Association is not mandated to maintain insurance but will maintain liability insurance. The lot owner is responsible for personal liability, fire and extended coverage for their personal protection.

15) The property is part of a Planned Unit Development. Information regarding zoning and other land use requirements are avaiable through the Office of Planning and Zoning. Governmental Center, Leonardtown, Maryland.

16) There will be no mortage on the property.

17) FEES AND ASSESSMENTS

I. The developer for each lot owned and each owner of any lot by acceptance of a deed is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements. Assessments begin upon conveyance of the first lot to an owner. Once a Use and Occupancy permit has been obtained for the dwelling erected on that lot.

II. Until January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment per lot shall be $600.00.

(a) From and after January 1 of the year immediately following the conveyance of the first lot to any owner, the maximum assessment for the previous year without a vote of the membership. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum provided for herein.

(b) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased above 5% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) Special assessments may be levied by the Association by the assent of two-thirds (2/3) of the votes of each class of members voting in person or by proxy at a meeting called for that purpose.

III. All fees and assessments, together with intrest, costs

and reasonable attorneys' fees will be collected as a personal debt and/or a lien on the property by appropriate legal procedure.

IV. Each such assessment, together with interest, costs, and reasonable attorneys' fees, shall be the personal obligations of the person who was the owner of such property at the time when the assessment fell due.

V. Unpaid fees and assessments will bear intrest at the rate of not less than 10% per annum.

VI. Unpaid fees and assessments, shall be collected and shall become a continuing lien upon the property against which each such assessment is made in accordance with the Maryland Contract Lien Act or such other appropriate law for the collection of any assessment and the establishment and enforcement of such liens.

VII. See I-VI above.

18) No sums of money are collected at settlement for contribution to the Homeowners' Association other than prorated fees or assessments.

19) Other than statutory warranties, No express warranties including express warranties on improvements on lots and common area, are given.

20) The Association or any other Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictive conditions, covenants, reservations, rules, regulations, liens and charges now or hereafter imposed by the Declarant.

21) The Declarant has the following rights:

I. The right to conduct construction activities within the development including blanket easements for streets, utilities of all types, the correction of drainage problems. See Section 1 of Article VI and Sections 3 and 4 of Article VII of the Declaration.

II. The developer is exempted from the Architectural Control provisions for the original structures or dwellings.

III. See 5 above.

22) There are no off-site amenities.

23) The developer will provide title insurance on the common area at the developer's expense.

In the event of a conflict in this statement and the documents, the documents shall govern.

COLUMBIA COMMONS ASSOCIATES

by: _____

LIBER 001 PAGE 390

HICKORY NUT OF WILDEWOOD ASSOCIATION, INC.

HOMEOWNER ASSOCIATION DISCLOSURE ACT

2:54PM01/22/90A HOMASC $50.00

1. NAME OF ASSOCIATION:

HICKORY NUT OF WILDEWOOD ASSOCIATION, INC.
Eighth Election District, St. Mary's County
California, Maryland 20619

DEVELOPER'S NAME:

Paragon Builders, Inc.
Smoke Hill - P. O. Box 750
California, Maryland 20619

MANAGEMENT OF THE ASSOCIATION:

The affiars of the Association are managed by the Board of Directors, who are elected by the membership.

2. DESCRIPTION OF PROPERTY OWNED:

0.6387 Acres of "Open Space" (Green area only). (See deed recorded in M.R.B. No. 343, folio 452, one of the Land Records of St. Mary's County, MD).

The Association does not lease or maintain any property other than the "open space" mentioned above.

3. ZONING AND LAND USE REQUIREMENTS:

See attached letter dated June 9, 1989 from the Department of Planning & Zoning.

4. ASSOCIATION FEES, AMOUNTS, DELINQUENCY CHARGES, AND ENFORCEMENT RIGHTS OF THE ASSOCIATION:

The assessment for the current fiscal year (1989) is $300.00 per lot per year.

See Article IV, "COVENANT FOR MAINTENANCE ASSESSMENTS BY THE ASSOCIATION" of the Declaration of Covenants, Conditions and Restrictions of Hickory Nut of Wildewood Association, Inc., which is recorded in M.R.B. No. 337, folio 196, one of the Land Records of St. Mary's County, Maryland, a copy of which is attached hereto.

5. SPECIAL RIGHTS OR EXEMPTIONS OF THE DEVELOPER FROM THE COMMUNITY'S RESTRICTIVE COVENANTS:

See Article VI, Section 4, Easement to Correct Drainage, of the Covenants, Conditions and Restrictions of Hickory Nut of Wildewood Association, Inc., a copy of which is attached hereto.

6. BY-LAWS

Copy of By-Laws of Hickory Nut of Wildewood Association, Inc. attached.

7. RULES

See copy of "Architectural Review Procedures and Regulations" for Hickory Nut of Wildewood Association, Inc. (copy attached) and also See Article V "ARCHITECTURAL CONTROL" of the Declaration of Covenants, Conditions and Restrictions of Hickory Nut of Wildewood Association, Inc., a copy of which is attached hereto.

LIBER 001 PAGE 392

ST. MARY'S COUNTY GOVERNMENT

P. O. BOX 653 • GOVERNMENTAL CENTER • LEONARDTOWN, MARYLAND 20650
(301) 475-5621

June 9, 1989

Hickory Nut of Wildewood Neighborhood Association
c/o P. O. Box 750
California, Maryland 20619

RE: Zoning and land use requirements

To Whom It May Concern:

In response to your request for a description of the zoning and permitted land use in the Hickory Nut Neighborhood of Wildewood Subdivision, this neighborhood is zoned PDR 3.5; that is, Planned Development Residential, allowing 3.5 dwelling units per acre. The residential land use allowed was determined through the development's approval process and relates specifically to Article 38.06 of the St. Mary's County Zoning Ordinance.

Please contact me if more detailed information is needed.

Sincerely yours,

Phil Shire
Plans Reviewer
Department of Planning & Zoning

PS:am

BOOK 337 PAGE 196 LIBER 001 PAGE 393

1:16PM02/20/87A C.& R. $42.00

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF HICKORY NUT OF WILDEWOOD ASSOCIATION, INC.

THIS DECLARATION, made and entered into this 17th day of February, 1987, by PARAGON BUILDERS, INC., a Maryland Corporation, hereinafter referred to as "Declarant":

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the County of St. Mary's, State of Maryland, which is more particularly described as part of Wildewood Neighborhoods Three and Four, Cluster Three and is shown on a Plat by Larry Day, Registered Professional Land Surveyor, entitled Hickory Nut of Wildewood, part of Neighborhoods Three and Four, Cluster Three - Plat One, said plat being recorded in Plat Liber M.R.B. No. 025, folio 117, among the Plat Records of St. Mary's County, Maryland, and more particularly described as follows:

BEGINNING at a point on the northwesterly side of Wildewood Parkway, 70 foot right-of-way, said point being the common corner of Parcel Three and Parcel Two as shown on Hickory Nut of Wildewood, Part of Neighborhoods Three and Four, Cluster Three - Plat Two as recorded among the Land Records of St. Mary's County, Maryland. Thence from said point of beginning and running with said Wildewood Parkway S 17 deg 23 min 05 sec E a distance of 285.00 feet to a point of curve; thence by the same by an arc of a circle curving to the right having a radius of 765.00 feet with an arc distance of 779.97 feet to a point of tangent; thence by the same S 41 deg 01 min 55 sec W a distance of 985.00 feet to a point; thence leaving said Wildewood Parkway and running N 48 deg 00 min 33 sec W a distance of 753.54 feet to a point; thence N 36 deg 52 min 12 sec W a distance of 500.00 feet to a point; thence N 25 deg 56 min 45 sec W a distance of 1074.28 feet to a point; thence N 79 deg 56 min 22 sec E a distance of 251.87 feet to a point; thence N 41 deg 02 min 15 sec E a distance of 726.11 feet to a point; thence running with said Parcel Three and Parcel Two S 37 deg 30 min 43 sec E a distance of 501.36 feet to a point; thence by the same S 68 deg 42 min 11 sec E a distance of 971.10 feet to a point; thence by the same N 72 deg 36 min 55 sec E a distance of 115.00 feet to a point at the place of beginning. CONTAINING 65.952 acres of land, more or less, and subject to any and all rights-of-ways and/or easements of record.

WHEREAS, Declarant desires to provide for the preservation and enhancement of the property values, amenities and opportunities in said community and for the maintenance of the properties and improvements thereon, and to this end desires to subject the real property described to easements, restrictions, covenants and conditions.

NOW, THEREFORE, Declarant hereby declares that all of the lots in the subdivision described above shall be held, sold and conveyed subject to the aforesaid "Covenants, Conditions and Restrictions" and to the following additional easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to the Hickory Nut of Wildewood Association, Inc., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entitites of a simple title to any lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

The metes and bounds description of the property initially subject to these Covenants, Conditions and Restrictions is set forth above.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners.

Section 5. "Architectural Control Committee" shall mean a Committee of the Association set up in accordance with Article V herein to ensure that buildings and structures built on the property and the maintenance thereof, shall meet adequate standards of design and appearance.

Section 6. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties with the exception of the Common Area.

Section 7. "Declarant" shall mean and refer to Paragon Builders, Inc., its successors and assigns if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the pupose of development.

ARTICLE II

HICKORY NUT OF WILDEWOOD ASSOCIATION, INC.

Section 1. Establishment of the Association. After the recording of this document, the Hickory Nut Wildewood Association, Inc., hereinafter the Association shall be established. Except as specified herein, the form, members, duties and responsibilities of the Association and certain other matters relating to it shall be as set forth in the Articles of Incorporation of this Association.

Section 2. Membership. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

Section 3. Voting Rights. The Association shall have two classes of voting membership:

Class A. Class A members shall be all owners, with the exception of the Declarant, and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earliest:

(a) When the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership, or

(b) On December 31, 1996

ARTICLE III

PROPERTY RIGHTS IN THE COMMON AREA

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to 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 such conditions as may be agreed to by the members, with the understanding that no such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of members has been recorded.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-laws of the Association, his right of enjoyment to the Common Area and facilities to the members of his family, including guests, his tenants, or contract purchasers who reside on the property.

Section 3. Obligations of the Association. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Area and all improvements thereon (including equipment related thereto), and shall keep the same in good, clean, attractive and sanitary conditions, order and repair in complaince with standards to be set by the Architectural Control Committee.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS BY THE ASSOCIATION

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest and late charges as determined by Association, costs and reasonable attorney's fees, shall be a continuing lien upon the property against which each such assessment is made upom compliance with applicable law related to the establishment and enforcement of such liens. Each such assessments, together with interest, costs, and reasonable attorney's fees, shall also be the

personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the properties and of the homes situated upon the properties, including but not limited to, costs involved in the enforcement of the Covenant's, Conditions and Restrictions, and for the improvement and maintenance of the Common Area.

Section 3. Maximum Annual Assessment. Until January 1, of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment per lot shall be Three Hundred Dollars ($300.00).

(a) From and after January 1 of the year immediately following the conveyance of the first lot to any Owner, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment may be increased above 5% by a vote of two-thirds of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum provided for herein.

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, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent by 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.

Section 5. Notice and Quorum for any Action Authorized under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 and 4 shall be sent to all members not less than 30 days, nor more than 60 days in advance of the meeting. At the first such

meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a monthly basis.

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 Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors 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 owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an Officer of the Association setting forth whether the assessments on a specified lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate determined by the Board of Directors but not less than ten percent (10%) per annum. The Association may bring an action at law against the owner personally obligated to pay the same. No 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. Subordination of the Lien to Mortgages and Deeds of Trust. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or deed of trust. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to foreclosure of a mortgage or deed of trust or any proceeding or transfer in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessment thereafter becoming due or from the lien thereof.

ARTICLE V

ARCHITECTURAL CONTROL

Section 1. No building, fence, wall or other structure (including, but not limited to, antennas) shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans, and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by an Architectural Control Committee composed of three (3) or more representatives appointed by the Class B membership. At such time as the Class B membership expires, the Board shall be appointed by the Board of Directors. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. The Arthitectural Control Committee shall regulate the external design, appearance, and location of the Properties and of improvements thereon in such a manner so as to preserve and enhance values and to maintain a harmonious relationship among structures and the natural vegetation and topography.

Section 2. No improvements, alterations, repairs, change of paint colors, excavations, changes in grade or other work which in any way alters the exterior of any Lot or the improvements located thereon from its natural or improved state existing on the date such Lot was first conveyed in fee by the Declarant to an Owner shall be made or done without the prior approval of the Architectural Control Committee.

ARTICLE VI

USE OF PROPERTY

Section 1. Protective Covenants.

(a) Residential use. All property designated for residential use shall be used, improved and devoted exclusively to residential use. Nothing herein shall be deemed to prevent the Owner from leasing a Living Unit, subject to all of the provisions of the Declaration.

(b) Nuisances. No nuisance shall be permitted to exist or operate upon any property so as to be detrimental to any other property in the vicinity thereof or to its occupants.

(c) Restriction on Further Subdivisions. No Lot upon which a Living Unit has been constructed shall be further subdivided or separated into smaller Lots by any Owner, and no portion less than all of any such Lot, nor any easement or other interest herein, shall be conveyed or transferred by an Owner, provided that this shall not prohibit deeds of correction, deeds to resolve boundary disputes, and similar corrective instruments.

(d) Other Restrictions. Upon conveyance of the first Lot to an Owner, the Architectural Control Committee shall adopt general rules to implement the purposes set forth in Article V, and interpret the covenants in this Section, including but not limited to rules to regulate animals, antennas, signs, parking and storage of automobiles and other vehicles, storage and use of boats and recreational vehicles, storage and use of machinery, use of outdoor drying lines, trash containers, planting, maintenance and removal of vegetation on the properties.

(e) Exceptions. The Architectural Control Committee may issue temporary permits to except any prohibitions expressed or implied by this Section, provided the Committee can show good cause and acts in accordance with adopted guidelines and procedures.

Section 2. Maintenance of Property. To the extent that exterior maintenance is not provided for in a Supplementary Declaration, each Owner shall keep all Lots owned by him, and all improvements therein or thereon, in good order and repair and free of debris including, but not limited to the seeding, watering and mowing of all lawns, the pruning and cutting of all trees and shrubbery and the painting (or other appropriate external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management. In the event an Owner of any Lot in the properties shall fail to maintain the premises and the improvements situated thereon, as provided herein, the Association, after notice to the Owner as provided in the By-Laws and approval by two-thirds (2/3) vote of the Board of Directors, shall have the right to enter upon said Lot to correct drainage and to repair, maintain and restore the Lot and the exterior of the buildings and any other improvements erected thereon. All costs related to such correction, repair or restoration shall become a Special Assessment upon such Lot.

Section 3. Utility Easements. There is hereby created a blanket easement upon, across, over, through, and under the above decribed property for ingress, egress, construction, installation, replacement, repair, and maintenance of all streets and parking lots, utility and service lines and systems including, but not limited to streets, parking, pedestrian walkways, water, sewers, gas, telephone, electricity, television, cable or communication lines and systems. By virtue of this easement it shall be expressly permissible for the Declarant or the providing utility or service company, with the approval of the Declarant, to complete construction of all contemplated improvements to the subject Lots and on adjacent Wildewood properties, install and maintain facilities and equipment on said property, to excavate for such purposes and to affix and maintain wires, circuits and conduits on, in and under the roofs and exterior walls of improvements thereon, providing such disturbed areas are restored to the condition in which they were found.

Section 4. Easement to Correct Drainage. For a period of ten (10) years from the date of conveyance of the first Lot, the Declarant reserves a blanket easement and right on, over and under the ground within any Lot within the Subdivision and the Common Area to maintain and to correct drainage of surface water in order to maintain reasonable standards of health, safety and appearance. Such right expressly includes the right to cut any trees, bushes, or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary, following which the Declarant shall restore the affected property to its original condition as near as practicable. The Declarant shall give reasonable notice of the intent to take such action to all affected Owners, unless in the opinion of the Declarant an emergency exists which precludes such notice.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner shall have the right to enforce, by any proceeding at Law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Association shall be entitled to recover all costs including a reasonable attorney's fee in the successful enforcement of these Coventnants, Conditions, and Restrictions.

Section 2. Severability. Invalidation of any one of these covenants, conditions and restrictions, or the conditions and restrictions by judgment or Court Order shall in no way affect any other provisions, each of which shall remain in full force and effect.

Section 3. Amendment. The Covenants, Conditions and Restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment shall be recorded.

Section 4. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.

Section 5. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration and/or the Veterans Administration: annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

Attest: _____
Secretary

by: PARAGON BUILDERS, INC.
_____
Edmund W. Wettengel, President

STATE OF MARYLAND, COUNTY OF ST. MARY'S, to wit:

I HEREBY CERTIFY, that on this 17th day of February, 1987, before me a Notary Public of the State and County aforesaid, personally appeared EDMUND W. WETTENGEL, President of Paragon Builders, Inc., and he acknowledged the foregoing Declaration of Covenants, Conditions, and Restrictions of Hickory Nut of Wildewood Association, Inc., to be his act, and the corporate act of the Corporation.

WITNESS my hand and Notarial Seal.

_____
Notary Public

My Commission Expires: 7/1/90

BY-LAWS

OF

HICKORY NUT OF WILDEWOOD ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION: The Name of the Corporation is HICKORY NUT OF WILDEWOOD ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the Corporation shall be located at: Box 347, St. Andrew's Church Road, California, Maryland 20619, but meetings of members and Directors may be held at such places within the State of Maryland as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to HICKORY NUT OF WILDEWOOD ASSOCIATION, INC., its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property (including the improvements thereto), owned by the Association for the common use and enjoyment of the Owners.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties with the exception of the Common Area. The term shall include a condominium living unit where such may occur.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entitites, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Declarant" shall mean and refer to Paragon Builders, Inc., its successors and assigns if such successors or assigns shall acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions and any Supplementary Declaration of Covenants, Conditions and Restrictions, applicable to the properties recorded in the Land Records of St. Mary's County, Maryland.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of seven (7) O'Clock P.M. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the President or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the Class "A" membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitles to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these

By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

Section 6. Voting. At any meeting of the members of the Association, each Class "A" member present, either in person or by proxy, shall have the right to cast one vote for each Class "A" membership of which he appears the owner on the books of the Association and never more than one vote for the membership. The Class "B" membership shall have the right to cast three votes for each Class "B" membership of which it appears the owner on the books of the Association and never more than three votes. The vote of the majority of those present, either in person or by proxy, shall decide any question brought before the meeting, unless the question is one upon which a different vote is required by express provision or of any applicable law of the State of Maryland or of the Articles of Incorporation or of these By-Laws or of the Declaration of Covenants, Conditions, and Restrictions.

Section 7. Suspension of Voting Privileges. No member shall be eligible to vote or to be elected to the Board of Directors who is shown on the books of the Association to be more than thirty (30) days delinquent in the payment of any assessments due to the Association.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE:

Section 1. Number. The affairs of this Association shall be managed by a Board of five (5) Directors.

Section 2. Term of Office. At the first annual meeting the members shall elect two Directors for a term of one year, two Directors for a term of two years and one Director for a term of three years. At the expiration of the initial term of office of each respective Director, his successor shall be elected to serve a term of three (3) years. The Directors shall hold office until their successors have been elected and hold their first meeting.

Section 3. Removal. Any Director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the Annual Meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each Annual Meeting of the members, to serve from the close of such Annual Meeting until the close of the next Annual Meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at

such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two Directors, after not less than three (3) days notice to each Director. However, attendance by a Director at any such special meeting shall constitute a waiver of notice.

Section 3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 4. Action Without Meeting. Any action by the Board of Directors required or permitted to be taken at any meeting may be taken without a meeting if all the members of the Board shall individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board.

Section 5. Executive Sessions. All meetings of the Board shall be open to observers, except the President may call the Board into executive session on matters of personnel or for hearings on infractions of published rules and regulations. Any action taken by the Board in executive session shall be recorded in the minutes of the association.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Director shall have the power to:

(a) Adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalities for the infraction thereof;

(b) Suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;

(c) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

(d) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors;

(e) Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties;

(f) Call a special meeting of the members whenever it deems the same to be necessary and whenever requested in writing so to do by at least twenty-five percent (25%) of the Class "A" membership;

(g) Elect and remove at pleasure all officers of the Association, reimburse them for expenses incurred in the performance of their duties, and require of them such security or fidelity bond as it may deem necessary or expedient;

(h) Engage and remove at pleasure all agents and employees of the Association upon such terms as the Board of Directors may determine;

(i) Establish, levy and collect the assessments referred to in Section 2(c) of this Article VII of these By-Laws.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting where such statement is required in writing by one-fourth (1/4) of the Class "A" members who are entitled to vote;

(b) Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) As more fully provided in the Declaration, to:

(1) Fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(2) Send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) Foreclose the lien against any property for which assessments are not paid within thirty (30) days after the due date or to bring an action at law against the owner personally obligated to pay the same.

(d) Issue, or to cause an appropriate office to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) Procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) Cause the Common Area to be maintained;

(h) Cause the exterior of the dwellings to be maintained.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Association shall be a President and Vice-President, who shall at all times be members of the Board of Directors, a Secretary, and a Treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of Officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the office he replaces.

Section 7. Multiple Officers. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

(a) The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds, contracts, notes, and other written instruments and shall have all the general powers and duties which are usually vested in the office of President of a corporation.

Vice President

(b) The Vice-President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

(c) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the Corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

(d) The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as are directed from time to time by resolution of the Board of Directors, provided, however, that a resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business; shall sign all checks and drafts of the Association; keep proper books of account; and shall prepare an annual budget and a statement of income and expenditures to be represented to the membership at this regular annual meeting, and deliver a copy of each to the members.

ARTICLE IX

COMMITTEES

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purposes.

ARTICLE X

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made upon compliance by the Association with the applicable law related to the establishment and enforcement of such liens. 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 determined by the Board of Directors but not less than ten percent (10%) per annum, and the Association may bring an action at law against the owner personnally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

ARTICLE XII

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: HICKORY NUT OF WILDEWOOD ASSOCIATION, INC. - Corporate Seal - Maryland 1986.

Corporate Seal

ARTICLE XIII

AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is Class "B" membership.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declation and these By-Laws, the Declation shall control.

ARTICLE XIV

MISCELLANEOUS

Section 1. Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of Incorporation.

Section 2. Audit. At the close of each fiscal year the books and records of the Association shall be audited by a Certified Public Accountant or other person acceptable to the Board of Directors, whose report will be prepared and certified in accordance with the requirements of the Board. Based upon such report, the Association shall furnish its members with an annual financial statement including the income and disbursements of the Association.

Section 3. Indemnification of Officers and Directors. Each officer and director of the Association in consideration of his services as such, shall be indemnified by the Association to the extent permitted by law against expenses and liabilities reasonably incurred by him in connection with the defense of any action, suit, or proceeding, civil or criminal, to which he may be a party by reason of being or having been a director or officer of the Association. The foregoing right of indemnification shall not be exclusive of any other rights to which the director or officer or person may be entitled by law, or agreement, or vote of the members, or otherwise.

IN WITNESS WHEREOF, We, being all the Directors of the HICKORY NUT OF WILDEWOOD ASSOCIATION, INC., have hereunto set our hands this 27th day of February, 1987.

_____(SEAL)
Edmund W. Wettengel

_____(SEAL)
Thomas E. Wettengel

_____(SEAL)
Michael A. Wettengel

_____(SEAL)
Everett D. Pinkerton

_____(SEAL)
John L. Brigham

CERTIFICATION

I, the undersigned, do hereby certify:

THAT, I am the duly elected and acting Secretary of the HICKORY NUT OF WILDEWOOD ASSOCIATION, INC., a Maryland Corporation; and

THAT the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 27th day of February, 1987.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 27th day of February, 1987.

Secretary

HICKORY NUT OF WILDEWOOD ASSOCIATION, INC.

ARCHITECTURAL REVIEW PROCEDURES AND REGULATIONS

ARTICLE I

PURPOSE AND ORGANIZATION

Section 1. Purpose. The Architectural control procedures and regulations included here are intended to encourage an attractive, convenient, and functional development in HICKORY NUT OF WILDEWOOD, (Part of Wildewood Neighborhoods Three and Four, Cluster Three - Plat Two), in order to preserve and enhance values and to maintain a harmonious relationship amoung structures and the natural vegetation and topography.

Section 2. The Architectural Control Committee. There is hereby created a HICKORY NUT OF WILDEWOOD ARCHITECTURAL CONTROL COMMITTEE. The Committee shall be composed of three or more members appointed initially by the Class "B" Membership and upon expiration of the Class "B" Membership, by the Board of Directors of HICKORY NUT OF WILDEWOOD ASSOCIATION, INC. The Committee shall serve for a term of two (2) years. The Committee or members of the Committee appointed by the Board of Directors shall serve at the pleasure of the Board of Directors. The Architectural Control Committee shall regulate the external design, appearance, location, and maintenance of properties and improvements thereon.

Section 3. Powers. No building, fence, wall, or other structure shall be commenced, erected, or maintained, nor shall any addition, change, or alteration to existing structures thereto be made until plans showing the nature, kind, shape, height, materials, and location of such structure shall have been submitted to and approved in writing by the Architectural Control Committee. Construction of such structure or alteration shall be undertaken only in accordance with plans approved in writing by the Committee.

ARTICLE II

ARCHITECTURAL REGULATIONS

Section 1. Height and Bulk. The height and general bulk of new structures and of additions to existing structures shall be similar to those of existing structures in the vicinity.

Section 2. Color. Exterior surfaces of all structures shall not be of discordant or garish colors and color uniformity of all units shall be maintained.

Section 3. Accessory Buildings. Accessory buildings shall be erected only in rear yards. Such buildings shall be of the same surface materials, styles and colors as the principal building on the lot, all colors to be approved by the Architectural Control Committee.

Section 4. Structures in Front Yards. No out-buildings shall be permitted in front yards.

Section 5. Radio and Television Antennas. Exterior radio and television antennas are not permitted.

Section 6. Storm/Screen Doors. It is recognized that preferences in this area may depend on whether or not a family has pets or children. The following options are allowed:

a) No storm/screen door.

b) A door with an interchangable half panel of glass or screen.

c) A door with an interchangable single panel of glass or screen.

Storm/screen doors will be brown only, will be plain and will be kept in good condition, i.e., no torn screens.

Section 7. Solar Panels. When placed in front or on side of building, these must be alike in type, size and placement, with no observable plumbing or pipes. When used in the rear of the building, less restrictive requirements may be possible; however, the requirement for no outside plumbing or pipes remains.

Section 8. House Numbers. House numbers shall be of solid brass material and shall be no less than three inches (3") and no greater than six inches (6") in height. The numbers shall be located to the side of the door and shall be arabic numbers.

ARTICLE III

CONVENIENT REGULATIONS

Section 1. Commercial Vehicles. No commercial vehicles larger than one-half ton shall be parked in any one parking space longer than 48 hours. No soliciting or services from a vehicle.

Section 2. Storgage of Vehicles, Trailers, Boats and Equipment. No recreational vehicle, mobile home, trailer, boat and recreational equipment, etc., shall be parked longer than 24 hours at any one time. The said recreational vehicle shall not be any larger than can be accommodated by an average-size parking space. The said vehicles shall not be occupied while in the parking space.

Section 3. Bicycles, Strollers, Baby Carriages and Like Kind and Size Toys. These items are not to be left in front of the units for storage purposes. They are not to be left in front of the units overnight.

Section 4. Trash. All trash left for pick-up must be confined to a trash can with a secure lid, not to exceed 30 gallons in size. The designated area for pick-up shall be at the rear of each unit.

Section 5. Drying/Clothes Lines. Drying lines are not permitted.

Section 6. Planting and Vegetation. All planting, vegetation, shrub pruning, lawn mowing, yard maintenance, parking lot maintenance, etc., shall be set by the Architectural Control Committee.

Section 7. Shrubs and Trees. Any proposed plan for planting must be submitted to the Architectural Control Committee to insure that the planting will enhance the appearance of the Cluster and maintain and enhance the natural environment. Except in the case of a detached dwelling on a quarter (1/4) acre lot, only rhododendrum, azaleas, mountain laurel, holly and dogwood may be planted on front or sides of the buildings. No annuals of any kind in the front or on the side of the buildings.

Plantings in the rear of the dwelling must be in pots or planters. Plants displayed on front porches shall be displayed in pots or planters. The number of pots and/or planters shall not exceed three and shall be of a material compatible with the total aspect of the complex. NO WINDOW BOXES will be permitted. The Board of Directors reserves the right of approval in all cases.

In the case of detached units on lots of a quarter (1/4) acre or greater, the Architectural Control Committee may approve other shrubs, trees and plantings, but the Committee reserves the right of approval in all cases.

Section 8. Wood Storage. Wood shall be neatly stacked and no wood shall be stacked in the front of the building.

Section 9. Animals. Animals shall not be permitted in the area of the playground.

ARTICLE IV

PROCEDURES

Section 1. Applications. Any property owner wishing to construct a new building or structure or to alter or make an addition to an existing structure in HICKORY NUT OF WILDEWOOD, must submit an application for approval of the design of the construction, alteration or addition to the Architectural Control Committee.

Section 2. Review and Approval. Within 30 calendar days after receipt of an application for design approval, the Architectural Control Committee shall reply to the application, request additional information or schedule a site visit. Thereafter, the Architectural Control Committee shall approve, disapprove, or approve with condition the design as submitted. In the event that the Committee fails to take one or these actions on the proposed design within 90 calendar days of receipt of the application, the application shall be deemed to have been approved.

Section 3. Required Submission for Design Review:

1) New Construction - Principal Building. For the original construction of a principal building on a lot, the submission shall include two copies of the following:

a) Lot Number and street address.

b) Architectural plans and elevations at a scale of 1/4 inch equals one foot, or larger.

c) Description and color samples of exterior surface materials and colors to be used.

d) A site plan for the lot and building at a scale of one inch equals forty feet or larger.

e) A landscaping plan, indicating locations of existing and proposed new planting.

2) Additions, Alterations, and Construction of Accessory Buildings or Structures. For the addition to or alteration of an existing structure or for the construction of a new accessory structure, the submission shall include two copies of the following:

a) Lot Number.

b) Architectural plans and elevations, if prepared, or a scaled sketch showing plan and elevation views of the proposed construction, at a scale of 1/4 inch equals one foot or larger.

c) Description of materials and color samples of exterior surface materials and colors to be used.

d) A site plan showing the location on the lot and the general dimensions of the proposed construction.

e) If the proposed construction will affect the landscaping of the lot, a description and/or sketch of the changes in landscaping proposed.

Section 5. Amendment of Regulations. The regulations and procedures may be amended from time to time by recommendations from the Architectural Control Committee to the Board of Directors of the Association and approval by the Board of Directors.

APPROVED this 28th day of November, 1988.

BOARD OF DIRECTORS
HICKORY NUT OF WILDEWOOD
ASSOCIATION, INC.

President

Vice President

Secretary/Treasurer

Member

Member

Del: Hickory Nut Assc. Inc
JAN 22, 1990 MARY R. BELL, CLERK

LIBER 001 PAGE 420

RECEIVED
'90 MAR 2 PM 1 32
STATE DEPT. OF
ASSESSMENTS & TAXATION

February 23 1990

COLUMBIA COMMONS HOME OWNERS ASSOCIATION, INC.

INFORMAL ACTION OF MEMBERS

THE UNDERSIGNED, constituting all of the Members of Columbia Commons Home Owners Association, Inc., a Maryland Corporation, (hereinafter referred to as the "Corporation"), do hereby take the actions below set forth, and to evidence their waiver of any right to dissent from such actions, do hereby consent as follows:

RESOLVED: THAT the amendment to the Articles of Incorporation as set forth in the form of the Articles of Amendment of the Corporation, attached hereto and incorporated by referenced herein, be and the same is hereby approved.

3:59PM03/07/90A HOMASC $15.00

RESOLVED: That the President of the Corporation is hereby authorized and directed to file with the State Department of Assessments and Taxation of Maryland Articles of Amendment in the form attached hereto and incorporated by reference herein, and the proper officers of the Corporation be and they are hereby authorized to take any and all action to execute, acknowledge, seal and file any and all instruments and documents deemed necessary or proper in connection therewith.

This Informal Action of Members may be executed in counterparts.

WITNESS THE EXECUTION HEREOF THE DAY AND YEAR FIRST ABOVE WRITTEN.

WITNESS:	MEMBERS
Stephanie E Potter	
Stephanie E Potter	
Stephanie E Potter	Deborah S. Miller

LIBER 001 FOLIO 421

February 23, 1990

COLUMBIA COMMONS HOME OWNERS ASSOCIATION, INC.

INFORMAL ACTION OF THE BOARD OF DIRECTORS

THE UNDERSIGNED, constituting all of the Directors of Columbia Commons Home Owners Association, Inc., a Maryland Corporation, (hereinafter referred to as the "Corporation"), do hereby take the actions below set forth, and to evidence their waiver of any right to dissent from such actions, do hereby consent as follows:

RESOLVED: THAT the amendment to the Articles of Incorporation as set forth in the form of the Articles of Amendment for the Corporation, attached hereto and incorporated by referenced herein, be and the same is hereby advised.

RESOLVED: That the Articles of Amendment be submitted for consideration by all of the members entitled to vote thereon at the next annual meeting of such stockholders.

RESOLVED: THAT the proper officers of the Corporation be and they are hereby authorized and directed in the name and on behalf of the Corporation to execute, acknowledge, seal and file with the State Department of Assessments and Taxation of Maryland such Articles of Amendment following the due approval thereof by the stockholders of the Corporation, and to take any and all other actions and to execute, acknowledge, seal and file any and all instruments and documents deemed necessary or proper in connection therewith.

This Informal Action of Directors may be executed in counterparts.

WITNESS THE EXECUTION HEREOF THE DAY AND YEAR FIRST ABOVE WRITTEN.

BOARD OF DIRECTORS

[redacted]

[redacted]

[redacted]

LIBER 001 PAGE 422

ARTICLES OF AMENDMENT
TO CHANGE THE NAME OF
COLUMBIA COMMONS HOME OWNERS ASSOCIATION, INC.

COLUMBIA COMMONS HOME OWNERS ASSOCIATION, INC., having its principal office at 25 Pacific Drive, Lexington Park, Maryland 20653 (hereinafter referred to as the "Association"), hereby certifies to the State Department of Assessments and Taxation of Maryland (The "Department"), that:

FIRST: The Charter of the Corporation is hereby amended to remove "Home Owners" from the Corporate name and from and after the date of acceptance of these Articles of Amendment by the Department, Article I of the Charter is hereby amended to change the corporate name as follows:

ARTICLE I

The name of the Corporation is COLUMBIA COMMONS ASSOCIATION, INC., hereinafter called the "Association".

SECOND: By written informal action, unanimously taken by the Board of Directors of the Corporation, and approved by the members of the association, the Board and members of the association duly approved said amendment.

In witness whereof, Columbia Commons Home Owners Association, Inc. has caused these presents to be signed in its name and on its behalf by its President and its corporate seal to be hereunto affixed and attested by its Secretary on this 23 day of Feb, 1990, and its President acknowledgges that these Articles of Amendment are the act and deed of Columbia Commons Home Owners Association, Inc., and under the penalties of perjury that the matters and facts set forth herein with respect to authorization and approval are true in all material respects to the best of his knowledge, information and belief.

ATTEST:

COLUMBIA COMMONS HOME OWNERS ASSOCIATION, INC.

Stephanie E Potts
SECRETARY - STEPHANIE E. POTTS

BY: [signature] (SEAL)
JOHN L. MORRIS, PRESIDENT

Mailed: Columbia Commons Home Owners Assoc. Inc.

MARY R. BELL, CLERK

MAR 7 1990

WILDEWOOD NEIGHBORHOOD TWO,
CLUSTER NUMBER ONE ASSOCIATION, INC.

COMMON AREA AND FACILITIES RULES AND REGULATIONS
JANUARY 1, 1990

(These Rules and Regulations are in effect as dated and supersede any previous Architectural Review Procedures and Guidelines.)

1:19PM03/30/90A HDNASC $50.00

ARTICLE I

PURPOSE AND ORGANIZATION

Section 1 - Purpose

The Common Area and Facilities Rules and Regulations included herein are intended to encourage attractive, convenient, and functional development in Wildewood Neighborhood Two, Cluster Number One, in order to preserve and enhance values and to maintain a harmonious relationship among structures and the natural vegetation and topography.

Section 2 - The Architectural Control Committee

There is hereby created a Wildewood Neighborhood Two, Cluster Number One, Architectural Control Committee. The Committee shall be composed of at least three members appointed by the Board of Directors of the Wildewood Neighborhood Two, Cluster Number One Association, and shall regulate the exterior design, appearance, location, and maintenance of properties and improvements thereon. The Committee shall serve at the pleasure of the Board. No member may serve jointly on both the Board of Directors and the Architectural Control Committee.

Section 3 - Responsibilities

Architectural Control Committee

The Architectural Control Committee shall approve in writing exterior alterations or additions to buildings, fences, walls or other structures. The Committee shall regulate improvements, alterations, repairs, change of paint colors, excavations, changes in grade or other work which in any way alters the exterior of any lot or the improvements located thereon from its natural or improved state. The committee shall notify the Board of Directors of alleged violations of these Rules and Regulations.

Owners

Owners are responsible for damage to the Common Area, penalties for violations of these Rules and Regulations, and all costs including a reasonable attorney's fee in the enforcement of the Rule and Regulations. Unless otherwise specified in individual sections, the penalty for each violation is set at a minimum of $2.(X) per day.

ARTICLE II

ARCHITECTURAL GUIDELINES

Section 1 - Height and Bulk

The height and general bulk of new structures and of additions to existing structures shall be similar to those of existing structures in the vicinity.

Section 2 - Exterior Painting and Staining

No exterior painting or staining shall be done without the approval of the Architectural Control Committee.

Section 3 - Accessory Buildings and Fences

No accessory buildings or fences of any kind shall be erected.

Section 4 - Planting and Vegetation

All lawn mowing, yard maintenance, parking lot maintenance, etc., shall be contracted by the Board. Any plantings added are the responsibility of individual homeowners, not the Association, and must be submitted to the Architectural Control Committee for approval prior to planting. These plants will be at the homeowner's expense. Plantings are to maintain a neat appearance and are not to exceed three (3) feet in height.

Section 5 - Window Screens and Storm/Screen Doors

Storm and screen windows/doors will be brown only and will be plain and are to be kept in good condition i.e. no torn screens or broken glass.

Section 6 - House Numbers and Signs

Changes in the style of house numbers must be approved by the Architectural Control Committee. Real Estate signs are permitted, however, no "name" signs (e.g. "The Smiths") are permitted.

Section 7 - Decorations

These regulations shall not be interpreted to prohibit the temporary display of season holiday decorations or displays, (e.g., Christmas decorations between December 1 and January 15).

ARTICLE III

REGULATIONS

Section 1 - Commercial Vehicles

Unless special authorization is made by the Board of Directors, trucks exceeding two and one-half (2 1/2) tons, gross weight, or with more than 2 axles, shall not be allowed to park on the premises except for reasons of moving maintenance, or the delivery of items to the owners.

Commercial vehicles, defined as any vehicle whose primary purpose is other than the private transportation of passengers, or which displays the name of a service or product on the vehicle, shall not be allowed to park on the premises.

Penalty for violation of this regulation is $5.00 per day.

Section 2 - Storage of Vehicles, Trailers, Boats and Equipment

No recreational vehicle, mobile home, trailer, boat or recreational equipment, etc. shall be parked longer than necessary for loading and unloading purposes. In no event shall this exceed 24 hours. No vehicle shall be larger than can be accommodated by an average size parking space. Inoperable vehicles shall not be parked more than one month. Penalty for violation of this regulation is $10.00 per day.

Section 3 - Parking

The Neighborhood Two, Cluster Number One, parking lot area is not to be used as a Park & Ride area for car poolers. Each unit is entitled to two (2) parking spaces one of which is reserved/assigned with allowances for six (6) visitor spaces. Attachment 1 is a diagram of the parking areas with the reserved parking assignments.

Section 4 - Vehicle Maintenance

Major overhauls of vehicles are not permitted. Repair and maintenance work which can not be completed in one day must be cleaned up and stowed out-of-sight.

Section 5 - Storage of Items in Front of Buildings

Bicycles, strollers, baby carriages, like kind and size toys and grills are not to be left in or on front of the units over 24 hours.

Section 6 - Trash

All trash left for pick-up must be bagged or bagged and confined to a non-metallic trash can with a secure lid, not to exceed 30 gallons in size. Bagged trash should not be left out for more than 24 hours. No loose trash in containers will be picked up. Trash will be picked up at the rear of each unit.

Section 7 - Drying/Clothes Lines.

Drying/clothes lines are not permitted.

Section 8 - Radio and Television Antennas

Exterior antennas of any sort are not permitted.

Section 9 - Air Conditioners

The Architectural Control Committee must approve the installation of all window or "through-wall" air conditioners. No air conditioners visible from common association land are permitted.

Section 10 - Solar Panels

No solar panels are allowed.

Section 11 - Wood Storage

Each resident may stack wood neatly in the wooded area directly behind the unit. No wood storage is permitted within 20 feet of buildings or wooden decks. Wood boxes on decks are not permitted. These restrictions are necessary in order to prevent "termite invasion" into the structure of the homes. Penalty for violation of this regulation is $10.00 per day.

Section 12 - Animal Control

Dog control must be in accordance with the Code of St. Mary's County, Section 212. Additional animal regulations are: (1) The owner is responsible to clean up any animal waste. (2) Animals cannot be tied up outside. Penalty for violation of the additional regulations are $5.00 per day.

ARTICLE IV

PROCEDURES

Section 1 - Applications

Any homeowner wishing to alter or make an addition to an existing structure in Wildewood Neighborhood Two, Cluster Number One, must submit an application for approval of the design of the alteration or addition to the Architectural Review Committee. Attachment 2 is a blank of the application to be submitted.

Section 2 - Review and Approval

Within 30 calendar days after receipt of an application for design approval, the Architectural Control Committee shall reply to the application, request additional information or schedule a site visit. Thereafter the Architectural Control Committee shall approve, disapprove, or approve with condition, the design as submitted. In the event that the committee fails to take one of these actions on the proposed design within 30 calendar days after receipt of the application, the application shall be deemed to have been approved.

Section 3 - Required Submission for Design Review

For the addition to, alteration of, painting or staining of an existing structure; or the planting of vegetation, the homeowner shall submit two (2) copies of the application form in Attachment 2 with the following information:

a) lot number and homeowner's name
b) architectural plans and elevations, if prepared, or a scaled sketch showing plan and elevation views at a suitable scale (not required for painting proposals.
c) description of and samples of materials to be used, color of exterior surfaces will be determined by the Architectural Control Committee.
d) description and /or sketch of the changes in landscaping if the proposed alteration or addition will affect the landscaping or topography of the lot.

Section 4 - Enforcement of Rules and Regulations

The Architectural Control Committee shall notify the Board of Directors of alleged violations. This notification shall include:
(a) Article and Section number of alleged violation.
(b) Unit number and name of persons involved, if known.
(c) Date(s) of occurrence.
(d) Relief requested.
The Board of Directors shall send a letter, certified mail return receipt requested, notifying the owner of the alleged violation, the penalty therefore, and action requested. The owner shall have 30 days to correct the violation and shall have the right to respond by letter or appear in person at a meeting of the Board of Directors.

If the violation is not corrected within 30 days, or if the Board fails to grant a waiver, the Board shall notify the owner by certified mail, return receipt requested, of the effective date of the Association's lien against the property in accordance with Article IV (b) of the Articles of Incorporation of the Association.

Section 5 - Amendment of Regulations

These Rules and Regulations may be amended from time to time by recommendations from the Architectural Control Committee to and approval by the Board of Directors and approval by the majority of a quorum of the homeowners.

In the case of any conflict between the By-Laws and these Rules and Regulations, the By-Laws shall control.

BY-LAWS
OF
WILDEWOOD NEIGHBORHOOD TWO
CLUSTER NUMBER ONE ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION: The Name of the Corporation is WILDEWOOD NEIGHBORHOOD TWO, CLUSTER NUMBER ONE ASSOCIATION, INC. hereinafter referred to as the "Association." The principal office of the Corporation shall be located at: 234 Wildewood Boulevard, California, Maryland 20619, but meetings of members and Directors may be held at such places within the State of Maryland as may be designated by the Board of Directors

ARTICLE II
DEFINITIONS

Section 1. "Association" shall mean and refer to WILDEWOOD NEIGHBORHOOD TWO, CLUSTER NUMBER ONE ASSOCIATION, INC., its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties with the exception of the Common Area. The term shall include a condominium living unit where such may occur.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation

Section 6. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions and any Supplementary Declaration of Covenants, Conditions and Restrictions, applicable to the properties recorded in the Land Record of St. Mary's County, Maryland.

Section 7. "Member" shall mean and refer to those person entitled to membership as provided in the Declaration.

ARTICLE III
MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held during the month of October of each year thereafter, no later than the hour of eight (8) o'clock, P.M.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the President or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the Class "A" membership.

Section 3. Notice of Meetings. written notice of each meeting of the members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, 50 percent of the votes of the members entitled to vote shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

Section 6. Voting. At any meeting of the members of the Association, each member present, either in person or by proxy, shall have the right to cast one vote for each membership of which he appears the owner on the books of the Association and never more than one vote for that membership. The vote of the majority of those present, either in person or by ; proxy, shall decide any question brought before the meeting, unless the

question is one upon which a different vote is required by express provision of any applicable law of the State of Maryland or of the Articles of Incorporation or of these By-Laws or of the Declaration of Covenants, Conditions, and Restrictions.

Section 7. Suspension of Voting Privileges. No member shall be eligible to vote or to be elected to the Board of Directors who is shown on the books of the Association to be more than thirty (30) days delinquent in the payment of any assessments due the Association.

ARTICLE IV
BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE:

Section 1. Number. The affairs of this Association shall be managed by a Board of five (5) Directors.

Section 2. Term of Office. At the first annual meeting the members shall elect two Directors for a term of one year, two Directors for a term of two years and one Director for a term of three years. At the expiration of the initial term of office of each respective Director, his successor shall be elected to serve a term of three (3) years. The Directors shall hold office until their successors have been elected and hold their first meeting.

Section 3. Removal. Any Director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without A Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE V
NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two more members of the Association. The Nominating Committee shall be appointed , by the Board of Directors prior to each annual

meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI
MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two Directors, after not less than three (3) days notice to each Director. However, attendance by a Director at any such special meeting shall constitute a waiver of notice.

Section 3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Director present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 4. Action Without Meeting. Any action by the Board of Directors required or permitted to be taken at any meeting may be taken without a meeting if all the members of the Board shall individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board.

Section 5. Executive Sessions. All meetings of the Board shall be open to observers, except the President may call the Board into executive session on matters of personnel or for hearings on infractions of published rules and regulations. Any action taken by the Board in executive session shall be recorded in the minutes of the Association.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

(a) Adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) Suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;

(c) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

(d) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors;

(e) Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties;

(f) Call a special meeting of the members whenever it deems, the same to be necessary and whenever requested in writing so to do by at least twenty-five per cent (25%) of the membership;

(g) Elect and remove at pleasure all officers of the Association, reimburse them for expenses incurred in the performance of their duties, and require of them such security or fidelity bond as it may deem necessary or expedient;

(h) Engage and remove at pleasure all agents and employees of the Association upon such terms as the Board of Directors may determine;

(i) Establish, levy and collect the assessments referred to in Section 2(c) of this Article VII of these By-Laws.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the members who are entitled to vote;

(b) Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) As more fully provided in the Declaration, to:

(1) Fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(2) Send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) Foreclose the lien against any property for which assessments are not paid within thirty (30) days after the due date or to bring an action at law against the owner personally obligated to pay the same.

(d) Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) Procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) Cause the Common Area to be maintained;

(h) Cause the exterior of the dwellings to be maintained.

ARTICLE VIII
OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Association shall be a President and Vice-President, who shall at all times be members of the Board of Directors, a Secretary, and a Treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of Officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Officers. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

(a) The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds, contracts, notes, and other written instruments and shall have all the general powers and duties which are usually vested in the office of President of a corporation.

Vice-President

(b) The Vice-President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

(c) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the board.

Treasurer

(d) The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as are directed from time to time by resolution of the Board of Directors, provided, however, that a resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business; shall sign all checks and drafts of the Association; keep proper books of account; and shall prepare an annual budget and a statement of income and expenditures to be represented to the membership at this regular annual meeting, and deliver a copy of each to the members.

ARTICLE IX
COMMITTEES

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purposes.

ARTICLE X
BOOKS AND RECORDS

Section 1. Member accessibility. The Declaration, the Articles of Incorporation, By-laws of the Association, Common Area and Facilities Rules and Regulations, books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost. In addition, the By-Laws of the Association, and the Common Area and Facilities Rules and Regulations shall be available for inspection by any member at the homeowners association depository in the office of the Clerk of the Circuit Court for St. Mary's County, Leonardtown, Maryland.

Section 2. Member's responsibility. When a member sells or rents his property it is the responsibility of that member to pass to the buyer or renter copies of the Declaration, the Articles of Incorporation, the By-Laws of the Association, and the Common Area and Facilities Rules and Regulations.

ARTICLE XI
ASSESSMENTS

Section 1. Annual assessments. As more fully provided in the Declaration, each member is obligated to pay to the Association annual assessments which are secured

by a continuing lien upon the property against which the assessment is made. The annual assessments are payable monthly and 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 a ten dollar ($10.00) late fee from the date of delinquency, and the Association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the property, and, interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

Section 2. Special assessments. As more fully provided in the Declaration, each member is obligated to pay to the Association special assessments which are secured by a continuing lien upon the property against which the assessment is made. The due date for payment of special assessments will be established by the Board of Directors and 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 fifteen per cent (15%) per annum, and the Association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the property, and, interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

ARTICLE XII
CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: WILDEWOOD NEIGHBORHOOD TWO, CLUSTER NUMBER ONE ASSOCIATION, INC. - Corporate Seal - Maryland - 1980.

ARTICLE XIII
AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of 60% of the members entitled to vote in person or by proxy.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XIV
MISCELLANEOUS

Section 1. Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end of the 31st day of December of every year, except that the first fiscal year shall begin on the date of Incorporation.

Section 2. Audit. At the close of each fiscal year the books and records of the Association shall be audited by a Certified Public Accountant or other person acceptable to the Board of Directors, whose report will be prepared and certified in accordance with the requirements of the Board. Based upon such report, the Association shall furnish its members with an annual financial statement including the income and disbursements of the Association.

Section 3. Indemnification of Officers and Directors. Each officer and director of the Association in consideration of his services as such, shall be indemnified by the Association to the extent permitted by law against expenses and liabilities reasonably incurred by him in connection with the defense of any action, suit, or proceeding, civil or criminal, to which he may be a party by reason of being or having been a director or officer of the Association. The foregoing right of indemnification shall not be exclusive of any other rights to which the director or officer or person may be entitled by law, or agreement, or vote of the members, or otherwise.

Section 4. Members who are leasing their units are responsible for any, and all, fines, and/or fees,imposed by the Board of Directors for violations against the Wildewood Neighborhood Two, Cluster Number One Association, Inc. as set forth in the Articles of Incorporation or the Declaration of Covenants, Conditions and Restrictions or the By-Laws of the Association or the Common Area and Facilities Rules and Regulations, which result from his tenant's actions.

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IN WITNESS WHEREOF, We, being all the Directors of the WILDEWOOD NEIGHBORHOOD TWO, CLUSTER NUMBER ONE ASSOCIATION, INC. have hereunto set our hands this 2nd day of January, 1990.

Christopher M. Clark (SEAL)

(SEAL)

Doris Jean Bell (SEAL)

(SEAL)

(SEAL)

CERTIFICATION

I, the undersigned, do hereby certify:

THAT, I am the duly elected and acting Secretary of the WILDEWOOD NEIGHBORHOOD TWO, CLUSTER NUMBER ONE ASSOCIATION, INC. a Maryland Corporation; and

THAT the foregoing By-Laws constitute the By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 11th day of December, 1989.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 3rd day of January, 1990.

Secretary

11

Dep. Wildewood Neighborhood Two (per mail)

APR 3 1990

MARY R. BELL, CLERK

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BY-LAWS

OF

WILDEWOOD NEIGHBORHOOD TWO

CLUSTER NUMBER SIX ASSOCIATION, INC.

11:15AM04/04/900 HOWASC $50.00

ARTICLE I

NAME AND LOCATION: The Name of the Corporation is WILDEWOOD NEIGHBORHOOD TWO, CLUSTER NUMBER SIX ASSOCIATION, INC. hereinafter referred to as the "Association". The principal office of the Corporation shall be located at: Box 347, St. Andrew's Church Road, California, Maryland 20619, but meetings of members and Directors may be held at such places within the State of Maryland as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to WILDEWOOD NEIGHBORHOOD TWO, CLUSTER NUMBER SIX ASSOCIATION, INC., its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties with the exception of the Common Area. The term shall include a condominium living unit where such may occur.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entitites, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Declarant" shall mean and refer to Paragon Builders, Inc., its successors and assigns if such successors or assigns shall acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions and any Supplementary Declaration of Covenants, Conditions and Restrictions, applicable to the properties recorded in the Land Records of St. Mary's County, Maryland.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of seven (7) O'Clock P.M. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the President or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the Class "A" membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitles to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

Section 6. Voting. At any meeting of the members of the Association, each Class "A" member present, either in person or by proxy, shall have the right to cast one vote for each Class "A" membership of which he appears the owner on the books of the Association and never more than one vote for the membership. The Class "B" membership shall have the right to cast three votes for each Class "B" membership of which it appears the owner on the books of the Association and never more than three votes. The vote of the majority of those present, either in person or by proxy, shall decide any question brought before the meeting, unless the question is one upon which a different vote is required by express provision or of any applicable law of the State of Maryland or of the Articles of Incorporation or of these By-Laws or of the Declaration of Covenants, Conditions, and Restrictions.

Section 7. Suspension of Voting Privileges. No member shall be eligible to vote or to be elected to the Board of Directors who is shown on the books of the Association to be more than thirty (30) days delinquent in the payment of any assessments due to the Association.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE:

Section 1. Number. The affairs of this Association shall be managed by a Board of five (5) Directors.

Section 2. Term of Office. At the first annual meeting the members shall elect two Directors for a term of one year, two Directors for a term of two years and one Director for a term of three years. At the expiration of the initial term of

office of each respective Director, his successor shall be elected to serve a term of three (3) years. The Directors shall hold office until their successors have been elected and hold their first meeting.

Section 3. Removal. Any Director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the Annual Meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each Annual Meeting of the Members, to serve from the close of such Annual Meeting until the close of the next Annual Meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two Directors, after not less than three (3) days notice to each Director. However, attendance by a Director at any such special meeting shall constitute a waiver of notice.

Section 3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 4. Action Without Meeting. Any action by the Board of Directors required or permitted to be taken at any meeting may be taken without a meeting if all the members of the Board shall individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board.

Section 5. Executive Sessions. All meetings of the Board shall be open to observers, except the President may call the Board into executive session on matters of personnel or for hearings on infractions of published rules and regulations. Any action taken by the Board in executive session shall be recorded in the minutes of the association.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Director shall have the power to:

(a) Adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalities for the infraction thereof;

(b) Suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;

(c) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

(d) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors;

(e) Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties;

(f) Call a special meeting of the members whenever it deems the same to be necessary and whenever requested in writing so to do by at least twenty-five percent (25%) of the Class "A" membership;

(g) Elect and remove at pleasure all officers of the Association, reimburse them for expenses incurred in the performance of their duties, and require of them such security or fidelity bond as it may deem necessary or expedient;

(h) Engage and remove at pleasure all agents and employees of the Association upon such terms as the Board of Directors may determine;

(i) Establish, levy and collect the assessments referred to in Section 2(c) of this Article VII of these By-Laws.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting where such statement is required in writing by one-fourth (1/4) of the Class "A" members who are entitled to vote;

(b) Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) As more fully provided in the Declaration, to:

(1)Fix the amount of the annual assessment against eachLot at least thirty (30) days in advance of each annual assessment period;

(2) Send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) Foreclose the lien against any property for which assessments are not paid within thirty (30) days after the due date or to bring an action at law against the owner personally obligated to pay the same.

(d) Issue, or to cause an appropriate office to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reaonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) Procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) Cause the Common Area to be maintained;

(h) Cause the exterior of the dwellings to be maintained.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Association shall be a President and Vice-President, who shall at all times be members of the Board of Directors, a Secretary, and a Treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of Officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

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Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effecti[redacted]

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the office he replaces.

Section 7. Multiple Officers. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

(a) The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds, contracts, notes, and other written instruments and shall have all the general powers and duties which are usually vested in the office of President of a corporation.

Vice President

(b) The Vice-President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

(c) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the Corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

(d) The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as are directed from time to time by resolution of the Board of Directors, provided, however, that a resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business; shall sign all checks and drafts of the Association; keep proper books of account; and shall prepare an annual budget and a statement of income and expenditures to be represented to the membership at this regular annual meeting, and deliver a copy of each to the members.

ARTICLE IX

COMMITTEES

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purposes.

ARTICLE X

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. 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 ten percent (10%) per annum, and the Association may bring an action at law against the owner personnally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

ARTICLE XII

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: WILDEWOOD NEIGHBORHOOD TWO, CLUSTER NUMBER SIX ASSOCIATION, INC. - Corporate Seal - Maryland 1984.

Corporate Seal

ARTICLE XIII

AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is Class "B" membership.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declation and these By-Laws, the Declation shall control.

ARTICLE XIV

MISCELLANEOUS

Section 1. Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of Incorporation.

Section 2. Audit. At the close of each fiscal year the books and records of the Association shall be audited by a Certified Public Accountant or other person acceptable to the Board of Directors, whose report will be prepared and certified in accordance with the requirements of the Board. Based upon such report, the Association shall furnish its members with an annual financial statement including the income and disbursements of the Association.

Section 3. Indemnification of Officers and Directors. Each officer and director of the Association in consideration of his services as such, shall be indemnified by the Association to the extent permitted by law against expenses and liabilities reasonably incurred by him in connection with the defense of any action, suit, or proceeding, civil or criminal, to which he may be a party by reason of being or having been a director or officer of the Association. The foregoing right of indemnification shall not be exclusive of any other rights to which the director or officer or person may be entitled by law, or agreement, or vote of the members, or otherwise.

IN WITNESS WHEREOF, We, being all the Directors of the WILDEWOOD NEIGHBORHOOD TWO, CLUSTER NUMBER SIX ASSOCIATION, Inc., have hereunto set our hands this 10th day of January, 1985.

_____ (SEAL)
Edmund W. Wettengel

_____ (SEAL)
Thomas E. Wettengel

_____ (SEAL)
Michael A. Wettengel

_____ (SEAL)
Mary L. Casado

_____ (SEAL)
John L. Cox

LIBER 1001 PAGE 450

CERTIFICATION

I, the undersigned, do hereby certify:

THAT, I am the duly elected and acting Secretary of the WILDEWOOD NEIGHBORHOOD TWO, CLUSTER NUMBER SIX ASSOCIATION, INC., a Maryland Corporation; and

THAT the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 10th day of January, 1985.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 10th day of January, 1985.

Mary A. Secretary

AMENDMENT ONE TO THE BY-LAWS
OF WILDEWOOD NEIGHBORHOOD THREE
CLUSTER NUMBER TWO ASSOCIATION, INC.

Amended at the annual meeting on February 24, 1987 as voted and approved by the membership.

ARTICLE I NOW READS:

NAME AND LOCATION: The Name of the Corporation is Scotch Pine Association, Inc. hereinafter referred to as the "Association". The principal office of the Corporation shall be located at 22 Scotch Pine Court, California, Maryland 20619, but meetings of members and Directors may be held at such places within the State of Maryland as may be designated by the Board of Directors.

ARTICLE III SECTION 1 NOW READS:

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on October 22 each year at the hour of seven (7) O'Clock P.M. If the day for the annual meeting of the members is a legal holiday or a weekend, the meeting will be held at the same hour on the first day following such a day.

ARTICLE IV SECTION 2 NOW READS:

Section 2. Term of Office. At the first annual meeting the members shall elect two Directors for a term of one year, two Directors for a term of two years and one Director for a term of three years. At the expiration of the initial term of office of each respective Director, his successor shall be elected to serve a term of two (2) years. The Directors shall hold office until their successors have been elected and hold their first meeting.

ARTICLE VI SECTION 1 NOW READS:

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held quarterly without notice, at such place and hour as may be fixed from time to time by the resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

LIBER 601 PAGE 452

BOOK 193 PAGE 379

DECLARATION

OF COVENANTS, CONDITIONS AND RESTRICTIONS

OF

WILDEWOOD NEIGHBORHOOD THREE, CLUSTER NUMBER TWO, PHASE FOUR.

THIS DECLARATION, made on the date hereinafter set forth by PARAGON BUILDERS, INC., hereinafter referred to as "Declarant."

W I T N E S S E T H :

WHEREAS, Declarant is the owner of certain property in the County of St. Mary's, State of Maryland, which is more particularly described as Wildewood Neighborhood Three, Cluster Number Two, Plat Twenty-Seven, Holly Hill of Wildewood, and is shown on the plat by D. H. Steffens Company, recorded in Plat Liber MRB No. 021, folio 114 in the Plat Records of St. Mary's County, Maryland. and such other land as is included in Exhibit "A".

WHEREAS, Declarant desires to provide for the preservation and enhancement of the property values, amenities and opportunities in said community and for the maintenance of the properties and improvements thereon, and to this end desires to subject the real property described to easements, restrictions, covenants and conditions.

NOW THEREFORE, Declarant hereby declares that all of the lots in the subdivision and such other land as included in Exhibit "A" described above shall be held, sold and conveyed subject to the aforesaid "Covenants, Conditions and Restrictions" and to the following additional easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

12:37PM09/14/848 C.A.R. $37.00

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to the Wildewood Neighborhood Three, CLuster Two, Phase Four Association, Inc., its successors and assigns, to be formed.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of any obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

The metes and bounds description of the property initially subject to these Covenants, Conditions and Restrictions is set forth in Exhibit "A", attached hereto and made a part hereof by reference.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners.

Section 5. "Architectural Control Committee" shall mean a committee of the Association set up in accordance with Article V herein to ensure that buildings and structures built on the property and the maintenance thereof, shall meet adequate standards of design and appearance.

Section 6. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties with the exception of the Common Area.

Section 7. "Declarant" shall mean and refer to Paragon Builders, Inc., its successors and assigns if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

ARTICLE II

WILDEWOOD NEIGHBORHOOD THREE, CLUSTER NUMBER TWO, PHASE FOUR ASSOCIATION

Section 1. Establishement of the Association. After the recording of this document, the Wildewood Neighborhood Three, Cluster Two, Phase Four Association, Inc. hereinafter the Association, shall be established. Except as specified herein, the form, members, duties and responsibilities of the Association and certain other matters relating to it shall be as set forth in the Articles of Incorporation of the Association.

Section 2. Membership. Every owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtent to and may not be separated from ownership of any Lot which is subject to assessment.

Section 3. Voting Rights. The Association shall have two classes of voting membership:

Class "A". Class "A" members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for each Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) When the total votes outstanding on the Class A membership equals the total votes outstanding in the Class B membership, or

(b) on July 1, 1990.

ARTICLE III

PROPERTY RIGHTS IN THE COMMON AREA

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to 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, with the understanding that no such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer assigned by two-thirds (2/3) of each class of members has been recorded.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws of the Association, his right of enjoyment to the Common Area and facilities to the members of his family, including guests, his tenants, or contract purchasers who reside on the property.

Section 3. Obligation of the Association. The Association, subject to the rights of the owners set forth in this Declaration, shall be responsible for the exclusion management and control of the Common Area and all improvements thereon (including equipment related thereto), and shall keep the same in good, clean, attractive and sanitary conditions, order and repair in compliance with standards to be set by the Agriculture Control Committee.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS BY THE ASSOCIATION

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby convenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessmentsshall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessment. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the properties and of the homes situated upon the properties, including but not limited to, costs involved in the enforcement of the Covenants, Conditions and Restrictions, and for the improvement and maintenance of the Common Area, including but not limited to the maintenance of Holly Hill Lane, Holly Hill Circle, other streets, lanes and ways within the subject land area, should the same not come under public ownership.

Section 3. Maximum Annual Assessment. Until January 1, of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment per lot shall be THREE HUNDRED DOLLARS ($300.00).

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to any Owner, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 5% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum provided for herein.

Section 4. Special Assessment 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 purposes of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and presonal property related thereto, provided that any such assessment shall have the assent by 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.

Section 5. Notice and Quorum for any Action Authorized under Sections 3 and 4. Written notice or any meeting called for the purpose of taking any action authorized under Section 3 and 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a monthly basis.

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 Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors 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 owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an Officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. The Association may bring an action at law against the owner personally obligated to pay the same. No 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. Subordination of the Lien to Mortgages and Deeds of Trust. The lien or the assessments provided for herein shall be subordinate to the lien of any first mortgage or deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to foreclosure of a mortgage or deed of trust or any proceeding or transfer in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessment thereafter becoming due or from the lien thereof.

ARTICLE V

ARCHITECTURAL CONTROL

Section 1. No building, fence, wall or other structure (including but not limited to, antenna) shall be commenced, erected or maintained upon the properties, nor shall any exterior addition to or change or alteration therein be made until the plans, and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by an Architectural Control Committee composed of three (3) or more representatives appointed by the Class"B" membership. At such time as the Class B membership expires, the Board shall be appointed by the Board of Directors. In the event said Board or its designated Committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. The Architectural Control Committee shall regulate the external design, appearance, and location of the Properties and of improvements thereon in such a manner so as to preserve and enhance values and to maintain a harmonious relationship among structures and the natural vegetation and topography.

Section 2. No improvements, alterations, repairs, change or paint colors, excavations, changes in grade or other work which in any way alters the exterior of any Lot or the improvements located thereon from its natural or improved state existing on the date such Lot was first conveyed in fee by the Declarant to an owner shall be made or done without the prior approval of the Architectural Control Committee.

ARTICLE VI

USE OF PROPERTY

Section 1. Protective Covenants.

(a) Residential Use. All property designated for residential use shall be used, improved and devoted exclusively to residential use. Nothing herein shall be deemed to prevent the owner from leasing a living unit, subject to all of the provisions of the Declaration.

(b) Nuisances. No nuisance shall be permitted to exist or operate upon any property so as to be detrimental to any other property in the vicinity thereof or to its occupants.

(c) Restriction on Further Subdivision. No lot upon which a living unit has been constructed shall be further subdivided or separated into smaller lots by

any owner, and no portion less than all of any such lot, nor any easement or other interest herein, shall be conveyed or transferred by an owner, provided that this shall not prohibit deeds of correction, deeds to resolve boundary disputes, and similar corrective instruments.

(d) Other Restrictions. Upon conveyance of the first lot to an owner, the Architectural Control Committee shall adopt general rules to implement the purposesset forth in Article V, and interpret the covenants in this Section, including but not limited to rules to regulate animals, antennas, signs, parking and storage of automobiles and other vehicles, storage and use of boats and recreational vehicles, storage and use of machinery, use of outdoor drying lines, trash containers, planting, maintenance and removal of vegetation on the properties.

Section 2. Maintenance of Property. To the extent that exterior maintenance is not provided for in a Supplementary Declaration, each owner shall keep all lots owned by him, and all improvements therein or thereon, in good order and repair and free of debris including, but not limited to the seeding, watering, and mowing of all lawns, the pruning and cutting of all trees and shrubbery and the painting (or other appropriate external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management. In the event an owner of any lot in the properties shall fail to maintain the premises and the improvements situated thereon, as provided herein, the Association, after notice to the owner as provided in the By-Laws and approval by two-thirds (2/3) vote of the Board of Directors, shall have the right to enter upon said lot to correct drainage and to repair, maintain and restore the lot and the exterior of the buildings and any other improvements erected thereon. All costs related to such correction, repair or restoration shall become a Special Assessment upon such lot.

Section 3. Utility Easements. There is hereby created a blanket easement upon, across, over, through, and under the above-described property for ingress, egress, construction, installation, replacement, repair, and maintenance of all streets and parking lots, utility and service lines and systems including, but not limited to streets, parking, pedestrian walkways, water, sewers, gas, telephones, electricity, television, cable or communication lines and systems. By virtue of this easement it shall be expressly permissable for the Declarant or the providing utility or service company, with the approval of the Declarant, to complete construction of all contemplated improvements to the subjuect lots, install and maintain facilities and equipment on said property, to excavate for such purposes and to affix and maintain wires, circuits and conduits on, in and under the roofs and exterior walls of improvements thereon, providing such disturbed areas are restored to the condition in which they were found.

Section 4. Easement to Correct Drainage. For a period of five years from the date of conveyance of the first lot, the Declarant reserves a blanket easement and right on, over and under the ground within any lor within the Subdivision and the Common Area to maintain and to correct drainage of surface water in order to maintain reasonable standards of health, safety and appearance. Such right expressly includes the right to cut any trees, bushes, or shrubbery, make any gradings ofthe soil, or to take any other similar action reasonably necessary, following which the Declarant shall

restore the affected property to its original condition as near as practicable. The Declarant shall give reasonable notice of the intent to take such action to all affected owners, unless in the opinion of the Declarant an emergency exists which precludes such notice.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Enforcement. the Association, or any owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Association shall be entitled to recover all costs including a reasonable attorney's fee in the successful enforcement of these Covenants, Conditions and Restrictions.

Section 2. Severability. Invalidation of any one of these covenants, conditions and restrictions, or the conditions and restrictions by judgment or Court Order shall in no way affect any other provisions, each of which shall remain in full force and effect.

Section 3. Amendment. The Covenants, Conditions and Restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the lot owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the lot owners. Any amendment shall be recorded.

Section 4. Annexation. Additional residential property and Common Area may be annexed to the properties with the consent of two-thirds (2/3) of each class of members.

ATTEST: PARAGON BUILDERS, INC.

Secretary by: Edmund W. Wettengel, President

STATE OF MARYLAND, COUNTY OF ST. MARY'S, to wit:

I HEREBY CERTIFY, that on this 7th day of September, 1984, before me, a Notary Public of the State and County aforesaid, personally appeared EDMUND W. WETTENGEL, President of Paragon Builders, Inc., and he acknowledged the foregoing Declaration of Covenants, Conditions and Restrictions of Wildewood Neighborhood Three, Cluster Number Two, Phase Four to be his act, and the corporate act of the Corporation.

WITNESS my hand and Notarial Seal.

Notary Public

My Commission Expires: 7/1/86

EXHIBIT "A"

ATTACHMENT TO DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS OF
WILDEWOOD NEIGHBORHOOD THREE, CLUSTER TWO, PHASE FOUR

LEGAL DESCRIPTION OF
NEIGHBORHOOD THREE, CLUSTER TWO - PLAT 27
HOLLY HILL OF WILDEWOOD

BEGINNING for the same at a point fixed on the south right of way (r.o.w.) line of Wildewood Parkway, 70 feet in width, and said point being the most easterly point on the plat as recorded in Liber M.R.B. 021 at Folio 114; thence running with the said south r.o.w. line with a curve to the left and having a delta of 29 deg 47 min 52 sec, a radius of 665.00 feet, an arc of 345.85 feet and a tangent of 176.93 feet to the P.T. of said curve; thence running

S 51 deg 33 min 07 sec W - 424.70 feet to the P.C. of a curve to the right; thence leaving the said r.o.w. line and running with said curve to the right and having a delta of 12 deg 11 min 51 sec, a radius of 965.00 feet, an arc of 205.44 feet and a tangent of 103.11 feet to a point on the aforementioned r.o.w. line; thence running with said r.o.w. line and with a curve to the left and having a delta of 02 deg 04 min 19 sec, a radius of 665.00 feet, an arc of 24.05 feet and a tangent of 12.03 feet to a point; thence leaving said road r.o.w. and running

S 34 deg 00 min 00 sec E - 75.46 feet to a point; thence running
S 59 deg 18 min 16 sec W - 60.34 feet to a point; thence running
S 30 deg 41 min 44 sec E - 79.58 feet to a point; thence running
S 50 deg 51 min 16 sec E - 186.08 feet to a point; thence running
S 38 deg 13 min 53 sec E - 147.34 feet to a point; thence running
S 59 deg 00 min 00 sec E - 201.14 feet to a point; thence running
S 16 deg 20 min 00 sec E - 280.00 feet to a point; thence running
S 41 deg 00 min 00 sec E - 134.00 feet to a point; thence running
S 22 deg 00 min 00 sec W - 230.00 feet to a point; thence running
Due West - 138 feet to a point; thence running

N 83 deg 38 min 22 sec W - 380.21 feet to a point on the east r.o.w. line of the aforementioned road; thence running northerly with said r.o.w. line and a curve to the left and having a delta of 08 deg 30 min 13 sec, a radius of 835.00 feet, an arc of 123.93 feet and a tangent of 62.08 feet to the P. T. of the curve; thence running

N 17 deg 23 min 05 sec W - 315.00 feet to the P.C. of a curve to the right and having a delta of 13 deg 30 min 25 sec, a radius of 665.00 feet, an arc of 156.77 feet and a tangent of 78.75 feet to a point; thence leaving said r.o.w. line and crossing said road r.o.w.

S 86 deg 07 min 20 sec W - 70.00 feet to the west r.o.w. line; thence running with said r.o.w. line in a northeasterly direction and with a curve to the right and having a delta of 55 deg 25 min 47 sec, a radius of 735.00 feet, an arc of 711.06 feet and a tangent of 386.13 feet to a point at the P.T.; thence running

N 51 deg 33 min 07 sec E - 510.00 feet to the P.C. of a curve to the right and having a delta of 29 deg 47 min 52 sec, a radius of 735.00 feet, and arc of 382.25 feet and a tangent of 195.55 feet to a point; thence running and crossing said road r.o.w.

S 08 deg 39 min 01 sec E - 70.00 feet to the point of beginning and containing (13.245) acres, more or less as surveyed by the D.H. Steffens, Co., Inc.

An Additional Area

BEGINNING for the same at a point at the end of the 5th described course of the above description and said point being a common corner of the above described tract and the "Neighborhood Three, Cluster Two - Plat One" plat as recorded in Liber M.R.B. 017 at Folio 120; thence running with said plat

S 34 deg 00 min 00 sec E - 400.00 feet to a point, said point at the end of the 9th course of the above description; thence running in a reverse direction with the said 9th through 6th courses

N 38 deg 13 min 53 sec W - 147.34 feet to a point; thence running

N 50 deg 51 min 16 sec W - 186.08 feet to a point; thence running

N 30 deg 41 min 44 sec W - 79.58 feet to a point; thence running

N 59 deg 18 min 16 sec E - 60.34 feet to the point of beginning and containing (0.284) acres, more or less as surveyed by the D.H. Steffens, Co., Inc.

LIBER 0001 FOLIO 461

Scotch Pine Association
22 Scotch Pine Court
California, MD 20619

March 29, 1990

Clerk of the Circuit Court
St. Mary's County
Leonardtown, MD 20650

Dear Mrs. Bell:

In accordance with the Maryland Homeowners Association Act, the HOA Act, our association is filing the necessary documents and information as enclosed in this letter. The developer's name and address are as follows:

Paragon Builders Inc.
Smoke Hill
California, MD 20619
(301) 863-6655

The homeowners association's name and address are as follows:

Scotch Pine Association
22 Scotch Pine Court
California, MD 20619

The current board of directors for the association and their respective offices are as follows:

President	- Charles Daugherty	862-2655
Vice-President	- Jeri Van Dyke	862-1295
Treasurer	- Phillip Christie	862-2994
Secretary	- Jane Macone	863-2515
Board Member	- Estelle Bishopp	863-8791

The description of the property owned and maintained by the association is contained in Enclosure 1, the deed to the property is provided as Enclosure 2. The description of the zoning and land use requirements affecting our association as provided by the Office of Planning and Zoning is contained in Enclosure 3. The yearly association dues for 1990 are $185 per member. The delinquency charges and enforcement rights are documented in Article 4, Section 8 of the Declaration of Covenants, Conditions and Restrictions, Enclosure 4. The description of any special rights or exemptions of the developer from the association's restrictive covenants is contained in Article 6, Sections 3 and 4 of the Declaration of Covenants, Conditions and Restrictions, Enclosure 4. The By-Laws of the association are provided as Enclosure 5. The rules of the association are covered by the Declaration of Covenants, Conditions and Restrictions provided as Enclosure 4. Thank you for your help, if there are any questions please call one of our directors.

Respectfully,

Jane Macone

DH Steffens Co

ENGINEERS
SURVEYORS
PLANNERS

Louis H. Steffens, L.S. 1923-47
Dietrich H. Steffens, L.S.

Herbert N. Redmond, Jr., L.S.
Charles D. Ellison, Jr., P.E.

317 Charles Street
P.O. Box 628
La Plata, Maryland 20646
Telephone: 934-2921
870-3253

Four Willow Circle
Lexington Park, Maryland
20653
Telephone: 862-2226

LIBER 603 PAGE 462

January 14, 1985

Common Open Space Area
Neighborhood Three - Cluster Two - Phase Four.
~~Holly Hill~~ Of Wildewood

BEGINNING for the same at a point which marks the southwest corner of Lot 1 in N. 3 - C. 2 - P. 29 of Holly Hill of Wildewood as recorded in Liber M.R.B. 021 at Folio 117 and the said point also is a corner on "Scotch Pine Court" as recorded on the road right-of-way (r.o.w.) plat titled "N.3 - C.2 - P.28 - Holly Hill of Wildewood" recorded in Liber M.R.B. 021 at Folio 113; thence leaving the said lot and running with the said r.o.w. plat

N 43° 16' 43" W - 34.41 feet to a point on the east r.o.w. line of "Wildewood Parkway" as per the said plat and then running with the said parkway r.o.w. with a curve to the right having a delta of 23° 22' 15", a radius of 665.00 feet and an arc of 271.25 feet to a point; thence leaving the said road r.o.w. and running through the entire parcel as recorded by plat titled "Resubdivision of Part of Plat One - N.3 - C.2 - P.27 - Holly Hill of Wildewood and recorded in Liber M.R.B. 021 at Folio 114.

S 50° 50' 07" E - 116.94 feet to a point; thence running

S 58° 58' 54" E - 66.99 feet to a point: thence running

S 13° 27' 29" W - 13.46 feet to a point which marks the rear northeast corner of Lot 2 in N.3 - C.2 - P.35 of Holly Hill of Wildewood recorded in Liber M.R.B. 022 at Folio 095; thence running with the said lot the following (2) courses and distances

N 58° 58' 54" W - 141.76 feet to a point; thence running

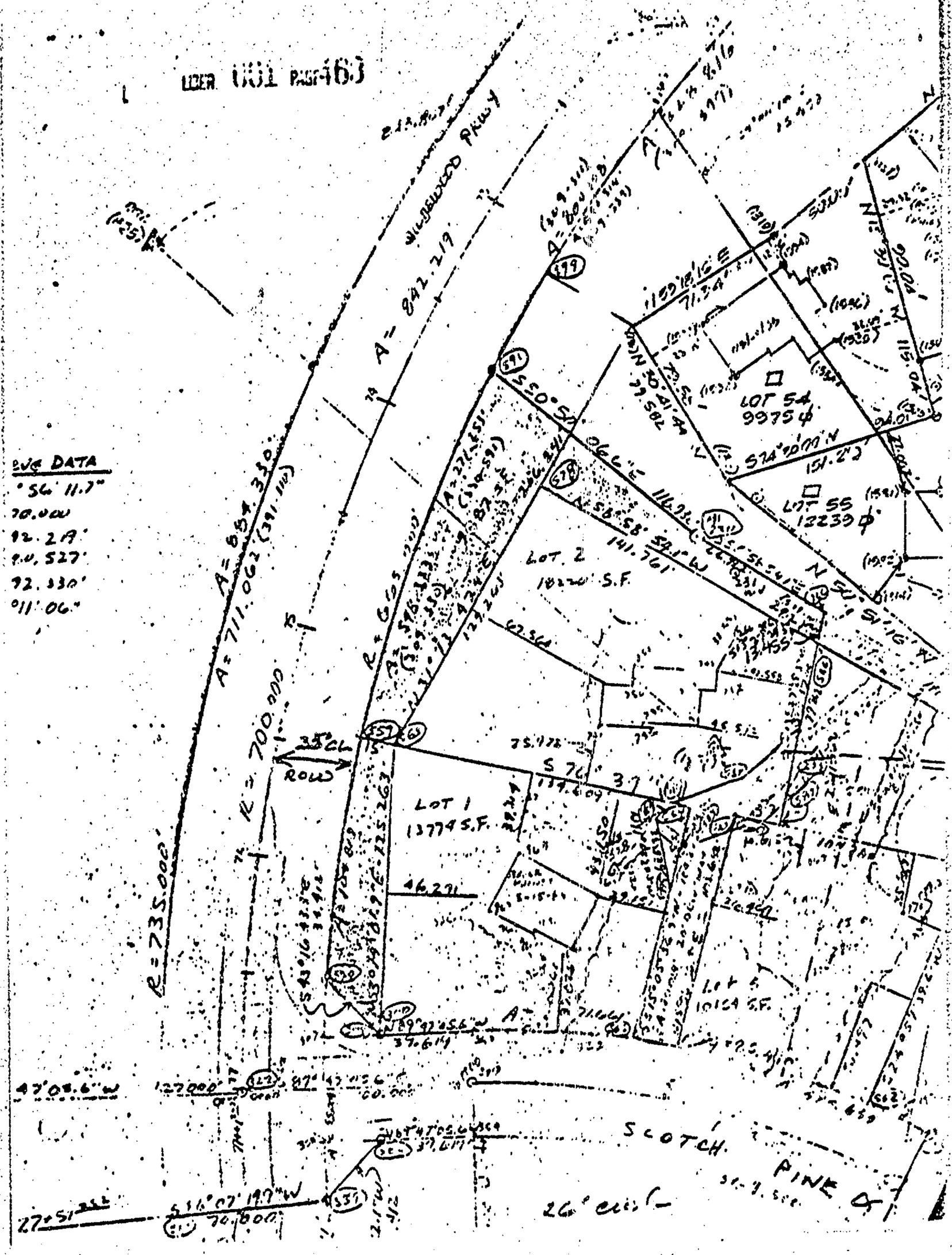
S 31° 13' 47" W - 129.26 feet to a point marking the common corner of the aforementioned lots 1 & 2 ; thence running with Lot 1

S 03° 14' 02" W - 125.26 feet to the point of beginning and containing (0.227) of an acre, more or less as surveyed by the D.H. Steffens Co., Inc.

Herbert N. Redmond Jr.
Herbert N. Redmond, Jr.
Reg. Md. Land Surveyor, No. 10,665

ENCLOSURE (1)

LIBER 1001 PAGE 163



CURVE DATA

"SC 11.7"
70.000
92.29'
R.O. 527°
92.330'
011° 06"

FEE-SIMPLE DEED-CODE-City or County

LIBER 003 FOLIO 164

BOOK 205 PAGE 461

This Deed, Made this 17TH day of JANUARY in the year one thousand nine hundred and eighty-five, by and between PARAGON BUILDERS, INC., a body corporate, Grantor, ----------

of St. Mary's County, ---------- in the State of Maryland, of the first part, and WILDEWOOD NEIGHBORHOOD THREE, CLUSTER NUMBER TWO, PHASE FOUR ASSOCIATION, INC., a body Corporate, Grantee, ----------

of the second part.

Witnesseth, ~~that~~ that the actual consideration paid or to be paid is NONE, and in consideration of other good and valuable considerations, the receipt of which is hereby acknowledged, ---------- the said PARAGON BUILDERS, INC., Grantor, ----------

does grant and convey unto the said WILDEWOOD NEIGHBORHOOD THREE, CLUSTER NUMBER TWO, PHASE FOUR ASSOCIATION, INC., its successors and assigns, ----------

Exceptions
N.L.

~~in fee simple~~, all that lot, tract, piece/ or parcel of ground, situate, lying and being in the Eighth Election District of St. Mary's County, Maryland ---------- aforesaid, and described as follows, that is to say:—

COMMON OPEN SPACE AREA - NEIGHBORHOOD THREE, CLUSTER TWO - PHASE FOUR
HOLLY HILL OF WILDEWOOD

Beginning for the same at a point which marks the southwest corner of Lot 1 in N. 3 - C. 2 - P. 29 of Holly Hill of Wildewood as recorded in Liber M.R.B. 021 at Folio 117 and the said point also is a corner on "Scotch Pine Court" as recorded on the road right-of-way (r.o.w.) plat titled "N. 3 - C. 2 - P. 28 - Holly Hill of Wildewood" recorded in Liber M.R.B. 021, at Folio 113; thence leaving the said lot and running with the said r.o.w. plat

N. 43° 16' 43" W - 34.41 feet to a point on the east r.o.w. line of "Wildewood Parkway" as per the said plat and then running with the said parkway r.o.w. with a curve to the right having a delta of 23° 22' 15", a radius of 665.00 feet and an arc of 271.25 feet to a point; thence leaving the said road r.o.w. and running through the entire parcel as recorded by plat titled "Resubdivision of Part of Plat One - Neighborhood Three - Cluster Two - Plat Twenty-Seven - Holly Hill of Wildewood" and recorded in Liber M.R.B. 021 at Folio 114.

S 50° 50' 07" E - 116.94 feet to a point; thence running

S 58° 58' 54" E - 66.99 feet to a point; thence running

S 13° 27' 29" W - 13.46 feet to a point which marks the rear north-east corner of Lot 2 in N. 3 - C. 2 - P. 35 of Holly Hill of Wildewood recorded in Liber M.R.B. 022 at Folio 095; thence running with the said lot the following (2) courses and distances

N 58° 58' 54" W - 141.76 feet to a point; thence running

S 31° 13' 47" W - 129.26 feet to a point marking the common corner of the aforementioned lots 1 and 2; thence running with Lot 1

continued on Pg. 2

ENCLOSURE (2)

LIBER 1361 PAGE 365 BOOK 205 PAGE 462

S 03° 14' 02" W - 125.26 feet to the point of beginning and containing (0.227) of an acre, more or less as surveyed by the D.H. Steffens Co., Inc.

BEING a part of the land conveyed to Paragon Builders, Inc. by deed from Joseph A. Waldschmitt and Alice R. Waldschmitt, his wife, and recorded among the Land Records of St. Mary's County, MD in Liber M.R.B. 151 at Folio 394.

SUBJECT to any and all rights-of-way and/or easements of record.

[illegible] TO CLEAR [illegible]
HAS ACCURATE TAXES BEEN PAID TO [illegible]
INCLUDING THE LEVY FOR THE YEAR [illegible]
1984 08-06891-7
Kathleen M. D'Esposito
St. Mary's County, Md.

Received for transfer this 18th
day of [illegible], 19 85
[illegible] Clerk
[illegible] County

Together with the buildings and improvements thereupon erected, made or being and all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging, or anywise appertaining.

To Have and To Hold the said lot of ground, land and premises, above described and mentioned, and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said WILDEWOOD NEIGHBORHOOD THREE, CLUSTER NUMBER TWO, PHASE FOUR ASSOCIATION, INC., its successors and assigns, in fee simple.

And the said party of the first part hereby covenant that it has not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that it will warrant specially the property granted and it will execute such further assurances of the same as may be requisite.

Witness the hand of EDMUND W. WETTENGEL, JR. ---------- , President of PARAGON BUILDERS, INC. ---------- , a body corporate, and attested by the hand of THOMAS E. WETTENGEL, ---------- , its corporate Secretary, to which has been affixed its corporate seal, the day and year first above written.

PARAGON BUILDERS, INC. (SEAL)

ATTEST:

By: _____
Thomas E. Wettengel
Corporate Secretary

By: _____ (SEAL)
Edmund W. Wettengel, Jr.
President

STATE OF MARYLAND, St. Mary's County, to Witness:

I HEREBY CERTIFY, That on this 17 day of January in the year one thousand nine hundred and eighty-five, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of St. Mary's ---------- aforesaid, personally appeared EDMUND W. WETTENGEL, JR. ----------
President of PARAGON BUILDERS, INC. ----------
the above named grantor, and acknowledged the foregoing Deed to be his ---------- act and the act and deed of the said body corporate, and certified that this conveyance is not part of a transaction in which there is a sale, lease, exchange or other transfer of all or substantially all of the property and assets of the Grantor body corporate.

AS WITNESS MY HAND AND NOTARIAL SEAL.

_____
Notary Public.

My Commission expires: 7/1/86

M.R. BELL, CLERK
CIRCUIT COURT
ST. MARY'S CO.

10:48AM01/18/85
0003#5566 A 0004

DEED	$14.00
CERTIF	$3.00
COPY	$1.50
TTL	$18.50
CHECK	$18.50
CHG	$0.00

LIBER 0551 PAGE 467

DEED

FROM

_____

_____

TO

_____

_____

BLOCK NO. _____

Received for Record Jan. 18, 1985

at 10:48 o'clock A M. Same day recorded

in Liber MKB No 205 Folio 461 &c.,

one of the Land Records of St. Mary's

County, and examined per

Mary R. Bell, Clerk.

tmg

Cost of Record $

Ret. to:
Scott Lawrence

LIBER 0021 FOLIO 168

ST. MARY'S COUNTY GOVERNMENT

DEPARTMENT OF PLANNING & ZONING
P.O. BOX 3000 • 328 WASHINGTON STREET • LEONARDTOWN, MARYLAND 20650
(301)475-4647 • FAX (301)475-4635

March 29, 1990

Scotch Pine Association of Wildewood
22 Scotch Pine Court
California, MD 20619

RE: Zoning and Land Use Requirements

To Whom It May Concern:

In response to your request for a description of the zoning and permitted land use in Neighborhood 3, Cluster 2 of Wildewood Subdivision, this neighborhood is zoned PDR 3.5; that is, Planned Development Residential, allowing 3.5 dwelling units per acre. The residential land use allowed was determined through the development's approval process and relates specifically to Article 38.06 of the St. Mary's County Zoning Ordinance.

Please contact me if more detailed information is needed.

Sincerely,

Laura Clarke

Laura Clarke
Planner

LEC/bm

Enclosure (3)

Del. Wildewood Nghd 2

APR 18 1990

MARY R. BELL, CLERK

AMENDMENT

LIBER 001 PAGE 469

WILDEWOOD NEIGHBORHOOD THREE
CLUSTER NUMBER TWO ASSOCIATION, INC.
P.O. BOX 532
CALIFORNIA, MD 20619

DECEMBER 4, 1989

12:53PM04/23/90A HDMA8C $10.00

Dear Homeowner,

Your annual homeowner's assessment is due January 1, 1990 and is payable no later than January 30, 1990.

The annual assessment of $173.25 has been levied in accordance with ARTICLE IV, of the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF WILDEWOOD NEIGHBORHOOD THREE, CLUSTER NUMBER TWO.

Checks may be made payable to:

Wildewood 3, Cluster 2 Assoc.

Please submit to the above address.

Your prompt attention to this matter is appreciated.

Sincerely,

Jamie L. McLane

Jamie L. McLane
Secretary

LIBER 001 PAGE 470

December 11, 1989

Dear Neighbor,

After much discussion by the Board of Directors, and with legal counsel, we find it necessary to place an additional $10.00 (ten) dollar late fee on association dues received after the due date. This is in addition to the 10 (ten) per cent late fee found in the by-laws Article XI. This has become necessary due to the administrative costs associated with collection efforts, e.g., multiple mailings, certified mailings. The ten per cent late charge alone does not cover the cost of the collection and the loss of interest needed to balance the budget.

As you are aware, the association budget breaks even each year as it is designed to do so. However, due to late payments, last year's budget would have shown a loss were it not for the good management of the treasurer and the cost cutting measures enforced by the Board of Directors.

For the many of you who faithfully pay your dues on time, we appreciate your attention to the needs of our community. It is our hope that all association members will satisfy their obligation and will not incur the $10.00 (ten) dollar late charge.

Sincerely,

Board of Directors

MARY R. BELL, CLERK

APR 23 1990

Mailed: Wildewood Mgt 3

LIBER 001 PAGE 171

BEACH MANAGEMENT CORPORATION OF GOLDEN BEACH, MARYLAND

NOTICE OF SPECIAL MEETING OF MEMBERS,
November 16, 1989

To the Members of Beach Management Corporation of Golden Beach, Maryland:

10:40AM05/04/90A HOMASC $50.00

A Special Meeting of Members of Beach Management Corporation of Golden Beach, Maryland, a Maryland corporation (the "Corporation"), will be held at the Mooselodge (Chaptico/Mech Rd) Mechanicsville, Maryland on November 16, 1989 at 7:00 p.m. for the following purposes:

1. To approve Articles of Amendment, set forth as Exhibit A and attached hereto, to the Corporation's Charter.

2. To approve amendments, set forth as Exhibit B and attached hereto, to the Corporation's Bylaws.

3. To act upon any other matter that may properly come before the Meeting or any adjournment thereof.

4. To invoke the provisions of Section 5-206 of the Corporations and Associations Article, Annotated Code of Maryland providing for the calling of an additional meeting to approve the amendments if a sufficient number of members are not present at the meeting.

For further details regarding the matters to be discussed and acted upon at the Special Meeting, please consult the Amendments and the letters of explanation enclosed herewith. You are cordially invited to attend the meeting. Members who will not be able to attend the meeting are requested to date, sign and mail the enclosed Proxy in the stamped envelope provided herewith as promptly as possible.

By order of the
Board of Directors.

Larry J. Poe
President

Carlene Y. Harris
Secretary

August 28, 1989

LIBER 001 PAGE 472

Beach Management Corporation of Golden Beach, Maryland

P.O. BOX 142
CHARLOTTE HALL, MD 20622
PH. 301-884-3622

October 19, 1989

Dear BEMANCO Member:

As you may be aware, Beach Management Corporation of Golden Beach, Maryland ("BEMANCO") has been undergoing an Internal Revenue Service audit over its tax exempt status for a couple of years. The question which has arisen regarding BEMANCO's tax exempt status is whether the fact that most of BEMANCO's income is generated from the Twenty-Eight Dollar ($28.00) annual fees of people who are non-members disqualifies BEMANCO as a 501(c)(7) tax exempt organization under Internal Revenue Service rules. Our lawyers have proceeded on appeal and the IRS has finally determined that there will be a revocation of the tax exempt status of BEMANCO but a date when that revocation begins has not been determined. BEMANCO could take an appeal to the Tax Court or to the District Court for the District of Maryland on this matter. All of this is still pending.

Our lawyers have advised, however, that the easiest cure for the Internal Revenue Service's concerns is to allow all lot owners within Golden Beach to become members of BEMANCO. This can be done by allowing anyone who pays the Twenty-Eight Dollars ($28.00) annual fee to become a member and giving them full voting rights and rights to hold office. In addition, the Board of Directors believes that there is a benefit to having all of the lot owners in the community involved in BEMANCO and having a direct say. The Board and I believe the participation of more people will increase community spirit and move us forward.

Each of the current members should recognize that a decision to expand membership will not mean a refund of your One Hundred Dollars ($100.00) contribution. The former membership fee will be treated as a contribution and will make you charter BEMANCO members.

The following represent the significance of various changes being made.

I. Articles of Amendment. The changes in the Articles of Amendment relate to sections on purposes, our resident agent, membership fees, indemnification of officers and directors, and future amendments to the Articles of Incorporation.

A. Purpose Clause. A new Section 1 has been added in the purposes clause to add language which is taken from the Internal Revenue Code and which is required for a Section 501(c)(7) tax exempt organization.

The other change to the purposes clause, other than re-numbering, relates to a restriction on the use of funds for new projects as described in Section 4. The purpose is to assure that as much as possible the money is spent only with regard to the beaches, piers and to maintain those facilities to the best of BEMANCO's ability.

B. Resident Agent. The change in Article FIFTH regarding the Resident Agent is necessary for State Department purposes. Each corporation must have a resident agent and the name of that resident agent must be updated on a regular basis.

C. Membership. The change to Article EIGHTH is required if all lot owners are going to become members of BEMANCO. This reduces the membership fee from a onetime One Hundred Dollars ($100.00) fee to an annual fee of Twenty-Eight Dollars ($28.00).

D. Indemnification. The addition of a new Article ELEVENTH provides the Corporation the ability to indemnify the officers and directors of the Corporation with the approval of the Board of Directors. It also allows the advancement of expense if certain conditions are met.

E. Amendments. The addition of a new Article TWELFTH has been inserted in order to reduce the vote required in order to amend the Articles of Incorporation in the future. Because the Articles of Incorporation are currently silent on this issue, the amendment of the Articles of Incorporation requires a two-thirds vote of all members. The change made by adding the new Article TWELFTH is to reduce that requirement to be two-thirds of those present at a meeting at which a quorum is present or if no quorum is present, two-thirds of those voting by mail shall be sufficient to approve an amendment. This should prevent the Corporation from becoming paralyzed in the future.

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The quorum provision in the Bylaws, as discussed later, has been amended to require that 25 members attending a meeting are sufficient to make a quorum.

II. Bylaw Amendments. There are a number amendments to the Bylaws; however, most have the same types of genesis as the Articles of Incorporation amendments.

A. Amendment One. Article I, Section 2 regarding purposes has been amended to restate the purposes listed in the Articles of Incorporation. The change to this Section is for the same reason as discussed above with respect to the Articles of Incorporation.

B. Amendment Two. The changes to Article VI regarding membership are for purposes of including all annual or fee paying members of BEMANCO in the organization. It also guarantees that those individuals who have paid the One Hundred Dollars ($100.00) fee and continue to pay the annual membership fee are immediately eligible to hold any office, while those who did not pay the One Hundred Dollar ($100.00) fee but are paying annual fees are eligible to hold certain offices only after they have been residents of the development for three (3) years.

C. Amendment Three. The modifications to Article VII are for purposes of making it easier to hold membership meetings. The current Bylaws provide that ten percent (10%) of the members are required to constitute a quorum for purposes of holding a membership meeting. If membership is expanded as proposed, the ten percent (10%) requirement would mean that 120 - 130 of the residents must be in attendance of any meeting. BEMANCO is concerned that it may often not be possible to have that many people in attendance at a meeting of members. Therefore, there has been a reduction to require that only twenty-five (25) members are required to constitute a quorum. All members will receive notice of meetings and are welcome to attend. This reduced quorum requirement, however, should keep the Corporation from being paralyzed when membership action is required. In addition, the changes relating to payment of fees are essential. If a lot owner has not paid his annual fee, he should not be able to vote at meetings.

D. Amendment Four. This provision modifying the Bylaws is the same as the provision which has been inserted into the Articles of Incorporation and the rationale for that provision are identical.

E. Amendment Five. There has been an addition of a new Article ELEVENTH regarding indemnification. These provisions implement the Articles of Incorporation authorization

LIBER 001 PAGE 475

for indemnification. Indemnification of expenses and advancement of expenses are allowed to officers, directors, employees and agents to the extent that they meet the requirements listed in the amendment.

Votes will be taken with regard to each of these Bylaw amendments separately. The Articles of Amendment will be presented as one document. Please, if you are unable to attend the meeting in person, fill out and return the proxy which has been enclosed. It is essential that members of the community participate. We look forward to seeing you.

Very truly yours,

Larry Poe,
President

BEACH MANAGEMENT CORPORATION OF GOLDEN BEACH, MARYLAND, INC.
P.O. BOX 142
CHARLOTTE HALL, MARYLAND 20622

Bemanco (Shoreline Beach, Inc.)
By-Laws Effective August 27, 1972
Amended March 15, 1073
Amended December 0, 1073
Amended December 12, 1974
Amended December 11, 1075
Retyped 12/4/78
Retyped 1/1/89
Amended 11/16/89
Article I Title and Purposes

1. The title of this corporation shall be "Beach Management Corporation of Golden Beach, Maryland". The abbreviated title shall be called "Bemanco".

2. The purposes for which this nonprofit corporation are formed and the business, or objects, to be carried on and promoted by it are as follows:

a. To organize exclusively for pleasure and recreational activities and no part of the net earnings of the Corporation will inure to the benefit of any member or other private person.

b. To acquire ownership of the stock of the Corporation known as Shore Line Beach Incorporated, thereby acquiring all of the latter corporation's assets, liabilities, responsibilities and privileges, in order to assure and control the continued performance of those functions which Shore Line Beach Incorporated is obligated to perform in connection with the ownership, operation, and maintenance of the: (i) two community bathing beaches, (ii) that beach area extending out to Long Point, (iii) two community piers and ramps, all of which are situated in the subdivision known as Golden Beach in St. Mary's County, Maryland.

c. To collect the annual membership fee of Twenty-Eight Dollars ($28.00) per lot from all lot owners in the subdivision known as Golden Beach, and use said funds for the ownership, operation, maintenance and improvement of the five areas of beaches, piers, docks, and land as set forth in paragraph one hereinabove; and

d. To devote all the income over and above the expenditures for operation, improvement and maintenance of said lands (after setting aside a prudent reserve for same) to projects and improvements, determined by the Board of Directors of the Corporation to be beneficial to the health, welfare and better living conditions for the residents of the community of Golden Beach; including but not limited to, the construction, maintenance and improvement of additional facilities for use of the Golden Beach Community as a whole provided such additional facilities are on shoreline beaches, ramps and piers owned or acquired by the Corporation.

e. To do anything permitted by Section 2-103 of the Corporations and Associations Article of the Annotated Code of Maryland, as amended from time to time.

Article II

Organization

1. The management of the corporation shall be vested in the officers and directors, hereinafter referred to collevtively as the board.

2. Officers shall be a President, a Vice-President, a Secretary, and a treasurer; all to be elected annually.

3. There shall be seven (7) Directors elected to two-year terms, except that in the initial election three (3) of the Directors shall be elected to serve one-year terms.

4. Except for the Secretary and the Treasurer (or the Secretary-Treasurer), no officer or director shall be eligible for the election to the same office for more than two (2) full consecutive terms. Additionally, the immediate past-president shall be automatically appointed to serve a two-year term as a Director or until he is replaced by a succeeding past-president, whichever is the shorter period.

5. The Golden Beach Citizens Association shall be entitled to name a delegate to serve as a liaison representative with the corporation. This delegate shall be entitled to participate in the proceedings of the board, but shall not be entitled to a vote.

6. Five (5) members of the board shall constitute a quorum.

7. Vacancies in Office of Director positions shall be filled for the unexpired term by majority vote of the remaining members of the Board.

8. Directors shall serve without compensation, but the board may authorize reimbursement for appropriate expenses.

9. Directors may serve the corporation in any other capacity and receive compensation therefore, as may be authorized by the board.

10. No person shall simultaneously hold more than one office, except that one person may hold both the office of Secretary and Treasurer.

11. Any office or director of the corporation may be suspended by a two-thirds vote of the board at any meeting of the board, provided notice of such meeting advises in writing that such action is to be considered.

12. The board may, by majority vote, appoint a replacement to serve during the suspension of an officer or director.

13. An officer or director may request his own suspension and replacement for a period to coincide with his extended absence or disability.

14. The board may authorize an officer, director, or agent to select and employ, and this delegate authority shall include the right to terminate the persons selected and employed thereunder.

15. Agents or employees appointed directly by the board may be removed only by two-thirds vote at any meeting of the board, provided that the notice of such meeting advises in writing that such action is to be considered.

16. The President shall be the chief executive of the corporation, shall preside at all meetings of the members and the board, shall have general active management of the business of the corporation, and shall see that orders and resolutions of the board are carried into effect. He shall execute bonds, mortgages, and other contracts requiring a seal, under the seal of the corporation, except where such papers are required or permitted by the law to be otherwise signed and executed, and except where the board shall expressly delegate to some other officer or agent of the corporation the signing and execution of such papers. He shall perform such other duties as are incident to his office.

17. The Vice-President shall, in the absence or disability of the president, perform the duties and exercise the power of the president. He shall perform such other duties and have such other powers as the board may prescribe.

18. The Secretary shall attend all meetings of the board and of the members, and shall record the proceedings of the meetings in a book to be kept for that purpose. The secretary shall perform like duties for the standing committees when required. The secretary shall keep in safe custody the seal of the corporation, and when authorized by the board, shall affix the same to any instrument requiring it, and when so affixed it shall beattested by the signature of the secretary. The secretary shall be in charge of the membership records. The secretary shall serve under the supervision of the board and of the president, and shall perform such duties as they may prescribe.

19. The Treasurer shall have custody of the corporate funds and securities and shall keep full and accurate account of receipts and disbursements in books belonging to the corporation, and shall deposit all monies and other valuable effects in the name and to the credit of the corporation in such depositories as may be designated by the board. The treasurer shall make disbursements as authorized by the Board of Directors and take vouchers for same. The treasurer shall report to the president and the board whenever required an account of all transactions performed as treasurer, and of the financial condition of the corporation.

20. In the absence or disability of the secretary or treasurer, the president, with approval of the board, may designate a director to perform the duties of either, provided that the board shall have sole determination of the circumstances under which a substitute for the treasurer may perform duties for which a bond would be appropriate.

21. The treasurer shall give the corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the board for the faithful performance of the duties of his office. Bond premiums shall be paid for by the corporation.

LDER 001 PAGE 479

ARTICLE III

Meetings of the board

1. Regular meetings of the board shall be held at least quarterly upon at least five days notice, at such time and at such place as shall from time to time be determined by the board.

2. Special meetings of the board may be called by the President, or shall be called on the written request or five members of the board. Members of the board shall be given at least two days notice of any special meeting of the board..

ARTICLE IV

Elections

1. Officers and directors shall be elected at the annual meeting of members.

2. The president shall appoint a nominating committee which shall nominate at least one available candidate for each position of officer or director to be filled at the annual election.

3. Notices of the annual meeting shall include the names of the candidates offered by the nominating committee.

4. Nominations will be accepted from the floor at the annual meeting.

5. Members unable to attend the annual meeting may designate, in writing to the secretary, any member of Bemanco to serve as his proxy and the authorized proxy shall be entitled to act and to vote on behalf of the authorizing member.

6. When there is more than one candidate for the same vacancy, the candidate receiving the most votes will be elected.

ARTICLE V

Committees

1. The board shall determine the classes and tenure of committees and their method of appointment.

2. Committee chairmen and members shall serve without compensation, but the board may authorize payment of appropriate expenses.

ARTICLE VI

Membership

1. There shall be one class of membership in the corporation.

2. Membership is open to each lot owner in Golden Beach upon payment of an annual membership fee of Twenty-Eight Dollars ($28.00) provided that no

one may acquire more than one membership for each lot owned. Members of the Corporation who have paid a One Hundred Dollars ($100.00) fee previously, shall become charter members and shall be eligible to hold any office immediately so long as they continue to pay the annual membership fee. Upon payment of the annual membership fee and fees for any previous years for which the Twenty-Eight Dollars ($28.00) was not paid, a lot owner shall become a member of BEMANCO and shall have full voting rights. Members who are not charter members must be residents of Golden Beach for at least three (3) years before being eligible to hold the offices of President, Vice President, Secretary or Treasurer.

3. If property is owned by more than one person jointly, any membership based on such property shall be the membership of one of the owners, as they may elect. A member in such case may designate in writing a co-owner ro exercise his perogatives in his absence, including voting, and such designee shall have the right to participate in meetings, but shall not vote if the member is present.

4. Each membership shall entitle the owner thereof to one vote.

5. A certificate of membership shall be issued to each member. Any challenge to the validity of such a certificate shall be resolved by reference to the records of the corporation.

6. Membership certificates are not transferable. Certificates of membership shall be issued by the corporation to the recipients of transferred memberships upon satisfactory proof of such transfer in accordance with section 7, below.

7. Membership transfers. A member may transfer his/her membership to any person or persons eligible forsuch membership under one or more of the following provisions:

(a) upon sale or transfer of the lot concerned to the new owner, provided the member gives written and signed notice to the corporation of the transfer, new owner, lot identification and effective date.

(b) upon sale or transfer of the membership by the member to an owner of a lot eligible for membership, provided the member gives written and signed notice to the corporation of the transfer, the transferee lot owner, lot identification and effective date.

ARTICLE VII

Meetings of Members

1. The President shall convene the annual meeting of the members not earlier than January 1 nor later than January 31, unless the board determines by a two-thirds vote that circumstances require a different date.

2. Special meetings of the members may be called by the President and shall be called by the Secretary upon determination of the majority of the members of the Board present at a duly convened Board Meeting, or at the request of the majority of all members of the Board, or upon receipt of a petition signed by not less than ten percent (10%) of the members of the Corporation.

3. Written notice of a meeting of the members shall be mailed or delivered to each member of the corporation not less than 10 nor more than thirty days before the date of the meeting. Such notice shall specify the place, day and hour of the meeting. The notice of a special meeting shall specify the purpose or purposes for which the meeting is called.

4. Notices of meetings shall be deemed to have been given when deposited in the mail addressed to the member at his address as shown on the membership records of the corporation.

5. A proxy form shall be distributed with all notices of meetings.

6. Business transacted at any special meeting shall be confined to the purposes stated in the notices thereof.

7. Twenty-five (25) members of the Corporation, whether present or represented by proxy, shall constitute a quorum at meetings of members.

8. The board may submit questions to the membership for voting by mail, and the results will be binding if at least ten percent of the membership return valid ballots.

9. Each member, whether present or not, shall at the time of the annual membership meeting be furnished, a financial statement showing in reasonable detail the assets and liabilities of the corporation, and a report of its operations for the preceding year.

10. In order to vote at any membership meeting, a voting member's dues must be paid in full by the date of any meeting requiring a vote on any issue involving the Corporation or the community of Golden Beach.

ARTICLE VIII

Finances

1. The corporation may issue bonds and borrow money to further the purposes of the corporation as set forth in Article I.

2. An annual audit shall be conducted and the result of such audit shall be reported to the membership.

3. The accounting period shall be the calendar year.

ARTICLE IX

Limits of Responsibility

1. No officer or director of the corporation, acting as such within the scope of authority vested in him by the Articles of Incorporation or by these by-laws, shall be held personally liable for the consequences of such action in the absence of personal misconduct or breach of fiduciary duty in the exercise of such duties. For the purposes of this section, the term "authority" shall include those duties and responsibilities which are either

express or reasonably implied as necessary to the effective discharge of the duty in question.

ARTICLE X

Miscellaneous

1. Unless otherwise provided, all formal proceedings of the corporation shall be conducted in accordance with Robert's Rules of Order (revised).

2. For the purposes of the corporation and of these by-laws, the term "Golden Beach" shall mean those parcels of ground, situated in the 5th Election District of St. Mary's County, State of Maryland, which are included in the subdivision plat entitled "Golden Beach", prepared by J. R. McCrone, Jr., Inc., and filed among the plat records of said county, which parcels have heretofore or may hereafter be sold by Golden Beach Inc., under covenants granting purchasers recreational use of community beaches and piers, and requiring the payment of an annual fee for the maintenance of such facilities.

3. These Bylaws may be amended by a two-thirds vote of those present at any regular or special meeting of the members of the Corporation at which a quorum is present, provided that notice of such meeting includes notice of the proposed amendment and provided further that, if such notice fails to provide a quorum, the Bylaws may be amended by a two-thirds majority of those voting by mail under the provisions of Article VII, Section 8 of these Bylaws.

ARTICLE XI

Indemnification

1. General. Upon approval of the Board of Directors, the Corporation may indemnify (i) any individual who is a present or former director or officer of the Corporation; or (ii) any individual who serves or has served in another corporation, partnership, joint venture, trust, employee benefit plan or any other enterprise as a director or officer, or as a partner or trustee of such partnership or employee benefit plan, at the request of the Corporation and who by reason of service in that capacity was, is or is threatened to be made a part to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, to the full extent permitted under the Maryland General Corporation Law. The Corporation may, with the approval of its Board of Directors, provide such indemnification for a person who formerly served a predecessor of the Corporation in any of the capacities described in (i) or (ii) above and for any employee or agent of the Corporation or a predecessor of the Corporation.

2. Advancement of Expenses. Upon approval of the Board of Directors, reasonable expenses incurred by a director or officer who is or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, may be paid or reimbursed by the Corporation in advaice of the final disposition of the proceeding upon receipt by the Corporation

of (i) a written affirmation by the party seeking indemnification that he has a good faith belief that the standard of conduct necessary for indemnification by the Corporation as authorized herein has been met; and (ii) a written undertaking by or on behalf of the party seeking indemnification to repay the amount if it shall ultimately be determined that the standard of conduct has not been met.

Submitted to the Clerk of the Circuit Court for St. Mary's County

President Larry J. Poe — Larry J. Poe

Vice-President Richard A. Copsey — Richard A. Copsey

Secretary-Treasurer Catherine L. Harris — Catherine L. Harris

Directors resigned 4-17-89 (CLH) — John Koterba

Roland Newkirk — Roland Newkirk

Martha L. Becker — Martha L. Becker

Julian F. Wheaton — Julian F. Wheaton

Carolyn Elrod — Carolyn Elrod

Donald White — Donald White

Barbara Livingston — Barbara Livingston

EXHIBIT B

AMENDMENTS TO THE BYLAWS OF THE CORPORATION

AMENDMENT ONE:

Article I, Section 2 of the Bylaws of the Corporation shall be amended by striking in its entirety Section 2 and inserting in lieu thereof the following:

2. The purposes for which this nonprofit corporation are formed and the business, or objects, to be carried on and promoted by it are as follows:

a. To organize exclusively for pleasure and recreational activities and no part of the net earnings of the Corporation will inure to the benefit of any member or other private person.

b. To acquire ownership of the stock of the Corporation known as Shore Line Beach Incorporated, thereby acquiring all of the latter corporation's assets, liabilities, responsibilities and privileges, in order to assure and control the continued performance of those function which Shore Line Beach Incorporated is obligated to performs in connection with the ownership, operation, and maintenance of the: (i) two community bathing beaches, (ii) that beach area extending out to Long Point, (iii) two community piers and ramps, all of which are situate in the subdivision known as Golden Beach in St. Mary's County, Maryland.

c. To collect the annual membership fee of Twenty-Eight Dollars ($28.00) per lot from all lot owners in the subdivision known as Golden Beach, and use said funds for the ownership, operation, maintenance and improvement of the five areas of beaches, piers, docks, and land as set forth in paragraph one hereinabove; and

d. To devote all the income over and above the expenditures for operation, improvement and maintenance of said lands (after setting aside a prudent reserve for same) to projects and improvements, determined by the Board of Directors of the Corporation to be beneficial to the health, welfare and better living conditions for the residents of the community of Golden Beach; including but not limited to, the construction, maintenance and improvement of additional facilities for use of the Golden Beach Community as a whole provided such additional facilities are on shoreline beaches, ramps and piers owned or acquired by the Corporation.

e. To do anything permitted by Section 2-103 of the Corporations and Associations Article of the Annotated Code of Maryland, as amended from time to time.

AMENDMENT TWO:

Article VI, Section 2 of the Bylaws of the Corporation shall be amended by striking in its entirety Section 2 and by inserting in lieu thereof the following:

2. Membership is open to each lot owner in Golden Beach upon payment of an annual membership fee of Twenty-Eight Dollars ($28.00) provided that no one may acquire more than one membership for each lot owned. Members of the Corporation who have paid a One Hundred Dollars ($100.00) fee previously, shall become charter members and shall be eligible to hold any office immediately so long as they continue to pay the annual membership fee. Upon payment of the annual membership fee and fees for any previous years for which the Twenty-Eight Dollars ($28.00) was not paid, a lot owner shall become a member of BEMANCO and shall have full voting rights. Members who are not charter members must be residents of Golden Beach for at least three (3) years before being eligible to hold the offices of President, Vice President, Secretary or Treasurer.

AMENDMENT THREE:

Article VII of the Bylaws of the Corporation shall be amended by adding a new Section 10 and by striking in their entirety Sections 2 and 7 and inserting in lieu thereof the following:

2. Special meetings of the members may be called by the President and shall be called by the Secretary upon determination of the majority of the members of the Board present at a duly convened Board Meeting, or at the request of the majority of all members of the Board, or upon receipt of a petition signed by not less than ten percent (10%) of the members of the Corporation.

7. Twenty-five (25) members of the Corporation, whether present or represented by proxy, shall constitute a quorum at meetings of members.

10. In order to vote at any membership meeting, a voting member's dues must be paid in full by the date of any meeting requiring a vote on any issue involving the Corporation or the community of Golden Beach.

AMENDMENT FOUR:

Article X, Section 3 of the Bylaws of the Corporation shall be deleted in its entirety and amended by inserting in lieu thereof the following:

3. These Bylaws may be amended by a two-thirds vote of those present at any regular or special meeting of the members of the Corporation at which a quorum is present, provided that notice of such meeting includes notice of the proposed amendment and provided further that, if such notice fails to provide a quorum, the Bylaws may be amended by a two-thirds majority of those voting by mail under the provisions of Article VII, Section 8 of these Bylaws.

AMENDMENT FIVE:

The Bylaws of the Corporation are amended by adding new Article XI as follows:

ARTICLE XI

Indemnification

1. General. Upon approval of the Board of Directors, the Corporation may indemnify (i) any individual who is a present or former director or officer of the Corporation; or (ii) any individual who serves or has served in another corporation, partnership, joint venture, trust, employee benefit plan or any other enterprise as a director or officer, or as a partner or trustee of such partnership or employee benefit plan, at the request of the Corporation and who by reason of service in that capacity was, is or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, to the full extent permitted under the Maryland General Corporation Law. The Corporation may, with the approval of its Board of Directors, provide such indemnification for a person who formerly served a predecessor of the Corporation in any of the capacities described in (i) or (ii) above and for any employee or agent of the Corporation or a predecessor of the Corporation.

2. Advancement of Expenses. Upon approval of the Board of Directors, reasonable expenses incurred by a director or officer who is or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, may be paid or reimbursed by the Corporation in advance of the final disposition of the proceeding upon receipt by the Corporation of (i) a written affirmation by the party seeking indemnification that he has a good faith belief that the standard of conduct necessary for indemnification by the Corporation as authorized herein has been met; and (ii) a written undertaking by or on behalf of the party seeking indemnification to repay the amount if it shall ultimately be determined that the standard of conduct has not been met.

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LAW OFFICES

WHITEFORD, TAYLOR & PRESTON

500 COURT TOWERS
210 WEST PENNSYLVANIA AVENUE
TOWSON, MARYLAND 21204-4515
301-832-2000
FAX: 301-832-2015

SUITE 1400
SEVEN SAINT PAUL STREET
BALTIMORE, MARYLAND 21202
TELEPHONE 301-347-8700

SUITE 400
888 17TH STREET, NW
WASHINGTON, D.C. 20006
TELEPHONE 202-835-0606

THOMAS P. KIMMITT, JR.

DIRECT NUMBER
301-832-2032

March 29, 1990

Mr. Larry Poe, President
BEMANCO
3 Beach Drive
Mechanicsville, Maryland 20659

Re: Homeowners' Association Questions

Dear Larry:

I wanted to respond to you in writing regarding your question about disclosures for BEMANCO in relation to the Maryland Homeowners' Association Act.

Section 11B-112 of the Real Property Article of the Annotated Code of Maryland relates to disclosures which must be made by Homeowners' Associations.

You had asked whether you are required to have and publish a written budget for BEMANCO. Apparently the question arose because of Section 11B-105(b)(a) which requires that a estimated or actual budget for the Homeowners' Association for the current fiscal year, including a description of the replacement reserves for common area improvements, be given to a purchaser of a property. This particular requirement, however, only relates to vendors on the initial sale of properties within a development in which there are 12 or more lots. Furthermore, this particular requirement is exempted from those items to be filed at the county's depository pursuant to Section 11B-112 (c)(i).

In order to decipher what must be filed in the depository, the key provision is Section 11B-112(c) of the Real Property Article. For your convenience, I am enclosing a copy of the most recent version of the Maryland Homeowners' Association Act. This will allow you to directly refer to the provisions referenced to in my letter.

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Specifically required to be provided to the depository is the following information:

1. BEMANCO's full name, principal address and telephone number.

2. BEMANCO's state of incorporation and the name and address of BEMANCO'S resident agent.

3. The general location and size of the development including the number of lots contained within the development.

4. A statement that BEMANCO has no right to annex additional property into the development other than as described.

5. A copy of the Bylaws and any other Rules and Regulations to which a purchaser of a lot within the development may be subject.

6. A description of that property which is currently owned and maintained by BEMANCO.

7. A brief description of zoning and other land use requirements, if any, affecting the development and a written description of where that information is available for inspection.

8. A brief statement regarding mandatory BEMANCO fees, the fact that the fees cannot be increased without unanimous approval, a description of how fees and assessment and delinquent charges will be collected, a statement that assessments are liens against the lot and whether unpaid fees or assessments bear interest, and if so, at what rate that interest is carried, that unpaid fees or assessments may be enforced by imposing a lien under the terms of the Maryland Contract Lien Act and lastly, whether lot owners will be assessed late charges or attorney's fees for collecting unpaid fees or assessments.

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9. A description of any special rates or exemptions reserved by BEMANCO, including the right to conduct construction within the development, the right to pay reduced Homeowners' Association fee and exemptions from use or restrictions of architectural control provisions contained in the Covenants.

10. The name and address and telephone number of a person authorized on behalf of BEMANCO to provide to the public information regarding BEMANCO or a statement that no officer or agent is presently authorized by BEMANCO to do so.

In addition, as I had expressed to you earlier it is clear from Section 11B-106 that the vendor of a particular lot is the one to make the disclosures to potential purchasers. In fact, Section 11B-106(a)(3) gives specific language which is to be included in contracts used in the sale of personal residences. As a result, BEMANCO is under no obligation to seek out potential buyers and to make this information known. BEMANCO may want to consider a letter of some sort to its membership reminding them of their obligations under the Maryland Homeowners Act and telling them that they should seek individual legal counsel or the assistance of their broker in making the necessary disclosures if and when they sell their residence. In addition, it is also a requirement that the seller notify the BEMANCO of the fact that a sale is occurring and the name of the transferee of the property.

Finally, for your information, I am enclosing a copy of the Notice which I prepared for BEMANCO to give to community owners selling their homes. It was forwarded by letter dated August 3, 1988.

Please give me a call after you have had an opportunity to review this letter if you have any questions.

Very truly yours,

Thomas P. Kimmitt, Jr.

TPK:alm
enclosures

The following information is provided to the depository for St. Mary's County, Maryland on behalf of Beach Management Corporation of Golden Beach/Patuxent Knolls subdivisions in reference to the Maryland Homeowners Association Act, Section 11B-112.

1. BEMANCO'S full name, principal address and telephone number is:

   Beach Management Corporation (BEMANCO)
   P.O. Box 142
   Charlotte Hall, Maryland 20622
   Telephone Number: 884-3622

2. BEMANCO is incorporated in the State of Maryland and it's resident agent is Larry J. Poe, 3 Beach Drive, Mechanicsville, Maryland, 20659.

3. The entire subdivision of Golden Beach and Patuxent Knolls located in the northeast corner of St. Mary's County, Maryland consists of approximately 1200 lots.

4. Under certain conditions and approval of the membership, BEMANCO may annex additional properties, however, as of this date there is no plan to annex any additional property.

5. See attached copies of By-Laws, Articles of Incorporation and Covenants.

6. BEMANCO owns and maintains five (5) beach front areas known as 1) Benson's Pier, 2) Small Beach, 3) Long Point, 4) Main Beach, and 5) Trent Hall Boat Ramp and Pier. The Main Beach includes the Pavillion and Lot #494 located on Duke Road/Beach Drive.

7. The approved zoning and land use requirements of these subdivisions is R-1 which can be explained and verified at the Office of Planning and Zoning located at the Governmental Center, Leonardtown, Maryland 20650.

8. BEMANCO assesses a mandatory annual fee of $28.00 per lot. This fee cannot be increased without unanimous approval of all property owners. This annual fee is due in January of each year with a late charge of $3.00 or 6%, whichever is greater after July 1 of said year. These delinquent accounts become liens against the lot and may be enforced under the terms of the Maryland Contract Lien Act. These late charges and attorney fees for collecting unpaid fees or assessments will be included in the amount lot owners are assessed.

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9. BEMANCO reserves the right to provide special rates or exemptions of the payment of these fees to the original developers of Golden Beach and Patuxent Knolls until these lots are sold as outlined in an agreement dated April 25, 1974. In addition, the properties owned by the Golden Beach/Patuxent Knolls Civic Association are also exempt from payment of the annual $28.00 fee. BEMANCO reserves the right to conduct construction within the development within the requirement of planning and zoning regulations and with the approval of the membership. BEMANCO is not subject to the payment of the annual $28.00 Homeowner's Association fee outlined in the covenants and is exempt from use or restrictions of the architectural control provision contained in the covenants.

10. Public information concerning BEMANCO may be obtained by calling the Secretary of BEMANCO at 884-3622 or by writing to BEMANCO at P.O. Box 142, Charlotte Hall, Maryland 20622.

1. The land hereby conveyed shall be used only for the purposes of family residence and appropriate uses accessory thereto. No building shall be erected thereon except a single family dwelling house and garage appurtenant thereto, and no such garage may be erected except simultaneously with or subsequent to erection of the residence. No building, fence or other structure shall be erected or altered unless the plans, specifications, including color scheme, and plot plan therefor, are submitted to and formally approved in writing by the Grantor, its successors or assigns, and a copy of such plans, specifications and plot plan, as so approved shall be permanently filed with the Grantor, its successors or assigns, before any work is begun. No privies or outside toilet facilities shall be constructed or maintained on any lot, and any sewage disposal system shall be of a type approved or recommended by the State and Local Departments of Health. No sign of any description may be erected or placed on any portion of the land without the express written approval of Grantor, its successors or assigns. No tent, trailer or out building shall ever be erected or maintained on the tract, and no garage or basement shall at any time be used as a temporary or permanent residence.

2. No business or occupation of any kind, other than home practice of physician, may at any time be carried on or permitted upon the said land, except in those areas which may be designated for such purposes on the subdivision Plats of Golden Beach, filed among the Plat Records of St. Mary's County.

3. No animals, except household pets, shall be kept or maintained on any part of said property. The term "household pets," as herein used, shall include only dogs, cats and caged birds kept within the residence. No pigeons or other fowl and no kennelled or caged animals of any kind shall be permitted.

4. The Grantor reserves to itself, its successors, licensees and assigns, an easement or right of way over a strip of ground 10 feet in width along the side, front and rear outlines of the lot or lots hereby conveyed, for the purpose of installation and maintenance of public utilities, including but not limited to gas, water, electricity, telephone, sewerage and drainage and any appurtenance to the supply lines therefor, including guy wires, transformers, meters, etc., by overhead transmission lines or underground installation, including the right to remove and/or trim trees, shrubs or plants. This reservation is for the purpose of providing for the practical installation of such utilities as and when any public authority or utility company may desire to serve said lots, with no obligation to Grantor to supply such services. The Grantor reserves to itself, its successors and assigns, the beds of roads, drains, alleys and ways shown on the Plat of Golden Beach aforesaid, and reserves the right, without compensation to Grantees or anyone claiming through or under them, at any time, to dedicate all roads, ways or alleys and drainage systems, ditches, outfalls and lines laid out or shown upon said Plat to public use and/or to convey the same to the State or County or any agency or instrumentality thereof. No dedication to public use of roads, alleys, ways or beaches is intended by this deed.

5. All of the residential lots shown upon the subdivision Plat of Golden Beach hereinbefore referred to, shall be subject to an annual charge of Twenty-eight Dollars ($28.00) per lot, payable on the first day of January of each year hereafter which shall be paid to Golden Beach, Inc., which shall be collection agent for Shoreline Beach, Incorporated, or to Shoreline Beach, Incorporated, if billed by it, which latter corporation shall be the owner of said charge, for the use of the beaches shown on said plat of Golden Beach, which privileges for use are not assignable except with conveyance of the lot charged with said payment, ~~and then only upon written approval of Shoreline Beach, Incorporated, its or their successors or assigns~~. It is expressly agreed that said charge shall constitute a lien or encumbrance on the land with respect to which said charge is made which shall bind the land and by virtue of taking title to any of the land included in said tract, the owner or owners thereof from the time of acquiring title thereto, shall be held to have covenanted and agreed to pay Grantors, its or their successors or assigns aforesaid, all charges provided for in this paragraph.

Shoreline Beach, Incorporated, shall maintain the beaches in its own discretion, or as it shall undertake by contract with the Grantor herein, and Grantees shall have no rights to dictate or require maintenance of such beaches or have any rights therein other than the reasonable use thereof, in accordance with the rules and regulations of such corporation. Grantees, for themselves, their heirs and assigns, covenant to use said beaches only in accordance with the rules and regulations which may from time to time be promulgated with reference thereto, and vest Grantor and Shoreline Beach, Incorporated, its or their successors or assigns, with the power to deprive any persons, including Grantees, members of their families, their heirs and assigns, of the use of such beaches, temporarily or permanently, for infraction of such rules and regulations, without impairing the aforesad obligation to pay such charges, or the lien therefor.

6. Failure to enforce any restriction, condition, covenant or agreement herein contained, shall in no event be deemed a waiver of a right to do so thereafter, as to the same breach or as to one occurring prior or subsequently thereto.

* Deleted Feb. 1971 - See Liber 165, Folio 370 *

LIBER COI PAGE 495

BEACH MANAGEMENT CORPORATION OF GOLDEN BEACH, MARYLAND, INC.
P.O. Box 142
CHARLOTTE HALL, MARYLAND 20622

301-884-3622

Bemanco (Shoreline Beach, Inc.)
By-Laws Effective August 27, 1972
Amended March 15, 1973
Amended December 9, 1973
Amended December 12, 1974
Amended December 11, 1975
Retyped December 4, 1978
Retyped January 1, 1989
Amended November 16, 1989

Article I Title and Purposes

1. The title of this corporation shall be "Beach Management Corporation of Golden Beach, Maryland". The abbreviated title shall be "Bemanco".

2. The purposes for which this nonprofit corporation are formed and the business, or objects, to be carried on and promoted by it are as follows:

a. To organize exclusively for pleasure and recreational activities and no part of the net earnings of the corporation will inure to the benefit of any member or other private person.

b. To acquire ownership of the stock of the corporation known as Shore Line Beach Incorporated, thereby acquiring all of the latter corporation's assets, liabilities, responsibilities and privileges, in order to assure and control the continued performance of those functions which Shore Line Beach Incorporated is obligated to perform in connection with the ownership, operation, and maintenance of the: (i) two community bathing beaches, (ii) that beach area extending out to Long Point, (iii) two community piers and ramps, all of which are situated in the subdivision known as Golden Beach in St. Mary's County, Maryland.

c. To collect the annual membership fee of Twenty-Eight Dollars ($28.00) per lot from all lot owners in the subdivision known as Golden Beach, and use said funds for the ownership, operation, maintenance and improvement of the five areas of beaches, piers, docks, and land as set forth in paragraph one hereinabove; and

d. To devote all the income over and above the expenditures for operation, improvement and maintenance of said lands (after setting aside a prudent reserve for same) to projects and improvements, determined by the Board of Directors of the corporation to be beneficial to the health, welfare and better living conditions for the residents of the community of Golden Beach; including but not limited to, the construction, maintenance and improvement of additional facilities for use of

the Golden Beach Community as a whole provided such additional facilities are on shoreline beaches, ramps and piers owned or acquired by the Corporation.

e. To do anything permitted by Section 2-103 of the Corporations and Associations Article of the Annotated Code of Maryland, as amended from time to time.

Article II

Organization

1. The management of the corporation shall be vested in the officers and directors, hereinafter referred to collectively as the board.

2. Officers shall be a President, a Vice-President, a Secretary, and a Treasurer; all to be elected annually.

3. There shall be seven (7) Directors elected to two-year terms, except that in the initial election three (3) of the Directors shall be elected to serve one-year terms.

4. Except for the Secretary and the Treasurer (or the Secretary-Treasurer), no officer or director shall be eligible for the election to the same office for more than two (2) full consecutive terms. Additionally, the immediate past-president shall be automatically appointed to serve a two-year term as a Director or until he is replaced by a succeeding past-president, whichever is the shorter period.

5. The Golden Beach Citizens Association shall be entitled to name a delegate to serve as a liaison representative with the corporation. This delegate shall be entitled to participate in the proceedings of the board, but shall not be entitled to a vote.

6. Five (5) members of the board shall constitute a quorum.
7. Vacancies in Office of Director positions shall be filled for the unexpired term by majority vote of the remaining members of the Board.

8. Directors shall serve without compensation, but the board may authorize reimbursement for appropriate expenses.

9. Directors may serve the corporation in any other capacity and receive compensation therefore, as may be authorized by the board.

10. No person shall simultaneously hold more than one office, except that one person may hold both the office of Secretary and Treasurer.
11. Any office or director of the corporation may be suspended by a two-thirds vote of the board at any meeting of the board, provided notice of such meeting advises in writing that such action is to be considered.

12. The board may, by majority vote appoint a replacement to serve during the suspension of an officer or director.

13. An officer or director may request his own suspension and replacement for a period to coincide with his extended absence or disability.

14. The board may authorize an officer, director, or agent to select and employ, and this delegated authority shall include the right to terminate the persons selected and employed thereunder.

15. Agents or employees appointed directly by the board may be removed only by two-thirds vote at any meeting of the board, provided that the notice of such meeting advises in writing that such action is to be considered.

16. The President shall be the chief executive of the corporation, shall preside at all meetings of the members and the board, shall have general active management of the business of the corporation, and shall see that orders and resolutions of the board are carried into effect. He shall execute bonds, mortgages, and other contracts requiring a seal, under the seal of the corporation, except where such papers are required or permitted by the law to be otherwise signed and executed, and except where the board shall expressly delegate to some other officer or agent of the corporation the signing and execution of such papers. He shall perform such other duties as are incident to his office.

17. The Vice-President shall, in the absence or disability of the president, perform the duties and exercise the power of the president. He shall perform such other duties and have such other powers as the board may prescribe.

18. The Secretary shall attend all meetings of the board and of the members, and shall record the proceedings of the meetings in a book to be kept for that purpose. The secretary shall perform like duties for the standing committees when required. The secretary shall keep in safe custody the seal of the corporation, and when authorized by the board, shall affix the same to any instrument requiring it, and when so affixed it shall be attested by the signature of the secretary. The secretary shall be in charge of the membership records. The secretary shall serve under the supervision of the board and of the president, and shall perform such duties as they may prescribe.

19. The Treasurer shall have custody of the corporate funds and securities and shall keep full and accurate account of receipts and disbursements in books belonging to the corporation, and shall deposit all monies and other valuable effects in the name and to the credit of the corporation in such depositories as may be designated by the board. The treasurer shall make disbursements as authorized by the Board of Directors and take vouchers for same. The treasurer shall report to the president and the board whenever required an account of all transactions performed as treasurer, and of the financial condition of the corporation.

20. In the absence or disability of the secretary or treasurer, the president, with approval of the board, may designate a director to perform the duties of either, provided that the board shall have sole determination of the circumstances under which a substitute for the treasurer may perform duties for which a bond would be appropriate.

21. The treasurer shall give the corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the board for the faithful performance of the duties of his office. Bond premiums shall be paid for by the corporation.

Article III

Meetings of the Board

1. Regular meetings of the board shall be held at least quarterly upon at least ten (10) days notice, at such time and at such place as shall from time to time be determined by the board.

2. Special meetings of the board may be called by the president, or shall be called on the written request of five members of the board. Members of the board shall be given at least two days notice of any special meeting of the board.

Article IV

Elections

1. Officers and directors shall be elected at the annual meeting of members.

2. The president shall appoint a nominating committee which shall nominate at least one available candidate for each position of officer or director to be filled at the annual election.

3. Notices of the annual meeting shall include the names of the candidates offered by the nominating committee.

4. Nominations will be accepted from the floor at the annual meeting.

5. Members unable to attend the annual meeting may designate, in writing to the secretary, any member of Bemanco to serve as his proxy and the authorized proxy shall be entitled to act and to vote on behalf of the authorizing member.

6. When there is more than one candidate for the same vacancy, the candidate receiving the most votes will be elected.

Article V

Committees

1. The board shall determine the classes and tenure of committees and their method of appointment.

2. Committee chairmen and members shall serve without compensation, but the board may authorize payment of appropriate expenses.

Article VI

Membership

1. There shall be one class of membership in the corporation.

2. Membership is open to each lot owner in Golden Beach upon payment of an annual membership fee of Twenty-Eight Dollars ($28.00) provided that no one may acquire more than one membership for each lot owned. Members of the corporation who have paid a One Hundred Dollars ($100.00) fee previously, shall become charter members and shall be eligible to hold any office immediately so long as they continue to pay the annual membership fee. Upon payment of the annual membership fee and fees for any previous years for which the Twenty-Eight Dollars ($28.00) was not paid, a lot owner shall become a member of BEMANCO and shall have full voting rights. Members who are not charter members must be residents of Golden Beach for at least three (3) years before being eligible to hold the offices of President, Vice President, Secretary or Treasurer.

3. If property is owned by more than one person jointly, any membership based on such property shall be the membership of one of the owners, as they may elect. A member in such case may designate in writing a co-owner to exercise his prerogatives in his absence, including voting,and such designee shall have the right to participate in meetings, but shall not vote if the member is present.

4. Each membership shall entitle the owner thereof to one vote.

5. A certificate of membership shall be issued to each member. Any challenge to the validity of such a certificate shall be resolved by reference to the records of the corporation.

6. Membership certificates are not transferable. Certificates of membership shall be issued by the corporation to the recipients of transferred memberships upon satisfactory proof of such transfer in accordance with section 7, below.

7. Membership transfers. A member may transfer his/her membership to any person or persons eligible for such membership under one or more of the following provisions:

(a) Upon sale or transfer of the lot concerned to the new owner, provided the member gives written and signed notice to the corporation of the transfer, new owner, lot identification and effective date.

(b) Upon sale or transfer of the membership by the member to an owner of a lot eligible for membership, provided the member gives written and signed notice to the corporation of the transfer, the transferee lot owner, lot identification and effective date.

Article VII

Meetings of Members

1. The President shall convene the annual meeting of the members not earlier than January 1 nor later than January 31, unless the board determines by a two-thirds vote that circumstances require a different date.

2. Special meetings of the members may be called by the president and shall be called by the secretary upon determination of the majority of the members of the board present at a duly convened board meeting, or at the request of the majority of all members of the board, or upon receipt of a petition signed by not less than ten percent (10%) of the members of the corporation.

3. Written notice of a meeting of the members shall be mailed or delivered to each member of the corporation not less than 10 nor more than 30 days before the date of the meeting. Such notice shall specify the place, day and hour of the meeting. The notice of a special meeting shall specify the purpose or purposes for wnich the meeting is called..

4. Notices of meetings shall be deemed to have been given when deposited in the mail addressed to the member at his address as shown on the membership records of the corporation.

5. A proxy form shall be distributed with all notices of meetings.

6. Business transacted at any special meeting shall be confined to the purposes stated in the notices thereof.

7. Twenty-five (25) members of the corporation, whether present or represented by proxy, shall constitute a quorum at meetings of members.

8. The board may submit questions to the membership for voting by mail, and the results will be binding if at least ten percent of the membership return valid ballots.

9. Each member, whether present or not, shall at the time of the annual membership meeting be furnished, a financial statement showing in reasonable detail the assets and liabilities of the corporation, and a report of its operations for the preceding year.

10. In order to vote at any membership meeting, a voting member's dues must be paid in full by the date of any meeting requiring a vote on any issue involving the corporation or the community of Golden Beach.

Article VIII

Finances

1. The corporation may issue bonds and borrow money to further the purposes of the corporation as set forth in Article I.

2. An annual audit shall be conducted and the result of such audit shall be reported to the membership.

3. The accounting period shall be the calendar year.

Article IX

Limits of Responsibility

1. No officer or director of the corporation, acting as such within the scope of authority vested in him by the Articles of Incorporation or by these by-laws, shall be held personally liable for the consequences of such action in the absence of personal misconduct or breach of fiduciary duty in the exercise of such duties. For the purposes of this section, the term "authority" shall include those duties and responsibilities which are either express or reasonably implied as necessary to the effective discharge of the duty in question.

Article X

Miscellaneous

1. Unless otherwise provided, all formal proceedings of the corporation shall be conducted in accordance with Robert's Rules of Order (revised).

2. For the purposes of the corporation and of these by-laws, the term "Golden Beach" shall mean those parcels of ground, situated in the 5th Election District of St. Mary's County, State of Maryland, which are included in the subdivision plat entitled

"Golden Beach", prepared by J. R. McCrone, Jr. Inc., and filed among the plat records of said county, which parcels have heretofore or may hereafter be sold by Golden Beach, Inc., under covenants granting purchasers recreational use of community beaches and piers, and requiring the payment of an annual fee for the maintenance of such facilities.

3. These By-Laws may be amended by a two-thirds vote of those present at any regular or special meeting of the members of the corporation at which a quorum is present, provided that notice of such meeting includes notice of the proposed amendment and provided further that, if such notice fails to provide a quorum, the By-Laws may be amended by a two-thirds majority, of those voting by mail under the provisions of Article VII, Section 8 of these By-Laws.

Article XI Indemnification

1. General. Upon approval of the Board of Directors, the corporation may indemnify (i) any individual who is a present or former director or officer of the corporation; or (ii) any individual who serves or has served in another corporation, partnership, joint venture,trust, employee benefit plan or any other enterprise as a director or officer, or as a partner or trustee of such partnership or employee benefit plan,at the request of the corporation and who by reason of service in that capacity was, is or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, to the full extent permitted under the Maryland General Corporation Law. The corporation may, with the approval of its Board of Directors, provide such indemnification for a person who formerly served a predecessor of the corporation in any of the capacities described in (i) or (ii) above and for any employee or agent of the corporation or a predecessor of the corporation.

2. Advancement of Expenses. Upon approval of the Board of Directors,reasonable expenses incurred by a director or officer who is or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, may be paid or reimbursed by the corporation in advance of the final disposition of the proceeding upon receipt by the corporation of (i) a written affirmation by the party seeking indemnification that he has a good faith belief that the standard of conduct necessary for indemnification by the corporation as authorized herein has been met; and (ii) a written undertaking by or on behalf of the party seeking indemnification to repay the amount if it shall ultimately be determined that the standard of conduct has not been met.

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Submitted to the Clerk of the Circuit Court for St. Mary's County

President Larry J Poe

Vice-President Jeanie Copsey

Secretary Dorothy F. Newkirk

Treasurer J. V. Curtis

Directors Roland E Newkirk

James Lynch

Marilyn Mills

Harold Mills

Irving B Owens Jr.

Barbara Livingston

Alexander R Echeverria

Del. Beach Management of Golden Beach

MAY 4 - 1990 MARY R. BELL, CLERK