LIBER 003 [redacted] 01

AVENMAR COMMUNITY ASSOCIATION, INC.

Informal Action of Directors

As of December 1, 1993

The undersigned, constituting all of the Directors of **AVENMAR COMMUNITY ASSOCIATION, INC.**, a Maryland non-stock, not-for-profit, membership Corporation (hereinafter referred to as the "Association") in accordance with Section 2-408(c) of the Corporations and Associations Article of the Annotated Code of Maryland, 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:

4:32PM12/15/93A HOMASC $10.00

WHEREAS, Section 4.03 of the Avenmar Community Association, Inc. Declaration of Covenants, Conditions and Restrictions (the "Declaration") provides that the Board of Directors shall from time to time fix the annual assessments, both general and specific as defined in Section 4.06 of the Declaration, at an amount sufficient to meet the anticipated Common Expenses of the Association;

WHEREAS, Section 4.03 requires that a copy of the budget, and the amount of the assessment to be levied against each lot, to be delivered to each Owner;

NOW THEREFORE, it is as of the date above written:

RESOLVED, that the attached budget, having been reviewed by the Board of Directors, is hereby approved as the budget for the Association for the calendar year 1994;

RESOLVED, that in order to promote the recreation, health, safety, and welfare of the residents of the Avenmar Subdivision and Members of the Association, and for the improvement and maintenance of the Common Area, that there be levied, subject to Section 4.03 of the Declaration, an annual assessment on each lot in the subdivision, in the amount of One Thousand One Hundred Twenty Eight Dollars and Forty Six Cents ($1,128.46), to be paid in monthly installments of Ninety Four Dollars and Four Cents ($94.04), each monthly installment to be due on or before the first of each month;

RESOLVED, that the Secretary of the Association, be and is hereby directed to mail a copy of this Resolution, with the attached budget, to each Owner and that the Secretary record the same in the Homeowner's Association Depository for St. Mary's County, Maryland;

This informal Action of the Board of Directors may be executed in counterparts.

WITNESS, the hands and seals of the Directors as of the date above written.

SEAL
Donald S. Franyo

SEAL
N. Charles Barbot

SEAL
Linda M. Ellington

RETURN TO:
NAME: Patty Lor
ADDRESS: Kennedy & Lacey

AVENMAR COMMUNITY ASSOCIATION
1994 ANNUAL BUDGET

GENERAL OPERATING EXPENSES		
Management Fee (Financial)	1,500.00	
Groundskeeper/Caretaker	25,000.00	
Payroll Taxes	5,000.00	
Employee Benefits	9,300.00	
Basic Insurance Policy	300.00	
Directors & Officers Ins.	800.00	
Workmen's Compensation	1,500.00	
Umbrella Policy	1,000.00	
Real Estate Taxes	3,000.00	
Legal Fees	1,400.00	
Audit & Tax Preparation	2,000.00	
Vehicle	4,500.00	
Vehicle Gas, Oil, Maint.	2,400.00	
Auto Insurance	650.00	
Miscellaneous	1,200.00	
TOTAL GENERAL OPERATING		59,550.00
ADMINISTRATIVE EXPENSES		
Office Supplies & Postage	300.00	
Telephone	300.00	
Meeting Expense	500.00	
Communications	740.00	
Social/Recreational Prgms.	1,000.00	
TOTAL ADMINISTRATIVE		2,840.00
GENERAL MAINTENANCE		
Equipment Repair & Maint.	2,000.00	
Community Street Signs	500.00	
TOTAL GENERAL MAINTENANCE		2,500.00
CONTRACT MAINTENANCE		
Common Area Grounds Maint.	12,000.00	
Trash Removal	1,500.00	
Snow Removal	.00	
Equipment Rental Contracts	5,200.00	
TOTAL CONTRACT MAINTENANCE		18,700.00
COMMUNITY FACILITY MAINTENANCE		
Community Fencing	500.00	
Swimming Pool Contract	.00	
Swimming Pool R & M	.00	
Swimming Pool Supplies	.00	
Tennis Courts R & M	500.00	
Tennis Court Supplies	200.00	
Pier & Boat Ramp R & M	500.00	
Manager's Residence R & M	2,500.00	
Community Center R & M	1,200.00	
Utilities	5,000.00	
TOTAL COMMUNITY FACILITY		10,400.00
RESERVES		
Swimming Pool	1,500.00	
Tennis Court/Playground	800.00	
Pier & Boat Ramp	750.00	
Community Center	1,500.00	
Community Center Drive, Parking	1,000.00	
Manager's Residence	1,800.00	
Entrance Features	350.00	
Barn/Fencing	1,000.00	
TOTAL RESERVES		8,700.00
TOTAL GENERAL ASSESSMENT		102,690.00
SPECIAL ASSESSMENTS		
Common Drives Maintenance	.00	
Common Drives Reserves	.00	
Common Street Lights Op. & Maint	.00	
Common Street Lights Reserves	.00	
Common Mailboxes Maint.	.00	
Common Mailboxes Reserves	.00	
TOTAL SPECIAL ASSESSMENTS		.00

Annual Lot Assessment = $1128.46 Monthly Lot Assessment = $94.04

M162/LME 11/30/93

LIBER 0870 PAGE 010

LIBER 003 PAGE 03

FIRST AMENDMENT
TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
AVENMAR COMMUNITY ASSOCIATION, INC.

THIS FIRST AMENDMENT, is made this 10th day of March 1994, by **AVENMAR LIMITED PARTNERSHIP**, a Maryland Limited Partnership, hereinafter referred to as the "Declarant";

10:33AM03/25/94A RECORD $15.00
10:33AM03/25/94A SURCHG $2.00

WHEREAS, the Declarant filed the "Declaration of Covenants, Conditions and Restrictions for Avenmar Community Association, Inc. (the "Declaration") on September 29, 1992 in the St. Mary's County Homeowner's Association Depository at **Liber 002, Folio 343**, and among the Land Records of St. Mary's County, Maryland at **Liber 713, Folio 257**;

10:33AM03/25/94A HOMASC $18.00

WHEREAS, Section 11.05 of the Declaration provides that so long as the Class B membership exists the Declarant may modify or amend the Declaration without the consent of the Owners;

WHEREAS, the Class B membership still exists and is not yet required to be converted into the Class A membership pursuant to Section 3.02 of the Declaration;

WHEREAS, the Declarant desires to amend the Declaration as set forth below;

NOW THEREFORE, the Declarant, AVENMAR LIMITED PARTNERSHIP, a Maryland Limited Partnership, hereby amends the Declaration as follows:

A. Section 6.38 is deleted in its entirety, and there is substituted in lieu thereof, the following new Section 6.38:

> Section 6.38. All fencing shall be approved in advance by the Control Committee, which shall have the authority to refuse certain types or colors of fencing or to require one or more uniform types of fencing to be used in throughout the Development. Wooden privacy fences and traditional, silver chain link fences will not be approved by the Control Committee unless special circumstances justify the use of such fencing in the Control Committee's sole discretion. Green or black vinyl clad chain link fences will generally only be permitted in rear yards or where not visible from the street, subject to the Control Committee's approval as to location, height, and landscape screening, as deemed appropriate by the Control Committee.

B. Section 6.39 is deleted in its entirety, and there is substituted in lieu thereof, the following new Section 6.39:

> Section 6.39. All yard lighting installed by an Owner shall first be approved by the Control Committee, which approval may be withheld in its sole and absolute discretion. Everywhere a driveway connects with a public road, the Declarant shall be responsible for installing the standard Control Committee approved yard light found throughout the Property. The Declarant or its designee shall supply and install the aforesaid standard yard light. The aforesaid standard yard light shall be installed on the Owner's Lot. The cost of electricity for the standard yard light, and maintenance of the yard light shall be borne by the Association. The cost of replacement and repair of the standard yard light shall be borne by the Association, unless said replacement or repair is required due to the action or inaction of the Owner, its family members, or social or business invitees of the Owner, in which event the cost of replacement or repair shall be borne by the Owner. There is hereby created across, over, under and through each Lot an easement in favor the Declarant and Association to allow for the installation, wiring, repair, replacement and service of the standard yard light.

C. Except as otherwise set forth herein, all covenants, conditions and restrictions of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has executed this First Amendment the date first above written.

WITNESS

AVENMAR LIMITED PARTNERSHIP, a Maryland Limited Partnership
BY: POTOMAC INVESTMENT ASSOCIATES LIMITED PARTNERSHIP

By: _____
Donald S. Franyo,
General Partner

STATE OF MARYLAND, COUNTY OF Montgomery, to wit:

I HEREBY CERTIFY that on this 10th day of March, 1994, before me a Notary Public in and for the State aforesaid, personally appeared Donald S. Franyo, who has been satisfactorily proven to be the person whose name is subscribed to this instrument, who acknowledged himself to be a General Partner of Potomac Investment Associates Limited Partnership, a Maryland Limited Partnership, the General Partner of Avenmar Limited Partnership, a Maryland Limited Partnership, and that the said Donald S. Franyo, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

WITNESS, my hands and Notarial Seal.

Notary Public
My Commission Expires: 9-1-96

XJD C:\HOA\AVENMAR\AMENDECL.AVE
030394 16:22

AVENMAR COMMUNITY ASSOCIATION, INC.
FIRST AMENDMENT
TO
ARCHITECTURAL GUIDELINES AND ARCHITECTURAL REVIEW PROCESS

The undersigned, constituting all of the members of the Control Committee of AVENMAR COMMUNITY ASSOCIATION, INC., as designated by the Declarant, Avenmar Limited Partnership, a Maryland Limited Partnership, 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:

10:33AM03/25/94A HOMASC $12.00

WHEREAS, pursuant to resolution dated December 20, 1992, the Control Committee adopted Architectural Guidelines and Architectural Review Process, which are recorded among the Homeowner's Association Depository of St. Mary's County, Maryland at Liber 002, 439 (the "Architectural Regulations");

WHEREAS, Section 5.04 of the Declaration of Covenants, Conditions and Restrictions for the Avenmar Community Association, Inc., the Control Committee has the authority from time to time to adopt architectural rules and regulations;

WHEREAS, the Control Committee wishes to amend the Architectural Regulations as set forth below.

NOW THEREFORE be it:

RESOLVED: Article IV.F. Fences appearing on page 12 of the Architectural Regulations, is hereby amended as follows:

Subparagraph numbered 1. which provides that "3-rail "estate style" fencing painted black, identical to that used for the Avenmar community center areas;" is hereby deleted in its entirety and in lieu thereof there is substituted the following:

> **1. 3 rail white vinyl "estate style" fencing, identical to that used for the Avenmar community center areas;**

RESOLVED: Article IV.H. Lighting - Exterior appearing on page 14 of the Declaration is hereby amended as follows:

Under the Section entitled "General Considerations" the paragraph which provides "* Driveway entry lighting (for lots where driveway connects with a public road) as specified by the Declarant." is hereby amended as follows:

> *** Driveway entry lighting (for lots where driveway connects with a public road) shall be in accordance with Section 6.38 of the Declaration, as amended, and as specified by the Declarant. The driveway entry lighting**

RETURN TO:
NAME: Dianne Patty
ADDRESS:
K & K

shall be installed by the Declarant, or its designee, in accordance with the aforesaid Section 6.38.

RESOLVED: In accordance with Section 6.37 of the Declaration, there is available from the Control Committee a model and/or description of the approved mailbox standard, which may be purchased from the Declarant.

RESOLVED, except as expressly amended herein the Architectural Regulations shall remain in full force and effect.

WITNESS, the hands of the Control Committee this 10th day of March, 1994.

AVENMAR LIMITED PARTNERSHIP

Donald S. Franco

N. Charles Barbot

Linda M. Ellington

KJD C:\HOA\AVENMAR\AMENDECL.AVE
030394 16:22

ELEVENTH ANNEXATION AMENDMENT

to

Declaration of Covenants, Conditions and Restrictions

of

SYCAMORE HOLLOW OF WILDEWOOD ASSOCIATION, INC.

This ELEVENTH ANNEXATION AMENDMENT, (the "Eleventh Annexation"), made this 18th day of April, 1994, by PARAGON BUILDERS, INC., a Corporation organized and existing under the laws of the State of Maryland (the "Declarant").

Introductory Statement

A. Declarant has caused the Declaration of Covenants, Conditions and Restrictions of Sycamore Hollow of Wildewood Association, Inc., dated January 22, 1993, to be recorded among the Land Records of St. Mary's County, Maryland in Liber E.W.A. No. 746 at Folio 96 (the "Declaration") establishing Sycamore Hollow of Wildewood and Sycamore Hollow of Wildewood Association, Inc. (the "Association").

B. The Declaration in Article II, Section 2, provides the Declarant unlimited right, privilege, and option, from time to time and at any time, to annex to the Property and to subject to the legal operation and effect of the Declaration and to the jurisdiction of the Association certain additional real property by the filing of an Annexation Amendment among the Land Records of St. Mary's County, Maryland.

C. Declarant now desires to annex certain additional real property and to subject the same to the legal operation and effect of the Declaration and to the jurisdiction of the Association in accordance with the provisions of the Declaration.

NOW THEREFORE, this Eleventh Annexation Amendment WITNESSETH: That Declarant, for itself, its successors, and assigns for themselves, their personal representatives, heirs, and assigns, do hereby expressly declare, state and establish as follows:

1. The additional real property annexed hereby and subjected to the legal operation and effect of the Declaration and to the jurisdiction of the Association is the property designated on Plat Fourteen, Lot 124, Sycamore Hollow of Wildewood, recorded in the plat records of St. Mary's County, Maryland in Plat Liber E.W.A. 039 at Folio 16 and including, but not limited to Lot 124.

2. That the additional real property annexed hereby is part of the property described in Exhibit "A" of the Declaration and the same is annexed and subjected to the legal operation and effect of the Declaration and to the jurisdiction of the Association in accordance with the Declaration.

WITNESS the hand and seal of Declarant, Paragon Builders, Inc., by its President on the day and year first above written.

ATTEST:

Thomas E. Wettengel
Corporate Secretary

PARAGON BUILDERS, INC.

by: _____ (SEAL)
Edmund W. Wettengel, Jr.
President

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

I HEREBY CERTIFY, that on this 18th day of April, 1994, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared EDMUND W. WETTENGEL, JR., who made oath in due form of law that he is the President of Paragon Builders, Inc., a corporation, the Declarant of the aforegoing Eleventh Annexation Amendment to Declaration, and that he is authorized to execute the said Eleventh Annexation Amendment to Declaration on behalf of the Corporation, and that the said Eleventh Annexation Amendment to Declaration is the act of Paragon Builders, Inc. and that said Eleventh Annexation Amendment to Declaration was executed and is to be recorded for the purpose of annexing additional property and subjecting the same to the legal operation and effect of the Declaration, and to the jurisdiction of Sycamore Hollow of Wildewood Association, Inc.

AS WITNESS my hand and Notarial Seal.

Michelle R Levin
Notary Public

My Commission Expires: 8 24 97

ORIGINAL PLAT EXECUTED BY ALL PARTIES

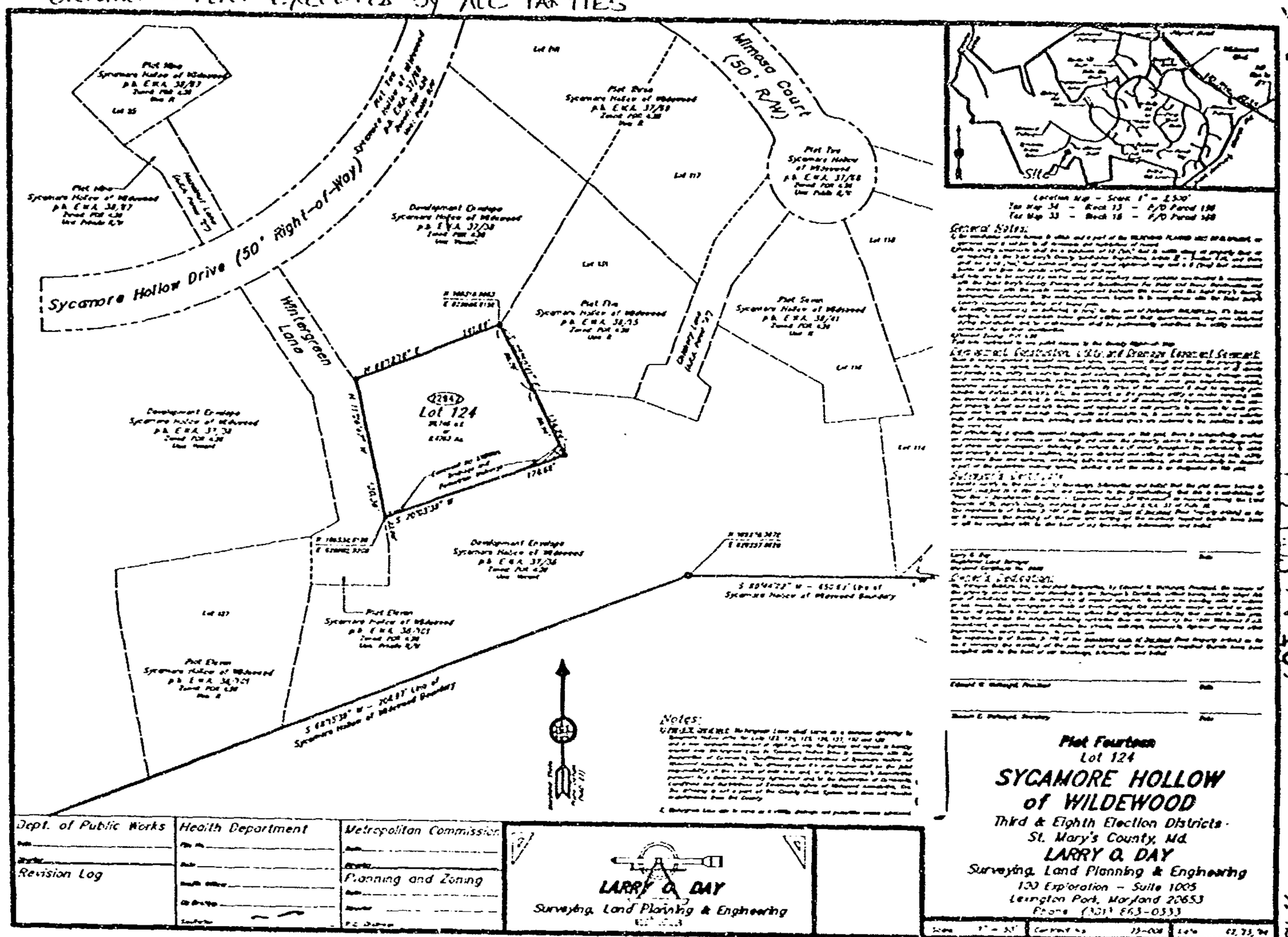


EXHIBIT "A" RECORDED IN THE LAND RECORDS OF ST. MARY'S COUNTY, MD E.W.A. 39 @ 16 4/13/94

4:41PM05/16/94A C.& R. $18.00
LIBER 0894 FOLIO 59
LIBER 1003 FOLIO 11
4:41PM05/16/94A SURCHG $2.00

TWELFTH ANNEXATION AMENDMENT

to

Declaration of Covenants, Conditions and Restrictions

of

SYCAMORE HOLLOW OF WILDEWOOD ASSOCIATION, INC.

4:41PM05/16/94A HOMASC $15.00

This TWELFTH ANNEXATION AMENDMENT, (the "Twelfth Annexation"), made this 3rd day of May, 1994, by PARAGON BUILDERS, INC., a Corporation organized and existing under the laws of the State of Maryland (the "Declarant").

Introductory Statement

A. Declarant has caused the Declaration of Covenants, Conditions and Restrictions of Sycamore Hollow of Wildewood Association, Inc., dated January 22, 1993, to be recorded among the Land Records of St. Mary's County, Maryland in Liber E.W.A. No. 746 at Folio 96 (the "Declaration") establishing Sycamore Hollow of Wildewood and Sycamore Hollow of Wildewood Association, Inc. (the "Association").

B. The Declaration in Article II, Section 2, provides the Declarant unlimited right, privilege, and option, from time to time and at any time, to annex to the Property and to subject to the legal operation and effect of the Declaration and to the jurisdiction of the Association certain additional real property by the filing of an Annexation Amendment among the Land Records of St. Mary's County, Maryland.

C. Declarant now desires to annex certain additional real property and to subject the same to the legal operation and effect of the Declaration and to the jurisdiction of the Association in accordance with the provisions of the Declaration.

NOW THEREFORE, this Twelfth Annexation Amendment WITNESSETH: That Declarant, for itself, its successors, and assigns for themselves, their personal representatives, heirs, and assigns, do hereby expressly declare, state and establish as follows:

1. The additional real property annexed hereby and subjected to the legal operation and effect of the Declaration and to the jurisdiction of the Association is the property designated on Plat Nineteen, Lots 119, 120, 125, and 126, Sycamore Hollow of Wildewood, recorded in the plat records of St. Mary's County, Maryland in Plat Liber E.W.A. 039 at Folio 2 and including, but not limited to Lots 119, 120, 125, and 126.

2. That the additional real property annexed hereby is part of the property described in Exhibit "A" of the Declaration and the same is annexed and subjected to the legal operation and effect of the Declaration and to the jurisdiction of the Association in accordance with the Declaration.

WITNESS the hand and seal of Declarant, Paragon Builders, Inc., by its President on the day and year first above written.

ATTEST:

Thomas E. Wettengel
Corporate Secretary

PARAGON BUILDERS, INC.

by: _____ (SEAL)
Edmund W. Wettengel, Jr.
President

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

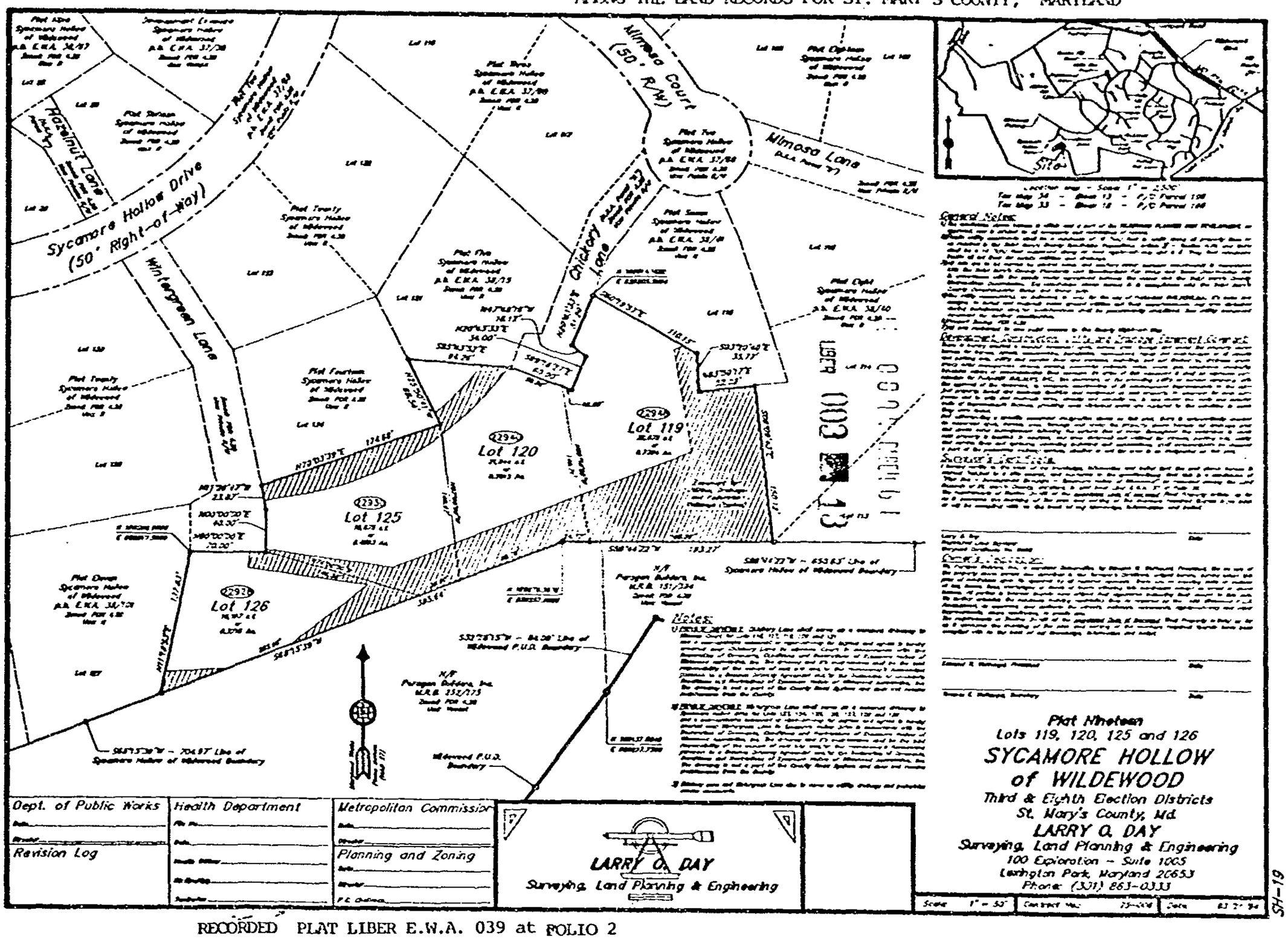
I HEREBY CERTIFY, that on this 3rd day of May, 1994, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared EDMUND W. WETTENGEL, JR., who made oath in due form of law that he is the President of Paragon Builders, Inc., a corporation, the Declarant of the aforegoing Twelfth Annexation Amendment to Declaration, and that he is authorized to execute the said Twelfth Annexation Amendment to Declaration on behalf of the Corporation, and that the said Twelfth Annexation Amendment to Declaration is the act of Paragon Builders, Inc. and that said Twelfth Annexation Amendment to Declaration was executed and is to be recorded for the purpose of annexing additional property and subjecting the same to the legal operation and effect of the Declaration, and to the jurisdiction of Sycamore Hollow of Wildewood Association, Inc.

AS WITNESS my hand and Notarial Seal.

Notary Public

My Commission Expires: 8/24/97

ORIGINAL PLAT EXECUTED BY ALL PARTIES AND RECORDED AMONG THE LAND RECORDS FOR ST. MARY'S COUNTY, MARYLAND



RECORDED PLAT LIBER E.W.A. 039 at FOLIO 2

SH-19

LIBER0897 PAGE328

DECLARATION

BOOK 003 PAGE 0014 OF

3:41PM05/20/940 C.& R. $108.00
3:41PM05/20/940 SURCHG $2.00

COVENANTS, CONDITIONS AND RESTRICTIONS

OF

3:41PM05/20/940 HOMASC $50.00

TOLSON ESTATES HOMEOWNERS ASSOCIATION, INC.

THIS DECLARATION, made and entered into this 5th day of April, 1994, by JULIUS WARREN TOLSON, GEORGIANA K. TOLSON, JEAN TOLSON WAIKART, SAMUEL R. WENTZ and SHARON H. WENTZ, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant are the joint owners of certain property located in the First Election District in the County of St. Mary's, State of Maryland, which is more particularly described as Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, and 11, and Parcel A (hereinafter referred to as the "McCrone Plat") as shown on a Plat by McCrone, Inc., entitled "Tolson Estates", dated May 20 1993, said plat being recorded in Plat Liber E.W.A., No. 39, Folio 36, among the Plat Records of St. Mary's County, Maryland; (hereinafter referred to as the "Property") . Being a portion of the land conveyed to the Declarant as follows:

1. 52% undivided interest to Julius Warren Tolson and Georgiana K. Tolson by deed from Julius Warren Tolson, dated June 15, 1992, recorded among the Land Records of St. Mary's County, Maryland at Liber E.W.A. 687, Folio 115;

2. 24% undivided interest to Samuel R. Wentz, Jr. and Sharon H. Wentz by deed from Samuel R. Wentz, Jr., as Personal Representative of the Estate of Anne Tolson Wentz, dated March 31, 1972, recorded among the aforesaid Land Records at Liber D.B.K. 177 Folio 183;

Folio 183;

3. 24% undivided interest inherited by Jean Tolson Waikart upon the death of Warren Tolson on December 16, 1949, as set forth in the Last Will and Testament of Warren Tolson filed among the records of the Register of Wills for St. Mary's County, Maryland in Will Book R.G.C. No. 1, Folio 191 (1948-1953).

WHEREAS, Declarants desire 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 desire to subject the real property described to easements, restrictions, covenants and conditions.

WHEREAS, Declarants have caused or will cause a non-profit membership corporation known or to be known, as Tolson Estates Homeowners Association, Inc. (the "Association") to be formed in order to perform certain functions on behalf of the Owners of Lots within the Property, including, but not limited to, the enforcement of the covenants, conditions and restrictions herein set forth, and for management of the common areas to be owned by the association, and collection and disbursement of the assessments and charges hereafter created;

NOW, THEREFORE, Declarants hereby declare that the Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability and enhancing the attractiveness, of the Property, and which shall run with the Property and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner of the

Property or any part thereof and their respective heirs, personal representatives, successors and assigns, and the Association.

ARTICLE I

DEFINITIONS

SECTION 1. "Architectural Control Committee" shall mean a Committee of the Association set up in accordance with Article IV herein to ensure that buildings and structures built on the property and the maintenance thereof, shall meet adequate standards of design and appearance.

SECTION 2. "Association" shall mean and refer to the **TOLSON ESTATES HOMEOWNERS ASSOCIATION, INC.**, a Maryland not for profit corporation, as formed or to be formed by the Declarants, their successors and assigns.

SECTION 3. "Declarant" shall mean and refer to Julius Warren Tolson, Georgiana K. Tolson, Jean Tolson Waikart, Samuel R. Wentz, and Sharon H. Wentz, and their successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development, and the Declarant shall have assigned all or part of its rights, in writing, to the successor or assign.

SECTION 4. "Lot" shall mean and refer to Lots 1 through 11 shown on any recorded subdivision map of the Property, or any one of the aforesaid Lots, as appropriate.

SECTION 5. "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 part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

SECTION 6. "Property" 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 and subjected to the Declaration as herein provided.

ARTICLE II

TOLSON ESTATES HOMEOWNERS ASSOCIATION, INC.

SECTION 1. ESTABLISHMENT OF THE ASSOCIATION. After the recording of this document, the **TOLSON ESTATES HOMEOWNERS ASSOCIATION, INC.**, hereinafter the "Association" shall be established. Except as specified herein, the form, members, and duties and responsibilities of the Association and certain other matters relating to it shall be as set forth in 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 Declarants, 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 the Owners 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 Declarants and shall be entitled to three (3) votes for each Lot jointly owned by Declarants. All of Declarants' votes shall be cast in a block and the decision of how the Declarants' votes shall be cast shall be made by majority vote of Declarants among themselves with

(i) Julius Warren Tolson and Georgiana K. Tolson jointly being entitled to cast one vote;

(ii) Samuel R. Wentz and Sharon H. Wentz jointly being entitled to cast one vote; and

(iii) with Jean Tolson Waikart being entitled to cast one vote.

The Class B membership shall cease, subject to revival upon additional land being annexed to the Property pursuant to this declaration, and be converted to Class A membership on the happening of the first to occur of the following events:

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

(B) On December 31, 2003.

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, 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 such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest and late charges as determined by the 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 Property and of the homes situated upon the Property, 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 Areas, and Hotel Cove Lane and Maindrive Way, if any, as is otherwise consistent with the rights and responsibilities of the Association for the benefit of the members.

SECTION 3. MAXIMUM ANNUAL ASSESSMENT. Until January 1, of the year immediately following the conveyance of the first Lot of an Owner, the maximum annual assessment per Lot shall be as determined by Resolution of the Board of Directos.

(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 not be increased each year by more than ten percent (10%) above the maximum

assessment for the previous fiscal 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 the ten percent (10%) limit\ceiling 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. 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 Section 3 shall be sent to all Members not less than ten (10) 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 may be collected not more frequently then monthly and not less often than once a year as determined by the Board of Directors. The Class B Member shall pay the full assessment for each Lot owned by the Class B Member. The aforesaid assessments shall be paid by each of the Declarants among

themselves in the same proportion that the Declarants are entitled to vote among themselves, as set forth in Article II, Section 3.

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 of any Lot from the Declarant to an Owner. The first annual assessment shall be fixed by the Board of Directors and shall be adjusted according to the number of months remaining in the fiscal year. The Board of Directors shall fix the amount of 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. If the Board of Directors fails to fix the annual assessment for any year, fails to send notice of the annual assessment and/or establish the due date for the assessment, then the annual assessment shall automatically be deemed to be the assessment for the previous year and every owner shall be obligated to pay the assessment no later than March 1 of the year, unless otherwise directed 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 to the date of its issuance.

SECTION 7. EFFECT OF NONPAYMENT OF ASSESSMENTS: REMEDIES OF THE ASSOCIATION. Any assessment not paid within sixty (60) 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 and shall be subject to a late charge of $5.00 or 5% of the

assessment whichever is greater, and the Board of Director 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. No owner may waive or otherwise escape liability for the assessments provided for herein by abandonment or non-use of any common area or of his Lot.

SECTION 8. MARYLAND CONTRACT LIEN ACT. The Association may establish and enforce the lien for any assessment, annual, special or additional, granted herein 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, attorney's fees provided for herein or awarded by a court for breach of any of the covenants herein.

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 the 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 IV

ARCHITECTURAL AND LANDSCAPING 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 change, or alteration therein be made upon the properties, nor shall any landscaping in the Common Area be commenced, maintained or changed, nor shall any new plantings be made in the Common Area, until the plans, and specifications showing the nature, kind, shape, dimensions, height, materials, color scheme, location, and landscaping details and proposed topographical changes 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, topography, and the "Preliminary Plan 11 Lot Subdivision" for Tolson Estates by an Architectural Control Committee composed of three (3) or more representatives appointed by 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. In addition to, and not in lieu of the other powers of the Board of Directors, the Board of Directors shall have the right, in its sole and absolute discretion, to deny and refuse to allow any landscaping or planting within the Common Area or to specify the nature, kind, shape, dimension, height, location or other landscaping details of any such landscaping or plantings in the Common Area.

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 V

USE OF PROPERTY

SECTION 1. PROTECTIVE COVENANTS.

(A) Residential Use. All the property is hereby designated for residential use and 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 model homes 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. Musical instruments, radios, televisions and record players, phonographs and the like shall be used only in such manner as not to unreasonably disturb persons on other lots or in the Common Area(s).

(C) Minimum Square Footage: 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 800 square feet on the first floor.

(D) Buses, Trucks, Inoperable Vehicles, Etc.: No buses, trucks, other than pick-up trucks, recreational vehicles, or any inoperable or unlicensed motor vehicle shall be permitted to be stored on the Property unless placed in a completely enclosed garage, or unless completely concealed behind a fence approved by the Architectural Control Committee.

(E) Further Subdivision: No Lot shall be further subdivided or separated into smaller Lots by any Owner, and no portion less than all of 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.

(F) Pets: No animals may be kept, maintained or bred on any Lot, except that dogs, cats or similar domestic household pets may be kept on a Lot, provided they are not kept, bred or maintained for any commercial purpose and provided further that they are kept in such manner as to avoid becoming a nuisance to neighbors or adjoining property owners, and any such animal shall at all time be under the control of a responsible person. Upon request of any Owner, the Board of Directors shall determine, in its sole discretion, whether for the purposes of this paragraph a particular animal shall be considered a "similar domestic household pet" or whether its actions have constituted a "nuisance", or it has been properly kept "under the control of a responsible person." Owners shall promptly clean all litter deposited on any Lot or Common Areas by their

household pets.

(G) Satellite Dishes: No satellite dishes of any kind shall be erected or kept on the Property, except as expressly permitted by the Architectural Control Committee and provided that the Architectural Control Committee shall have adopted regulations ensuring that any satellite dish is adequately screened from view.

(H) Trash: No lumber, metals, bulk material, garbage, refuse or trash shall be kept, stored or allowed to accumulate on any Lot (other than in an approved Structure); no Lot shall be used or maintained as a dumping ground for any material; trash, garbage or other waste shall not be kept on any Lot except in sanitary containers. All equipment and containers for the storage or disposal of such material shall be kept in a good, clean and sanitary condition; during construction of any approved Structure on a Lot, the Owner shall keep the construction site free of unsightly accumulations of rubbish and scrap materials, and construction materials, and construction materials, trailers, shacks and the like employed in connection with such construction shall be kept in a neat and orderly manner. Trash or other refuse that is to be disposed of by being picked up and carried away on a regular and reoccurring basis, may be placed in the open in an approved container on any day that a pick-up is to be made, at such place on the Lot so as to provide access to persons making such pick-up. At all other time, such containers shall be stored in such a manner so that they cannot be seen from adjacent and surrounding property; the Architectural Committee, in its discretion, may adopt and promulgate reasonable rules and regulations relating to the size, shape, color and type

of containers permitted and the manner of storage of same on a Lot.

(I) Trailers: Double wides, mobile homes, trailers, recreational vehicles, tents and temporary structures shall not be permitted.

(J) Parking in Common Areas: No fuel driven motor vehicle may be driven or placed on the Common Areas, except in such part of the Common Areas, if any, specifically set aside for driving and for parking. The Board of Directors of the Association may make such amendments to this provision as it deems appropriate.

(K) Architectural Control Committee Guidelines: 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 IV, 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 machinery, trash containers and planting on the Properties.

(L) Architectural Control Committee Temporary Permits: 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. Each Owner shall keep all Lots owned by him, and all improvements therein or thereon, in good order and repair and free of debris. Each Owner shall assume responsibility for the seeding, watering and mowing of all lawns, the pruning and cutting of all tress and shrubbery and 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 and maintenance and Article IV herein. 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 of (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 and/or remedy any condition in question. All costs related to such correction, repair or restoration shall become a binding personal obligation of such Owner of the Lot and as an additional assessment of the 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: (1) the Declarant; (2) Southern Maryland Electric Cooperative; (3) St. Mary's County Metropolitan Commission; and (4) any other providing utility service company (with the approval of the Declarant); to complete construction of all contemplated improvements to the subject Lots and on any adjacent properties owned by the Declarant, 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.

There is hereby created a 10' utility easement along Hotel Cove Lane and Maindrive Way for the same purposes and upon the same conditions as set forth above.

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 grading 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. EASEMENT FOR INGRESS AND EGRESS/ MAINTENANCE OF PRIVATE ROADS: There is hereby created an easement for purposes of ingress and egress over and across area identified as Hotel Cove Lane as shown on the McCrone Plat to be used by the Owners of Lots 2,3,4,5, and 6, their heirs, personal representatives, successors and assigns as a means of ingress and egress to and from the aforesaid Lots and Lighthouse Road. There is hereby created an easement for ingress and egress over and across that area identified as Maindrive Way on the McCrone Plat to be used in common by the Owners of Lots 7, 8, 9, 10, and 11 their heirs, personal representatives, successors and assigns as a means ingress and egress to and from the respective Lots and Lighthouse Road. The Declarants hereby reserve to themselves, their heirs, personal representatives, successors, and assigns the right, but not the

obligation, to grade, regrade and improve said Hotel Cove Lane and Maindrive Way as the same are located on the McCrone Plat, including the creation of, extension of and installation of drainage structures thereon. The aforesaid Hotel Cove Lane and Maindrive Way shall be used, improved and maintained by the aforesaid Lot Owners, their heirs, personal representatives and assigns, subject to the following conditions:

(a) The roads shall be maintained and kept in good repair, the responsibility and cost of which shall be borne by the Association;

(b) The decision as to what maintenance and what improvement, if any, are to be made to the roads shall be made by the Board of Directors of the Association;

(c) Any financial obligations created by, or arising out of, the use, maintenance and improvements of the roads, shall be borne by the Association and said monies shall be raised as part of the assessment levied upon Lots 1 - 11 equally, it being expressly understood that all Owners shall contribute equally to the maintenance of all roads in the subdivision;

(d) The aforesaid roads shall be kept open for the use of the Owners and no obstructions shall be erected or permitted which would in any way interfere with the use of the roads and nothing shall be stored or left on Hotel Cove Lane or Maindrive Way.

ARTICLE VI

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, lien, 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 effect 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 unanimous consent 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. Anything set forth in Section 3 above to the contrary notwithstanding, the Declarants shall have the absolute unilateral right, power and authority to amend, modify, revise or change any of the terms of the provisions of this Declaration, all as from time to time amended or supplemented. This unilateral right, power, and authority of the Declarants may be exercised if either the Veterans Administration or the Federal Housing Administration or any successor agencies thereto shall require such action as a condition precedent to the approval by such agency of the United States of the Property or any part thereof or of any Lot thereof, for federally approved mortgage financing proposed under applicable

Veterans Administration, Federal Housing Administration or similar programs. If the Veterans Administration or the Federal Housing Administration or any successors agency approves the Property, or any part thereof, or any Lot thereon, for federally approved mortgage financing purposes, thereafter any amendments to the Declaration made during any period of time where there are Class B Members shall also require the prior consent of the agency giving such approval, if such approval is required by such agency.

SECTION 5. 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 6. FHA/VA APPROVAL. If the Declarants apply for approval for any Lot of the Federal Housing Administration or the Veterans Administration, for mortgage financing, and any Lot is approved for such financing then in that event so long as there is a Class B Membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration if required by such agency: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

This document may be executed in counterparts.

WITNESS: **DECLARANTS**

_____ Julius Warren Tolson

_____ Georgiana K. Tolson

_____ Jean Tolson Waikart

_____ Samuel R. Wentz

_____ Sharon H. Wentz

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

I HEREBY CERTIFY that on this 5 day of April, ~~1993~~ 1994, before me a Notary Public of the State and County as aforesaid, personally appeared JULIUS WARREN TOLSON, personally known to me, or satisfactorily proven to me to be the Declarant herein, and he acknowledged the foregoing Declaration of Covenants, Conditions and Restrictions of TOLSON ESTATES HOMEOWNERS ASSOCIATION, INC., to be his act.

Brenda Kay Webb
Notary Public
My Commission expires: July 1, 1995

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

I HEREBY CERTIFY that on this 5 day of April, ~~1993~~ 1994, before me a Notary Public of the State and County as aforesaid, personally appeared GEORGIAN K. TOLSON, personally known to me, or satisfactorily proven to me to be the Declarant herein, and she acknowledged the foregoing Declaration of Covenants, Conditions and Restrictions of TOLSON ESTATES HOMEOWNERS ASSOCIATION, INC., to be his act.

Brenda Kay Webb
Notary Public
My Commission expires: July 1, 1995

LIBER 0897 PAGE 348

Dorothy M Gray

Jean Tolson Waikart
Jean Tolson Waikart

BOOK 003 PAGE 0034

Samuel R. Wentz

Sharon H. Wentz

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

I HEREBY CERTIFY that on this_____day of_____, 1993, before me a Notary Public of the State and County as aforesaid, personally appeared JULIUS WARREN TOLSON, personally known to me, or satisfactorily proven to me to be the Declarant herein, and he acknowledged the foregoing Declaration of Covenants, Conditions and Restrictions of TOLSON ESTATES HOMEOWNERS ASSOCIATION, INC., to be his act.

Notary Public
My Commission expires:_____

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

I HEREBY CERTIFY that on this_____day of_____, 1993, before me a Notary Public of the State and County as aforesaid, personally appeared GEORGIAN K. TOLSON, personally known to me, or satisfactorily proven to me to be the Declarant herein, and she acknowledged the foregoing Declaration of Covenants, Conditions and Restrictions of TOLSON ESTATES HOMEOWNERS ASSOCIATION, INC., to be his act.

Notary Public
My Commission expires:_____

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

I HEREBY CERTIFY that on this 16th day of November, 1993, before me a Notary Public of the State and County as aforesaid, personally appeared JEAN TOLSON WAIKART personally known to me, or satisfactorily proven to me to be the Declarant herein, and she acknowledged the foregoing Declaration of Covenants, Conditions and Restrictions of TOLSON ESTATES HOMEOWNERS ASSOCIATION, INC., to be her act.

Sean Powell
Notary Public
My Commission expires: 5/7/94

STATE OF _____
COUNTY OF _____, to wit:

I HEREBY CERTIFY that on this _____ day of _____, 1993, before me a Notary Public of the State and County as aforesaid, personally appeared SAMUEL R. WENTZ, personally known to me, or satisfactorily proven to me to be the Declarant herein, and he acknowledged the foregoing Declaration of Covenants, Conditions and Restrictions of TOLSON ESTATES HOMEOWNERS ASSOCIATION, INC., to be his act.

_____
Notary Public
My Commission expires: _____

STATE OF _____
COUNTY OF _____, to wit:

I HEREBY CERTIFY that on this _____ day of _____, 1993, before me a Notary Public of the State and County as aforesaid, personally appeared SHARON H. WENTZ, personally known to me, or satisfactorily proven to me to be the Declarant herein, and he acknowledged the foregoing Declaration of Covenants, Conditions and Restrictions of TOLSON ESTATES HOMEOWNERS ASSOCIATION, INC., to be her act.

_____
Notary Public
My Commission expires: _____

Jean Tolson Waikart

Samuel R. Wentz

Sharon H. Wentz

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

I HEREBY CERTIFY that on this_____day of_____, 1993, before me a Notary Public of the State and County as aforesaid, personally appeared JULIUS WARREN TOLSON, personally known to me, or satisfactorily proven to me to be the Declarant herein, and he acknowledged the foregoing Declaration of Covenants, Conditions and Restrictions of TOLSON ESTATES HOMEOWNERS ASSOCIATION, INC., to be his act.

_____
Notary Public
My Commission expires:_____

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

I HEREBY CERTIFY that on this_____day of_____, 1993, before me a Notary Public of the State and County as aforesaid, personally appeared GEORGIAN K. TOLSON, personally known to me, or satisfactorily proven to me to be the Declarant herein, and she acknowledged the foregoing Declaration of Covenants, Conditions and Restrictions of TOLSON ESTATES HOMEOWNERS ASSOCIATION, INC., to be his act.

_____
Notary Public
My Commission expires:_____

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

I HEREBY CERTIFY that on this_____day of_____, 1993, before me a Notary Public of the State and County as aforesaid, personally appeared JEAN TOLSON WAIKART personally known to me, or satisfactorily proven to me to be the Declarant herein, and she acknowledged the foregoing Declaration of Covenants, Conditions and Restrictions of TOLSON ESTATES HOMEOWNERS ASSOCIATION, INC., to be her act.

_____
Notary Public
My Commission expires:_____

STATE OF North Carolina
COUNTY OF Pasquotank, to wit:

I HEREBY CERTIFY that on this 9th day of November, 1993, before me a Notary Public of the State and County as aforesaid, personally appeared SAMUEL R. WENTZ, personally known to me, or satisfactorily proven to me to be the Declarant herein, and he acknowledged the foregoing Declaration of Covenants, Conditions and Restrictions of TOLSON ESTATES HOMEOWNERS ASSOCIATION, INC., to be his act.

LOIS J. HOLLOWELL NOTARY PUBLIC PASQUOTANK COUNTY, N.C.

Lois J. Hollowell
Notary Public
My Commission expires: 7-27-94

STATE OF North Carolina
COUNTY OF Pasquotank, to wit:

I HEREBY CERTIFY that on this 9th day of November, 1993, before me a Notary Public of the State and County as aforesaid, personally appeared SHARON H. WENTZ, personally known to me, or satisfactorily proven to me to be the Declarant herein, and he acknowledged the foregoing Declaration of Covenants, Conditions and Restrictions of TOLSON ESTATES HOMEOWNERS ASSOCIATION, INC., to be her act.

LOIS J. HOLLOWELL NOTARY PUBLIC PASQUOTANK COUNTY, N.C.

Lois J. Hollowell
Notary Public
My Commission expires: 7-27-94

BOOK 003 PAGE 0038

LIBER 0908 PAGE 452

9:27AM06/27/94A C.& R. $18.00
9:27AM06/27/94A SURCHG $2.00

THIRTEENTH ANNEXATION AMENDMENT

to

Declaration of Covenants, Conditions and Restrictions

of

SYCAMORE HOLLOW OF WILDEWOOD ASSOCIATION, INC.

9:27AM06/27/94A HOMASC $15.00

This THIRTEENTH ANNEXATION AMENDMENT, (the "Thirteenth Annexation"), made this 23rd day of June, 1994, by PARAGON BUILDERS, INC., a Corporation organized and existing under the laws of the State of Maryland (the "Declarant").

Introductory Statement

A. Declarant has caused the Declaration of Covenants, Conditions and Restrictions of Sycamore Hollow of Wildewood Association, Inc., dated January 22, 1993, to be recorded among the Land Records of St. Mary's County, Maryland in Liber E.W.A. No. 746 at Folio 96 (the "Declaration") establishing Sycamore Hollow of Wildewood and Sycamore Hollow of Wildewood Association, Inc. (the "Association").

B. The Declaration in Article II, Section 2, provides the Declarant unlimited right, privilege, and option, from time to time and at any time, to annex to the Property and to subject to the legal operation and effect of the Declaration and to the jurisdiction of the Association certain additional real property by the filing of an Annexation Amendment among the Land Records of St. Mary's County, Maryland.

C. Declarant now desires to annex certain additional real property and to subject the same to the legal operation and effect of the Declaration and to the jurisdiction of the Association in accordance with the provisions of the Declaration.

NOW THEREFORE, this Thirteenth Annexation Amendment WITNESSETH: That Declarant, for itself, its successors, and assigns for themselves, their personal representatives, heirs, and assigns, do hereby expressly declare, state and establish as follows:

1. The additional real property annexed hereby and subjected to the legal operation and effect of the Declaration and to the jurisdiction of the Association is the property designated on Plat Twenty, Lots 122, 123, 128, 128 and 129, Sycamore Hollow of Wildewood, recorded in the plat records of St. Mary's County, Maryland in Plat Liber E.W.A. 039 at Folio 45 and including, but not limited to Lots 122, 123, 128 and 129.

2. That the additional real property annexed hereby is part of the property described in Exhibit "A" of the Declaration and the same is annexed and subjected to the legal operation and effect of the Declaration and to the jurisdiction of the Association in accordance with the Declaration.

WITNESS the hand and seal of Declarant, Paragon Builders, Inc., by its President on the day and year first above written.

ATTEST:

Thomas E. Wettengel
Corporate Secretary

PARAGON BUILDERS, INC.

by: _____ (SEAL)
Edmund W. Wettengel, Jr.
President

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

I HEREBY CERTIFY, that on this 24th day of June, 1994, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared EDMUND W. WETTENGEL, JR., who made oath in due form of law that he is the President of Paragon Builders, Inc., a corporation, the Declarant of the aforegoing Thirteenth Annexation Amendment to Declaration, and that he is authorized to execute the said Thirteenth Annexation Amendment to Declaration on behalf of the Corporation, and that the said Thirteenth Annexation Amendment to Declaration is the act of Paragon Builders, Inc. and that said Thirteenth Annexation Amendment to Declaration was executed and is to be recorded for the purpose of annexing additional property and subjecting the same to the legal operation and effect of the Declaration, and to the jurisdiction of Sycamore Hollow of Wildewood Association, Inc.

AS WITNESS my hand and Notarial Seal.

Michelle L. Lewis
Notary Public

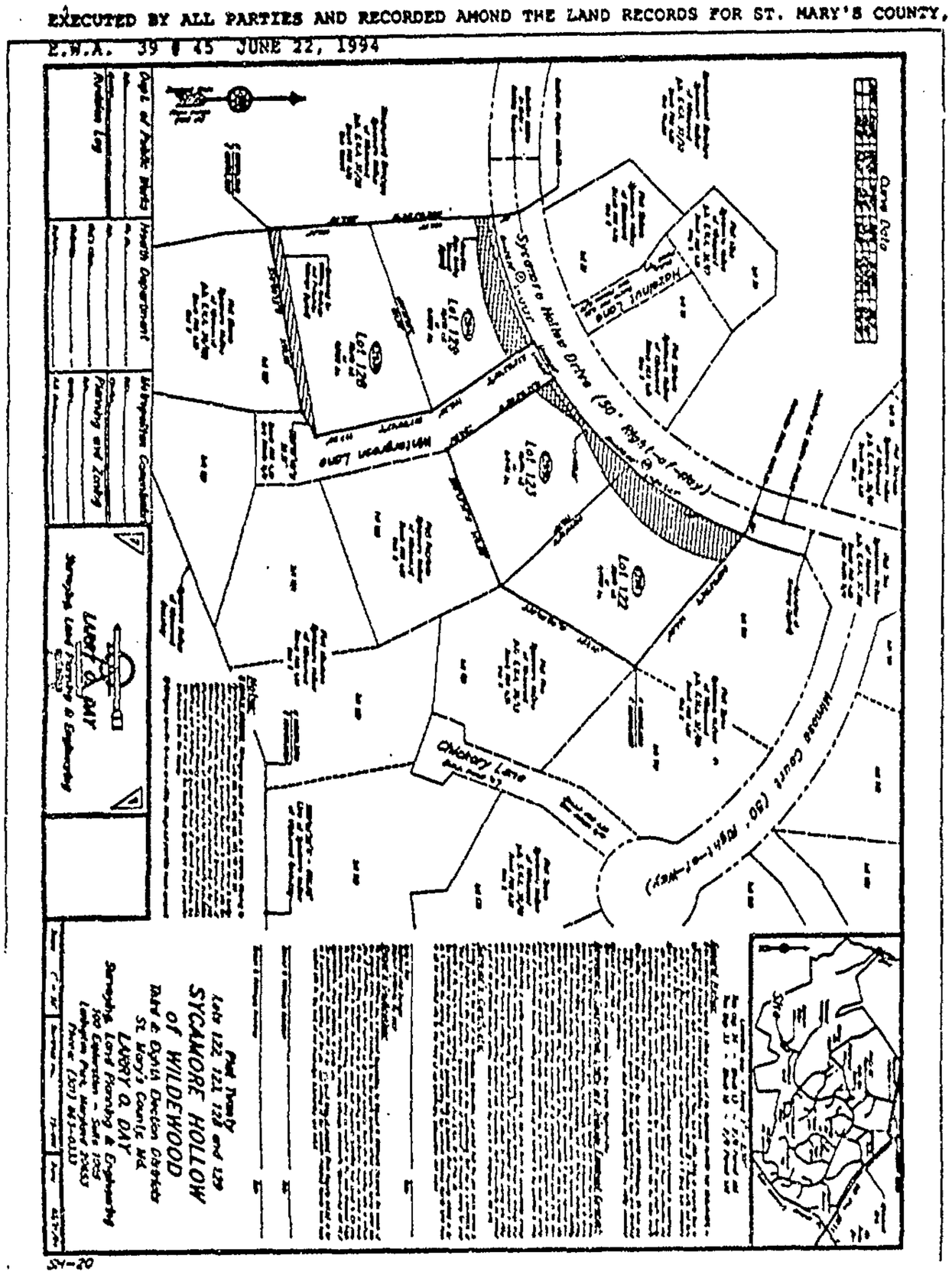
My Commission Expires: 8/24/97

BOOK 003 PAGE 0040

LIBER 0908 PAGE 454

EXECUTED BY ALL PARTIES AND RECORDED AMOND THE LAND RECORDS FOR ST. MARY'S COUNTY, MARYLAND

E.W.A. 39 # 45 JUNE 22, 1994


Sycamore Hollow Drive (50' Right-of-Way)
Hickory Lane
Hickory Lane
Hickory Lane

FOURTEENTH ANNEXATION AMENDMENT

to

Declaration of Covenants, Conditions and Restrictions

of

SYCAMORE HOLLOW OF WILDEWOOD ASSOCIATION, INC.

10:21AM07/12/94B C.& R. $20.00
10:21AM07/12/94B SURCHG $2.00

This FOURTEENTH ANNEXATION AMENDMENT, (the " Fourteenth Annexation"), made this 23rd day of June, 1994, by PARAGON BUILDERS, INC., a Corporation organized and existing under the laws of the State of Maryland (the "Declarant").

10:21AM07/12/94B HOMASC $15.00

Introductory Statement

A. Declarant has caused the Declaration of Covenants, Conditions and Restrictions of Sycamore Hollow of Wildewood Association, Inc., dated January 22, 1993, to be recorded among the Land Records of St. Mary's County, Maryland in Liber E.W.A. No. 746 at Folio 96 (the "Declaration") establishing Sycamore Hollow of Wildewood and Sycamore Hollow of Wildewood Association, Inc. (the "Association").

B. The Declaration in Article II, Section 2, provides the Declarant unlimited right, privilege, and option, from time to time and at any time, to annex to the Property and to subject to the legal operation and effect of the Declaration and to the jurisdiction of the Association certain additional real property by the filing of an Annexation Amendment among the Land Records of St. Mary's County, Maryland.

C. Declarant now desires to annex certain additional real property and to subject the same to the legal operation and effect of the Declaration and to the jurisdiction of the Association in accordance with the provisions of the Declaration.

NOW THEREFORE, this Fourteenth Annexation Amendment WITNESSETH: That Declarant, for itself, its successors, and assigns for themselves, their personal representatives, heirs, and assigns, do hereby expressly declare, state and establish as follows:

1. The additional real property annexed hereby and subjected to the legal operation and effect of the Declaration and to the jurisdiction of the Association is the property designated on Plat Fifteen, Lots 2 and 3, Sycamore Hollow of Wildewood, recorded in the plat records of St. Mary's County, Maryland in Plat Liber E.W.A. 39 at Folio 77 and including, but not limited to Lots 2 and 3.

2. That the additional real property annexed hereby is part of the property described in Exhibit "A" of the Declaration and the same is annexed and subjected to the legal operation and effect of the Declaration and to the jurisdiction of the Association in accordance with the Declaration.

WITNESS the hand and seal of Declarant, Paragon Builders, Inc., by its President on the day and year first above written.

ATTEST:

Thomas E. Wettengel
Corporate Secretary

PARAGON BUILDERS, INC.

by: _____ (SEAL)
Edmund W. Wettengel, Jr.
President

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

I HEREBY CERTIFY, that on this 23rd day of June, 1994, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared EDMUND W. WETTENGEL, JR., who made oath in due form of law that he is the President of Paragon Builders, Inc., a corporation, the Declarant of the aforegoing Fourteenth Annexation Amendment to Declaration, and that he is authorized to execute the said Fourteenth Annexation Amendment to Declaration on behalf of the Corporation, and that the said Fourteenth Annexation Amendment to Declaration is the act of Paragon Builders, Inc. and that said Fourteenth Annexation Amendment to Declaration was executed and is to be recorded for the purpose of annexing additional property and subjecting the same to the legal operation and effect of the Declaration, and to the jurisdiction of Sycamore Hollow of Wildewood Association, Inc.

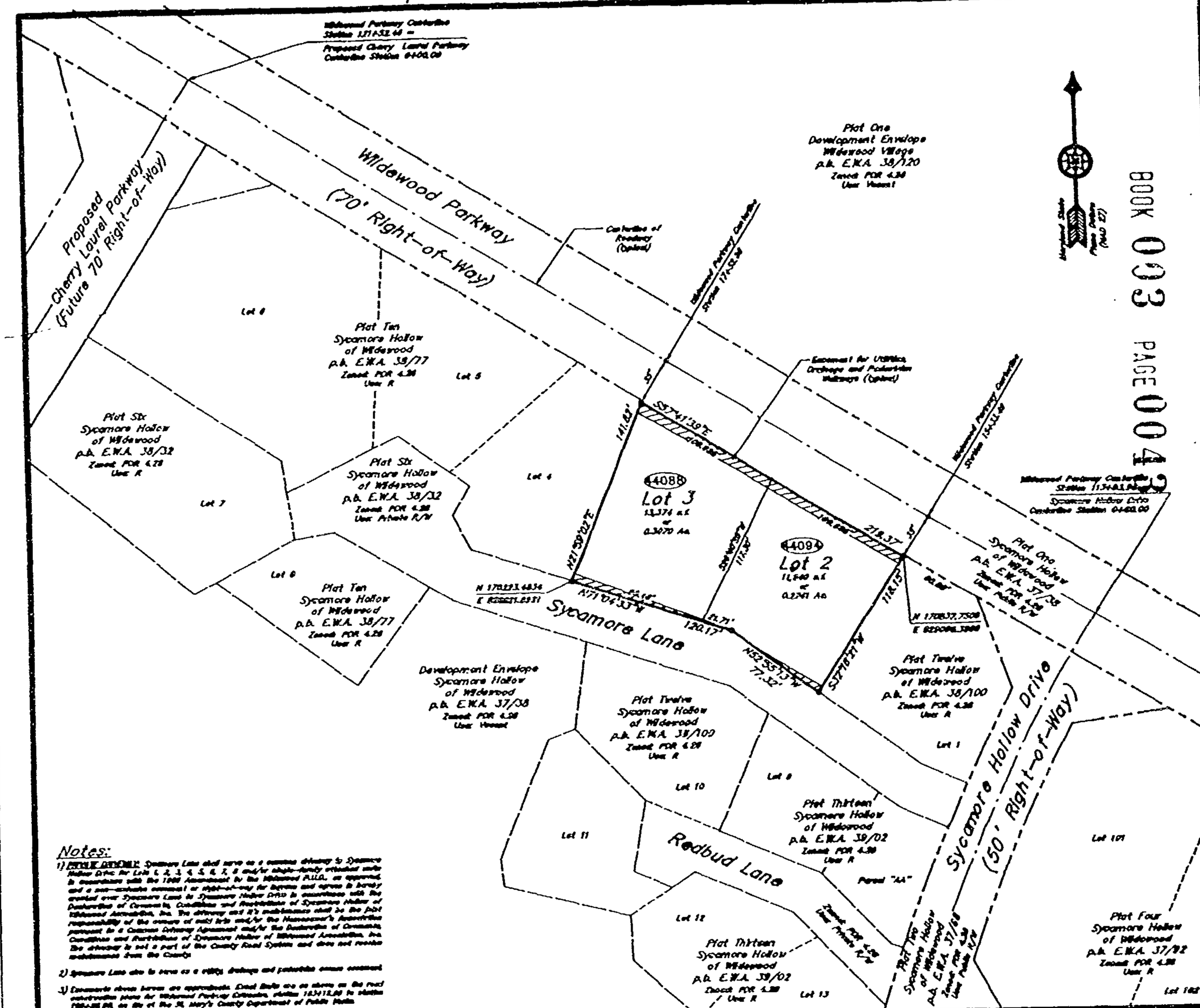
AS WITNESS my hand and Notarial Seal.

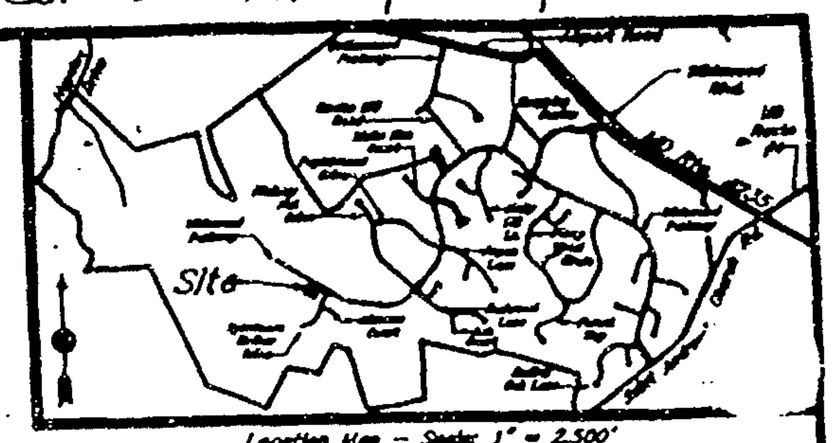
Michelle R Davis
Notary Public

My Commission Expires: 8/24/97

ORIGINAL PLAT EXECUTED BY ALL PARTIES AND RECORDED AMONG THE LAND RECORDS OF ST. MARY'S COUNTY

BOOK 003 PAGE 0049





Location Map – Scale: 1" = 2,500'
Tax Map 34 – Block 13 – P/O Parcel 196
Tax Map 33 – Block 18 – P/O Parcel 168

General Notes:

1) The subdivision shown hereon is within and a part of the WILDEWOOD PLANNED UNIT DEVELOPMENT, as approved and is subject to all conditions and restrictions of record.

2) Public utility easements shall be a minimum of 10 (ten) feet in width along all properties fronts or as required by the Saint Mary's County Subdivision Regulations Article IV – Section 4.06, and there shall be a 10 (ten) foot easement along all road rights-of-way and a 5 (five) foot easement inside of lot lines for public utilities and drainage.

3) All lots are to be served by sealed water and sanitary sewer systems constructed in compliance with the Saint Mary's County Standards and Specifications for Water and Sewer Construction, and a contract with the public works agreement between the owner and the Saint Mary's County Metropolitan Commission, the subdivision shall be in compliance with the Saint Mary's County Comprehensive Water and Sewer Plan.

4) The utility easements as indicated in (2) for the use of PUBLIC UTILITIES, the water and sewer mains to be buried and installed below ground utilities and their appurtenances. Any area disturbed during installation and/or installation shall be permanently stabilized. See utility easement agreement for further details.

5) Wildewood Drive POR 4.38

6) Plat has conveyed to one point access to the County Right-of-Way.

Development, Construction, Utility and Drainage Easement Covenant:

There is hereby created a blanket easement upon, across, over, through and under the property shown hereon for ingress, egress, construction, repair, maintenance, removal and replacement of all pipelines and public lines, utility and service lines and systems, including but not limited to, drainage structures, underground conduits, public pipelines, pedestrian walkways, sidewalks and bikeways, or any other facilities and/or of whatever kind or nature, as may be required, from time to time, by the Commission, or any other public or quasi-public utility, or any other governmental agency, or any other person or entity, for the purpose of providing the services for which the easement is created. Such easement shall be subject to the approval of the aforesaid, to complete and maintain said improvements, and provide for the proper, lawful and prudent use of said easement area, and said property is hereby to be used, planted, kept and maintained free, clear and unobstructed, and that under the rules and regulations of the aforesaid Commission, providing such structural mass are maintained in the condition in which they were found.

Cul-de-Sac Bulbs

Not including a specific easement designation shown on this plat, there is understood to be an easement upon, across, over, through and under this property which includes for drainage purposes and allows water to be impounded following the period that of water throughout the subdivision. It allows and property to flooded, in addition, any and all structures and related to streets, public lots, utility and service lines and systems, including buildings and improvements, and indemnifies for damages or part of the subdivision ordinance system, whether or not the same is not designated on this plat.

Surveyor's Certificate:

I hereby certify to the best of my knowledge, information and belief that the plat shown hereon and (subject to a title opinion) and conclusion to the qualifications that this is a true and correct plat of survey. This Cut – Development Envelope – Sycamore Hollow of Wildewood, as recorded with Records of St. Mary's County, comprised in the plat book Liber E.W.A. 37 at Folio 38. The requirements of Section 1-102 of the Annotated Code of Maryland (Real Property Article) as to determine the recording of the plat and setting of the monument required thereon have been complied with to the best of my knowledge, information and belief.

Larry O. Day
Registered Land Surveyor
Maryland Certificate No. 9603

Date

Owner's Dedication:

We, Pompeo Bellone, Inc., a corporation, by Edward W. Wellengel, President, the owners of the property shown hereon and described in the Surveyor's certificate without hereto, hereby adopt this plan of subdivision, name the aforesaid, by our required signature, there are no possibility made or outstanding of any known liens, encumbrances or claims of lands affecting this subdivision, except as noted or shown on this plan, and that the subdivision building restrictions shown are required by the 1988 Wildewood PUD, as approved and dedicate the streets, roadways, easements, open spaces and other improvements, where applicable, to public use.

The requirements of Section 3-108 of the Annotated Code of Maryland (Real Property Article) as to determine the recording of the plan and setting of the monument required thereon have been complied with to the best of our knowledge, information and belief.

Edward W. Wellengel, President

Date

Theresa E. Wellengel, Secretary

Date

Notes:

1) PRIVATE DRIVEWAY: Sycamore Lane shall serve as a common driveway to Sycamore Hollow Drive for Lots 1, 2, 3, 4, 5, 6, 7, 8 and/or single-family attached units in accordance with the 1988 Amendment to the Wildewood P.U.D., as approved, and a non-exclusive easement or right-of-way for ingress and egress is hereby granted over Sycamore Lane to Sycamore Hollow Drive in accordance with the Declaration of Covenants, Conditions and Restrictions of Sycamore Hollow of Wildewood Association, Inc. The driveway and its maintenance shall be the joint responsibility of the owners of said lots and/or the Homeowner's Association pursuant to a Common Driveway Agreement and/or the Declaration of Covenants, Conditions and Restrictions of Sycamore Hollow of Wildewood Association, Inc. The driveway is not a part of the County Road System and does not receive maintenance from the County.

2) Sycamore Lane also to serve as a utility, drainage and pedestrian access easement.

3) Easement shown hereon are approximate. Exact data are as shown on the road rehabilitation plans for Wildewood Parkway Extension, station 10341.00 to station 15+52.48, on file at the St. Mary's County Department of Public Works.

Dept. of Public Works	Health Department	Metropolitan Commission
Date	File No.	Date
Director	Date	Director
Revision Log	Health Officer	Planning and Zoning
	Co-Director	Date
	Sanitarian	Director
		P.C. Chairman

LARRY O. DAY
Surveying, Land Planning & Engineering

Plat Fifteen
Lots 2 and 3
SYCAMORE HOLLOW of WILDEWOOD

Third & Eighth Election Districts
St. Mary's County, Md.

LARRY O. DAY
Surveying, Land Planning & Engineering
100 Exploration – Suite 1005
Lexington Park, Maryland 20653
Phone: (301) 863-0333

Scale: 1" = 50'	Contract No.: 75-008	Date: 03/21/94

DEED 0912 PAGE 1496

E.W.A. 39 @ 47 6.30.94

LIBER 0917 PAGE 497

SIXTEENTH ANNEXATION AMENDMENT

to

Declaration of Covenants, Conditions and Restrictions

of

SYCAMORE HOLLOW OF WILDEWOOD ASSOCIATION, INC.

10:21AM07/12/94B C.& R. $20.00
10:21AM07/12/94B SURCHG $2.00

This SIXTEENTH ANNEXATION AMENDMENT, (the "Sixteenth Annexation"), made this 23rd day of June, 1994, by PARAGON BUILDERS, INC., a Corporation organized and existing under the laws of the State of Maryland (the "Declarant").

10:21AM07/12/94B HOMASC $15.00

Introductory Statement

A. Declarant has caused the Declaration of Covenants, Conditions and Restrictions of Sycamore Hollow of Wildewood Association, Inc., dated January 22, 1993, to be recorded among the Land Records of St. Mary's County, Maryland in Liber E.W.A. No. 746 at Folio 96 (the "Declaration") establishing Sycamore Hollow of Wildewood and Sycamore Hollow of Wildewood Association, Inc. (the "Association").

B. The Declaration in Article II, Section 2, provides the Declarant unlimited right, privilege, and option, from time to time and at any time, to annex to the Property and to subject to the legal operation and effect of the Declaration and to the jurisdiction of the Association certain additional real property by the filing of an Annexation Amendment among the Land Records of St. Mary's County, Maryland.

C. Declarant now desires to annex certain additional real property and to subject the same to the legal operation and effect of the Declaration and to the jurisdiction of the Association in accordance with the provisions of the Declaration.

NOW THEREFORE, this Sixteenth Annexation Amendment WITNESSETH: That Declarant, for itself, its successors, and assigns for themselves, their personal representatives, heirs, and assigns, do hereby expressly declare, state and establish as follows:

1. The additional real property annexed hereby and subjected to the legal operation and effect of the Declaration and to the jurisdiction of the Association is the property designated on Plat Sixteen, Lots 25 and 26, Sycamore Hollow of Wildewood, recorded in the plat records of St. Mary's County, Maryland in Plat Liber E.W.A. 39 at Folio 48 and including, but not limited to Lots 25 and 26.

2. That the additional real property annexed hereby is part of the property described in Exhibit "A" of the Declaration and the same is annexed and subjected to the legal operation and effect of the Declaration and to the jurisdiction of the Association in accordance with the Declaration.

WITNESS the hand and seal of Declarant, Paragon Builders, Inc., by its President on the day and year first above written.

ATTEST:

Thomas E. Wettengel
Corporate Secretary

PARAGON BUILDERS, INC.

by: _____ (SEAL)
Edmund W. Wettengel, Jr.
President

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

I HEREBY CERTIFY, that on this 23rd day of June, 1994, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared EDMUND W. WETTENGEL, JR., who made oath in due form of law that he is the President of Paragon Builders, Inc., a corporation, the Declarant of the aforegoing Sixteenth Annexation Amendment to Declaration, and that he is authorized to execute the said Sixteenth Annexation Amendment to Declaration on behalf of the Corporation, and that the said Sixteenth Annexation Amendment to Declaration is the act of Paragon Builders, Inc. and that said Sixteenth Annexation Amendment to Declaration was executed and is to be recorded for the purpose of annexing additional property and subjecting the same to the legal operation and effect of the Declaration, and to the jurisdiction of Sycamore Hollow of Wildewood Association, Inc.

AS WITNESS my hand and Notarial Seal.

Michelle L. Levin
Notary Public

My Commission Expires: 8/24/97

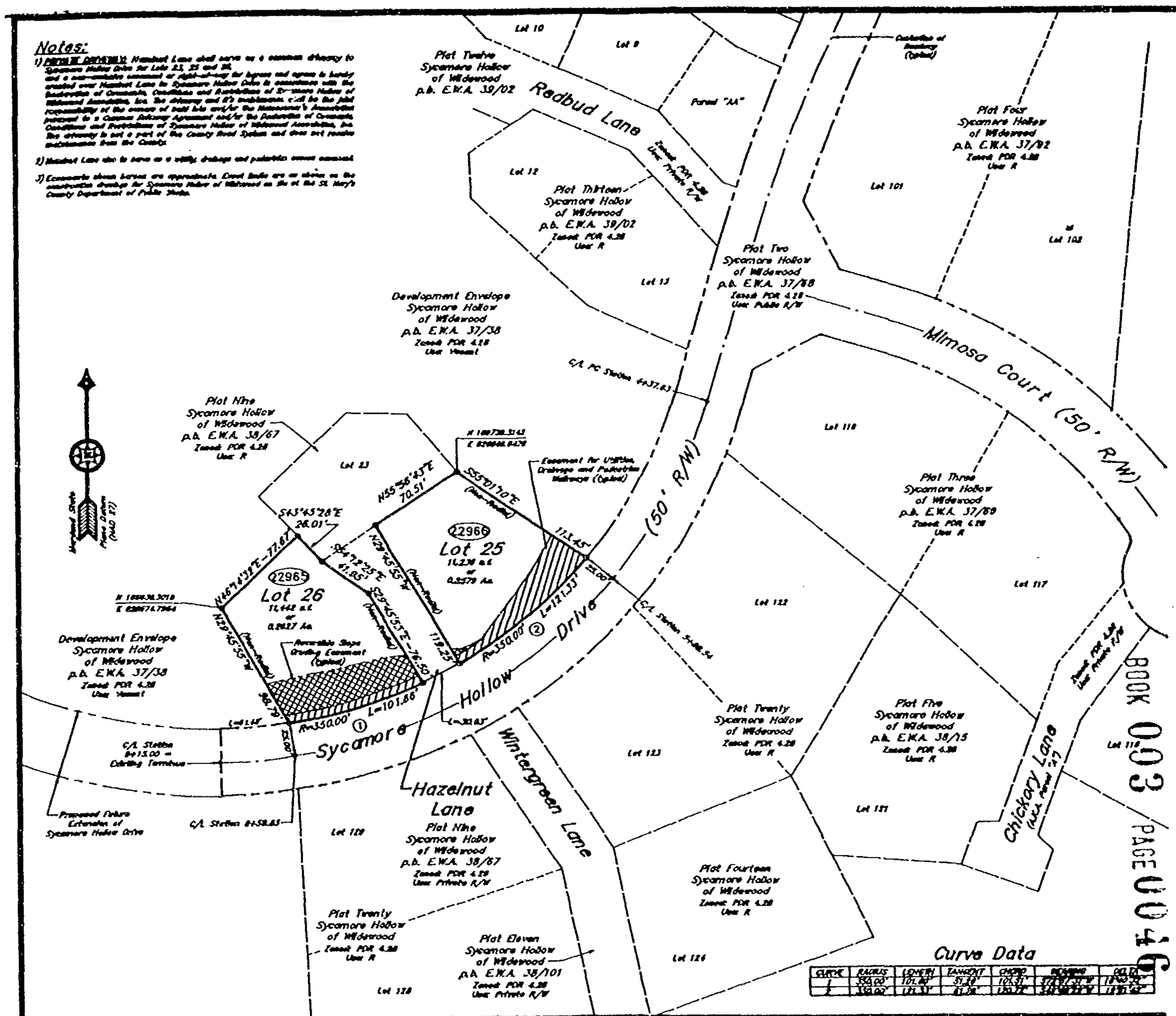
ORIGINAL PLAT EXECUTED BY ALL PARTIES AND RECORDED AMONG THE LAND

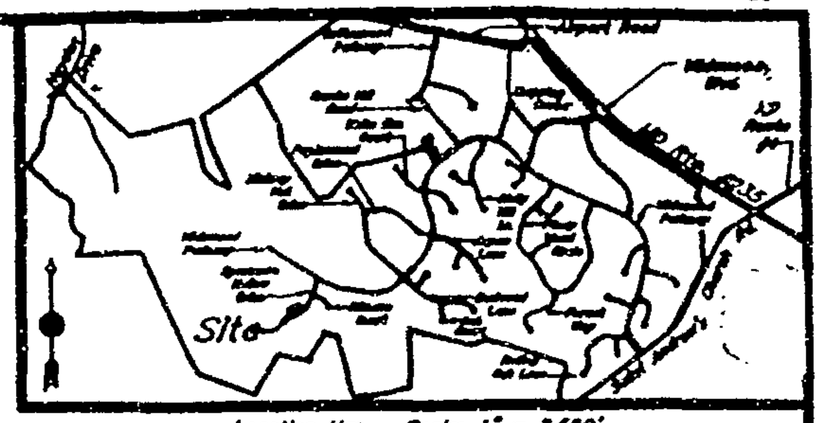
Notes:

1) PRIVATE DRIVEWAY: Hazelnut Lane shall serve as a common driveway to Sycamore Hollow Drive for Lots 23, 25 and 26, and a non-exclusive easement of right-of-way for ingress and egress is hereby granted over Hazelnut Lane to Sycamore Hollow Drive in accordance with the Declaration of Covenants, Conditions and Restrictions of Sycamore Hollow of Wildewood Association, Inc. The driveway and its maintenance shall be the joint responsibility of the owners of said lots and/or the Homeowner's Association pursuant to a Common Driveway Agreement and/or the Declaration of Covenants, Conditions and Restrictions of Sycamore Hollow of Wildewood Association, Inc. The driveway is not a part of the County Road System and does not receive maintenance from the County.

2) Hazelnut Lane also to serve as a utility, drainage and pedestrian easement connection.

3) Easements shown hereon are impassable. Gravel berms are not shown on the construction drawings for Sycamore Hollow of Wildewood as the St. Mary's County Department of Public Works.





Location Map – Scale: 1" = 2,500'
Tax Map 34 – Block 15 – P/O Parcel 196
Tax Map 33 – Block 18 – P/O Parcel 188

General Notes:

1) The subdivision shown hereon is within and a part of the WILDEWOOD PLANNED UNIT DEVELOPMENT, as approved, and is subject to all covenants and restrictions of record.

2) Public utility easements shall be a minimum of 10 (ten) feet in width along all property lines or as required by the Saint Mary's County Subdivision Regulations, Article II – Section 4.06, and there shall be a 10 (ten) foot easement along all road rights-of-way and a 5 (five) foot easement inside of lot lines for public utilities and drainage.

3) All lots are to be served by needed water and sanitary sewer systems constructed in accordance with the Saint Mary's County Standards and Specifications for Water and Sewer Construction and in accordance with the public water supervised extension the owner and the Saint Mary's County Metropolitan Commission. The subdivision shown hereon is in compliance with the Saint Mary's County Comprehensive Water and Sewer plan.

4) The utility easement(s) as indicated, 5 (ten) for the use of PATUXENT ENERGY, its heirs and assigns, to install and maintain below ground utilities and their appurtenances. Any area disturbed during installation and/or maintenance shall be permanently stabilized. This utility easement assumed the further specification.

5) Planned Zoning: PUD 4.28

6) All lots conveyed to the public assume to the County Right-of-Way.

Development, Construction, Utility and Drainage Easement Covenant:

There is hereby created a blanket easement upon, across, over, through and under the property shown hereon for ingress, egress, construction, maintenance, and repair of all utilities and drainage facilities, and to the rights of ingress and egress over the property for the purpose of reading meters, making installations, and performing such other functions as are customarily and reasonably necessary in connection with the operation of the subdivision. In consideration of the granting of this easement, the undersigned, for themselves, their heirs, personal representatives, successors and assigns, do hereby covenant and agree that no structure of any kind shall be erected on any part of the property subject to this easement, which would interfere with the rights herein granted, and that no alteration, filling, grading, or other activity shall be undertaken on any part of the easement area which would interfere with the rights herein granted.

Surveyor's Certificate:

I hereby certify to the best of my knowledge, information and belief that the plat shown is correct (subject to a title search) and conforms to the specifications that apply to a subdivision. That this is a Development Plan/Plat of Subdivision of Sycamore Hollow of Wildewood as shown on the property shown hereon, and that the plat shown is part of the property conveyed by deed from Lilian E.W.A. 37 of Folio 38. The requirements of Section 3-108 of the Annotated Code of Maryland (Real Property Article) as far as it requires the recording of the plat and setting of the monuments required thereon have been or will be complied with to the best of my knowledge, information and belief.

Larry O. Day — Date
Registered Land Surveyor
Maryland Certificate No. 9888

Owner's Dedication:

We, Patuxent Builders, Inc., a Maryland corporation, by Edward H. Wallaugh, President, the owners of the property shown hereon and described in the Surveyor's Certificate and set forth, hereby adopt this plan of subdivision and ratify the approval by all required authorities. Every one who possesses equity or mortgage of this property hereby consents to the subdivision shown on and as shown hereon. All persons by Edward Thomas have affixed their signature hereunto that consent to the plan. We further certify that the subdivision including dedication shown as required by Sec 1.000 Subdivision Article Amendment, as approved, and shall be adhered to, covenants, conditions and restrictions, easements, other agreements, to public use.

The requirements of Section 3-108 of the Annotated Code of Maryland (Real Property Article) as far as it concerns the recording of the plat and setting of the monuments required thereon have been complied with to the best of our knowledge, information and belief.

Edward H. Wallaugh, President — Date

Thomas E. Wallaugh, Secretary — Date

Plat Sixteen
Lots 25 and 26

SYCAMORE HOLLOW of WILDEWOOD

Third & Eighth Election Districts
St. Mary's County, Md.

LARRY O. DAY
Surveying, Land Planning & Engineering
100 Exploration – Suite 1005
Lexington Park, Maryland 20653
Phone: (301) 863-0333

Scale: 1" = 50'	Contract No.: 75-068	Date: 03/21/94

Dept. of Public Works	Health Department	Metropolitan Commission
Date	File No.	Date
Director	Date	Director
Revision Log	Health Officer	Planning and Zoning
	Dir. Environ.	Date
	Sanitarian	Director
		P.C. Chairman

LARRY O. DAY
Surveying, Land Planning & Engineering

BOOK 0093 PAGE 0046

BOOK 0912 PAGE 469

SH-16

RECORDS @ ST. MARY'S COUNTY, MD EWA 39 @ 48 6.30.94

2:48PM07/20/94D HOMASC $15.00
2:48PM07/20/94D SURCHG $2.00

FIFTEENTH ANNEXATION AMENDMENT

to

Declaration of Covenants, Conditions and Restrictions

of

SYCAMORE HOLLOW OF WILDEWOOD ASSOCIATION, INC.

This FIFTEENTH ANNEXATION AMENDMENT, (the "Fifteenth Annexation"), made this 14th day of July, 1994, by PARAGON BUILDERS, INC., a Corporation organized and existing under the laws of the State of Maryland (the "Declarant").

10:42AM07/20/94D C.& R. $20.00
10:42AM07/20/94D SURCHG $2.00

Introductory Statement

A. Declarant has caused the Declaration of Covenants, Conditions and Restrictions of Sycamore Hollow of Wildewood Association, Inc., dated January 22, 1993, to be recorded among the Land Records of St. Mary's County, Maryland in Liber E.W.A. No. 746 at Folio 96 (the "Declaration") establishing Sycamore Hollow of Wildewood and Sycamore Hollow of Wildewood Association, Inc. (the "Association").

B. The Declaration in Article II, Section 2, provides the Declarant unlimited right, privilege, and option, from time to time and at any time, to annex to the Property and to subject to the legal operation and effect of the Declaration and to the jurisdiction of the Association certain additional real property by the filing of an Annexation Amendment among the Land Records of St. Mary's County, Maryland.

C. Declarant now desires to annex certain additional real property and to subject the same to the legal operation and effect of the Declaration and to the jurisdiction of the Association in accordance with the provisions of the Declaration.

NOW THEREFORE, this Fifteenth Annexation Amendment WITNESSETH: That Declarant, for itself, its successors, and assigns for themselves, their personal representatives, heirs, and assigns, do hereby expressly declare, state and establish as follows:

1. The additional real property annexed hereby and subjected to the legal operation and effect of the Declaration and to the jurisdiction of the Association is the property designated on Plat Twenty-One, Lots 18, 19, 20, and Grape Ivy Lane, Sycamore Hollow of Wildewood, recorded in the plat records of St. Mary's County, Maryland in Plat Liber E.W.A. 39 at Folio 58 and including, but not limited to Lots 18, 19, 20, and Grape Ivy Lane.

2. That the additional real property annexed hereby is part of the property described in Exhibit "A" of the Declaration and the same is annexed and subjected to the legal operation and effect of the Declaration and to the jurisdiction of the Association in accordance with the Declaration.

WITNESS the hand and seal of Declarant, Paragon Builders, Inc., by its President on the day and year first above written.

PARAGON BUILDERS, INC.

ATTEST:

Thomas E. Wettengel
Corporate Secretary

by: _____ (SEAL)
Edmund W. Wettengel, Jr.
President

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

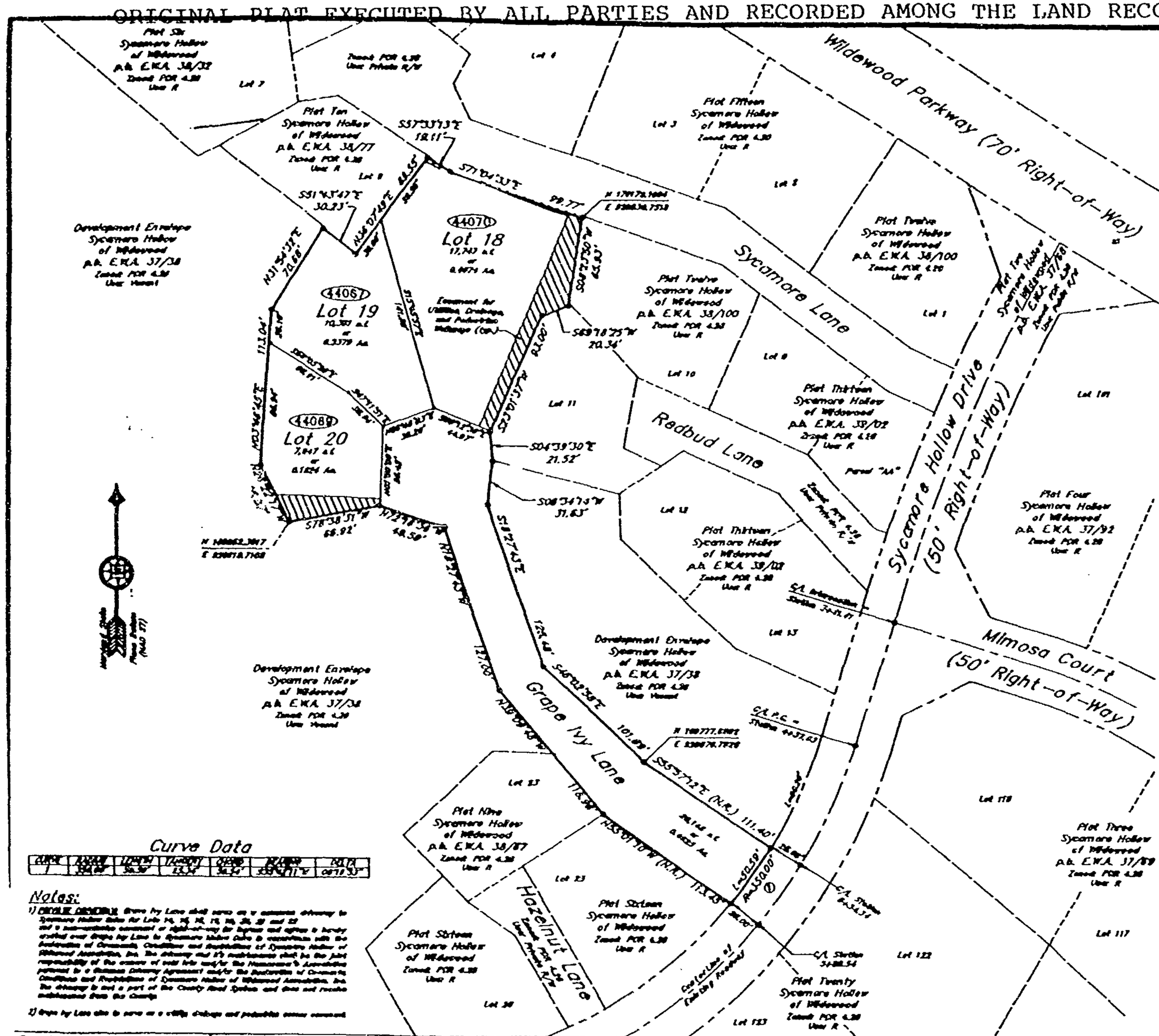
I HEREBY CERTIFY, that on this 14th day of July, 1994, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared EDMUND W. WETTENGEL, JR., who made oath in due form of law that he is the President of Paragon Builders, Inc., a corporation, the Declarant of the aforegoing Fifteenth Annexation Amendment to Declaration, and that he is authorized to execute the said Fifteenth Annexation Amendment to Declaration on behalf of the Corporation, and that the said Fifteenth Annexation Amendment to Declaration is the act of Paragon Builders, Inc. and that said Fifteenth Annexation Amendment to Declaration was executed and is to be recorded for the purpose of annexing additional property and subjecting the same to the legal operation and effect of the Declaration, and to the jurisdiction of Sycamore Hollow of Wildewood Association, Inc.

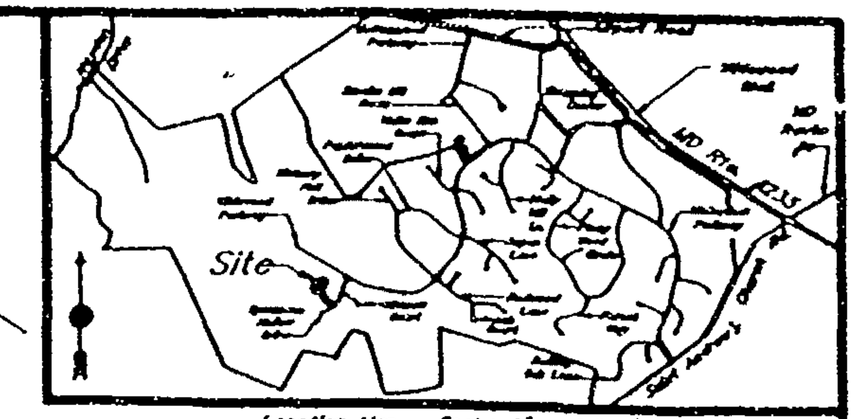
AS WITNESS my hand and Notarial Seal.

Michelle L Levin
Notary Public

My Commission Expires: 8/24/97

ORIGINAL PLAT EXECUTED BY ALL PARTIES AND RECORDED AMONG THE LAND RECORDS AT ST. MARY'S CO. MD





Location Map - Scale: 1" = 2,500'
Tax Map 34 - Block 13 - P/O Parcel 198
Tax Map 33 - Block 18 - P/O Parcel 188

General Notes:

1) The subdivision shown hereon is wholly and a part of the WILDEWOOD PLANNED UNIT DEVELOPMENT, as approved and is subject to all covenants and restrictions of record.

2) Public utility easements shall be a minimum of 10 (ten) feet in width along all property lines or as noted on the Saint Mary's County Subdivision Regulations. Front (F) - Twelve (12) feet and Side shall be - 10 (ten) foot easement along all road rights-of-way and a 6 (five) foot easement shall be set aside for public utility only drainage.

3) All lots are to be served by approved water and sewerage disposal systems constructed in accordance with the Saint Mary's County Wildewood and Specifications for Water and Sewer Construction and in accordance with the public water agreement between the owner and the Saint Mary's County Metropolitan Commission. The subdivision shall conform to in accordance with the Saint Mary's County Comprehensive Water and Sewer plan.

4) The utility easement(s) as indicated, is (are) for the use of PARADISE BUILDERS, INC. It's heirs and assigns, to install and maintain buried electrical utilities and their appurtenances, any other dedicated easements for further installations.

5) Forward Lighting PER 4.30

6) All lots to installed to and point connect to the County right-of-way.

Development, Construction, Utility and Drainage Easement Covenant:

[illegible]

Surveyor's Certificate:

I hereby certify to the best of my knowledge, information and belief that the plat shown hereon is correct (subject to a title search) and conforms to the requirements of Subdivision of Land, Chapter 2 of the Code of Public Local Laws of St. Mary's County, Maryland, & plat book Liber E.W.A. 37 at Folio 38. The requirements of Section 3-108 of the Annotated Code of Maryland (Real Property Article) as far as it concerns the marking of the plat and setting of the monuments required thereon have been or will be completed with to the best of my knowledge, information and belief.

Larry O. Day — Date
Registered Land Surveyor
Maryland Certificate No. [illegible]

Owner's Dedication:

We, Forest & Hollow, Inc., a Maryland Corporation, by Edward H. Hollowell, President, the owners of the property shown hereon and described in the Surveyor's Certificate which hereby adopt this plan of subdivision, does the required by of required signature. Those who are thereby make or authorize, of further to interest thereto been added their signature hereunto, that consent to the plan. We further exclude the subject building restriction shown as required by the 1990 Wildewood P.U.D. Amendment, or approved, and establish the offsets, easements, restrictions, rights-of-way and other improvements, where applicable, to public use.

The requirements of Section 3-108 of the Annotated Code of Maryland (Real Property Article) as far as it concerns the marking of the plan and setting of the monuments required thereon have been complied with to the best of our knowledge, information and belief.

Edward H. Hollowell, President — Date

Thomas C. Hollowell, Secretary — Date

Curve Data

Curve	Radius	Length	Tangent	Chord	Bearing	Delta
7	350.00'	96.32'	48.42'	96.00'	S 85°46'11" W	09°41'37"

Notes:

1) DRIVE DEDICATED: Drive by Lane shall serve as a separate driveway to Sycamore Hollow Sales for Lots 14, 15, 16, 17, 18, 19, 20, 21 and 22 and is permissible easement of right-of-way for ingress and egress is hereby created over Drive by Lane to Sycamore Hollow Sales in accordance with the Restrictions of Covenants, Conditions and Restrictions of Sycamore Hollow of Wildewood Association, Inc. The driveway and its maintenance shall be the joint responsibility of the owners of said lots and/or the Homeowner's Association pursuant to a Maintenance Driveway Agreement and/or the Restrictions of Covenants, Conditions and Restrictions of Sycamore Hollow of Wildewood Association, Inc. The driveway is not a part of the County Road System and does not provide maintenance from the County.

2) Drive by Lane also to serve as a utility, drainage and possible sewer easement.

Dept. of Public Works	Health Department	Metropolitan Commission
Date	File No.	Date
Director	Date	Director
Revision Log	Health Officer	Planning and Zoning
	Co. Engineer	Date
	Sanitarian	Director
		P.C. Chairman

LARRY O. DAY
Surveying, Land Planning & Engineering

Plat Twenty One
Lots 18, 19 and 20

SYCAMORE HOLLOW of WILDEWOOD

Third & Eighth Election Districts
St. Mary's County, Md.

LARRY O. DAY
Surveying, Land Planning & Engineering
100 Exploration - Suite 1005
Lexington Park, Maryland 20653
Phone: (301) 863-0333

Scale: 1" = 50'	Contract No.: 75-006	Date: 06/02/94

SH-21

LIBER 1 PAGE 61 BOOK 003 PAGE 049

E.W.A. 39 @ 58 7.14.94

BOOK 003 PAGE 0050
LIBER 0920 PAGE 157

3:58PM08/22/94E C.& R. $20.00
3:58PM08/22/94E SURCHG $2.00
3:58PM08/22/94E HOMASC $15.00

SEVENTEENTH ANNEXATION AMENDMENT

to

Declaration of Covenants, Conditions and Restrictions

of

SYCAMORE HOLLOW OF WILDEWOOD ASSOCIATION, INC.

This SEVENTEENTH ANNEXATION AMENDMENT, (the "Seventeenth Annexation"), made this 9th day of August, 1994, by PARAGON BUILDERS, INC., a Corporation organized and existing under the laws of the State of Maryland (the "Declarant").

Introductory Statement

A. Declarant has caused the Declaration of Covenants, Conditions and Restrictions of Sycamore Hollow of Wildewood Association, Inc., dated January 22, 1993, to be recorded among the Land Records of St. Mary's County, Maryland in Liber E.W.A. No. 746 at Folio 96 (the "Declaration") establishing Sycamore Hollow of Wildewood and Sycamore Hollow of Wildewood Association, Inc. (the "Association").

B. The Declaration in Article II, Section 2, provides the Declarant unlimited right, privilege, and option, from time to time and at any time, to annex to the Property and to subject to the legal operation and effect of the Declaration and to the jurisdiction of the Association certain additional real property by the filing of an Annexation Amendment among the Land Records of St. Mary's County, Maryland.

C. Declarant now desires to annex certain additional real property and to subject the same to the legal operation and effect of the Declaration and to the jurisdiction of the Association in accordance with the provisions of the Declaration.

NOW THEREFORE, this Seventeenth Annexation Amendment WITNESSETH: That Declarant, for itself, its successors, and assigns for themselves, their personal representatives, heirs, and assigns, do hereby expressly declare, state and establish as follows:

1. The additional real property annexed hereby and subjected to the legal operation and effect of the Declaration and to the jurisdiction of the Association is the property designated on Plat Twenty-Two, Lots 21, and 22, Sycamore Hollow of Wildewood, recorded in the plat records of St. Mary's County, Maryland in Plat Liber E.W.A. 39 at Folio 68 and including, but not limited to Lots 21, and 22.

2. That the additional real property annexed hereby is part of the property described in Exhibit "A" of the Declaration and the same is annexed and subjected to the legal operation and effect of the Declaration and to the jurisdiction of the Association in accordance with the Declaration.

WITNESS the hand and seal of Declarant, Paragon Builders, Inc., by its President on the day and year first above written.

ATTEST:

Thomas E. Wettengel
Corporate Secretary

PARAGON BUILDERS, INC.

by: _____ (SEAL)
Edmund W. Wettengel, Jr.
President

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

I HEREBY CERTIFY, that on this 19th day of August, 1994, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared EDMUND W. WETTENGEL, JR., who made oath in due form of law that he is the President of Paragon Builders, Inc., a corporation, the Declarant of the aforegoing Seventeenth Annexation Amendment to Declaration, and that he is authorized to execute the said Seventeenth Annexation Amendment to Declaration on behalf of the Corporation, and that the said Seventeenth Annexation Amendment to Declaration is the act of Paragon Builders, Inc. and that said Seventeenth Annexation Amendment to Declaration was executed and is to be recorded for the purpose of annexing additional property and subjecting the same to the legal operation and effect of the Declaration, and to the jurisdiction of Sycamore Hollow of Wildewood Association, Inc.

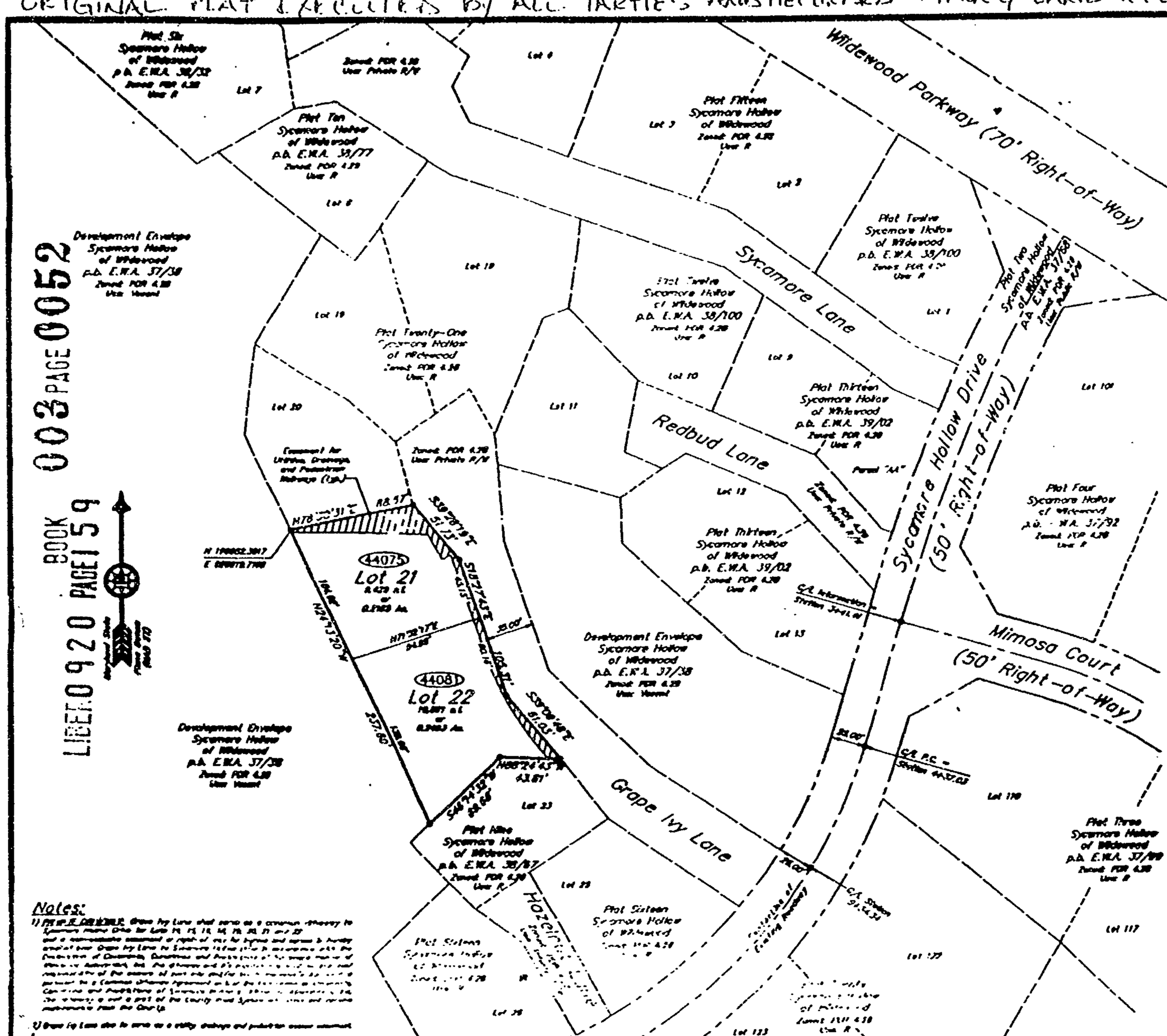
AS WITNESS my hand and Notarial Seal.

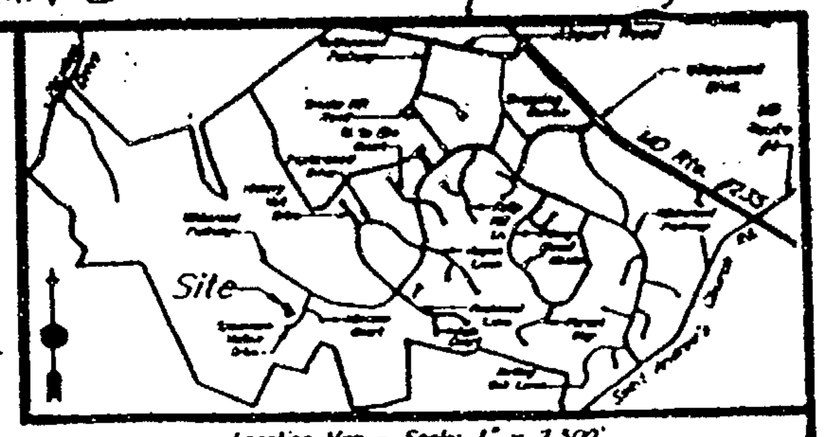
J Rachael Seber
Notary Public

My Commission Expires: June 21, 1998

ORIGINAL PLAT EXECUTED BY ALL PARTIES AND RECORDED AMONG LAND RECORDS FOR ST. MARY'S CO., MD

LIBER 0920 PAGE 159 BOOK 003 PAGE 0052




Site
Wildewood Parkway
Wildewood Blvd.
Mimosa Court
Sycamore Lane
Sycamore Hollow Drive
Redbud Lane
Grape Ivy Lane
Hazel Lane
Saint Andrews Church
Saint Mary's College
Saint Mary's Seminary
Lexington Park
Lexington Park Elem.
Lexington Park Middle
Lexington Park Sr. High
Lexington Park Library
Lexington Park Post Office
Lexington Park Fire Dept.
Lexington Park Rescue Squad
Lexington Park Ball Field
Lexington Park Tennis Courts
Lexington Park Playground
Lexington Park Swimming Pool
Lexington Park Ball Field
Lexington Park Ball Field
Lexington Park Ball Field

BOOK 003 PAGE 0053

Amendment No. 1 to

Addendum No. 1 To Contract of Sale and Disclosure

The Landings at Piney Point Homeowners Association, Inc.

RECORDING FEE 25.00
TOTAL 25.00
Rec#3463 Rcpt#268
EMA NB Blk#723
Sep 28, 1994 03:07 PM

KBA:309939.1:09/19/94

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Tab 2. Amendment to Bylaws of The Landings at Piney Point Homeowners Association, Inc.

THE LANDINGS AT PINEY POINT
ADDENDUM NO. 1 TO CONTRACT OF SALE

DISCLOSURE UNDER
MARYLAND HOMEOWNERS ASSOCIATION ACT

NOTICE

THIS SALE IS SUBJECT TO THE REQUIREMENTS OF THE MARYLAND HOMEOWNERS ASSOCIATION ACT (THE "ACT"). THE ACT REQUIRES THAT THE SELLER DISCLOSE TO YOU AT OR BEFORE THE TIME THE CONTRACT IS ENTERED INTO, OR WITHIN SEVEN (7) CALENDAR DAYS OF ENTERING INTO THE CONTRACT, CERTAIN INFORMATION CONCERNING THE DEVELOPMENT IN WHICH THE LOT YOU ARE PURCHASING IS LOCATED. THE CONTENT OF THE INFORMATION TO BE DISCLOSED IS SET FORTH IN SECTION 11B-105(B) OF THE ACT (THE "MHAA INFORMATION") AS FOLLOWS:

(b) THE VENDOR SHALL PROVIDE THE PURCHASER THE FOLLOWING INFORMATION IN WRITING:

(1) (i) THE NAME, PRINCIPAL ADDRESS, AND TELEPHONE NUMBER OF THE VENDOR AND OF THE DECLARANT, IF THE DECLARANT IS NOT THE VENDOR; OR

(ii) IF THE VENDOR IS A CORPORATION OR PARTNERSHIP, THE NAMES AND ADDRESSES OF THE PRINCIPAL OFFICERS OF THE CORPORATION, OR GENERAL PARTNERS OF THE PARTNERSHIP;

(2) (i) THE NAME, IF ANY, OF THE HOMEOWNERS ASSOCIATION; AND

(ii) IF INCORPORATED, THE STATE IN WHICH THE HOMEOWNERS ASSOCIATION IS INCORPORATED AND THE NAME OF THE MARYLAND RESIDENT AGENT;

(3) A DESCRIPTION OF:

(i) THE LOCATION AND SIZE OF THE DEVELOPMENT, INCLUDING THE MINIMUM AND MAXIMUM NUMBER OF LOTS CURRENTLY PLANNED OR PERMITTED IF APPLICABLE, WHICH MAY BE CONTAINED WITHIN THE DEVELOPMENT; AND

(ii) ANY PROPERTY OWNED BY THE DECLARANT OR THE VENDOR CONTIGUOUS TO THE DEVELOPMENT WHICH IS TO BE DEDICATED TO PUBLIC USE;

(4) IF THE DEVELOPMENT IS OR WILL BE WITHIN OR A PART OF ANOTHER DEVELOPMENT, A GENERAL DESCRIPTION OF THE OTHER DEVELOPMENT;

(5) IF THE DECLARANT HAS RESERVED IN THE DECLARATION THE RIGHT TO ANNEX ADDITIONAL PROPERTY TO THE DEVELOPMENT, A DESCRIPTION OF THE SIZE AND LOCATION OF THE ADDITIONAL PROPERTY AND THE APPROXIMATE NUMBER OF LOTS CURRENTLY PLANNED TO BE CONTAINED IN THE DEVELOPMENT, AS WELL AS ANY TIME LIMITS WITHIN WHICH THE DECLARANT MAY ANNEX SUCH PROPERTY;

(6) A COPY OF:

(i) THE ARTICLES OF INCORPORATION, THE DECLARATION, AND ALL RECORDED COVENANTS AND RESTRICTIONS OF THE PRIMARY DEVELOPMENT AND OF OTHER RELATED DEVELOPMENTS TO THE EXTENT REASONABLY AVAILABLE, TO WHICH THE PURCHASER SHALL BECOME OBLIGATED ON BECOMING AN OWNER OF THE LOT, INCLUDING A STATEMENT THAT THESE OBLIGATIONS ARE ENFORCEABLE AGAINST AN OWNER AND THE OWNER'S TENANTS, IF APPLICABLE; AND

(ii) THE BYLAWS AND RULES OF THE PRIMARY DEVELOPMENT AND OF OTHER RELATED DEVELOPMENTS TO THE EXTENT REASONABLY AVAILABLE, TO WHICH THE PURCHASER SHALL BECOME OBLIGATED ON BECOMING AN OWNER OF THE LOT, INCLUDING A STATEMENT THAT THESE OBLIGATIONS ARE ENFORCEABLE AGAINST AN OWNER AND THE OWNER'S TENANTS, IF APPLICABLE;

(7) A DESCRIPTION OR STATEMENT OF ANY PROPERTY WHICH IS CURRENTLY PLANNED TO BE OWNED, LEASED, OR MAINTAINED BY THE HOMEOWNERS ASSOCIATION;

(8) A COPY OF THE ESTIMATED PROPOSED OR ACTUAL ANNUAL BUDGET FOR THE HOMEOWNERS ASSOCIATION FOR THE CURRENT FISCAL YEAR, INCLUDING A DESCRIPTION OF THE REPLACEMENT RESERVES FOR COMMON AREA IMPROVEMENTS, IF ANY, AND A COPY OF THE CURRENT PROJECTED BUDGET FOR THE HOMEOWNERS ASSOCIATION BASED UPON THE DEVELOPMENT FULLY EXPANDED IN ACCORDANCE WITH THE EXPANSION RIGHTS CONTAINED IN THE DECLARATION;

(9) A STATEMENT OF CURRENT OR ANTICIPATED MANDATORY FEES OR ASSESSMENTS TO BE PAID BY OWNERS OF LOTS WITHIN THE DEVELOPMENT FOR THE USE, MAINTENANCE, AND OPERATION OF COMMON AREAS AND FOR OTHER PURPOSES RELATED TO THE HOMEOWNERS ASSOCIATION AND WHETHER THE DECLARANT OR VENDOR WILL BE OBLIGATED TO PAY THE FEES IN WHOLE OR IN PART;

(10) (i) A BRIEF DESCRIPTION OF THE ZONING AND OTHER LAND USE REQUIREMENTS AFFECTING THE DEVELOPMENT; OR

(ii) A WRITTEN DISCLOSURE OF WHERE THE INFORMATION IS AVAILABLE FOR INSPECTION;

(11) A STATEMENT REGARDING:

(i) WHEN MANDATORY HOMEOWNERS ASSOCIATION FEES OR ASSESSMENTS WILL FIRST BE LEVIED AGAINST OWNERS OF LOTS;

(ii) THE PROCEDURE FOR INCREASING OR DECREASING SUCH FEES OR ASSESSMENTS;

(iii) HOW FEES OR ASSESSMENTS AND DELINQUENT CHARGES WILL BE COLLECTED;

(iv) WHETHER UNPAID FEES OR ASSESSMENTS ARE A PERSONAL OBLIGATION OF OWNERS OF LOTS;

(v) WHETHER UNPAID FEES OR ASSESSMENTS BEAR INTEREST AND, IF SO, THE RATE OF INTEREST;

(vi) WHETHER UNPAID FEES OR ASSESSMENTS MAY BE ENFORCED BY IMPOSING A LIEN ON A LOT UNDER THE TERMS OF THE MARYLAND CONTRACT LIEN ACT; AND

(vii) WHETHER LOT OWNERS WILL BE ASSESSED LATE CHARGES OR ATTORNEYS' FEES FOR COLLECTING UNPAID FEES OR ASSESSMENTS AND ANY OTHER CONSEQUENCES FOR THE NONPAYMENT OF THE FEES OR ASSESSMENTS:

(12) IF ANY SUMS OF MONEY ARE TO BE COLLECTED AT SETTLEMENT FOR CONTRIBUTION TO THE HOMEOWNERS ASSOCIATION OTHER THAN PRORATED FEES FOR ASSESSMENTS, A STATEMENT OF THE AMOUNT TO BE COLLECTED AND THE INTENDED USE OF SUCH FUNDS; AND

(13) A DESCRIPTION OF ANY SPECIAL RIGHTS OR EXEMPTIONS RESERVED BY OR FOR THE BENEFIT OF THE DECLARANT OR THE VENDOR, INCLUDING:

(i) THE RIGHT TO CONDUCT CONSTRUCTION ACTIVITIES WITHIN THE DEVELOPMENT;

(ii) THE RIGHT TO PAY A REDUCED HOMEOWNERS ASSOCIATION FEE OR ASSESSMENT; AND

(iii) EXEMPTIONS FROM USE RESTRICTIONS OR ARCHITECTURAL CONTROL PROVISIONS CONTAINED IN THE DECLARATION OR PROVISIONS BY WHICH THE DECLARANT OR THE VENDOR INTENDS TO MAINTAIN CONTROL OVER THE HOMEOWNERS ASSOCIATION.

IF YOU HAVE NOT RECEIVED ALL OF THE MHAA INFORMATION FIVE (5) CALENDAR DAYS OR MORE BEFORE ENTERING INTO THE CONTRACTS, YOU HAVE FIVE (5) CALENDAR DAYS TO CANCEL THIS CONTRACT AFTER RECEIVING ALL OF THE MHAA INFORMATION. YOU MUST CANCEL THE CONTRACT IN WRITING, BUT YOU DO NOT HAVE TO STATE A REASON. THE SELLER MUST ALSO PROVIDE YOU WITH NOTICE OF ANY CHANGES IN MANDATORY FEES EXCEEDING TEN (10%) PERCENT OF THE AMOUNT PREVIOUSLY STATED TO EXIST AND COPIES OF ANY OTHER SUBSTANTIAL MATERIAL AMENDMENT TO THE INFORMATION PROVIDED TO YOU. YOU HAVE THREE (3) CALENDAR DAYS TO CANCEL THIS CONTRACT AFTER RECEIVING NOTICE OF ANY CHANGES IN MANDATORY FEES, OR COPIES OF ANY OTHER SUBSTANTIAL AND MATERIAL AMENDMENT TO THE MHAA INFORMATION WHICH ADVERSELY AFFECTS YOU. IF

YOU DO CANCEL THE CONTRACT YOU WILL BE ENTITLED TO A REFUND OF ANY DEPOSIT YOU MADE ON ACCOUNT OF THE CONTRACT. HOWEVER, UNLESS YOU RETURN THE MHAA INFORMATION TO THE SELLER WHEN YOU CANCEL THE CONTRACT, THE SELLER MAY KEEP OUT OF YOUR DEPOSIT THE COST OF REPRODUCING THE MHAA INFORMATION, OR $100, WHICHEVER AMOUNT IS LESS.

BY PURCHASING A LOT WITHIN THIS DEVELOPMENT, YOU WILL AUTOMATICALLY BE SUBJECT TO VARIOUS RIGHTS, RESPONSIBILITIES, AND OBLIGATIONS, INCLUDING THE OBLIGATION TO PAY CERTAIN ASSESSMENTS TO THE HOMEOWNERS ASSOCIATION WITHIN THE DEVELOPMENT. THE LOT YOU ARE PURCHASING MAY HAVE RESTRICTIONS ON:

(1) ARCHITECTURAL CHANGES, DESIGN, COLOR, LANDSCAPING, OR APPEARANCE;

(2) OCCUPANCY DENSITY;

(3) KIND, NUMBER, OR USE OF VEHICLES;

(4) RENTING, LEASING, MORTGAGING, OR CONVEYING PROPERTY;

(5) COMMERCIAL ACTIVITY; OR

(6) OTHER MATTERS.

YOU SHOULD REVIEW THE MHAA INFORMATION CAREFULLY TO ASCERTAIN YOUR RIGHTS, RESPONSIBILITIES, AND OBLIGATIONS WITHIN THE DEVELOPMENT.

DISCLOSURE

MARYLAND HOMEOWNERS ASSOCIATION ACT INFORMATION

The Purchaser set forth below is hereby advised that its contract of sale for the purchase of a lot within The Landings at Piney Point subdivision (the "Subdivision") is subject to the requirements of the Maryland Homeowners Association Act which requires the Seller to disclose to you certain information concerning the Subdivision in which the lot you are purchasing is located.

The lot you are purchasing is subject to a Declaration of Covenants, Restrictions, and Conditions recorded among the Land Records of St. Mary's County, Maryland (the "Declaration"). A true and complete copy of the Declaration and all amendments thereto is attached as Exhibit 1 to this Disclosure. By purchasing a lot within the Subdivision, you and/or your tenants will automatically be subject to the rights, responsibilities, and restrictions set forth in the Declaration.

The information required to be disclosed to you pursuant to Maryland Law is as follows:

1. The Vendor of the lot you have purchased is Potomac Land Ltd., a Maryland close corporation (the "Vendor"), whose address is Kimballs Landing, Tall Timbers, Maryland 20690, and whose telephone number is Area Code 301/994-2628. The names and addresses of the principal officers of the Vendor are: Charles S. Kimball, President, Secretary and Treasurer, whose address is Kimballs Landing, Tall Timbers, MD 20690; and Howard E. Kimball, Vice President, whose address is Kimballs Landing, Tall Timbers, MD 20690.

2. The name of the homeowners association provided for in the Covenants is "The Landings at Piney Point Homeowners Association, Inc.," a non-profit, non-stock corporation, incorporated under and by virtue of the laws of the State of Maryland (the "Homeowners Association"). The Resident Agent of the Homeowners Association in Maryland is Charles S. Kimball.

3. The lot you are purchasing is to be located within The Landings at Piney Point subdivision (the "Subdivision") as set forth on twelve (12) certain plats of subdivision recorded among the Land Records of St. Mary's County, Maryland (hereafter collectively the "Plat"). A copy of the Plat is attached to this Disclosure as Exhibit 2. The total number of lots contained within the Subdivision which are subject to the Declaration is ninety-five (95); no additional or lesser amounts of lots are anticipated or planned to be included within the Subdivision.

4. The Vendor does not intend to annex additional property. The Vendor does not own any property contiguous to the Subdivision which is to be dedicated to public use. All property within the Subdivision which has thus far been dedicated to public use is set forth and shown on the Plat. The Subdivision is not within or part of any other development.

5. A copy of the Articles of Incorporation of the Homeowners Association and its By-Laws, and all amendments thereto, are attached hereto collectively as Exhibit 3. <u>The obligations contained in these documents are enforceable against an owner and the owner's tenants.</u>

6. All persons owning a lot in the Subdivision are automatically included as members of the Homeowners Association.

7. The Property which is currently planned to be owned and maintained by the Homeowners Association is described as "Parcel A, Easement for 95 Slip Boat Harbor" as shown on Plat 8; "Parcel B, 134,929 square feet" as shown on Plat 10; and "Parcel C, 112,820

square feet or 2.59 Acres" as shown on Plat 7, and such stormwater management ponds and easements as are shown on any of the Plats.

8. Attached hereto as Exhibit No. 4 is a copy of the estimated proposed annual budget for the Homeowners Association for the current fiscal year, and a copy of the current projected budget for the Homeowners Association based upon the completed development of the Property. Prior to September 1, 1993, the anticipated mandatory annual assessment to be paid by owners of lots within the Subdivision for the use, maintenance and operation of common areas and for other purposes related to the Homeowners Association is as set forth in the Homeowners Association's budget for its initial year of operation, not to exceed, however, $300.00 per lot. From and after September 1, 1993, the annual assessment will be determined in accordance with the current maintenance costs and future needs of the Homeowners Association. The Vendor is not required to pay assessments with respect to property owned by it.

9. Zoning and other land use requirements affecting the development may be found at the St. Mary's County Administration Building, Leonardtown, Maryland.

10. The Homeowners Association assessments for each lot shall commence on the date the deed to the lot is delivered to the purchaser from the Vendor, and such first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The assessment may be increased by a vote of two-thirds of each class of the members of the Homeowners Association for an increase of greater than 10% over the preceding year. For increases of less than 10%, the Board of Directors shall have the authority. Further procedures for increasing such mandatory assessments may be found in Article XII of the Declaration. The assessments are the personal obligation of the lot owner. Unpaid assessments shall bear interest at the rate of eighteen (18) percent per annum. Assessments will be enforced under the terms of the Maryland Contract Lien Act. The costs of collection of unpaid assessments, including attorneys' fees, will also be assessed to the delinquent lot owner. For further details on the collection of mandatory assessments and procedures to be employed in collecting delinquent assessments please refer to Article XII of the Declaration.

11. At the time of closing on a lot pursuant to an original Contract of Sale with the Vendor, the purchaser of the lot shall pay to the Homeowners Association a capital contribution in the sum of $500.00 for each lot purchased. The intended use of such funds is to meet budgetary deficits, in lieu of special assessments, and for payment of any federal and state income taxes on the earnings of this funds.

12. Prior to the time when the Vendor conveys the common areas to the Homeowners Association pursuant to the provisions of the Declaration, the Vendor will not be required to pay any annual

or special assessments for any lot owned by the Vendor, but the Vendor will rather maintain the common areas at its own expense and will be promptly reimbursed by the Homeowners Association out of funds collected through annual assessments on lots which have been transferred to third parties other than Vendor. The Vendor has reserved an easement over the common areas for any purpose related to the completion of construction of the development. The Vendor has reserved a fifteen (15) foot easement around the perimeter of each lot and has reserved other rights pursuant to the terms of Article XIV of the Declaration. The Vendor shall exercise six (6) votes for each lot owned.

The information set forth has been disclosed to you pursuant to the provisions of the Maryland Homeowners Association Act as set forth in Title 11B of the Real Property Article of the Annotated Code of Maryland. It is necessary for all persons who have signed the contract for the purchase of your lot to sign where indicated below acknowledging your receipt of this Disclosure and a copy of the Declaration, the Articles of Incorporation and the By-laws of the Homeowners Association.

Information regarding the Homeowners Association and other Maryland Homeowners Association Act information will be available from time to time at the Homeowner's Association Depository in the office of the Clerk of the Circuit Court for St. Mary's County, Maryland.

Should you have any questions concerning the information set forth above, kindly direct your inquiries to Potomac Land Ltd., Kimballs Landing, Tall Timbers, Maryland 20690.

POTOMAC LAND LTD.,
a Maryland close corporation

By: _____ (SEAL)
Name: Charles S. Kimball
Title: President

[SIGNATURES CONTINUED]

We hereby acknowledge receipt of the above Addendum No. 1 to Contract of Sale, which contains a Notice and a Disclosure, including a copy of the Declaration, the Articles of Incorporation and By-laws of the Homeowners Association, and all amendments thereto, the Plats of subdivision and all other documents described as exhibits therein on this ____ day of _____, 199__.

PURCHASERS:

_____(SEAL)

_____(SEAL)

PLEASE SIGN TWO COPIES

We hereby acknowledge receipt of the above Addendum No. 1 to Contract of Sale, which contains a Notice and a Disclosure, including a copy of the Declaration, the Articles of Incorporation and By-laws of the Homeowners Association, and all amendments thereto, the Plats of subdivision and all other documents described as exhibits therein on this ____ day of _____, 199__.

PURCHASERS:

_____(SEAL)

_____(SEAL)

THE LANDINGS AT PINEY
POINT HOMEOWNERS ASSOCIATION, INC.

Amendments to Bylaws

Adopted by Members of The Landings at Piney Point Homeowners Association, Inc. (the "Association") on June 20, 1994.

1. The title and heading of the Bylaws is hereby amended by deleting the heading and title in its entirety and inserting in lieu thereof the following:

"BYLAWS OF

THE LANDINGS AT PINEY POINT HOMEOWNERS ASSOCIATION, INC.

(A non-stock, non-profit Maryland corporation)"

2. Article I is hereby amended by deleting the Article in its entirety and inserting in lieu thereof the following:

"ARTICLE I. NAME AND LOCATION

The name of the corporation is THE LANDINGS AT PINEY POINT HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the Association shall be located at Lot 16, Whitestone Court, Piney Point Landing, Piney Point, Maryland 20692, or at such other place as may be subsequently designated by the Board of Directors."

3. Article III, Section 3, is hereby amended by deleting the date in subparagraph (b) of paragraph Class B from "January 1, 1994", and inserting in lieu thereof, "January 1, 1999".

4. Article V, Section 5, is hereby amended by deleting the Section in its entirety and inserting in lieu thereof the following:

"Section 5. Action Taken Without a Meeting. Except as otherwise provided by law, including, but not limited to, the provisions of the Maryland Homeowners Association Act, the Board of 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 of the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Board of Directors."

5. Article VI is hereby amended by inserting a new Section 4, which shall provide the following:

"Section 4. Notice of Meetings - Board of Directors. Notice of any special meetings of the Board of Directors shall be given by written notice delivered personally, transmitted by facsimile, telegraphed or mailed to each director at his business or resident address. If mailed, such notice shall be deemed to be given two days after deposit in the United States mail properly addressed, with postage thereon prepaid. If given by telegram, such notice shall be deemed to be given when the telegram is delivered to the telegram company."

6. Article VI is hereby amended by inserting a new Section 5, which shall provide the following:

"Section 5. Notice to Members; Open Meetings. Notwithstanding any of the provisions of this Article VI, except as otherwise provided by the Maryland Homeowners Association Act, all meetings of the Board of Directors shall be open to all members of the Association or their agents, and all such members and their agents shall be given reasonable notice of all regularly scheduled open meetings of the Association."

7. Article VI is hereby amended by inserting a new Section 6, which shall provide the following:

"Section 6. Place of Meetings. All meetings of Directors shall be held at the principal office of the Association or at such other place within the United States as shall be designated by the Board of Directors."

8. Article X, Section 1, is hereby amended by adding at the end of the first sentence of the Section, the following:

", or on such other annual date and time fixed by the Board of Directors."

9. Article X is hereby amended by inserting a new Section 6, which shall provide the following:

"Section 6. Place of Meetings. All meetings of Members shall be held at the principal office of the Association or at such other place within the United States as shall be stated in the notice of the meeting."

TOLSON ESTATES HOMEOWNERS ASSOCIATION, INC.
DISCLOSURES PURSUANT TO THE
MARYLAND HOMEOWNERS ASSOCIATION ACT
FOR
TOLSON ESTATES SUBDIVISION

As of June 13, 1994

(1) The name and principal address of the vendor/declarant and the names and addresses of the principal officers of the Homeowners Association are:

Julius Warren Tolson (President)
Georgiana K. Tolson
219A Lighthouse Road
Piney Point, Maryland 20674
Telephone No. (301) 994-9206

Jean Tolson Waikart (Treasurer)
220 Lighthouse Road
Piney Point, Maryland 20674
Telephone No. (301) 994-2422

Samuel R. Wentz, Jr. (Secretary)
Sharon H. Wentz
601 Laura Lee Street
Elizabeth City, North Carolina 27909
Telephone No. (919) 338-1856

Julius Warren Tolson, as President of the Association, is authorized to provide to members of the public information regarding the homeowners association and the development.

(2) The name of the Homeowners Association is: **Tolson Estates Homeowners Association, Inc.** (a Maryland Non-Stock, Non-Profit Corporation). The name and address of the resident agent of the Homeowners Association is **Bill D. McKissick, Jr., Esq., 91 Maple Road, Suite 205, Lexington Park, Maryland 20653, (301) 862-3764.**

(3) The development is located in the Second Election District of St. Mary's County, currently contains approximately 11.40 acres more or less, and is more specifically described in the Declaration, a copy of which is recorded among the Land Records of St. Mary's County, Maryland at Liber E.W.A. No. 897, folio 328, and is also recorded among the Homeowners Association Depository at Liber E.W.A. No. 003, folio 0014. There are currently 11 lots in the subdivision, and no greater or lesser number of lots currently planned or permitted. There are no current plans to annex any additional property into the subdivision.

(4) No property in the subdivision is currently planned to be

dedicated to public use.

(5) It is currently not anticipated that the subdivision will become part of another subdivision.

(6) The rights of the Declarant to annex additional properties, if any, are set forth in the Declaration.

(7) It is anticipated that the Association will maintain Hotel Cove Lane, Maindrive Way and Open Space, Parcel A as shown on the plat entitled Tolson Estates, prepared by McCrone, Inc. and recorded among the Plat Records of St. Mary's County, Maryland at Liber E.W.A. No. 39, folio 36.

(8) Attached is a copy of the:

(i) The articles of incorporation;

(ii) The bylaws and rules of the primary development and of other related developments to the extent reasonably available, to which the purchaser shall become obligated on becoming an owner of the lot.

(iii) The Declaration, and all recorded covenants and restrictions of the primary development and of other related developments to the extent reasonably available, to which the purchaser shall become obligated on becoming an owner of the lot, are recorded among the Land Records of St. Mary's County, Maryland, including but not limited to, the Declaration recorded among the Land Records at Liber E.W.A. 897, folio 328, and among the Homeowners Association Depository at Liber E.W.A. No. 003, folio 0014 (the "Declaration").

NOTE THAT THESE DOCUMENTS IMPOSE OBLIGATIONS WHICH ARE ENFORCEABLE AGAINST THE OWNER AND THE OWNER'S TENANT.

(9) Information concerning zoning and other land use requirements affecting the development can be found at the St. Mary's County Office of Planning and Zoning, located in Leonardtown, and various affiliated county and state agencies, including: the Department of Public Works; the Health Department; the State Highway Administration, etc.

(12) Pro-rated assessments for the current year will be required at the time of settlement or closing. The mechanism for the determination, assessment, collection, and consequences of nonpayment of assessments or fees is set forth in the Articles, Declaration and Bylaws of the Association.

(13) No funds are to be collected at settlement for contribution to the homeowners association other than prorated fees or assessments.

(14) Any special rights or exemptions reserved by or for the benefit of the declarant or the vendor are contained in Articles,

Declaration and Bylaws of the Association.

ARTICLES OF INCORPORATION 8:52 a
TOLSON ESTATES HOMEOWNER'S ASSOCIATION, INC.

(A Non-Stock, Membership Corporation)

First: *Formation.* I, the undersigned, Bill D. McKissick, Jr., whose post office address is 91 Maple Drive, Suite 205, Lexington Park, Maryland 20653, being at least twenty-one (21) years of age, do hereby form a corporation under and by virtue of the general laws of the State of Maryland.

Second: *Name.* The name of the corporation (which is hereinafter called the "Association) is:

TOLSON ESTATES HOMEOWNER'S ASSOCIATION, INC.

Third: *Purpose and Powers.* 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, presentation and architectural control of the residence lots and the Association property within all that certain property described in the Declaration of Covenants, Conditions and Restrictions made by Julius Warren Tolson, Georgiana K. Tolson, Jean Tolson Waikart, Samuel R. Wentz, and Sharon H. Wentz, dated April 5, 1994, and recorded among the Land Records of St. Mary's County, State of Maryland at **Liber E.W.A. No. 897, Page 328** and in the Homeowners Association Depository at **Liber E.W.A. No. 003, page 0014,** as the same may be amended from time to time (hereinafter called the "Declaration"), and such additional property as may be subjected to the Declaration, 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 the Declaration as the same may be amended from time to time as therein 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 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, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

I.D. NO# D3909991
ACKN. NO. - 246C3075372
TOLSON ESTATES HOMEOWNER'S ASSOCI
ATION, INC.

NO. OF CERTIFIED COPIES - 1

STATE OF MARYLAND

I hereby certify that this is a true and complete copy of the 5 page document on file in this office. DATED: 7-13-94.
STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
BY: Leah Ann-Cury
This stamp replaces our pervious certification system. Effective 10/84

(e) Dedicate, sell or transfer all or any part of the Association property 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 nonprofit corporations organized for the same purposes or annex additional residential property and common property, provided that any such merger, consolidation or annexation shall have the assent to 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-Profit Corporation Law of the State of Maryland by law 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 it's agents or employees, to enter upon said parcel and to repair, maintain and restore the property and the exterior of the building and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become a part of the Assessment to which such property is subject.

Fourth: *Principal Place of Business/Resident Agent.* The post office address of the principal address of the Association in this State is 220 Lighthouse Road, Piney Point, Maryland 20674. The name and post office address of the Resident Agent of the Association in this State is Bill D. McKissick, Jr., Esq., 91 Maple Drive, Suite 205, Lexington Park, Maryland 20653. Said Resident Agent is an individual actually residing in the State of Maryland.

Fifth: *Qualification of Members.* The Association shall not be authorized to issue any capital stock. Every person or entity who is a record owner of the fee simple title in any lot which is subject to covenants of record to assessment by the Association, or, if such 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 have such interest merely as security for the performance of any obligation, 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 by the Association.

Sixth: *Classes of Members.* The Association shall have two (2) classes of voting membership:

(a) Class A. Class A member(s) shall be all owners, with the exception of the Declarant (as defined in the Declaration) 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.

(b) Class B. Class B member(s) shall be the Declarant (as defined in the Declaration). and shall be entitled to three (3) votes for each lot jointly owned by Declarants. All of Declarants' votes shall be cast in a block and the decision of how the Declarants' votes shall be made by majority vote of Declarants among themselves with

(i) Julius Warren Tolson and Georgiana K. Tolson being entitled to cast one vote;

(ii) Samuel R. Wentz and Sharon H. Wentz being entitled to cast one vote; and

(iii) with Jean Tolson Waikart being entitled to cast one vote.

The Class B membership shall cease, subject to revival upon additional land being annexed pursuant to the Declaration, and be converted to Class A membership on the happening of any of the following events, whichever occurs earlier:

(i) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(ii) December 31, 2003

Pursuant to Maryland Corporations and Associations Code Annotated §5-202(b)(8) the Board of Directors of the corporation may from time to time provide for the right of members to vote by mail on a stated proposal for the election of Directors.

Seventh: *Board of Directors.* The affairs of this Association shall be managed by a Board of three (3) 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 names and addresses of the person who are to act in the capacity of directors until the selection of their successor are:

Jean T. Waikart 220 Lighthouse Road Piney Point, MD 20674	Julius W. Tolson 219 A Lighthouse Road Piney Point, MD 20674	Samuel E. Wentz 601 Laura Lee Street Elizabeth City, NC 27909

At the first annual meeting the members shall elect two (2) directors for a term of one (2) years and one director for a term of one (1) year; and at each annual meeting thereafter members shall elect directors for a term of two (2) years.

Eighth: *Dissolution.* The Association may be dissolved with the assent given in writing

and signed by not less than two-thirds (2/3) of each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate pubic 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.

Ninth: *Duration.* The Association shall exist perpetually.

Tenth: *Amendment.* Amendment of these Articles shall require the assent of seventy-five percent (75%) of the entire membership, except that so long as there shall be Class B membership, a majority of the Class B members alone, without the need for the assent of the Class A members, may amend these Articles, provided, however, that if any Lot in the development has been approved for FHA or VA funding, and, if required by such agency, the following actions will require the prior approval of the appropriate agency: annexation of additional properties, mergers and consolidation, mortgaging of Association property, dedication of Association property, dissolution and amendment of these Articles.

IN WITNESS WHEREOF, I have signed these Articles of Incorporation and have acknowledged the same to be my act this ____ day of June, 1994.

WITNESS:

_____

_____
Bill D. McKissick, Jr.

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BY-LAWS
OF
TOLSON ESTATES HOMEOWNERS ASSOCIATION, INC.

I. NAME AND LOCATION.

The name of the Corporation is **TOLSON ESTATES HOMEOWNERS ASSOCIATION, INC.**, hereinafter referred to as the "Association". The principal office of the Corporation shall be located at: 220 Lighthouse Road, Piney Point, Maryland 20674, 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.

II. DEFINITIONS

1. "*Association*" shall mean and refer to **TOLSON ESTATES HOMEOWNERS ASSOCIATION, INC.**, a Maryland not-for-profit corporation, as formed by the Declarants, their heirs, successors and assigns.

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.

3. "*Lot*" shall mean Lots 1 through 11, inclusive, as shown on a Plat by McCrone, Inc., entitled "Tolson Estate", dated May 20, 1993, said Plat being recorded in Plat Liber E.W.A. No. 39, Folio 36, among the Plat Records of St. Mary's County, Maryland; and shall also refer to any plot of land shown upon any recorded subdivision maps of the aforesaid properties, as resubdivided.

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.

5. "*Declarant*" shall mean and refer to Julius Warren Tolson, Georgiana K. Tolson, Jean Tolson Waikart, Samuel R. Wentz and Sharon H. Wentz, their heirs, successors and assigns if such heirs, successors and assigns shall acquire more than one undeveloped Lot from the Declarant for the purpose of development and the Declarant shall assign all or part of its rights, in writing, to the heirs, successors or assigns.

6. "*Declaration*" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions of Tolson Estates Homeowners Association, Inc., recorded among the Land Records of St. Mary's County, Maryland at Liber E.W.A. No. 897, folio 328, and also recorded among the Homeowners Association Depository at Liber E.W.A. No. 003, folio 0014, and any supplementary or amended declaration of covenants, conditions and restrictions, applicable to the properties as recorded in the Land Records of St. Mary's County, Maryland.

7. "*Member*" shall mean and refer to those persons entitled to membership as

provided in the Declaration.

III. MEETING OF MEMBERS

1. *ANNUAL MEETINGS.* The first annual meeting of the members shall be held within one (1) year from the date of organization of the Association, and each subsequent regular annual meeting of the members shall be held in the same month of each year thereafter, at such date and time as determined 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.

2. *SPECIAL MEETINGS.* Special meetings of the members may be called at any time by the President, Class B Members, 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.

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 at the meeting, 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.

4. *QUORUM.* The presence at the meeting of members entitled to cast, or of proxies entitle to cast one-third (1/3) 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 shall be presented or be represented.

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.

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. The Class B Members shall cast the aforesaid three (3) votes for each Class B Membership in a block pursuant to the procedure set forth in the Articles of Incorporation.

The vote of the majority of those present, either in person or by proxy, shall decide any questions 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.

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.

IV. BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE:

1. *NUMBER.* The affairs of this Association shall be managed by a Board of three (3) Directors or such greater number as approved by the majority vote of the Board of Directors.

2. *TERM OF OFFICE.* At the first annual meeting following the organization of the Association, the members shall elect two (2) directors for a term of two (2) years and one (1) director for a term of one (1) year. At the expiration of the initial term of office of each respective Director, his or her 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.

3. *REMOVAL.* Any Director may be removed from the Board by majority of the votes of the members of the Association. In the event of death, resignation or removal of a Director, his or her successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his or her predecessor.

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.

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 Directors. Any action approved shall have the same effect as though taken at a meeting of the Directors.

V. NOMINATION AND ELECTION OF DIRECTORS

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.

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.

VI. MEETINGS OF DIRECTORS

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.

2. *SPECIAL MEETINGS*. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any Director, 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.

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.

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.

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

6. *CLOSED MEETINGS*. A meeting of the Board of Directors or other governing body of the Association or a committee of the Association may be held in closed session as permitted under Maryland law.

VII. POWERS AND DUTIES OF THE BOARD OF DIRECTORS

1. *POWERS*. The Board of Directors shall be 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 any 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 any 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 these By-Laws.

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, and subject to the exercise of its reasonable discretion, to:

i. Fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period, provided, however, that the failure to set the annual assessment within such time period shall not relieve any Lot owner of the obligation to pay said assessment;

ii. Send written notice of each assessment to every Owner subject thereto, provided, however, that the failure to send such notice shall not relieve any Lot owner of the obligation to pay said assessment; and

iii. Foreclose the lien against any property for which assessments are not paid within a reasonable time 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 as deemed appropriate by the Board of Directors;

F. Cause all officers or employees having fiscal responsibilities to be bonded, as the Board of Directors 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.

VIII. OFFICERS AND THEIR DUTIES

1. *ENUMERATION OF OFFICERS.* The officers of this Association shall be a President, who shall at all times be a member 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.

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.

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.

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.

5. *RESIGNATION AND REMOVAL.* Any officer may be removed from office 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.

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.

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 this Article.

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, 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

The Vice President, if any, 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 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.

IX. COMMITTEES

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

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 the Association may be withheld from public inspection as permitted under Maryland law.

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

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.

XII. CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: **TOLSON ESTATES HOMEOWNERS ASSOCIATION, INC.** - Corporate Seal-Maryland 1994.

Corporate Seal

XIII. AMENDMENTS

These By-Laws may be amended, at a regular or special meeting of the members, by a majority of a quorum of the Members or at a regular or special meeting of the Board of Directors by the unanimous consent of the Board of Directors. Any such amendment to these Bylaws shall be recorded among the Homeowners Association Depository of St. Mary's County, Maryland, but said recording shall not be required as a precondition for said amendment to be effective.

XIV. MISCELLANEOUS

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.

2. *CONFLICT.* In the case of a 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.

3. *AUDIT.* If deemed prudent by the Board of Directors, at the close of each fiscal year the books and records of the Association may 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.

4. *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 **TOLSON ESTATES HOMEOWNERS ASSOCIATION, INC.**, have hereunto set our hands seals this 13th day of June, 1994.

BOARD OF DIRECTORS

Jean T. Waikart (SEAL)
Jean T. Waikart

Julius Warren Tolson (SEAL)
Julius W. Tolson

Samuel R. Wentz (SEAL)
Samuel R. Wentz

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INFORMAL ORGANIZATIONAL ACTION OF THE BOARD OF DIRECTORS OF TOLSON ESTATES HOMEOWNERS ASSOCIATION, INC.

As of June 13, 1994

The undersigned, constituting all of the members of the Board of Directors of TOLSON ESTATES HOMEOWNERS ASSOCIATION, INC., a Maryland corporation (the "Corporation"), in accordance with Section 2-408(c) of the Corporations and Associations Article of the Annotated Code of Maryland, 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 Articles of Incorporation of this Corporation filed with the State Department of Assessments and Taxation and filed herewith and incorporated by reference herein be and the same are hereby approved and accepted.

RESOLVED, that the By-Laws submitted and filed in the corporate record book with these resolutions be and the same hereby are adopted as and for the By-Laws of this Corporation, and that the Secretary be and hereby is instructed to cause the same to be inserted in the Minute Book immediately following the copy of the Articles of Incorporation.

RESOLVED, that the following person is hereby elected to be the officers of this Corporation to serve until his respective successors are chosen and qualify:

NAME	OFFICE
Julius Warren Tolson	**President**
Jean Tolson Waikart	**Treasurer**
Samuel R. Wentz	**Secretary**

RESOLVED, that for the purpose of authorizing the Corporation to do business in any state, territory or dependency of the United States or any foreign country in which it is necessary or expedient for this Corporation to transact business, the proper officers of this Corporation are hereby authorized to appoint and substitute all necessary agents or attorneys for service of process, to designate and change the location of all necessary statutory offices, and under the corporate seal to make and file all necessary certificates, reports, powers of attorney and other instruments as may be required by the laws of such state, territory, dependency or country, to authorize the Corporation to transact business therein and whenever it is expedient for the Corporation to cease doing business therein and withdraw therefrom, to revoke any appointment or agent or attorney for service of process, and to file such certificates, reports, revocations of appointment, or surrender of authority of the Corporation to do business in any such state, territory, dependency or country.

RESOLVED, that this Corporation open a bank account with the First National Bank of St. Mary's and that any officer of the Corporation is authorized to sign checks and negotiable instruments.

RESOLVED, that the Secretary of this Corporation is authorized and directed to deliver and certify to the bank a copy of these resolutions, together with a certificate setting forth the names and certifying signatures of the present officers of this corporation, and certifying the signatures of persons other than officers of this Corporation who are authorized to sign as above set forth, and the bank shall be free from all liability and fully protected on such certificates of the Secretary and shall be indemnified and saved harmless from any claims, demands, expenses, loss or damage resulting from or growing out of honoring the signature of any officer so certified, or refusing to honor any signature not so certified until the actual receipt by the Bank of a written notice purporting to be under

the seal of this Corporation and purportedly signed by the President or Secretary of this Corporation notifying the Bank of any change of such officers or other authorized signers.

RESOLVED, that any and all actions taken or contracts entered into heretofore by an officer and/or director for the Corporation, either as officer and/or director, as well as any and all actions taken or contracts entered into by said persons as individuals, acting for the Corporation, be and the same are hereby ratified, approved and confirmed by the Corporation, and all such contracts adopted as though said individual had at such time full power and authority to act for the Corporation and in the same manner as if each and every act had been done pursuant to the specific authorization of the Corporation.

RESOLVED, that the Board of Directors adopts the attached budget as the budget of the Association for the 1995 calendar year.

RESOLVED, pursuant to Article III, Section 3 of the Declaration of Covenants, Conditions and Restrictions of Tolson Estates Homeowners Association, Inc. the maximum annual assessment for each Lot in the subdivision for the calendar year 1995 shall be Two Hundred Sixty Dollars ($260.00) and said annual assessment shall be paid on such date or dates as to be determined by the Board of Directors.

This Informal Action of the Board of Directors may be executed in counterparts.

WITNESS the hands and seals of the Directors as of the day and year above written.

BOARD OF DIRECTORS

Jean Tolson Waikart (SEAL)
Jean Tolson Waikart

Julius Warren Tolson (SEAL)
Julius Warren Tolson

Samuel R. Wentz, Jr. (SEAL)
Samuel R. Wentz, Jr.

BDM C:\FORMS\HOA\TOLSON.EST\INFOORG.TE
060694 11:17

TOLSON ESTATES HOMEOWNERS ASSOCIATION, INC.
PROPOSED 1995 BUDGET AND ANNUAL ASSESSMENT

		Amount ($)
Operating Expenses:		
1.	Grounds Maintenance (Basic)	$ 250
2.	Grounds Maintenance (special projects)	250
3.	Postage	10
4.	Meetings	25
5.	Audit (includes taxes)	400
6.	Insurance	500
7.	Legal	200
8.	Road Maintenance	500
9.	Miscellaneous (contingency)	200
	Total Operating Expenses:	$2,335
Replacement Reserves:		
10.	Road Improvements	$ 500
	Total Addition to Replacement Reserves:	$ 500
	TOTAL 1995 BUDGET	$2,835

Proposed Annual Assessments for 1995:

Lots 1 - 11 $260 x 11 equals $2,860

$2,860

Annual assessment per lot equals $260.

F:\WP\DOW\BUDGET.2

EIGHTEENTH ANNEXATION AMENDMENT

to

Declaration of Covenants, Conditions and Restrictions

of

SYCAMORE HOLLOW OF WILDEWOOD ASSOCIATION, INC.

IMP FD SURE $ 2.00
RECORDING FEE 20.00

This EIGHTEENTH ANNEXATION AMENDMENT, (the "Eighteenth Annexation"), made this 21st day of November, 1994, by PARAGON BUILDERS, INC., a Corporation organized and existing under the laws of the State of Maryland (the "Declarant").

TOTAL 22.00
Rec#5462 Rcpt#1242
EWA MAR Blk#096
Nov 28, 1994 10:23 am

Introductory Statement

A. Declarant has caused the Declaration of Covenants, Conditions and Restrictions of Sycamore Hollow of Wildewood Association, Inc., dated January 22, 1993, to be recorded among the Land Records of St. Mary's County, Maryland in Liber E.W.A. No. 746 at Folio 96 (the "Declaration") establishing Sycamore Hollow of Wildewood and Sycamore Hollow of Wildewood Association, Inc. (the "Association").

RECORDING FEE 15.00
TOTAL 15.00

B. The Declaration in Article II, Section 2, provides the Declarant unlimited right, privilege, and option, from time to time and at any time, to annex to the Property and to subject to the legal operation and effect of the Declaration and to the jurisdiction of the Association certain additional real property by the filing of an Annexation Amendment among the Land Records of St. Mary's County, Maryland.

Rec#5462 Rcpt#1242
EWA MAR Blk#097
Nov 28, 1994 10:31 am

C. Declarant now desires to annex certain additional real property and to subject the same to the legal operation and effect of the Declaration and to the jurisdiction of the Association in accordance with the provisions of the Declaration.

NOW THEREFORE, this Eighteenth Annexation Amendment WITNESSETH: That Declarant, for itself, its successors, and assigns for themselves, their personal representatives, heirs, and assigns, do hereby expressly declare, state and establish as follows:

1. The additional real property annexed hereby and subjected to the legal operation and effect of the Declaration and to the jurisdiction of the Association is the property designated on Plat Twenty-three, Lots 14, 15 and 16, Sycamore Hollow of Wildewood, recorded in the plat records of St. Mary's County, Maryland in Plat Liber E.W.A. at Folio and including, but not limited to Lots 14, 15, and 16.

2. That the additional real property annexed hereby is part of the property described in Exhibit "A" of the Declaration and the same is annexed and subjected to the legal operation and effect of the Declaration and to the jurisdiction of the Association in accordance with the Declaration.

WITNESS the hand and seal of Declarant, Paragon Builders, Inc., by its President on the day and year first above written.

ATTEST:

Thomas E. Wettengel
Corporate Secretary

PARAGON BUILDERS, INC.

by: _____ (SEAL)
Edmund W. Wettengel, Jr.
President

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

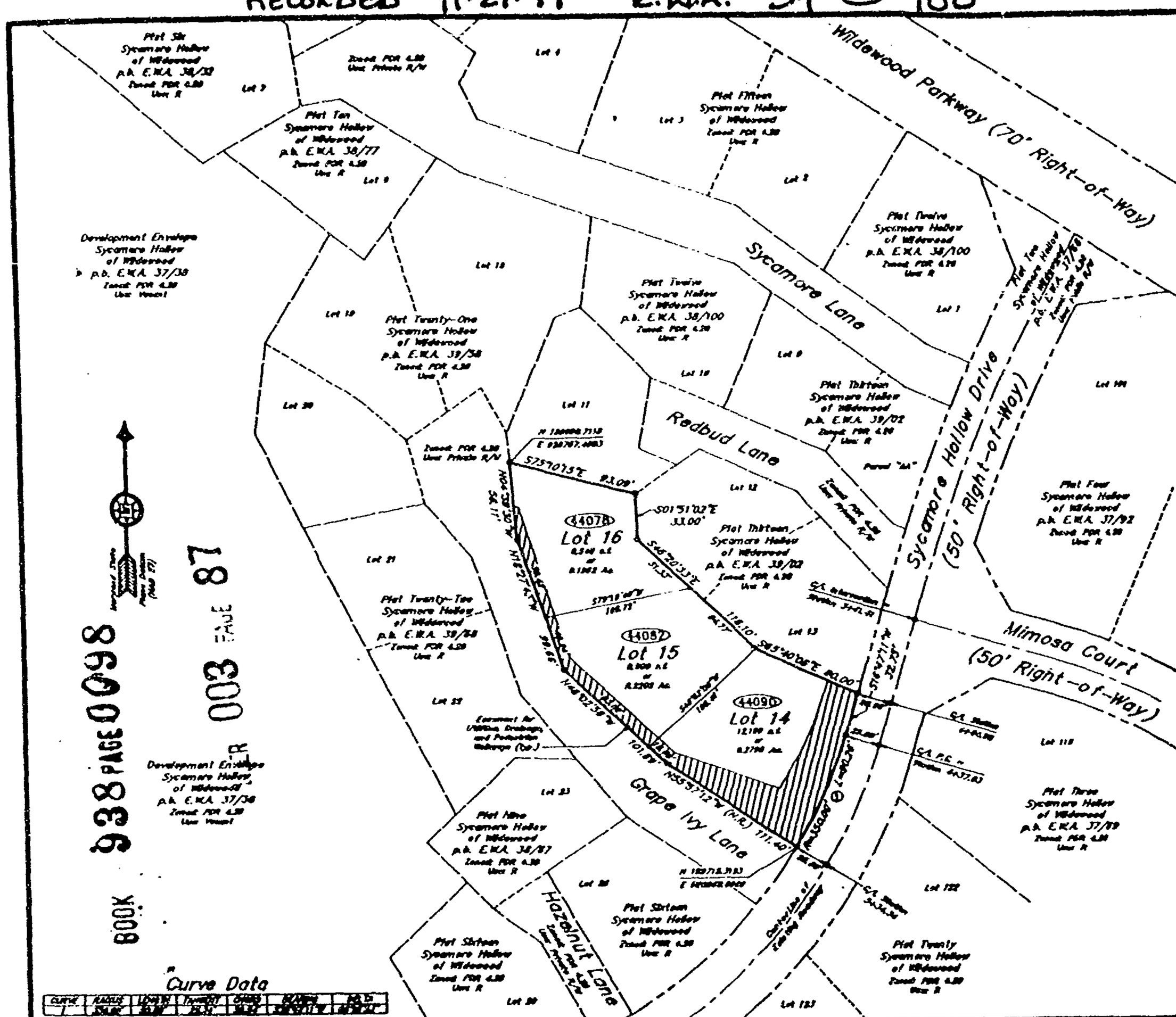
I HEREBY CERTIFY, that on this 21st day of November, 1994, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared EDMUND W. WETTENGEL, JR., who made oath in due form of law that he is the President of Paragon Builders, Inc., a corporation, the Declarant of the aforegoing Eighteenth Annexation Amendment to Declaration, and that he is authorized to execute the said Eighteenth Annexation Amendment to Declaration on behalf of the Corporation, and that the said Eighteenth Annexation Amendment to Declaration is the act of Paragon Builders, Inc. and that said Eighteenth Annexation Amendment to Declaration was executed and is to be recorded for the purpose of annexing additional property and subjecting the same to the legal operation and effect of the Declaration, and to the jurisdiction of Sycamore Hollow of Wildewood Association, Inc.

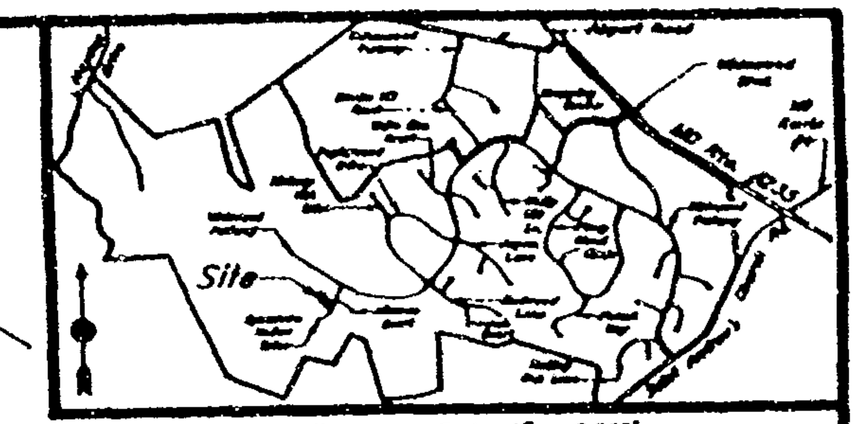
AS WITNESS my hand and Notarial Seal.

_____
Notary Public

My Commission Expires: 6-21-98

RECORDED 11·21·94 E.W.A. 39 @ 108





General Notes:

Development Construction, Utility and Drainage Easement Covenant:

Owner's Dedication:

Surveyor's Certificate:

BOOK 938 PAGE 0098

PAGE 003

Curve Data

Curve	Radius	Length	Tangent	Chord	Bearing	Delta
1	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

Planning and Zoning	Health Department	Department of Public Works
Date	Date	Date
Director	Health Officer	Director
P.C. Chairman	DR/Eng/Hyg	Metropolitan Commission
Case File Number: 91-1732	Sanitarian	Date
		Director

No.	Date	Description	By

REVISIONS

LARRY O. DAY
Surveying, Land Planning & Engineering
Wildewood Professional Park - 708 Airport Drive
California, Maryland 20619
Phone: (301) 863-4333

Plat Twenty-Three
Lots 14, 15 & 16
SYCAMORE HOLLOW of WILDEWOOD
Third & Eighth Election Districts
St. Mary's County, Maryland

Revised 8-30-94	Drawing # 391-23.dwg	Field Bk. 1.20	Plat Bk. 109
Date 10/10/94	Scale 1" = 50'	Page 1 of 1	

SH-23

ORIGINAL PLAT EXECUTED BY ALL PARTIES AND RECORDED AMONG THE LAND RECORDS FOR ST. MARY'S CO., MARYLAND

LIBER 003 PAGE 88

BOOK 939 PAGE 0017

FIRST SUPPLEMENTAL OR CLUSTER DECLARATION

and

Annexation Amendment

to the

Declaration of Covenants, Conditions and Restrictions

of

WILDEWOOD VILLAGE ASSOCIATION, INC.

and to the

Declaration of Covenants, Conditions and Restrictions

of

WILDEWOOD VILLAGE VILLA ASSOCIATION, INC.

INP FD SURE $ 2.00
RECORDING FEE 20.00

This FIRST SUPPLEMENTAL OR CLUSTER DECLARATION and Annexation Amendment, (the "First Supplemental Declaration"), made this 28th day of November, 1994, by PARAGON BUILDERS, INC., a Corporation organized and existing under the laws of the State of Maryland (the "Declarant").

TOTAL 22.00
Rec#5902 Rcpt#1234
EWA MAB Blk#1032
Nov 28, 1994 04:13 PM

Introductory Statement

A. Declarant has caused the Declaration of Covenants, Conditions and Restrictions of Wildewood Village Association, Inc., dated March 31, 1994, recorded among the Land Records of St. Mary's County, Maryland in Liber E.W.A. No. 880 at Folio 418 (the "Master Declaration") establishing Wildewood Village and the Wildewood Village Association, Inc. (the "Master Association").

RECORDING FEE 25.00
TOTAL 25.00

B. Declarant also has caused the Declaration of Covenants, Conditions and Restrictions of Wildewood Village Villa Association, Inc., dated March 31, 1994, recorded among the Land Records of St. Mary's County, Maryland in Liber E.W.A. No. 880 at Folio 442 (the "Cluster Declaration") establishing Wildewood Village Villa Association, Inc. (the "Cluster Association"), the effect of which was to subject certain described property designated as the Proposed Villa Phase One Area to the Cluster Declaration and thereby to the Master Declaration pursuant to Article II, Section 1 of the Master Declaration.

Rec#5902 Rcpt#1234
EWA MAB Blk#1033

C. Declarant may add or annex certain additional property to the Master Declaration and the Cluster Declaration pursuant to Article II, Section 2 of the said Declarations.

Nov 28, 1994 04:25 PM

NOW THEREFORE, in this First Supplemental Declaration the Declarant, for itself, its successors, and assigns, does hereby expressly declare, state, and establish as follows:

1. That the following lots are part of the area designated Proposed Villa Phase One Area in the Cluster Declaration and thus are expressly subject to the Master Declaration and the Cluster

Declaration and to the jurisdiction of the Master Association and the Cluster Association:

(a) Lots 203, 204, 205, and 206 as per Plat Three of Wildewood Village as recorded in the Plat Records of St. Mary's County, Maryland in Plat Liber E.W.A. No. 39, Folio 111.

(b) Lots 215, 216, 217, and 218 as per Plat Four of Wildewood Village as recorded in the Plat Records of St. Mary's County, Maryland in Plat Liber E.W.A. No. 39, Folio 113.

2. That the following parcels of land, to the extent that they were not part of the Proposed Villa Phase One Area, are hereby annexed and made subject to the Master Declaration and to the jurisdiction of the Master Association:

(a) Wetstone Lane and Wildewood Village Lane as shown on Plat Two of Wildewood Village as recorded in the Plat Records of St. Mary's County, Maryland in Plat Liber E.W.A. No. 39, Folio 112.

(b) Lot 304, Plat Eight of Wildewood Village as per plat recorded in the Plat Records of St. Mary's County, Maryland in Plat Liber E.W.A. No. 39, Folio 114.

3. That the following parcel of land is hereby annexed and made subject to the Cluster Declaration and to the jurisdiction of the Cluster Association:

(a) Lot 304, Plat Eight of Wildewood Village as per plat recorded in the Plat Records of St. Mary's County, Maryland in Plat Liber E.W.A. No. 39, Folio 114.

WITNESS the hand and seal of Declarant, Paragon Builders, Inc., by its President on the day and year first above written.

ATTEST:

Thomas E. Wettengel
Corporate Secretary

PARAGON BUILDERS, INC.

By: _____ (Seal)
Edmund W. Wettengel
President

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

I HEREBY CERTIFY, that on this 28th day of NOVEMBER, 1994, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared EDMUND W. WETTENGEL, who made oath in due form of law that he is the President of Paragon Builders, Inc., a corporation, the Declarant of the aforegoing First Supplemental Declaration, and that he is authorized to execute the said First Supplemental Declaration on behalf of the Corporation, and that the said First Supplemental Amendment to Declaration is the act of Paragon Builders, Inc. and that said First Annexation Amendment to Declaration was executed and is to be recorded for the purpose of subjecting the described real property to the legal operation and effect of the Master Declaration, and to the jurisdiction of the Master Association and to the Cluster Association and to the jurisdiction of the Cluster Association as stated therein.

AS WITNESS my hand and Notarial Seal.

J. Rochester
Notary Public

My Commission Expires: 6-21-98

General Notes:

Development, Construction, Utility and Drainage Easement Covenant:

Owner and Association Easements and Cross Easements

Owner's Dedication:

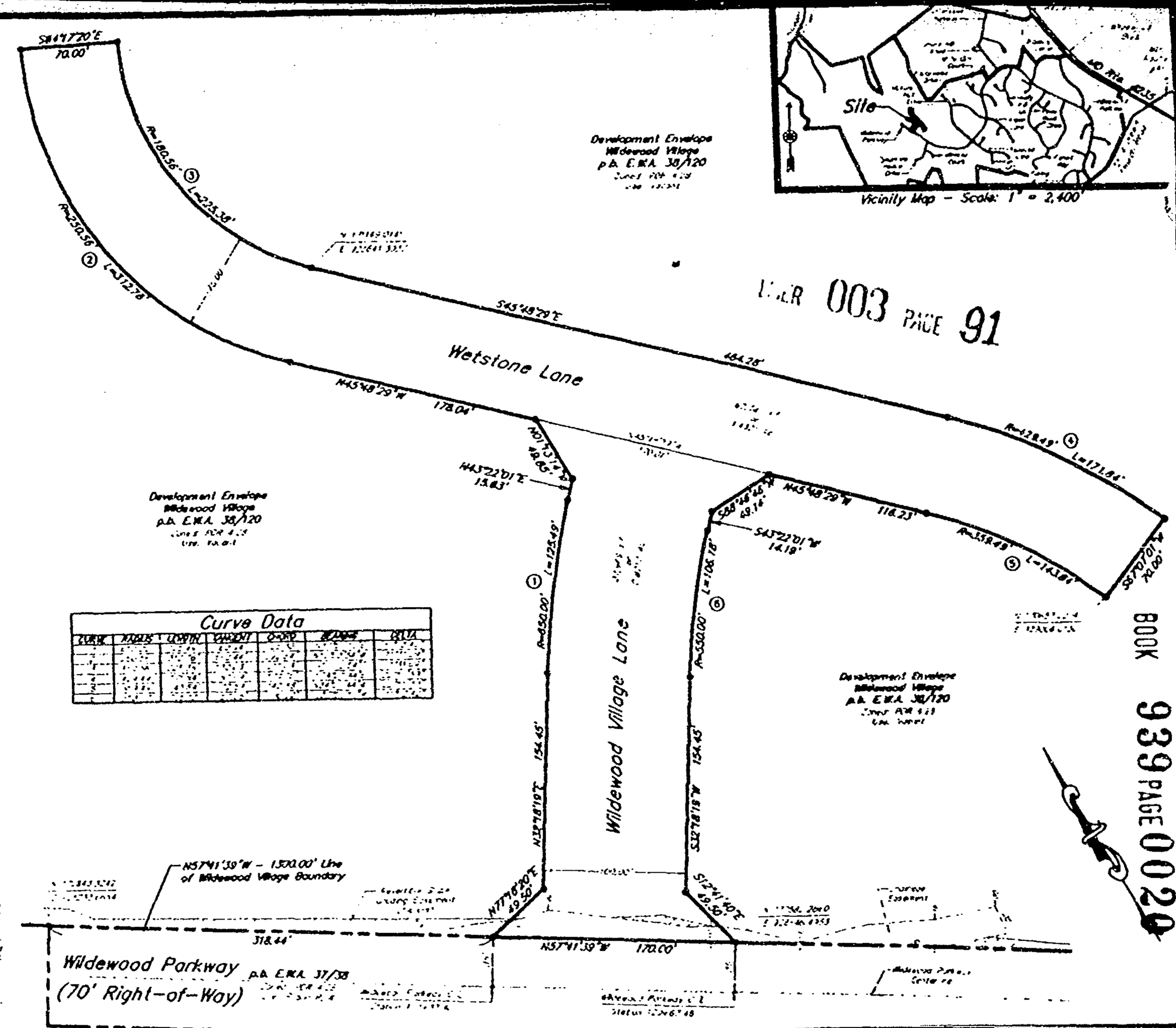
Owner & Mortgage Holder — Date

Owner & Mortgage Holder — Date

Owner & Mortgage Holder — Date

Surveyor's Certification:

Surveyor — Date



Curve Data

Curve	Radius	Length	Tangent	Chord	Bearing	Delta

LIBER 003 PAGE 91

BOOK 939 PAGE 0020

Planning and Zoning	Health Department	Department of Public Works				
Date	Date	Date				
Date	Date	Date				
Date	Date	Metropolitan Commission				
91-0233		Date				

LARRY O. DAY
Surveying, Land Planning & Engineering
Wildewood Professional Park – 308 Airport Drive
California, Maryland 20619
Phone: (301) 863-0333

Plat Two
Wildewood Village Lane and Wetstone Lane
WILDEWOOD VILLAGE
Third & Eighth Election Districts
St. Mary's County, Maryland

Drawing 78-608	Drawn RET-3	Checked LBD	Date 11-23-94
Scale 11/04/94	Scale 1" = 50'	Sheet 1	of 1

RET-2

*ORIGINAL PLAT EXECUTED BY ALL PARTIES AND RECORDED AMONG THE LAND RECORDS FOR ST. MARY'S CO., MD EWA 39/112 11-23-94

BOOK 9939 PAGE 0021

PLAT BOOK 003 PAGE 92

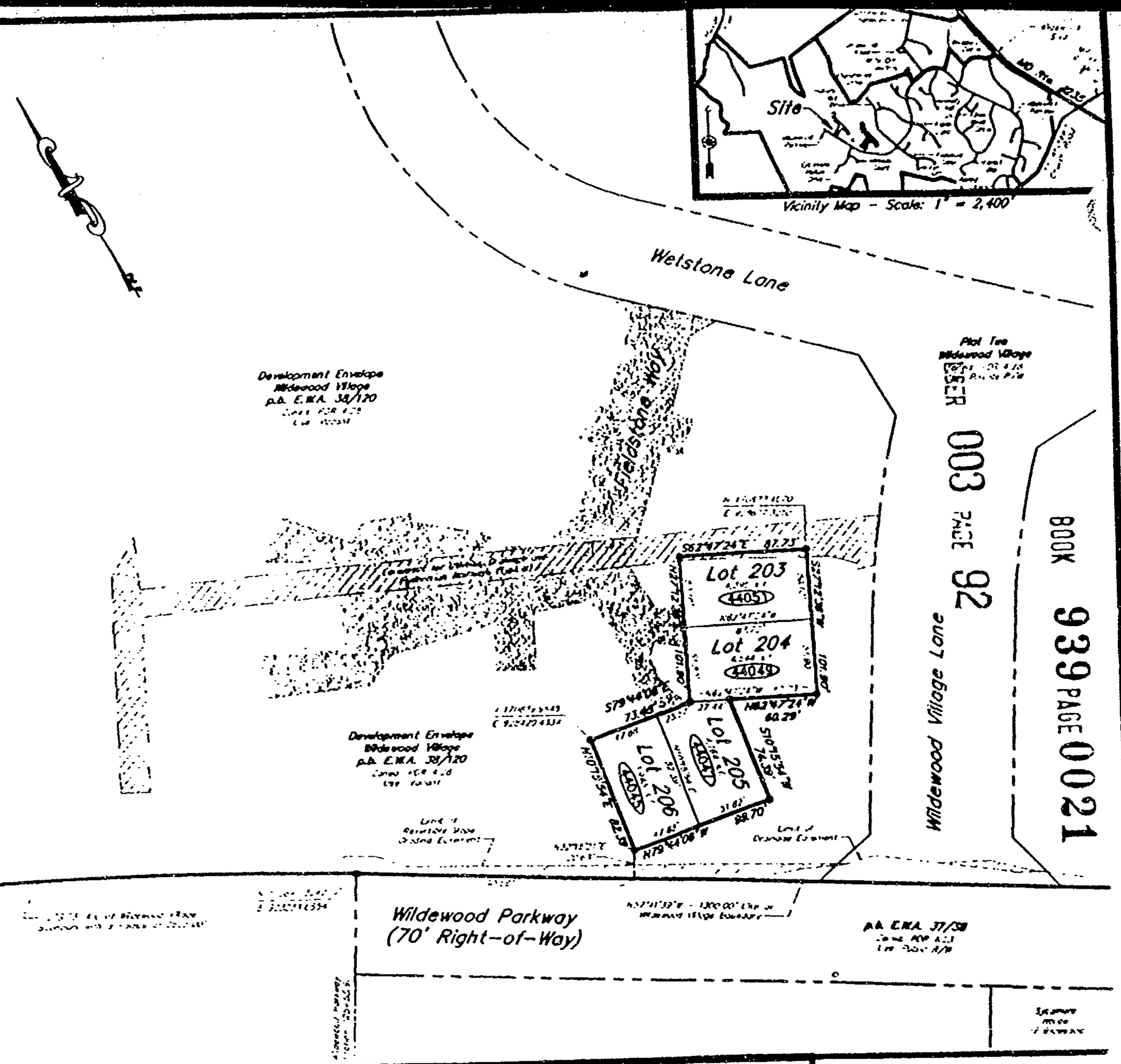
General Notes:

Development, Construction, Utility and Drainage Easement Covenant:

Owner and Association Easements and Cross Easements

Owner's Dedication:

Surveyor's Certification:



Planning and Zoning	Health Department	Department of Public Works
Date	Date	Date
Director	Director	Director
91-0233		Metropolitan Commission

LARRY O. DAY
Surveying, Land Planning & Engineering
Wildewood Professional Park - 308 Airport Drive
California, Maryland 20619
Phone: (301) 863-0333

Plat Three
Lots 203, 204, 205 and 206
WILDEWOOD VILLAGE
Third & Eighth Election Districts
St. Mary's County, Maryland

Project # 28-008	Drawn by RET-3	Checked by LOD	Sheet # 1 of 1
Date 11/04/94	Scale 1" = 50'		

RET-3

* ORIGINAL PLAT EXECUTED BY ALL PARTIES AND RECORDED AMONG THE LAND RECORDS FOR ST. MARY'S CO., MD EWA 39/111 11.23.94

BOOK 939 PAGE 0022

LER 003 PAGE 93

Wildwood Village Lot 218

General Notes:

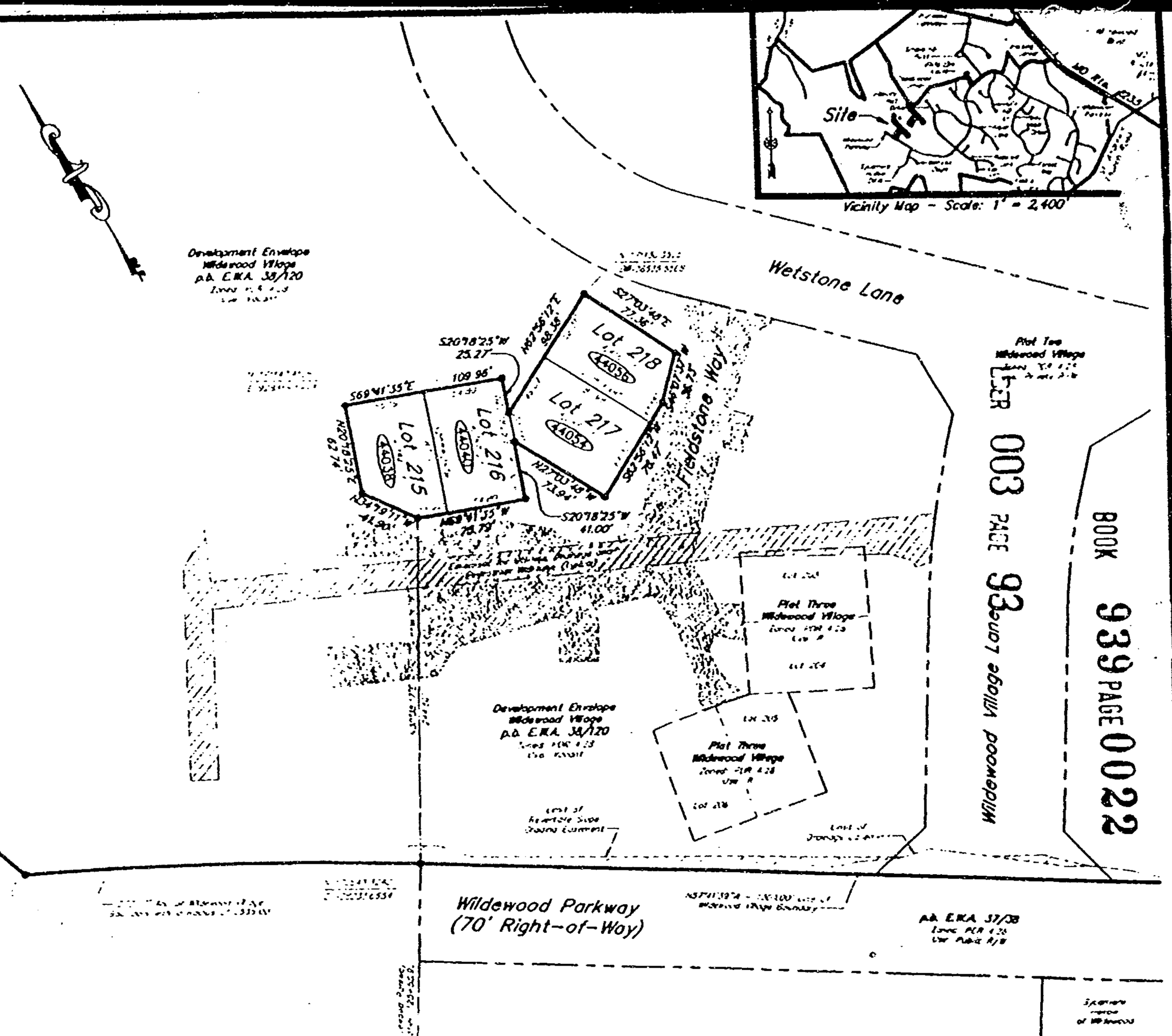
(XXXX)

Development Construction Utility and Drainage Easement Covenant:

Owner and Association Easements and Cross Easements

Owner's Dedication:

Surveyor's Certification:



Planning and Zoning	Health Department	Department of Public Works
91-0233		Metropolitan Commission

LARRY O. DAY
Surveying, Land Planning & Engineering
Wildewood Professional Park - 308 Airport Drive
California, Maryland 20619
Phone: (301) 863-0333

Plat Four
Lot 215, 216, 217 & 218
WILDEWOOD VILLAGE
Third & Eighth Election Districts
St. Mary's County, Maryland

11/04/94	1" = 60'	1	1

ORIGINAL PLAT EXECUTED BY ALL PARTIES AND RECORDED AMONG THE LAND RECORDS FOR ST. MARY'S CO. MD

EWA 39/112 11.23.94

General Notes:

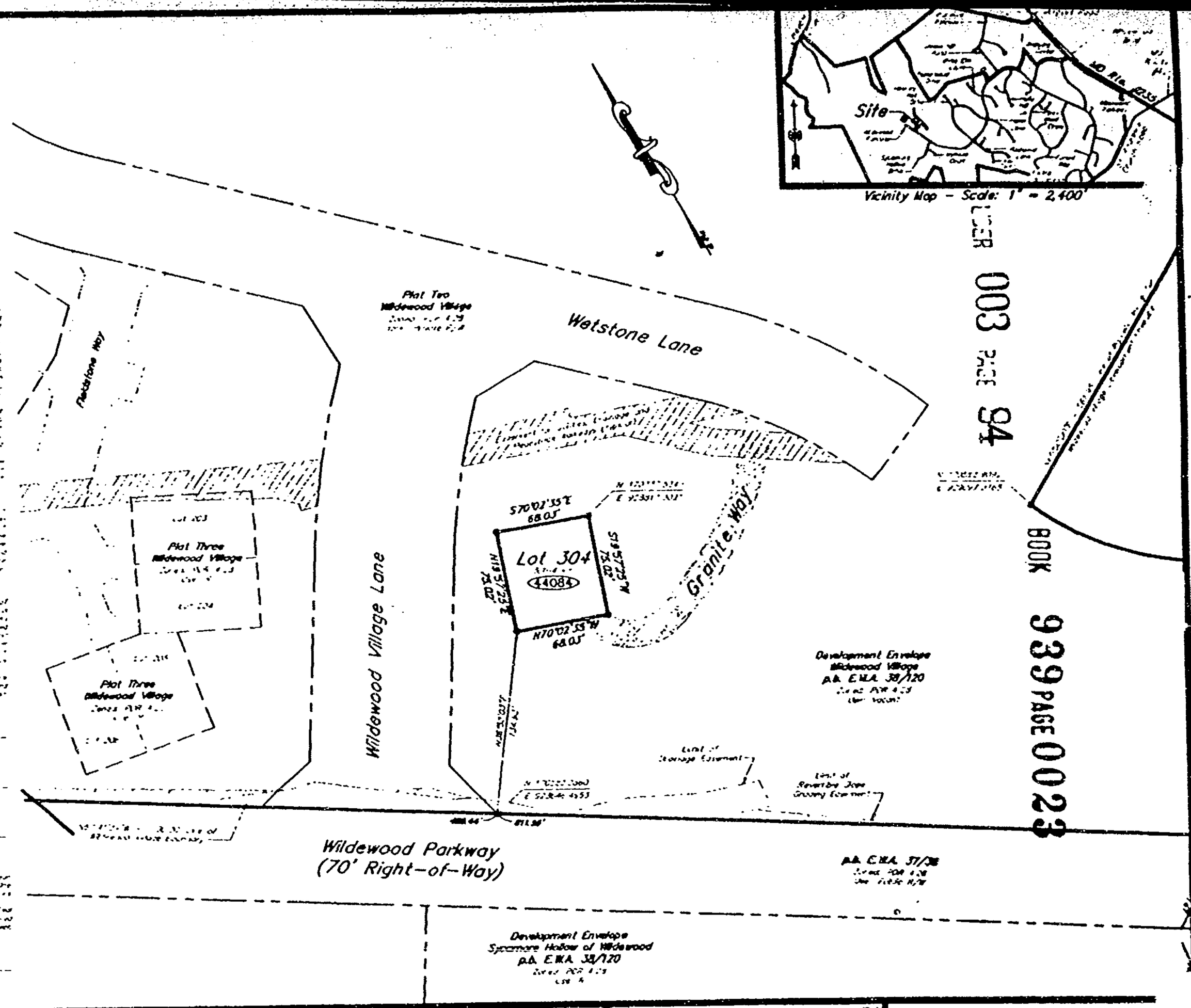
(XXXX)

Development, Construction, Utility and Drainage Easement Covenant:

Owner and Association Easements and Cross Easements

Owner's Dedication:

Surveyor's Certification:



Planning and Zoning	Health Department	Department of Public Works					
Date		Date					
Date		Date					
91-0233		Metropolitan Commission					
		Date					

LARRY O. DAY
Surveying, Land Planning & Engineering
Wildewood Professional Park - 308 Airport Drive
California, Maryland 20619
Phone: (301) 863-0333

Plat Eight
Lot 304
WILDEWOOD VILLAGE
Third & Eighth Election Districts
St. Mary's County, Maryland

Drawing # 78-028	Drawing # RET-6	Drawn by LOD	Sheet 1 of MPH
Date 11/04/94	Scale 1" = 60'	Sheet 1 of 1	

BOOK 939 PAGE 0023

LIBER 003 PAGE 94

* ORIGINAL PLAT EXECUTED BY ALL PARTIES AND RECORDED AMONG THE LAND RECORDS FOR ST. MARY'S CO., MD EWA 39/111 11-23-94

DCT-R

LIBER 003 PAGE 95

SECOND SUPPLEMENTAL OR CLUSTER DECLARATION
and
Annexation Amendment
to the
Declaration of Covenants, Conditions and Restrictions
of
WILDEWOOD VILLAGE ASSOCIATION, INC.
and to the
Declaration of Covenants, Conditions and Restrictions
of
WILDEWOOD VILLAGE VILLA ASSOCIATION, INC.

BOOK 0942 PAGE 0035

This SECOND SUPPLEMENTAL OR CLUSTER DECLARATION and Annexation Amendment, (the "Second Supplemental Declaration"), made this 7th day of December, 1994, by PARAGON BUILDERS, INC., a Corporation organized and existing under the laws of the State of Maryland (the "Declarant").

Introductory Statement

A. Declarant has caused the Declaration of Covenants, Conditions and Restrictions of Wildewood Village Association, Inc., dated March 31, 1994, recorded among the Land Records of St. Mary's County, Maryland in Liber E.W.A. No. 880 at Folio 418 (the "Master Declaration") establishing Wildewood Village and the Wildewood Village Association, Inc. (the "Master Association").

B. Declarant also has caused the Declaration of Covenants, Conditions and Restrictions of Wildewood Village Villa Association, Inc., dated March 31, 1994, recorded among the Land Records of St. Mary's County, Maryland in Liber E.W.A. No. 880 at Folio 442 (the "Cluster Declaration") establishing Wildewood Village Villa Association, Inc. (the "Cluster Association"), the effect of which was to subject certain described property designated as the Proposed Villa Phase One Area to the Cluster Declaration and thereby to the Master Declaration pursuant to Article II, Section 1 of the Master Declaration.

C. Declarant may add or annex certain additional property to the Master Declaration and the Cluster Declaration pursuant to Article II, Section 2 of the said Declarations.

NOW THEREFORE, in this Second Supplemental Declaration the Declarant, for itself, its successors, and assigns, does hereby expressly declare, state, and establish as follows:

1. That the following lots, to the extent that they were not part of the area designated in proposed Villa Phase One area, are hereby annexed and made subject to the Master Declaration and Cluster Declaration and to the jurisdiction of the Master

Association and the Cluster Association:

(a) Lots 209, 210, 213 and 214 as per Plat Five of Wildewood Village as recorded in the Plat Records of St. Mary's County, Maryland in Plat Liber E.W.A. No. 39, Folio 120.

WITNESS the hand and seal of Declarant, Paragon Builders, Inc., by its President on the day and year first above written.

ATTEST:

Thomas E. Wettengel
Corporate Secretary

PARAGON BUILDERS, INC.

By: _____ (Seal)
Edmund W. Wettengel
President

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

I HEREBY CERTIFY, that on this 8th day of December, 1994, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared EDMUND W. WETTENGEL, who made oath in due form of law that he is the President of Paragon Builders, Inc., a corporation, the Declarant of the aforegoing Second Supplemental Declaration, and that he is authorized to execute the said Second Supplemental Declaration on behalf of the Corporation, and that the said Second Supplemental Amendment to Declaration is the act of Paragon Builders, Inc. and that said Second Annexation Amendment to Declaration was executed and is to be recorded for the purpose of subjecting the described real property to the legal operation and effect of the Master Declaration, and to the jurisdiction of the Master Association and to the Cluster Association and to the jurisdiction of the Cluster Association as stated therein.

AS WITNESS my hand and Notarial Seal.

Notary Public

My Commission Expires: 6-21-98

ORIGINAL PLAT EXECUTED BY ALL PARTIES AND RECORDED AMONG [illegible]

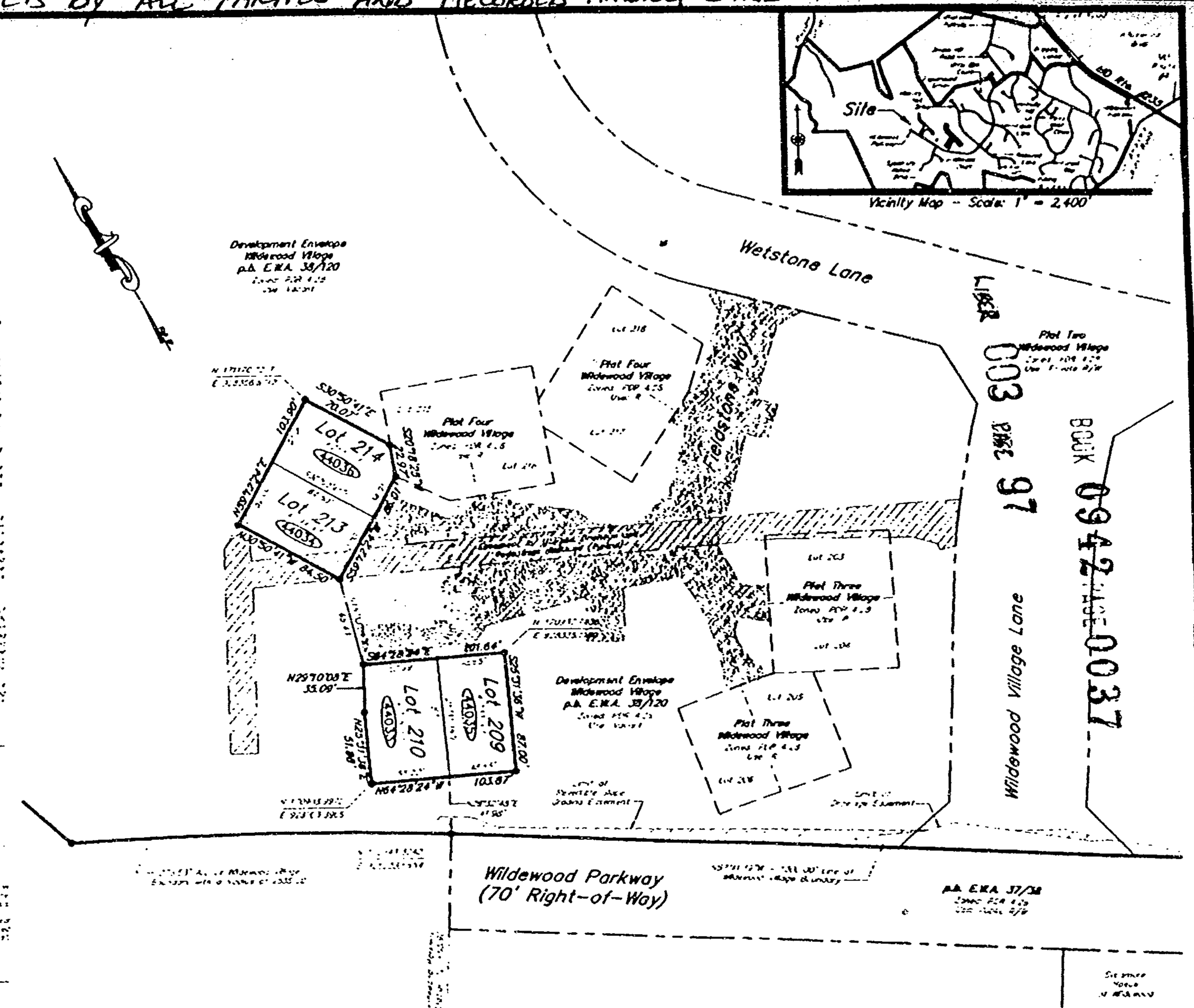
General Notes:

Development Construction, Utility and Drainage Easement Covenant:

Owner and Association Easements and Cross Easements

Owner's Dedication:

Surveyor's Certification:



Planning and Zoning	Health Department	Department of Public Works				
91-0233		Metropolitan Commission				

LARRY O. DAY
Surveying, Land Planning & Engineering
Wildewood Professional Park -- 308 Airport Drive
California, Maryland 20619
Phone: (301) 863-0333

Plat Five
Lots 209, 210, 213 & 214
WILDEWOOD VILLAGE
Third & Eighth Election Districts
St. Mary's County, Maryland

78-008	PLT-5	LOD	MPH
11/14/94	1" = 50'	1	1

PLT-5

FOR ST MARY'S COUNTY MARYLAND E.W.A. 29 P. 120

003 98

ARTICLES OF AMENDMENT

OF

THE BY-LAWS OF THE

EXPLORATION II CONDOMINIUM ASSOCIATION, INC.

EXPLORATION II CONDOMINIUM ASSOCIATION, INC., a Maryland corporation, having its principal office at 100 Exploration, Suite 1020, Lexington Park, Maryland 20653, (hereinafter referred to as the "Association"), hereby notices that the By-Laws of the Association are amended as set forth below:

RECORDING FEE 15.00
TOTAL 15.00

WHEREAS, the Board of Directors proposed and amendment to the By-Laws of the Association with respect to the requirement to have an annual audit of the Association books performed; and

RECEIPT# 1667

WHEREAS, Article XV, Section 1., of the association By-Laws, titled Amendments., establishes the procedure for amending the By-Laws by the affirmative vote of members representing sixty-six and two-thirds percent (66 2/3%) of the voting interests of the condominium project at any meeting of the members duly called for such purpose; and

CLK MOB BK#761
Dec 19, 1994 04:11 PM

WHEREAS, Article XV, Section 1., of the By-Laws is in accordance with the provisions of Title 11 of the Real Property Article of the Annotated Code of Maryland, notably Section 11-104, with respect to amending By-Laws; and

WHEREAS, pursuant to Article XV, Section 1., of the By-Laws amendments are effective only upon recordation among the Land Records of St. Mary's County, Maryland; and

WHEREAS, the Proposed Amendment to the By-Laws was presented at the scheduled Association meeting on May 9, 1994 and said Amendment having been presented by a Motion and having passed by a unanimous vote of the members present, representing 76.97% of the voting interests of the Association:

NOW THEREFORE, the association hereby declares that;

FIRST: The By-Laws of the Association are hereby amended to remove Article XIV, "Fiscal Management", Section 3, "Auditing", in its entirety and by substituting in lieu thereof the following:

"Section 3. "Verification of financial records. At the close of each fiscal year, the books and records of the Association shall be reviewed by an independent committee appointed by the Association Board of Directors consisting of a least three (3) condominium association members or their designees who have not had check writing authority for the Condominium Association during the fiscal year in review. The members of the committee shall review the books and records in such fashion as to satisfy themselves that the financial affairs of the Association has been properly handled by the Directors and Officers. In performing this review the committee shall consult with the treasurer, bookkeeper or accountant for the Association and such other persons as is necessary to perform the functions specified herein. The committee shall thereupon report in writing to the full association as to their findings and state specifically whether the committee is satisfied with the financial records of the Association for the fiscal year reviewed and, if not, recommend specific further action as necessary so as to perform a satisfactory review of the fiscal affairs.

SECOND. This provision and the deletion of the previous auditing provision from the By-Laws of the Association expressly relieves the Association, its officers and directors from any previous obligation to have the books and records of the Association audited for any fiscal year prior to the adoption of this By-Law Amendment provided the above procedure is employed for said year or years.

THIRD: By action taken by the Board of Directors of the Association, pursuant to and in accordance with the By-Laws of the Association and the Real Property Article of the Annotated Code of Maryland, the Board of Directors of the Association duly proposed the foregoing amendment and by formal action unanimously taken by the members of the Association present on May 9, 1994, the members of the Association duly approved said amendment.

FOURTH: That this amendment is hereby effective upon its recordation among the Land Records of St. Mary's County, Maryland

IN WITNESS WHEREOF, EXPLORATION II CONDOMINIUM 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 hereunder affixed and attested by its Secretary on this __day of December, 1994, and its President acknowledges that these Articles of Amendment of the By-Laws are the act and deed of EXPLORATION II CONDOMINIUM 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.

LIBER 003 PAGE 100

ATTEST:

Herbert Redmond, Jr.
Secretary

EXPLORATION II CONDOMINIUM
ASSOCIATION, INC.,

By: _____
Alfred A. Lacer, President

RETURN TO:
NAME: Patty Dee
ADDRESS: SMA 1K/85

NINETEENTH ANNEXATION AMENDMENT

to

Declaration of Covenants, Conditions and Restrictions

of

SYCAMORE HOLLOW OF WILDEWOOD ASSOCIATION, INC.

IMP FD SURE $ 2.00
RECORDING FEE 20.00
TOTAL 22.00
Rec#42163
JP 014734
JAN 23, 1995 09:14 AM

This NINETEENTH ANNEXATION AMENDMENT, (the "Nineteenth Annexation"), made this 23rd day of January, 1995, by PARAGON BUILDERS, INC., a Corporation organized and existing under the laws of the State of Maryland (the "Declarant").

Introductory Statement

A. Declarant has caused the Declaration of Covenants, Conditions and Restrictions of Sycamore Hollow of Wildewood Association, Inc., dated January 22, 1993, to be recorded among the Land Records of St. Mary's County, Maryland in Liber E.W.A. No. 746 at Folio 96 (the "Declaration") establishing Sycamore Hollow of Wildewood and Sycamore Hollow of Wildewood Association, Inc. (the "Association").

B. The Declaration in Article II, Section 2, provides the Declarant unlimited right, privilege, and option, from time to time and at any time, to annex to the Property and to subject to the legal operation and effect of the Declaration and to the jurisdiction of the Association certain additional real property by the filing of an Annexation Amendment among the Land Records of St. Mary's County, Maryland.

C. Declarant now desires to annex certain additional real property and to subject the same to the legal operation and effect of the Declaration and to the jurisdiction of the Association in accordance with the provisions of the Declaration.

NOW THEREFORE, this Nineteenth Annexation Amendment WITNESSETH: That Declarant, for itself, its successors, and assigns for themselves, their personal representatives, heirs, and assigns, do hereby expressly declare, state and establish as follows:

1. The additional real property annexed hereby and subjected to the legal operation and effect of the Declaration and to the jurisdiction of the Association is the property designated on Plat Twenty-five, Lots 27, 28 and 31, Sycamore Hollow of Wildewood, recorded in the plat records of St. Mary's County, Maryland in Plat Liber E.W.A. 40 at Folio 019 and including, but not limited to Lots 27, 28, and 31.

RECORDING FEE 15.00
TOTAL 15.00
Rec#42163
JP 014735
JAN 23, 1995 09:32 AM

RETURN TO:
NAME: _____
ADDRESS: _____
_____

2. That the additional real property annexed hereby is part of the property described in Exhibit "A" of the Declaration and the same is annexed and subjected to the legal operation and effect of the Declaration and to the jurisdiction of the Association in accordance with the Declaration.

WITNESS the hand and seal of Declarant, Paragon Builders, Inc., by its President on the day and year first above written.

PARAGON BUILDERS, INC.

ATTEST:

Thomas E. Wettengel
Corporate Secretary

by: _____ (SEAL)
Edmund W. Wettengel, Jr.
President

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

I HEREBY CERTIFY, that on this 23rd day of JANUARY, 1995, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared EDMUND W. WETTENGEL, JR., who made oath in due form of law that he is the President of Paragon Builders, Inc., a corporation, the Declarant of the aforegoing Nineteenth Annexation Amendment to Declaration, and that he is authorized to execute the said Nineteenth Annexation Amendment to Declaration on behalf of the Corporation, and that the said Nineteenth Annexation Amendment to Declaration is the act of Paragon Builders, Inc. and that said Nineteenth Annexation Amendment to Declaration was executed and is to be recorded for the purpose of annexing additional property and subjecting the same to the legal operation and effect of the Declaration, and to the jurisdiction of Sycamore Hollow of Wildewood Association, Inc.

AS WITNESS my hand and Notarial Seal.

J Rachael Weber
Notary Public

My Commission Expires: 6-21-98

ORIGINAL PLAT EXECUTED BY ALL PARTIES AND RECORDED IN BOOK ...

General Notes:

1. The subdivision shown hereon is within and is part of the OAKWOOD PLANNED UNIT DEVELOPMENT, as approved, and is subject to all elements and restrictions of record.
2. Public utility easements shall be a minimum of 10 (ten) feet in width along all property lines or as required in the Saint Mary's County Subdivision Regulations, Article 6 - Section 6.06, and more specifically 10 (ten) feet adjacent along all road rights-of-way and a 5 (five) foot adjacent strip shall be public sewers and drainage.
3. All lots are to be served by central water and sanitary sewer systems constructed in accordance with the Saint Mary's County Standards and Specifications for Water and Sewer Construction and in accordance with the public water agreement between the owner and the Saint Mary's County Metropolitan Commission. The subdivision shown hereon is in compliance with the Saint Mary's County Comprehensive Water and Sewer Plan.
4. The utility easement(s) as indicated, is (are) for the use of PARADISE BUILDERS, INC., its heirs and assigns, to install and maintain below ground utilities and their appurtenances. Any area disturbed during installation and/or maintenance shall be permanently stabilized. See utility easement covenant for further particulars.
5. Minimum Zoning: POR 4.28
6. All lots connected to one point access to the County right-of-way.
7. REAR LOT ACCESS: Sycamore Lane, shall serve as a common driveway to Sycamore Hollow Drive for Lots 27, 28, 29, 30 & 31 and a non-exclusive easement or right-of-way for ingress and egress is hereby granted over Crimson Lane to Sycamore Hollow Drive in accordance with the said agreement as hereby granted over Crimson Lane to Sycamore Hollow Drive in accordance with the Declaration of Covenants, Conditions and Restrictions of Sycamore Hollow of Wildewood Association, Inc. The driveway and its maintenance shall be the sole responsibility of the owner's as set forth in the Declaration and/or the road owner's Association pursuant to a Common Driveway Agreement and/or the Declaration of Covenants, Conditions and Restrictions of Sycamore Hollow of Wildewood Association, Inc. The driveway is not a part of the County Road System and does not receive maintenance from the County.
8. Other than lots one to seven as an utility, drainage and ingress/egress easement.
10. No further plat of any utility and drainage easements shall hereon be approved, shall be outlined with red ink on the Construction Plans for Sycamore Hollow of Wildewood Development and Construction on file at the St. Mary's County Department of Public Works.

Development, Construction, Utility and Drainage Easement Covenant:

There is hereby created a perpetual easement upon, across, over, through and under the property shown hereon for ingress, egress, construction, installation, maintenance, repair and replacement of all storm drainage, and parking lots, utility and service lines and for any other purpose, including but not limited to, drainage swales, storm water management, storm sewers, parking, pedestrian walkways, sewer lines, gas, telephone, electricity, cable television, cable or communication lines, systems. By virtue of this easement, it shall be expressly understood and agreed that PARADISE BUILDERS, INC., the owners of the providing utility or service companies, and/or their successors and assigns, shall have the right to install, lay, erect, construct, renew, repair, or remove any and all such utilities and/or systems, facilities and equipment in, and property to, upon, over, under and across the said easement area, together with the right to install and maintain all such parts and appurtenances as may be deemed necessary or desirable for the said utilities and systems, including but not limited to, all manholes, conduits, pipes, lines, wires, poles, guys, anchors and other equipment and facilities in connection therewith, and the right of ingress and egress to and from said easement area, at all times for the purpose of installing, repairing, maintaining, replacing, adding or removing all or any part of the said utilities and systems located therein.

Owner's Dedication:

The undersigned, owners of the property shown hereon, and described in the Surveyor's Certificate and adopted this plan of subdivision, with their free consent and in accordance with their desires, do hereby adopt this plan of subdivision and do dedicate all of the roads, streets, alleys, and other public ways shown hereon to public use, and do grant unto the State of Maryland, the County Commissioners of St. Mary's County, Maryland, or their successors and assigns, all of the easements shown hereon for the purposes stated herein. We further certify that no title or interest in any of the roads, streets, alleys, and other public ways, easements, or other areas dedicated to public use by this plan of subdivision are held by us, our heirs, successors, or assigns.

Witness our hands and seals this ____ day of _____, 19__.

Witness: _____ Date _____

Witness: _____ Date _____

First Union National Bank of Virginia, N.A.
James A. Kenney III, Corporate Trustee for Pat Donovan

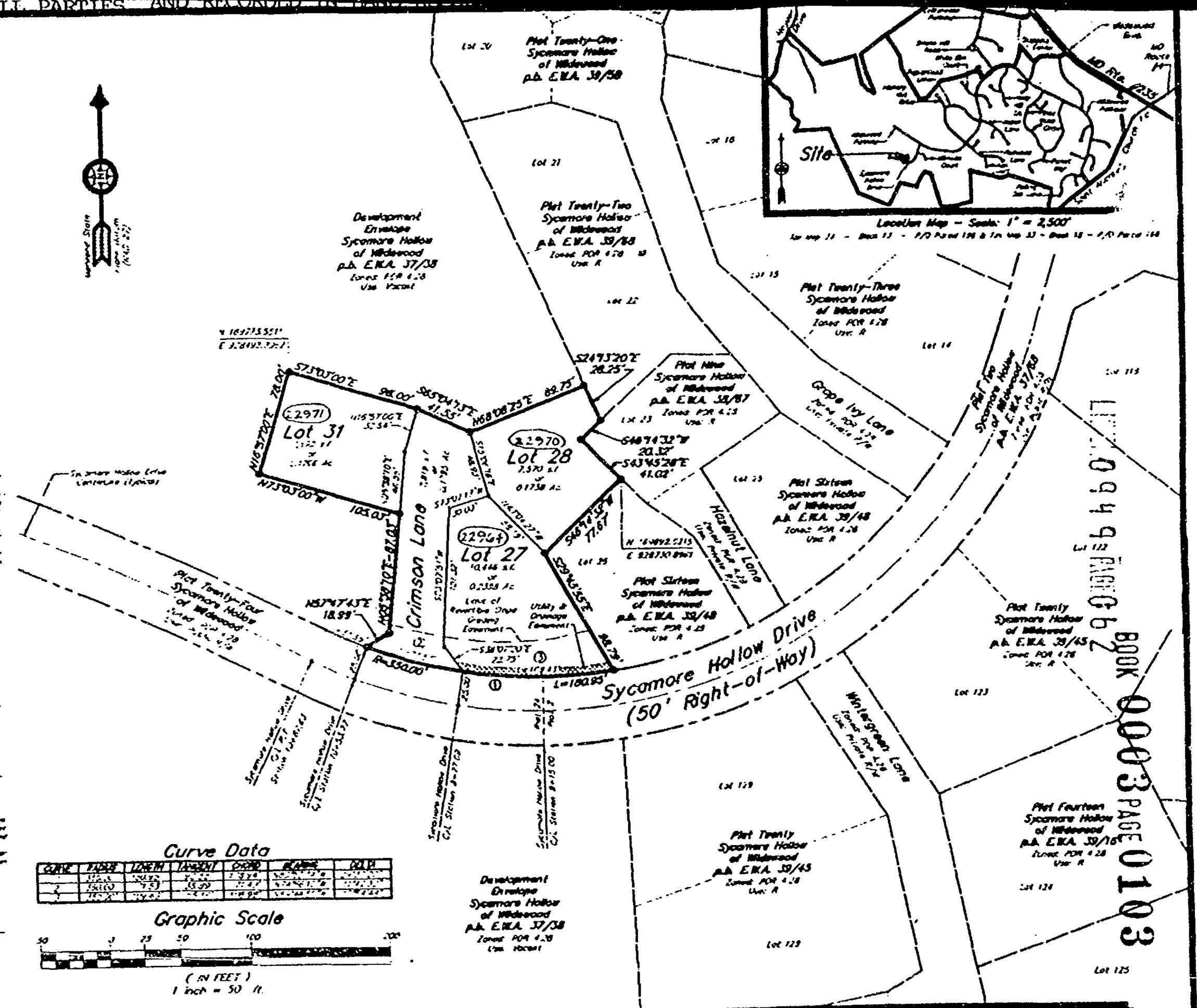
Surveyor's Certificate:

I hereby certify to the best of my knowledge, information and belief that the plat shown hereon is correct, conforms to a field survey and conforms to the specifications that this is a subdivision of Parcel "Two" - Development Envelope - Sycamore Hollow of Wildewood, as recorded among the Land Records of St. Mary's County, Maryland, in Book ____, Folio ____ or Tax Map ____, Grid ____, Parcel ____.

The requirements of Section 3-108 of the SUBDIVISION CODE SUBTITLE, that Property Corners are set in accordance with the regulations of the State and Society of the County's Incorporated Practice have been or will be complied with to the best of my knowledge, information and belief.

Larry O. Day
Registered Land Surveyor
Maryland Certificate No. 9406

Date



Curve Data

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
1	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
2	150.00'	73.53'	37.69'	72.77'	[illegible]	[illegible]
3	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

Graphic Scale

50 0 25 50 100 200

(IN FEET)
1 inch = 50 ft.

Planning and Zoning	Health Department	Department of Public Works
Date	Date	Date
Director	Health Officer	Director
B.E. Thomas	Dr. Swartz	Metropolitan Commission
Case File Number: 91-1732	Sanitarian	Date
		Director

No.	Date	Description	By

REVISIONS

LARRY O. DAY
Surveying, Land Planning & Engineering
Wildewood Professional Park - 308 Airport Drive
California, Maryland 20619
Phone: (301) 863-0333

Plat Twenty-Five
Lots 27, 28 & 30
SYCAMORE HOLLOW of WILDEWOOD
Third & Eighth Election Districts
St. Mary's County, Maryland

Drawn by: RS-BCB	Scale: 50'=1 in	Drawn by: LOB	Sheet No: SPH-5
Date: 12/21/94	Scale: 1" = 50'	Page: 1 of 1	

RECORDED JANUARY 20, 1995 E.W.A. 40 @ 019

RECORDING FEE 25.00
TOTAL 25.00
Rec#13103 Rcpt#2053
EWA NB Blk#818
Jan 30, 1995 02:46 PM

THIRD SUPPLEMENTAL OR CLUSTER DECLARATION

and
Annexation Amendment
to the
Declaration of Covenants, Conditions and Restrictions
of
WILDEWOOD VILLAGE ASSOCIATION, INC.
and to the
Declaration of Covenants, Conditions and Restrictions
of
WILDEWOOD VILLAGE VILLA ASSOCIATION, INC.

This THIRD SUPPLEMENTAL OR CLUSTER DECLARATION and Annexation Amendment, (the "Third Supplemental Declaration"), made this 30th day of January, 1995, by PARAGON BUILDERS, INC., a Corporation organized and existing under the laws of the State of Maryland (the "Declarant").

Introductory Statement

A. Declarant has caused the Declaration of Covenants, Conditions and Restrictions of Wildewood Village Association, Inc., dated March 31, 1994, recorded among the Land Records of St. Mary's County, Maryland in Liber E.W.A. No. 880 at Folio 418 (the "Master Declaration") establishing Wildewood Village and the Wildewood Village Association, Inc. (the "Master Association").

B. Declarant also has caused the Declaration of Covenants, Conditions and Restrictions of Wildewood Village Villa Association, Inc., dated March 31, 1994, recorded among the Land Records of St. Mary's County, Maryland in Liber E.W.A. No. 880 at Folio 442 (the "Cluster Declaration") establishing Wildewood Village Villa Association, Inc. (the "Cluster Association"), the effect of which was to subject certain described property designated as the Proposed Villa Phase One Area to the Cluster Declaration and thereby to the Master Declaration pursuant to Article II, Section 1 of the Master Declaration.

C. Declarant may add or annex certain additional property to the Master Declaration and the Cluster Declaration pursuant to Article II, Section 2 of the said Declarations.

NOW THEREFORE, in this Third Supplemental Declaration the Declarant, for itself, its successors, and assigns, does hereby expressly declare, state, and establish as follows:

1. That the following lots are part of the area designated Proposed Villa Phase One Area in the Cluster Declaration and thus are expressly subject to the Master Declaration and the Cluster

RETURN TO:
NAME: Cynthia Greb
ADDRESS:

Declaration and to the jurisdiction of the Master Association and the Cluster Association:

(a) Lots 211 & 212, as per Plat Six of Wildewood Village as recorded in the Plat Records of St. Mary's County, Maryland in Plat Liber E.W.A. No. 40, Folio 16.

2. That the following parcels of land, to the extent that they were not part of the Proposed Villa Phase One Area, are hereby annexed and made subject to the Master Declaration and to the jurisdiction of the Master Association:

(a) Wetstone Lane extended and Cobblestone Lane as shown on Plat Nine of Wildewood Village as recorded in the Plat Records of St. Mary's County, Maryland in Plat Liber E.W.A. No. 40, Folio 17.

WITNESS the hand and seal of Declarant, Paragon Builders, Inc., by its President on the day and year first above written.

ATTEST: PARAGON BUILDERS, INC.

Thomas E. Wettengel
Corporate Secretary

By: _____ (Seal)
Edmund W. Wettengel
President

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

I HEREBY CERTIFY, that on this 30th day of January, 1994, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared EDMUND W. WETTENGEL, who made oath in due form of law that he is the President of Paragon Builders, Inc., a corporation, the Declarant of the aforegoing Third Supplemental Declaration, and that he is authorized to execute the said Third Supplemental Declaration on behalf of the Corporation, and that the said Third Supplemental Amendment to Declaration is the act of Paragon Builders, Inc. and that said Third Annexation Amendment to Declaration was executed and is to be recorded for the purpose of subjecting the described real property to the legal operation and effect of the Master Declaration, and to the jurisdiction of the Master Association and to the Cluster Association and to the jurisdiction of the Cluster Association as stated therein.

AS WITNESS my hand and Notarial Seal.

J. Rachael Culbert
Notary Public

My Commission Expires: 6-21-98.

ORIGINAL PLAT EXECUTED BY ALL PARTIES AND RECORDED AMONG THE LAND RECORDS FOR

General Notes:

1. Subject property owners on Tax Map 34, Block 13 as of 2/2/ For. Title and Map 32, Block 18 as of 2/2/ For. Title
2. The subdivision shown hereon is a part of the WILDEWOOD PLANNED UNIT DEVELOPMENT, as approved and is subject to all applicable covenants and restrictions of record.
3. Present Zoning: PDR 4.28
4. Public utility easements shall be a minimum of 10 (ten) feet in width along all property lines or as required in the Saint Mary's County Subdivision Regulations, Article 3 - Section 4.06, and there shall be a 10 (ten) foot easement along all road rights-of-way where streets are private and a five (five) foot easement 2 (two) on lot lines for public utilities and drainage.
5. All lots are to be served by central water and sanitary sewer systems constructed in accordance with the Saint Mary's County MDE/DW Standard Specifications for Water and Sewer Construction and in accordance with the public water agreement between the developer and the Saint Mary's County Metropolitan Commission. The subdivision shown hereon is in compliance with the Saint Mary's County Comprehensive water and sewer plan.
6. The utility easement(s), as indicated, is (are) for the use of PARKON BUILDERS, INC. All easements are assigned, to install and maintain below ground utilities and all appurtenances. Any area disturbed during installation and/or maintenance shall be permanently stabilized. See utility easement agreement for further clarification.
7. PRIVATE STREETS AND WAYS. The unit owners of the lots shown hereon will have access to and from Wildewood Parkway, a public street, via Fieldstone Way, Wetstone Lane and Wildewood Village Lane, which are private streets and ways created in accordance with the applicable Declaration of Covenants, Conditions and Restrictions. Said private streets and ways and their maintenance shall be the responsibility of the owners through the Homeowners Association. Said private streets and ways are not a part of the County Road System and do not receive maintenance from the County. The location of Fieldstone Way will be more definitively shown in subsequent subdivisions of the Wildewood Village Development Envelope.
8. Fieldstone Way area to serve as an utility, drainage and pedestrian access easement.
9. Property Monuments shown hereon are thus (XXXX)

Development, Construction, Utility and Drainage Easement Covenant:

[illegible]

Owner and Association Easements and Cross Easements

[illegible]

Owner's Dedication:

We, WILDEWOOD BUILDERS, INC., a Maryland Corporation, by Edward W. Bertenyi, President, the owners of the property shown hereon and described in the Surveyor's Certification affixed hereto, hereby adopt this plan of Subdivision known as Wildewood Village. Owners and lien holders, if any, of record, of real estate, land, mortgages or deeds of trust affecting said subdivision, hereby join in, ratify and consent to all of said recorded plans and Land Records in Liber E.H.A. 888 at Folio 006, in Liber [illegible] at Folio [illegible] and hereby subject said property described herein, namely the lots, roads or subdivision, the further conditions, restrictions and covenants as recorded by the Tenth Wildewood P.U.D. Association, Inc., as approved, and establish the streets, walkways, easements, rights-of-way and other improvements, if any, shown on the plat, for public use.

The requirements of Subsection (C) of Section 3-108 of the Economic Code of Maryland (Real Property Article), so far as it concerns the recording of the plat and setting of the markers required thereon, have been or will be complied with, to the best of our knowledge, information and belief.

Edward W. Bertenyi, President — Date

Thomas E. Bertenyi, Secretary — Date

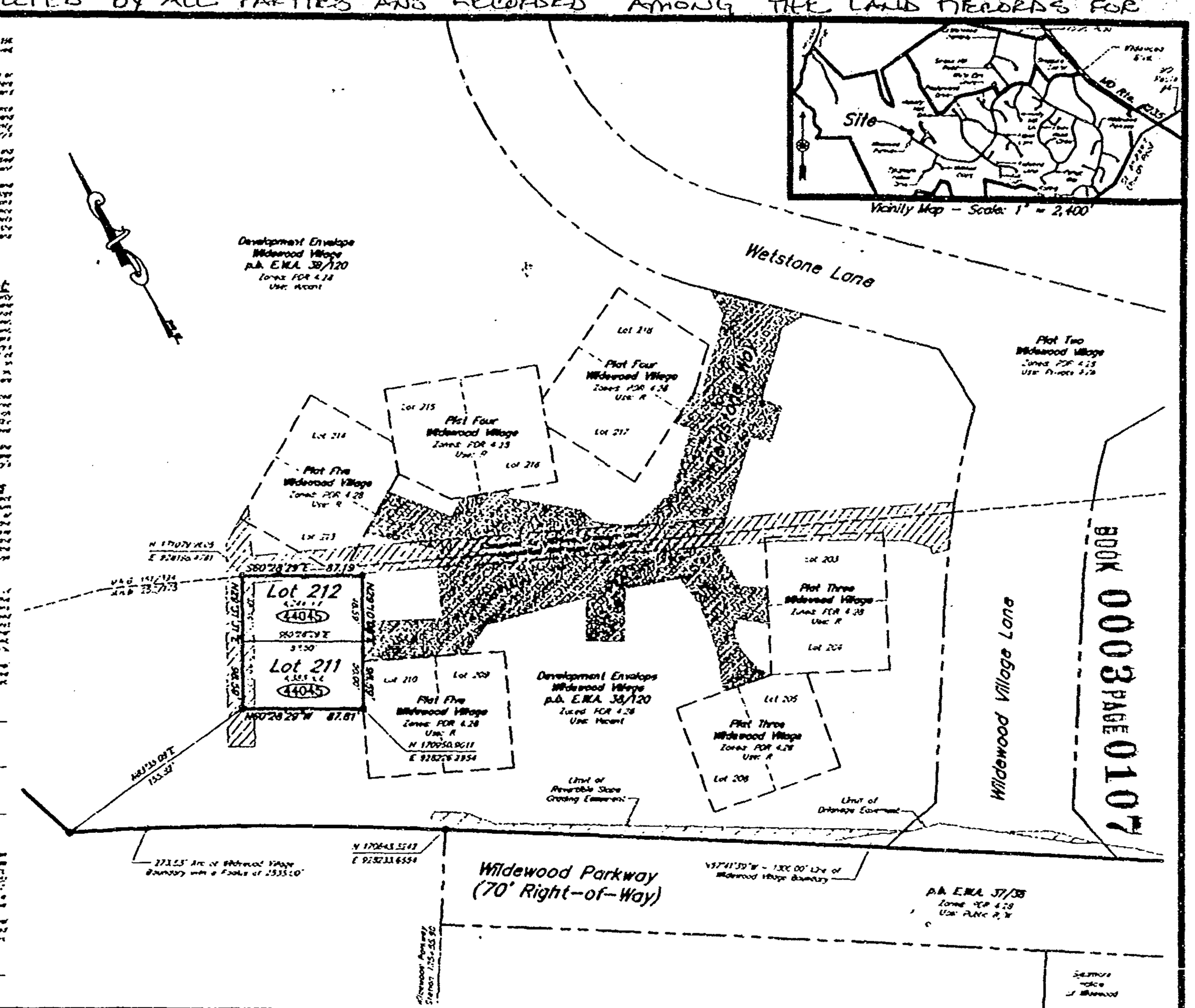
First Union National Bank of Virginia, N.A.
James A. Keeney, Senior Trustee for Plat Purposes — Date

Surveyor's Certification:

I hereby certify, to the best of my knowledge, information and belief, that the plat shown hereon is correct and contains to the specifications that not plat is a subdivision or part of the lands conveyed unto Parkon Builders, Inc., by deed from Joseph A. Bohlenhorst and Mary A. Bohlenhorst, his wife, as recorded among the Land Records of St. Mary's County, aforesaid, in Liber E.H.A. 32 at Folio 394 and part of the lands conveyed unto said Parkon Builders, Inc., by deed from F.S.T., Inc., as recorded among said Land Records in Liber E.H.A. 258 at Folio 175. We plat is also a subdivision of "Plat One - Development Envelope - Wildewood Village" as recorded among said Land Records in Plat Liber E.H.A. 38 at Folio 120.

The requirements of Subsection (C) of Section 3-108 of the Economic Code of Maryland (Real Property Article), so far as it concerns the recording of the plat and setting of the markers required thereon, have been or will be complied with, to the best of my knowledge, information and belief.

Larry O. Day
Registered Land Surveyor
Maryland Lic. No. 10818 Exp. 10/94 — Date



Planning and Zoning	Health Department	Department of Public Works				
Date	Date	Date	No.	Date	Description	By
Director	Health Officer	Director				
P.C. Shannon	Dir. Env. Hlth	Metropolitan Commission				
Case File Number: 91-0233	Inspection	Date / Director			REVISIONS	

LARRY O. DAY
Surveying, Land Planning & Engineering
Wildewood Professional Park - 308 Airport Drive
California, Maryland 20619
Phone: (301) 863-0333

Plat Six
Lots 211 & 212
WILDEWOOD VILLAGE
Third & Eighth Election Districts
St. Mary's County, Maryland

Drawing # 25-008	Drawing # RET-6	Drawn by LOD	Checked by BPM
Date 11/29/94	Scale 1" = 50'	Sheet 1 of 1	

RET-6

ST. MARY'S COUNTY, MARYLAND E.W.A. HO @ 116 1.11.95

ORIGINAL PLAT EXECUTED BY ALL PARTIES AND RECORDED AMONG THE LAND RECORDS FOR

BOOK 0003 PAGE 0108

General Notes:

1. Subject property shown as "Lot 216 (Pt.)" on a plat for "Plat Four, Wildewood Village" p.b. E.W.A. 39/113 and as "Lot 11 (Pt.)" on a plat for "Plat Two, Wildewood Village" p.b. E.W.A. 38/112.
2. The individual plots hereon are a part of the "WILDWOOD VILLAGE UNIT DEVELOPMENT" as approved and is subject to all applicable covenants and restrictions of record.
3. Present Zoning: PDR 4.25
4. Public utility easements are set at a minimum of 10' (ten) feet in width along all property lines as required in the St. Mary's County Subdivision Regulations, Article 2 - Section 4.02, and shall be a 10 (ten) foot easement along all road rights-of-way, private streets and every one (1) lot (ten) foot easement within all lot lines for public utilities and drainage.
5. All lots are to be served by public water and sanitary sewer systems constructed in accordance with the St. Mary's County Utility Standards, Subdivision Regulations, Rules and Sewer Commission and in accordance with the public works agreement between the owner and the St. Mary's County Commissioners. Dwellings shall be constructed in accordance with the St. Mary's County Comprehensive Water and Sewer Plan.
6. The utility easement (U) as indicated in front of the lots of PLATS 8 & 9 (Pt.), its successors and assigns, to hold and maintain below ground utility and their appurtenances. Any area disturbed during installation and/or maintenance shall be permanently stabilized. See utility easement covenant for further clarification.
7. Wetstone Lane Extended & Cobblestone Lane are to be owned by Wildewood Village and shall remain Wildewood Parkway, a P.U.D. street, as indicated on Lane, Parking Lane of Wildewood Village Lane which are private streets and are created in accordance with the approved Declaration of Covenants, Conditions and Restrictions. Said private streets and area and their maintenance shall be the responsibility of the owner through the homeowners association. Said private streets and ways are not a part of the County Road System and do not require maintenance from the County.
8. Cobblestone Lane and Wetstone Lane are to serve as utility, drainage and pedestrian access easements.

Development, Construction, Utility and Drainage Easement Covenant:

[illegible]

Owner and Association Easements and Cross Easements

[illegible]

Owner's Dedication:

We, Forrest Builders, Inc., a Maryland Corporation, by Edward W. Wetzenger, President, the owners of the property shown hereon and described in the Surveyor's Certification adopt this plat, hereby assent to the plan of subdivision shown as approved by all required agencies. There are no pending suits or actions at law, mortgages, land restrictions or liens of record affecting the subdivided parcel, or a certain deed of record recorded among the Land Records in Liber E.W.A. 537 at Folio 404. All purchasers or interested parties have affixed their signatures indicating their assent to the plan of subdivision. We further acknowledge the minimum building restriction lines as required by the "WD Wildewood P.U.D. Amendment", as approved, and endorse the improvements, improvements and other improvements where applicable and required. The public use parts are the public streets or roadways within Wildewood Village.

The requirements of Subsection (C) of Section 3-108 of the Annotated Code of Maryland (Real Property Article) as far as it concerns the marking of the pole and setting of the markers required therein, have been or will be complied with, to the best of our knowledge, information and belief.

Edward W. Wetzenger, President — Date

Thelma E. Wetzenger, Secretary — Date

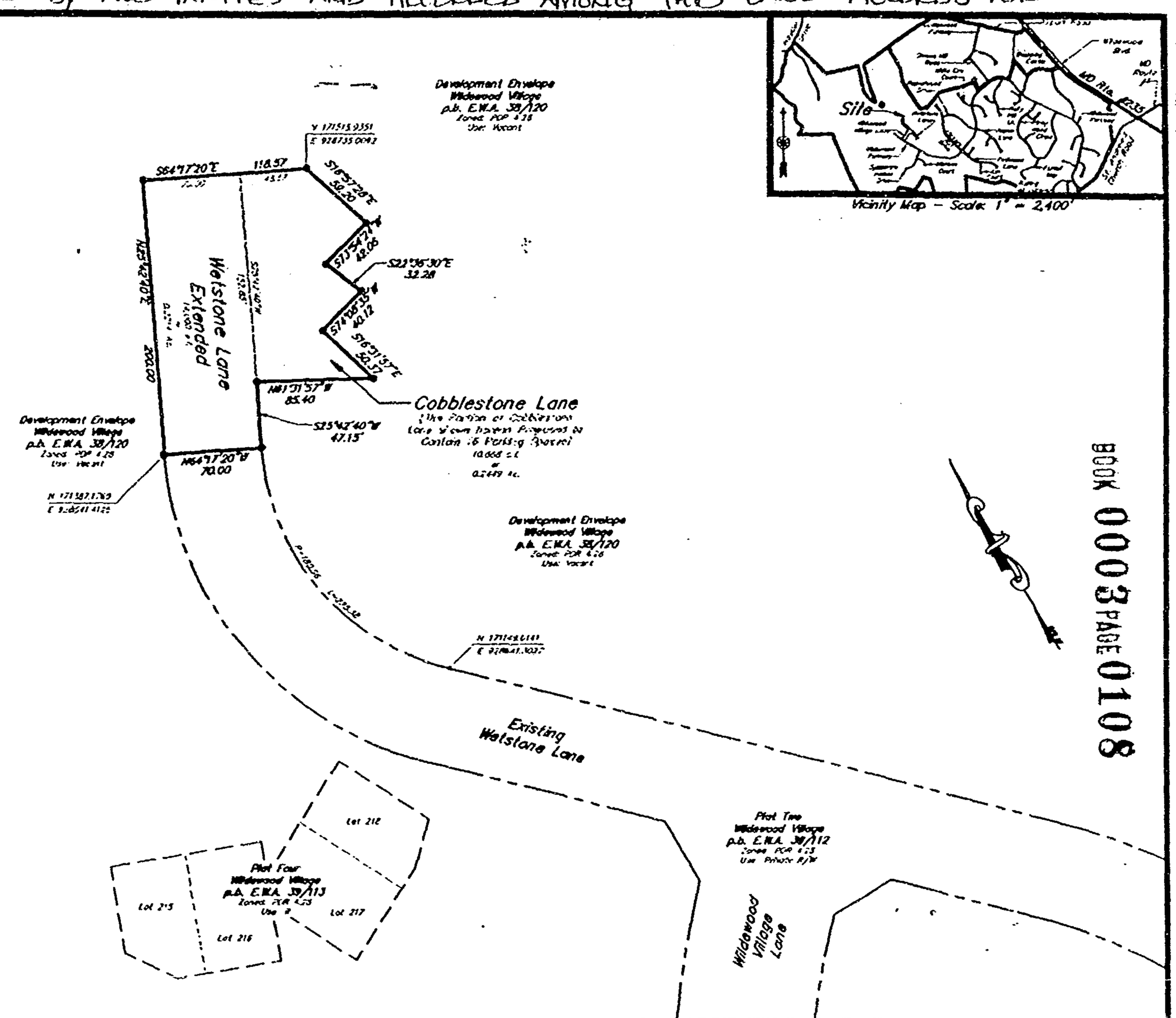
First United National Bank of Virginia, N.A. — Date
Lorraine A. Kramer, Special Trustee for Plat Dedication

Surveyor's Certification:

I hereby certify, to the best of my knowledge, information and belief, that the plat shown hereon is correct and contains 14.0 acres (gross area). This plat is a subdivision of part of Plat One - Development Envelope - Wildewood Village, as recorded among the Land Records of St. Mary's County, Maryland, in Book E.W.A. 38 at Page 120.

The requirements of Subsection (C) of Section 3-108 of the Annotated Code of Maryland (Real Property Article) as far as it concerns the marking of the pole and setting of the markers required therein, have been or will be complied with, to the best of my knowledge, information and belief.

Larry O. Day
Registered Land Surveyor
Maryland Certificate No. 10506 — Date



Planning and Zoning	Health Department	Department of Public Works	
Date	Date	Date	
Director	Health Officer	Director	
R.J. Shoemaker	Environmental	Metropolitan Commission	
Case File Number: 91-0233	Sanitarian	Date	
		Director	

No.	Date	Description	By

SCALE

LARRY O. DAY
Surveying, Land Planning & Engineering
Wildewood Professional Park - 308 Airport Drive
California, Maryland 20619
Phone: (301) 863-0333

Plat Nine
Wetstone Lane Extended & Cobblestone Lane
WILDEWOOD VILLAGE
Third & Eighth Election Districts
St. Mary's County, Maryland

Contract # 75-808	Drawing # RFT-9	Drawn by LOD	Checked by WPH
Date 12/24/94	Scale 1" = 80'	Page 1 of 1	

RFT-9

ST. MARY'S COUNTY, MARYLAND E.W.A. 40 @ 17 1.17.95

TWENTY-FIRST ANNEXATION AMENDMENT

to

Declaration of Covenants, Conditions and Restrictions

of

SYCAMORE HOLLOW OF WILDEWOOD ASSOCIATION, INC.

IMP FD SURE $ 2.00
RECORDING FEE 20.00
TOTAL 22.00

This TWENTY-FIRST ANNEXATION AMENDMENT, (the "Twenty-First Annexation"), made this 2nd day of February, 1995, by PARAGON BUILDERS, INC., a Corporation organized and existing under the laws of the State of Maryland (the "Declarant").

Rec#0903 Rcpt#2148
EWA MAB Blk#74
Feb 02, 1995 03:22 PM

Introductory Statement

A. Declarant has caused the Declaration of Covenants, Conditions and Restrictions of Sycamore Hollow of Wildewood Association, Inc., dated January 22, 1993, to be recorded among the Land Records of St. Mary's County, Maryland in Liber E.W.A. No. 746 at Folio 96 (the "Declaration") establishing Sycamore Hollow of Wildewood and Sycamore Hollow of Wildewood Association, Inc. (the "Association").

RECORDING FEE 15.00
TOTAL 15.00

B. The Declaration in Article II, Section 2, provides the Declarant unlimited right, privilege, and option, from time to time and at any time, to annex to the Property and to subject to the legal operation and effect of the Declaration and to the jurisdiction of the Association certain additional real property by the filing of an Annexation Amendment among the Land Records of St. Mary's County, Maryland.

Rec#0903 Rcpt#2148
EWA MAB Blk#75
Feb 02, 1995 03:27 PM

C. Declarant now desires to annex certain additional real property and to subject the same to the legal operation and effect of the Declaration and to the jurisdiction of the Association in accordance with the provisions of the Declaration.

NOW THEREFORE, this Twenty-First Annexation Amendment WITNESSETH: That Declarant, for itself, its successors, and assigns for themselves, their personal representatives, heirs, and assigns, do hereby expressly declare, state and establish as follows:

1. The additional real property annexed hereby and subjected to the legal operation and effect of the Declaration and to the jurisdiction of the Association is the property designated on Plat Twenty-six, Lots 130, 131, 132, 133 and Hollyhock Lane of Sycamore Hollow of Wildewood, recorded in the plat records of St. Mary's County, Maryland in Plat Liber E.W.A. 40 at Folio 24 and including, but not limited to Lots 130, 131, 132, 133 and Hollyhock Lane.

2. That the additional real property annexed hereby is part of the property described in Exhibit "A" of the Declaration and the same is annexed and subjected to the legal operation and effect of the Declaration and to the jurisdiction of the Association in accordance with the Declaration.

WITNESS the hand and seal of Declarant, Paragon Builders, Inc., by its President on the day and year first above written.

ATTEST:

Thomas E. Wettengel
Corporate Secretary

PARAGON BUILDERS, INC.

by: _____ (SEAL)
Edmund W. Wettengel, Jr.
President

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

I HEREBY CERTIFY, that on this 2nd day of February, 1995, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared EDMUND W. WETTENGEL, JR., who made oath in due form of law that he is the President of Paragon Builders, Inc., a corporation, the Declarant of the aforegoing Twenty-First Annexation Amendment to Declaration, and that he is authorized to execute the said Twenty-First Annexation Amendment to Declaration on behalf of the Corporation, and that the said Twenty-First Annexation Amendment to Declaration is the act of Paragon Builders, Inc. and that said Twenty-First Annexation Amendment to Declaration was executed and is to be recorded for the purpose of annexing additional property and subjecting the same to the legal operation and effect of the Declaration, and to the jurisdiction of Sycamore Hollow of Wildewood Association, Inc.

AS WITNESS my hand and Notarial Seal.

D. Rachael Weber
Notary Public

My Commission Expires: 6-21-98

ORIGINAL PLAT EXECUTED BY ALL PARTIES AND RECORDED AMONG THE LAND RECORDS FOR

General Notes:

1) The Subdivision shown hereon is within and a part of the WILDEWOOD PLANNED UNIT DEVELOPMENT as approved and is subject to all elements and conditions of approval.

2) Public utility easements shown on a minimum of 15 (fifteen) feet in width along all property lines and as required by the St. Mary's County Subdivision Regulations. Article 2 - Section 4.1(A) and (B) and 4.1(E) to 10 feet total easement along all road rights-of-way and a 5 (five) foot easement along all side and rear property lines.

3) All lots to be served by public water and sewerage.

4) All lots to be served by private water and sewerage systems constructed in accordance with the St. Mary's County Standards and Specifications for Water and Sewer Construction and in accordance with the Public Water Agreement between the owner and the St. Mary's County Metropolitan Commission. The subdivision shall remain in compliance with the St. Mary's County Comprehensive Water and Sewer Plan.

5) The utility easements as indicated hereon are for the use of PARAGON BUILDERS, INC. (its heirs and assigns) to install and maintain below ground utilities and other improvements. Any and all damaged improvements and/or maintenance shall be performed by Developer. See utility easement covenant for further specifications.

6) Forest Zoning: RDR 4.28

7) All lots recorded in one (one) phase to the County Registry.

8) SEWER BUILDER: Individual lots shall have at a minimum a driveway to Sycamore Hollow Drive for Lots 130, 131, 132, 133, 134 & 135 and a maintenance easement of 20 feet wide to permit and access a vehicle crossing over individual lots to Sycamore Hollow Drive for maintenance and repair of Development of Community Land Trust and Facilities of Sycamore Hollow of Wildewood Association, Inc. The drainage easement (E) indicated on and to be one joint responsibility of the owners of lots on which and/or the Homeowner's Association, pursuant to a Covenant Drainage Agreement dated 5/ for the benefit of Sycamore Hollow and Partnership of Sycamore Hollow of Wildewood Association, Inc. The drainage easement is not a part of the County Road System and shall not receive maintenance from the County.

9) Individual lots use to have ingress and egress and drainage easements shown hereon or as shown on the Construction Plans for Sycamore Hollow of Wildewood (Development Drainage on file at the St. Mary's County Department of Public Works.

11) Parcel 433 shown hereon is this (XXXX)

Development, Construction, Utility and Drainage Easement Covenant:

There is hereby created a perpetual easement over, across, over, under and upon the property shown hereon for ingress, egress, construction, installation, maintenance, repair and replacement of sewers and drainage pipes, utility poles, service lines and systems, including, but not limited to, drainage ditches, storm water management, storm drains, drainage inlets, sanitary sewer, pipes, telephone, electric, television cables or communication lines systems by, other or the owners of lots to be serviced by the easement, available for PARAGON BUILDERS, INC. the contractor, or the providing utility or service company with the approval of the property, for complete construction of or maintenance improvements to the subject property, and maintain sections and equipment on said property to provide for such purposes and to enter and maintain same, circuits and conduits on, in and under the roads and adjacent ways of improvement thereon, providing such disturbed areas are restored to the condition in which they were found.

Not withstanding a specific easement designation shown on this plat, there is authorized, created and established a blanket easement over, through and under the property shown hereon for drainage and storm water management following the natural flow of water therefrom, for whatever a whole subject property is subject to, such easement shall be 15 (fifteen) feet for storm, sanitary lines, utility and sanitary lines and systems, including individual unit connections, shall automatically be deemed a part of the appropriate utility system, whether or not the area is so designated on this plat.

Owner's Dedication:

We, Paragon Builders, Inc., a corporation, by Sidney A. Gutwald, President, the owners of the property shown hereon and described in the Surveyor's Certificate affixed hereto, hereby adopt this plan of subdivision and do consent to all required dedications. There are no tenants, liens or encumbrances, or deeds of trust affecting the subject property (except those of record) except and set forth in the land records. We hereby certify that all required improvements have been installed in accordance with the approved plans and specifications, and that the same are free and clear of all liens, encumbrances and defects, and that the streets, roadways, improvements and other improvements have been dedicated to public use.

The requirements of Section 3-108 of the Real Property Article, Maryland Code, as amended, and the Subdivision Regulations of St. Mary's County, Maryland, have been complied with to the best of our knowledge, information and belief.

Edwin A. Wittingel, President — Date

Donna E. Wittingel, Secretary — Date

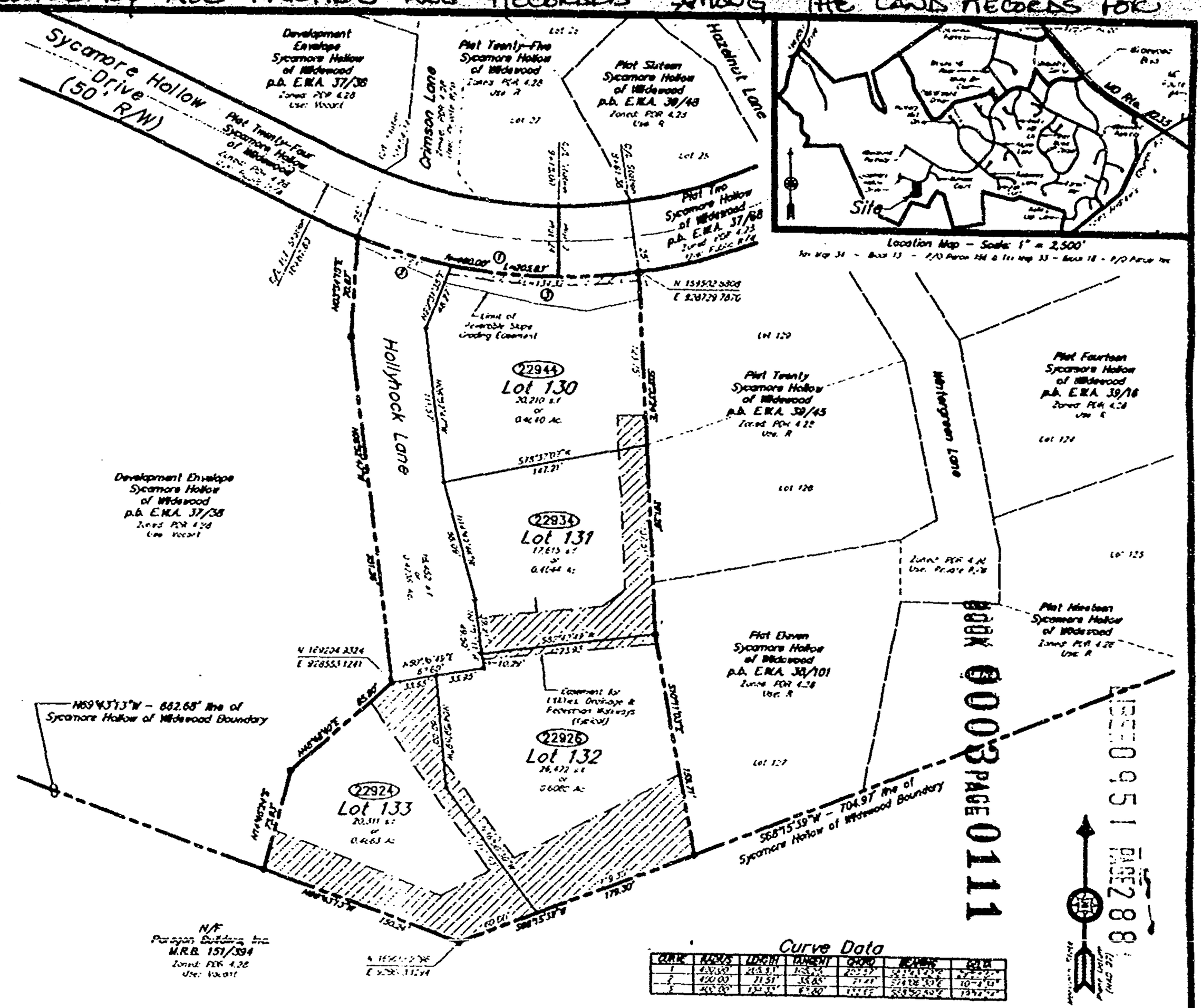
First Union National Bank of Virginia, N.A.
James A. Kerley & Evans, Special Trustee for the Executive — Date

Surveyor's Certificate:

I hereby certify to the best of my knowledge, information and belief that the plat shown hereon is correct (except as to the plat) and contains to the specifications that are a subdivision of "Plat One - Development Envelope - Sycamore Hollow of Wildewood" as recorded among the Land Records of St. Mary's County, Maryland in Plat Book (Par) E.H.A. 37 at Folio 38.

The requirements of Section 3-108 of the Real Property Article, Maryland Code, as amended, and Section 3 concerning the marking of the plan and setting of the markers required thereon have been or will be complied with to the best of my knowledge, information and belief.

Larry O. Day
Registered Land Surveyor
Maryland Certificate No. 9006 — Date



Curve Data

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
1	450.00'	203.31'	103.53'	201.57'	S71°01'02"E	25°53'07"
2	420.00'	71.51'	35.85'	71.41'	S74°18'30"E	10°-14'00"
3	450.00'	132.31'	67.00'	131.82'	S58°52'30"E	16°52'30"

Planning and Zoning	Health Department	Department of Public Works	Metropolitan Commission
Date	Date	Date	Date
Director	Health Officer	Director	Director
S.C. Chairman	Dir. Env. Hlth		
Case File Number: 91-1732	Sanitarian		

No.	Date	Description	By

REVISION

LARRY O. DAY
Surveying, Land Planning & Engineering
Wildewood Professional Park - 308 Airport Drive
California, Maryland 20619
Phone: (301) 863-0333

Plat Twenty-Six
Lots 130, 131, 132 & 133
SYCAMORE HOLLOW of WILDEWOOD
Third & Eighth Election Districts
St. Mary's County, Maryland

Contract # 75-006	Drawing # SH-26.dwg	Drawn by LOD	Chk by RPH
Date 01/12/95	Scale 1" = 50'	Page 1 of 1	

SH-26

BOOK 0003 PAGE 0111

FEB 09 1995 PAGE 2888

ST. MARY'S COUNTY, MARYLAND F.W.A. 40 @ 24 (2.1.95)

TWENTIETH ANNEXATION AMENDMENT

to

Declaration of Covenants, Conditions and Restrictions

of

SYCAMORE HOLLOW OF WILDEWOOD ASSOCIATION, INC.

This TWENTIETH ANNEXATION AMENDMENT, (the "Twentieth Annexation"), made this 30th day of January, 1995, by PARAGON BUILDERS, INC., a Corporation organized and existing under the laws of the State of Maryland (the "Declarant").

Introductory Statement

A. Declarant has caused the Declaration of Covenants, Conditions and Restrictions of Sycamore Hollow of Wildewood Association, Inc., dated January 22, 1993, to be recorded among the Land Records of St. Mary's County, Maryland in Liber E.W.A. No. 746 at Folio 96 (the "Declaration") establishing Sycamore Hollow of Wildewood and Sycamore Hollow of Wildewood Association, Inc. (the "Association").

B. The Declaration in Article II, Section 2, provides the Declarant unlimited right, privilege, and option, from time to time and at any time, to annex to the Property and to subject to the legal operation and effect of the Declaration and to the jurisdiction of the Association certain additional real property by the filing of an Annexation Amendment among the Land Records of St. Mary's County, Maryland.

C. Declarant now desires to annex certain additional real property and to subject the same to the legal operation and effect of the Declaration and to the jurisdiction of the Association in accordance with the provisions of the Declaration.

NOW THEREFORE, this Twentieth Annexation Amendment WITNESSETH: That Declarant, for itself, its successors, and assigns for themselves, their personal representatives, heirs, and assigns, do hereby expressly declare, state and establish as follows:

1. The additional real property annexed hereby and subjected to the legal operation and effect of the Declaration and to the jurisdiction of the Association is the property designated on Plat Twenty-five, Crimson Lane, Sycamore Hollow of Wildewood, recorded in the plat records of St. Mary's County, Maryland in Plat Liber E.W.A. 40 at Folio 019 and including, but not limited to Crimson Lane.

RECORDING FEE 15.00
TOTAL 15.00
RECEIPT# 17446
DATE 01/30/95
TIME 10:13 am
RECORDING FEE 2.00
TOTAL 2.00
RECEIPT# 17446
DATE 01/30/95
TIME 02:45 PM
CHG NO BILLING
AGENT

RETURN TO:
NAME: Cynthia Streb
ADDRESS:

2. That the additional real property annexed hereby is part of the property described in Exhibit "A" of the Declaration and the same is annexed and subjected to the legal operation and effect of the Declaration and to the jurisdiction of the Association in accordance with the Declaration.

WITNESS the hand and seal of Declarant, Paragon Builders, Inc., by its President on the day and year first above written.

ATTEST:

Thomas E. Wettengel
Corporate Secretary

PARAGON BUILDERS, INC.

by: _____ (SEAL)
Edmund W. Wettengel, Jr.
President

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

I HEREBY CERTIFY, that on this 30th day of January, 1995, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared EDMUND W. WETTENGEL, JR., who made oath in due form of law that he is the President of Paragon Builders, Inc., a corporation, the Declarant of the aforegoing Twentieth Annexation Amendment to Declaration, and that he is authorized to execute the said Twentieth Annexation Amendment to Declaration on behalf of the Corporation, and that the said Twentieth Annexation Amendment to Declaration is the act of Paragon Builders, Inc. and that said Twentieth Annexation Amendment to Declaration was executed and is to be recorded for the purpose of annexing additional property and subjecting the same to the legal operation and effect of the Declaration, and to the jurisdiction of Sycamore Hollow of Wildewood Association, Inc.

AS WITNESS my hand and Notarial Seal.

J. Rachael Lebes
Notary Public

My Commission Expires: 6-21-98

ORIGINAL PLAT EXECUTED BY ALL PARTIES AND RECORDED AMONG THE LAND RECORDS

LIBER 0950 PAGE 294

BOOK 0003 PAGE 0114

General Notes:

1) The subdivision shown herein is wholly and a part of the WILDEWOOD PLANNED UNIT DEVELOPMENT, as approved and in effect, all covenants and restrictions of record.
2) Public utility easements shall be a minimum of 10 (ten) feet in width along all property lines or as required in the Saint Mary's County Subdivision Regulations, Article 2 - Section 4.1(b). A 15' (ten) foot easement shall be a 15 (ten) foot easement along all road rights-of-way and a 3 (five) foot easement inside of all lines for public utilities and drainage.
3) All lots are to be served by central water and sanitary sewer systems constructed in accordance with the Saint Mary's County Standards and Specifications for Water and Sewer Construction and in accordance with the public works agreement between the owner and the Saint Mary's County Metropolitan Commission. The subdivision shown hereon is in compliance with the Saint Mary's County Comprehensive Water and Sewer plan.
4) The utility easements, as indicated, is (are) for the use of PARAGON BUILDERS, INC. its heirs and assigns, to install and maintain their ground utilities and their appurtenances. Any area disturbed during installation and/or maintenance shall be permanently stabilized. See utility easement covenant for further clarification.
5) Present Zoning: POR 4.25
6) All lots are restricted to one point access to the County Right-of-Way.
7) PRIVATE CONTROL: Common Long, and serve as a common driveway to Sycamore Hollow Drive for Lots 27, 28, 29, 30 & 31 and a non-exclusive easement or right-of-way for ingress and egress is hereby granted over Common Lane to Sycamore Hollow Drive in accordance with the Declaration of Covenants, Conditions and Restrictions of Sycamore Hollow at Wildewood Association, Inc. The driveway and its maintenance shall be the sole responsibility of the owner(s) of said lots and/or the non-owner's association pursuant to a Covenant (Private) Agreement and/or the Declaration of Covenants, Conditions and Restrictions of Sycamore Hollow at Wildewood Association, Inc. The driveway is not a part of the County Road System and does not receive maintenance from the County.
8) Lot 31 and Lot 30 are subject to utility, drainage and pedestrian access easement.
9) The rear lot grading and utility and drainage easements shown hereon are approximate, exact definitive limits are shown on the Construction Plans for Sycamore Hollow at Wildewood Development Envelope on file at the St. Mary's County Department of Public Works.

Development, Construction, Utility and Drainage Easement Covenant:

Over a perpetual non-exclusive easement upon, across, over, through and under the property shown hereon for ingress, egress, construction, installation, replacement, repair and maintenance of all storm and potable water, utility and service lines and systems, including, but not limited to, drainage areas, storm water management, sewage pumps, pedestrian walkways, water, sewer, gas, telephone, electric, television cables or communication lines (systems). By virtue of this easement, it shall be expressly permissible for PARAGON BUILDERS, INC. the employees of the providing utility or service companies and the agents of the foregoing to install, construct, reconstruct, repair, remove, replace, maintain and use said systems, facilities and equipment on said property, to excavate for such purposes and to cut and maintain trees, shrubs and bushes on, in and under the roads and rights-of-way of Wildewood Development, providing such disturbed areas are restored to the condition in which they were found.

Not withstanding a specific easement designation shown on the plat, there is automatically created an easement upon, across, over, through and under the property shown hereon for drainage and storm water management following the natural flow of water throughout the subdivision. Owner and property is bounded in perpetuity, any area disturbed and altered for drainage purposes, utility and service lines and systems, excluding roadways and driveways, shall automatically be deemed a part of the pedestrian walkway system, whether or not the area is designated on the plat.

Owner's Dedication:

We, Paragon Builders, Inc., a Maryland Corporation, by Edward R. Bellengim, President, the owner of the property shown hereon and described in the Surveyor's Certificate and that hereto, hereby adopt this plan of subdivision and dedicate to public use all roadways, streets and rights-of-way and other improvements, where applicable, to public use.

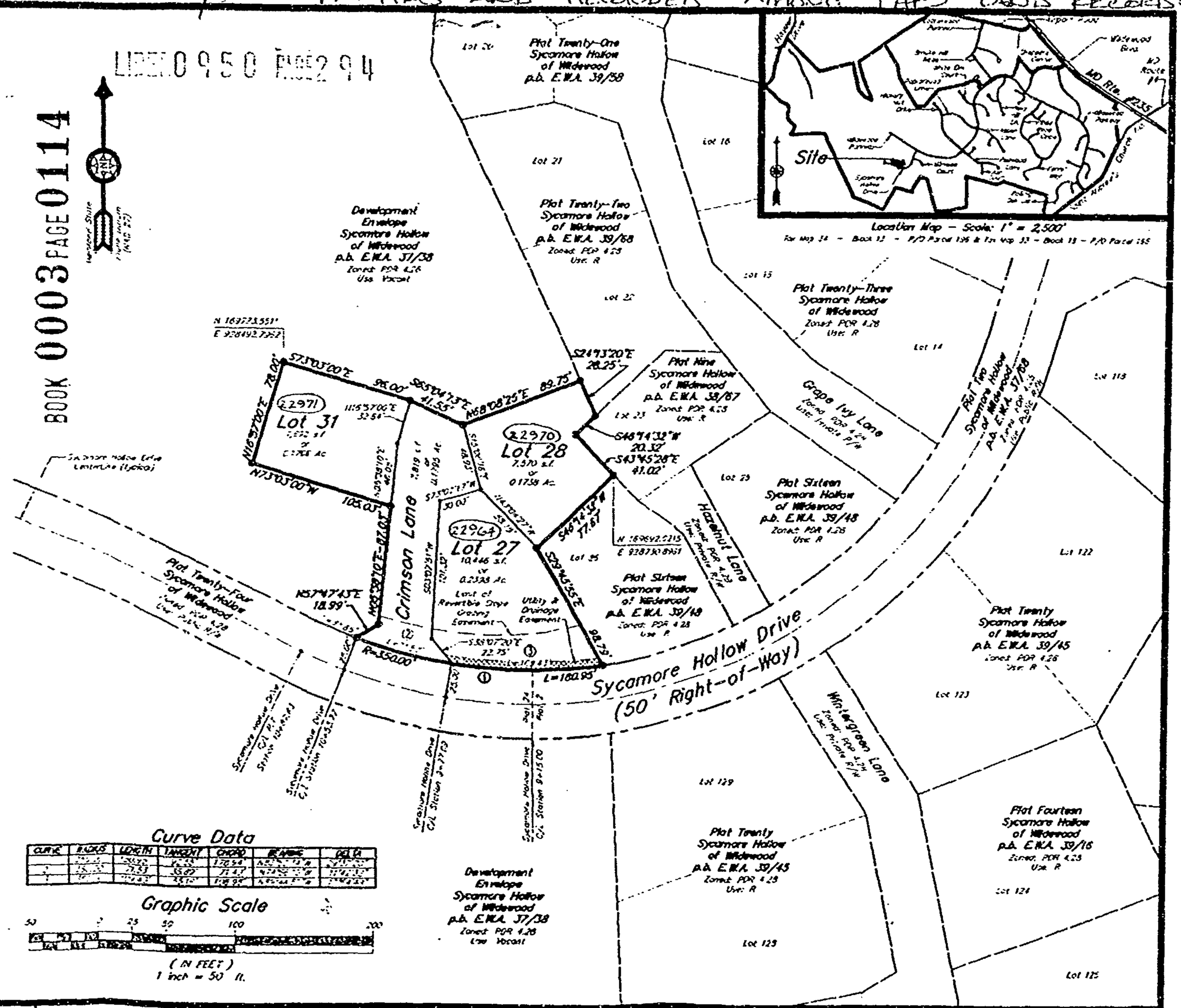
Edward R. Bellengim, President — Date

James E. Bellengim, Secretary — Date

First Union National Bank of Maryland, N.A.
James A. Kenney, III, Esquire, Special Trustee for Plat Execution — Date

Surveyor's Certificate:

Larry O. Day
Registered Land Surveyor
Maryland Certificate No. 5404 — Date



Curve Data

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

Graphic Scale

50 25 50 100 200

(IN FEET)
1 inch = 50 ft.

Planning and Zoning	Health Department	Department of Public Works
Date	Date	Date
Director	Health Officer	Director
R.D. Thorman	Dir. Env. Hlyg.	Metropolitan Commission
Case File Number 91-1732	Sanitarian	Date
		Director

No.	Date	Description	By

REVISIONS

LARRY O. DAY
Surveying, Land Planning & Engineering
Wildewood Professional Park - 308 Airport Drive
California, Maryland 20619
Phone: (301) 863-0333

Plat Twenty-Five
Lots 27, 28 & 30
SYCAMORE HOLLOW of WILDEWOOD
Third & Eighth Election Districts
St. Mary's County, Maryland

Survey # 75-008	Drawing # 94-23.dwg	Check by LOD	Drawn by WPH
Date 12/23/94	Scale 1" = 50'	Page 1 of 1	

SH-25

FOR ST. MARY'S COUNTY, MARYLAND E.W.A. 40 @ 19 1.20.95

FIRST AMENDMENT TO THE DECLARATION OF THE WILDEWOOD VILLAGE CONDOMINIUM ASSOCIATION, INC.

THIS FIRST AMENDMENT to the Declaration of the Wildewood Village Condominium Association, Inc. (the "Wildewood Village Condominium") made this 22nd day of February, 1995, by PARAGON BUILDERS, INCORPORATED, a corporation organized and existing under the laws of the State of Maryland (the "Declarant") and Carolyn W. Hall or Susan T. Sweet, Trustee for First Union National Bank of Virginia.

RECORDING FEE 25.00
TOTAL 25.00
Rec#3463 Rcpt#2340
EWA NB Blk#632

INTRODUCTORY STATEMENT

A. Declarant caused the Declaration and the Bylaws for the Wildewood Village Condominiums dated March 31, 1994, to be recorded in the Land Records for St. Mary's County, Maryland, in Liber E.W.A. No. 880 beginning at Folio 462 (collectively the "Declaration") on April 1, 1994.

Feb 22, 1995 02:56 PM

B. Declarant has now caused the Plats for Phase One of the Wildewood Village Condominiums to be recorded in the Plat Records of St. Mary's County, Maryland, in Plat Book E.W.A. 40 beginning at Folio 33 (the "Plats").

C. Declarant now desires to amend the Declaration for the express purposes of submitting certain land together with improvements thereon to the condominium regime known as the Wildewood Village Condominiums, establishing the percentage interests of the Unit Owners in Phase One, and the addition of Subsection (d) to Article IV, Section 2 to the Declaration and to restate the Declaration with the amendments in accordance with the Maryland Condominium Act (Title 11 of the Real Property Article of the Annotated Code of Maryland) and the terms of the Declaration.

NOW, THEREFORE, THIS FIRST AMENDMENT WITNESSETH That Declarant, for itself, its successors and assigns, does hereby expressly establish and declare as follows:

1. Declarant hereby submits the land shown as Phase One on the Plats recorded among the Plat Records of St. Mary's County, Maryland, at Plat Liber E.W.A. 40, beginning at Folio 33, which land is more particularly described in Exhibit A-1 attached hereto and which is hereby made a part of the Declaration as if the same had been included therein initially together with the improvements thereon to the condominium regime known as Wildewood Village Condominiums as created by the Declaration as aforesaid, and in accordance with this FIRST AMENDMENT to the said Declaration.

2. Article IV, Section 2 of the Declaration is amended to add Subsection (d) which shall read as follows:

> (d) In addition some areas of the common elements shall be subject to designation by the Declarant on the Condominium Plat or Plats as covered parking spaces and assigned by the Declarant as limited common elements appurtenant to certain designated units. As to such parking spaces, the Board of Directors may assess an annual Limited Common Expense charge with a reserve for replacement payable monthly, upon each unit to which a limited common element covered parking space is appurtenant. The Limited Common Expense charge shall be governed by the provisions of this Declaration related to the implementation, increase, and collection including, but not limited to, lien enforcement, of unit assessments as though it was a common expense charge of the subject unit.

3. Declarant does hereby restate the Declaration as though the same were fully incorporated herein as the same is amended hereby and Wildewood Village Condominiums, as hereby constituted, shall be governed exclusively by the Declaration and Bylaws of the Wildewood Village Condominium Association, Inc., as amended by this FIRST AMENDMENT.

4. The percentage share of each unit in the common profits and common expenses of the Condominium and in the common elements of the Condominium, and the number of votes which each Unit Owner shall be entitled to cast at meetings of the Council of Unit Owners shall be determined in accordance with the Declaration and Bylaws, as more specifically shown for Unit Owners in Phase One on Exhibit D to the Declaration.

5. Carolyn W. Hall or Susan T. Sweet, Trustee for First Union National Bank of Virginia, the beneficiary of the Deed of Trust recorded on Liber E.W.A. No. 881 and Page 004, as modified by **Amendment of Deed of Trust** dated November 7, 1994, and recorded among the aforesaid Land Records of St. Mary's County, Maryland, at Liber E.W.A. No. 935, Folio 473, and by that certain **Deed of Appointment of Substitute Trustees** dated November 21, 1994, and recorded among the aforesaid Land Records of St. Mary's County, Maryland, at Liber E.W.A. No. 939, Folio 0001, joins herein for the express purpose of consenting to this FIRST AMENDMENT to the Declaration of the Wildewood Village Condominium Association, Inc., and the submission of the subject property to the condominium regime and to the annexation of subsequent properties to the condominium regime in the future in accordance with the Declaration.

WITNESS THE HAND AND SEAL of the Declarant, PARAGON BUILDERS, INCORPORATED, by its President, on the day and year first above written.

ATTEST:

Thomas E. Wettengel
Corporate Secretary

PARAGON BUILDERS, INCORPORATED

By: _____
Edmund W. Wettengel
President

WITNESS the following signature and seal:

WITNESS:

_____ (SEAL)
Carolyn W. Hall, Trustee

STATE OF MARYLAND, County of St. Mary's, to wit:

I HEREBY CERTIFY, that on this _____ day of February, 1995, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared EDMUND W. WETTENGEL, who made oath in due form of law that he is the President of Paragon Builders, Incorporated, a corporation, the Declarant of the foregoing First Amendment to the Declaration, and that he is authorized to execute the said First Amendment to the Declaration on behalf of the corporation, and that the said First Amendment to the Declaration is the act of Paragon Builders, Incorporated, and that said First Amendment to the Declaration was executed and is to be recorded for the purpose of amending the Declaration and establishing a condominium regime as set forth above.

AS WITNESS my hand and Notarial Seal:

Notary Public

My Commission Expires: 6-21-98

COMMONWEALTH OF VIRGINIA, Fairfax County, to wit:

I HEREBY CERTIFY, THAT on this 22nd day of February in the year one thousand nine hundred and ninety-two, before me, the subscriber, a Notary Public of the Commonwealth of Virginia, in and for the County aforesaid, personally appeared Carolyn W. Hall, known to me (or satisfactorily proven) to be the person described in the foregoing instrument, and acknowledged that she executed the same in the capacity therein stated and for the purposes therein contained.

As Witness my hand and Notarial Seal.

NOTARY PUBLIC

My Commission expires: My Commission Expires March 31, 1997

THIS IS TO CERTIFY THAT THE WITHIN INSTRUMENT WAS PREPARED BY OR UNDER THE SUPERVISION OF THE UNDERSIGNED, AN ATTORNEY DULY ADMITTED TO PRACTICE BEFORE THE COURT OF APPEALS OF MARYLAND.

JAMES A. KENNEY, III, ESQUIRE

DAY BUSINESSES INC. T/A

LARRY O. DAY

Surveying, Land Planning & Engineering

308 Airport Drive
Wildewood Professional Park
California, Maryland 20619
(301) 863-0333 • FAX (301) 863-7460

EXHIBIT A-1

BOOK 0003 PAGE 0119

DESCRIPTION OF PHASE ONE
WILDEWOOD VILLAGE CONDOMINIUMS
EIGHTH ELECTION DISTRICT
ST. MARY'S COUNTY, MARYLAND

February 1, 1995

BEING part of the lands conveyed unto Paragon Builders, Inc., by deed from Joseph A. Waldschmitt and Alice R. Waldschmitt, his wife, as recorded among the Land Records for St. Mary's County, Maryland, in Liber M.R.B. 151 at Folio 394, said lands being further described as a part of a plat of subdivision entitled ''Plat One - Development Envelope - Wildewood Village'' as recorded among said Land Records in plat Liber E.W.A. 38 at Folio 120, said lands being more particularly described as follows:

BEGINNING for the same at the easterly end of the North 61°31'57" West, 85.40 foot line of a plat of subdivision entitled ''Plat Nine - Wetstone Lane Extended & Cobblestone Lane Extended - Wildewood Village'' as recorded among said Land Records in plat Liber E.W.A. 40 at Folio 17; thence, running through said lands of Paragon Builders, Inc., with said Plat Nine - Wildewood Village,

1. North 16°31'57" West, 50.37 feet to a point; thence,
2. North 74°08'35" East, 40.12 feet to a point; thence,
3. North 22°36'30" West, 32.28 feet to a point; thence,
4. North 73°54'24" East, 42.06 feet to a point; thence,
5. North 16°57'28" West, 59.20 feet to a point; thence, leaving said Plat Nine - Wildewood Village and continuing through said lands of Paragon Builders, Inc.,
7. North 33°07'17" East, 121.46 feet to a point; thence,
8. North 55°41'00" East, 121.08 feet to a point; thence,
9. South 34°19'00" East, 308.30 feet to a point; thence,
10. South 49°45'13" West, 102.15 feet to a point; thence,
11. South 40°00'00" West, 126.95 feet to a point; thence,
12. South 45°35'17" East, 97.59 feet to a point; thence,
13. South 89°24'43" West, 55.07 feet to a point; thence,
14. South 00°02'09" East, 47.71 feet to a point; thence,
15. North 45°02'09" West, 254.66 feet to a point; thence,
16. North 61°31'57" West, 56.99 feet to the point and place of beginning, containing 2.3530 acres of land, more or less.

SUBJECT to any and all Rights-of-Way and/or Easements of record.

RETURN TO:
NAME: [illegible]
ADDRESS: [illegible]

CHESTNUT HILLS HOMEOWNERS' ASSOCIATION, INC.

FIRST AMENDMENT TO DISCLOSURES PURSUANT TO THE MARYLAND HOMEOWNERS ASSOCIATION ACT

January 25, 1995

(1) The name and principal address of the vendor/declarant and the names and addresses of the principal officers of the corporation are:

Delmarva Properties, Inc.
Box 1700
West Point, Virginia 23181
(804) 843-5300

President: Robert F. Brake
P.O. Box 1700
14th and Lee St.
West Point, Virginia 23181

Secretary: John Paul Causey, Jr.
P.O. Box 1700
14th and Lee St.
West Point, Virginia 23181

Treasurer: Andrew J. Kohut
P.O. Box 1700
14th and Lee St.
West Point, Virginia 23181

RECORDING FEE 25.00
TOTAL 25.00
Rec#6783 Rcpt#2365
EMA MB Blk#692
Feb 23, 1995 11:10 am

(2) The name of the Homeowners Association is: **Chestnut Hills Homeowners' Association, Inc.,** (a Maryland Non-Stock Corporation). The resident agent of the Homeowners Association is **Bill D. McKissick, Jr., Esq.**, 91 Maple Road, Suite 205, Lexington Park, Maryland 20653.

(3) The development is located in the Second and Third Election district of St. Mary's County, and after annexation of Section Two, contains approximately 163.161 acres more or less, and is more specifically described in the Declaration and Amendments thereto, copies of which are attached. After annexation of Section Two there are 36 lots in the subdivision. The minimum number of Lots currently planned which may be contained in the subdivision after annexation is 110. The maximum number of lots currently planned which may be contained in the subdivision after annexation is 123.

(4) The only property to be dedicated to public use consists of that property upon

which the roads of the subdivision will be located, said roads to be dedicated to St. Mary's County.

(5) It is currently not anticipated that the development will become a part of another subdivision.

(6) The Declarant has reserved the right to annex additional property to the development. It is anticipated that approximately 74 to 87 additional lots will be annexed. The location from which the additional property will be annexed is described on Schedule B of the Declaration of Covenants, Conditions and Restrictions for Chestnut Hills which is recorded among the Land Records of St. Mary's County, Maryland at Liber E.W.A. 837, Folio 50. Note that the Declarant may not annex all of said additional property, and is not required to annex all of said property, but rather that any property annexed will be contained within the boundaries described on Schedule B. The Declarant has the unilateral right, privilege and option to annex said property for ten (10) years from the date of the Declaration.

(7) The Association currently owns Parcel A, containing 6.212 acres more or less, and Parcel B, containing 10.069 acres, more or less. both parcels being shown on that plat entitled "Subdivision of Chestnut Hills, Section One," recorded among the Plat Records of St. Mary's County, Maryland at Liber E.W.A. 38, folio 93. The Association may own and maintain additional common areas after annexation of additional properties. The Declarant roughly estimates that a total of 40 acres will be owned and/or maintained by the Association. This figure could change substantially during the subsequent development of Chestnut Hills.

(8) A copy of the following documents are attached or are recorded elsewhere within the Homeowner's Association Depository for St. Mary's County:

(i) The articles of incorporation, the declaration, and all recorded covenants and restrictions of the primary development and of other related developments to the extent reasonably available, to which the purchaser shall become obligated on becoming an owner of the lot.

(ii) The bylaws and rules of the primary development and of other related developments to the extent reasonably available, to which the purchaser shall become obligated on becoming an owner of the lot.

NOTE THAT THESE DOCUMENTS IMPOSE OBLIGATIONS WHICH ARE ENFORCEABLE AGAINST THE OWNER AND TENANT.

(9) There is no estimated proposed annual budget for the homeowners association for the current fiscal year due to the fact that it is anticipated that the homeowners' association will not incur any expenses, other than administrative expenses, (which will be paid by the Declarant during the upcoming year). Due to the fact that there are no common area improvements, no reserves have been set aside for their replacement. The budget for the homeowners association based upon the development fully expended in accordance with expansion rights contained in the declaration is not anticipated to exceed $3,000.00 per year, said sum to pay for the maintenance of the common areas and administrative expenses of the homeowners association.

(10) The anticipated mandatory fee for assessments to be paid by owners of lots within the development for the use, maintenance, and operation of common areas and other purposes related to the homeowners association will be $195.00 per lot, per year, unless otherwise determined pursuant to the terms of the attached Bylaws, Articles, and/or Declaration, as amended. The declarant/vendor will not be obligated to pay said fees in whole or in part. The assessments are to be paid on a semi-annual basis.

(11) Information concerning zoning and other land use requirements affecting the development can be found at the St. Mary's County Office of Planning and Zoning, located in Leonardtown, and various affiliated county and state agencies, including: the Department of Public Works; the Health Department; the State Highway Administration, etc.

(12) Pro-rated assessments for the current year will be required at the time of closing. The mechanism for the determination, assessment, collection, and consequences of nonpayment of assessments or fees is set forth in the Articles, Declaration and Bylaws of the homeowners association.

(13) No funds are to be collected at settlement for contribution to the homeowners association other than prorated fees or assessments.

(14) Any special rights or exemptions reserved by or for the benefit of the declarant or the vendor are contained in Articles, Declaration and Bylaws of the Association.

IN WITNESS WHEREOF, the party below has executed this First Amendment to Disclosures the date first above written.

DECLARANT
DELMARVA PROPERTIES, INC.

ATTEST

By: _____ (SEAL)
Robert F. Brake, President

STATE OF VIRGINIA,
COUNTY OF KING WILLIAM, to wit:

I HEREBY CERTIFY that on this 25th day of January, 1995, before me, the subscriber, a notary public in and for the jurisdiction aforesaid, personally appeared ROBERT F. BRAKE, who is known to me (or satisfactorily proven) to be the person who signed the

within instrument and said person made oath in due form of law that said person is the President of Delmarva Properties, Inc., and that, as such, said person is duly authorized to execute the within instrument for the purposes therein contained, and said person acknowledged that said person executed the same as the act and deed of said Delmarva Properties, Inc.

AS WITNESS my hand and Notarial Seal.

Kerryann P. Whitehurst
Notary Public
My Commission expires: 8-3-95
(was commissioned as
Kerryann B. Ripper)

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MANAGEMENT AND MAINTENANCE DECLARATION
PERSIMMON HILLS IMPROVEMENT ASSOCIATION, INC.

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MANAGEMENT AND MAINTENANCE DECLARATION
PERSIMMON HILLS IMPROVEMENT ASSOCIATION, INC.

THIS MANAGEMENT AND MAINTENANCE DECLARATION (this "Declaration"), made the 21st day of November, 1994, by J.D. MURRAY (hereinafter referred to as "Declarant").

WITNESSETH:

1. Declarant is the owner of certain real property known as Persimmon Hills more particularly described in the subdivision plats described in Exhibit "A" attached hereto and made a part hereof (the "Record Plats"), located in St. Mary's County, Maryland, and more particularly described in Exhibit "B" attached hereto and made a part hereof (the "Community").

2. By a Declaration of Covenants, Conditions and Restrictions of even date herewith, intended to be recorded with this Declaration, the Declarant has subjected the Community to covenants for the purposes of preserving and enhancing property values and the general scheme of development in the Community by the imposition of architectural control, use restrictions and other covenants. In furtherance of the general scheme of development, this Declaration shall be supplementary to and not in lieu of said Declarations of Covenants.

3. The Declarant has deemed it desirable to create an association to which are delegated and assigned the powers and duties of (i) maintaining and administering certain areas and facilities located in the Community; (ii) administering and enforcing the within covenants and restrictions; and (iii) collecting and disbursing the charges and assessments for the maintenance and administration of such areas and facilities as hereinafter provided.

4. The Declarant has formed Persimmon Hills Improvement Association, Inc., a homeowners association as that term is defined in Title 11B of the Real Property Article, Annotated Code of Maryland, for the purposes of carrying out the powers and duties aforesaid.

NOW, THEREFORE, the Declarant hereby declares that the property described in the Record Plats shall be held, conveyed, hypothecated or encumbered, sold, leased, used and improved subject to the covenants, restrictions, easements, charges and liens (hereinafter sometimes referred to as "covenants" or "restrictions") hereinafter set forth which shall run with the Real Property described herein and be binding upon all parties having any right, title or interest in said Real Property or any part hereof, their heirs, personal representatives, successors and assigns:

ARTICLE I
DEFINITIONS

Section 1. "Association" means the PERSIMMON HILLS IMPROVEMENT ASSOCIATION, INC., a Maryland non-profit, non-stock corporation, its successors and assigns.

Section 2. "Board" means the Board of Directors of the Association.

Section 3. "Declaration" means this Declaration. This Declaration is the declaration referred to as the "Stormwater Management Facilities Easement and Maintenance Declaration" in the Articles of Incorporation of Persimmon Hills Improvement Association, Inc.

Section 4. "Stormwater Management Facilities" means any stormwater management structures or facilities installed by the Declarant in the Improvement Areas or on the Real Property.

Section 5. "Improvement Areas" means the real property (including the improvements thereon) described on the Record Plats as easement areas, drainage and access easements, utility easements, slope and drainage easements, stormwater easements, stormwater management construction and maintenance easements, owned or maintained by the Association pursuant to this Declaration for the common use and benefit of the Owners.

Section 6. "Member" means every person, group of persons, entity or entities who holds membership in the Association, including the Declarant.

Section 7. "Lot(s)" means any one or more of the numbered Lots numbered 1 through 52 inclusive, 54 through 71, inclusive and 81 through 98 inclusive, and Outparcel B, as shown on the Record Plats of Persimmon Hills.

Section 8. "Mortgage" means a mortgage, deed of trust or other security instrument and "Mortgagee" means a mortgagee, beneficiary, trustee or other holder of any of such instrument as security for the performance of an obligation.

Section 9. "Owner(s)" means the record owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the Real Property, including contract sellers, but excluding Mortgagees.

Section 10. "Real Property" means the real property described in the Record Plats.

Section 11. "Structure(s)" means and refers to (i) any thing or device the placement of which upon any Lot may affect the

appearance of any such Lot, including by way of illustration and not limitation, any building, patio, swimming pool, clothes line, antenna, fence, wall, landscaping, signboard, temporary or permanent living quarters (including any house trailer) or other temporary or permanent improvement to such Lot, (ii) any excavation, ditch, dam or other 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 (iii) any change in the grade of any Lot of more than six inches (6") from that existing at the time of purchase by each Owner. Excluded from the above shall be any Structure originally constructed or placed on the Real Property by the Declarant.

ARTICLE II
MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every Owner of a Lot which is subject to assessments 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 2. Classes of Voting Membership. 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 hold 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 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 equal the total votes outstanding in the Class B membership, or

(b) seven (7) years from the date of recordation of this Declaration; PROVIDED, HOWEVER, that if the Declarant is delayed in the improvement and development of the Real Property on account of a sewer, water or building permit moratorium or any other cause or event beyond the Declarant's control, then the aforesaid seven (7) year period shall be extended by a period of time equal to the length of the delay or three (3) years, whichever is less.

ARTICLE III
ANNEXATION OF ADDITIONAL PROPERTY

Section 1. Property Subject to Declaration. The real property which is, and shall be held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied and improved subject to this Declaration is located in the Fifth Election District of St. Mary's County, State of Maryland, and is shown on the Record Plats entitled "Confirmatory Plat, Persimmon Hills, Section 1, 46 Lots" recorded among the Land Records of St. Mary's County in Liber E.W.A. 36, Folio 5 and "Persimmon Hills, Section 11" recorded among the Land Records of St. Mary's County in Liber 36, Folio 2. No other real property shall be subject to this Declaration until the same is annexed pursuant to the provisions of Section 2 below, it being understood that the Declarant shall have the right to freely develop any real property owned by it and not annexed pursuant to the provisions of Section 2 in any fashion and for any use not prohibited by law or governmental regulation and shall have no obligation to develop any real property not so annexed, in accordance with any other scheme of development or plan.

Section 2. Annexation. The Declarant, without the assent of the Class A members, may annex to the Real Property all or any portion of the additional land located in St. Mary's County and more particularly described on "Exhibit B" attached to this Declaration; PROVIDED, HOWEVER, that in the event any portion of the Real Property has been approved for federally insured mortgage financing purposes by the Federal Housing Administration or the Veterans Administration, then the prior written consent of such approving agency to the annexation shall be required. Additional property outside the boundaries of the land described on Exhibit A may be annexed only with the consent of two-thirds (2/3) of the Class A and Class B members of the Association who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days and not more then sixty (60) days in advance of the meeting setting forth the purpose of the meeting. At the first such meeting, the presence of members or of proxies entitled to cast sixty percent (60%) of the votes of each class of membership shall constitute a quorum. If the required quorum is not present at any meeting, another meeting may be called, subject to the notice requirements set forth above, except that notice shall be sent to all members not less than fifteen (15) days nor more than sixty (60) days in advance of the meeting, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. Any annexations made pursuant to this Article, or otherwise, shall be made by recording an amendment to this Declaration among the Land Records of St. Mary's County, Maryland, which Amendment shall extend the scheme of the within covenants to

such annexed property. Such Amendment may contain such supplementary additions and modifications to the Declaration as may be necessary to reflect the different character or use, if any, of such annexed property.

Section 3. Deannexation. So long as there are any Class B Members, the Declarant may deannex any property from the Property for a period of five (5) years from the date of recordation of this Declaration. Such deannexed property shall no longer be subject to the covenants and restrictions of this Declaration except for any easements, rights, reservations, exemptions, power or privileges reserved to the Declarant pursuant to this Declaration which affect the deannexed property. Such deannexation shall be made by recording a Supplementary Declaration among the Land Records of Baltimore County, Maryland, withdrawing the effect of the covenants and restrictions of this Declaration from the deannexed property. Such deannexed property may be utilized by the Declarant, or any successor, assign or transferee thereof, for any lawful purpose or use.

So long as any Lot is encumbered by a deed of trust or mortgage which is guaranteed by the Veterans Administration, no deannexation shall be made pursuant to this Article, or otherwise, except following a determination by the Veterans Administration that the deannexation is not contrary to a general plan for the development of the community previously approved by the Veterans Administration or, if no such general plan was approved by the Veterans Administration, except following the prior written approval of the Veterans Administration.

ARTICLE IV
COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligations of Assessments. The Declarant, for each Lot owned within the Real Property, hereby covenants and agrees, and each Owner of a Lot by acceptance of a deed therefor, whether or not 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 any purpose; such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, late charges, costs of collection, and reasonable attorneys' fees, shall be a charge on the land and shall be a lien upon the Lot against which each such assessment is made, all in accordance with Section 14-201 et seq. of the Real Property Article of the Annotated Code of Maryland. Each such assessment, together with interest, late charges, costs of collection and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of the Lot(s) 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 for the following purpose: (a) to pay all administrative, managerial, legal, insurance and any other costs or expenses incurred by the Association in the operation of the Association; (b) for the use, improvement, maintenance, repair, and replacement of the Stormwater Management Facilities and Improvement Areas; (c) to pay for the cost of all utilities or utility services transmitted by or through one or more of the Stormwater Management Facilities and Improvement Areas and not separately metered and billed to each Lot Owner; (d) to pay any expenses of cutting the grass or otherwise maintaining the Stormwater Management Facilities and Improvement Areas whether or not such charges are to be paid by a Lot Owner or by the Association; (e) to provide an adequate reserve for maintenance, repair and replacement of the Stormwater Management Facilities and Improvement Areas; (f) to pay taxes and other governmental charges and assessments on the Stormwater Management Facilities and Improvement Areas, if any; and (g) to promote the health, recreation, and welfare of the residents in the Lots.

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 shall be Three Hundred Dollars ($300.00) per Lot per year, which shall be payable monthly, quarterly, semi-annually or annually, as determined by the Board.

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 each year in an amount not to exceed ten percent (10%) above the maximum annual assessment allowable for the previous year, the amount of such increase to be determined by the Board.

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 in an amount exceeding ten percent (10%) by an affirmative 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.

The Board of Directors may fix the annual assessment at an amount not in excess of the maximum without a vote of the membership.

Section 4. Class B Membership Assessment. The Class B Member shall be required to pay twenty-five percent (25%) of the annual assessment due on the Lots it owns and that have been annexed into the Association.

Section 5. Special Assessments. In addition to the annual assessments authorized above, the Association may levy special assessments for the purpose of defraying, in whole or in

part, the cost of any construction, reconstruction, repair or replacement of any Stormwater Management Facility and/or the Improvement Areas, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy at a meeting called for this purpose.

Section 6. Notice and Quorum for any Action Authorized under Sections 3 and 5. Written notice of any meeting called for the purpose of taking any action under Article V, Sections 3 or 5 of this Article 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 the votes of each class of membership shall constitute a quorum. If the required quorum is not present at any meeting, another meeting may be called subject to the same notice requirements set forth above, and the required quorum at any subsequent meeting shall be reduced to 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 7. Uniform Rate of Assessment. Both annual and special assessments shall be fixed at a uniform rate for all Lots, except as noted in Section 4 of this Article.

Section 8. Date of Commencement of Annual Assessments. The annual assessments shall commence as to all Lots on a date designated by the Board of Directors; provided, however, that the annual assessments shall commence on a date no later than the date of approval of the Stormwater Management Facilities and release thereof from any maintenance obligations by the appropriate authorities of St. Mary's County. 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 amount of annual assessment and the due date thereof shall be sent to every Owner subject thereto. 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 specific Lot have been paid. A properly executed Certificate of the Association as to the status of assessments or a Lot is binding upon the Association as of the date of its issuance.

Section 9. Remedies of the Association for Non-Payment of Assessments. Any assessment not paid within fifteen (15) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum and late charges not exceeding Fifteen Dollars ($15.00) or one-tenth (1/10th) of the total amount of the delinquent assessment or installment, whichever

is greater, provided the late charge may not be imposed more than once for the same delinquent payment. The Owner shall also be responsible for payment of all costs of collection and reasonable attorneys' fees incurred by the Association as a result of non-payment of the assessment amount. Subject to the provisions of Section 14 of this Article, the Association may bring an action at law against the Owner personally obligated to pay the same, or, establish and foreclose the lien against the Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his Lot.

Section 10. Notice of Lien. No action shall be brought to establish or foreclose an assessment lien or to proceed under the power of sale herein except in strict accordance with the Maryland Contract Lien Act.

Section 11. Foreclosure. The Declarant, for each Lot owned within the Real Property, hereby covenants, and each Owner of any Lot by acceptance of a deed for a Lot, whether or not so expressed in such deed, is deemed to covenant, agree and authorize the Association to foreclose on any recorded lien in accordance with the procedures relating to the foreclosure of mortgages as prescribed in the Maryland Rules of Procedure, as if the Association were the mortgagee and the Owner were the mortgagor.

Section 12. Curing of Default. In the event the Owner timely cures the default for which a notice of lien was filed, the Association may file or record, as the case may be, an appropriate release of such notice, upon payment by the defaulting Owner of a fee, to be determined by the Association, but not to exceed One Hundred Dollars ($100.00), to cover the costs of preparing and filing or recording such release.

Section 13. Cumulative Remedies. The assessment lien and the rights to foreclosure sale hereunder shall be in addition to and not in substitution for all other rights and remedies which the Association and its successors and assigns may have hereunder and by law, including a suit to recover a money judgment for unpaid assessments, as above provided.

Section 14. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any institutional Mortgagee providing purchase money financing in either the form of a single purchase money first mortgage or a combination purchase money first and purchase money second mortgage, such purchase money first and purchase money second mortgage combination designed to facilitate financing due to statutory lending limits which may prohibit financing of first mortgages in excess of certain dollar amounts. Sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessment as to payment 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.

Section 15. Notice to Mortgagees. Upon request, the Association shall notify the Mortgagee in writing of any first mortgage or any first deeds of trust on any Lot for which the assessment levied pursuant to this Declaration becomes delinquent for a period in excess of sixty (60) days and in any other case where the Owner of such Lot is in default with respect to the performance of any other obligation hereunder for a period in excess of sixty (60) days.

ARTICLE V
MAINTENANCE

Section 1. Improvement Areas. The Association shall be responsible for the improvement, replacement, reconstruction or care and maintenance of the Improvement Areas, including but not limited to, the maintenance of all Stormwater Management Facilities located or installed thereon.

Section 2. Reservation of Easements. Easements and rights-of-ways are hereby expressly reserved to the Association, in, over and under each Lot for (i) the right of ingress and egress over the Lot to the Improvement Areas and a right-of-way to install, construct, reconstruct, maintain, repair, operate and inspect any improvements, including any Stormwater Management Facilities, within said Improvement Areas; and (ii) for slope control, including grading, regrading, altering and planting slopes and preventing any activity which might interfere with slope ratios or which might create erosion of sliding problems, or might change, obstruct or retard drainage flow affecting the Improvement Areas. The Association, and its agents, employees, and contractors shall have the right to enter upon all parts of each Lot for any of the purposes for which said easements and rights-of-way are reserved, including clearing timber, trees or shrubs, or any Structure erected on or laid within the Improvement Areas. No charge, claim or demand may be made against the Association or such parties for any or all activities in the exercise of the rights herein granted.

Section 3. Limitation on Use of Improvement Areas. In all Improvement Areas, no Structure or planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of improvements therein or which may change the directional flow of drainage channels or Stormwater Management Facilities or obstruct or retard the flow of water through drainage channels or Stormwater Management Facilities. Notwithstanding the powers and duties of the Association specified herein, the Owner of any Lot on which all or any part of an Improvement Area is located shall be responsible for normal and ordinary maintenance, including but not limited to, ordinary grass cutting, in accordance with any requirements of St. Mary's County

and the requirements set forth in Exhibit "C" attached hereto and made a part hereof.

Section 4. Individual Lots. Except as specifically provided herein, the Owner of each Lot shall otherwise be responsible for the care, maintenance, repair and replacement of his Lot, dwelling and all improvements situate thereon, therein and thereunder.

ARTICLE VI
POWERS AND DUTIES OF THE ASSOCIATION

Section 1. Limitation on Powers and Duties. The Association shall not have the power and/or the duty to enforce the Declaration of Covenants, Conditions and Restrictions of even date herewith, unless the Association is specially assigned such powers and obligations by the Declarant as provided therein.

Section 2. Additional Powers and Duties. In addition to the powers and duties enumerated in its Articles of Incorporation, and By-Laws, or elsewhere provided for herein, and without limiting the generality thereof, the Association shall: (a) maintain, improve, construct, reconstruct (in the event of deterioration or destruction), alter or amend all of the Improvement Areas and all facilities, improvements and landscaping thereon, and all property acquired by the Association, and to pay all the costs thereof as may be required in the Association's sole discretion; (b) maintain such policy or policies of insurance on the Improvement Areas as the Board of Directors of the Association deems necessary or desirable in furthering the purposes of and protecting the interests of the Association and its members; and (c) enforce applicable provisions of this Declaration and the By-Laws of the Association and establish and enforce rules and regulations (including imposition of fines for violations thereof) pertaining to the maintenance and use of the Improvement Areas, as may be necessary in the Association's sole discretion.

Section 3. Maintenance of Records. The Association shall maintain adequate books and records and any member, Owner and Mortgagee shall have the right to examine the books and records of the Association during regular business hours and upon reasonable notice.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Enforcement. The Association, by and through its Board of Directors, 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. In the event the Association institutes legal action to compel

enforcement, it shall be entitled to recover all court costs and reasonable attorneys' fees incurred from the violating Owner. 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.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term until December 31, 1999, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first term by an instrument signed by not less than ninety percent (90%) of the Lot Owners and after the first term, by an instrument signed by not less than seventy-five (75%) percent of the Lot Owners. To be effective, any amendment(s) must be properly recorded among the Land Records. Notwithstanding the foregoing, this Declaration shall not be amended without the written consent of seventy-five percent (75%) of the first Mortgagees and seventy-five percent (75%) of the Lot Owners to permit the Association or the Lot Owners to: (a) by act or omission, seek to abandon or terminate the Association or the provisions of this Declaration relating to Improvement Area maintenance; (b) change the method of determining the obligations or assessments which may be levied against an Owner; (c) by act or omission, seek to abandon, partition, subdivide, encumber, or transfer all or any portion the Improvement Areas, provided, however, that the grant of easements for public utilities or for other public purposes shall not be deemed a transfer within the meaning of this clause; (d) use hazard insurance proceeds for losses to the Improvement Areas for other than the repair, replacement or reconstruction of such improvements in the Improvement Areas, except as provided by statute.

Section 4. FHA/VA Approval. Anything set forth in Section 3 of this Article to the contrary notwithstanding, the Declarant shall have the absolute unilateral right, power and authority to modify, revise, amend or change any of the terms or provisions of this Declaration, as from time to time amended or supplemented. This unilateral right, power and authority of the Declarant may be exercised only if either the Veterans Administration or the Federal Housing Administration or any successor agencies thereto or any one or more other Federal, state or local government agencies shall require such action as a condition precedent to the approval by such agency, of the Properties or any part thereof or any Lots thereon, for Federally approved mortgage financing purposes under applicable Veterans Administration, Federal Housing Administration or similar programs. If the Veterans Administration or any successor agencies approve

the Properties or any parts thereof or any Lots thereon for Federally approved mortgage financing purposes, thereafter any amendments to the Declaration made during any period of time when there are Class B members shall also require the prior consent of the agency giving such approval.

IN WITNESS WHEREOF the Declarant has duly executed this Declaration the day and year first above written.

WITNESS:

J.D. Murray

STATE OF Maryland, CITY/COUNTY OF Talbot, TO WIT:

I HEREBY CERTIFY, that on this 19th day of March, 19 91, before me, personally appeared J.D. MURRAY known to me (or satisfactorily proven) to be the person described in the foregoing instrument, and acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(SEAL)
NOTARY PUBLIC

My Commission Expires:

6 13 95

CONSENT OF THE OWNER OF LOT NO. 6

The undersigned Owner of Lot No. 6 in Persimmon Hills, Section One, pursuant to a certain Deed dated August 4, 1991, and recorded among the Land Records of St. Mary's County, made by J.D. Murray, Grantor therein, do hereby (i) consent to the terms and conditions of the Management and Maintenance Declaration (the "Maintenance Declaration"); and (ii) subject its fee simple interest in and to Lot No. 6 of Persimmon Hills, Section One; and (iii) declare that Lot No. 6 shall be held, transferred, sold, conveyed and occupied subject to the legal operation and effect of the Maintenance Declaration. Notwithstanding any language herein to the contrary, the Owner of Lot 6 shall not be a member of the Association created in the Maintenance Declaration, nor shall Lot 6 be subject to greater restrictions then set forth in the Deed from J.D. Murray to The Vestry of St. John's United Episcopal Church as recorded in Book 615, Page 0089 of the Land Records of St. Mary's County,

Maryland. Nonetheless, this Consent signifies that the Owner of Lot 6 shall share in the expenses relating to the Stormwater Management Structures serving the Persimmon Hills Subdivision provided, however, such financial obligation is limited to its prorata share. Should Lot 6 revert to J.D. Murray, or should Lot 6 be sold for non "church" purposes, then Lot 6 shall be subject to all of the terms and conditions of the Maintenance Declaration for all purposes.

WITNESS:

The Vestry of St. John's United Episcopal Church, a Maryland religious corporation

By: _____

STATE OF MARYLAND, COUNTY OF _____, to wit:

I HEREBY CERTIFY, that on this _____ day of _____, 19_____, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared _____, who acknowledged himself to be the _____ of The Vestry of St. John's United Episcopal Church, and that he as such _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing, in my presence, the name of The Vestry of St. John's United Episcopal Church by himself as _____.

AS WITNESS my hand and Notarial Seal.

_____
Notary Public

My Commission Expires: _____

I HEREBY CERTIFY that this Declaration was prepared or caused to be prepared by the undersigned, an attorney admitted to practice before the Court of Appeals of Maryland.

_____
CYNTHIA K. HITT

EXHIBIT "A"

Description of the Record Plats of the Community.

1. All that tract of land platted as 92.01 acres, more or less of land more particularly described in the plat entitled "Confirmatory Plat, Persimmon Hills, Section I, 46 Lots" recorded among the Plat Records of St. Mary's County, Maryland in Liber E.W.A. 36, Folio 5.

2. All that tract of land platted as 111.73 acres, more or less of land more particularly described in the plat entitled "Persimmon Hills, Section II" recorded among the Plat Records of St. Mary's County, Maryland in Liber E.W.A. 36, Folio 2.

EXHIBIT "B"

LEGAL DESCRIPTION

Beginning for the same at a point in the northerly right-of-way line of Maryland State Route #5, a variable width right-of-way as shown on SRC Plats #29075 through #29077. Said beginning point being further described as being the most southerly corner of a tract or parcel of land standing in the name of John C. Moreland as recorded among the Land Records of St. Mary's County, Maryland in Liber MRB 136, at Folio 213. Said beginning point being even further described as being the most westerly corner of the herein described. Thence leaving the beginning point so fixed and running and binding on the said Moreland outline the following nineteen courses and distances, (1) North 71 deg. 08' 44" East 226.84 feet to an eighteen inch oak tree. Thence, (2) North 79 deg. 20' 44" East 386.96 feet to an eighteen inch oak tree, thence (3) South 79 deg. 13' 39" East 213.57 feet to a twelve inch beech tree, thence (4) North 66 deg. 43' 54" East 424.67 feet to a twelve inch dead maple, thence (5) South 88 deg. 38' 08" East 348.81 feet to a 36 inch poplar, thence (6) South 65 deg. 13' 07" East 63.91 feet to a 24 inch dead maple, thence (7) North 75 deg. 52' 54" East 208.78 feet to an eighteen inch gum tree, thence (8) North 33 deg. 22' 31" East 187.91 feet to a point in the centerline of a four foot wide stream. Thence running generally with the centerline of said steam the following eleven courses and distances, (9) North 10 deg. 54' 51" East 101.44 feet, (10) North 21 deg. 37' 39" West 165.61 feet, (11) North 05 deg. 38' 20" East 479.37 feet, (12) North 45 deg. 52' 54" East 220.05 feet, thence (13) North 59 deg. 20' 06" East 391.38 feet, (14) North 46 deg. 13' 21" East 147.19 feet, (15) North 18 deg. 32' 04" East 121.50 feet, (16) North 53 deg. 25' 54" East 348.94 feet, (17) North 69 deg. 12' 59" East 217.97 feet, (18) North 09 deg. 33' 11" West 176.63 feet, (19) North 46 deg. 34' 02" East 181.55 feet to a small maple tree in the corner of an old rail and wire fence marking the most southerly corner of a tract or parcel of land now or formerly standing in the name of James Harold Burroughs as recorded in the aforementioned Land Records in Liber MRB 38 at Folio 464. Thence leaving the said Moreland outline and running and binding on said Burroughs outline and with said old fence the following five courses and distances, (20) North 75 deg. 00' 44" East 259.69 feet to an eighteen inch Beech tree, thence (21) North 78 deg. 53' 37" East 190.36 feet to a twenty-four inch beech tree. Thence (22) North 83 deg. 59' 54" East 282.20 feet to a point. Thence (23) North 77 deg. 30' 19" East 179.20 feet to a point. Thence, (24) North 68 deg. 28' 09" East 493.30 feet to a point in the northerly outline of a tract or parcel of land now or formerly standing in the name of Cleopatra Curtis as recorded among the aforementioned Land Records of Liber DBK 206 at Folio 229. Thence leaving the said Burroughs outline and running and binding on the said Curtis outline the following nine courses and distances, (25) South 18 deg. 57' 31" West 158.25 feet to a point. Thence (26) South 42 deg. 46' 46"

West 151.62 feet to a point, Thence (27) South 22 deg. 58' 25" West 90.30 feet to a point, thence (28) South 34 deg. 36' 25" West 269.50 feet to a painted twenty-four inch beech tree, thence (29) South 01 deg. 56' 25" West 271.00 feet to a point. Thence (30) South 13 deg. 37' 35" East 170.40 feet to a point. Thence (31) South 19 deg. 50' 35" East 81.90 feet to a point, thence (32) South 01 deg. 28' 25" West 253.30 feet to a point. Thence (33) South 22 deg. 59' 40" East 176.17 feet to a twenty-four inch oak tree marking a northwesterly corner of a tract or parcel of land now or formerly standing in the name of Norman Taylor as recorded among the aforementioned Land Records in Liber MRB 232 at Folio 61. Thence leaving the said Curtis outline and running and binding on the said Taylor outline and across a fifty foot right-of-way leaving from Maryland State Route #5 through the lands of the herein described to the said Norman Taylor tract. Said right-of-way being recorded among the Land Records of St. Mary's County, Maryland, in Liber DBK 174, at Folio 496, (34) South 09 deg. 24' 22" East 72.33 feet to a point in the Southerly right-of-way line of said 50 foot right-of-way. Thence running and binding on said southerly right-of-way line (35) South 58 deg. 41' 02" West 37.87 feet to an iron pipe found. Thence leaving said right-of-way line and running and binding on the said Taylor outline the following twenty-nine courses and distances, (36) South 43 deg. 04' 53" East 2,125.02 feet, (37) North 53 deg. 15' 59" East 151.00 feet, (38) North 30 deg. 13' 59" East 141.00 feet, (39) North 44 deg. 39' 08" East 177.00 feet, (40) North 60 deg. 28' 59" East 115.00 feet, (41) North 43 deg. 22' 59" East 115.00 feet, (42) North 53 deg. 55' 59" East 96.00 feet, (43) North 62 deg. 35' 59" East 80.00 feet, (44) North 37 deg. 00' 59" East 191.00 feet, (45) North 17 deg. 31' 59" East 85.00 feet, (46) North 60 deg. 55' 59" East 126.00 feet, (47) South 84 deg. 25' 01" East 136.00 feet, (48) North 70 deg. 57' 59" East 116.00 feet, (49) North 40 deg. 06' 59" East 165.00 feet, (50) North 45 deg. 21' 59" East 130.00 feet, (51) North 31 deg. 05' 59" East 240.00 feet, (52) North 23 deg. 42' 01" West 133.50 feet, (53) North 58 deg. 40' 59" East 129.40 feet, (54) North 56 deg. 04' 59" East 50.00 feet, (55) North 59 deg. 37' 59" East 194.00 feet, (56) North 58 deg. 32' 59" East 145.00 feet, (57) North 51 deg. 48' 59" East 165.00 feet, (58) North 71 deg. 01' 59" East 76.00 feet, (59) North 50 deg. 02' 59" East 94.00 feet, (60) North 77 deg. 15' 59" 165.00 feet, (61) North 72 deg. 03' 59" East 203.00 feet, (62) North 75 deg. 02' 59" East 154.00 feet, (63) North 76 deg. 29' 59" East 274.00 feet, (64) North 76 deg. 30' 08" East 172.13 feet to a point marking the most westerly corner of a tract or parcel of land now or formerly standing in the name of Herman Wood as recorded among the aforementioned Land Records in Liber 14, at Folio 129. Thence leaving the said Taylor outline and running and binding on the said Wood outline the following four courses and distances, (65) South 20 deg. 41' 29" West 896.86 feet, (66) South 08 deg. 38' 22" West 722.39 feet, (67) South 22 deg. 04' 25" East 359.81 feet, (68) South 07 deg. 06' 57" East 1,763.27 feet to a point marking the northwesterly corner of a tract or parcel of land now or formerly standing in the name of Effie

Wood as recorded among the aforementioned Land Records in Liber 18 at folio 494. Thence leaving the said Herman Wood outline and running and binding on the said Effie Wood outline of the following seven courses and distances (69) South 48 deg. 37' 26" West 468.00 feet, (70) South 28 deg. 23' 32" West 105.55 feet, (71) South 57 deg. 54' 11" East 182.98 feet, (72) South 27 deg. 22' 32" West 524.33 feet, (73) South 16 deg. 45' 41" West 133.65 feet, (74) South 19 deg 03' 18" East 193.13 feet, (75) South 20 deg. 40' 07" East 213.16 feet to a point in the westerly outline of a tract or parcel of land now or formerly standing in the name of Phillip Long. Thence leaving the said Effie Wood outline and running and binding on the said Long outline the following twelve courses and distances, (76) South 85 deg. 47' 18" West 304.47 feet, (77) South 86 deg. 47' 10" West 934.48 feet, (78) North 37 deg. 53' 57" West 578.57 feet, (79) North 41 deg. 19' 43" West 240.57 feet, (80) North 41 deg. 18' 15" West 231.90 feet, (81) North 46 deg. 49' 26" West 211.89 feet, (82) North 51 deg. 24' 16" West 521.88 feet, (83) North 48 deg. 12' 31" West 40.70 feet, (84) North 48 deg. 35' 23" West 242.09 feet, (85) North 39 deg. 58' 07" West 116.26 feet, (86) North 39 deg. 32' 35" West 279.44 feet, (87) North 61 deg. 30' 36" West 245.73 feet to a point marking the most northerly corner of a tract or parcel of land now or formerly standing in the name of J. Stanton Guy, Thence leaving the said Long outline and running and binding on the said Guy outline the following nine courses and distances, (88) North 89 deg. 46' 58" West 1,548.48 feet, (89) North 86 deg. 39' 48" West 457.07 feet, (90) North 88 deg. 53' 34" West 229.47 feet, (91) North 73 deg. 34' 40" West 291.58 feet (92) North 86 deg. 37' 22" West 211.00 feet, (93) North 87 deg. 17' 22" West 367.00 feet, (94) North 86 deg. 25' 22" West 214.00 feet, (95) South 70 deg. 36' 38" West 190.00 feet, (96) South 77 deg. 30' 38" West 34.06 feet to a point in the aforementioned northerly right-of-way line of Maryland State Route #5. Thence leaving the said Guy parcel and running and binding on the said Maryland State Route #5 right-of-way line the following twelve courses and distances, (97) North 27 deg. 02' 22" West 171.06 feet, (98) North 51 deg. 24' 34" West 150.33 feet, (99) North 71 deg. 49' 24" West 109.66 feet, (100) North 58 deg. 54' 19" West 101.98 feet, (101) North 47 deg. 35' 44" West 950.00 feet, (102) North 28 deg. 18' 20" West 105.94 feet, (103) North 47 deg. 35' 44" West 100.00 feet, (104) North 60 deg. 43' 46" West 154.03 feet, (105) North 47 deg. 35' 44" West 100.00 feet, (106) North 36 deg. 17' 08" West 101.98 feet (107) North 44 deg. 43' 59" West 200.25 feet, (108) North 47 deg. 35' 44" West 27.67 feet to the point and place of beginning containing a total of 552.00 acres, more or less.

Being a portion of a larger tract or parcel of land conveyed unto the C. G. Fox Lumber Company, Inc., a North Carolina Corporation by deed dated May 17, 1954, from the In-Land Sales and Development Corporation as recorded among the Land Records of St. Mary's County, Maryland, in Liber CBG 50 at Folio 253.

Being subject to a fifty foot right-of-way leading from Maryland State Route #5 through the lands of the grantor herein

as recorded among the Land Records of St. Mary's County, Maryland, in Liber DBK 174 at Folio 496 and also being subject to a 100 foot wide SMECO right-of-way easement as recorded among the Land Records of St. Mary's County, Maryland in Liber DBK 156 at Folio 465. Also being subject to all other easements and rights-of-way easement as recorded among the Land Records of St. Mary's County, Maryland.

SAVING AND EXCEPTING all of that real property described in Exhibit "A" hereto already subjected to the foregoing Management and Maintenance Declaration.

EXHIBIT "C"

1. The OWNER(S) covenants and agrees that OWNER shall provide for the maintenance of the stormwater management facility to ensure that the facility is and remains in proper working condition in accordance with approved design standards, rules and regulations, and applicable laws. The OWNER(S) shall perform the following as part of regular maintenance:

   a. Routine inspection of trench surface, underground portion of trench (via the 4" observation well), and grass buffers in spring (April) and Fall (September) and after each major storm.

   b. Grass buffers to be mowed once (minimum) each month between April and September.

   c. Rehabilitate trench surface when ponding becomes evident.

   d. Rehabilitate underground trenches when trench fails to drain in three (3) days.

   e. Maintenance of stormwater facilities shall be in accordance with the Inspection and Maintenance Agreement with St. Mary's County for Private Stormwater Management Facilities and shall be the responsibility of the OWNER(S) and/or his successors and assignees.

   f. Trench and swale maintenance, such as grass cutting and debris removal shall be the responsibility of the OWNER(S). OWNER(S) shall discourage the off-road parking along swale areas, especially during wet periods when the swale grasses and underlying soils are most vulnerable to damage. The OWNER(S) is not to remove the check or trench dams. Such activities can alter the drainage configuration of the swale area and kill the vegetation that stabilizes it and provides natural treatment of runoff.

   g. After grass has become established in grass lined channels, the mowing of the channel should not damage the grass. Permanent channels shall be mowed periodically to maintain their capacity.

   h. If sediment is deposited in the stormwater management facility it shall be removed promptly to prevent damage to the facility.

RETURN TO:
NAME: [illegible]
ADDRESS: [illegible]
[illegible], MD [illegible]
ATTN: MR. [illegible]

RECORDING FEE 25.00
TOTAL 25.00
Rec# 9403 Rcpt # 2730
EMA NB Blk # 113
Apr 03, 1995 03:57 PM

INFORMAL RESOLUTION
OF THE BOARD OF DIRECTORS AND DECLARANT
OF
CHESTNUT HILLS HOMEOWNERS' ASSOCIATION, INC.
(Amending Architectural Regulations and Appointing Board Member)

The undersigned, constituting all of the members of the Board of Directors of CHESTNUT HILLS HOMEOWNERS' ASSOCIATION, INC., a Maryland corporation (the "Corporation"), in accordance with Section 2-408(c) of the Corporations and Associations Article of the Annotated Code of Maryland, 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:

WHEREAS, pursuant to Article IV, Section 12(d) and (r) of the Bylaws and pursuant to the Declaration, the Board of Directors have the authority to adopt rules and regulations concerning architectural standards for all improvements, modifications or alterations to lots in the subdivision; and

WHEREAS, 6.02 of the *Chestnut Hills Design and Construction Standards* provides that the minimum finished floor area of a single story residence shall be 1,800 square feet of heated living space, 2,000 square feet for a 2-story house, or as may be established by the Architectural Board for any specific site and the Board of Directors wishes to amend this provision to provide for the minimum square feet to be 1,700 and 1,800 square feet respectively;

WHEREAS, the office of President has become vacated and the Board of Directors wish to fill said vacancy;

NOW THEREFORE, BE IT:

RESOLVED, that Joel Mostrum is hereby elected and appointed as President of the Corporation to hold said office until his successor is appointed and any and all acts

previously taken by Joel Mostrum in his capacity as President are hereby ratified and confirmed;

RESOLVED, that Section 6.02 of the *Chestnut Hills Design and Construction Standards* is deleted in its entirety and there is inserted in lieu thereof the following:

> **6.02. Floor Area:**
> The minimum finished floor area of a single story residence shall be 1,700 square feet of heated living space, 1,800 square feet for a 2-story house, or as may be established by the Architectural Board for any specific site, or section of Chestnut Hills.

This Informal Action of the Board of Directors may be executed in counterparts.

WITNESS the hands and seals of the Directors as of this 13th day of March, 1995.

Joel Mostrum SEAL
Joel Mostrum

David Clay SEAL
David Clay

SEAL
David Painter

APPROVAL BY DECLARANT AND APPOINTMENT OF DIRECTOR

The undersigned Declarant hereby executes this document to evidence its assent to the amendment of the aforesaid architectural regulations and to confirm its appointment of Joel Mostrum to the Board of Directors replacing Robert F. Brake pursuant to Article IV, Section 1, of the By-Laws of Chestnut Hills Homeowners' Association, Inc.

Delmarva Properties, Inc.

By: David E. Clay SEAL
DAVID E. CLAY, VICE PRESIDENT

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030795 13:30

Dugan & McKissick, L.L.C.

BOOK 0003 PAGE 0147

ELIZABETH MANOR HOMEOWNERS' ASSOCIATION, INC.
DISCLOSURES PURSUANT TO THE
MARYLAND HOMEOWNERS ASSOCIATION ACT
FOR
ELIZABETH MANOR SUBDIVISION

March 6, 1995

(1) The name, principal address and phone number of the vendor/declarant are:

William L. Callaway
Lorraine L. Callaway
301 Pine Road
Fort Washington, MD 20744
(301) 292-1596

RECORDING FEE 30.00
TOTAL 30.00
Rec# 5763 Rcpt # 2660
CHA NO BLK # 323
10:17 am

(2) The name of the Homeowners Association is: **ELIZABETH MANOR HOMEOWNERS' ASSOCIATION, INC.** (a Maryland Non-Stock, Non-Profit Corporation). The name and address of the resident agent of the Homeowners Association is **William L. Callaway, 301 Pine Road, Fort Washington, Maryland 20744.**

(3) (i) The property is located in the First Election District of St. Mary's County, Maryland and is shown more fully on that plat prepared by D.H. Steffens Co., entitled Section Two "Elizabeth Manor" as recorded among the Plat Records of St. Mary's County, Maryland at Liber M.R.B. No. 029, Folio 095, and that plat entitled "Resubdivision of Minor Subdivision "Elizabeth Manor", as recorded among the aforesaid Plat Records at Liber M.R.B. No. 23, folio 002. The minimum and maximum lots currently planned or permitted for the development is 12. (ii) The vendor does not intend to dedicate any contiguous property to public use.

(4) It is currently not anticipated that the development will become part of another development.

(5) The rights of the declarant to annex any additional property, if any, are set forth in the Declaration of Covenants, Conditions & Restrictions of Elizabeth Manor Minor Subdivision recorded among the Land Records of St. Mary's County, Maryland at Liber M.R.B. No. 174, folio 455.

(6) Attached is a copy of the:

(i) The articles of incorporation;

(ii) The bylaws and rules of the primary development and of other related developments to the extent reasonably available, to which the purchaser shall become obligated on becoming an owner of the lot.

(iii) The Declaration, and all recorded covenants and restrictions of the primary development and of other related developments to the extent reasonably available, to which the purchaser shall become obligated on becoming an owner of the lot, are recorded among the Land Records of St. Mary's County, Maryland, including but not limited to, the Declaration recorded at Liber E.W.A. 174, folio 455, (the "Declaration")

NOTE THAT THESE DOCUMENTS IMPOSE OBLIGATIONS WHICH ARE ENFORCEABLE AGAINST THE OWNER AND TENANT.

(7) The Association will own that common area described as: the access roads containing 3.725 acres and the community lot containing 1.517 acres as shown on the aforementioned subdivision plats.

(8) Information concerning zoning and other land use requirements affecting the development can be

found at the St. Mary's County Office of Planning and Zoning, located in Leonardtown, and various affiliated county and state agencies, including: the Department of Public Works; the Health Department, etc.

(9) Pro-rated assessments for the current year may be required at the time of closing, once said assessments are established. The mechanism for the determination, assessment, collection, and consequences of nonpayment of assessments or fees is set forth in the Articles, Declaration and Bylaws of the homeowners association.

(10) No funds are to be collected at settlement for contribution to the homeowners association other than prorated fees or assessments.

(11) Any special rights or exemptions reserved by or for the benefit of the declarant or the vendor are contained in Articles, Declaration and Bylaws of the Association.

William L. Callaway

William L. Callaway

Lorraine L. Callaway

Lorraine L. Callaway

STATE OF MARYLAND, CHARLES COUNTY, to wit:

I HEREBY CERTIFY, that on this 6th day of March, in the year one thousand nine hundred and ninety-five, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William Lee Callaway and Lorraine L. Callaway, known to me or satisfactorily proven to me to be the persons set forth above and they acknowledged to me that they executed the foregoing instrument for the purposes therein contained.

As Witness my hand and Notarial Seal.

NOTARY PUBLIC
My Commission Expires: July 1, 1995

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030295 12:15

Dugan & McKissick, L.L.C.

BOOK 0003 PAGE 0149

INFORMAL ORGANIZATIONAL ACTION OF THE BOARD OF DIRECTORS OF ELIZABETH MANOR HOMEOWNERS' ASSOCIATION, INC.

As of 6/27, 1994

The undersigned, constituting all of the members of the Board of Directors of ELIZABETH MANOR HOMEOWNERS' ASSOCIATION, INC., a Maryland corporation (the "Corporation"), in accordance with Section 2-408(c) of the Corporations and Associations Article of the Annotated Code of Maryland, 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 Amended Articles of Incorporation of this Corporation filed with the State Department of Assessments and Taxation and filed herewith and incorporated by reference herein be and the same are hereby approved and accepted.

RESOLVED, that the By-Laws submitted and filed in the corporate record book with these resolutions be and the same hereby are adopted as and for the By-Laws of this Corporation, and that the Secretary be and hereby is instructed to cause the same to be inserted in the Minute Book immediately following the copy of the Articles of Incorporation.

RESOLVED, that the following person is hereby elected to be the officers of this Corporation to serve until his respective successors are chosen and qualify:

NAME	OFFICE
William L. Callaway	**President**
Lorraine L. Callaway	**Treasurer/Secretary**
Greg L. Callaway	**Vice-President**

RESOLVED, that for the purpose of authorizing the Corporation to do business in any state, territory or dependency of the United States or any foreign country in which it is necessary or expedient for this Corporation to transact business, the proper officers of this Corporation are hereby authorized to appoint and substitute all necessary agents or attorneys for service of process, to designate and change the location of all necessary statutory offices, and under the corporate seal to make and file all necessary certificates, reports, powers of attorney and other instruments as may be required by the laws of such state, territory, dependency or country, to authorize the Corporation to transact business therein and whenever it is expedient for the Corporation to cease doing business therein and withdraw therefrom, to revoke any appointment or agent or attorney for service of process, and to file such certificates, reports, revocations of appointment, or surrender of authority of the Corporation to do business in any such state, territory, dependency or country.

RESOLVED, that this Corporation open a bank account with Maryland Bank & Trust Company and that any officer of the Corporation is authorized to sign checks and negotiable instruments.

RESOLVED, that the Secretary of this Corporation is authorized and directed to deliver and certify to the bank a copy of these resolutions, together with a certificate setting forth the names and certifying signatures of the present officers of this corporation, and certifying the signatures of persons other than officers of this Corporation who are authorized to sign as above set forth, and the bank shall be free from all liability and fully protected on such certificates of the Secretary and shall be indemnified and saved harmless from any claims, demands, expenses, loss or damage resulting from or growing out of honoring the signature of any officer so certified, or refusing to honor any signature not so certified until the actual receipt by the Bank of a written notice

purporting to be under the seal of this Corporation and purportedly signed by the President or Secretary of this Corporation notifying the Bank of any change of such officers or other authorized signers.

RESOLVED, that any and all actions taken or contracts entered into heretofore by an officer and/or director for the Corporation, either as officer and/or director, as well as any and all actions taken or contracts entered into by said persons as individuals, acting for the Corporation, be and the same are hereby ratified, approved and confirmed by the Corporation, and all such contracts adopted as though said individual had at such time full power and authority to act for the Corporation and in the same manner as if each and every act had been done pursuant to the specific authorization of the Corporation.

This Informal Action of the Board of Directors may be executed in counterparts.

WITNESS the hands and seals of the Directors as of the day and year above written.

William L. Callaway SEAL
William L. Callaway

Lorraine L. Callaway SEAL
Lorraine L. Callaway

SEAL
Greg L. Callaway

BDM C:\FORMS\HOA\ELIZMANO.R\INFOORG.EM
050994 12:59

BOOK 0003 PAGE 0151

Duggan & McKissick, L.L.C.

STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION

APPROVED FOR RECORD
6-27-94 at 10:09a.

'94 JUN 27 AM 10 13

AMENDED ARTICLES OF INCORPORATION

OF

ELIZABETH MANOR HOMEOWNERS ASSOCIATION, INC.

THIS IS TO CERTIFY:

That, I, the subscriber, WILLIAM L. CALLAWAY, whose address is 301 Pine Road, Ft. Washington, Maryland 20744, 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 Amended Articles of Incorporation, said Amendment being done prior to the organizational meeting of the Board of Directors.

ARTICLE I
NAME

The name of the Corporation is **ELIZABETH MANOR HOMEOWNERS ASSOCIATION, INC.**, hereinafter called the "Association".

ARTICLE II
PRINCIPAL OFFICE

The principal office of the Association is located at 301 Pine Road, Ft. Washington, Maryland 20744.

ARTICLE III
RESIDENT AGENT

The name and post office address of the Resident Agent of the Association in the State of Maryland shall be: William L. Callaway, 301 Pine Road, Ft. Washington, Maryland 20744.

ARTICLE IV
PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain, the 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 First Election District in the County of St. Mary's, State of Maryland, which is more particularly described as:

41788539

1. (i) Lots 7, 8, 9, 10, 11 and 12;
   (ii) Will's Road;
   (iii) and that area described as a "PRIVATE 50' R/W FOR ACCESS TO WATER FOR LOTS 7 THROUGH 12,"

All as shown on Plat by D. H. Steffens Co., entitled Section Two, "Elizabeth Manor", said plat being recorded in Plat Liber M.R.B., No. 029, Folio 095, among the Plat Records of St. Mary's County, Maryland; and

2. (i) Lots 1, 2, 3, 4, 5, and 6;
(ii) a community Lot containing 1.517 acres; and
(iii) access roads containing 3.725 acres;
All as shown on a Plat by D. H. Steffens Co., entitled Resubdivision of Minor Subdivision "Elizabeth Manor", said Plat being recorded in Plat Liber M.R.B. No. 23, Folio 002, among the Plat Records of St. Mary's County, Maryland.

BEING a portion of the land conveyed unto William L. Callaway and Lorraine L. Callaway, his wife, by Deed dated December 21, 1968, and recorded among the Land Records at St. Mary's County at Liber D.B.K. 147, Folio 140.

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 of Elizabeth Manor Minor Subdivision recorded among the Land Records of St. Mary's County, Maryland at Liber M.R.B. 174, Folio 495, hereinafter called the "Declaration," applicable to the property, 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, covey, 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 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 become 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 when the Declarant identified

in the Declaration have sold their last lot in the subdivision.

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. William L. Callaway
   301 Pine Road
   Ft. Washington, Maryland 20744

2. Lorraine Callaway
   301 Pine Road
   Ft. Washington, Maryland 20744

3. Greg L. Callaway
   301 Pine Road
   Ft. Washington, Maryland 20744

At the first annual meeting after the organization of the Association, the members shall elect three (3) Directors for a term of two (2) 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.

WILLIAM L. CALLAWAY

STATE OF MARYLAND
COUNTY OF St. Mary's, to wit:

I HEREBY CERTIFY, that on this 20th day of June, 1994, before me, a Notary Public of the State and County aforesaid, personally appeared WILLIAM L. CALLAWAY and he acknowledged the foregoing Amended Articles of Incorporation to be his act.

WITNESS my hand and Notarial Seal.

Notary Public
My Commission expires: 7/5/96

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050994 13:04

STATE OF MARYLAND
WILLIAM DONALD SCHAEFER
Governor
LLOYD W. JONES
Director
PAUL B. ANDERSON
Administrator

BOOK 0003 PAGE 0156

Department of Assessments and Taxation
CHARTER DIVISION
Room 809
301 West Preston Street
Baltimore, Maryland 21201

DOCUMENT CODE 10 3.9. BUSINESS CODE 04 COUNTY 66

D3637840 ___ P.A. ___ Religious ___ Close ___ Stock X Nonstock

Merging (Transferor) _____

Surviving (Transferee) _____

CODE	AMOUNT	FEE REMITTED
10		Expedited Fee
20	20	Organ. & Capitalization
61	20	Rec. Fee (Arts. of Inc.)
62		Rec. Fee (Amendment)
63		Rec. Fee (Merger, Consol.)
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	11	1 Certified Copy 5
56		Penalty
54		For. Supplemental Cert.
53		Foreign Resolution
73		Certificate of Conveyance
75		Special Fee
80		For. Limited Partnership
83		Cert. Limited Partnership
84		Amendment to Limited Partnership
85		Termination of Limited Partnership
21		Recordation Tax
22		State Transfer Tax
23		Local Transfer Tax
31		____ Corp. Good Standing
NA		Foreign Corp. Registration
87		____ Limited Part. Good Standing
71		Financial
600		____ Personal Property Reports and late filing penalties
70		Change of P.O., R.A. or R.A.A.
91		Amend/Cancellation, For. Limited Part.
99		Art. of Organization (LLC)
98		LLC Amend, Diss, Continuation
97		LLC Cancellation
96		Reg. Foreign LLC
94		Foreign LLC Supplemental
92		____ LLC Good Standing (short)
___		Other ____

(New Name) _____

___ Change of Name
___ Change of Principal Office
___ Change of Resident Agent
___ Change of Resident Agent Address
___ Resignation of Resident Agent
___ Designation of Resident Agent and Resident Agent's Address
___ Other Change ____

CODE _____

ATTENTION: Bill D. McKissick, Jr.

MAIL TO ADDRESS: The Law Office of Dugan & McKissick, L.L.C., 91 Maple Road Suite 205 Lexington Park, Md 20653

TOTAL FEES 51 ** ___ Check ___ Cash

NOTE:

___ Documents on ___ checks

APPROVED BY: WM

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AMENDED ARTICLES OF INCORPORATION
OF
ELIZABETH MANOR HOMEOWNERS ASSOCIATION, INC.

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND JUNE 27, 1994 AT 10:09 O'CLOCK A. M. AS IN CONFORMITY WITH LAW AND ORDERED RECORDED.

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

D3637840

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

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.

BILL D. MCKISSICK, JR.
91 MAPLE ROAD STE 205
LEXINGTON PARK MD 20653

006C3087427

A 458469

STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND

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

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Dugan & McKissick, L.L.C.

BY-LAWS
OF
ELIZABETH MANOR HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

SECTION 1: *NAME AND LOCATION*: The name of the Corporation is **ELIZABETH MANOR HOMEOWNERS ASSOCIATION, INC.**, hereinafter referred to as the "Association". The principal office of the Corporation shall be located at: 301 Pine Road, Fort Washington, Maryland 20744, 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 **ELIZABETH MANOR 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. "*Lot*" shall mean and refer to any plot of land shown upon any recorded subdivision maps of the properties, as resubdivided.

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 William L. Callaway and Lorraine L. Callaway, their heirs, successors and assigns if such heirs, successors and 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 of Elizabeth Manor Minor Subdivision, recorded among the Land Records of St. Mary's County, Maryland at Liber 174, folio 495 and any Supplementary Declaration of Covenants, Conditions and Restrictions, applicable to the Properties as 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 organization 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 such date and time as determined 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, Class B Members, 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 a majority 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 shall be presented or be represented.

SECTION 5. *MEETINGS FOR PURPOSES OF SETTING ANNUAL AND SPECIAL ASSESSMENTS.* Notwithstanding the above, written notice, and quorum requirements, for any meeting called for the purpose of taking any action authorized under Article IV, Section 3 and 4 of the Declaration shall be in accordance with Article IV, Section 5 of said Declaration.

SECTION 6. *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 7. *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. The vote of the majority of those present, either in person or by proxy, shall decide any questions 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 8. *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 three (3) Directors or such greater number as approved by the unanimous vote of the Board of Directors.

SECTION 2. *TERM OF OFFICE.* At the first annual meeting following the organization of the Association, the members shall elect three (3) Directors for the term of two (2) years. At the expiration of the initial term of office of each respective Director, his or her 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.

SECTION 3. *REMOVAL.* Any Director may be removed from the Board, with or without cause, by ninety percent (90%) of the votes 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 Directors. Any action 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 the Association, including meetings of the Board of Directors or other governing body of the Association or a committee of the Association, shall be open to all members of the Association or their agents.

SECTION 6. *CLOSED MEETINGS.* A meeting of the Board of Directors or other governing body of the Association or a committee of the Association may be held in closed session as permitted under Maryland law.

ARTICLE VII
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

1. 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;

2. Suspend the voting rights and right to use any 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;

3. 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;

4. 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;

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

6. 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;

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

8. Establish, levy and collect the assessments referred to in these By-Laws.

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

1. 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;

2. Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

3. As more fully provided in the Declaration, to:

a. Fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

b. Send written notice of each assessment to every Owner subject thereto; and

c. 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 as deemed appropriate by the Board of Directors;

f. Cause all officers or employees having fiscal responsibilities to be bonded, as the Board of Directors 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 a 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 our 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 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, 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

The Vice President, if any, 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 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
COMMITTEES

The Association shall appoint a Nominating Committee, as provided by 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

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 the Association may be withheld from public inspection as permitted under Maryland law.

The 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: **ELIZABETH MANOR HOMEOWNERS ASSOCIATION, INC.** - Corporate Seal-Maryland 1993.

Corporate Seal

ARTICLE XIII
AMENDMENTS

SECTION 1. *AMENDMENTS.* These By-Laws may be amended, at a regular or special meeting of the members, by a vote of two-thirds of the Members.

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. *CONFLICT.* In the case of a 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.

SECTION 3. *AUDIT.* If deemed prudent by the Board of Directors, at the close of each fiscal year the books and records of the Association may 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.

SECTION 4. *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 **ELIZABETH MANOR HOMEOWNERS ASSOCIATION. INC.**, have hereunto set our hands seals this 27TH day of June, 1994.

William L. Callaway (SEAL)
William L. Callaway

Lorraine L. Callaway (SEAL)
Lorraine L. Callaway

(SEAL)
Greg L. Callaway

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CKH/rpj
11/20/92

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PERSIMMON HILLS IMPROVEMENT ASSOCIATION, INC.

DISCLOSURE STATEMENT

SECTION 1

Declarant: J. D. Murray, a Maryland resident

Principal Address: 200 E. Mt. Harmony Road
P. O. Box 48-A
Owings, Maryland 20736

Telephone Number: (301) 855-8741

RECORDING FEE 50.00
TOTAL 50.00
Rec# 5983 Rcpt # 3874
EMA LP Blk # 1438
May 25, 1995 01:14 PM

SECTION 2

I. The name of the Association is: Persimmon Hills Improvement Association, Inc.

II. The Association is incorporated in the State of Maryland.

III. The resident agent of the Association is: Cynthia K. Hitt, Esquire, The Jefferson Building, 2 East Fayette Street, Baltimore, Maryland 21202.

SECTION 3

I. The Association is located in the 5th District of St. Mary's County. Eighty-Eight (88) lots have been annexed into the Association.

II. The Declarant does not own land contiguous to the Development which is to be dedicated to public use.

SECTION 4

Persimmon Hills Improvement Association, Inc. is not within or a part of another Development. The Association, and each and every lot located therein is subject to a Management and Maintenance Declaration (the "Association Declaration"). Pursuant to the terms of the Association Declaration, certain stormwater management facilities are to be maintained by the Association and certain easements for maintenance are granted therein. In addition, each and every lot located therein is subject to a Declaration of Covenants, Conditions and Restrictions (the

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"Non-Association Declaration"). Pursuant to the terms of the Non-Association Declaration, each lot within Persimmon Hills is subject to architectural control and architectural restrictions. For further information regarding the Association Declaration and the Non-Association Declaration, please refer to those documents.

SECTION 5

The Declarant has reserved the right to annex all that additional property described in Exhibit B to the Association Declaration. The Declarant's right to annex is fully set forth in Article III of the Association Declaration.

SECTION 6

Copies of the Association Declaration, the Articles of Incorporation and the By-Laws of the Persimmon Hills Improvement Association, Inc. are attached to this Disclosure Statement, as Exhibits A, B and C, respectively. A copy of the Non-Association Declaration is attached to this Disclosure Statement as Exhibit D. All owners are subject to the restrictions and obligations contained within the respective documents, which restrictions and obligations may be enforced by and against any owner.

SECTION 7

Persimmon Hills Improvement Association, Inc. is responsible for the maintenance of the facilities and improvement areas referred to in the Management and Maintenance Declaration.

SECTION 8

There is no proposed or actual budget for the current fiscal year.

SECTION 9

The current or anticipated annual assessment to be paid by all owners within the Association is unknown at this time.

SECTION 10

Persimmon Hills is located within a R.P.D. zoning district. Properties located within a R.P.D. zoning district may be used for those purposes allowed in the Zoning Ordinance for St. Mary's County.

Information regarding zoning and other land use requirements affecting the Development are available at The Office of Planning and Zoning for St. Mary's County.

SECTION 11

All assessments and other permitted charges imposed upon lot owners may be used, increased, levied and subject to collection in accordance with Article IV of the Association Declaration and the Maryland Contract Lien Act (Section 14-201, et seq. Real Property Article, Annotated Code of Maryland).

SECTION 12

No working capital contribution will be collected from the purchaser of a lot at the time of settlement.

SECTION 13

All special rights or exemptions reserved by or for the benefit of the Declarant are contained within the Management and Maintenance Declaration, and the Declaration of Covenants, Conditions, and Restrictions.

BOOK 613 PAGE 043

STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

APPROVED FOR PAYMENT

02-13-92 at 8:38 A.m.

0876.01/Articles
CKH/rpj

BOOK 0003 PAGE 0170

ARTICLES OF INCORPORATION
OF
PERSIMMON HILLS IMPROVEMENT ASSOCIATION, INC.

The undersigned subscriber, Cynthia K. Hitt, Esquire, whose post office address is Two East Fayette Street, Baltimore, Maryland 21202, being at least eighteen (18) years of age, does hereby act 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 purpose hereby makes, executes, and adopts the following Articles of Incorporation:

ARTICLE I. The name of this corporation shall be:

PERSIMMON HILLS IMPROVEMENT ASSOCIATION, INC.

ARTICLE II. The post office address of the principal place of business of this corporation shall be located in Baltimore County, State of Maryland, at 200 E. Mt. Harmony Road, P. O. Box 48-A, Owings, Maryland, 20736.

ARTICLE III. The resident agent of this corporation shall be Cynthia K. Hitt, Esquire, whose address is Two East Fayette Street, Baltimore, Maryland 21202. Said resident agent is a citizen and actual resident of the State of Maryland.

ARTICLE IV. The Corporation does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for the reconstruction, management, maintenance, and preservation of the Improvement Areas (as defined in the Stormwater Management Facilities Easement and Maintenance Declaration); and for the

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control of certain lots and dwellings located in the 5th District of St. Mary's County, Maryland; and to promote the health and welfare of the owners of the lots; and for that purpose to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Corporation as set forth in that certain Stormwater Management Facilities Easement and Maintenance Declaration (hereinafter called the "Declaration") applicable to the Property and recorded or to be recorded in the Land Records of St. Mary's County, Maryland, by J. D. Murray, as the Declaration may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(b) fix, levy, collect and enforce payment by any lawful means of all charges or assessments pursuant to the terms of the Declaration; to pay all expenses incident to the conduct of the business of the Corporation;

(c) acquire (by gift, purchase or otherwise), own, hold, improve, build on, 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 Corporation;

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

(e) participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and Improvement Areas, if any, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of each class of members;

(f) 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 by law may own or hereafter have or exercise.

ARTICLE V. Every person or entity who is an owner of a fee simple interest in any Lot which is subject by covenants to assessment by the Corporation, including contract sellers, shall be a member of the Corporation. The foregoing is not intended to include persons, institutions 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 Corporation.

ARTICLE VI.

(a) The Corporation shall have two classes of voting membership:

CLASS A. Class A members shall be all Owners, with the exception of the Declarant (as defined in the Declaration), 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 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:

(1) when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership, or

(2) seven (7) years from the date of recordation of the Declaration; PROVIDED, HOWEVER, that if the Declarant is delayed in the improvement and development of the Property on account of a sewer, water or building permit moratorium or any other cause or event beyond the Declarant's control, then the aforesaid seven (7) year period shall be extended by a period of time equal to the length of the delays or three (3) years, whichever is less.

(b) Provided, however, the Class B membership shall be revived (and the Declarant shall again be entitled to three votes for each lot owned by the Declarant), during any periods of time occurring before December 31, 1999, when by reason of the

annexation of additional land as a part of the Properties additional Lots owned by the Declarant exist which, when added to the other Lots then owned by the Declarant, would result in the Declarant having more than fifty percent (50%) of the votes of the Corporation were the Declarant to have three votes for each Lot owned by the Declarant instead of only a single vote for each Lot owned by the Declarant.

ARTICLE VII. The Corporation shall have a lien on each Lot owned in order to secure payment of any sums which shall be due or become due from the holders thereof for any reason whatsoever. Owners shall be assessable as provided in the Declaration and By-Laws.

ARTICLE VIII. In the event any Class A member sells, assigns, or otherwise transfers of record the fee simple interest in any Lot in which he holds the interest required for membership, such member shall be deemed to have contemporaneously assigned the membership appurtenant to said Lot to the transferee of the Lot and delivered it to him for transfer on the books of the Corporation. The foregoing requirement shall not apply in the event a lot is transferred as aforesaid merely as security for the performance of an obligation.

ARTICLE IX.

(a) This Corporation shall not be operated for profit. There shall be no distributions of gains, profits or dividends to any of the members nor shall any part of the income of the Corporation be distributed to its Board of Directors or

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officers. In the event there are any excess receipts over disbursements as a result of performing services, such excess shall be applied against future expenses. The Corporation may pay compensation to its members, directors and officers for services rendered, upon approval of sixty-six and two-thirds percent (66-2/3%) of the entire membership. The Corporation may pay compensation to the directors constituting the original Board of Directors, upon an affirmative vote of a majority of the original Board. Upon dissolution or final liquidation, the Corporation may make distribution to its members as is permitted by the Court having jurisdiction thereof, and no such payment, benefit or distribution shall be deemed to be a dividend or distribution of income.

(b) This Corporation shall issue no shares of stock of any kind or nature whatsoever. Membership in the Corporation and the transfer thereof, as well as the number of members, shall be upon such terms and conditions as provided in the Declaration and By-Laws. The members of this Corporation shall not be personally liable for the debts, liabilities or obligations of this Corporation. The voting rights of the members shall be as set forth in the Declaration and By-Laws.

ARTICLE X. The affairs of the Corporation shall be managed by a Board of Directors. The number of directors shall never be less than three (3) nor more than seven (7) and in no event shall be an even number. The number of directors constituting the original Board of Directors shall be three (3) and

the names and addresses of the persons who are to serve until the first annual meeting of members and until their successors are duly chosen and qualified are as follows:

NAME	ADDRESS
J. D. Murray Glen Haley Doris M. Logan	200 E. Mt. Harmony Road P. O. Box 48-A Owings, Maryland 20736

The qualifications, powers, duties, and tenure of the directors and the manner by which they are to be chosen shall be as set forth in the By-Laws of the Corporation. Officers of this Corporation shall be elected by the directors and shall serve as provided in the By-Laws.

ARTICLE XI. The internal affairs of the Corporation shall be regulated by duly adopted By-Laws. The By-Laws shall be made and adopted by the original Board of Directors of the Corporation.

ARTICLE XII. The Corporation may be dissolved with the assent given in writing and signed by not less than seventy- five percent (75%) of each class of members. Upon dissolution of the Corporation, other than incident to a merger or consolidation, the assets of the Corporation shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Corporation was created. In the event that such dedication is refused, such assets shall be granted, conveyed, and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

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ARTICLE XIII.

(a) The Corporation shall indemnify every officer and director of the Corporation against any and all expenses, including counsel fees, reasonably incurred by or imposed upon any officer or director in connection with any action, suit or other proceeding (including settlement of any such suit or proceeding if approved by the then directors) to which he may be made a party by reason of being or having been an officer or director at the time such expenses are incurred. The officers and directors of the Corporation shall not be liable to the members of the Corporation for any mistake in judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The officers and directors of the Corporation shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Corporation and the Corporation shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director of the Corporation, or former officer or director of the Corporation, may be entitled.

(b) The directors shall exercise their powers and duties in good faith and with a view to the best interests of the Corporation. No contract or other transaction between the Corporation and one or more of its directors, or between the

Corporation and any other corporation, firm or association in which one or more of the directors of this Corporation are directors and officers or are pecuniarily or otherwise interested, is either void or voidable because such director or directors are present at the meeting of the Board or any committee thereof which authorizes or approves the contract or transaction, or because his or their votes are counted for such purpose, if any of the conditions specified in any of the following paragraphs exist:

(1) the fact that the common directorate or interest is disclosed or known to the Board of Directors or a majority thereof or noted in the minutes, and the Board authorizes, approves, or ratifies such contract or transaction in good faith or by a vote sufficient for the purpose; or

(2) the fact of the common directorate or interest is disclosed or known to the members, or a majority thereof, and they approve or ratify the contract or transaction in good faith by a vote sufficient for the purpose; or

(3) the contract or transaction is commercially reasonable to the Corporation at the time it is authorized, ratified, approved or executed.

(c) Common or interested directors may be counted in determining the presence of a quorum of any meeting of the Board or committee thereof which authorizes, approves or ratifies any contract or transaction, and may vote thereat to authorize any contract or transaction with like force and effect as if he were

not such director or officer of such other corporation, or not so interested.

ARTICLE XIV. The Corporation shall exist perpetually.

ARTICLE XV. Amendment of these Articles shall require the approval of fifty-one percent (51%) of the entire membership.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal on this 12th day of February, 1992, and acknowledged the foregoing to be my act.

WITNESS:

Renée R. Johnson

CYNTHIA K. HITT

STATE OF MARYLAND, City of BALTIMORE, TO WIT:

On this 12th day of February, 1992, before me, the undersigned officer, personally appeared CYNTHIA K. HITT, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that she has executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Renée R. Johnson
NOTARY PUBLIC

My Commission Expires:
5/1/94

BOOK 0003 PAGE 0180

STATE OF MARYLAND

WILLIAM DONALD SCHAEFER
Governor

LLOYD W. JONES
Director

PAUL B. ANDERSON
Administrator

Department of Assessments and Taxation
CHARTER DIVISION
Room 809
301 West Preston Street
Baltimore, Maryland 21201

DOCUMENT CODE 02MA BUSINESS CODE 04 COUNTY 54

_____ ___ P.A. ___ Religious ___ Close ___ Stock ✓ Nonstock

Merging (Transferor) _____

Surviving (Transferee) _____

CODE	AMOUNT	FEE REMITTED
10		Expedited Fee
20	20	Organ. & Capitalization
61	20	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		_____ Certified Copy _____
56		Penalty
54		For. Supplemental Cert.
53		Foreign Resolution
73		Certificate of Conveyance

Name Change
(New Name) _____

___ Change of Name
___ Change of Principal Office
___ Change of Resident Agent
___ Change of Resident Agent Address
___ Resignation of Resident Agent
___ Designation of Resident Agent and Resident Agent's Address
___ Other Change _____

0876.01/BYLAWS
CKH:rpj
11/20/92

BOOK 0003 PAGE 0181

BY-LAWS

PERSIMMON HILLS IMPROVEMENT ASSOCIATION, INC.

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BY-LAWS
OF
PERSIMMON HILLS IMPROVEMENT ASSOCIATION, INC.

ARTICLE I

Section 1. Name and Location. The name of this Corporation is PERSIMMON HILLS IMPROVEMENT ASSOCIATION, INC. (hereinafter sometimes referred to as the "Corporation"). Its principal place of business and mailing address is 200 E. Mt. Harmony Road, P. O. Box 48-A, Owings, Maryland, 20736. Said principal office may be changed by the Board of Directors at any time and from time to time. The corporation is a non-profit, non-stock corporation organized under the laws of the State of Maryland. The Corporation may have such other offices within or without the State of Maryland as the Board of Directors or the members may from time to time designate. This Corporation shall be the Association described in the Declaration, and for purposes of identification the Corporation shall be hereinafter referred to in these By-Laws as the "Association".

Section 2. Applicability. These By-Laws and each provision thereof shall be applicable to all Lot Owners within this community known as Persimmon Hills situate in St. Mary's County, Maryland, and described in the Declaration.

ARTICLE II
DEFINITIONS

Section 1. "Declaration" as used herein, means that certain Management and Maintenance Declaration made the _____ day of _____, 1992 by J.D. Murray, a Maryland resident, recorded among the Land Records of St. Mary's County, Maryland, and any declaration amendatory or supplementary thereto.

Section 2. "Manager" or "Management Agent" shall mean and refer to that person, company or other entity retained by the Association to provide maintenance and management services (including the collection and disbursing of Association funds upon appropriate direction therefor) for the Association.

Section 3. Any other term used in these By-Laws shall have the same meaning as set forth in the Declaration except where said meaning is clearly inappropriate.

ARTICLE III
MEMBERSHIP

Section 1. Members. Every person, group of persons, corporation, trust, firm, partnership, association or other legal entity, or any combination thereof, which owns or occupies a Lot within that portion of the Property subject to the Declaration shall be a member of the Association; PROVIDED, HOWEVER, that any

shall be a member of the Association; PROVIDED, HOWEVER, that any person, group or persons, corporation, trust, firm, partnership, association or other legal entity, or any combination thereof, which holds such interest solely as security for the performance of any obligation shall not be a member solely by reason os such interest.

Section 2. Classification of Members. Members of the Association shall be divided into classes as follows:

Class A Members. With the exception of Declarant (but subject to the provisions of this Section converting Class B to Class A membership), every person, group of persons, corporation, partnership, trust or other legal entity who is a record owner of a fee simple interest in any Lot which is or becomes subject to the Declaration shall be a Class A member of the Association; PROVIDED, HOWEVER, that any such person, group of persons, corporation, partnership, trust, or other legal entity who holds such interest solely as security for the performance of an obligation shall not be a member solely on account of such interest. Class A members shall be entitled to one vote for each Lot in which they hold the interest required for membership. In the event that more than one person, group of persons, corporation, partnership, trust or other legal entity is the record owner of a fee simple interest in any Lot, then the vote for the membership appurtenant to such Lot shall be exercised as they among themselves determine in the manner provided hereinbelow, but (except as herein provided) no more than one vote shall be cast with respect to any Lot.

Class B Members. The Class B member shall be the Declarant (and/or such other persons to whom Declarant shall assign any Class B membership) and each Class B member shall be entitled to three votes for each Lot which it holds; PROVIDED, HOWEVER, that such Class B Membership shall lapse and become a nullity on either of the following events, whichever occurs first:

(i) when the total votes outstanding in the Class A Membership equals the total votes outstanding in the Class B Membership; or

(ii) seven (7) years from the date of recordation of the Declaration; PROVIDED, HOWEVER, that if the Declarant is delayed in the improvement and development of the Property on account of a sewer, water or building permit moratorium or any other cause or event beyond the Declarant's control, then the aforesaid seven (7) year period shall be extended by a period of time equal to the length of the delays or three (3) years, whichever is less.

Upon the lapse of all of the Class B memberships, as provided in this Article III, Declarant shall be a Class A

member of the Association as to each and every Lot in which Declarant holds the interest otherwise required for such Class A membership.

Section 3. Assignment of Membership. The Class A membership, but not the Class B memberships, shall be appurtenant to the Lot owned by a member and may not be assigned except in conjunction with the Lot to which they are appurtenant. Class B membership shall be freely assignable to any legal entity serving in capacity as a Declarant hereunder as the same is defined in Article I, Section 4 of the Declaration.

Section 4. Liquidation Rights. In the event of any voluntary or involuntary dissolution of the Association, the assets of the Association shall be distributed to an appropriate public agency to be used for similar purposes to those for which this Association was created. In the event that such distribution is not accepted, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization and operated for such similar purposes.

Section 5. Method of Voting Membership Held by More Than One Person. In the event a membership is held by more than one person, that membership shall, nevertheless, be entitled to only one indivisible vote. The method of voting such membership shall be as described in Article IV, Section 7 of these By-Laws.

ARTICLE IV
MEETING OF MEMBERS

Section 1. Place of Meeting. Meetings of the membership shall be held at the principal office or place of business of the Association or at such other suitable place convenient to the membership as may be designated by the Board of Directors.

Section 2. Annual Meetings. The first annual meeting of the members of the Association shall be held at such time as the Board of Directors shall determine but shall be held, in any event, within one (1) year following the date of filing of the Articles of Incorporation with the State Department of Assessments and Taxation of Maryland. Thereafter, the annual meetings of the members of the Association shall be held on such date as the Board of Directors may determine but not less than three (3) nor more than five (5) months after the last day of the Association's fiscal year. If the Board of Directors shall fail to set a date for the annual meeting, in any year, then such meeting for that year shall be held at 8:00 p.m. on the third (3rd) Wednesday of April. At such meeting there shall be elected by ballot of the members a Board of Directors in accordance with the requirements of Article V, Section 5 of these By-Laws. The members may also transact such other business of the Association as may properly come before them.

Section 3. Special Meetings. It shall be the duty of the President to call a special meeting of the members as directed by resolution of the Board of Directors or upon a petition signed by members representing at least twenty percent (20%) of the total membership entitled to vote having been presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 4. Notice of Meetings. It shall be the duty of the Secretary to mail a notice of each meeting or special meeting, stating the purpose thereof as well as time and place where it is to be held, to each member of record, at his address as it appears on the membership books of the Association, or if no address appears, at his last known place of address, at least ten (10) but not more than ninety (90) days prior to such meeting. Service may also be accomplished by the delivery of any such notice to the member at his Lot or last known address. Attendance by a member at any meeting of the members shall be a waiver of notice by him of the time, place and purpose thereof.

Section 5. Quorum. The presence, either in person or by proxy, of members entitled to cast one-tenth (1/10) of the votes of each class shall be requisite for, and shall constitute a quorum for the transaction of business at all meetings of members unless a greater number is provided by the Declaration, Articles of Incorporation or these By-Laws.

Section 6. Adjourned Meetings. If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may, except as otherwise provided by law, adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

Section 7. Voting. At every meeting of the members, each of the members shall have the right to cast one (1) vote for each membership which he owns on each question. The vote of the members representing fifty-one percent (51%) of the membership present and voting at the meeting, in person or by proxy, shall be necessary to decide any question brought before such meeting, unless the question is one upon which, by express provision of statute, or of the Declaration, or of the Articles of Incorporation, or of these By-Laws, a different vote is required, in which case such express provision shall govern and control. The vote for any membership which is owned by more than one person may be exercised by any of them present at any meeting unless any objection or protest by any other owner of such membership is noted at such meeting. In the event all of the co-owners of any membership who are present at any meeting of the members are unable to agree on the manner in which the vote for such membership shall be cast on any question, then such vote shall not be counted for

purposes of deciding that question. In the event that the membership is owned by a corporation, then the vote for any such membership shall be cast by a person designated in a certificate and attested by the secretary or an assistant secretary of such corporation and filed with the Secretary of the Association prior to the meeting. The vote for any membership which is owned by a trust or partnership may be exercised by any trustee or partner thereof, as the case may be and, unless any objection or protest by any other such trustee or partner is noted at such meeting, the Chairman of such meeting shall have no duty to inquire as to the authority of the person casting such vote or votes. No member shall be eligible to vote, either in person or by proxy, or to be elected to the Board of Directors if the books or management accounts show such member to be more than sixty (60) days delinquent in any payment due the Association. No vote may be divided into fractional votes on any question.

Section 8. Proxies. A member may appoint any other member or the Declarant or Management Agent as his proxy. Any proxy must be in writing and must be filed with the Secretary in a form approved by the Board of Directors before the appointed time of each meeting. Unless limited by its terms or by statute, any proxy shall continue until revoked by a written notice of revocation filed with the Secretary, by the death of the member, or by conveyance of the Lot to which the membership is appurtenant.

Section 9. Rights of Mortgagees. Any institutional Mortgagee of any Lot who desires notice of the annual and special meetings of the members shall notify the Secretary to that effect by registered mail, return receipt requested. Any such notice shall contain the name and post office address of such institutional Mortgagee and the name of the person to whom notice of the annual and special meetings of the members should be addressed. The Secretary of the Association shall maintain a roster of all institutional Mortgagees from whom such notices are received and it shall be the duty of the Secretary to mail or otherwise cause the delivery of a notice of each annual or special meeting of the members to each such institutional Mortgagee, in the same manner, and subject to the same requirements and limitations as are provided in Section 4 of this Article for notice to the members. Any such institutional Mortgagee shall be entitled to designate a representative to attend any annual or special meeting of the members and such representative may participate in the discussion at any such meeting and may, upon his request to the Chairman in advance of the meeting, address the members present at any such meeting. Such representatives shall have no voting rights at any such meeting.

Section 10. Order of Business. The order of business at a regularly scheduled meetings of the members shall be as follows:

(a) Roll call and certification of proxies.
(b) Proof of notice of meeting or waiver of notice.
(c) Reading of minutes of preceding meeting.
(d) Reports of officers, if any.
(e) Reports of committees, if any.
(f) Election or appointment of inspectors of election.
(g) Election of Directors.
(h) Unfinished business.
(i) New business.

In the case of a special meeting, items (a) and (b) shall be applicable and thereafter the agenda shall consist of the items specified in the notice of the meeting.

ARTICLE V
DIRECTORS

Section 1. Number. The affairs of the Association shall be managed by a Board of Directors initially consisting of three (3) natural persons who need not be members of the Association, and who shall be designated by the Declarant and who shall hold office until the election of their successors at the first annual meeting of the members of the Association. The names of the members of the directors are: J. D. Murray, Glen Haley, and Doris M. Logan.

Commencing with the first annual meeting of the Association, the Board shall consist of an uneven number of not less than three (3) nor more than seven (7) members who shall be elected by the members of the Association. All directors must be natural persons. Prior to the lapse of all of the Class B memberships as provided for in the Articles of Incorporation and the Declaration, the number of directors shall be determined from time to time by a vote of the initial directors named by the Declarant; thereafter, the number of directors shall be determined by a vote of the members at the annual meeting of members and the number of directors may be changed by a vote of the members at any subsequent annual or special meeting of the members; PROVIDED, HOWEVER, that (a) the limitations of this Section shall continue to apply; and (b) no such change shall operate to curtail or extend the term of any incumbent director.

Section 2. Powers and Duties. The Board shall have all the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law or by these By-Laws directed to be exercised and done by the members. The powers and duties of the Board shall include, but not be limited to, the following:

To provide for the:

(a) care and upkeep of the Improvement Areas in a manner consistent with the law, the provisions of these By-Laws, and the Declaration.

(b) establishment and collection of assessments and/or carrying charges from the members and for the assessments and/or enforcement of liens therefor in a manner consistent with law and the provisions of these By-Laws and the Declaration.

(c) designation, hiring, and/or dismissal of personnel necessary for the good working order of the Association, for the proper care of the Improvement Areas, and to provide services for the Association in a manner consistent with law and the provisions of these By-Laws and the Declaration.

(d) promulgation and enforcement of such rules (including imposition of fines for violations thereof) as may be deemed proper respecting the use, occupancy and maintenance of the Lots and Improvement Areas as are designated to prevent unreasonable interference with the use and occupancy of the Association by the members, all of which shall be consistent with law and the provisions of these By-Laws and the Declaration.

Section 3. Management Agent. The Board may employ for the Association a Management Agent at a rate of compensation approved by the Board of Directors to perform such duties and services as the Board shall from time to time authorize in writing. Any agreement with any Management Agent shall provide for a maximum term of one year and be terminated upon ninety (90) days written notice, with or without cause or upon thirty (30) days or less written notice with cause.

Section 4. Budget. The Board of Directors, with the assistance of the Management Agent, shall prepare and adopt a budget for each annual assessment period which shall include estimates of the funds required by the Association to meet its annual expenses for that period and shall include reasonable reserves for repair and replacement. The budget herein required to be prepared and adopted by the Board of Directors shall be in a format consistent with the classification of the accounts of the Association, and shall provide for sufficient estimates, on a consistent periodic basis, to permit comparison to and of deviations from the various periodic reports of the actual results of operation and the actual financial condition of the Association, on both a current basis and for prior corresponding periods, all in accordance with generally accepted accounting practices, consistently applied. Copies of the budget shall be available for examination by the members and by their duly authorized agents and attorneys, and by any institutional holder of any first Mortgage

on any Lot in the project and by their duly authorized agents and attorneys, during normal business hours, for purposes reasonably related to their respective interests, and upon reasonable notice.

Section 5. Term of Office. At the first annual meeting of the members, the members shall elect the Board and the term of office of the two (2) directors receiving the greatest number of votes shall be fixed for two (2) years. The term of office of the other director or directors shall be fixed for one (1) year. At the expiration of the initial term of office of each respective director, his successors shall be elected to serve a term of two (2) years. In the alternative, the membership may, by resolution duly made and adopted at the first annual meeting of members, or any subsequent annual meeting, resolve to fix the term for each Director elected at any such meeting at one (1) year. Directors shall hold office until their successors have been elected and hold their first regular meeting.

Section 6. Vacancies. Vacancies in the Board caused by any reason other than the removal of a director through normal annual elections as herein provided shall be filled by vote of the majority of the remaining directors, even through they may constitute less than a quorum; each person so elected shall be a Director until a successor is elected by the members at the next annual meeting.

Section 7. Removal. After the first annual meeting of the Association, any Director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. Prior to the first annual meeting of the Association, any director may be removed from the Board, with or without cause, by the Declarant.

Section 8. Compensation. Except for those directors named as such in Section 1 of this Article, and any of their successors elected prior to the first annual meeting of the members, no renumeration shall be paid to any director for services performed by him for the Association in any other capacity unless approved by a vote of two-thirds (2/3) of the members.

Section 9. Organization Meeting. The first meeting of a newly elected Board shall be held within ten (10) days of election at such place as shall be fixed by the directors at the meeting at which such directors were elected, and no notice shall be necessary to the newly elected directors in order legally to constitute such meeting, provided a majority of the entire Board shall be present.

Section 10. Regular Meeting. Regular meetings of the Board may be held at such time and place as shall be determined by a majority of the directors, but at least two (2) such meetings shall be held during each fiscal year. Notice of regular meetings

of the Board of Directors shall be given to each director and all members, personally or by mail or telephone, at least six (6) days prior to the day named for such meeting.

Section 11. Special Meetings. Special meetings of the Board of Directors may be called by the President of the Board on three (3) days' notice to each director, given personally or by mail or telephone, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting. Special meetings of the Board shall be called by the President or Secretary in like manner and on like notice on the written request of at least one-third (1/3) of the directors.

Section 12. Waiver of Notice. Before or at any meeting of the Board, any director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board shall be waiver of notice by him of the time, place and purpose thereof. If all the directors are present at any meeting of the Board no notice shall be required and any business which may properly come before the Board at such meeting may be transacted.

Section 13. Quorum. At all meetings of the Board, a majority of the directors shall constitute a quorum for the transaction of business, and the acts of the majority of the directors present and voting at a meeting at which a quorum is present shall be the acts of the Board. If at any meeting of the Board there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 14. Action Without Meeting. Any action by the Board required or permitted to be taken at any meeting may be taken without a meeting if all of 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 of Directors.

Section 15. Fidelity Bonds. The Board shall require that all officers, agents and employees of the Association handling or responsible for association, corporate or trust funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

ARTICLE VI
OFFICERS

Section 1. Designation. The principal officers of the Association shall be a President, a Vice President, a Secretary, and a Treasurer, or a Secretary/Treasurer all of whom shall be

elected by the Board and none of whom shall be related by marriage or otherwise. Prior to the first annual meeting of members, the officers of the Association need not be members of the Association. Thereafter, all officers of the Association shall be members of the Association.

Section 2. Election of Officers. The officers of the Association shall be elected annually by the Board at the organizational meeting of each new Board and shall hold office at the pleasure of the Board.

Section 3. Removal of Officers. Upon an affirmative vote of a majority of the members of the Board, any officer may be removed either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or any special meeting of the Board called for such purpose.

Section 4. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the members and of the Board. He shall have all of the general powers and duties which are usually vested in the office of president of a corporation, including but not limited to the power to appoint committees from among the membership from time to time as he may, in his discretion, decide is appropriate to assist in the conduct of the affairs of the Association.

Section 5. Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board shall appoint some other member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be delegated to him by the Board of Directors.

Section 6. Secretary. The Secretary shall keep the minutes of all meetings of the Board and the minutes of all meetings of the members of the Association; he shall have custody of the seal of the Association; he shall have charge of the membership transfer books and of such other books and papers as the Board may direct; and he shall, in general, perform all the duties incident to the office of Secretary.

Section 7. Treasurer. The Treasurer shall have responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all moneys and other valuable effects in the name, and to the credit, of the Association, in such depositories as may from time to time be designated by the Board.

ARTICLE VII
LIABILITY AND INDEMNIFICATION OF OFFICERS AND DIRECTORS

Section 1. Liability and Indemnification of Officers and Directors. The Association shall indemnify every officer and director of the Association against any and all expenses, including counsel fees reasonably incurred by or imposed upon any officer or director in connection with any action, suit or other proceeding (including the settlement of any such suit or proceeding if approved by the then Board of the Association) to which he may be made a party by reason of being or having been an officer or director of the Association whether or not such person is an officer or director at the time such expenses are incurred. The officers and directors of the Association shall not be liable to the members of the Association for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The officers and directors of the Association shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be Owners of Lots) and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director of the Association, or former officer or director of the Association may be entitled.

Section 2. Common or Interested Directors. The directors shall exercise their powers and duties in good faith and with a view to the best interests of the Association. No contract or other transaction between the Association and one or more of its directors, or between the Association and any corporation, firm or association (including the Declarant) in which one or more of the directors of this Association are directors or officers or are pecuniarily or otherwise interested, is either void or voidable because such director or directors are present at the meeting of the Board or any committee thereof which authorizes or approves the contract for such purposes, if any of the conditions specified in any of the following subparagraphs exist:

(a) The fact of the common directorate or interest is disclosed or known to the Board or a majority thereof or noted in the minutes, and the Board authorizes, approves, or ratifies such contract or transaction in good faith by a vote sufficient for the purpose;

(b) The fact of the common directorate or interest is disclosed or known to the members, or a majority thereof, and they approve or ratify the contract or transaction in good faith by a vote sufficient for the purpose; or

(c) The contract or transaction is commercially reasonable to the Association at the time it is authorized, ratified, approved or executed.

Common or interested directors may be counted in determining the presence of a quorum at any meeting of the Board or committee thereof which authorizes, approves or ratifies any contract or transaction, and may vote thereat to authorize any contract or transaction with like force and effect as if he were not such a director or officer of such corporation or not so interested.

ARTICLE VIII
MANAGEMENT

Section 1. Management and Common Expenses. The Association, acting by and through its Board, shall manage, operate and maintain the Improvement Areas and, for the benefit of the Lots and the Owners thereof, shall enforce the provisions hereof and shall pay out of the common expense fund provided for herein, the following:

(a) The cost of directors and officers liability, fire, and extended liability insurance for the Improvement Areas and the cost of such other insurance as the Association may effect, or deem appropriate.

(b) The cost of the services of a person or firm to manage the project together with the services of such other personnel as the Board shall consider necessary for the operation of the Improvement Areas.

(c) The cost of providing such legal and accounting services as may be considered necessary to the operation of the Association.

(d) The cost of construction, reconstruction, maintaining, replacing and repairing the Improvement Areas as the Board shall determine is necessary and proper, and the Board shall have the exclusive right and duty to acquire the same;PROVIDED, HOWEVER, that nothing herein contained shall require the Association to construct, reconstruct, maintain, replace and repair any Lot or any fixtures, appliances or equipment located therein the maintenance of each Lot being the sole responsibility of the Owner or occupant thereof, except as may be expressly provided in the Declaration.

(e) The cost of any and all other materials, supplies, labor, services, maintenance, repairs, taxes, assessments or the like, which the Association is required to secure or pay for by law, or otherwise, or which in the discretion of the

Board shall be necessary or proper for the operation of the Association.

Section 2. Management Agent. The Association may, by contract in writing, delegate any of its ministerial duties, powers or functions to a Management Agent. The Association and the Board shall not be liable for any omission or improper exercise by the Management Agent of any such duty, power or function so delegated.

Section 3. Easements for Utilities and Related Purposes. In the event that the Association owns any property in fee simple, the Association shall be authorized and empowered to grant (and shall from time to time grant) such licenses, easements and/or rights-of-way for sewer lines, water lines, electrical cables, telephone cables, television and other communications cables, internal and external wiring and antennae, gas lines, storm drains, underground conduits and/or such other purposes related to the provision of public utilities and other common services to the Property or any part thereof as may be considered necessary, appropriate or desirable by the Board for the orderly maintenance, preservation and enjoyment of the Property or for the preservation of the health, safety, convenience and/or welfare of the Owners of the Lots or the Declarant. Said easements, licenses and rights-of-way shall be granted by vote of the Board of Directors of the Association and the members shall not be required to approve such grants.

Section 4. Limitation of Liability. The Association shall not be liable for any failure of utilities or other services to be obtained by the Association or paid out of the common expense fund, or for injury or damage to person or property caused by the elements or by the owner of any Lot, or any other person, or flow from any portion of the Property owned and/or maintained by the Association or from any wire, pipe, drain, conduit, appliance or equipment. The Association shall not be liable to the Owner of any Lot for loss or damage, by theft or otherwise, of articles which may be stored upon any of the Improvement Areas. No diminution or abatement of common expense assessments, as hereinelsewhere provided shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the Improvement Areas, or to any Lot or from any action taken by the Association to comply with any law, ordinance or with the order or directive of any municipal or other governmental authority. THE ASSOCIATION IS NOT A PROVIDER OF SECURITY SERVICES FOR THE LOTS, DWELLINGS AND/OR COMMON AREAS, AND OWNERS SHOULD IMPLEMENT SECURITY MEASURES, IF DESIRED, TO PROTECT THEIR PERSONS, LOTS, DWELLINGS AND PERSONALTY.

Section 5. Fiscal Year. The fiscal year of the Association shall be determined by the Board of Directors.

Section 6. Books and Accounts. Books and accounts of the Association shall be kept under the direction of the Treasurer in accordance with good accounting practices. The same shall include books with detailed accounts, in chronological order, of receipts and of the expenditures affecting the project and its administration and shall specify the maintenance and repair expenses of the Common Areas and services, and of any other expenses incurred. The amount of any assessment required for payment of any capital expenditures of the Association shall be credited upon the books of the Association to the "Paid-in-Surplus" account as a capital contribution by the members.

Section 7. Auditing. At the close of each fiscal year, the books and records of the Association shall be audited by an independent Certified Public Accountant whose report shall be prepared and certified in accordance with generally accepted auditing standards. Based upon such report, the Association shall furnish its members with an annual financial statement, including the income and disbursements of the Association.

Section 8. Inspection of Books. The books and accounts of the Association, and vouchers accrediting the entries made thereupon, shall be available for examination by the members of the Association, attorneys representing any of the members, and to any institutional holder of any first Mortgage on any Lot and/or its duly authorized agents or attorneys, during normal business hours and for purposes reasonably related to their interests, as members or as the institutional holder of any first Mortgage on any Lot.

Section 9. Execution of Association Documents. With the prior authorization of the Board, all notes and contracts shall be executed on behalf of the Association by either the President or Vice President, and all checks shall be executed on behalf of the Association by such officers, agents or other persons as are from time to time authorized by the Board of Directors.

Section 10. Rule-Making Authority. Set forth in the Declaration are various specific restrictions on the use of the Improvement Areas. The Association, acting by vote of its Board, shall have the right to promulgate rules and regulations implementing and supplementing said restrictions and such rules shall have the same force and effect as if they were incorporated into the Declaration. Except where immediate implementation is necessary to prevent injury to the health, safety or welfare of persons or to prevent damage or waste to any portion of the Property, such rules and regulations shall be displayed for fifteen (15) days after their promulgation prior to becoming effective.

ARTICLE IX
DESTRUCTION AND DAMAGE

Section 1. Use of Insurance Proceeds. In the event of damage or destruction of any portion or all of the Improvement Areas by fire or other casualty, the same shall be promptly repaired or reconstructed in substantial conformity with the original plans and specifications with the proceeds of insurance available for that purpose, if any.

Section 2. Proceeds Insufficient. In the event that the proceeds of insurance are not sufficient to repair damage or destruction of the Improvement Areas by fire or other casualty, or in the event such damage or destruction is caused by any casualty not herein required to be insured against, then the repair or reconstruction of the damaged Improvement Areas shall be accomplished promptly by the Association at its common expense. The ratable share of the expense of such repairs or reconstruction may be assessed and the lien for the same shall have all the priorities provided for in the Declaration.

ARTICLE X
AMENDMENT AND APPROVALS

Section 1. Amendments by Members. These By-Laws may be amended by the affirmative vote of members representing sixty-six and two-thirds percent (66-2/3%) or more of the votes at any meeting of the members duly called for such purpose.

Section 2. Amendments by Declarant. During the period in which the Declarant owns a Class B membership, the Declarant reserves the right to unilaterally amend these By-Laws to meet the requirements of the Federal Housing Administration, Veterans's Administration, Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, title insurance company or any other governmental or quasi-governmental agency, or to meet the requirements of any mortgage lender; PROVIDED, HOWEVER, that any such amendment shall not materially adversely affect the substantive rights hereunder of any member other than Declarant. Any such amendment shall be distributed to all members.

Section 3. FHA\VA Approval. Notwithstanding anything herein contained to the contrary, as long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, dedication of Common Areas, and amendment of these By-Laws.

ARTICLE XI
MORTGAGES - NOTICES

Section 1. Notice to Board of Directors. Any Owner of any Lot in the Association who mortgages such Lot shall promptly notify the Board of Directors of the name and address of his mortgagee. The Board of Directors shall maintain suitable records pertaining to such mortgagees.

Section 2. Consents. Any provision of these By-Laws to the contrary notwithstanding, the Association shall not, nor shall the members except by consent of two-thirds (2/3) thereof exclusive of the Declarant and the consent of two-thirds (2/3) of all first mortgagees of record, materially modify or amend the provisions of these By-Laws.

Section 3. Definition. As used in this Article, the term "mortgagee" shall mean any mortgagee, and shall not be limited to institutional mortgagees, and the term "Mortgage" shall include a deed of trust. As used generally in these By-Laws, the term "institutional holder" or "institutional Mortgagee" shall include banks, trust companies, insurance companies, savings and loan associations, pension funds and any corporation, including a corporation of, or affiliated with, the United States Government, or any agency thereof.

ARTICLE XII
INTERPRETATION - MISCELLANEOUS

Section 1. Conflict. These By-Laws are subordinate and subject in all respects to the provisions of the Declaration. All of the terms hereof, except where clearly repugnant to the content, shall have the same meaning as in the Declaration. In the event of any conflict between these By-Laws and the Declaration, the provisions of the Declaration shall control. The provisions of the Declaration are incorporated herein by reference.

Section 2. Notices. Unless another type of notice is specifically provided for, herein, any and all notices called for in the Declaration and in these By-Laws shall be given in writing.

Section 3. Severability. In the event any provision or provisions of these By-Laws shall be determined to be invalid, void or unenforceable, such determination shall not render invalid, void or unenforceable any other provisions hereof which can be given effect.

Section 4. Waiver. No restoration, condition, obligation or provision of these By-Laws shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.

Section 5. Captions. The captions and headings contained in these By-Laws are for convenience only and are not a part of these By-Laws and are not intended in any way to limit or enlarge the terms and provisions of these By-Laws.

Section 6. Gender, Etc. Whenever in these By-Laws the context so requires, the singular number shall include the plural and the converse; and the use of any gender shall be deemed to include all genders.

IN WITNESS WHEREOF, all of the Directors of the Persimmon Hills Improvement Association, Inc., have hereunto set their hands this 12th day of February, 1992.

WITNESS:

Linda R. Ruther

Linda R. Ruther

Linda R. Ruther

J.D. Murray
J.D. MURRAY

Glen C. Haley
GLEN HALEY

Doris M. Logan
DORIS M. LOGAN

STATE OF MARYLAND)
) to wit
Calvert COUNTY)

I HEREBY CERTIFY that on this 12th day of February, 1992, before me, the subscriber, a Notary Public of the State of Maryland, in and for _____ County, personally appeared J.D. MURRAY, GLEN HALEY, and DORIS M. LOGAN and acknowledged the foregoing By-Laws to be the Corporate act and deed.

WITNESS my hand and Notarial Seal the day and year first above written.

Linda R. Ruther
NOTARY PUBLIC

My Commission Expires:

6-23-97

CERTIFICATION

I, the undersigned, do hereby certify:

1. That I am the duly elected and acting Secretary of the Persimmon Hills Improvement Association, Inc., and;

2. That the foregoing By-Laws constitute the original By-Laws of said Corporation, as duly adopted at a meeting of the Board of Directors thereof, held on the 12th day of February, 1992.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Corporation this 12th day of February, 1992.

SECRETARY

LIBER 0958 PAGE 371

BOOK 0003 PAGE 0202

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
PERSIMMON HILLS

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
PERSIMMON HILLS

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS made this 21st day of November, 1994, by J.D. MURRAY ("Declarant").

INTRODUCTION

1. Declarant is the owner of certain real property known as Persimmon Hills more particularly described in the subdivision plats described in Exhibit "A" attached hereto and made a part hereof (the "Record Plats"), located in St. Mary's County, Maryland, and more particularly described in Exhibit "B" attached hereto and made a part hereof (the "Community").

2. Declarant desires to provide for the preservation and enhancement of property values in the Community, and to this end desires by the execution of this Declaration to subject the Real Property, as hereinafter defined, to the covenants, restrictions, easements and conditions, hereafter set forth, each and all of which is and are for the benefit of the lots within the Community, and the owners thereof, as hereinafter set forth.

3. By a Management and Maintenance Declaration (the "Management and Maintenance Declaration") intended to be recorded with this Declaration, the Declarant has subjected the Community to covenants and has provided for an improvement/homeowner association to maintain and care for certain Improvement Areas and the Stormwater Management Facilities located therein on the Real Property. The Management and Maintenance Declaration is intended to be supplementary to and not in lieu of this Declaration.

NOW, THEREFORE, Declarant hereby declares that all the Real Property, as hereafter defined, shall be subject to the easements, restrictions, covenants, conditions, and liens (sometimes collectively hereafter referred to as "covenants and restrictions") established by this Declaration, as hereafter set forth:

ARTICLE I
Definitions

1.1 Definitions. As used in this Declaration, the following terms shall have the following meanings:

1.2 Declarant. "Declarant" means the Declarant and the Declarant's heirs, personal representatives, his successors or assigns, or any successors or assigns to whom he may assign his rights and duties hereunder, in whole or in part.

1.3 Declaration. "Declaration" means this document, as it may from time to time be amended and does not include the Management and Maintenance Declaration.

1.4 Development Plan. "Development Plan" means any development plan applicable to the Real Property.

1.5 Real Property. "Real Property" means the real property described in the Record Plats.

1.6 Utility or Utilities. "Utility or Utilities" means water, sanitary sewer, natural gas, electricity, telephone service, cable television service, storm drainage, sedimentation and storm water management systems, solid waste collection, street cleaning, snow removal, fire and police protection, and any other utility or other service now or hereafter furnished to the Real Property by any governmental authority, any utility or public service company.

1.7 Other Terms. All other defined terms used in this Declaration shall have the meaning ascribed to them in The Management and Maintenance Declaration.

ARTICLE II
Architectural Control

2.1 Scope of Control. The Declarant shall have the right to approve or disapprove any and all subdivisions, resubdivisions, exterior additions to, changes in, construction, alterations or excavation of any Structure in or upon the Real Property either permanent or temporary. The Declarant shall also have the right to approve or disapprove the location, construction methods, and construction materials for all entrance locations to all Lots, and no construction, reconstruction or alteration of the entrance location to any Lot shall be commenced or permitted to remain on any Lot unless the procedures of this Article have first been complied with by the Lot Owner and prior written approval has been obtained from the Declarant.

2.2 Application for Approval. No Structure shall be commenced, erected, placed, moved onto, or permitted to remain on any Lot, nor shall any existing Structure upon any Lot be altered in a manner which materially changes the exterior appearance thereof, nor shall any new use be commenced on any Lot, unless plans and specifications (including a description of any proposed new use) for such Structure or use shall have been submitted to and approved in writing by the Declarant. Such plans and specifications shall be in such form and shall contain such information, as may be required by Declarant, but in any event shall include (i) a site plan of the Lot showing the nature, exterior color scheme, kind, shape, heights, materials and location with respect to the particular Lot (including proposed front, rear and side set backs) of all Structures, the location thereof with

reference to Structures on adjoining lots and, if required, the number and location of all parking spaces and driveways on the Lot; and (ii) the grading plan for the particular Lot, if required.

2.3 Declarant's Standards. The Declarant shall have the right to disapprove any plans and specifications submitted hereunder in his absolute discretion for any reason whatsoever including, by way of example and not of limitation, the following:

2.3.1 The failure of such plans or specifications to comply with any applicable restriction or covenant;

2.3.2 Failure to include information in such plans and specifications as may have been reasonably requested;

2.3.3 Objection to the exterior design, appearance or materials of any proposed Structure;

2.3.4 Incompatibility of any proposed Structure or use with existing Structures or uses upon the Real Property;

2.3.5 Objection to the location of any proposed Structure on the Real Property;

2.3.6 Objection to any grading and/or landscaping plan;

2.3.7 Objection to the color scheme, finish, proportion, style of architecture, height, bulk or appropriateness of any proposed Structure;

2.3.8 Objection to parking areas, roadways, driveways and walkways proposed for the Real Property on the grounds of (i) incompatibility with existing and/or proposed uses and structures on the Real Property or (ii) insufficiency of capacity in relation to proposed use; or

2.3.9 Any other matter which in the judgment of the Declarant would render the proposed structure, excavation, grading and/or landscaping inharmonious with the general plan of development of the Real Property or with structures or uses located or proposed thereon.

2.4 Disapproval of Plans and Specifications. In any case where the Declarant shall disapprove any plans and specifications submitted hereunder or shall approve the same only as modified or upon specified conditions, such disapproval or qualified approval shall be in writing. The decision of the Declarant shall be final and binding.

2.5 Rules and Regulations. The Declarant may promulgate rules governing the form and content of plans and specifications

to be submitted for approval and may issue statements of policy with respect to the granting of approval or disapproval. Such rules and such statements of policy may be amended or revoked by the Declarant at any time, and no inclusion in, omission from, or amendment of any such rule or statement shall be deemed to bind the Declarant to approve or disapprove any feature or matter subject to approval, or to waive the exercise of the Declarant's discretion as to any such matter, but no change or policy shall affect the finality of any approval granted prior to such change. Approval of any plans or specifications shall not be deemed a waiver of the Declarant's right, in his discretion, to disapprove such plans or specifications or any features or elements thereof if such plans, specifications, features or elements are subsequently submitted for use on any other Lot.

2.6 Fees. The Declarant may charge and collect a reasonable fee from any applicant for the examination of any plans and specifications submitted for approval pursuant to this Article, payable at the time such plans and specifications are submitted.

2.7 Declarant's Failure to Approve or Disapprove. In the event that Declarant fails to approve or disapprove, within sixty (60) days after receipt by him, any complete submittal of plans and specifications and the fee as herein provided, such plans and specifications shall be deemed to have been approved, as submitted, and no further action shall be required.

2.8 Enforcement.

2.8.1 Extinguishment of Violation by Owner. If any Structure shall be altered, erected, placed or maintained on the Real Property, or any new use commenced thereon, other than in accordance with approved plans and specifications, such alterations, erection, maintenance or use shall be deemed to have been undertaken in violation hereof, and, upon written notice from the Declarant, any Structure so altered, erected, placed or maintained upon the Real Property in violation hereof shall be removed or realtered by the Owner, and any such use shall be terminated so as to extinguish the violation.

2.8.2 Extinguishment of Violation by Declarant. If within fifteen (15) days after the notice of such violation the Owner of the Lot upon which such violation exists shall not have taken reasonable steps toward the removal or termination or the violation, the Declarant shall have the right, exercisable within thirty (30) days after the expiration of the notice period, through his agents and employees, to enter upon such Lot and take such steps as may be necessary to extinguish such violation and the cost thereof shall be a binding personal obligation of such Owner as well as lien (enforceable in the same manner as a Mortgage) upon the Lot in question. The lien provided for in this Section shall not be valid as against a bona fide purchaser (or bona fide

Mortgagee) of the Lot in question unless a suit to enforce said lien shall have been recorded among the Land Records of St. Mary's County prior to recordation of the deed (or Mortgage) conveying the Lot in question to such bona fide purchaser (or subjecting the same to such Mortgage).

2.9 Certificate of Compliance. Upon completion of the construction or alteration of any Structure in accordance with approved plans and specifications, the Declarant shall, upon written request of the Owner thereof, issue a certificate of compliance in form suitable for recordation identifying the Owner's Lot and stating that the plans and specifications, the location of such Structure or the use or uses to be conducted on the Owner's Lot, have been approved. Preparation and recording of such certificate shall be at the expense of such Owner. 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 shall be conclusive evidence that all Structures on the Lot in question, and the use or uses described therein comply with the requirements of this Article, and with all other requirements of this Declaration as to which the Declarant exercises any discretionary or interpretive powers.

2.10 Inspection. The Declarant, or any agent of the Declarant, may at any reasonable time or times enter upon and inspect for the purpose of ascertaining whether the maintenance of such property and the maintenance, construction and alteration of Structures thereon are in compliance with the provisions hereof; and neither the Declarant nor any such agent shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

2.11 Delegation of Power. The power hereby vested in Declarant may be delegated by the Declarant in his discretion from time to time to a person or to a committee, appointed, empowered and constituted by him, who shall serve and may be replaced at the pleasure of the Declarant.

ARTICLE III
Use Restrictions

3.1 Detached Dwellings. No dwelling shall be commenced, erected, altered, placed or permitted to remain on any Lot other than one detached dwelling. Each dwelling shall be designed for occupancy by a single family.

Notwithstanding the foregoing, a church and church related facilities may be erected, altered, placed, maintained and permitted to remain on Lot 6 in accordance with the Deed from J. D. Murray to The Vestry of St. John's United Episcopal Church dated

August 4, 1991 and recorded in Bock 615, Page 0089 of the Land Records of St. Mary's County, Maryland.

3.2 Development Plan, Zoning, or Subdivision. No Owner of any Lot shall make, apply for or cause to be made any modification or amendment of the Development Plan, nor shall any Owner of any Lot apply for or obtain any zoning reclassification, variance or special exception with respect to any Lot without the prior written consent of the Declarant thereto in each instance thereto. No Lot shall be split, divided or subdivided for sale, resale, gift, transfer or otherwise without prior written consent of Declarant. Notwithstanding the foregoing Declarant shall have the right to alter lot lines between Lots owned by him upon the recordation of any appropriate plat or instrument in the Land Records.

3.3 Temporary Buildings. No temporary building, trailer, garage, tent or building in the course of construction shall be used temporarily or permanently as a dwelling on any Lot.

3.4 Residential Use. All Lots upon the Real Property shall be used for private residential purposes only, except Lot 6 which shall be used as a church and for church related purposes as set forth in the Deed from J. D. Murray to The Vestry of St. John's United Episcopal Church dated August 4, 1991 and recorded in Book 615, Page 0089 of the Land Records of St. Mary's County, Maryland.

3.5 Maintenance of Lot. Each Owner shall keep the Lot owned by the Owner, and all improvements therein or thereon, in good order and repair, including but not limited to, feeding, watering, mowing of all lawns, pruning and cutting of all trees and shrubbery, and painting or other appropriate external care of all buildings and other improvements. Grass and weeds shall not be allowed to exceed twelve inches in height.

3.6 Protection of Environment. No Lot shall be used so as to cause any air, water or noise pollution adversely affecting the Real Property. No Lot shall be used or maintained for boring, mining, quarrying, exploring or removing substances from the earth or in a manner so as to cause any erosion of soil or sediment on the Real Property.

3.7 Exterior Lighting. No exterior lighting on the Lot shall be directed outward from the boundaries of the Lot, and mercury lights may not be used for exterior lighting.

3.8 Utility Structures. No utilities, including but not limited to water pipes, sewer pipes or drainage pipes, poles and wires for the transmission of electricity, telephone and the like shall be placed or maintained above the surface of the ground on any Lot; and no external or outside antennas shall be erected or maintained without prior written approval as provided in Article II hereof.

Each Owner shall be solely responsible for the care and maintenance of sanitary sewer, water, gas, electric, telephone, storm sewer, cable television or other utility conduits or lines that exclusively service each such Owner's dwelling. In the event such conduits or lines are in need of repair and/or replacement and any portions thereof are located in, under and/or through an abutting Lot or property of any abutting Lot Owner, the Owner so repairing and/or replacing such lines shall have the right to enter upon and is hereby granted an easement to enter in and onto the front ten (10) feet of the Lot of an abutting Owner to perform the repair and/or replacement. The Owner so entering shall perform such construction and/or work as promptly as possible and shall take due precautions and care not to damage the Lot and/or property of the abutting Owner and to the extent the abutting Lot and/or property is dug into, displaced and/or dismantled, the Lot and/or property shall, immediately upon the completion of the repair and/or replacement, be restored to the same condition it was prior to such work being commenced by the Lot Owner performing the construction and/or work.

3.9 Rental of Lots. The Owner of any Lot may lease his respective property subject to the following terms and conditions. Any lease between an Owner and a lessee shall be in writing and shall not be for a term of less than six (6) months. The lease shall state that it is subject in all respects to, and that the lessee shall comply with all of the provisions of the Declaration, Articles of Incorporation and the By-Laws, and that failure of the lessee to comply with any of the terms of the aforementioned documents shall be a default under the lease. The lease shall in no way relieve the Owner of any duty or obligation imposed by this Declaration.

3.10 Tree Removal. No tree, having a diameter of six inches or more measured from a point two feet above ground level and located more than ten feet from the perimeter of the dwelling or more than five feet from the edges of the driveway located, or to be located, on the Lot, shall be removed from any Lot without the express written authorization of the Declarant. The Declarant, in his discretion, may adopt and promulgate rules and regulations regarding the preservation of trees and other natural resources and wildlife upon the Real Property.

3.11 Exterior Clothes Lines. Permanent exterior clothes lines or dryers and collapsible or retractable clothes lines or dryers shall be erected, installed or maintained on Lots only rearward of the rear of the dwelling.

3.12 Trash Storage and Removal. No lumber, metals, bulk materials, refuse or trash shall be kept, stored or allowed to accumulate on any Lot (other than in an approved structure) except building material during the course of construction or any approved

Structure. Trash or other refuse is to be disposed of by being picked up and carried away on a regularly occurring basis. Containers may be placed in the open on any day that a pickup is to be made at such place on the Lot so as to provide access to persons making such pickup. At all other times, such containers shall be stored in such a manner so that they cannot be seen from adjacent and surrounding property. All procedures for the removal of materials, trash or other refuse shall be as approved or required by St. Mary's County.

3.13 Livestock. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that a maximum of two (2) dogs, cats and other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose. The Declarant may from time to time publish and impose reasonable rules setting forth the type and manner in which such pets that may be kept on any Lot.

3.14 Signs. No sign of any kind (except for customary signs showing street number and name of resident) shall be erected, displayed or maintained on any Lot except one sign not more than nine (9) square feet advertising the Lot for sale or rent. This provision, however, shall not apply to any signs used by the Declarant to advertise the Lots during the construction and sales period. This provision shall also not apply to one (1) sign on Lot 6 identifying the church located thereon; provided, however, that the Owner of Lot 6 has obtained the prior written approval of the Declarant in accordance with the provisions of Article II hereof with respect to any such sign.

3.15 Vehicles. No commercial vehicles, trailers, abandoned or unregistered vehicles, tractors or other vehicles other than private passenger vehicles in regular operation shall be maintained on any Lot. Boats, boat trailers, campers, other trailers, or self contained recreational vehicles may only be maintained on a Lot if stored in such a manner as cannot be seen from the adjacent and surrounding Lots. Vehicles as are permitted to be maintained on any Lot shall be parked or placed only upon driveways, parking pads or garages designed and constructed for such Lot. However, during the construction of improvements upon the Lots and during the sales period, commercial vehicles or trailers may be maintained for construction or sales purposes in areas specifically designated by the Declarant.

3.16 Easement Areas.

3.16.1 Reservation of Easements. Easements and rights-of-ways are hereby expressly reserved to Declarant, his agents, employees and contractors, in, over and under the easement areas of each Lot and roadways as further described on the Record Plat (the "Easement Areas"), for the following purposes: (i) Installing, constructing, reconstructing, maintaining, repairing, operating and inspecting

any Utilities within said Easement Areas and (ii) Ingress and egress to such Easement Areas and the Utilities located therein and installing, operating, maintaining, repairing such Utilities; and (iii) Slope control, including the right to grade and plant slopes and prevent the doing of any activity which might interfere with slope ratios approved by Declarant or which create erosion of sliding problems, or change, obstruct or retard drainage flow. Declarant shall also have the right at the time of, or after, grading the roadways, or any part thereof, to enter upon any abutting Lot and grade the portion of such Lot adjacent to such roadway to a slope of two to one, but there shall be no obligation upon Declarant to do such grading or to maintain such slope. The Declarant further reserves unto himself, the right to grant easements and licenses to any person, firm or corporation, including St. Mary's County, and any public utility company for the construction, installation, maintenance and operation of Utilities in, over, through, upon and across any and all of the Easement Areas and roadways. The Declarant further reserves unto himself the right to dedicate any and all of the roadways to public use. The Declarant and any party for whose benefit these easement provisions are made shall have the right to do whatever may be requisite for the enjoyment of the rights herein granted, including the right of clearing said Easement Areas of timber, trees or shrubs, or any building, fence, structure or paving erected on or laid within the Easement Areas, and no charge, claim or demand may be made against such parties for any or all activities in the exercise of their rights herein granted. Declarant hereby further reserves the right to enter upon any Lot or Lots for the purpose of regrading or otherwise altering the slopes and surfaces of any such Lot so as to improve drainage, in the event that Declarant in his sole discretion, deems such action necessary.

3.16.2 Limitation of Use of Easement Areas. In all Easement Areas, no Structure or planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of Utilities or which may change the directional flow of drainage channels or obstruct or retard the flow of water through drainage channels. The Easement Areas of each Lot and all improvements thereon (except improvements, installations or maintenance for which a public authority or utility company is responsible) shall be maintained by the Owner of the Lot.

3.17 Incinerators. No incinerators or like equipment shall be placed, allowed or maintained upon any Lot. The foregoing shall not be deemed to preclude the use in customary fashion of outdoor residential barbecues or grills.

3.18 Right of Entry for Inspection. In carrying out the provisions hereof, the Declarant and his agents, employees and contractors, may come upon any Lot during reasonable hours for the purposes of inspection and in relation to the enforcement and

administration of the provisions of this Declaration and any rules adopted and promulgated pursuant to the provisions hereof. The Declarant and his agents, employees and contractors, shall not be deemed to have committed a trespass or wrongful act by reason of any such entry or inspection.

3.19 Exceptions. Declarant reserves the right to make exceptions from the operation and effect of the provisions set forth in this Article for the Declarant's construction.

3.20 Conflict With Article II. Except as applied to Declarant's construction, nothing contained in this Article is intended to limit the nature or extent of the provisions of Article II, Architectural Control, or to waive, modify or suggest standards with reference to the requirements thereof. In case of conflict between the provisions of this Article and the provisions of Article II, the provisions of Article II shall prevail.

ARTICLE IV
General Provisions

4.1 Applicability. The real property which is, and shall be held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied and improved subject to this Declaration is located in the Fifth Election District of St. Mary's County, State of Maryland, and is shown on the Record Plats entitled "Confirmatory Plat, Persimmon Hills, Section 1, 46 Lots" recorded among the Land Records of St. Mary's County in Liber E.W.A. 36, Folio 5 and "Persimmon Hills, Section 11" recorded among the Land Records of St. Mary's County in Liber 36, Folio 2. Except as may be hereafter provided, the following provisions shall generally apply to the covenants and restrictions established by this Declaration.

4.2 Covenants Running with the Land. The covenants and restrictions of this Declaration shall run with and be binding upon the Real Property.

4.3 Duration. The Real Property shall remain subject to this Declaration until December 31, 1999, unless this Declaration or any portion hereof is specifically released by the Declarant. Any such release must be expressed in writing and recorded among the Land Records of St. Mary's County. No such release shall be deemed to arise by implication. After December 31, 1999, this Declaration shall automatically be extended for successive period of ten (10) years unless and until the then Owners (excluding mortgagees and any other lienors) of a majority of the Lots (casting one vote for each Lot so owned) execute an instrument amending or revoking this Declaration.

4.4 Enforcement. The Declarant and any Lot Owner(s) shall have the right and power to enforce the covenants and restrictions.

Enforcement of the covenants and restrictions shall be by proceedings at law or in equity against any persons, firms or corporations violating or attempting to violate any such covenants or restrictions, either to restrain violation or to recover damages, or both. Any party to a proceeding who succeeds in enforcing a provision or enjoining the violation of a provision against a Lot Owner may be awarded reasonable attorneys' fees against such Lot Owner. In addition, upon breach of any covenant or restriction herein contained, the Declarant shall have the right, upon no less than fifteen (15) days prior written notice sent to the Lot Owner or posted on the Lot, to enter the Lot upon which such violation exists and summarily to abate or remove such violation. Such entrance, abatement or removal shall be at the sole cost and expense of the Lot Owner of the Lot, and the Declarant shall in no event thereby be rendered responsible or liable for any damages or injuries to persons or property thereby resulting.

4.5 Assignment by Declarant. Any or all of the rights and powers (including discretionary powers and rights, and powers of consent and approval) herein reserved by, granted to, or conferred upon the Declarant, may be assigned or transferred by the Declarant, at his election and in his sole discretion, to one or more corporations, associations, committees of individuals agreeing to accept the same, and any such assignment or transfer of such rights and powers may be made by the Declarant as to any part or all of the Real Property. Any such assignment or transfer shall be evidenced by an appropriate instrument duly executed by the Declarant and recorded among the Land Records of St. Mary's County. Upon such recordation, the grantee(s) or transferee(s) of such rights and powers shall have the right to exercise and perform the rights and powers so assigned or transferred by such instrument, subject to any limitations, conditions, reservations and provisions that may be imposed by or set forth in the instrument of assignment or transfer. Such instrument assigning or transferring such rights and powers shall, among other things, provide for future or further assignment or transfer of such rights and powers, to others by the grantee or transferee named therein. No such assignment shall be deemed to arise by implication.

4.6 Limitation of Applicability. Nothing contained in this Declaration shall be construed or implied to bind or apply to any land other than the Real Property.

4.7 Protection of Mortgagees. No violation of any of these covenants and restrictions shall defeat or render invalid the lien of any Mortgage made in good faith and for value upon any Lot(s); provided, however, that any Mortgagee in actual possession, or any purchaser at any Mortgagee's or foreclosure sale shall be bound by and subject to these covenants and restrictions as fully as any other Owner or any other portion of the Real Property.

4.8 Non-Waiver. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

4.9 Interpretation by Declarant. Declarant shall have the right to construe and interpret the provisions of this Declaration, and in the absence of an adjudication by a court of competent jurisdiction to the contrary, his construction or interpretation shall be final and binding as to all persons or property benefitted or bound by the provisions hereof. Any conflict between any construction or interpretation herein provided for and that of any other person or entity entitled to enforce the provisions hereof shall be resolved in favor of the construction or interpretation of Declarant.

4.10 Equitable Remedies. Damages shall not be deemed adequate compensation for any breach or violation of any provision hereof, but any person or entity entitled to enforce any provision hereof shall be entitled to relief by way of injunction as well as any other available relief either at law or in equity.

4.11 Severability. Invalidation of any one or more of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

4.12 Acceptance of Deed. Each grantee accepting a deed, lease or other instrument conveying any interest in any Lot, whether or not the same incorporates or refers to these covenants and restrictions, covenants for himself, his heirs, personal representatives, successors and assigns, to observe, perform and be bound by these covenants and restrictions and to incorporate the same by reference in any deed or other instrument of all or any portion of such interest in any Real Property subject hereto.

4.13 Captions and Headings. The captions and headings throughout this Declaration are for convenience and reference only and the words thereof shall in no respect be deemed to define or limit the scope or intent of this Declaration, or in any way to affect any provision of this Declaration.

4.14 Gender and Number. Whenever the context of this Declaration so requires, words used in the masculine gender shall include the feminine and neuter gender; words used in the neuter gender shall include the masculine and feminine genders; words in the singular shall include the plural and words in the plural shall include the singular.

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

WITNESS:

Luis R. Rutter

J.D. Murray
J.D. MURRAY

STATE OF MARYLAND, COUNTY OF Calvert, TO WIT:

I HEREBY CERTIFY that on this 12th day of March, 1995, before me, the subscriber, a Notary Public in and for the State of Maryland, personally appeared J.D. MURRAY, known to me or satisfactorily proven to be the Declarant of the foregoing instrument and further acknowledged the foregoing instrument to be his act and deed.

AS WITNESS my hand and notarial seal.

Luis R. Rutter
NOTARY PUBLIC

My Commission Expires: 6-23-97

CONSENT OF THE OWNER OF LOT NO. 6

The undersigned Owner of Lot No. 6 in Persimmon Hills, Section One, pursuant to a certain Deed dated August 4, 1991, and recorded among the Land Records of St. Mary's County, made by J.D. Murray, Grantor therein, does hereby (i) consent to the terms and conditions of the foregoing Declaration of Covenants, Conditions and Restrictions (the "Declaration/CCR"); and (ii) subject its fee simple interest in and to Lot No. 6 of Persimmon Hills, Section One, thereto; and (iii) declare that Lot No. 6 shall be held, transferred, sold, conveyed and occupied subject to the legal operation and effect of the Declaration/CCR. Notwithstanding any language herein to the contrary, so long as Lot 6 is used for "church" purposes as defined in the Deed from J. D. Murray to The Vestry of St. John's United Episcopal Church as recorded in Book

615, Page 0089 of the Land Records of St. Mary's County, Maryland, the Lot shall not be subject to greater restrictions than set forth in the aforesaid Deed. Sale of Lot 6 for non "church" purposes or reversion to J.D. Murray shall subject Lot 6 to this Declaration/CCR for all purposes.

WITNESS:

The Vestry of St. John's United Episcopal Church, a Maryland religious corporation

By: Robert E. Fistick

STATE OF MARYLAND, COUNTY OF Calvert, to wit:

I HEREBY CERTIFY, that on this 18th day of March, 1995, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared Robert E. Fistick, who acknowledged himself to be the Wardens of The Vestry of St. John's United Episcopal Church, and that he as such Wardens, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing, in my presence, the name of The Vestry of St. John's United Episcopal Church by himself as Wardens

AS WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires: 6-23-97

I HEREBY CERTIFY that this Declaration of Covenants, Conditions and Restrictions was prepared or caused to be prepared by the undersigned, an attorney admitted to practice before the Court of Appeals of Maryland.

CYNTHIA K. HITT

EXHIBIT "A"

Description of the Record Plats of the Community.

1. All that tract of land platted as 92.01 acres, more or less of land more particularly described in the plat entitled "Confirmatory Plat, Persimmon Hills, Section I, 46 Lots" recorded among the Plat Records of St. Mary's County, Maryland in Liber E.W.A. 36, Folio 5.

2. All that tract of land platted as 111.73 acres, more or less of land more particularly described in the plat entitled "Persimmon Hills, Section II" recorded among the Plat Records of St. Mary's County, Maryland in Liber E.W.A. 36, Folio 2.

EXHIBIT "B".

LEGAL DESCRIPTION

Beginning for the same at a point in the northerly right-of-way line of Maryland State Route #5, a variable width right-of-way as shown on SRC Plats #29075 through #29077. Said beginning point being further described as being the most southerly corner of a tract or parcel of land standing in the name of John C. Moreland as recorded among the Land Records of St. Mary's County, Maryland in Liber MRB 136, at Folio 213. Said beginning point being even further described as being the most westerly corner of the herein described. Thence leaving the beginning point so fixed and running and binding on the said Moreland outline the following nineteen courses and distances, (1) North 71 deg. 08' 44" East 226.84 feet to an eighteen inch oak tree. Thence, (2) North 79 deg. 20' 44" East 386.96 feet to an eighteen inch oak tree, thence (3) South 79 deg. 13' 39" East 213.57 feet to a twelve inch beech tree, thence (4) North 66 deg. 43' 54" East 424.67 feet to a twelve inch dead maple, thence (5) South 88 deg. 38' 08" East 348.81 feet to a 36 inch poplar, thence (6) South 65 deg. 13' 07" East 63.91 feet to a 24 inch dead maple, thence (7) North 75 deg. 52' 54" East 208.78 feet to an eighteen inch gum tree, thence (8) North 33 deg. 22' 31" East 187.91 feet to a point in the centerline of a four foot wide stream. Thence running generally with the centerline of said steam the following eleven courses and distances, (9) North 10 deg. 54' 51" East 101.44 feet, (10) North 21 deg. 37' 39" West 165.61 feet, (11) North 05 deg. 38' 20" East 479.37 feet, (12) North 45 deg. 52' 54" East 220.05 feet, thence (13) North 59 deg. 20' 06" East 391.38 feet, (14) North 46 deg. 13' 21" East 147.19 feet, (15) North 18 deg. 32' 04" East 121.50 feet, (16) North 53 deg. 25' 54" East 348.94 feet, (17) North 69 deg. 12' 59" East 217.97 feet, (18) North 09 deg. 33' 11" West 176.63 feet, (19) North 46 deg. 34' 02" East 181.55 feet to a small maple tree in the corner of an old rail and wire fence marking the most southerly corner of a tract or parcel of land now or formerly standing in the name of James Harold Burroughs as recorded in the aforementioned Land Records in Liber MRB 38 at Folio 464. Thence leaving the said Moreland outline and running and binding on said Burroughs outline and with said old fence the following five courses and distances, (20) North 75 deg. 00' 44" East 259.69 feet to an eighteen inch Beech tree, thence (21) North 78 deg. 53' 37" East 190.36 feet to a twenty-four inch beech tree. Thence (22) North 83 deg. 59' 54" East 282.20 feet to a point. Thence (23) North 77 deg. 30' 19" East 179.20 feet to a point. Thence, (24) North 68 deg. 28' 09" East 493.30 feet to a point in the northerly outline of a tract or parcel of land now or formerly standing in the name of Cleopatra Curtis as recorded among the aforementioned Land Records of Liber DBK 206 at Folio 229. Thence leaving the said Burroughs outline and running and binding on the said Curtis outline the following nine courses and distances, (25) South 18 deg. 57' 31" West 158.25 feet to a point. Thence (26) South 42 deg. 46' 46"

West 151.62 feet to a point, Thence (27) South 22 deg. 58' 25" West 90.30 feet to a point, thence (28) South 34 deg. 36' 25" West 269.50 feet to a painted twenty-four inch beech tree, thence (29) South 01 deg. 56' 25" West 271.00 feet to a point. Thence (30) South 13 deg. 37' 35" East 170.40 feet to a point. Thence (31) South 19 deg. 50' 35" East 81.90 feet to a point, thence (32) South 01 deg. 28' 25" West 253.30 feet to a point. Thence (33) South 22 deg. 59' 40" East 176.17 feet to a twenty-four inch oak tree marking a northwesterly corner of a tract or parcel of land now or formerly standing in the name of Norman Taylor as recorded among the aforementioned Land Records in Liber MRB 232 at Folio 61. Thence leaving the said Curtis outline and running and binding on the said Taylor outline and across a fifty foot right-of-way leaving from Maryland State Route #5 through the lands of the herein described to the said Norman Taylor tract. Said right-of-way being recorded among the Land Records of St. Mary's County, Maryland, in Liber DBK 174, at Folio 496, (34) South 09 deg. 24' 22" East 72.33 feet to a point in the Southerly right-of-way line of said 50 foot right-of-way. Thence running and binding on said southerly right-of-way line (35) South 58 deg. 41' 02" West 37.87 feet to an iron pipe found. Thence leaving said right-of-way line and running and binding on the said Taylor outline the following twenty-nine courses and distances, (36) South 43 deg. 04' 53" East 2,125.02 feet, (37) North 53 deg. 15' 59" East 151.00 feet, (38) North 30 deg. 13' 59" East 141.00 feet, (39) North 44 deg. 39' 08" East 177.00 feet, (40) North 60 deg. 28' 59" East 115.00 feet, (41) North 43 deg. 22' 59" East 115.00 feet, (42) North 53 deg. 55' 59" East 96.00 feet, (43) North 62 deg. 35' 59" East 80.00 feet, (44) North 37 deg. 00' 59" East 191.00 feet, (45) North 17 deg. 31' 59" East 85.00 feet, (46) North 60 deg. 55' 59" East 126.00 feet, (47) South 84 deg. 25' 01" East 136.00 feet, (48) North 70 deg. 57' 59" East 116.00 feet, (49) North 40 deg. 06' 59" East 165.00 feet, (50) North 45 deg. 21' 59" East 130.00 feet, (51) North 31 deg. 05' 59" East 240.00 feet, (52) North 23 deg. 42' 01" West 133.50 feet, (53) North 58 deg. 40' 59" East 129.40 feet, (54) North 56 deg. 04' 59" East 50.00 feet, (55) North 59 deg. 37' 59" East 194.00 feet, (56) North 58 deg. 32' 59" East 145.00 feet, (57) North 51 deg. 48' 59" East 165.00 feet, (58) North 71 deg. 01' 59" East 76.00 feet, (59) North 50 deg. 02' 59" East 94.00 feet, (60) North 77 deg. 15' 59" 165.00 feet, (61) North 72 deg. 03' 59" East 203.00 feet, (62) North 75 deg. 02' 59" East 154.00 feet, (63) North 76 deg. 29' 59" East 274.00 feet, (64) North 76 deg. 30' 08" East 172.13 feet to a point marking the most westerly corner of a tract or parcel of land now or formerly standing in the name of Herman Wood as recorded among the aforementioned Land Records in Liber 14, at Folio 129. Thence leaving the said Taylor outline and running and binding on the said Wood outline the following four courses and distances, (65) South 20 deg. 41' 29" West 896.86 feet, (66) South 08 deg. 38' 22" West 722.39 feet, (67) South 22 deg. 04' 25" East 359.81 feet, (68) South 07 deg. 06' 57" East 1,763.27 feet to a point marking the northwesterly corner of a tract or parcel of land now or formerly standing in the name of Effie

Wood as recorded among the aforementioned Land Records in Liber 18 at folio 494. Thence leaving the said Herman Wood outline and running and binding on the said Effie Wood outline of the following seven courses and distances (69) South 48 deg. 37' 26" West 468.00 feet, (70) South 28 deg. 23' 32" West 105.55 feet, (71) South 57 deg. 54' 11" East 182.98 feet, (72) South 27 deg. 22' 32" West 524.33 feet, (73) South 16 deg. 45' 41" West 133.65 feet, (74) South 19 deg 03' 18" East 193.13 feet, (75) South 20 deg. 40' 07" East 213.16 feet to a point in the westerly outline of a tract or parcel of land now or formerly standing in the name of Phillip Long. Thence leaving the said Effie Wood outline and running and binding on the said Long outline the following twelve courses and distances, (76) South 85 deg. 47' 18" West 304.47 feet, (77) South 86 deg. 47' 10" West 934.48 feet, (78) North 37 deg. 53' 57" West 578.57 feet, (79) North 41 deg. 19' 43" West 240.57 feet, (80) North 41 deg. 18' 15" West 231.90 feet, (81) North 46 deg. 49' 26" West 211.89 feet, (82) North 51 deg. 24' 16" West 521.88 feet, (83) North 48 deg. 12' 31" West 40.70 feet, (84) North 48 deg. 35' 23" West 242.09 feet, (85) North 39 deg. 58' 07" West 116.26 feet, (86) North 39 deg. 32' 35" West 279.44 feet, (87) North 61 deg. 30' 36" West 245.73 feet to a point marking the most northerly corner of a tract or parcel of land now or formerly standing in the name of J. Stanton Guy, Thence leaving the said Long outline and running and binding on the said Guy outline the following nine courses and distances, (88) North 89 deg. 46' 58" West 1,548.48 feet, (89) North 86 deg. 39' 48" West 457.07 feet, (90) North 88 deg. 53' 34" West 229.47 feet, (91) North 73 deg. 34' 40" West 291.58 feet (92) North 86 deg. 37' 22" West 211.00 feet, (93) North 87 deg. 17' 22" West 367.00 feet, (94) North 86 deg. 25' 22" West 214.00 feet, (95) South 70 deg. 36' 38" West 190.00 feet, (96) South 77 deg. 30' 38" West 34.06 feet to a point in the aforementioned northerly right-of-way line of Maryland State Route #5. Thence leaving the said Guy parcel and running and binding on the said Maryland State Route #5 right-of-way line the following twelve courses and distances, (97) North 27 deg. 02' 22" West 171.06 feet, (98) North 51 deg. 24' 34" West 150.33 feet, (99) North 71 deg. 49' 24" West 109.66 feet, (100) North 58 deg. 54' 19" West 101.98 feet, (101) North 47 deg. 35' 44" West 950.00 feet, (102) North 28 deg. 18' 20" West 105.94 feet, (103) North 47 deg. 35' 44" West 100.00 feet, (104) North 60 deg. 43' 46" West 154.03 feet, (105) North 47 deg. 35' 44" West 100.00 feet, (106) North 36 deg. 17' 08" West 101.98 feet (107) North 44 deg. 43' 59" West 200.25 feet, (108) North 47 deg. 35' 44" West 27.67 feet to the point and place of beginning containing a total of 552.00 acres, more or less.

Being a portion of a larger tract or parcel of land conveyed unto the C. G. Fox Lumber Company, Inc., a North Carolina Corporation by deed dated May 17, 1954, from the In-Land Sales and Development Corporation as recorded among the Land Records of St. Mary's County, Maryland, in Liber CBG 50 at Folio 253.

Being subject to a fifty foot right-of-way leading from Maryland State Route #5 through the lands of the grantor herein

as recorded among the Land Records of St. Mary's County, Maryland, in Liber DBK 174 at Folio 496 and also being subject to a 100 foot wide SMECO right-of-way easement as recorded among the Land Records of St. Mary's County, Maryland in Liber DBK 156 at Folio 465. Also being subject to all other easements and rights-of-way easement as recorded among the Land Records of St. Mary's County, Maryland.

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MANAGEMENT AND MAINTENANCE DECLARATION
PERSIMMON HILLS IMPROVEMENT ASSOCIATION, INC.

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RECORDING FEE 50.00
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RECORDING FEE 75.00
IMP FD SURE $ 2.00
TOTAL 77.00
Rec#3082 Rcpt#3133
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MANAGEMENT AND MAINTENANCE DECLARATION
PERSIMMON HILLS IMPROVEMENT ASSOCIATION, INC.

THIS MANAGEMENT AND MAINTENANCE DECLARATION (this "Declaration"), made the 21st day of November, 1994, by J.D. MURRAY (hereinafter referred to as "Declarant").

WITNESSETH:

1. Declarant is the owner of certain real property known as Persimmon Hills more particularly described in the subdivision plats described in Exhibit "A" attached hereto and made a part hereof (the "Record Plats"), located in St. Mary's County, Maryland, and more particularly described in Exhibit "B" attached hereto and made a part hereof (the "Community").

2. By a Declaration of Covenants, Conditions and Restrictions of even date herewith, intended to be recorded with this Declaration, the Declarant has subjected the Community to covenants for the purposes of preserving and enhancing property values and the general scheme of development in the Community by the imposition of architectural control, use restrictions and other covenants. In furtherance of the general scheme of development, this Declaration shall be supplementary to and not in lieu of said Declarations of Covenants.

3. The Declarant has deemed it desirable to create an association to which are delegated and assigned the powers and duties of (i) maintaining and administering certain areas and facilities located in the Community; (ii) administering and enforcing the within covenants and restrictions; and (iii) collecting and disbursing the charges and assessments for the maintenance and administration of such areas and facilities as hereinafter provided.

4. The Declarant has formed Persimmon Hills Improvement Association, Inc., a homeowners association as that term is defined in Title 11B of the Real Property Article, Annotated Code of Maryland, for the purposes of carrying out the powers and duties aforesaid.

NOW, THEREFORE, the Declarant hereby declares that the property described in the Record Plats shall be held, conveyed, hypothecated or encumbered, sold, leased, used and improved subject to the covenants, restrictions, easements, charges and liens (hereinafter sometimes referred to as "covenants" or "restrictions") hereinafter set forth which shall run with the Real Property described herein and be binding upon all parties having any right, title or interest in said Real Property or any part hereof, their heirs, personal representatives, successors and assigns:

ARTICLE I
DEFINITIONS

Section 1. "Association" means the PERSIMMON HILLS IMPROVEMENT ASSOCIATION, INC., a Maryland non-profit, non-stock corporation, its successors and assigns.

Section 2. "Board" means the Board of Directors of the Association.

Section 3. "Declaration" means this Declaration. This Declaration is the declaration referred to as the "Stormwater Management Facilities Easement and Maintenance Declaration" in the Articles of Incorporation of Persimmon Hills Improvement Association, Inc.

Section 4. "Stormwater Management Facilities" means any stormwater management structures or facilities installed by the Declarant in the Improvement Areas or on the Real Property.

Section 5. "Improvement Areas" means the real property (including the improvements thereon) described on the Record Plats as easement areas, drainage and access easements, utility easements, slope and drainage easements, stormwater easements, stormwater management construction and maintenance easements, owned or maintained by the Association pursuant to this Declaration for the common use and benefit of the Owners.

Section 6. "Member" means every person, group of persons, entity or entities who holds membership in the Association, including the Declarant.

Section 7. "Lot(s)" means any one or more of the numbered Lots numbered 1 through 52 inclusive, 54 through 71, inclusive and 81 through 98 inclusive, and Outparcel B, as shown on the Record Plats of Persimmon Hills.

Section 8. "Mortgage" means a mortgage, deed of trust or other security instrument and "Mortgagee" means a mortgagee, beneficiary, trustee or other holder of any of such instrument as security for the performance of an obligation.

Section 9. "Owner(s)" means the record owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the Real Property, including contract sellers, but excluding Mortgagees.

Section 10. "Real Property" means the real property described in the Record Plats.

Section 11. "Structure(s)" means and refers to (i) any thing or device the placement of which upon any Lot may affect the

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appearance of any such Lot, including by way of illustration and not limitation, any building, patio, swimming pool, clothes line, antenna, fence, wall, landscaping, signboard, temporary or permanent living quarters (including any house trailer) or other temporary or permanent improvement to such Lot, (ii) any excavation, ditch, dam or other 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 (iii) any change in the grade of any Lot of more than six inches (6") from that existing at the time of purchase by each Owner. Excluded from the above shall be any Structure originally constructed or placed on the Real Property by the Declarant.

ARTICLE II
MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every Owner of a Lot which is subject to assessments 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 2. Classes of Voting Membership. 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 hold 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 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 equal the total votes outstanding in the Class B membership, or

(b) seven (7) years from the date of recordation of this Declaration; PROVIDED, HOWEVER, that if the Declarant is delayed in the improvement and development of the Real Property on account of a sewer, water or building permit moratorium or any other cause or event beyond the Declarant's control, then the aforesaid seven (7) year period shall be extended by a period of time equal to the length of the delay or three (3) years, whichever is less.

ARTICLE III
ANNEXATION OF ADDITIONAL PROPERTY

Section 1. Property Subject to Declaration. The real property which is, and shall be held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied and improved subject to this Declaration is located in the Fifth Election District of St. Mary's County, State of Maryland, and is shown on the Record Plats entitled "Confirmatory Plat, Persimmon Hills, Section 1, 46 Lots" recorded among the Land Records of St. Mary's County in Liber E.W.A. 36, Folio 5 and "Persimmon Hills, Section 11" recorded among the Land Records of St. Mary's County in Liber 36, Folio 2. No other real property shall be subject to this Declaration until the same is annexed pursuant to the provisions of Section 2 below, it being understood that the Declarant shall have the right to freely develop any real property owned by it and not annexed pursuant to the provisions of Section 2 in any fashion and for any use not prohibited by law or governmental regulation and shall have no obligation to develop any real property not so annexed, in accordance with any other scheme of development or plan.

Section 2. Annexation. The Declarant, without the assent of the Class A members, may annex to the Real Property all or any portion of the additional land located in St. Mary's County and more particularly described on "Exhibit B" attached to this Declaration; PROVIDED, HOWEVER, that in the event any portion of the Real Property has been approved for federally insured mortgage financing purposes by the Federal Housing Administration or the Veterans Administration, then the prior written consent of such approving agency to the annexation shall be required. Additional property outside the boundaries of the land described on Exhibit A may be annexed only with the consent of two-thirds (2/3) of the Class A and Class B members of the Association who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days and not more then sixty (60) days in advance of the meeting setting forth the purpose of the meeting. At the first such meeting, the presence of members or of proxies entitled to cast sixty percent (60%) of the votes of each class of membership shall constitute a quorum. If the required quorum is not present at any meeting, another meeting may be called, subject to the notice requirements set forth above, except that notice shall be sent to all members not less than fifteen (15) days nor more than sixty (60) days in advance of the meeting, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. Any annexations made pursuant to this Article, or otherwise, shall be made by recording an amendment to this Declaration among the Land Records of St. Mary's County, Maryland, which Amendment shall extend the scheme of the within covenants to

such annexed property. Such Amendment may contain such supplementary additions and modifications to the Declaration as may be necessary to reflect the different character or use, if any, of such annexed property.

Section 3. Deannexation. So long as there are any Class B Members, the Declarant may deannex any property from the Property for a period of five (5) years from the date of recordation of this Declaration. Such deannexed property shall no longer be subject to the covenants and restrictions of this Declaration except for any easements, rights, reservations, exemptions, power or privileges reserved to the Declarant pursuant to this Declaration which affect the deannexed property. Such deannexation shall be made by recording a Supplementary Declaration among the Land Records of Baltimore County, Maryland, withdrawing the effect of the covenants and restrictions of this Declaration from the deannexed property. Such deannexed property may be utilized by the Declarant, or any successor, assign or transferee thereof, for any lawful purpose or use.

So long as any Lot is encumbered by a deed of trust or mortgage which is guaranteed by the Veterans Administration, no deannexation shall be made pursuant to this Article, or otherwise, except following a determination by the Veterans Administration that the deannexation is not contrary to a general plan for the development of the community previously approved by the Veterans Administration or, if no such general plan was approved by the Veterans Administration, except following the prior written approval of the Veterans Administration.

ARTICLE IV
COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligations of Assessments. The Declarant, for each Lot owned within the Real Property, hereby covenants and agrees, and each Owner of a Lot by acceptance of a deed therefor, whether or not 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 any purpose; such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, late charges, costs of collection, and reasonable attorneys' fees, shall be a charge on the land and shall be a lien upon the Lot against which each such assessment is made, all in accordance with Section 14-201 et seq. of the Real Property Article of the Annotated Code of Maryland. Each such assessment, together with interest, late charges, costs of collection and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of the Lot(s) 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 for the following purpose: (a) to pay all administrative, managerial, legal, insurance and any other costs or expenses incurred by the Association in the operation of the Association; (b) for the use, improvement, maintenance, repair, and replacement of the Stormwater Management Facilities and Improvement Areas; (c) to pay for the cost of all utilities or utility services transmitted by or through one or more of the Stormwater Management Facilities and Improvement Areas and not separately metered and billed to each Lot Owner; (d) to pay any expenses of cutting the grass or otherwise maintaining the Stormwater Management Facilities and Improvement Areas whether or not such charges are to be paid by a Lot Owner or by the Association; (e) to provide an adequate reserve for maintenance, repair and replacement of the Stormwater Management Facilities and Improvement Areas; (f) to pay taxes and other governmental charges and assessments on the Stormwater Management Facilities and Improvement Areas, if any; and (g) to promote the health, recreation, and welfare of the residents in the Lots.

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 shall be Three Hundred Dollars ($300.00) per Lot per year, which shall be payable monthly, quarterly, semi-annually or annually, as determined by the Board.

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 each year in an amount not to exceed ten percent (10%) above the maximum annual assessment allowable for the previous year, the amount of such increase to be determined by the Board.

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 in an amount exceeding ten percent (10%) by an affirmative 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.

The Board of Directors may fix the annual assessment at an amount not in excess of the maximum without a vote of the membership.

Section 4. Class B Membership Assessment. The Class B Member shall be required to pay twenty-five percent (25%) of the annual assessment due on the Lots it owns and that have been annexed into the Association.

Section 5. Special Assessments. In addition to the annual assessments authorized above, the Association may levy special assessments for the purpose of defraying, in whole or in

part, the cost of any construction, reconstruction, repair or replacement of any Stormwater Management Facility and/or the Improvement Areas, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy at a meeting called for this purpose.

Section 6. Notice and Quorum for any Action Authorized under Sections 3 and 5. Written notice of any meeting called for the purpose of taking any action under Article V, Sections 3 or 5 of this Article 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 the votes of each class of membership shall constitute a quorum. If the required quorum is not present at any meeting, another meeting may be called subject to the same notice requirements set forth above, and the required quorum at any subsequent meeting shall be reduced to 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 7. Uniform Rate of Assessment. Both annual and special assessments shall be fixed at a uniform rate for all Lots, except as noted in Section 4 of this Article.

Section 8. Date of Commencement of Annual Assessments. The annual assessments shall commence as to all Lots on a date designated by the Board of Directors; provided, however, that the annual assessments shall commence on a date no later than the date of approval of the Stormwater Management Facilities and release thereof from any maintenance obligations by the appropriate authorities of St. Mary's County. 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 amount of annual assessment and the due date thereof shall be sent to every Owner subject thereto. 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 specific Lot have been paid. A properly executed Certificate of the Association as to the status of assessments or a Lot is binding upon the Association as of the date of its issuance.

Section 9. Remedies of the Association for Non-Payment of Assessments. Any assessment not paid within fifteen (15) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum and late charges not exceeding Fifteen Dollars ($15.00) or one-tenth (1/10th) of the total amount of the delinquent assessment or installment, whichever

is greater, provided the late charge may not be imposed more than once for the same delinquent payment. The Owner shall also be responsible for payment of all costs of collection and reasonable attorneys' fees incurred by the Association as a result of non-payment of the assessment amount. Subject to the provisions of Section 14 of this Article, the Association may bring an action at law against the Owner personally obligated to pay the same, or, establish and foreclose the lien against the Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his Lot.

Section 10. Notice of Lien. No action shall be brought to establish or foreclose an assessment lien or to proceed under the power of sale herein except in strict accordance with the Maryland Contract Lien Act.

Section 11. Foreclosure. The Declarant, for each Lot owned within the Real Property, hereby covenants, and each Owner of any Lot by acceptance of a deed for a Lot, whether or not so expressed in such deed, is deemed to covenant, agree and authorize the Association to foreclose on any recorded lien in accordance with the procedures relating to the foreclosure of mortgages as prescribed in the Maryland Rules of Procedure, as if the Association were the mortgagee and the Owner were the mortgagor.

Section 12. Curing of Default. In the event the Owner timely cures the default for which a notice of lien was filed, the Association may file or record, as the case may be, an appropriate release of such notice, upon payment by the defaulting Owner of a fee, to be determined by the Association, but not to exceed One Hundred Dollars ($100.00), to cover the costs of preparing and filing or recording such release.

Section 13. Cumulative Remedies. The assessment lien and the rights to foreclosure sale hereunder shall be in addition to and not in substitution for all other rights and remedies which the Association and its successors and assigns may have hereunder and by law, including a suit to recover a money judgment for unpaid assessments, as above provided.

Section 14. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any institutional Mortgagee providing purchase money financing in either the form of a single purchase money first mortgage or a combination purchase money first and purchase money second mortgage, such purchase money first and purchase money second mortgage combination designed to facilitate financing due to statutory lending limits which may prohibit financing of first mortgages in excess of certain dollar amounts. Sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessment as to payment 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.

Section 15. Notice to Mortgagees. Upon request, the Association shall notify the Mortgagee in writing of any first mortgage or any first deeds of trust on any Lot for which the assessment levied pursuant to this Declaration becomes delinquent for a period in excess of sixty (60) days and in any other case where the Owner of such Lot is in default with respect to the performance of any other obligation hereunder for a period in excess of sixty (60) days.

ARTICLE V
MAINTENANCE

Section 1. Improvement Areas. The Association shall be responsible for the improvement, replacement, reconstruction or care and maintenance of the Improvement Areas, including but not limited to, the maintenance of all Stormwater Management Facilities located or installed thereon.

Section 2. Reservation of Easements. Easements and rights-of-ways are hereby expressly reserved to the Association, in, over and under each Lot for (i) the right of ingress and egress over the Lot to the Improvement Areas and a right-of-way to install, construct, reconstruct, maintain, repair, operate and inspect any improvements, including any Stormwater Management Facilities, within said Improvement Areas; and (ii) for slope control, including grading, regrading, altering and planting slopes and preventing any activity which might interfere with slope ratios or which might create erosion of sliding problems, or might change, obstruct or retard drainage flow affecting the Improvement Areas. The Association, and its agents, employees, and contractors shall have the right to enter upon all parts of each Lot for any of the purposes for which said easements and rights-of-way are reserved, including clearing timber, trees or shrubs, or any Structure erected on or laid within the Improvement Areas. No charge, claim or demand may be made against the Association or such parties for any or all activities in the exercise of the rights herein granted.

Section 3. Limitation on Use of Improvement Areas. In all Improvement Areas, no Structure or planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of improvements therein or which may change the directional flow of drainage channels or Stormwater Management Facilities or obstruct or retard the flow of water through drainage channels or Stormwater Management Facilities. Notwithstanding the powers and duties of the Association specified herein, the Owner of any Lot on which all or any part of an Improvement Area is located shall be responsible for normal and ordinary maintenance, including but not limited to, ordinary grass cutting, in accordance with any requirements of St. Mary's County

and the requirements set forth in Exhibit "C" attached hereto and made a part hereof.

Section 4. Individual Lots. Except as specifically provided herein, the Owner of each Lot shall otherwise be responsible for the care, maintenance, repair and replacement of his Lot, dwelling and all improvements situate thereon, therein and thereunder.

ARTICLE VI
POWERS AND DUTIES OF THE ASSOCIATION

Section 1. Limitation on Powers and Duties. The Association shall not have the power and/or the duty to enforce the Declaration of Covenants, Conditions and Restrictions of even date herewith, unless the Association is specially assigned such powers and obligations by the Declarant as provided therein.

Section 2. Additional Powers and Duties. In addition to the powers and duties enumerated in its Articles of Incorporation, and By-Laws, or elsewhere provided for herein, and without limiting the generality thereof, the Association shall: (a) maintain, improve, construct, reconstruct (in the event of deterioration or destruction), alter or amend all of the Improvement Areas and all facilities, improvements and landscaping thereon, and all property acquired by the Association, and to pay all the costs thereof as may be required in the Association's sole discretion; (b) maintain such policy or policies of insurance on the Improvement Areas as the Board of Directors of the Association deems necessary or desirable in furthering the purposes of and protecting the interests of the Association and its members; and (c) enforce applicable provisions of this Declaration and the By-Laws of the Association and establish and enforce rules and regulations (including imposition of fines for violations thereof) pertaining to the maintenance and use of the Improvement Areas, as may be necessary in the Association's sole discretion.

Section 3. Maintenance of Records. The Association shall maintain adequate books and records and any member, Owner and Mortgagee shall have the right to examine the books and records of the Association during regular business hours and upon reasonable notice.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Enforcement. The Association, by and through its Board of Directors, 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. In the event the Association institutes legal action to compel

enforcement, it shall be entitled to recover all court costs and reasonable attorneys' fees incurred from the violating Owner. 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.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term until December 31, 1999, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first term by an instrument signed by not less than ninety percent (90%) of the Lot Owners and after the first term, by an instrument signed by not less than seventy-five (75%) percent of the Lot Owners. To be effective, any amendment(s) must be properly recorded among the Land Records. Notwithstanding the foregoing, this Declaration shall not be amended without the written consent of seventy-five percent (75%) of the first Mortgagees and seventy-five percent (75%) of the Lot Owners to permit the Association or the Lot Owners to: (a) by act or omission, seek to abandon or terminate the Association or the provisions of this Declaration relating to Improvement Area maintenance; (b) change the method of determining the obligations or assessments which may be levied against an Owner; (c) by act or omission, seek to abandon, partition, subdivide, encumber, or transfer all or any portion the Improvement Areas, provided, however, that the grant of easements for public utilities or for other public purposes shall not be deemed a transfer within the meaning of this clause; (d) use hazard insurance proceeds for losses to the Improvement Areas for other than the repair, replacement or reconstruction of such improvements in the Improvement Areas, except as provided by statute.

Section 4. FHA/VA Approval. Anything set forth in Section 3 of this Article to the contrary notwithstanding, the Declarant shall have the absolute unilateral right, power and authority to modify, revise, amend or change any of the terms or provisions of this Declaration, as from time to time amended or supplemented. This unilateral right, power and authority of the Declarant may be exercised only if either the Veterans Administration or the Federal Housing Administration or any successor agencies thereto or any one or more other Federal, state or local government agencies shall require such action as a condition precedent to the approval by such agency, of the Properties or any part thereof or any Lots thereon, for Federally approved mortgage financing purposes under applicable Veterans Administration, Federal Housing Administration or similar programs. If the Veterans Administration or any successor agencies approve

the Properties or any parts thereof or any Lots thereon for Federally approved mortgage financing purposes, thereafter any amendments to the Declaration made during any period of time when there are Class B members shall also require the prior consent of the agency giving such approval.

IN WITNESS WHEREOF the Declarant has duly executed this Declaration the day and year first above written.

WITNESS:

Ann R. Rutter

J.D. Murray

STATE OF Maryland, CITY/COUNTY OF Calvert, TO WIT:

I HEREBY CERTIFY, that on this 12th day of March, 1995, before me, personally appeared J.D. MURRAY known to me (or satisfactorily proven) to be the person described in the foregoing instrument, and acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Ann R. Rutter (SEAL)
NOTARY PUBLIC

My Commission Expires:

6-23-95

CONSENT OF THE OWNER OF LOT NO. 6

The undersigned Owner of Lot No. 6 in Persimmon Hills, Section One, pursuant to a certain Deed dated August 4, 1991, and recorded among the Land Records of St. Mary's County, made by J.D. Murray, Grantor therein, do hereby (i) consent to the terms and conditions of the Management and Maintenance Declaration (the "Maintenance Declaration"); and (ii) subject its fee simple interest in and to Lot No. 6 of Persimmon Hills, Section One; and (iii) declare that Lot No. 6 shall be held, transferred, sold, conveyed and occupied subject to the legal operation and effect of the Maintenance Declaration. Notwithstanding any language herein to the contrary, the Owner of Lot 6 shall not be a member of the Association created in the Maintenance Declaration, nor shall Lot 6 be subject to greater restrictions then set forth in the Deed from J.D. Murray to The Vestry of St. John's United Episcopal Church as recorded in Book 615, Page 0089 of the Land Records of St. Mary's County,

Maryland. Nonetheless, this Consent signifies that the Owner of Lot 6 shall share in the expenses relating to the Stormwater Management Structures serving the Persimmon Hills Subdivision provided, however, such financial obligation is limited to its prorata share. Should Lot 6 revert to J.D. Murray, or should Lot 6 be sold for non "church" purposes, then Lot 6 shall be subject to all of the terms and conditions of the Maintenance Declaration for all purposes.

WITNESS:

The Vestry of St. John's United Episcopal Church, a Maryland religious corporation

By: Robert E. Hutchek

STATE OF MARYLAND, COUNTY OF Calvert, to wit:

I HEREBY CERTIFY, that on this 13th day of March, 1995, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared Robert E. Hutchek, who acknowledged himself to be the Lead Warden of The Vestry of St. John's United Episcopal Church, and that he as such Lead Warden, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing, in my presence, the name of The Vestry of St. John's United Episcopal Church by himself as Lead Warden.

AS WITNESS my hand and Notarial Seal.

Notary Public

My Commission Expires: 6-23-97

I HEREBY CERTIFY that this Declaration was prepared or caused to be prepared by the undersigned, an attorney admitted to practice before the Court of Appeals of Maryland.

CYNTHIA K. HITT

EXHIBIT "A"

Description of the Record Plats of the Community.

1. All that tract of land platted as 92.01 acres, more or less of land more particularly described in the plat entitled "Confirmatory Plat, Persimmon Hills, Section I, 46 Lots" recorded among the Plat Records of St. Mary's County, Maryland in Liber E.W.A. 36, Folio 5.

2. All that tract of land platted as 111.73 acres, more or less of land more particularly described in the plat entitled "Persimmon Hills, Section II" recorded among the Plat Records of St. Mary's County, Maryland in Liber E.W.A. 36, Folio 2.

EXHIBIT "B"

LEGAL DESCRIPTION

Beginning for the same at a point in the northerly right-of-way line of Maryland State Route #5, a variable width right-of-way as shown on SRC Plats #29075 through #29077. Said beginning point being further described as being the most southerly corner of a tract or parcel of land standing in the name of John C. Moreland as recorded among the Land Records of St. Mary's County, Maryland in Liber MRB 136, at Folio 213. Said beginning point being even further described as being the most westerly corner of the herein described. Thence leaving the beginning point so fixed and running and binding on the said Moreland outline the following nineteen courses and distances, (1) North 71 deg. 08' 44" East 226.84 feet to an eighteen inch oak tree. Thence, (2) North 79 deg. 20' 44" East 386.96 feet to an eighteen inch oak tree, thence (3) South 79 deg. 13' 39" East 213.57 feet to a twelve inch beech tree, thence (4) North 66 deg. 43' 54" East 424.67 feet to a twelve inch dead maple, thence (5) South 88 deg. 38' 08" East 348.81 feet to a 36 inch poplar, thence (6) South 65 deg. 13' 07" East 63.91 feet to a 24 inch dead maple, thence (7) North 75 deg. 52' 54" East 208.78 feet to an eighteen inch gum tree, thence (8) North 33 deg. 22' 31" East 187.91 feet to a point in the centerline of a four foot wide stream. Thence running generally with the centerline of said steam the following eleven courses and distances, (9) North 10 deg. 54' 51" East 101.44 feet, (10) North 21 deg. 37' 39" West 165.61 feet, (11) North 05 deg. 38' 20" East 479.37 feet, (12) North 45 deg. 52' 54" East 220.05 feet, thence (13) North 59 deg. 20' 06" East 391.38 feet, (14) North 46 deg. 13' 21" East 147.19 feet, (15) North 18 deg. 32' 04" East 121.50 feet, (16) North 53 deg. 25' 54" East 348.94 feet, (17) North 69 deg. 12' 59" East 217.97 feet, (18) North 09 deg. 33' 11" West 176.63 feet, (19) North 46 deg. 34' 02" East 181.55 feet to a small maple tree in the corner of an old rail and wire fence marking the most southerly corner of a tract or parcel of land now or formerly standing in the name of James Harold Burroughs as recorded in the aforementioned Land Records in Liber MRB 38 at Folio 464. Thence leaving the said Moreland outline and running and binding on said Burroughs outline and with said old fence the following five courses and distances, (20) North 75 deg. 00' 44" East 259.69 feet to an eighteen inch Beech tree, thence (21) North 78 deg. 53' 37" East 190.36 feet to a twenty-four inch beech tree. Thence (22) North 83 deg. 59' 54" East 282.20 feet to a point. Thence (23) North 77 deg. 30' 19" East 179.20 feet to a point. Thence, (24) North 68 deg. 28' 09" East 493.30 feet to a point in the northerly outline of a tract or parcel of land now or formerly standing in the name of Cleopatra Curtis as recorded among the aforementioned Land Records of Liber DBK 206 at Folio 229. Thence leaving the said Burroughs outline and running and binding on the said Curtis outline the following nine courses and distances, (25) South 18 deg. 57' 31" West 158.25 feet to a point. Thence (26) South 42 deg. 46' 46"

West 151.62 feet to a point, Thence (27) South 22 deg. 58' 25" West 90.30 feet to a point, thence (28) South 34 deg. 36' 25" West 269.50 feet to a painted twenty-four inch beech tree, thence (29) South 01 deg. 56' 25" West 271.00 feet to a point. Thence (30) South 13 deg. 37' 35" East 170.40 feet to a point. Thence (31) South 19 deg. 50' 35" East 81.90 feet to a point, thence (32) South 01 deg. 28' 25" West 253.30 feet to a point. Thence (33) South 22 deg. 59' 40" East 176.17 feet to a twenty-four inch oak tree marking a northwesterly corner of a tract or parcel of land now or formerly standing in the name of Norman Taylor as recorded among the aforementioned Land Records in Liber MRB 232 at Folio 61. Thence leaving the said Curtis outline and running and binding on the said Taylor outline and across a fifty foot right-of-way leaving from Maryland State Route #5 through the lands of the herein described to the said Norman Taylor tract. Said right-of-way being recorded among the Land Records of St. Mary's County, Maryland, in Liber DBK 174, at Folio 496, (34) South 09 deg. 24' 22" East 72.33 feet to a point in the Southerly right-of-way line of said 50 foot right-of-way. Thence running and binding on said southerly right-of-way line (35) South 58 deg. 41' 02" West 37.87 feet to an iron pipe found. Thence leaving said right-of-way line and running and binding on the said Taylor outline the following twenty-nine courses and distances, (36) South 43 deg. 04' 53" East 2,125.02 feet, (37) North 53 deg. 15' 59" East 151.00 feet, (38) North 30 deg. 13' 59" East 141.00 feet, (39) North 44 deg. 39' 08" East 177.00 feet, (40) North 60 deg. 28' 59" East 115.00 feet, (41) North 43 deg. 22' 59" East 115.00 feet, (42) North 53 deg. 55' 59" East 96.00 feet, (43) North 62 deg. 35' 59" East 80.00 feet, (44) North 37 deg. 00' 59" East 191.00 feet, (45) North 17 deg. 31' 59" East 85.00 feet, (46) North 60 deg. 55' 59" East 126.00 feet, (47) South 84 deg. 25' 01" East 136.00 feet, (48) North 70 deg. 57' 59" East 116.00 feet, (49) North 40 deg. 06' 59" East 165.00 feet, (50) North 45 deg. 21' 59" East 130.00 feet, (51) North 31 deg. 05' 59" East 240.00 feet, (52) North 23 deg. 42' 01" West 133.50 feet, (53) North 58 deg. 40' 59" East 129.40 feet, (54) North 56 deg. 04' 59" East 50.00 feet, (55) North 59 deg. 37' 59" East 194.00 feet, (56) North 58 deg. 32' 59" East 145.00 feet, (57) North 51 deg. 48' 59" East 165.00 feet, (58) North 71 deg. 01' 59" East 76.00 feet, (59) North 50 deg. 02' 59" East 94.00 feet, (60) North 77 deg. 15' 59" 165.00 feet, (61) North 72 deg. 03' 59" East 203.00 feet, (62) North 75 deg. 02' 59" East 154.00 feet, (63) North 76 deg. 29' 59" East 274.00 feet, (64) North 76 deg. 30' 08" East 172.13 feet to a point marking the most westerly corner of a tract or parcel of land now or formerly standing in the name of Herman Wood as recorded among the aforementioned Land Records in Liber 14, at Folio 129. Thence leaving the said Taylor outline and running and binding on the said Wood outline the following four courses and distances, (65) South 20 deg. 41' 29" West 896.86 feet, (66) South 08 deg. 38' 22" West 722.39 feet, (67) South 22 deg. 04' 25" East 359.81 feet, (68) South 07 deg. 06' 57" East 1,763.27 feet to a point marking the northwesterly corner of a tract or parcel of land now or formerly standing in the name of Effie

Wood as recorded among the aforementioned Land Records in Liber 18 at folio 494. Thence leaving the said Herman Wood outline and running and binding on the said Effie Wood outline of the following seven courses and distances (69) South 48 deg. 37' 26" West 468.00 feet, (70) South 28 deg. 23' 32" West 105.55 feet, (71) South 57 deg. 54' 11" East 182.98 feet, (72) South 27 deg. 22' 32" West 524.33 feet, (73) South 16 deg. 45' 41" West 133.65 feet, (74) South 19 deg 03' 18" East 193.13 feet, (75) South 20 deg. 40' 07" East 213.16 feet to a point in the westerly outline of a tract or parcel of land now or formerly standing in the name of Phillip Long. Thence leaving the said Effie Wood outline and running and binding on the said Long outline the following twelve courses and distances, (76) South 85 deg. 47' 18" West 304.47 feet, (77) South 86 deg. 47' 10" West 934.48 feet, (78) North 37 deg. 53' 57" West 578.57 feet, (79) North 41 deg. 19' 43" West 240.57 feet, (80) North 41 deg. 18' 15" West 231.90 feet, (81) North 46 deg. 49' 26" West 211.89 feet, (82) North 51 deg. 24' 16" West 521.88 feet, (83) North 48 deg. 12' 31" West 40.70 feet, (84) North 48 deg. 35' 23" West 242.09 feet, (85) North 39 deg. 58' 07" West 116.26 feet, (86) North 39 deg. 32' 35" West 279.44 feet, (87) North 61 deg. 30' 36" West 245.73 feet to a point marking the most northerly corner of a tract or parcel of land now or formerly standing in the name of J. Stanton Guy, Thence leaving the said Long outline and running and binding on the said Guy outline the following nine courses and distances, (88) North 89 deg. 46' 58" West 1,548.48 feet, (89) North 86 deg. 39' 48" West 457.07 feet, (90) North 88 deg. 53' 34" West 229.47 feet, (91) North 73 deg. 34' 40" West 291.58 feet (92) North 86 deg. 37' 22" West 211.00 feet, (93) North 87 deg. 17' 22" West 367.00 feet, (94) North 86 deg. 25' 22" West 214.00 feet, (95) South 70 deg. 36' 38" West 190.00 feet, (96) South 77 deg. 30' 38" West 34.06 feet to a point in the aforementioned northerly right-of-way line of Maryland State Route #5. Thence leaving the said Guy parcel and running and binding on the said Maryland State Route #5 right-of-way line the following twelve courses and distances, (97) North 27 deg. 02' 22" West 171.06 feet, (98) North 51 deg. 24' 34" West 150.33 feet, (99) North 71 deg. 49' 24" West 109.66 feet, (100) North 58 deg. 54' 19" West 101.98 feet, (101) North 47 deg. 35' 44" West 950.00 feet, (102) North 28 deg. 18' 20" West 105.94 feet, (103) North 47 deg. 35' 44" West 100.00 feet, (104) North 60 deg. 43' 46" West 154.03 feet, (105) North 47 deg. 35' 44" West 100.00 feet, (106) North 36 deg. 17' 08" West 101.98 feet (107) North 44 deg. 43' 59" West 200.25 feet, (108) North 47 deg. 35' 44" West 27.67 feet to the point and place of beginning containing a total of 552.00 acres, more or less.

Being a portion of a larger tract or parcel of land conveyed unto the C. G. Fox Lumber Company, Inc., a North Carolina Corporation by deed dated May 17, 1954, from the In-Land Sales and Development Corporation as recorded among the Land Records of St. Mary's County, Maryland, in Liber CBG 50 at Folio 253.

Being subject to a fifty foot right-of-way leading from Maryland State Route #5 through the lands of the grantor herein

as recorded among the Land Records of St. Mary's County, Maryland, in Liber DBK 174 at Folio 496 and also being subject to a 100 foot wide SMECO right-of-way easement as recorded among the Land Records of St. Mary's County, Maryland in Liber DBK 156 at Folio 465. Also being subject to all other easements and rights-of-way easement as recorded among the Land Records of St. Mary's County, Maryland.

SAVING AND EXCEPTING all of that real property described in Exhibit "A" hereto already subjected to the foregoing Management and Maintenance Declaration.

EXHIBIT "C"

1. The OWNER(S) covenants and agrees that OWNER shall provide for the maintenance of the stormwater management facility to ensure that the facility is and remains in proper working condition in accordance with approved design standards, rules and regulations, and applicable laws. The OWNER(S) shall perform the following as part of regular maintenance:

   a. Routine inspection of trench surface, underground portion of trench (via the 4" observation well), and grass buffers in spring (April) and Fall (September) and after each major storm.

   b. Grass buffers to be mowed once (minimum) each month between April and September.

   c. Rehabilitate trench surface when ponding becomes evident.

   d. Rehabilitate underground trenches when trench fails to drain in three (3) days.

   e. Maintenance of stormwater facilities shall be in accordance with the Inspection and Maintenance Agreement with St. Mary's County for Private Stormwater Management Facilities and shall be the responsibility of the OWNER(S) and/or his successors and assignees.

   f. Trench and swale maintenance, such as grass cutting and debris removal shall be the responsibility of the OWNER(S). OWNER(S) shall discourage the off-road parking along swale areas, especially during wet periods when the swale grasses and underlying soils are most vulnerable to damage. The OWNER(S) is not to remove the check or trench dams. Such activities can alter the drainage configuration of the swale area and kill the vegetation that stabilizes it and provides natural treatment of runoff.

   g. After grass has become established in grass lined channels, the mowing of the channel should not damage the grass. Permanent channels shall be mowed periodically to maintain their capacity.

   h. If sediment is deposited in the stormwater management facility it shall be removed promptly to prevent damage to the facility.

RETURN TO:
NAME: Raymills Const. Co.
ADDRESS: Box 48A
Owings, MD. 20736
ATTN - MRS. Lockard

LIBER 0979 PAGE 309 BOOK 0003 PAGE 0244

FOURTH SUPPLEMENTAL OR CLUSTER DECLARATION

and
Annexation Amendment
to the
Declaration of Covenants, Conditions and Restrictions
of
WILDEWOOD VILLAGE ASSOCIATION, INC.
and to the
Declaration of Covenants, Conditions and Restrictions
of
WILDEWOOD VILLAGE VILLA ASSOCIATION, INC.

RECORDING FEE 25.00
TOTAL 25.00
Rec# 9903 Rcpt # 4289
EWA NB Blk # 861
Jun 28, 1995 02:35 PM

This FOURTH SUPPLEMENTAL OR CLUSTER DECLARATION and Annexation Amendment, (the "Fourth Supplemental Declaration"), made this 27th day of June, 1995, by PARAGON BUILDERS, INC., a Corporation organized and existing under the laws of the State of Maryland (the "Declarant").

IMP FD SURC $ 2.00
RECORDING FEE 20.00
TOTAL 22.00

Introductory Statement

A. Declarant has caused the Declaration of Covenants, Conditions and Restrictions of Wildewood Village Association, Inc., dated March 31, 1994, recorded among the Land Records of St. Mary's County, Maryland in Liber E.W.A. No. 880 at Folio 418 (the "Master Declaration") establishing Wildewood Village and the Wildewood Village Association, Inc. (the "Master Association").

Rec# 9903 Rcpt # 4289

B. Declarant also has caused the Declaration of Covenants, Conditions and Restrictions of Wildewood Village Villa Association, Inc., dated March 31, 1994, recorded among the Land Records of St. Mary's County, Maryland in Liber E.W.A. No. 880 at Folio 442 (the "Cluster Declaration") establishing Wildewood Village Villa Association, Inc. (the "Cluster Association"), the effect of which was to subject certain described property designated as the Proposed Villa Phase One Area to the Cluster Declaration and thereby to the Master Declaration pursuant to Article II, Section 1 of the Master Declaration.

EWA NB Blk # 868

C. Declarant may add or annex certain additional property to the Master Declaration and the Cluster Declaration pursuant to Article II, Section 2 of the said Declarations.

NOW THEREFORE, in this Fourth Supplemental Declaration the Declarant, for itself, its successors, and assigns, does hereby expressly declare, state, and establish as follows:

Jun 28, 1995 02:23 PM

1. That the following parcels of land, to the extent that they were not part of the Proposed Villa Phase One Area, are hereby annexed and made subject to the Master Declaration and to the jurisdiction of the Master Association:

(a) Lot 301, Plat Ten of Wildewood Village as per plat recorded in the Plat Records of St. Mary's County, Maryland in Plat Liber E.W.A. No. 40, Folio 92.

2. That the following parcel of land is hereby annexed and made subject to the Cluster Declaration and to the jurisdiction of the Cluster Association:

(a) Lot 301, Plat Ten of Wildewood Village as per plat recorded in the Plat Records of St. Mary's County, Maryland in Plat Liber E.W.A. No. 40, Folio 92.

WITNESS the hand and seal of Declarant, Paragon Builders, Inc., by its President on the day and year first above written.

ATTEST:

Thomas E. Wettengel
Corporate Secretary

PARAGON BUILDERS, INC.

By: _____ (Seal)
Edmund W. Wettengel
President

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

I HEREBY CERTIFY, that on this 27th day of June, 1995, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared EDMUND W. WETTENGEL, who made oath in due form of law that he is the President of Paragon Builders, Inc., a corporation, the Declarant of the aforegoing Fourth Supplemental Declaration, and that he is authorized to execute the said Fourth Supplemental Declaration on behalf of the Corporation, and that the said Fourth Supplemental Amendment to Declaration is the act of Paragon Builders, Inc. and that said Fourth Annexation Amendment to Declaration was executed and is to be recorded for the purpose of subjecting the described real property to the legal operation and effect of the Master Declaration, and to the jurisdiction of the Master Association and to the Cluster Association and to the jurisdiction of the Cluster Association as stated therein.

AS WITNESS my hand and Notarial Seal.

J. Rachael Tolson
Notary Public

My Commission Expires: 6-21-98

EXHIBIT A: ORIGINAL PLAT AS EXECUTED BY ALL PARTIES — & RECORDED AMONG

General Notes:

1. Tax map / parcel numbers are for the 36 acres (± ac.) for the 160 acre tract (± ac.) for the 148 acre tract.
2. The subdivision shown hereon is a part of the WILDEWOOD PLANNED UNIT DEVELOPMENT as approved and to be amended by all applicable amendments and resolutions of record.
3. Present Zoning: PUD 4.28
4. Public utility easements shall be a minimum of 10 (ten) feet in width along all property lines or as required by the Saint Mary's County Subdivision Regulations, Article III — Section 4.06, and there shall be a 10 (ten) foot easement along all road rights-of-way and a 5 (five) foot easement along all lot lines for public utilities and drainage.
5. All lots are to be served by public water and (sewer) sewer systems constructed in accordance with the Saint Mary's County Standards and Specifications for Water and Sewer Construction and in accordance with the public works agreement between the owner and the Saint Mary's County Metropolitan Commission. The subdivision shall comply in all respects with the Saint Mary's County Comprehensive Water and Sewer Plan.
6. The utility easement(s) as indicated is/are for the use of FAMILY BUILDERS, its successors and assigns, to install and maintain sewer gravity utilities and their appurtenances. Any sewer installed during construction and/or maintenance shall be permanently established. See utility easement covenant for further ownership.
7. PRIVATE STREETS AND ROADS. The roadways of the lots shown hereon will have access to and from Wildwood Parkway, a public street, via Private Roads Wetstone Lane and Wildwood Village Lane, which are private streets and roads constructed in accordance with the applicable Declaration of Covenants, Conditions and Restrictions. Said private streets and roads and their maintenance shall be the responsibility of the owners through the Homeowners Association. Said private streets and roads are not a part of the County Road System and do not receive maintenance from the County. The location of Private Roads will be more specifically shown on subsequent subdivisions of the Wildwood Village Development Envelope.
8. Outside Bay area to serve as an utility, drainage and pedestrian access easement.
9. Property Addresses are shown hereon as thus: (1100)

Development, Construction, Utility and Drainage Easement Covenant:

[illegible]

Owner and Association Easements and Cross Easements

[illegible]

Owner's Dedication:

[illegible]

Edward W. Rechargel, President — Date

Thomas E. Rechargel, Secretary — Date

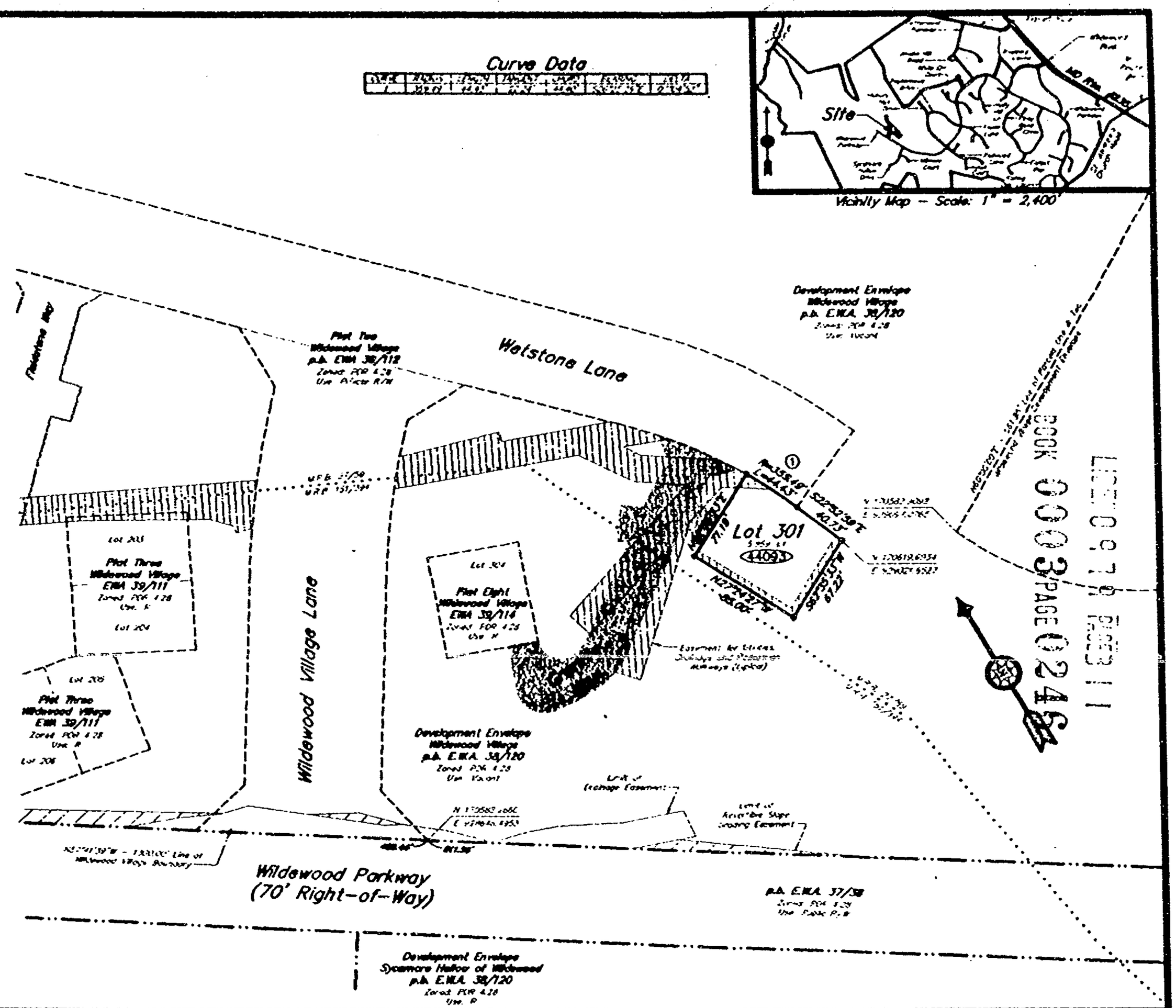
First Union National Bank of Virginia, N.A. — Date
James A. Kinsley, Senior Vice Pres. for Trust Division

Surveyor's Certification:

I hereby certify, to the best of my knowledge, information and belief, that the plat shown hereon is correct and conforms to the specifications that said plat is a subdivision of part of the lands conveyed unto Paragon Builders, Inc. by deed from Samuel A. Weatherholt and Alice P. Weatherholt, his wife, dated July 26, 1983 and recorded among the Land Records of St. Mary's County, Maryland in Liber M.R.B. 151 at Folio 394 and part of the lands conveyed unto Paragon Builders, Inc. by deed from A.S.T., Inc., a Maryland Corporation, dated March 13, 1988 as recorded among said Land Records in Liber M.R.B. 252 at Folio 175, said parcel more particularly described as a subdivision of "Plat One - Development Envelope - Wildwood Village" as recorded among said Land Records in plat Liber E.W.A. 38 at Folio 120.
The requirements of Subsection (C) of Section 3-108 of the Annotated Code of Maryland (Real Property Article) as far as it concerns the marking of the plat and setting of the markers required therein, have been or will be complied with, to the best of my knowledge, information and belief.

Larry O. Day
Registered Land Surveyor
Maryland Certificate No. 3406

Date



Planning and Zoning	Health Department	Department of Public Works				
Date	Date	Date				
Director	Health Officer	Director				
P.C. Chairman	Dir.Env.Hyg.	Metropolitan Commission				
Case File Number: 91-0233	Sanitarian	Date				
		Director	No.	Date	Description	By
			REVISIONS			

LARRY O. DAY
Surveying, Land Planning & Engineering
Wildwood Professional Park — 308 Airport Drive
California, Maryland 20619
Phone: (301) 863-0333

Plat Ten
Lot 301
WILDEWOOD VILLAGE
Third & Eighth Election Districts
St. Mary's County, Maryland

Contract # 95-008	Drawing # WWHP10	Drawn by LOD	Ck. by WPH
Date 05/06/95	Scale 1" = 50'	Page 1 of 1	

RET-10

THE LAND RECORDS FOR ST. MARY'S COUNTY, MARYLAND. FWA 1/11/02

BOOK 0003 PAGE 0247

LIBER 0979 PAGE 498

ANNEXATION AMENDMENT

THIS DECLARATION OF ANNEXATION AMENDMENT is made this 26th day of June, 1995, by BRETON BAY DEVELOPMENT ASSOCIATES, a Maryland joint venture hereinafter referred to as "the Declarant".

RECORDING FEE 20.00
IMP FD SURC $ 2.00

EXPLANATORY STATEMENT: On or about August 11, 1989, Declarant, et. al. recorded a certain Declaration of Covenants, Conditions and Restrictions for Breton Bay Landing (hereinafter referred to as 'the Declaration") among the Land Records for St. Mary's County, Maryland at Liber 496, folio 412, for the purpose of then or in the future subjecting certain real property described in Exhibit B thereto to the covenants, restrictions, easements, charges and liens therein set forth, each and all of which were to be for the benefit of the Property (as therein described and defined) and the subsequent owners thereof. The Declarant herein is defined and described in the Declaration to be 'the Declarant" referred to therein.

TOTAL 22.00

With regard to subsequent addition of real property to the legal operation and effect of the Declaration, Article II of the Declaration expressly provides,

Rec# 5702 Rcpt # 5753
DWH FG Blk # 1780

"Section 1. **Initial Property.** The real property initially subject to this Declaration is the Property (as more particularly described in the Exhibit A attached hereto).

Jun 29, 1995 01:00 PM
RECORDING FEE 20.00

Section 2. **Additions.** Additional real property may be subjected to the provision of this Declaration and the jurisdiction of the Association in the following manner: the Declarant shall have the unilateral right, privilege and option, from time to time at any time to annex the Property and subject to the legal operation and effect of this Declaration and the jurisdiction of the Association all or any portion of the real property described in the Exhibit B attached hereto (said Exhibit B being hereby made a part of this agreement and herein incorporated by reference) or any other real property contiguous or adjacent to the Property or any of the said real property described in Exhibit B by filing an Annexation Amendment among the Land Records of St. Mary's County, Maryland with respect thereto. Such Annexation Amendment shall not require any vote of the Members to effect a need to be executed only by the Declarant (or its successors or assigns) and the owner of such real property if the Declarant is not the owner thereof. Any such annexation shall be effective upon the recording of the Annexation Amendment unless otherwise provided therein...."

TOTAL 20.00
Rec# 5702 Rcpt # 5753

The real property described in the Exhibit A attached hereto is a part of the real property described in the Exhibit B which is attached to the Declaration.

DWH FG Blk # 1781

Jun 29, 1995 01:17 PM

NAME: Dianne
ADDRESS: SMF

Pursuant to the above-quoted language of the Declaration, the Declarant and the Owner hereby intend to annex the additional property described in the Exhibit A attached hereto to that currently subject to the legal operation and effect of the Declaration and the jurisdiction of the Breton Bay Homeowners Associations, Inc.

NOW THEREFORE, the Declarant and the Owner hereby declare as follows:

1. **Annexation Amendment.** All of the real property described in the Exhibit A attached hereto (which said Exhibit A is herein incorporated by reference) is and hereafter shall be held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied and improved subject to the covenants, restrictions, uses, limitations, obligations, easements, equitable servitudes, charges and liens set forth in the Declaration, all of which are declared and agreed to be in aid of a plan for improvement of the Property described in the Declaration, the property heretofore annexed to that subject to the legal operation an effect of the Declaration, the real property described in the Exhibit A attached hereto, and such additional real property as shall hereafter be subjected to the legal operation and effect of the Declaration in accordance with the provisions thereof, and all of which shall be deemed to run with and bind the land so submitted to the Declaration and to inure to the benefit of an be enforceable by the Declarant, its successors and assigns, and any person acquiring or owning an interest in such real property, including, without limitation, any person who holds such interest solely as security for the performance of an obligation.

2. **Effective Date.** This declaration of annexation amendment shall be effective immediately upon the execution, delivery, and recordation of this instrument.

3. **Construction.** The provisions, covenants, conditions, restrictions, easements and reservations contained in the Declaration and this instrument shall be governed and construed in accordance with the laws of the State of Maryland. Such provisions, covenants, conditions, restrictions, easements and reservations shall be liberally construed to effectuate the purposes of (a) allowing the Declarant to expeditiously develop the property described above, construct dwellings on the Lots within that property, and market and sell these dwellings and Lots to prospective purchasers and (b) creating a uniform plan for the future operation of Breton Bay, for the preservation of aesthetic and property values therein, and for the common welfare and enjoyment of all residents thereof.

4. **Captions and Gender.** The captions contained in this instrument are for convenience only and are not a part of this instrument and are not intended in any way to limit or enlarge the terms and provisions of this instrument. Whenever the context so requires, the male gender shall include all genders and the singular shall include the plural.

IN WITNESS WHEREOF, as of and for the date first written above, each party hereto has executed and sealed this instrument or caused it to be executed and sealed on its behalf by its duly authorized representative.

ATTEST:

BRETON BAY DEVELOPMENT ASSOCIATES
By: SYLMAR HOMES, INC., Managing Partner

By: _____ (SEAL)
Robert Libson, President

STATE OF MARYLAND, ANNE ARUNDEL COUNTY:

I HEREBY CERTIFY that on this 26 day of June, 1995, before me, the subscriber, a notary public in and for the jurisdiction aforesaid, personally appeared ROBERT LIBSON who is known to me (or satisfactorily proven) to be the person who signed the within instrument and said person made oath in due form of law that said person is the President of Sylmar Homes, Inc., that said corporation is a joint venturer of Breton Bay Development Associates, a joint venture, and that, as such, said person is duly authorized to execute the within instrument for the purposes therein contained, and said person acknowledged that said person executed the same as the act and deed of said Breton Bay Development Associates.

AS WITNESS my hand and notarial seal.

Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires May 15, 1996

bbannexa

EXHIBIT A

Lots 501-518 as shown on the plat entitled "Breton Bay PUD Lots 501-518, a Resubdivision of Part of Section One (formerly lots 1-11 and 48-60)", which plat is recorded in the Land Records of St. Mary's County, Maryland, Plat Liber EWA 37, folio 40, and

Lots 12, 13, 14, 15, and 16 as shown on the plat entitled "Breton Bay Planned Unit Development, Section 1, Sheet 2 of 2", which plat is recorded in the Land Records of St. Mary's County, Maryland, Plat Liber MRB 30, folio 87.

AVENMAR COMMUNITY ASSOCIATION, INC.
SECOND AMENDMENT
TO
ARCHITECTURAL GUIDELINES AND ARCHITECTURAL REVIEW PROCESS

The undersigned constituting all of the members of the Control Committee of AVENMAR COMMUNITY ASSOCIATION, INC., as designated by the Declarant, Avenmar Limited Partnership, a Maryland Limited Partnership, 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:

RECORDING FEE 10.00

WHEREAS, pursuant to resolution dated December 20, 1992, the Control Committee adopted Architectural Guidelines and Architectural Review Process, which is recorded among the Homeowners Association Depository of St. Mary's County, Maryland at Liber No. 002, folio 439 (the "Architectural Regulations");

TOTAL 10.00

WHEREAS, by resolution dated March 10, 1994, the aforesaid Architectural Regulations were amended by the First Amendment to Architectural Guidelines and Architectural Review Process, which is recorded among the aforesaid Homeowners Association Depository at Liber No. 003, folio 06;

Rec# 5403 Rcpt # 3252

WHEREAS, Section 5.04 of the Declaration of Covenants, Conditions and Restrictions for the Avenmar Community Association, Inc., recorded among the Land Records of St. Mary's County, Maryland at Liber No. 713, folio 257, provides that the Control Committee has the authority from time to time to adopt architectural rules and regulations;

WHEREAS, the Control Committee wishes to amend the Architectural Regulations as set forth below.

CHA TLG BLK # 1572
AUG 31, 1995 02:00 PM

NOW THEREFORE, be it:

RESOLVED, on page 4 of the Architectural Regulations within the second paragraph of the Section entitled "ROOFS" the word "(dimensional)" is hereby removed from the sentence "Certain architectural (dimensional) shingles which possess a Class A rating and a 25-year or better warranty will generally be acceptable to the CC."

RESOLVED, on page 5 of the Architectural Regulations the section entitled "EXTERIOR MASONRY" is hereby deleted in its entirety and in lieu thereof there is substituted the following:

EXTERIOR MASONRY

The permitted masonry materials are brick and stone. Concrete block will not be allowed. A sample of the brick or stone and mortar for any home must be submitted with the application for new construction. Homes which have a combination of veneer materials will be considered. A sample of the masonry

and mortar combination should be provided on the color board.

RESOLVED, on page 6 of the Architectural Regulations the second paragraph of the section entitled "WINDOWS AND EXTERIOR DOORS (cont'd)" which beings and ends as "The CC advises . . . .heavy, solid appearance" is hereby deleted in its entirety and there is substituted in lieu thereof the following:

> The CC advises that entrance doors be constructed of either metal, wood, or fiberglass with appropriate trim details to break up an overly heavy, solid appearance.

RESOLVED, except as expressly amended herein the Architectural Regulations shall remain in full force and effect.

WITNESS, the hands of the Control Committee of Avenmar Community Association, Inc. this 18th day of August, 1995.

Donald S. Franyo

N. Charles Barbot

Mary Nate McCann

BDM C:\FORMS\HOA\ARCHREG.AMN
080295 16:45

BOOK 0003 PAGE 0253

LIBER 1003 FOLIO 303

FIFTH SUPPLEMENTAL OR CLUSTER DECLARATION

and
Annexation Amendment
to the
Declaration of Covenants, Conditions and Restrictions
of
WILDEWOOD VILLAGE ASSOCIATION, INC.
and to the
Declaration of Covenants, Conditions and Restrictions
of
WILDEWOOD VILLAGE VILLA ASSOCIATION, INC.

This FIFTH SUPPLEMENTAL OR CLUSTER DECLARATION and Annexation Amendment, (the "Fifth Supplemental Declaration"), made this 31st day of August, 1995, by PARAGON BUILDERS, INC., a Corporation organized and existing under the laws of the State of Maryland (the "Declarant").

IMP TO SURE $ 2.00
RECORDING FEE 20.00
TOTAL 22.00

Introductory Statement

A. Declarant has caused the Declaration of Covenants, Conditions and Restrictions of Wildewood Village Association, Inc., dated March 31, 1994, recorded among the Land Records of St. Mary's County, Maryland in Liber E.W.A. No. 880 at Folio 418 (the "Master Declaration") establishing Wildewood Village and the Wildewood Village Association, Inc. (the "Master Association").

Rec'd SMBC RCPT # 7791
EWA FG BLK # 334

B. Declarant also has caused the Declaration of Covenants, Conditions and Restrictions of Wildewood Village Villa Association, Inc., dated March 31, 1994, recorded among the Land Records of St. Mary's County, Maryland in Liber E.W.A. No. 880 at Folio 442 (the "Cluster Declaration") establishing Wildewood Village Villa Association, Inc. (the "Cluster Association"), the effect of which was to subject certain described property designated as the Proposed Villa Phase One Area to the Cluster Declaration and thereby to the Master Declaration pursuant to Article II, Section 1 of the Master Declaration.

Oct 10, 1995 09:49 am
RECORDING FEE 15.00

C. Declarant may add or annex certain additional property to the Master Declaration and the Cluster Declaration pursuant to Article II, Section 2 of the said Declarations.

TOTAL 15.00
Rec'd SMBC RCPT # 7791

NOW THEREFORE, in this Fifth Supplemental Declaration the Declarant, for itself, its successors, and assigns, does hereby expressly declare, state, and establish as follows:

EWA FG BLK # 336
Oct 10, 1995 10:16 am

1. That the following lots, to the extent that they were not part of the area designated in proposed Villa Phase One area, are hereby annexed and made subject to the Master Declaration and Cluster Declaration and to the jurisdiction of the Master Association and the Cluster Association:

(a) Lots 201 and 202 as per Plat Seven of Wildewood Village as recorded in the Plat Records of St. Mary's County, Maryland in Plat Liber E.W.A. No. 41, Folio 9.

WITNESS the hand and seal of Declarant, Paragon Builders, Inc., by its President on the day and year first above written.

ATTEST:

Thomas E. Wettengel
Corporate Secretary

PARAGON BUILDERS, INC.

By: _____ (Seal)
Edmund W. Wettengel
President

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

I HEREBY CERTIFY, that on this 31st day of August, 1995, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared EDMUND W. WETTENGEL, who made oath in due form of law that he is the President of Paragon Builders, Inc., a corporation, the Declarant of the aforegoing Fifth Supplemental Declaration, and that he is authorized to execute the said Fifth Supplemental Declaration on behalf of the Corporation, and that the said Fifth Supplemental Amendment to Declaration is the act of Paragon Builders, Inc. and that said Fifth Annexation Amendment to Declaration was executed and is to be recorded for the purpose of subjecting the described real property to the legal operation and effect of the Master Declaration, and to the jurisdiction of the Master Association and to the Cluster Association and to the jurisdiction of the Cluster Association as stated therein.

AS WITNESS my hand and Notarial Seal.

J. Rachael Weber
Notary Public

My Commission Expires: 6-21-98

ORIGINAL PLAT EXECUTED BY ALL PARTIES & RECORDED AMONG THE LAND RECORDS OF ST. MARY'S, MARYLAND

General Notes:

1. Subject property appears on Tax Map 34, Block 13 as p/o Par. 136 and Map 33, Block 18 as p/o Par. 166.
2. The subdivision shown hereon is a part of the WILDEWOOD PLANNED UNIT DEVELOPMENT, as approved, and is subject to all applicable covenants and restrictions of record.
3. Present Zoning: POR 4.28
4. Public utility easements shall be a minimum of 10 (ten) feet in width along all property lines or as required in the Saint Mary's County Subdivision Regulations, Article IV - Section 4.06, and there shall be a 10 (ten) foot easement along all road rights-of-way, private streets and ways and a five (five) foot easement made at lot lines for public utilities and drainage.
5. All lots are to be served by central water and sanitary sewer systems constructed in accordance with the Saint Mary's County WETCOM Standard Specifications for Water and Sewer Construction and in accordance with the public works agreement between the owner and the Saint Mary's County Metropolitan Commission. The subdivision shown hereon is in compliance with the Saint Mary's County Comprehensive Water and Sewer plan.
6. The utility easement(s) as indicated, is (are) for the use of PARAGON BUILDERS, Inc., its successors and assigns, to install and maintain below ground utilities and their appurtenances. Any area disturbed during installation and/or maintenance shall be permanently stabilized. See utility easement covenant for further clarification.
7. PRIVATE STREETS AND WAYS: The unit owners of the lots shown hereon will have access to and from Wildewood Parkway, a public street, via Fieldstone Way, Bellstone Lane and Wildewood Village Lane, which are private streets and ways created in accordance with the applicable Declarations of Covenants, Conditions and Restrictions. Said private streets and ways and their maintenance shall be the responsibility of the owners through the Homeowners Association. Said private streets and ways are not a part of the County Road System and do not receive maintenance from the County. The location of Fieldstone Way will be more definitively shown on subsequent subdivisions of the Wildewood Village Development Envelope.
8. Fieldstone Way also to serve as an utility drainage and pedestrian access easement.
9. Premise Addresses shown hereon as thus (XXXX)

Development, Construction, Utility and Drainage Easement Covenant:

There is hereby created a blanket easement upon, across, over, through and under the subject property shown hereon for ingress, egress, access, construction, installation, replacement, repair, operations and maintenance of all streets and parking lots, utility and service lines and systems including, but not limited to, drainage areas, storm water management, streets, parking, pedestrian walkways, water, sewer, gas, telephones, electricity, television cables or communication lines systems. By virtue of this easement, it shall be expressly permissible for PARAGON BUILDERS, INC., the declarant, its successors and assigns, including, but not limited to, the providing utility or service company such as S.M.E.C.O. or the St. Mary's County Metropolitan Commission, with the consent of the declarant, to complete construction of all contemplated improvements to the subject property, install and maintain facilities and equipment on said property, the accounts 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.

Not withstanding a specific easement designation shown on this plat, there is automatically created an easement upon, across, over, through and under the property shown hereon for drainage areas and storm water management, including the natural flow of water throughout the watershed in which said property is located. In addition, any area disturbed and utilized for streets, parking lots, utility and service lines and systems, excluding individual unit connections, shall automatically be deemed a part of a pedestrian walkway system, whether or not are areas are so designated on the plat.

Floodway Easements shown hereon are approximate. More definitive limits are reflected on upon the construction plans for Wildewood Parkway, station 103+12.80 to station 123+35.90 and/or the plans for Phases 1 and 2, Wildewood Retirement Village Development Envelope on file at the St. Mary's County Department of Public Works.

Owner and Association Easements and Cross Easements

It is contemplated that the property shown and described hereon, in whole or in part, will be subject to certain homeowners associations including, but not limited to, a master association, condominium association and villa (single family attached and detached units) association of which the owners of individual units shall be members of said master association and other the villa association or the condominium association. There is hereby created a non-exclusive blanket easement and non-exclusive cross easements for the benefit of said associations, their members and guests to enter upon and cross the properties of the various associations to utilize and have ingress and egress over the designated travelways to a public street (see general notes 7 and 8) and pedestrian access walkways and to utilize facilities throughout Wildewood Village which are available for their use.

Owner's Dedication:

We, Paragon Builders, Inc., a Maryland Corporation, by Edmund W. Wellenjel, President, the owners of the property shown hereon and described in the Surveyor's Certification of Metes and Bounds, hereby adopt this plan of subdivision upon its approval by all required agencies. There are no pending suits or actions at law, leases, liens, mortgages or deeds of trusts affecting this subdivision except for a certain deed of trust recorded among said Land Records in Liber E.H.A. 801 at Folio 004. All parties in interest thereto have affixed their signatures indicating their assent to this plan of subdivision. We further establish the minimum building restriction lines as required by the 1989 Wildewood P.U.D. Amendment as approved, and dedicate the streets, walkways, easements, rights-of-way and other improvements, where applicable, to public use.

The requirements of Subsection (C) of Section 3-108 of the Annotated Code of Maryland (Real Property Article), as far as it concerns the making of the plat and setting of the markers required thereon, have been or will be complied with, to the best of my knowledge, information and belief.

Edmund W. Wellenjel, President — Date

Thomas E. Wellenjel, Secretary — Date

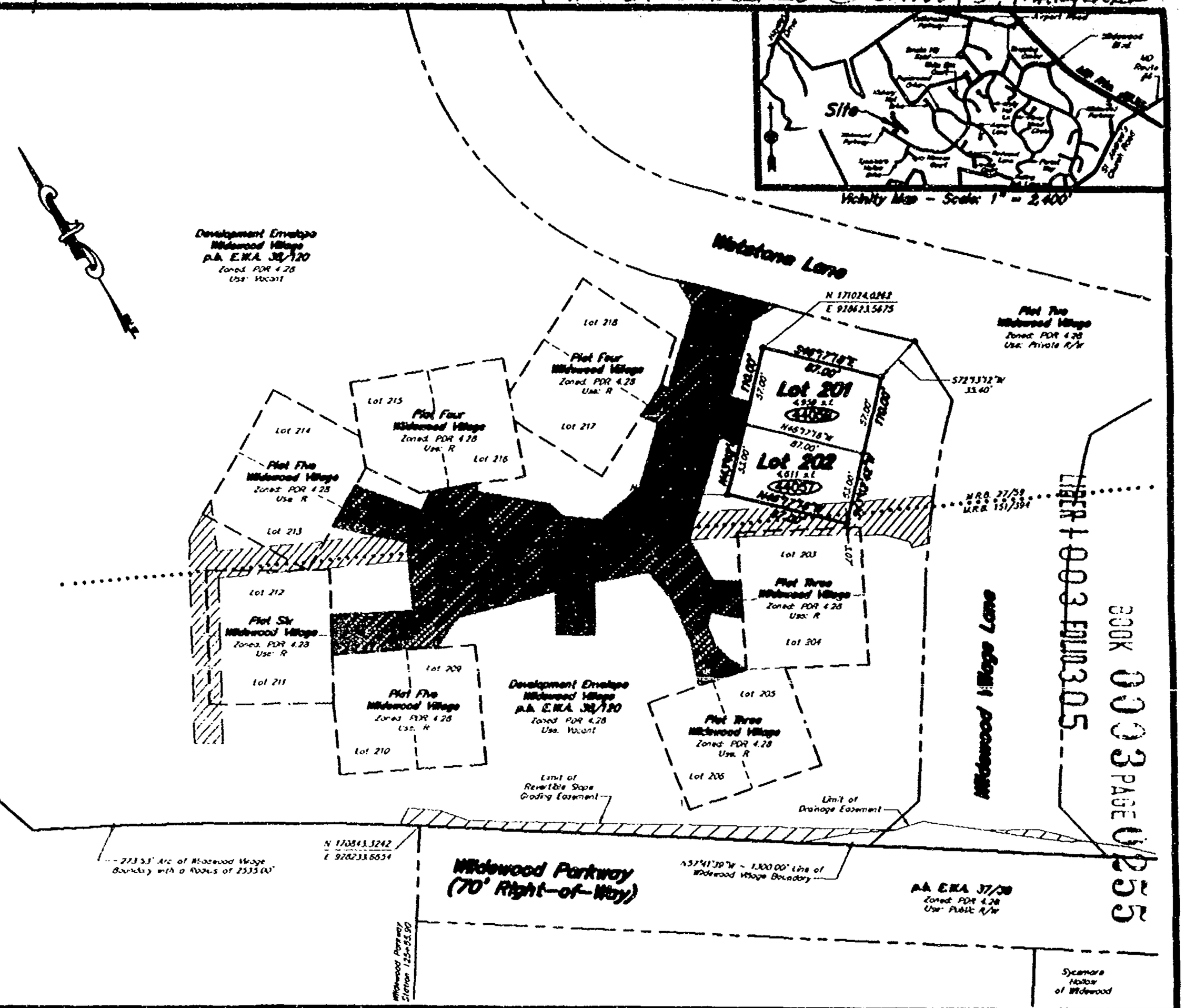
First Union National Bank of Maryland, N.A.
James A. Kenney, Special Trustee to Plat Execution — Date

Surveyor's Certification:

I hereby certify, to the best of my knowledge, information and belief, that the plat shown hereon is correct and conforms to the specifications; that said plat is a subdivision of part of the lands conveyed unto Paragon Builders, Inc., by deed from George A. Wedemeyer and Alice R. Wedemeyer, his wife, dated July 28, 1983 and recorded among the Land Records of St. Mary's County, in Liber M.R.B. 131 at Folio 328 and part of the lands conveyed unto Paragon Builders, Inc. by ... from K.S.T., Inc., a Maryland Corporation, dated March 10, 1986 as recorded among said Land Records in Liber M.R.B. 232 at Folio 173, said plat being more particularly described as a subdivision of "Plat One - Development Envelope - Wildewood Village" as recorded among said Land Records in plat Liber E.H.A. 38 at Folio 120.

The requirements of Subsection (C) of Section 3-108 of the Annotated Code of Maryland (Real Property Article), as far as it concerns the making of the plat and setting of the markers required thereon, have been or will be complied with, to the best of my knowledge, information and belief.

Larry O. Day
Registered Land Surveyor
Maryland Certificate No. 9006 — Date



Planning and Zoning	Health Department	Department of Public Works				
Date	Date	Date				
Director	Health Officer	Director				
P.C. Chairman	Dir. Envirhlth	Metropolitan Commission				
Case File Number: 91-0233	Sanitarian	Date / Director	No.	Date	Description	By
			REVISIONS			

LARRY O. DAY
Surveying, Land Planning & Engineering
Wildewood Professional Park - 308 Airport Drive
California, Maryland 20619
Phone: (301) 863-0333

Plat Seven
Lots 201 & 202
WILDEWOOD VILLAGE
Third & Eighth Election Districts
St. Mary's County, Maryland

Contract # 90-000	Drawing # RET-7	Drawn by LOD	Rev. by LOD
Date 08-04-90	Scale 1" = 60'	Page 1 of 1	

RET-7

BOOK 0003 PAGE 0255

ST. MARY'S COUNTY, MARYLAND F.I.D.A. 41 @ 9 8-31-95.

SIXTH SUPPLEMENTAL OR CLUSTER DECLARATION

and
Annexation Amendment
to the
Declaration of Covenants, Conditions and Restrictions
of
WILDEWOOD VILLAGE ASSOCIATION, INC.
and to the
Declaration of Covenants, Conditions and Restrictions
of
WILDEWOOD VILLAGE VILLA ASSOCIATION, INC.

IMP FD SURE $ 2.00
RECORDING FEE 20.00

This SIXTH SUPPLEMENTAL OR CLUSTER DECLARATION and Annexation Amendment, (the "Sixth Supplemental Declaration"), made this 4th day of October, 1995, by PARAGON BUILDERS, INC., a Corporation organized and existing under the laws of the State of Maryland (the "Declarant").

TOTAL 22.00
Rec'd BY Rcpt # 7791
CHK FG Blk # 335

Introductory Statement

A. Declarant has caused the Declaration of Covenants, Conditions and Restrictions of Wildewood Village Association, Inc., dated March 31, 1994, recorded among the Land Records of St. Mary's County, Maryland in Liber E.W.A. No. 880 at Folio 418 (the "Master Declaration") establishing Wildewood Village and the Wildewood Village Association, Inc. (the "Master Association").

OCT 10, 1995 09:58 am
RECORDING FEE 15.00

B. Declarant also has caused the Declaration of Covenants, Conditions and Restrictions of Wildewood Village Villa Association, Inc., dated March 31, 1994, recorded among the Land Records of St. Mary's County, Maryland in Liber E.W.A. No. 880 at Folio 442 (the "Cluster Declaration") establishing Wildewood Village Villa Association, Inc. (the "Cluster Association"), the effect of which was to subject certain described property designated as the Proposed Villa Phase One Area to the Cluster Declaration and thereby to the Master Declaration pursuant to Article II, Section 1 of the Master Declaration.

TOTAL 15.00
Rec'd BY Rcpt # 7791

C. Declarant may add or annex certain additional property to the Master Declaration and the Cluster Declaration pursuant to Article II, Section 2 of the said Declarations.

CHK FG Blk # 337

NOW THEREFORE, in this Sixth Supplemental Declaration the Declarant, for itself, its successors, and assigns, does hereby expressly declare, state, and establish as follows:

OCT 10, 1995 10:17 am

1. That the following lots, to the extent that they were not part of the area designated in proposed Villa Phase One area, are hereby annexed and made subject to the Master Declaration and Cluster Declaration and to the jurisdiction of the Master Association and the Cluster Association:

(a) Lot 302 as per Plat Eleven of Wildewood Village as recorded in the Plat Records of St. Mary's County, Maryland in Plat Liber E.W.A. No. 41, Folio 29.

WITNESS the hand and seal of Declarant, Paragon Builders, Inc., by its President on the day and year first above written.

ATTEST:

Thomas E. Wettengel
Corporate Secretary

PARAGON BUILDERS, INC.

By: _____ (Seal)
Edmund W. Wettengel
President

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

I HEREBY CERTIFY, that on this 4th day of October, 1995, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared EDMUND W. WETTENGEL, who made oath in due form of law that he is the President of Paragon Builders, Inc., a corporation, the Declarant of the aforegoing Sixth Supplemental Declaration, and that he is authorized to execute the said Sixth Supplemental Declaration on behalf of the Corporation, and that the said Sixth Supplemental Amendment to Declaration is the act of Paragon Builders, Inc. and that said Sixth Annexation Amendment to Declaration was executed and is to be recorded for the purpose of subjecting the described real property to the legal operation and effect of the Master Declaration, and to the jurisdiction of the Master Association and to the Cluster Association and to the jurisdiction of the Cluster Association as stated therein.

AS WITNESS my hand and Notarial Seal.

Notary Public

My Commission Expires: 6-21-98

ORIGINAL PLAT EXECUTED BY ALL PARTIES & RECORDED AMONG THE LAND RECORDS

General Notes:

1. Subject property appears on Tax Map 16, Block 13 as p/o Pcls. 196 and Map 23, Block 13 as p/o Pcls. 66
2. The subdivision shown hereon is a part of the WILDEWOOD PLANNED UNIT DEVELOPMENT, as approved and is subject to all applicable covenants, and restrictions of record.
3. Present Zoning: POR 4.28
4. Public utility easements shall be a minimum of 10 (ten) feet in width along all property lines or as required by the Saint Mary's County Subdivision Regulations (Code 41 - Section 41.8), and there shall be a 10 (ten) foot easement along all road rights-of-way, and a 5 (five) foot easement along all side and rear property lines.
5. All lots are to be served by one (1) water and sanitary sewer systems constructed in accordance with the Saint Mary's County Standards and Specifications for Water and Sewer Construction and in accordance with the public works agreement between the owner and the Saint Mary's County Board of County Commissioners. The subdivision shown hereon is in compliance with the Saint Mary's County Comprehensive Water and Sewer Plan.
6. The utility easement is intended to benefit the use of PARADISE BUILDERS, INC., its successors and assigns, its agents and assignees, their ground utility and other appurtenances, by and between during installation and/or maintenance, shall be permanently stabilized. The utility easement conveyed to Potomac Electric Co.
7. PRIVATE STREETS AND ROADS. The owner/owners of the lots within various of the access roads from Wildewood Parkway to a point about 40-50 feet into the Wildewood Village Development, which are private streets and roads created in accordance with the applicable Regulations of Concrete Conditions and Restrictions. Said private streets and roads are not a part of the County Road System and do not require maintenance from the County. The location of Private Way will be more definitely shown on subsequent subdivisions of the Wildewood Village Development Envelope.
8. Sidewalk Way shall be made on all utility, drainage and pedestrian access easement.
9. Parking Restrictions are shown hereon on this plat.

Development, Construction, Utility and Drainage Easement Covenant:

There is hereby created a blanket easement upon, across, over, through and under the net lot property shown hereon for ingress, egress, access, construction, installation, maintenance, repair, operation and replacement of all streets and parking lots, utility and service lines and systems including, but not limited to, drainage swales, storm water management, streets, paving, pedestrian walkways, water, sewer, gas, telephone, electricity, television cable or communication lines systems, by, upon, or the easement. It shall be expressly permissible for PARADISE BUILDERS, INC., the Developer, its successors and assigns, including but not limited to, the appropriate utility or service company such as S.M.E.C.O. or the St. Mary's County Metropolitan Commission, and/or the approval of the developer, to complete construction of the contemplated improvements to the extent properly, install and maintain facilities and equipment on said property, to provide for such purposes and to ship and transport across, through and outside area, through and outside any lot and enter the inside and exterior walls of improvements thereon, providing such disturbed areas are restored to the condition in which they were found.

Not withstanding a specific easement designation shown on this plat, there is automatically created an easement upon, across, over, through and under the property shown hereon for drainage swales and storm water management including the subject lots or water brought onto the subdivision by which said property is located in addition, any and disturbed areas adjacent to streets, parking lots, utility and service lines and systems including drainage and connections, shall automatically be deemed to be part of a pedestrian walkway system, whether or not the area is so designated on the plat. Easements shown hereon are approximate. More definitive limits are reflected on the construction plans for Wildewood Parkway, Station 12+12.00 to Station 12+55.00, and in the construction plans for Phases 1 and 2, Wildewood Estates Village Development Envelope on file at the Department of Public Works.

Owner and Association Easements and Cross Easements

It is contemplated that the property shown and described hereon, in whole or in part, will be subject to certain homeowners association including but not limited to a master association, condominium association and other legally established and directed entity/ies, collectively or singly the owners of individual units shall be members of said master association and upon the sale association of the condominium association. There is hereby created a non-exclusive blanket easement and non-exclusive cross easements for the benefit of said association, their members and guests to enter upon and cross the properties of the various associations, to utilize and have ingress and egress over the designated roadways to a public street (see general note 7 a-e, f) and pedestrian access walkways and to utilize facilities located on Wildewood Village which are available for their use.

Owner's Dedication:

We, Paradise Builders, Inc., a Maryland Corporation, by Edward R. Wallenger, President, the owner of the property shown hereon and described in the Surveyor's Certificate, adopt this plan of subdivision, and we request its approval by appropriate agencies. There are no encumbrances of record, other than mortgages or deeds of trust affecting the property except for a certain deed of trust recorded among the Land Records in Liber E.W.A. 381 at Folio 828. All parties of interest thereto have joined their signature hereon, indicating their consent to this plat of subdivision. We further establish the minimum building restriction lines as required by the 1989 Wildewood P.U.D. Amendment as approved and dedicate the streets, easements, rights-of-way and other improvements where applicable, to public use.

The requirements of Subsection (C) of Section 3-103 of the Annotated Code of Maryland (Real Property Article), as far as it concerns the making of the plat and setting of the markers required thereby, have been or will be complied with, to the best of our knowledge, information and belief.

Edward R. Wallenger, President — Date

Donna E. Wallenger, Secretary — Date

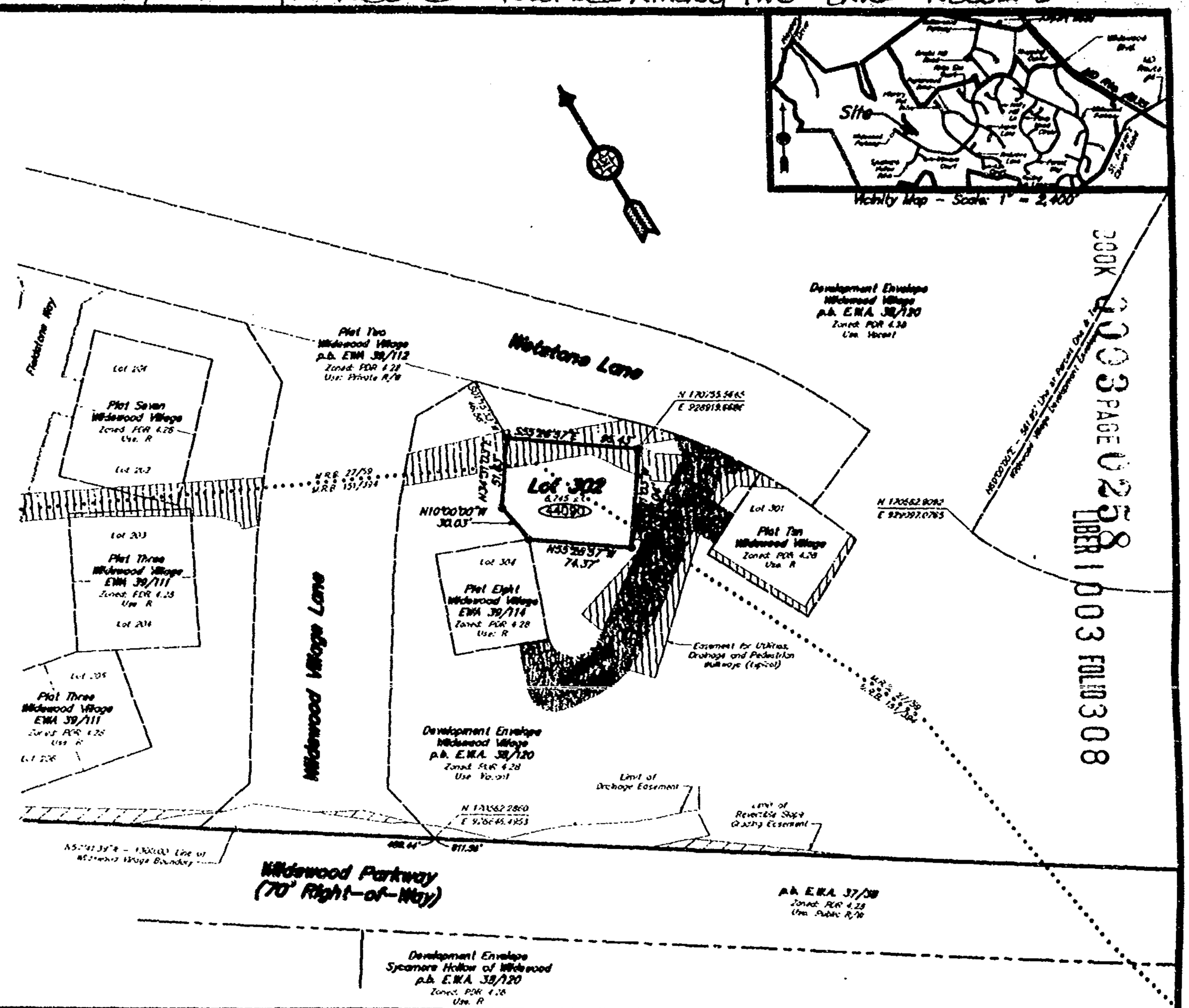
First Union National Bank of Virginia, N.A. — Date
Signature & Title of Person Who Signed On Behalf of Corporation

Surveyor's Certification:

I hereby certify to the best of my knowledge, information and belief, that the plat shown hereon is correct and conforms to the specifications, that a portion of Lot 1 is a subdivision of part of the lands conveyed to Paradise Builders, Inc. by deed from James A. Mansfield and Kay E. Mansfield, his wife, dated July 28, 1987 and recorded among the Land Records of St. Mary's County, Maryland in Liber W.R.S. 158 at Folio 140 and part of the lands conveyed to Paradise Builders, Inc. by deed from C.S.T., Inc., a Maryland Corporation, dated March 12, 1985 as recorded among the Land Records in Liber W.R.S. 142 at Folio 175, said plat being more particularly described as a subdivision of "Plat One - Development Envelope - Wildewood Village" as recorded among the Land Records in plat Liber E.W.A. 35 at Folio 120.

The requirements of Subsection (C) of Section 3-103 of the Annotated Code of Maryland (Real Property Article), as far as it concerns the making of the plat and setting of the markers required thereby, have been or will be complied with, to the best of my knowledge, information and belief.

Larry O. Day
Registered Land Surveyor
Maryland Certificate No. 10013 — Date



BOOK 0003 PAGE 0258 LIBER 1003 FOLIO 308

Planning and Zoning	Health Department	Department of Public Works	
Date	Date	Date	
Director	Health Officer	Director	
P.C. Chairman	Sanitarian	Metropolitan Commission	
Case File Number: 91-0233		Date	
		Director	

No	Date	Description	By

REVISIONS

LARRY O. DAY
Surveying, Land Planning & Engineering
Wildewood Professional Park - 308 Airport Drive
California, Maryland 20619
Phone: (301) 863-0333

Plat Eleven
Lot 302
WILDEWOOD VILLAGE
Third & Eighth Election Districts
St. Mary's County, Maryland

Checked by: [illegible] | Drawing #: [illegible] | Drawn by: [illegible] | Rev. by: [illegible]
Date: 08/14/90 | Scale: 1" = 60' | Page 1 of 1

OCT_11

FOR ST. MARY'S COUNTY . MARYLAND F.W.A. 41 @ 29

TWENTY-SECOND ANNEXATION AMENDMENT

to

Declaration of Covenants, Conditions and Restrictions

of

SYCAMORE HOLLOW OF WILDEWOOD ASSOCIATION, INC.

IMP FD SURE $ 2.00
TWENTY-SECOND 20.00
TOTAL 22.00
Rest SH03 Rcpt # 6220
Oct 30, 1995 02:11 PM
Rcpt # 1988
RECORDING FEE 15.00
TOTAL 15.00
Rest SH03 Rcpt # 6220
DHA PL DIV # 1989
Oct 30, 1995 02:19 PM

This TWENTY-SECOND ANNEXATION AMENDMENT, (the "Twenty-Second Annexation"), made this 10th day of October, 1995, by PARAGON BUILDERS, INC., a Corporation organized and existing under the laws of the State of Maryland (the "Declarant").

Introductory Statement

A. Declarant has caused the Declaration of Covenants, Conditions and Restrictions of Sycamore Hollow of Wildewood Association, Inc., dated January 22, 1993, to be recorded among the Land Records of St. Mary's County, Maryland in Liber E.W.A. No. 746 at Folio 96 (the "Declaration") establishing Sycamore Hollow of Wildewood and Sycamore Hollow of Wildewood Association, Inc. (the "Association").

B. The Declaration in Article II, Section 2, provides the Declarant unlimited right, privilege, and option, from time to time and at any time, to annex to the Property and to subject to the legal operation and effect of the Declaration and to the jurisdiction of the Association certain additional real property by the filing of an Annexation Amendment among the Land Records of St. Mary's County, Maryland.

C. Declarant now desires to annex certain additional real property and to subject the same to the legal operation and effect of the Declaration and to the jurisdiction of the Association in accordance with the provisions of the Declaration.

NOW THEREFORE, this Twenty-Second Annexation Amendment WITNESSETH: That Declarant, for itself, its successors, and assigns for themselves, their personal representatives, heirs, and assigns, do hereby expressly declare, state and establish as follows:

1. The additional real property annexed hereby and subjected to the legal operation and effect of the Declaration and to the jurisdiction of the Association is the property designated on Plat Twenty-seven, Lot 032 of Sycamore Hollow of Wildewood, recorded in the plat records of St. Mary's County, Maryland in Plat Liber E.W.A. 41 at Folio 42 and including, but not limited to Lot 032.

2. That the additional real property annexed hereby is part of the property described in Exhibit "A" of the Declaration and the same is annexed and subjected to the legal operation and effect of the Declaration and to the jurisdiction of the Association in accordance with the Declaration.

WITNESS the hand and seal of Declarant, Paragon Builders, Inc., by its President on the day and year first above written.

ATTEST:

Thomas E. Wettengel
Corporate Secretary

PARAGON BUILDERS, INC.

by: _____ (SEAL)
Edmund W. Wettengel, Jr.
President

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

I HEREBY CERTIFY, that on this 10th day of October, 1995, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared EDMUND W. WETTENGEL, JR., who made oath in due form of law that he is the President of Paragon Builders, Inc., a corporation, the Declarant of the aforegoing Twenty-Second Annexation Amendment to Declaration, and that he is authorized to execute the said Twenty-Second Annexation Amendment to Declaration on behalf of the Corporation, and that the said Twenty-Second Annexation Amendment to Declaration is the act of Paragon Builders, Inc. and that said Twenty-Second Annexation Amendment to Declaration was executed and is to be recorded for the purpose of annexing additional property and subjecting the same to the legal operation and effect of the Declaration, and to the jurisdiction of Sycamore Hollow of Wildewood Association, Inc.

AS WITNESS my hand and Notarial Seal.

J. Rachael Weber
Notary Public

My Commission Expires: 6-21-98

ORIGINAL PLAT EXECUTED BY ALL PARTIES & RECORDED AMONG THE LAND RECORDS FOR:

LIBER 1008 FOLIO 418

BOOK 0003 PAGE 0261

General Notes:

1) The subdivision shown hereon is within and a part of the WILDEWOOD PLANNED UNIT DEVELOPMENT as approved, and is subject to all covenants and restrictions of record.
2) Public utility easement(s) shall be a minimum of 10 (ten) feet in width along all property lines or as required by the Saint Mary's County Subdivision Regulations, Article 3 - Section 4.06 and there shall be a 10 (ten) foot easement along all road rights-of-way and a 5 (five) foot easement inside all lot lines for public utilities and drainage.
3) All lots are to be served by public water and sanitary sewer systems constructed in accordance with the Saint Mary's County Standards and Specifications for Water and Sewer Construction and in accordance with the public works agreement between the owner and the Saint Mary's County Metropolitan Commission. The subdivision shown hereon is in compliance with the Saint Mary's County Comprehensive Water and Sewer plan.
4) The utility easement(s) as indicated, in (one) for the use of PARADISE BUILDERS Inc. it's heirs and assigns, to install and maintain below ground utilities and their appurtenances. Any area disturbed during installation and/or maintenance shall be permanently stabilized. See UTILITY easement covenant for further clarification.
5) Present Zoning: POR 4.28
6) All lots requiring to have point access to the County Right-of-Way.
7) PRIVATE DRIVEWAY: Common Lane shall serve as a common driveway to Sycamore Hollow Drive for Lot 32 along with Lots 27, 28, 29, 30, 31 and such other Lots as may be added from time to time in accordance with the Development Plan for the Wildewood Planned Unit Development and a non-exclusive easement or right-of-way for ingress and egress is hereby created over Common Lane for Sycamore Hollow Drive in accordance with the Declaration of Covenants, Conditions and Restrictions of Sycamore Hollow of Wildewood Association, Inc. The driveway and it's maintenance shall be the joint responsibility of the owner's of said lots and/or the Homeowner's Association pursuant to a Common Driveway Agreement and/or the Declaration of Covenants, Conditions and Restrictions of Sycamore Hollow of Wildewood Association, Inc. The driveway is not a part of the County Road System and does not receive maintenance from the County.
8) Common Lanes shall be serve as an utility, drainage and pedestrian access easement.
10) The rectangle shape grading and utility and drainage easements shown hereon are approximate, more definitive limits may be shown on the Construction Plans for Sycamore Hollow of Wildewood Development Envelope on file at the St. Mary's County Department of Public Works.

(XXXX) Indicates lot areas shown hereon in thus (XXXX)

Development Construction Utility and Drainage Easement Covenant:

There is hereby created a blanket easement upon, across, over, through and under the property shown hereon 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, storage areas, storm water management, streets, parking, pedestrian walkways, water, sewer, telephone, electricity, television cables or communication line systems. By virtue of this easement, it shall be expressly permissible for PARADISE BUILDERS, INC., the contractor, or the providing utility or service company with the approval of the developer, to complete construction of all contemplated improvements to the subject property, 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.

Not withstanding a specific easement designation shown on the plat there is automatically created an easement upon, across, over, through and under the property shown hereon for drainage uses and storm water management following the natural flow of water throughout the subdivided in which sub property is located. In addition, any area disturbed and utilized for storm, sanitary, gas, utility and service lines and systems, including individual well connections, shall automatically be deemed a part of the pedestrian walkway system, whether or not the area is so designated on a plat.

Owner's Dedication:

The Paradise Builders, Inc., a Maryland Corporation, by Edward R. Wellenzohn, President, the owners of the property shown hereon and described in the Surveyor's Certificate affixed hereto, hereby adopt this plan of subdivision and dedicate its streets to public use. There are no pending suits or actions of law, liens, lien mortgages or deeds of trust affecting the subdivision except for a certain deed of trust recorded among said Land Records in Liber E.W.A. 935 at Folio 482. All parties in interest thereto have affixed their signature indicating their consent to this plan of subdivision.
We further establish the minimum building restriction lines as required by the 1989 Wildewood P.U.D. Amendment, as approved, and dedicate the streets, walkways, easements, rights-of-way and other improvements, where applicable, to public use.
The requirements of Section 3-108 of the Annotated Code of Maryland (Real Property Article) as far as it concerns the marking of the plan and setting of the markers required therein have been complied with to the best of our knowledge, information and belief.

Edward R. Wellenzohn, President — Date

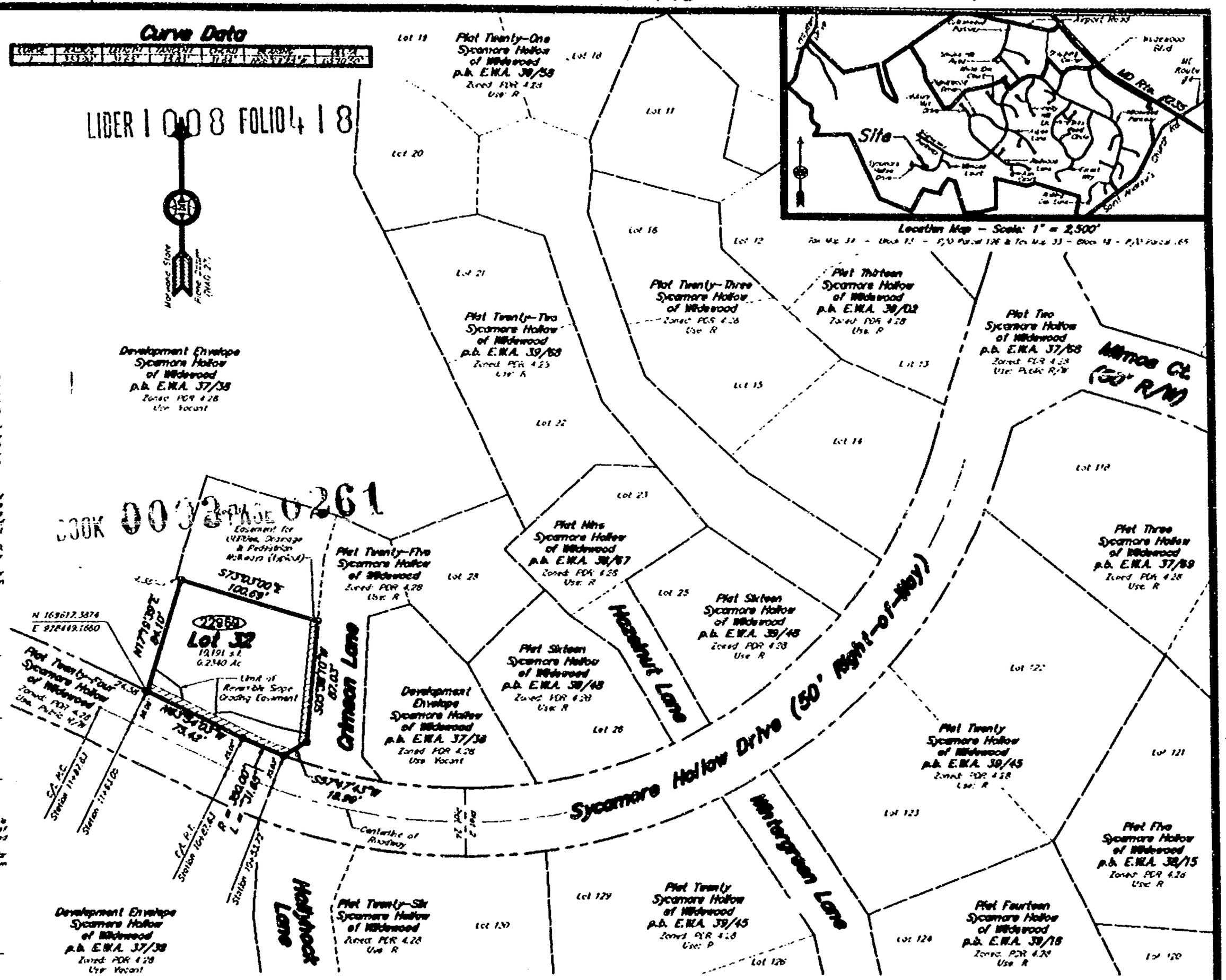
Thomas E. Wellenzohn, Secretary — Date

First Union National Bank of Maryland, N.A.
James A. Ramsey, II, Executive Special Trustee for Plat Executive — Date

Surveyor's Certificate:

I hereby certify to the best of my knowledge, information and belief that the plat shown hereon is correct (except to a little extent) and conforms to the specifications that this is a subdivision of "Plat One - Development Envelope - Sycamore Hollow of Wildewood" as recorded among the Land Records of St. Mary's County, Maryland in plat book Liber E.W.A. 37 at Folio 38.
The requirements of Section 3-108 of the Annotated Code of Maryland (Real Property Article) as far as it concerns the marking of the plan and setting of the markers required therein have been or will be complied with to the best of my knowledge, information and belief.

Larry O. Day
Registered Land Surveyor
Maryland Certificate No. 8008 — Date



Planning and Zoning	Health Department	Department of Public Works
Date	Date	Date
Director	Health Officer	Director
P.C. Chairman	Dir.Env.Hyg.	**Metropolitan Commission**
Case File Number: 91-1732	Sanitarian	Date / Director

No.	Date	Description	By
		REVISIONS	

LARRY O. DAY
Surveying, Land Planning & Engineering
Wildewood Professional Park - 308 Airport Drive
California, Maryland 20619
Phone: (301) 863-0333

Plat Twenty-Seven
Lot 32
SYCAMORE HOLLOW of WILDEWOOD
Third & Eighth Election Districts
St. Mary's County, Maryland

Contract # 78-008	Drawing # 91WDWP27	Calc'd by LOD	Dwn. by WPM
Date 08/14/08	Scale 1" = 60'	Page 1 of 1	

SH-27

ST. MARY'S COUNTY MARYLAND F.W.A. 411 P. 412 ID. 245-965

TWENTY-THIRD ANNEXATION AMENDMENT
to
Declaration of Covenants, Conditions and Restrictions
of
SYCAMORE HOLLOW OF WILDEWOOD ASSOCIATION, INC.

This TWENTY-THIRD ANNEXATION AMENDMENT, (the "Twenty-third Annexation"), made this 31st day of October, 1995, by PARAGON BUILDERS, INC., a Corporation organized and existing under the laws of the State of Maryland (the "Declarant").

Introductory Statement

A. Declarant has caused the Declaration of Covenants, Conditions and Restrictions of Sycamore Hollow of Wildewood Association, Inc., dated January 22, 1993, to be recorded among the Land Records of St. Mary's County, Maryland in Liber E.W.A. No. 746 at Folio 96 (the "Declaration") establishing Sycamore Hollow of Wildewood and Sycamore Hollow of Wildewood Association, Inc. (the "Association").

B. The Declaration in Article II, Section 2, provides the Declarant unlimited right, privilege, and option, from time to time and at any time, to annex to the Property and to subject to the legal operation and effect of the Declaration and to the jurisdiction of the Association certain additional real property by the filing of an Annexation Amendment among the Land Records of St. Mary's County, Maryland.

C. Declarant now desires to annex certain additional real property and to subject the same to the legal operation and effect of the Declaration and to the jurisdiction of the Association in accordance with the provisions of the Declaration.

NOW THEREFORE, this Twenty-third Annexation Amendment WITNESSETH: That Declarant, for itself, its successors, and assigns for themselves, their personal representatives, heirs, and assigns, do hereby expressly declare, state and establish as follows:

1. The additional real property annexed hereby and subjected to the legal operation and effect of the Declaration and to the jurisdiction of the Association is the property designated on Plat Eighteen, Lots 108, 109, 110 and 111 of Sycamore Hollow of Wildewood, recorded in the plat records of St. Mary's County, Maryland in Plat Liber E.W.A. 040 at Folio 121 and including, but not limited to Lot 108, 109, 110, and 111.

2. That the additional real property annexed hereby is part of the property described in Exhibit "A" of the Declaration and the same is annexed and subjected to the legal operation and effect of the Declaration and to the jurisdiction of the Association in accordance with the Declaration.

WITNESS the hand and seal of Declarant, Paragon Builders, Inc., by its President on the day and year first above written.

ATTEST:

Thomas E. Wettengel
Corporate Secretary

PARAGON BUILDERS, INC.

by: _____ (SEAL)
Edmund W. Wettengel, Jr.
President

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

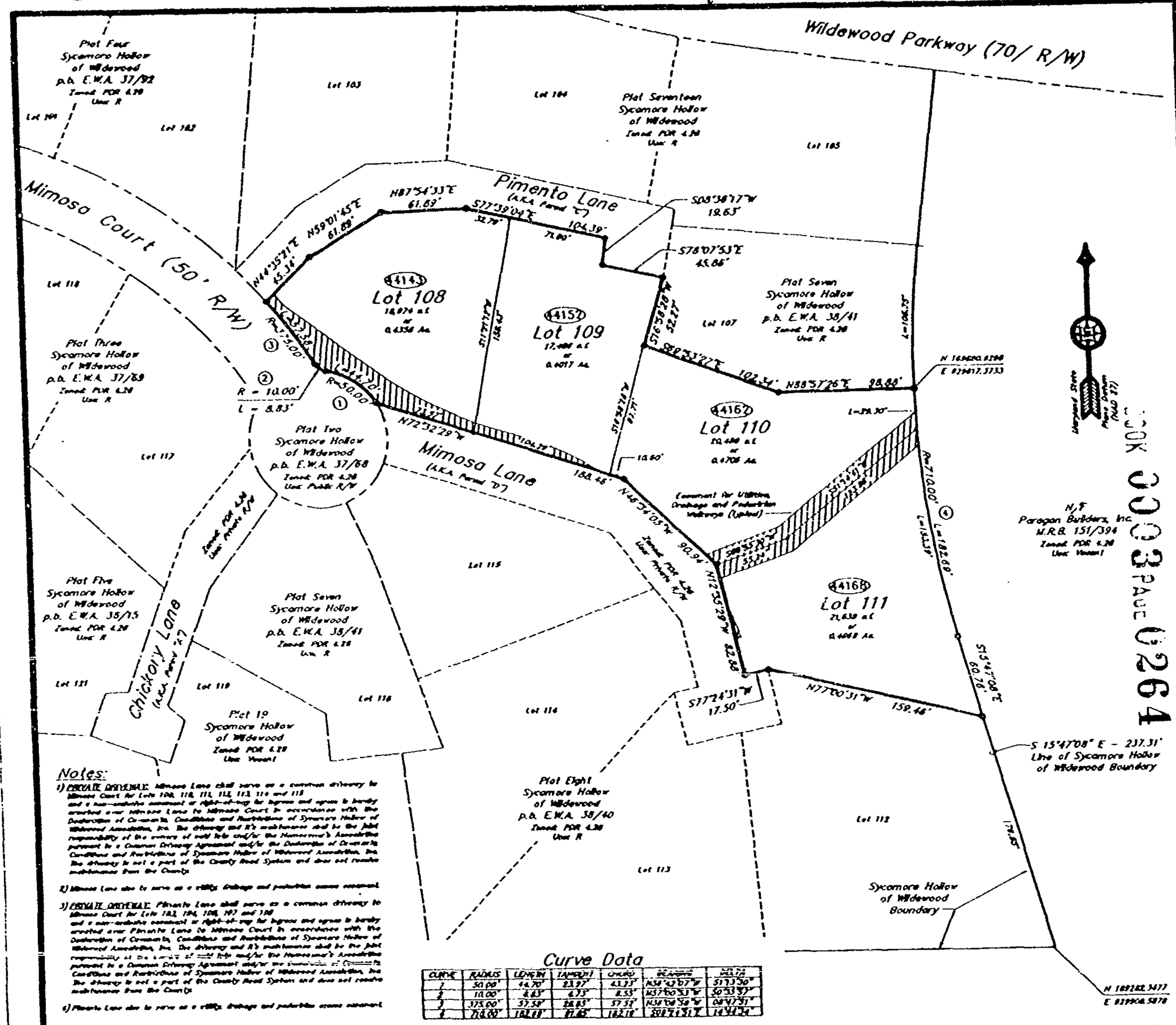
I HEREBY CERTIFY, that on this 31st day of October, 1995, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared EDMUND W. WETTENGEL, JR., who made oath in due form of law that he is the President of Paragon Builders, Inc., a corporation, the Declarant of the aforegoing Twenty-Third Annexation Amendment to Declaration, and that he is authorized to execute the said Twenty-Third Annexation Amendment to Declaration on behalf of the Corporation, and that the said Twenty-Third Annexation Amendment to Declaration is the act of Paragon Builders, Inc. and that said Twenty-Third Annexation Amendment to Declaration was executed and is to be recorded for the purpose of annexing additional property and subjecting the same to the legal operation and effect of the Declaration, and to the jurisdiction of Sycamore Hollow of Wildewood Association, Inc.

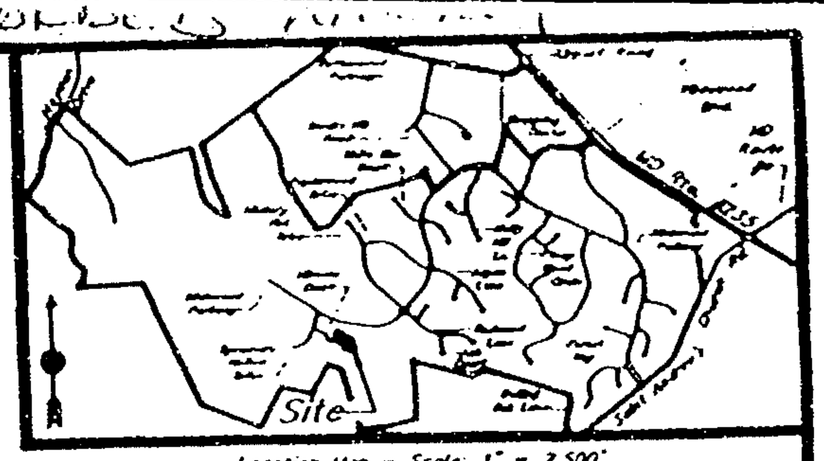
AS WITNESS my hand and Notarial Seal.

J. Rachael Weber
Notary Public

My Commission Expires: 6-21-98

ORIGINAL PLAT EXECUTED BY ALL PARTIES & RECORDED





Location Map - Scale: 1" = 2,500'
Tax Map 34 - Block 13 - P/O Parcel 196
Tax Map 33 - Block 18 - P/O Parcel 166

General Notes:

1) The subdivision shown hereon is wholly and a part of the WILDEWOOD PLANNED UNIT DEVELOPMENT as approved, and is subject to all covenants and restrictions of record.

2) Public utility easements shall be a minimum of 15 (feet) feet in width along all property lines or as required by the Saint Mary's County Subdivision Regulations, Article II - Section 4.24, and there shall be a 10 (ten) foot easement along all road rights-of-way and a 5 (five) foot easement along all lot lines for public utilities and drainage.

3) All lots are to be served by public water and sanitary sewer systems constructed in accordance with the Saint Mary's County Standards and Specifications for Water and Sewer Construction and in accordance with the public water agreement between the owner and the Saint Mary's County Sanitary Commission. The subdivision shown hereon is in compliance with the Saint Mary's County Comprehensive Water and Sewer Plan.

4) The utility easement(s) as indicated is (are) for the use of PARAGON BUILDERS, INC. It's heirs and assigns to install and maintain water, ground utilities and their appurtenances. Any area disturbed during installation and/or maintenance shall be permanently stabilized. See utility easement document for further clarification.

5) Zoned Zoning: POR 4.28

6) All lots established to one right access to the County Right-of-Way.

Development, Construction, Utility and Drainage Easement Covenant.

There is hereby created a blanket easement upon, across, over, through and under the property shown hereon for ingress, egress, construction, installation, replacement, repair and maintenance of all utilities and public lots, utility and drainage easements, including, but not limited to, underground and overhead electric, telephone, cable television, water, sewer, gas, telephone, telegraph, television cables or transmission lines, systems, by others of this easement it shall be expressly understood that PARAGON BUILDERS, INC., the developer, or the grantee's utility or service company, with the approval of the developer, to complete construction of all contemplated improvements to the subject property, install and maintain shrubbery and replacement on said property, to operate, or cause to be operated, and to install and maintain wires, cables and conduits on, in and under the said subject property and to erect and maintain poles, cables and conduits on, in and under the said property, and to make such improvements thereon, periodically cut shrubbery, trees and underbrush as they may deem desirable.

In the subdivision of a specific component configuration shown on this plat, there is automatically created an easement upon, across, over, through and under the property which shall be known for drainage and of storm water management. Naturally the natural flow of water throughout the subdivision is to the said property to be located. In addition, any area disturbed and affected by storm, sanitary and surface flow and systems, especially individual and communities, shall automatically be considered a part of the pedestrian walkway system, whether or not the area is or designated on the plat.

Surveyor's Certificate:

I hereby certify to the best of my knowledge, information and belief that the plat shown hereon is correct (surveyed by a title survey) and conforms to the specifications. That this is a subdivision of "Plat One - Development Envelope - Sycamore Hollow of Wildewood" as recorded among the Land Records of St. Mary's County, Maryland in plat book Liber E.W.A. 37 at Folio 38.

The requirements of Section 3-108 of the Annotated Code of Maryland (Real Property Article) as to the use of monuments the marking of the plat and setting of the markers required thereon have been or will be completed prior to the best of my knowledge, information and belief.

Larry Q. Day
Registered Land Surveyor
Maryland Certificate No. 3006

Date

Owner's Dedication:

We, Paragon Builders, Inc., a Maryland Corporation, by Edward M. Wallenjet, President, the owners of the property shown hereon and described in the Surveyor's Certificate affixed hereto, hereby adopt this plan of subdivision shown hereon for approval by all required agencies. There are no encumbrances of any kind, liens, deed of trust, mortgages or notes of record affecting this subdivision except as noted on the plat hereon. All persons in interest thereto have affixed their signatures hereunto and have caused the subdivision to be made in accordance with the provisions of the Subdivision Regulations of St. Mary's County, Maryland, as required by the 1990 Maryland Annotated Code, as approved, and dedicate the streets, roadways, easements, rights-of-way, public improvements, where applicable, to public use.

The requirements of Section 3-108 of the Annotated Code of Maryland (Real Property Article) as to the use of monuments the marking of the plan and setting of the markers required thereon have been or will be completed prior to the best of our knowledge, information and belief.

Edward M. Wallenjet, President — Date

Thomas E. Wallenjet, Secretary — Date

Notes:

1) PRIVATE DRIVEWAY: Mimosa Lane shall serve as a common driveway to Mimosa Court for Lots 108, 110, 112, 113, 114 and 115 and a non-exclusive easement or right-of-way for ingress and egress is hereby created over Mimosa Lane to Mimosa Court in accordance with the Declaration of Covenants, Conditions and Restrictions of Sycamore Hollow of Wildewood Association, Inc. The driveway and it's maintenance shall be the joint responsibility of the owners of said lots and/or the Homeowner's Association pursuant to a Common Driveway Agreement and/or the Declaration of Covenants, Conditions and Restrictions of Sycamore Hollow of Wildewood Association, Inc. The driveway is not a part of the County Road System and does not receive maintenance from the County.

2) Mimosa Lane also to serve as a utility, drainage and pedestrian access easement.

3) PRIVATE DRIVEWAY: Pimento Lane shall serve as a common driveway to Mimosa Court for Lots 108, 109, 110, 107 and 106 and a non-exclusive easement or right-of-way for ingress and egress is hereby created over Pimento Lane to Mimosa Court in accordance with the Declaration of Covenants, Conditions and Restrictions of Sycamore Hollow of Wildewood Association, Inc. The driveway and it's maintenance shall be the joint responsibility of the owners of said lots and/or the Homeowner's Association pursuant to a Common Driveway Agreement and/or the Declaration of Covenants, Conditions and Restrictions of Sycamore Hollow of Wildewood Association, Inc. The driveway is not a part of the County Road System and does not receive maintenance from the County.

4) Pimento Lane also to serve as a utility, drainage and pedestrian access easement.

Curve Data

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
1	50.00'	44.70'	23.97'	43.23'	N34°42'07"W	51°13'50"
2	10.00'	8.83'	4.73'	8.53'	N37°00'53"W	50°53'57"
3	375.00'	37.58'	18.83'	37.57'	N34°08'58"W	06°47'51"
4	710.00'	182.69'	91.82'	182.18'	S07°26'51"E	14°44'24"

Dept. of Public Works	Health Department	Metropolitan Commission
Date	File No.	Date
Director	Date	Director
Revision Log	Health Officer	Planning and Zoning
	Dir. Env. Hlth.	Date
	Sanitarian	Director
		P.C. Chairman

LARRY Q. DAY
Surveying, Land Planning & Engineering

Plat Eighteen
Lots 109, 110 and 111 & 108
SYCAMORE HOLLOW of WILDEWOOD
Third & Eighth Election Districts
St. Mary's County, Md.
LARRY Q. DAY
Surveying, Land Planning & Engineering
100 Exploration - Suite 1005
Lexington Park, Maryland 20653
Phone: (301) 863-0333

Scale: 1" = 50'	Contract No.: 75-006	Date: 03/21/94

BOOK 3003 PAGE 0264

FOLIO 5 26

TAX & RECORDS, ST. MARY'S CO. MARYLAND

E.W.A. 40 @ 121

AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF AVENMAR COMMUNITY ASSOCIATION, INC.

THIS AMENDMENT, is made this 10 day of November 1995, by AVENMAR LIMITED PARTNERSHIP, a Maryland Limited Partnership, (hereinafter referred to as the "Declarant";

IMP FD SURE 3 2.00
RECORDING FEE 20.00
TOTAL 22.00

WHEREAS, the Declarant filed the Declaration of Covenants, Conditions and Restrictions for Avenmar Community Association, Inc. (the "Declaration") on September 29, 1992 in the St. Mary's County Homeowners Association Depository at Liber No. 002, Folio 343 and among the Land Records of St. Mary's County, Maryland at Liber No. 713, Folio 257. The aforesaid Declaration as subsequently amended is hereby referred to as the "Declaration";

Rec# 3460 Rcpt # 6613

WHEREAS, Section 11.05 of the Declaration provides that so long as the Class B Membership exists the Declarant may modify or amend the Declaration without the consent of the Owners;

EMA TLG Blk # 876
Nov 22, 1995 09:11 am

WHEREAS, the Class B Membership still exists and is not yet required to be converted into the Class A Membership pursuant to Section 3.02 of the Declaration;

WHEREAS, the Declarant has determined that it is in the best interests of the Association to Amend the Declaration as set forth below;

NOW THEREFORE, the Declarant hereby amends the Declaration as follows:

1. The second sentence of Section 6.25 which reads *"No more than a total of three (3) normal house pets, exclusive of horses and ponies, may be kept on a Lot"* is hereby deleted and is of no further force and effect.

2. Except as otherwise set forth herein, all covenants, conditions and restrictions of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has executed this Amendment as of the date first above written.

RECORDING FEE 10.00
TOTAL 10.00
Rec# 3460 Rcpt # 6613
EMA TLG Blk # 877
Nov 22, 1995 09:21 am

WITNESS

AVENMAR LIMITED PARTNERSHIP, a Maryland Limited Partnership
BY: POTOMAC INVESTMENT ASSOCIATES LIMITED PARTNERSHIP

Louise A. Major

By: D S Franyo

General Partner

STATE OF MARYLAND, COUNTY OF MONTGOMERY, to wit:

I HEREBY CERTIFY that on this 10th day of November, 1995, before me a Notary Public in and for the State and County aforesaid, personally appeared Donald S. Franyo, who has satisfactorily proven to be the person whose name is subscribed to this instrument, who acknowledged himself to be the General Partner of Potomac Investment Associates Limited Partnership, a Maryland Limited Partnership, the General Partner of Avenmar Limited Partnership, a Maryland Limited Partnership and that the said person, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

WITNESS, my hand and Notarial Seal.

Louise A. Major
Notary Public
My Commission Expires: 9-13-97

LOUISE A. MAJOR
NOTARY
PUBLIC
FREDERICK CO., MARYLAND

BDM O:\FORMS\HOA\AMENTOCO.AVE
111095 9:10

JBER 1014 FOLIO 338
BOOK 6003 PAGE 0266

CHESTNUT HILLS HOMEOWNERS' ASSOCIATION, INC.

SECOND AMENDMENT TO DISCLOSURES PURSUANT TO THE MARYLAND HOMEOWNERS ASSOCIATION ACT

January 22, 1996

(1) The name and principal address of the vendor/declarant and the names and addresses of the principal officers of the corporation are:

Delmarva Properties, Inc.
Box 1700
West Point, Virginia 23181
(804) 843-5300

RECORDING FEE 20.00
TOTAL 20.00
Rcpt # 9603 Rcpt # 8650
EWA FG Blk # 44
Feb 29, 1996 05:36 PM

President: Joel K. Mostrom
P.O. Box 1700
14th and Lee St.
West Point, Virginia 23181

Secretary: John Paul Causey, Jr.
P.O. Box 1700
14th and Lee St.
West Point, Virginia 23181

Treasurer: Andrew J. Kohut
P.O. Box 1700
14th and Lee St.
West Point, Virginia 23181

(2) The name of the Homeowners Association is: **Chestnut Hills Homeowners' Association, Inc.**, (a Maryland Non-Stock Corporation). The resident agent of the Homeowners Association is **Bill D. McKissick, Jr., Esq.**, 91 Maple Road, Suite 205, Lexington Park, Maryland 20653; Ph: (301) 862-3764; Fax (301) 862-3789.

(3) The development is located in the Second and Third Election district of St. Mary's County, and after annexation of Section Three, contains approximately 243.376 acres more or less, and is more specifically described in the Declaration and Amendments thereto, copies of which are attached. After annexation of Section Three there are 52 lots in the subdivision. The minimum number of Lots currently planned which may be contained in the subdivision after annexation is 110. The maximum number of lots currently planned which may be contained in the subdivision after annexation is 123.

(4) The only property to be dedicated to public use consists of that property upon

which the roads of the subdivision will be located, said roads to be dedicated to St. Mary's County.

(5) It is currently not anticipated that the development will become a part of another subdivision.

(6) The Declarant has reserved the right to annex additional property to the development. It is anticipated that approximately 57 to 70 additional lots will be annexed. The location from which the additional property will be annexed is described on Schedule B of the Declaration of Covenants, Conditions and Restrictions for Chestnut Hills which is recorded among the Land Records of St. Mary's County, Maryland at Liber E.W.A. 837, Folio 50. Note that the Declarant may not annex all of said additional property, and is not required to annex all of said property, but rather that any property annexed will be contained within the boundaries described on Schedule B. The Declarant has the unilateral right, privilege and option to annex said property for ten (10) years from the date of the Declaration.

(7) The Association currently owns Parcel A, containing 6.212 acres more or less, and Parcel B, containing 10.069 acres, more or less. both parcels being shown on that plat entitled "Subdivision of Chestnut Hills, Section One," recorded among the Plat Records of St. Mary's County, Maryland at Liber E.W.A. 38, folio 93. The Association may own and maintain additional common areas after annexation of additional properties. The Declarant roughly estimates that a total of 40 acres will be owned and/or maintained by the Association. This figure could change substantially during the subsequent development of Chestnut Hills.

(8) A copy of the following documents are attached or are recorded elsewhere within the Homeowner's Association Depository for St. Mary's County:

(i) The articles of incorporation, the declaration, and all recorded covenants and restrictions of the primary development and of other related developments to the extent reasonably available, to which the purchaser shall become obligated on becoming an owner of the lot.

(ii) The bylaws and rules of the primary development and of other related developments to the extent reasonably available, to which the purchaser shall become obligated on becoming an owner of the lot.

NOTE THAT THESE DOCUMENTS IMPOSE OBLIGATIONS WHICH ARE ENFORCEABLE AGAINST THE OWNER AND TENANT.

(9) There is no estimated proposed annual budget for the homeowners association for the current fiscal year due to the fact that it is anticipated that the homeowners' association will not incur any expenses, other than administrative expenses, (which will be paid by the Declarant during the upcoming year). Due to the fact that there are no common area improvements, no reserves have been set aside for their replacement. The budget for the homeowners association based upon the development fully expended in accordance with expansion rights contained in the declaration is not anticipated to exceed $3,000.00 per year, said sum to pay for the maintenance of the common areas and administrative expenses of the homeowners association.

(10) The anticipated mandatory fee for assessments to be paid by owners of lots within the development for the use, maintenance, and operation of common areas and other purposes related to the homeowners association will be $195.00 per lot, per year, unless otherwise determined pursuant to the terms of the attached Bylaws, Articles, and/or Declaration, as amended. The declarant/vendor will not be obligated to pay said fees in whole or in part. The assessments are to be paid on a semi-annual basis.

(11) Information concerning zoning and other land use requirements affecting the development can be found at the St. Mary's County Office of Planning and Zoning, located in Leonardtown, and various affiliated county and state agencies, including: the Department of Public Works; the Health Department; the State Highway Administration, etc.

(12) Pro-rated assessments for the current year will be required at the time of closing. The mechanism for the determination, assessment, collection, and consequences of nonpayment of assessments or fees is set forth in the Articles, Declaration and Bylaws of the homeowners association.

(13) No funds are to be collected at settlement for contribution to the homeowners association other than prorated fees or assessments.

(14) Any special rights or exemptions reserved by or for the benefit of the declarant or the vendor are contained in Articles, Declaration and Bylaws of the Association.

IN WITNESS WHEREOF, the party below has executed this First Amendment to Disclosures the date first above written.

DECLARANT
DELMARVA PROPERTIES, INC.

ATTEST

By: _____ (SEAL)
Joel K. Mostrom, President

STATE OF VIRGINIA,
COUNTY OF KING WILLIAM, to wit:

I HEREBY CERTIFY that on this 22 day of January, 1996, before me, the subscriber, a notary public in and for the jurisdiction aforesaid, personally appeared Joel K. Mostrom, who is known to me (or satisfactorily proven) to be the person who signed the within

instrument and said person made oath in due form of law that said person is the President of Delmarva Properties, Inc., and that, as such, said person is duly authorized to execute the within instrument for the purposes therein contained, and said person acknowledged that said person executed the same as the act and deed of said Delmarva Properties, Inc.

AS WITNESS my hand and Notarial Seal.

Deborah K. Cobb
Notary Public
My Commission expires: 2/28/98

BDM O:\FORMS\HOA\CHSTNUTH.ILL\ANNEX2.DEL
011596 8:39

LIBER 1039 FOLIO 433

IMP FD SURC $ 2.00
RECORDING FEE 28.00
TOTAL 22.00
Rcpt # 9888
Blk # 1131
12:31 PM
Rcpt SW03
EMA MAB
Mar 15, 1996

SEVENTH SUPPLEMENTAL OR CLUSTER DECLARATION

BOOK 0003 PAGE 0271

and
Annexation Amendment
to the
Declaration of Covenants, Conditions and Restrictions
of
WILDEWOOD VILLAGE ASSOCIATION, INC.
and to the
Declaration of Covenants, Conditions and Restrictions
of
WILDEWOOD VILLAGE VILLA ASSOCIATION, INC.

RECORDING FEE 15.00
TOTAL 15.00
Rcpt SW03 Rcpt # 9888

This SEVENTH SUPPLEMENTAL OR CLUSTER DECLARATION and Annexation Amendment, (the "Seventh Supplemental Declaration"), made this 22nd day of January, 1996, by PARAGON BUILDERS, INC., a Corporation organized and existing under the laws of the State of Maryland (the "Declarant").

EMA MAB Blk # 1132
Mar 15, 1996 12:37 PM

Introductory Statement

A. Declarant has caused the Declaration of Covenants, Conditions and Restrictions of Wildewood Village Association, Inc., dated March 31, 1994, recorded among the Land Records of St. Mary's County, Maryland in Liber E.W.A. No. 880 at Folio 418 (the "Master Declaration") establishing Wildewood Village and the Wildewood Village Association, Inc. (the "Master Association").

B. Declarant also has caused the Declaration of Covenants, Conditions and Restrictions of Wildewood Village Villa Association, Inc., dated March 31, 1994, recorded among the Land Records of St. Mary's County, Maryland in Liber E.W.A. No. 880 at Folio 442 (the "Cluster Declaration") establishing Wildewood Village Villa Association, Inc. (the "Cluster Association"), the effect of which was to subject certain described property designated as the Proposed Villa Phase One Area to the Cluster Declaration and thereby to the Master Declaration pursuant to Article II, Section 1 of the Master Declaration.

C. Declarant may add or annex certain additional property to the Master Declaration and the Cluster Declaration pursuant to Article II, Section 2 of the said Declarations.

NOW THEREFORE, in this Seventh Supplemental Declaration the Declarant, for itself, its successors, and assigns, does hereby expressly declare, state, and establish as follows:

1. That the following lots, to the extent that they were not part of the area designated in proposed Villa Phase One area, are

hereby annexed and made subject to the Master Declaration and Cluster Declaration and to the jurisdiction of the Master Association and the Cluster Association:

(a) Lots 207, 208 and including but not limited to Fieldstone Way as per Plat Twelve of Wildewood Village as recorded in the Plat Records of St. Mary's County, Maryland in Plat Liber E.W.A. No. 41, Folio 79.

WITNESS the hand and seal of Declarant, Paragon Builders, Inc., by its President on the day and year first above written.

ATTEST:

Thomas E. Wettengel
Corporate Secretary

PARAGON BUILDERS, INC.

By: _____ (Seal)
Edmund W. Wettengel
President

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

I HEREBY CERTIFY, that on this 1st day of FEBRUARY, 1996, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared EDMUND W. WETTENGEL, who made oath in due form of law that he is the President of Paragon Builders, Inc., a corporation, the Declarant of the aforegoing Seventh Supplemental Declaration, and that he is authorized to execute the said Seventh Supplemental Declaration on behalf of the Corporation, and that the said Seventh Supplemental Amendment to Declaration is the act of Paragon Builders, Inc. and that said Seventh Annexation Amendment to Declaration was executed and is to be recorded for the purpose of subjecting the described real property to the legal operation and effect of the Master Declaration, and to the jurisdiction of the Master Association and to the Cluster Association and to the jurisdiction of the Cluster Association as stated therein.

AS WITNESS my hand and Notarial Seal.

J. Rachael Weber
Notary Public

My Commission Expires: 6-21-98

ORIGINAL PLAT EXECUTED BY ALL PARTIES AND RECORDED

General Notes:

1. Subject property appears on Tax Map 34, Block 13 as p/o Par. 128 and Map 33, Block 18 as p/o Par. 148.
2. The subdivision shown hereon is a part of the WILDEWOOD PLANNED UNIT DEVELOPMENT, as approved and is subject to all applicable covenants and restrictions of record.
3. Present Zoning: PDR 4.28
4. Public utility easements shall be a minimum of 10 (ten) feet in width along all property lines or as required in the Saint Mary's County Subdivision Regulations, Article IX - Section 4.06, and there shall be a 10 (ten) foot easement along all road rights-of-way and a 5 (five) foot easement inside all lot lines for public utilities and drainage.
5. All lots are to be served by central water and sanitary sewer systems constructed in accordance with the Saint Mary's County Standards and Specifications for Water and Sewer Construction and in accordance with the public works agreement between the owner and the Saint Mary's County Metropolitan Commission. The subdivision shown hereon is in compliance with the Saint Mary's County Comprehensive Water and Sewer plan.
6. The utility easement(s) as indicated is (are) for the use of PARAGON BUILDERS, INC., its successors and assigns, to install and maintain below ground utilities and their appurtenances. Any area disturbed during installation and/or maintenance shall be promptly stabilized. See Utility easement covenant for further clarification.
7. PRIVATE STREETS AND WAYS. The sole owners of the lots shown hereon will have access to a non-dedicated roadway, a public street, as Fieldstone Way, Bethune Lane and Wildewood Village Lane, which are private streets and ways created in accordance with the applicable Declarations of Covenants, Conditions and Restrictions. Said private streets and ways are their maintenance shall be the responsibility of the owners through the Homeowners Association. Some private streets and ways are not a part of the County Road System and do not receive maintenance from the County.
8. Fieldstone Way also to serve as an utility, drainage and pedestrian access easement.

9. Private Addresses are shown hereon as thus: •XXXX

Development, Construction, Utility and Drainage Easement Covenant:

There is hereby created a blanket easement upon, across, over, through and under the subject property shown hereon for ingress, egress, access, construction, installation, replacement, repair, operation and maintenance of all streets and parking lots, utility and service lines and systems including, but not limited to, drainage structures, storm water management ponds, parking, pedestrian walkways, water, sewer, gas, telephone, electricity, television cable & communication lines, systems or other at the owners expense. It shall be expressly permissible for PARAGON BUILDERS, INC., its successors and assigns including, but not limited to, the providing utility or service company such as S.M.E.C.O. or the St. Mary's County Metropolitan Commission, with the approval of the developer, to complete construction of all contemplated improvements to the subject property, 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.

Not withstanding a specific easement designation shown on this plat, there is automatically created an easement upon, across, over, through and under the property shown hereon for drainage and storm water management. Nothing herein shall prevent the natural flow of water throughout the watershed in which said property is located. In addition, any area disturbed and utilized for streets, parking lots, utility and service lines and systems, including individual unit connections, shall automatically be deemed a part of a pedestrian walkway system, whether or not the area is so designated on this plat. Easements shown hereon are approximate. More definitive limits are reflected on the construction plans for Wildewood Parkway, Station 103+12.80 to Station 125+55.90 and/or the construction plans for Phases 1 and 2 Wildewood Retirement Village Development; Fieldstone on file at the Department of Public Works.

Owner and Association Easements and Cross Easements

It is contemplated that the property shown and described hereon, in whole or in part, will be subject to certain homeowners associations including, but not limited to, a master association, condominium association and site (single family) attached and detached unit(s) association of which the owners of individual unit's shall be members of said master association and either the site association or the condominium association. There is hereby created a non-exclusive blanket easement and non-exclusive cross easements for the benefit of said associations, their members and guests to enter upon and across the properties of the various associations, to utilize and have ingress and egress over the designated roadways to a public street (see general note 7 and 8) and pedestrian access walkways and to utilize facilities throughout Wildewood Village which are available for their use.

Owner's Dedication:

We, Paragon Builders, Inc., a Maryland Corporation, by Edmund W. Wattenger, President, the owners of the property shown hereon and described in the Surveyor's Certification within hereto, hereby adopt this plan of subdivision upon its approval by all required agencies. There are no pending suits or actions at law, liens, deed mortgages or deeds of trust affecting this subdivision except for a certain deed of trust recorded among said Land Records in Liber E.W.A. 289 at Folio 004. All parties to deeds of trust thereto have without their signatures indicating their consent to the plan of subdivision, the further set-back the minimum building restriction lines as required by the 1989 Wildewood P.U.D. Amendment, as approved and dedicate the streets, walkways, easements, rights-of-way and other improvements, where applicable, to public use.

The requirements of Subsection (C) of Section 3-108 of the Annotated Code of Maryland (Real Property Article), as far as it concerns the marking of the plat and setting of the markers required therein, have been or will be complied with, to the best of our knowledge, information and belief.

Edmund W. Wattenger, President — Date

Thomas E. Wattenger, Secretary — Date

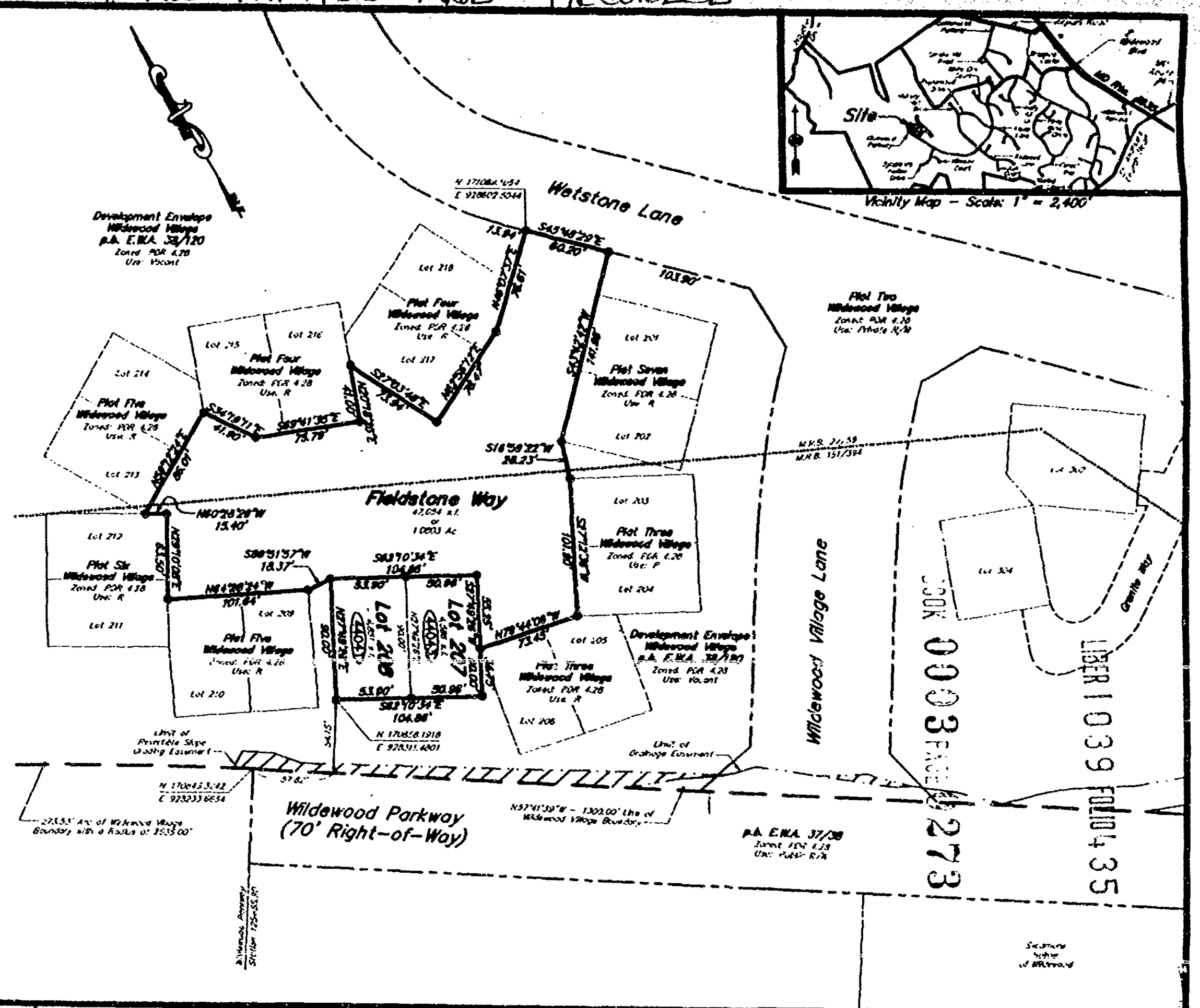
First Union National Bank of Virginia, N.A.
James A. Kenney, Special Trustee for Plat Execution — Date

Surveyor's Certification:

I hereby certify, to the best of my knowledge, information and belief, that the plat shown hereon is correct and conforms to the specifications; and said plat is a subdivision of part of the land conveyed unto Paragon Builders, Inc., by deed from Joseph A. Wildewood and Alice R. Wildewood, his wife, dated July 28, 1983 and recorded among the Land Records of St. Mary's County, Maryland, in Liber M.K.B. 151 at Folio 394 and part of the lands conveyed unto Paragon Builders, Inc., by deed from R.S.T., Inc., a Maryland Corporation, dated March 30, 1988 as recorded among said Land Records in Liber M.K.B. 232 at Folio 175, said plat being more particularly described as a subdivision of "Plat One - Development Envelope - Wildewood Village" as recorded among said Land Records in plat Liber E.W.A. 38 at Folio 120.

The requirements of Subsection (C) of Section 3-108 of the Annotated Code of Maryland (Real Property Article), as far as it concerns the marking of the plat and setting of the markers required therein, have been or will be complied with, to the best of my knowledge, information and belief.

Larry O. Day
Registered Land Surveyor
Maryland Certificate No. 9006 — Date



Planning and Zoning	Health Department	Department of Public Works					
Date	Date	Date	No.	Date	Description	By
Director	Health Officer	Director				
P.C. Chairman	Dir.Env.Hlth	Metropolitan Commission				
Case File Number: 91-0233	Sanitarian	Date / Director				

REVISIONS

LARRY O. DAY
Surveying, Land Planning & Engineering
Wildewood Professional Park ~ 308 Airport Drive
California, Maryland 20619
Phone: (301) 863-0333

Plat Twelve
Lots 207 & 208 and Fieldstone Way
WILDEWOOD VILLAGE
Third & Eighth Election Districts
St. Mary's County, Maryland

Contract # 90-005 | Drawing # WILDWP12 | Drawn by LOD | Chk. by WPH
Date 12/20/90 | Scale 1" = 50' | Page 1 of 1

PET-12

AMONG THE LAND RECORDS FOR ST. MARY'S CO. MARYLAND, E.W.A. 41 @ 79,

BOOK 0003 PAGE 0274 LIBER 1060 FOLIO 010

TWENTY-FOURTH ANNEXATION AMENDMENT

to

Declaration of Covenants, Conditions and Restrictions

of

SYCAMORE HOLLOW OF WILDEWOOD ASSOCIATION, INC.

IMP FD SURE $ 2.00
RECORDING FEE 20.00
TOTAL 22.00
Rec# SM03 Rcpt # 11059

This TWENTY-FOURTH ANNEXATION AMENDMENT, (the "Twenty-fourth Annexation"), made this 23rd day of May, 1996, by PARAGON BUILDERS, INC., a Corporation organized and existing under the laws of the State of Maryland (the "Declarant").

EWA PL Blk # 2021
May 29, 1996 12:43 PM

Introductory Statement

A. Declarant has caused the Declaration of Covenants, Conditions and Restrictions of Sycamore Hollow of Wildewood Association, Inc., dated January 22, 1993, to be recorded among the Land Records of St. Mary's County, Maryland in Liber E.W.A. No. 746 at Folio 96 (the "Declaration") establishing Sycamore Hollow of Wildewood and Sycamore Hollow of Wildewood Association, Inc. (the "Association").

RECORDING FEE 15.00
TOTAL 15.00

B. The Declaration in Article II, Section 2, provides the Declarant unlimited right, privilege, and option, from time to time and at any time, to annex to the Property and to subject to the legal operation and effect of the Declaration and to the jurisdiction of the Association certain additional real property by the filing of an Annexation Amendment among the Land Records of St. Mary's County, Maryland.

Rec# SM03 Rcpt # 11059

C. Declarant now desires to annex certain additional real property and to subject the same to the legal operation and effect of the Declaration and to the jurisdiction of the Association in accordance with the provisions of the Declaration.

EWA PL Blk # 2022
May 29, 1996 12:50 PM

NOW THEREFORE, this Twenty-fourth Annexation Amendment WITNESSETH: That Declarant, for itself, its successors, and assigns for themselves, their personal representatives, heirs, and assigns, do hereby expressly declare, state and establish as follows:

1. The additional real property annexed hereby and subjected to the legal operation and effect of the Declaration and to the jurisdiction of the Association is the property designated on Plat Twenty-eight, Lots 33, 34, 38, 39 and Butternut Lane of Sycamore Hollow of Wildewood, recorded in the plat records of St. Mary's County, Maryland in Plat Liber E.W.A. 042 at Folio 021 and including, but not limited to Lots 33, 34, 38, 39 and Butternut Lane.

RETURN TO:
NAME: Jessica Ervin
ADDRESS:

2. That the additional real property annexed hereby is part of the property described in Exhibit "A" of the Declaration and the same is annexed and subjected to the legal operation and effect of the Declaration and to the jurisdiction of the Association in accordance with the Declaration.

WITNESS the hand and seal of Declarant, Paragon Builders, Inc., by its President on the day and year first above written.

ATTEST:

Thomas E. Wettengel
Corporate Secretary

PARAGON BUILDERS, INC.

by: _____ (SEAL)
Edmund W. Wettengel, Jr.
President

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

I HEREBY CERTIFY, that on this 23rd day of May, 1996, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared EDMUND W. WETTENGEL, JR., who made oath in due form of law that he is the President of Paragon Builders, Inc., a corporation, the Declarant of the aforegoing Twenty-fourth Annexation Amendment to Declaration, and that he is authorized to execute the said Twenty-fourth Annexation Amendment to Declaration on behalf of the Corporation, and that the said Twenty-fourth Annexation Amendment to Declaration is the act of Paragon Builders, Inc. and that said Twenty-fourth Annexation Amendment to Declaration was executed and is to be recorded for the purpose of annexing additional property and subjecting the same to the legal operation and effect of the Declaration, and to the jurisdiction of Sycamore Hollow of Wildewood Association, Inc.

AS WITNESS my hand and Notarial Seal.

Notary Public

My Commission Expires: 9/22/99

NOTARY PUBLIC
JAYNE A. WYSEADS
PRINCE GEORGES CO.

ORIGINAL PLAT EXECUTED BY ALL PARTIES AND RECORDED IN LAND RECORDS FOR

LIBER 0060 FOLIO 012

COOK 0003 PAGE 0276

General Notes:

1) The subdivision shown hereon is within and a part of the WILDEWOOD PLANNED UNIT DEVELOPMENT, as approved and is subject to all covenants and restrictions of record.
2) Public utility easements shall be a minimum of 10 (ten) feet in width along all property lines or as required by the Saint Mary's County Subdivision Regulations, Article IV - Section 4.06, and there shall be a 10 (ten) foot easement along all road rights-of-way and a 8 (eight) foot easement inside all lot lines for public utilities and drainage.
3) All lots are to be served by central water and sanitary sewer systems constructed in accordance with the Saint Mary's County Standards and Specifications for Water and Sewer Construction and in accordance with the public works agreement between the owner and the Saint Mary's County Metropolitan Commission. The subdivision shown hereon is in compliance with the Saint Mary's County Comprehensive Water and Sewer plan.
4) The utility easement(s) so indicated, is (are) for the use of PARAGON BUILDERS, INC., it's heirs and assigns, to install and maintain below ground utilities and their appurtenances. Any area disturbed during installation and/or maintenance shall be permanently stabilized. See utility easement covenant for further distribution.
5) Present Zoning: POR 4.28
7) Lot lots restricted to one point access to the County Right-of-Way.
8) Butternut Lane shall serve as a common driveway to Sycamore Hollow Drive for Lots 33, 34, 36, 38, 37, 38 & 39 and a non-exclusive easement or right-of-way for ingress and egress is hereby created over Butternut Lane to Sycamore Hollow Drive in accordance with the Declaration of Covenants, Conditions and Restrictions of Sycamore Hollow of Wildewood Association, Inc. The driveway and it's maintenance shall be the joint responsibility of the owner's of said lots and/or the Homeowner's Association pursuant to a Common Driveway Agreement and/or the Declaration of Covenants, Conditions and Restrictions of Sycamore Hollow of Wildewood Association, Inc. The driveway is not a part of the County Road System and does not receive maintenance from the County.
9) Butternut Lane also to serve as utility, drainage and pedestrian access easement.
10) The variable slope grading and utility and drainage easements shown hereon are approximate, more definitive limits may be shown on the Construction Plans for Sycamore Hollow of Wildewood Development Envelope on file at the St. Mary's County Department of Public Works.
11) Premise Addresses shown hereon as thus (XXXXX)

Development, Construction, Utility and Drainage Easement Covenant:

There is hereby created a blanket easement upon, across, over, through and under the property shown hereon 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, drainage areas, storm water management, sewer, water, gas, telephone, electric, television cable or communication lines systems. By state of this easement it shall be expressly permissible for PARAGON BUILDERS, INC. 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 property. Install and maintain facilities and equipment on said property to accounts 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.

Not withstanding a specific easement designation shown on this plat, there is automatically created an easement upon, across, over, through and under the property shown hereon for drainage areas and storm water management following the natural flow of water throughout the subdivision in which said property is located. In addition, any area disturbed and utilized for streets, parking lots, utility and service lines and systems, including individual unit connections, shall automatically be deemed a part of the pedestrian walkway system, whether or not the area is so designated on this plat.

Owner's Dedication:

We, Paragon Builders, Inc., a Maryland Corporation, by Edmund W. Wattenpel, President, the owners of the property shown hereon and described in the Surveyor's Certificate affixed hereto, hereby adopt this plan of subdivision upon the approval by all required agencies. There are no pending suits or actions at law, liens, liens, mortgages or deeds of trust affecting this subdivision except for a certain deed of trust recorded among said Land Records in Liber E.W.A. 825 at Folio 482. All parties in interest thereto have affixed their signatures indicating their assent to this plan of subdivision.
We further establish the minimum building restriction lines as required by the 1989 Wildewood P.U.D. Amendment, as approved and dedicate the streets, walkways, easements, rights-of-way and other improvements, where applicable, to public use.
The requirements of Section 3-108 of the Annotated Code of Maryland (Real Property Article) as far as it concerns the marking of the plan and setting of the markers required therein have been complied with to the best of our knowledge, information and belief.

Edmund W. Wattenpel, President — Date

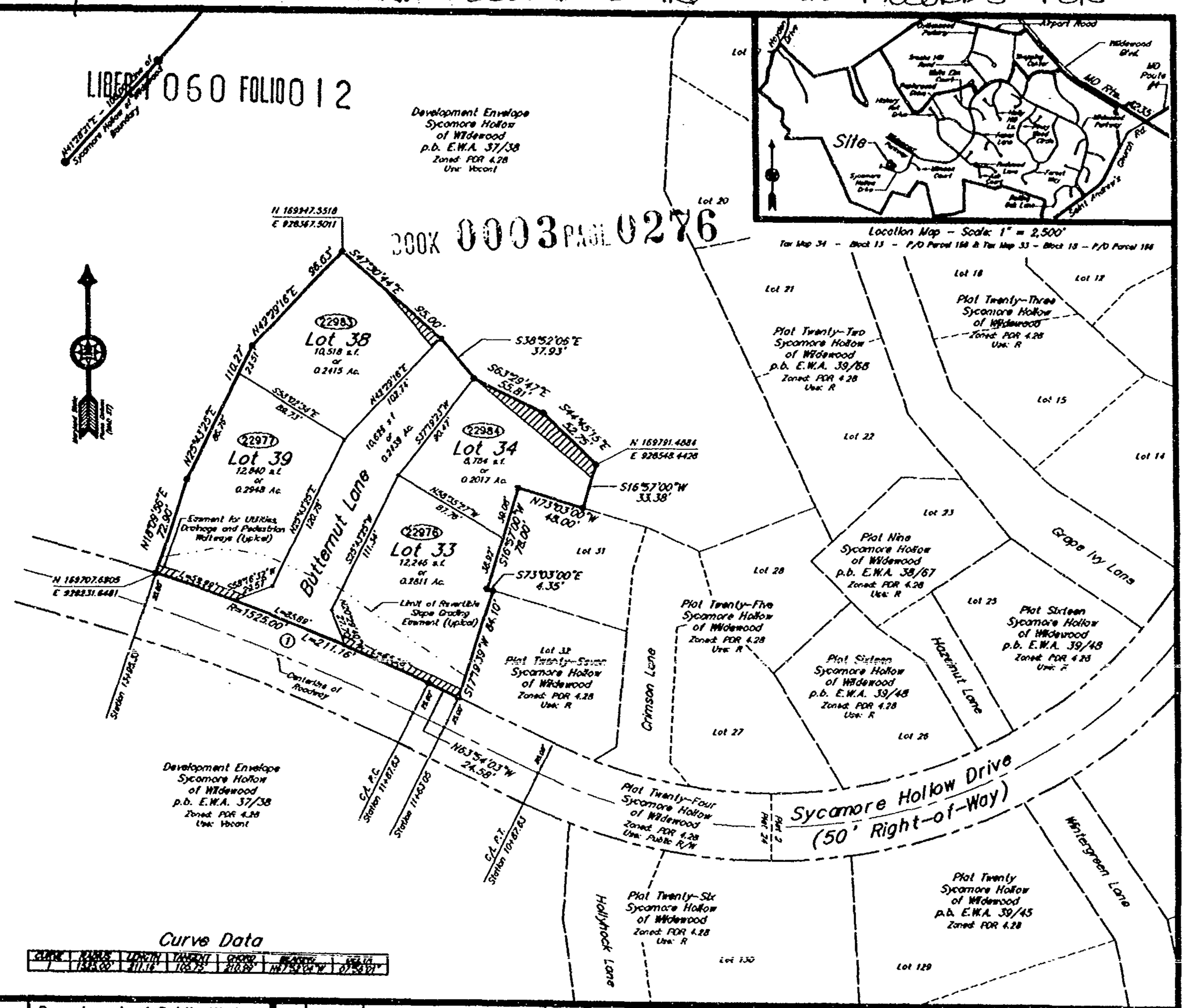
Thomas E. Wattenpel, Secretary — Date

First Union National Bank of Virginia, N.A.
James A. Kenney III, Esquire, Special Trustee for Plat Execution — Date

Surveyor's Certificate:

I hereby certify to the best of my knowledge, information and belief that the plat shown hereon is correct (subject to a (ten square) and conforms to the specifications; that this is a subdivision of "Plat One - Development Envelope - Sycamore Hollow of Wildewood" as recorded among the Land Records of St. Mary's County, Maryland, in plat book Liber E.W.A. 37 at Folio 38.
The requirements of Section 3-108 of the Annotated Code of Maryland (Real Property Article) as far as it concerns the marking of the plan and setting of the markers required therein have been or will be complied with to the best of my knowledge, information and belief.

Larry O. Day
Registered Land Surveyor
Maryland Certificate No. 8008 — Date



Planning and Zoning	Health Department	Department of Public Works
Date	Date	Date
Director	Health Officer	Director
P.C. Chairman	Dir.Env.Hyg.	Metropolitan Commission
Case File Number: 91-1732	Sanitarian	Date
		Director

No.	Date	Description	By
		REVISIONS	

LARRY O. DAY
Surveying, Land Planning & Engineering
Wildewood Professional Park - 308 Airport Drive
California, Maryland 20619
Phone: (301) 863-0333

Plat Twenty-Eight
Lots 33, 34, 38 & 39
SYCAMORE HOLLOW of WILDEWOOD
Third & Eighth Election Districts
St. Mary's County, Maryland

Contract # 75-006	Drawing # WHSHW28	Chkd by LOD	Dwn. by MAW
Date 04/22/96	Scale 1" = 50'	Page 1 of 1	

SH-28

SH MARIA CONTRACT. MARYLAND E.W.A. 42 @ 21 5-20-96

LIBER 1064 FOLIO 591

EIGHTH SUPPLEMENTAL OR CLUSTER DECLARATION

0003 0277

and
Annexation Amendment
to the
Declaration of Covenants, Conditions and Restrictions
of
WILDEWOOD VILLAGE ASSOCIATION, INC.
and to the
Declaration of Covenants, Conditions and Restrictions
of
WILDEWOOD VILLAGE VILLA ASSOCIATION, INC.

IMP FD SURE $ 2.00
RECORDING FEE 20.00
TOTAL 22.00
Rec# SW03 Rcpt # 11535
EWA MAB Blk # 910
Jun 13, 1996 12:16 PM

RECORDING FEE 15.00
TOTAL 15.00

This EIGHTH SUPPLEMENTAL OR CLUSTER DECLARATION and Annexation Amendment, (the "Eighth Supplemental Declaration"), made this 12th day of June, 1996, by PARAGON BUILDERS, INC., a Corporation organized and existing under the laws of the State of Maryland (the "Declarant").

Rec# SW03 Rcpt # 11535
EWA MAB Blk # 911
Jun 13, 1996 12:23 PM

Introductory Statement

A. Declarant has caused the Declaration of Covenants, Conditions and Restrictions of Wildewood Village Association, Inc., dated March 31, 1994, recorded among the Land Records of St. Mary's County, Maryland in Liber E.W.A. No. 880 at Folio 418 (the "Master Declaration") establishing Wildewood Village and the Wildewood Village Association, Inc. (the "Master Association").

B. Declarant also has caused the Declaration of Covenants, Conditions and Restrictions of Wildewood Village Villa Association, Inc., dated March 31, 1994, recorded among the Land Records of St. Mary's County, Maryland in Liber E.W.A. No. 880 at Folio 442 (the "Cluster Declaration") establishing Wildewood Village Villa Association, Inc. (the "Cluster Association"), the effect of which was to subject certain described property designated as the Proposed Villa Phase One Area to the Cluster Declaration and thereby to the Master Declaration pursuant to Article II, Section 1 of the Master Declaration.

C. Declarant may add or annex certain additional property to the Master Declaration and the Cluster Declaration pursuant to Article II, Section 2 of the said Declarations.

NOW THEREFORE, in this Eighth Supplemental Declaration the Declarant, for itself, its successors, and assigns, does hereby expressly declare, state, and establish as follows:

1. That the following lot, to the extent that they were not part of the area designated in proposed Villa Phase One area, are

hereby annexed and made subject to the Master Declaration and Cluster Declaration and to the jurisdiction of the Master Association and the Cluster Association:

(a) Lot 303 as per Plat Thirteen of Wildewood Village as recorded in the Plat Records of St. Mary's County, Maryland in Plat Liber E.W.A. No. 42, Folio 32.

WITNESS the hand and seal of Declarant, Paragon Builders, Inc., by its President on the day and year first above written.

ATTEST:

Thomas E. Wettengel
Corporate Secretary

PARAGON BUILDERS, INC.

By: _____ (Seal)
Edmund W. Wettengel
President

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

I HEREBY CERTIFY, that on this 12th day of June, 1996, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared EDMUND W. WETTENGEL, who made oath in due form of law that he is the President of Paragon Builders, Inc., a corporation, the Declarant of the aforegoing Eighth Supplemental Declaration, and that he is authorized to execute the said Eighth Supplemental Declaration on behalf of the Corporation, and that the said Eighth Supplemental Amendment to Declaration is the act of Paragon Builders, Inc. and that said Eighth Annexation Amendment to Declaration was executed and is to be recorded for the purpose of subjecting the described real property to the legal operation and effect of the Master Declaration, and to the jurisdiction of the Master Association and to the Cluster Association and to the jurisdiction of the Cluster Association as stated therein.

AS WITNESS my hand and Notarial Seal.

Jayne A. Byrnes
Notary Public

My Commission Expires: 9/22/99

JAYNE A. BYRNES
NOTARY
PUBLIC
PRINCE GEORGES CO. MD

ORIGINAL PLAT EXECUTED BY ALL PARTIES AND RECORDED AMONG THE

General Notes:

1. Subject property appears on Tax Map 34, Block 13 as p/o Parc. 196 and Map 33, Block 16 as p/o Parc. 186.
2. The subdivision shown hereon is a part of the WILDEWOOD PLANNED UNIT DEVELOPMENT, as approved, and is subject to all applicable covenants and restrictions of record.
3. Present Zoning: PDR 4.28
4. Public utility easements shall be a minimum of 10 (ten) feet in width along all property lines or as required in the Saint Mary's County Subdivision Regulations, Article III - Section 4.06, and there shall be a 10 (ten) foot easement along all road rights-of-way and a 5 (five) foot easement inside all lot lines for public utilities and drainage.
5. All lots are to be served by central water and sanitary sewer systems constructed in accordance with the Saint Mary's County Standards and Specifications for Water and Sewer Construction and in accordance with the public works agreement between the owner and the Saint Mary's County Metropolitan Commission. The subdivision shown hereon is in compliance with the Saint Mary's County Comprehensive Water and Sewer plan.
6. The utility easement(s) as indicated is (are) for the use of PARAGON BUILDERS, Inc., it's successors and assigns, to install and maintain below ground utilities and their appurtenances. Any area disturbed during installation and/or maintenance shall be permanently stabilized. See utility easement covenant for further clarification.
7. ROAD & STREETS AND WAYS: The unit owners of the lots shown hereon will have access to and from Wildewood Parkway, a public street, via Granite Way, Wetstone Lane and Wildewood Village Lane, which are private streets and ways created in accordance with the applicable Declarations of Covenants, Conditions and Restrictions. Said private streets and ways and their maintenance shall be the responsibility of the owners through the Homeowners Associations. Said private streets and ways are not a part of the County Road System and do not receive maintenance from the County. The location of Granite Way will be more definitively shown on subsequent subdivisions of the Wildewood Village Development Envelope.
8. Granite Way also to serve as an utility, drainage and pedestrian access easement.
9. Premise Addresses are shown hereon as thus: (XXXX)

Development, Construction, Utility and Drainage Easement Covenant:

There is hereby created a blanket easement upon, across, over, through and under the subject property shown hereon for ingress, egress, access, construction, installation, replacement, repair, operations and maintenance of all streets and parking lots, utility and service lines and systems including, but not limited to, drainage areas, storm water management, streets, parking, pedestrian walkways, water, sewer, gas, telephone, electricity, television cables or communication lines systems. By virtue of this easement, it shall be expressly permissible for PARAGON BUILDERS, INC., the declarant, it's successors and assigns including, but not limited to, the providing utility or service company such as S.M.E.C.O. or the St. Mary's County Metropolitan Commission, with the approval of the declarant, to complete construction of all contemplated improvements to the subject property, install and maintain facilities and equipment on said property, to excavate for such purposes and to utilize and maintain wires, circuits and conduits on, in and under the roads and exterior walls of improvements thereon, providing such disturbed areas are restored to the condition in which they were found.

Not withstanding a specific easement designation shown on this plat, there is automatically created an easement upon, across, over, through and under the property shown hereon for drainage area and storm water management following the natural flow of water throughout the watershed in which said property is located. In addition, any area disturbed and utilized for streets, parking lots, utility and service lines and systems, including individual unit connections, shall automatically be deemed a part of a pedestrian walkway system, whether or not the area is be designated on this plat.

Easements shown hereon are approximate. Very definable limits are reflected on the construction plans for Wildewood Parkway Station 103+12.80 to Station 135+53.90 and/or the construction plans for Phases 1 and 2, Wildewood Parkway Village Development Envelope on file at the Department of Public Works.

Owner and Association Easements and Cross Easements

It is contemplated that the property shown and described hereon, in whole or in part, will be subject to certain homeowners associations including, but not limited to, a master association, condominium association and villa (single family attached and detached units) association of which the owners of individual units shall be members of said master association and either the villa association or the condominium association. There is hereby created a non-exclusive blanket easement and non-exclusive cross easements for the benefit of said associations, their members and guests to enter upon and cross the properties of the various associations, to utilize and have ingress and egress over the designated roadways to a public street (see general notes 7 and 8) and pedestrian access walkways and to utilize facilities throughout Wildewood Village which are available for their use.

Owner's Dedication:

We, Paragon Builders, Inc., a Maryland Corporation, by Edmund W. Wellengel, President, the owners of the property shown hereon and described in the Surveyor's Certification affixed hereto, hereby adopt this plan of subdivision upon its approval by all required agencies. There are no pending suits or actions at law, liens, liens, mortgages or deeds of trusts affecting this subdivision except for a certain deed of trust recorded among said Land Records in Liber E.W.A. 341 at Folio 004. All parties in interest thereto have affixed their signatures indicating their assent to this plan of subdivision. We further establish the minimum building restriction lines as required by the 1989 Wildewood P.U.D. Amendment, as approved, and dedicate the streets, walkways, easements, rights-of-way and other improvements where applicable, to public use.

The requirements of Subsection (C) of Section 3-108 of the Annotated Code of Maryland (Real Property Article), as far as it concerns the marking of the plat and setting of the markers required therein, have been or will be complied with, to the best of our knowledge, information and belief.

Edmund W. Wellengel, President — Date

Thomas E. Wellengel, Secretary — Date

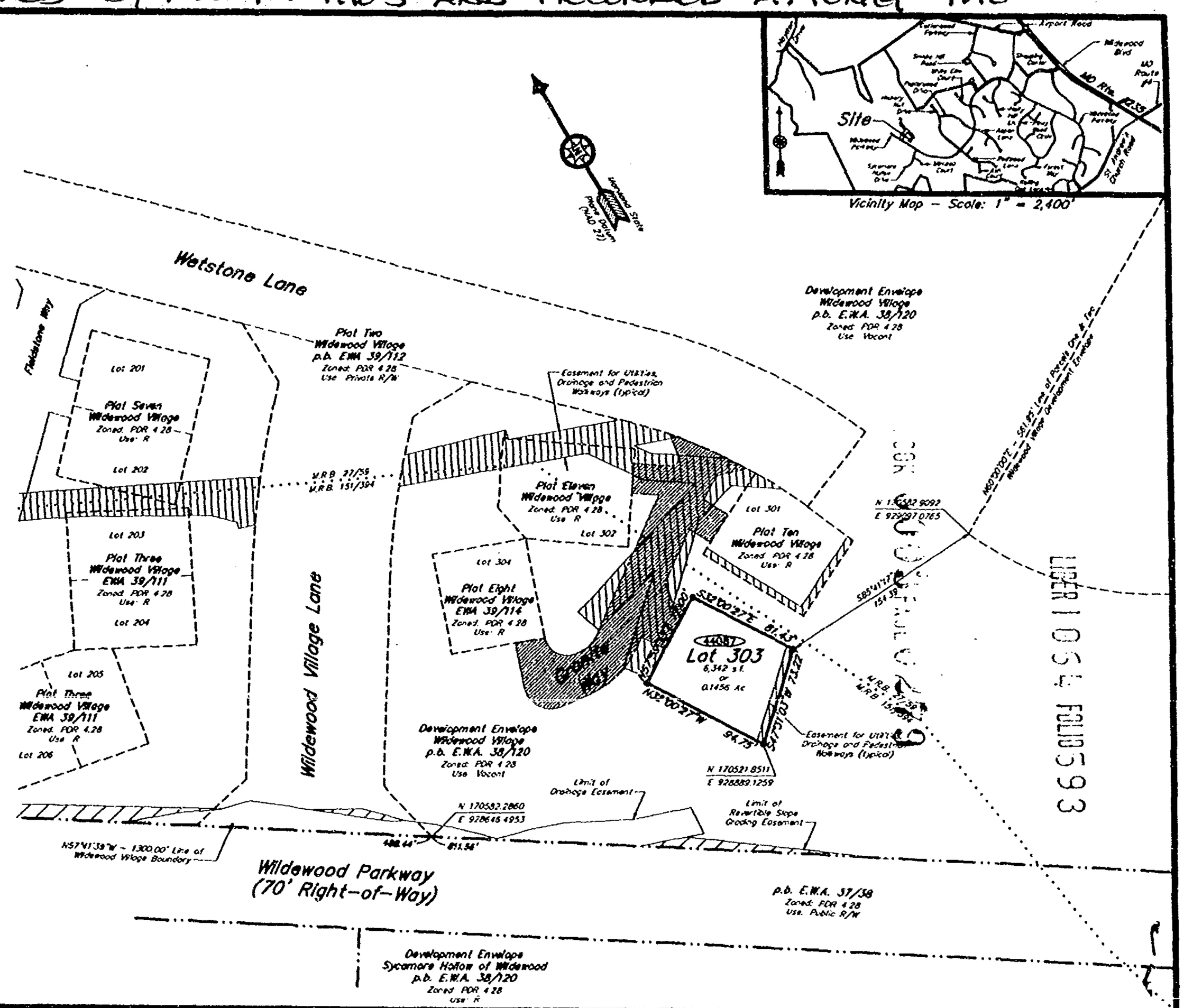
First Union National Bank of Virginia, N.A.
James A. Kennedy, Special Trustee for Plat Execution — Date

Surveyor's Certification:

I hereby certify, to the best of my knowledge, information and belief, that the plat shown hereon is correct and conforms to the specifications; that said plat is a subdivision of part of the lands conveyed unto Paragon Builders, Inc., by deed from Joseph A. Wolkowinski and Alice A. Wolkowinski, his wife, dated July 29, 1983 and recorded among the Land Records of St. Mary's County, Maryland, in Liber W.R.B. 131 at Folio 394 and part of the lands conveyed unto Paragon Builders, Inc., by deed from K.S.I., Inc., a Maryland Corporation, dated March 10, 1986 as recorded among said Land Records in Liber W.R.B. 353 at Folio 172, said plat being more particularly described as a subdivision of "Plat One - Development Envelope - Wildewood Village" as recorded among said Land Records in plat Liber E.W.A. 38 at Folio 120.

The requirements of Subsection (C) of Section 3-108 of the Annotated Code of Maryland (Real Property Article), as far as it concerns the marking of the plat and setting of the markers required therein, have been or will be complied with, to the best of my knowledge, information and belief.

Larry O. Day
Registered Land Surveyor
Maryland Certificate No. 8006 — Date



LIBER 1054 FOLIO 593

Planning and Zoning	Health Department	Department of Public Works					
Date	Date	Date	No.	Date	Description	By
Director	Health Officer	Director				
P.C. Chairman	Dir. Env. Hyg.	Metropolitan Commission				
Case File Number: 91-0233	Sanitarian	Date / Director				

REVISIONS

LARRY O. DAY
Surveying, Land Planning & Engineering
Wildewood Professional Park - 308 Airport Drive
California, Maryland 20619
Phone: (301) 863-0333

Plat Thirteen
Lot 303
WILDEWOOD VILLAGE
Third & Eighth Election Districts
St. Mary's County, Maryland

Contract # 75-008	Drawing # [illegible]	Drawn by LOD	Chk. by WPH
Date 05/06/96	Scale 1" = 80'	Page 1 of 1	

RET-13

LAND RECORDS FOR ST. MARY'S CO. OF MARYLAND E.W.A. 42 @ 32, 6-6-96.

(ORIGINAL!!)

OUTDATED COPY

BOOK 0003 PAGE 0280

LIBER 1074 FOLIO 562

HUNTING QUARTER HOME OWNERS ASSOCIATION, INC.

ARCHITECTURAL REVIEW PROCEDURES AND REGULATIONS

ARTICLES I

PURPOSE AND ORGANIZATION

RECORDING FEE 75.00
IMP FD SURE $ 2.00
TOTAL 77.00
Rec# SW03 Rcpt # 12545
EMA FL Blk # 1421
Jul 24, 1996 11:06 am

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

RECORDING FEE 50.00
TOTAL 50.00

SECTION 2. THE ARCHITECTURAL CONTROL COMMITTEE. There is hereby created a HUNTING QUARTER HOME OWNERS 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 HUNTING QUARTER HOME OWNERS 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.

Rec# SW03 Rcpt # 12547
EMA FL Blk # 1425
Jul 24, 1996 11:53 am

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 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 interchangeable half panel of plexiglass or screen.

(C) A door with an interchangeable single panel of plexiglass or screen.

Storm/screen doors will be of an approved color for all units, 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 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 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 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.

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 HUNTING QUARTER HOME OWNERS ASSOCIATION, 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 fot 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

Book 003 Page 285-A

LIBER 1074 FOLIO 568

Board of Directors of the Association and approval by the Board of Directors.

APPROVED this 8 day of JANUARY, ~~1987~~ 1988.

BOARD OF DIRECTORS
HUNTING QUARTER HOME OWNERS
ASSOCIATION, INC.

President

Vice President

Secretary

Treasurer

BY-LAWS

OF

HUNTING QUARTER HOME OWNERS ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION: The name of the Corporation is HUNTING QUARTER HOME OWNERS ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the Corporation shall be located at: Airedale Road, Ridge, Maryland 20680, 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 HUNTING QUARTER HOME OWNERS 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 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 Thomas B. Watts and Alva V. Watson, Jr. and HUNTING QUARTER ASSOCIATES, a Delaware Limited 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 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 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 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 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.

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: HUNTING QUARTER HOME OWNERS 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

HUNTING QUARTER HOME OWNERS ASSOCIATION, INC., have hereunto set our hands and this 8 day of JANUARY, 1988.

(SEAL)

(SEAL)

(SEAL)

CERTIFICATION

I, the undersigned, do hereby certify:

THAT, I am the duly elected and acting Secretary of the HUNTING QUARTER HOME OWNERS 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 8 day of JANUARY, 1988.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 8 day of JANUARY, 1988.

Secretary

BOOK 0003 PAGE 0305 LIBER 1074 FOLIO 588

Hunting Quarter Homeowners Association
Board of Directors - 7-20-96

President - Jan Van Dyke 301-994-2859
#28 Canvasback Dr., Callaway MD 20620

Vice President - Jennifer McGovern 301-994-9377
#40 Canvasback Dr., Callaway MD 20620

Treasurer - Jane Liebschner 301-994-9197
#39 Canvasback Dr., Callaway MD 20620

Secretary - Theresa Zellner 301-994-9063
#44 Canvasback Dr., Callaway MD 20620

Board Member - Lai Hing Jair 301-994-9043
#11 Canvasback Dr., Callaway MD 20620

Board Member - Dennis Kovac 301-994-1852
#45 Canvasback Dr., Callaway MD 20620

Board Member - David Fulford 301-994-2837
#7 Canvasback Dr., Callaway MD 20620

Our Address: HQHA
P.O. BOX 33
LEXINGTON PARK, MD 20653

Yearly dues are $240.
Paid quarterly.

RETURN TO:
NAME: THERESA M. ZELLNER
ADDRESS: 44 CANVASBACK DR.
CALLAWAY, MD 20620

TWENTY-FIFTH ANNEXATION AMENDMENT

to

Declaration of Covenants, Conditions and Restrictions

of

SYCAMORE HOLLOW OF WILDEWOOD ASSOCIATION, INC.

IMP FD SURE $ 2.00
RECORDING FEE 20.00

This TWENTY-FIFTH ANNEXATION AMENDMENT, (the "Twenty-fifth Annexation"), made this 23rd day of July, 1996, by PARAGON BUILDERS, INC., a Corporation organized and existing under the laws of the State of Maryland (the "Declarant").

TOTAL 22.00
Rec# SM02 Rcpt # 11878

Introductory Statement

A. Declarant has caused the Declaration of Covenants, Conditions and Restrictions of Sycamore Hollow of Wildewood Association, Inc., dated January 22, 1993, to be recorded among the Land Records of St. Mary's County, Maryland in Liber E.W.A. No. 746 at Folio 96 (the "Declaration") establishing Sycamore Hollow of Wildewood and Sycamore Hollow of Wildewood Association, Inc. (the "Association").

EWA FG BLK # 718
Jul 26, 1996 02:17 PM

B. The Declaration in Article II, Section 2, provides the Declarant unlimited right, privilege, and option, from time to time and at any time, to annex to the Property and to subject to the legal operation and effect of the Declaration and to the jurisdiction of the Association certain additional real property by the filing of an Annexation Amendment among the Land Records of St. Mary's County, Maryland.

RECORDING FEE 15.00
TOTAL 15.00

C. Declarant now desires to annex certain additional real property and to subject the same to the legal operation and effect of the Declaration and to the jurisdiction of the Association in accordance with the provisions of the Declaration.

Rec# SM02 Rcpt # 11878
EWA FG BLK # 719

NOW THEREFORE, this Twenty-fifth Annexation Amendment WITNESSETH: That Declarant, for itself, its successors, and assigns for themselves, their personal representatives, heirs, and assigns, do hereby expressly declare, state and establish as follows:

Jul 26, 1996 02:22 PM

1. The additional real property annexed hereby and subjected to the legal operation and effect of the Declaration and to the jurisdiction of the Association is the property designated on Plat Twenty-nine, Lots 43, 44, 45, 46 and Wedgewood Lane of Sycamore Hollow of Wildewood, recorded in the plat records of St. Mary's County, Maryland in Plat Liber E.W.A. 042 at Folio 048 and including, but not limited to Lots 43, 44, 45, 46 and Wedgewood Lane.

ORIGINAL PLAT EXECUTED BY ALL PARTIES AND RECORDED AMONG THE

General Notes:

1) The subdivision shown hereon is within and a part of the WILDEWOOD PLANNED UNIT DEVELOPMENT, as approved, and is subject to all covenants and restrictions of record.
2) Public utility easements shall be a minimum of 10 (ten) feet in width along all property lines or as required in the Saint Mary's County Subdivision Regulations, Article IV - Section 4.06, and there shall be a 10 (ten) foot easement along all road rights-of-way and a 5 (five) foot easement inside all lot lines for public utilities and drainage.
3) All lots are to be served by central water and sanitary sewer systems constructed in accordance with the Saint Mary's County Standards and Specifications for Water and Sewer Construction and in accordance with the public works agreement between the owner and the Saint Mary's County Metropolitan Commission. The subdivision shown hereon is in compliance with the Saint Mary's County Comprehensive Water and Sewer plan.
4) The utility easement(s), as indicated, is (are) for the use of PARAGON BUILDERS, Inc., it's heirs and assigns, to install and maintain below ground utilities and their appurtenances. Any area disturbed during installation and/or maintenance shall be permanently stabilized. See utility easement covenant for further clarification.
5) Present Zoning: POR 4.28
6) All lots restricted to one point access to the County Right-of-Way.
7) PRIVATE GENERALLY: Wedgewood Lane shall serve as a common driveway to Sycamore Hollow Drive for Lots 43, 44, 45, 46, & 47 and a non-exclusive easement or right-of-way for ingress and egress is hereby created over Wedgewood Lane to Sycamore Hollow Drive in accordance with the Declaration of Covenants, Conditions and Restrictions of Sycamore Hollow of Wildewood Association, Inc. The driveway and it's maintenance shall be the joint responsibility of the owner's of said lots and/or the Homeowner's Association pursuant to a Common Driveway Agreement and/or the Declaration of Covenants, Conditions and Restrictions of Sycamore Hollow of Wildewood Association, Inc. The driveway is not a part of the County Road System and does not receive maintenance from the County.
8) Wedgewood Lane also to serve as a utility, drainage and pedestrian access easement.
10) The reversible slope grading and utility and drainage easements shown hereon are approximate, more definitive limits may be shown on the Construction Plans for Sycamore Hollow of Wildewood Development Envelope on file at the St. Mary's County Department of Public Works.
11) Premise Addresses shown hereon as thus (XXXX)

Development, Construction, Utility and Drainage Easement Covenant:

There is hereby created a blanket easement upon, across, over, through and under the property shown hereon 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, drainage areas, storm water management, streets, parking, pedestrian walkways, water, sewer, gas, telephone, electricity, television cables or communication lines systems. By virtue of this easement it shall be expressly permissable for PARAGON BUILDERS, INC., 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 property, 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.

Not withstanding a specific easement designation shown on this plat, there is automatically created an easement upon, across, over, through and under the property shown hereon for drainage area and storm water management following the natural flow of water throughout the watershed in which said property is located. In addition, any area disturbed and utilized for streets, parking lots, utility and service lines and systems, excluding individual well connections, shall automatically be deemed a part of the pedestrian walkway system, whether or not the area is so designated on this plat.

Owner's Dedication:

We, Paragon Builders, Inc., a Maryland Corporation, by Edmund W. Wellengel, President, the owners of the property shown hereon and described in the Surveyor's Certificate, adopt this plan of subdivision, hereby adopt this plan of subdivision upon its approval by all required agencies. There are no pending suits or actions of law, liens, liens, mortgages or deeds of trust affecting this subdivision except for a certain deed of trust recorded among said Land Records in Liber E.W.A. 933 at Folio 482. All parties in interest thereto have affixed their signatures indicating their assent to this plan of subdivision.
We further establish the minimum building restriction lines as required by the 1989 Wildewood P.U.D. Amendment, as approved, and dedicate the streets, walkways, easements, rights-of-way and other improvements, where applicable, to public use.
The requirements of Section 3-108 of the Annotated Code of Maryland (Real Property Article) as far as it concerns the marking of the plan and setting of the meters required therein have been complied with to the best of our knowledge, information and belief.

Edmund W. Wellengel, President — Date

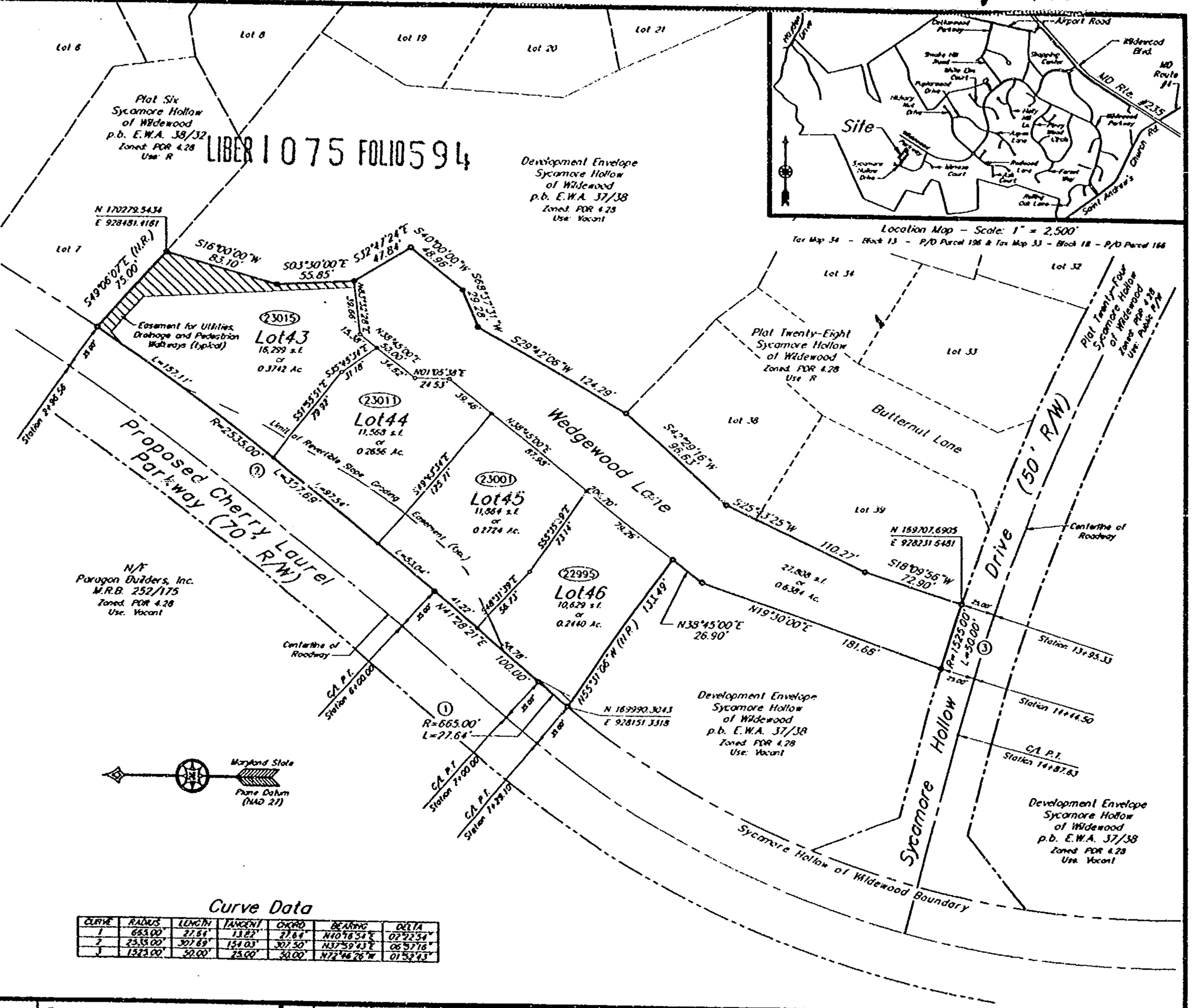
Thomas E. Wellengel, Secretary — Date

First Union National Bank of Virginia, N.A.
James A. Kinney III, Esquire, Special Trustee for Plat Execution — Date

Surveyor's Certificate:

I hereby certify to the best of my knowledge, information and belief that the plat shown hereon is correct (subject to a title search) and conforms to the specifications that this is a subdivision of "Plat One - Development Envelope - Sycamore Hollow of Wildewood" as recorded among the Land Records of St. Mary's County, Maryland, in plat book Liber E.W.A. 37 at Folio 38.
The requirements of Section 3-108 of the Annotated Code of Maryland (Real Property Article) as far as it concerns the marking of the plan and setting of the meters required therein have been or will be complied with to the best of my knowledge, information and belief.

Larry O. Day
Registered Land Surveyor
Maryland Certificate No. 9006 — Date



Curve Data

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
1	665.00'	27.67'	13.83'	27.64'	N40°18'54"E	02°22'54"
2	253.00'	307.69'	154.03'	307.50'	N37°59'43"E	06°57'16"
3	1525.00'	50.00'	25.00'	50.00'	N72°46'26"W	01°52'43"

Planning and Zoning	Health Department	Department of Public Works
Date	Date	Date
Director	Health Officer	Director
P.C. Chairman	Dir. Env. Hyg	Metropolitan Commission
Case File Number: 91-1732	Sanitarian	Date
		Director

No.	Date	Description	By

REVISIONS

DAY & ASSOCIATES, INC.
Surveying, Land Planning & Engineering
Wildewood Professional Park - 308 Airport Drive
California, Maryland 20619
Phone: (301) 863-0333

Plat Twenty-Nine
Lots 43, 44, 45, 46, and Wedgewood Lane
SYCAMORE HOLLOW of WILDEWOOD
Third & Eighth Election Districts
St. Mary's County, Maryland

Contract # 75-006	Drawing # WW5HP29	Chkd by LOD	Drn by WPH
Date 07/03/96	Scale 1" = 50'	Page 1 of 1	

SH-29

LAND RECORDS FOR ST. MARY'S COUNTY, MD EWA 42 @ 48 7-23-96

2. That the additional real property annexed hereby is part of the property described in Exhibit "A" of the Declaration and the same is annexed and subjected to the legal operation and effect of the Declaration and to the jurisdiction of the Association in accordance with the Declaration.

WITNESS the hand and seal of Declarant, Paragon Builders, Inc., by its President on the day and year first above written.

ATTEST:

Thomas E. Wettengel
Corporate Secretary

PARAGON BUILDERS, INC.

by: _____ (SEAL)
Edmund W. Wettengel, Jr.
President

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

I HEREBY CERTIFY, that on this 23rd day of July, 1996, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared EDMUND W. WETTENGEL, JR., who made oath in due form of law that he is the President of Paragon Builders, Inc., a corporation, the Declarant of the aforegoing Twenty-fifth Annexation Amendment to Declaration, and that he is authorized to execute the said Twenty-fifth Annexation Amendment to Declaration on behalf of the Corporation, and that the said Twenty-fifth Annexation Amendment to Declaration is the act of Paragon Builders, Inc. and that said Twenty-fifth Annexation Amendment to Declaration was executed and is to be recorded for the purpose of annexing additional property and subjecting the same to the legal operation and effect of the Declaration, and to the jurisdiction of Sycamore Hollow of Wildewood Association, Inc.

AS WITNESS my hand and Notarial Seal.

Janie A. Byroads
Notary Public

My Commission Expires: 9/22/99

JANIE A. BYROADS
NOTARY PUBLIC
ST. MARY'S COUNTY, MD.

BOOK 0003 PAGE 0309

Wildewood Neighborhood Two, Cluster One Association, Inc.

Red Oak Townhomes
Siding Specification

RECORDING FEE 50.00
TOTAL 50.00
Recd SW03 Rcpt # 13171
EWA MAB Blk # 1147
Aug 16, 1996 03:14 pm

OCTOBER 3, 1995 A

Introduction

This specification has been prepared by the Wildewood Neighborhood Two, Cluster One Association Architectural Control Committee (ACC), hereafter referred to as the Red Oak Homeowners Association ACC, to provide guidelines for the preservation, maintenance and uniformity of the overall exterior appearance of the Red Oak Townhomes community.

Purpose

Due to the deterioration of the current composite material siding and the general disrepair that most of the units are experiencing it has been necessary to evaluate the alternatives to correct the siding problems. The main goals in replacing the current siding will be to improve the attractiveness of the community, increase property value, and reduce the need for exterior siding maintenance.

Requirements

General

1. The walls (or portions of the walls) that have the current siding and show evidence of deterioration due to moisture, bowing or other means (e.g. siding which when pressed exhibits a spongy characteristic) must be replaced. When the siding is removed the insulation should be checked and an exterior grade panel (or its equivalent) should be installed to replace the removed siding. The usage of Tyvek type wrapping should be considered for those units/walls that require replacing large portions of their current siding. The new siding specified herein can be installed over the current siding on those walls that are not deteriorated.

2. The residing of all Red Oak Townhome units must be completed within the timeframe specified herein.

3. The residing of all Red Oak Townhome units must be done following the guidelines specified herein.

Specific

4. All residing and construction materials shall be placed within close proximity (no more than 25 feet) of the unit under repair.

5. Each individual townhome unit must complete its residing work within 90 days of starting the residing project for that unit.

6. All debris associated with the residing of the individual townhome units are to be contained within close proximity of the unit under repair and must be removed as soon as possible but no later than upon completion of the residing of the affected unit.

7. All plants and landscaping must be protected (or restored if damaged) as part of the residing project.

Resolutions and Agreements

Residing Special Assessment - As voted upon and approved by the Association during the special meeting of 25 July 1995 the individual homeowners will be reimbursed the amount they have contributed to the residing fund upon entering a contractual agreement to perform the residing of their individual unit, within the 3 year period ending in October 1998.

The residing of all townhomes will be completed within 3 years of the publication and distribution of this siding specification, distributed at the Annual Association meeting of 3 October 1995.

Compliance

General

Section 2 of the Common Area and Facilities Rules and Regulations of the governing documents of this association provide that "the ACC shall regulate the exterior design, appearance, location, and maintenance of properties and improvements thereon.", to establish the general architectural guidelines for the overall community.

Specific

Any Red Oak Homeowner that does not comply with the requirement to reside their unit within the three year period, as established by the Homeowners at the special meeting of 25 July 1995, shall be liable for the expenses incurred by the Association in residing their unit. In accordance with the Declarations of Covenants, Conditions, and Restrictions and the By-Laws of Wildewood Neighborhood Two Cluster One Association, Inc., the Board has the authority to correct any deficiencies in any unit which does not comply with the ACC guidelines. All costs shall become a Special Assessment upon the affected unit(s).

Materials

The following are the materials which have been selected and are required to be used for the residing of the townhomes in Red Oak.

Siding Brand, Type and Color

Brand: Alcoa
Type: Lake Forest Premier
Style: LFP40 (Double 4" Horizontal Panel)
Color: Siding - Sierra Clay

Corners

Brand: Alcoa
Type: Lake Forest Premier
Style: LFPOP05 4" Traditional Outside Corner Post
Color: Timber Stone

Window Trim and Rake Boards

Window Trim Wood - 1x4 boards
Rake Boards Wood - 1x6 boards

Stock Aluminum

Brand: Alcoa Alumaure 2000 finish (2 coat water base)
Color: Timber Stone

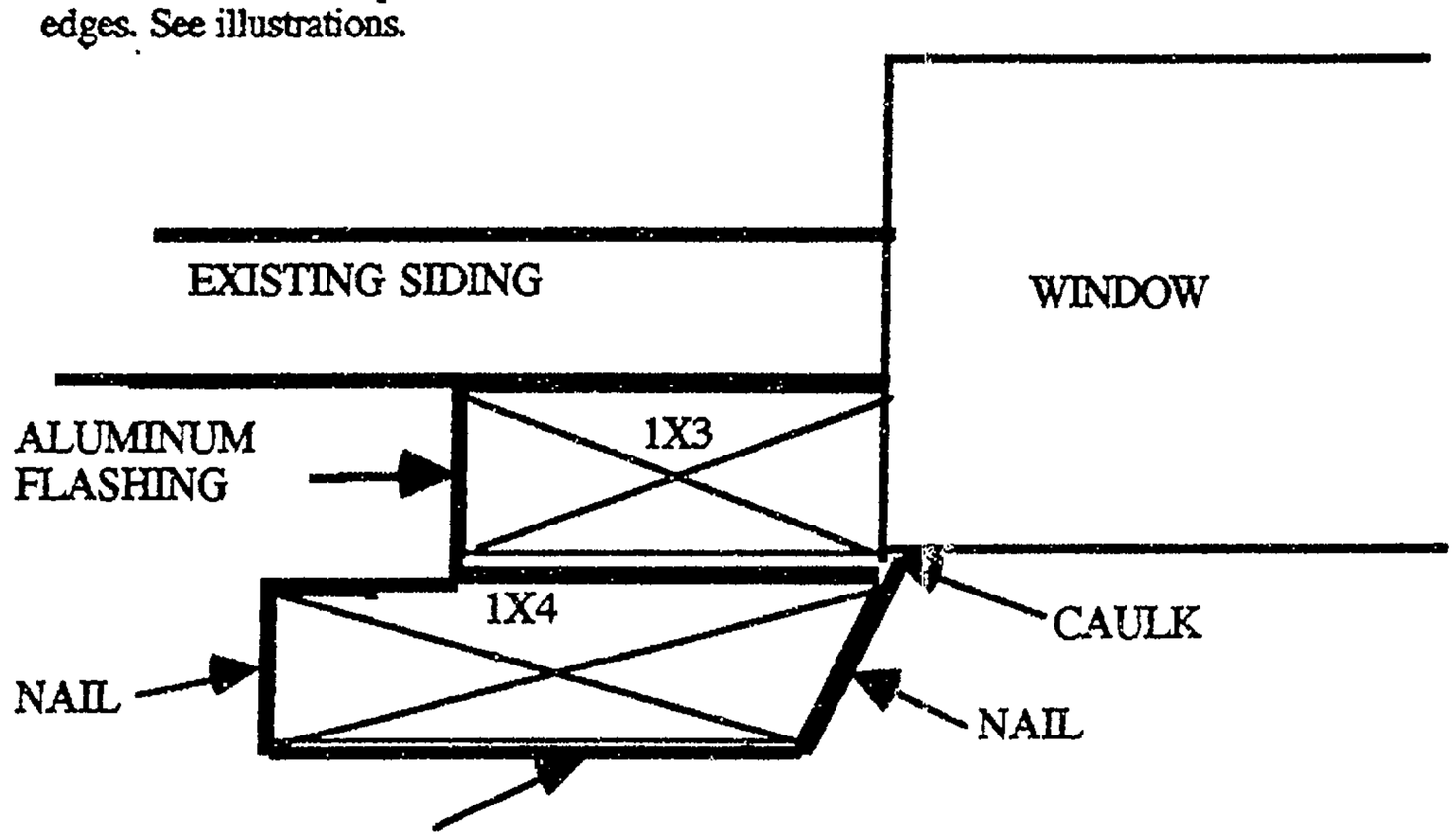
Installation Guidelines

Window Trim

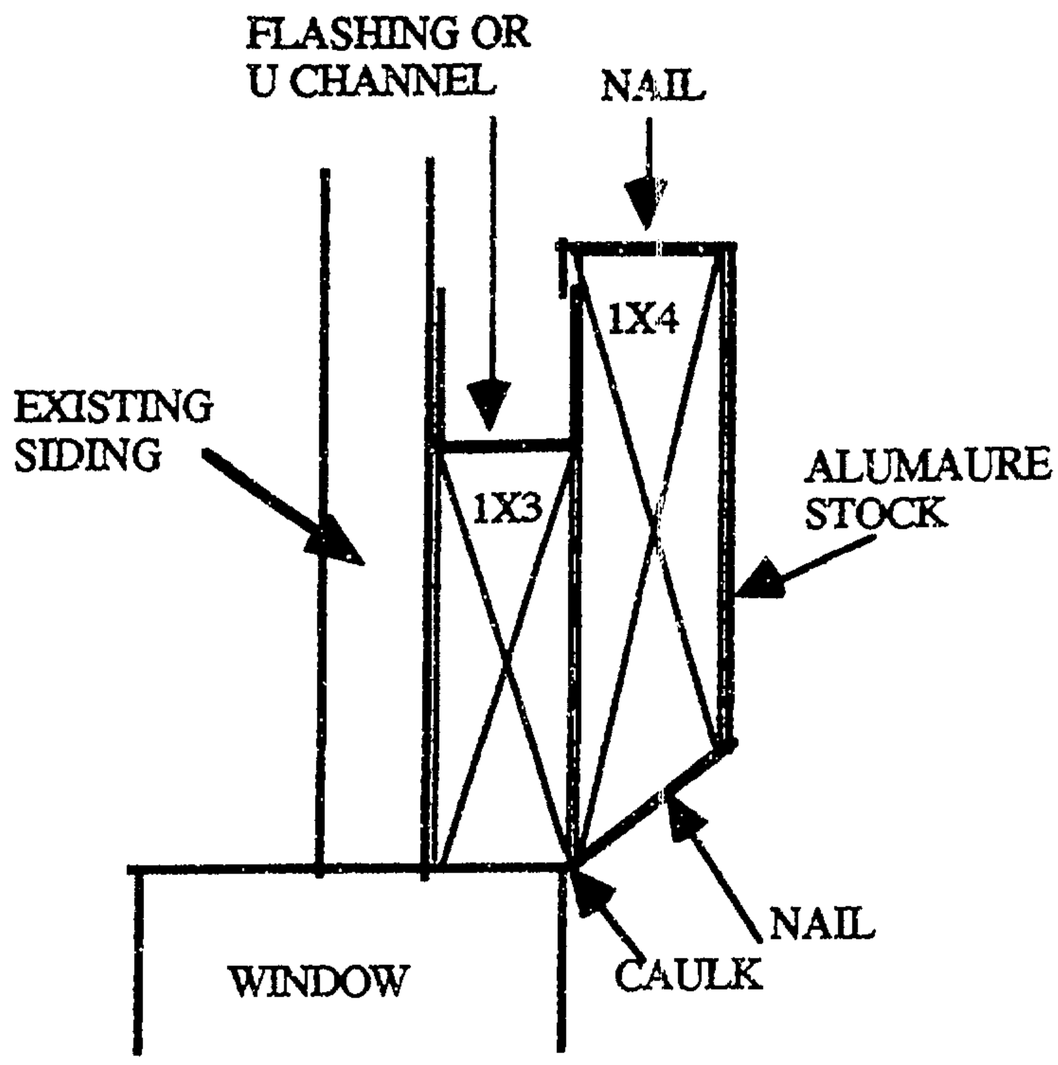
In order to maintain the architectural integrity of Red Oak, the look of the existing 1x4 window trim must be maintained. Two possibilities have been suggested by the contractors consulted, the choice is up to the Homeowner.

For the first installation option the wood trim will be covered with aluminum as indicated in the illustration. The aluminum would be nailed to the edges of the 1x4. This results in a no face nailing to mar the appearance. A J-Channel is created by the 1x4, 1x3, and aluminum flashing over the existing siding (or its replacement if necessary). The procedure is as follows:

Remove existing window trim boards (1x4s) and clean up any rotted material (Black Board sheathing) and replace. Blind caulk before installing a 1x3 #2 pine or comparable. Flash 1x3 material to wall area with aluminum coil. Bevel the existing 1x4 and nail to the 1x3. If existing 1x4 is deteriorated (rotted) then new 1x4 #2 pine or comparable needs to be used, bevel inside edge to meet window frame, and install as described above. Wrap 1x4 window trim with Alcoa Alumaure 2000 in Timber Stone color. Nail to 1x4 on edges. See illustrations.



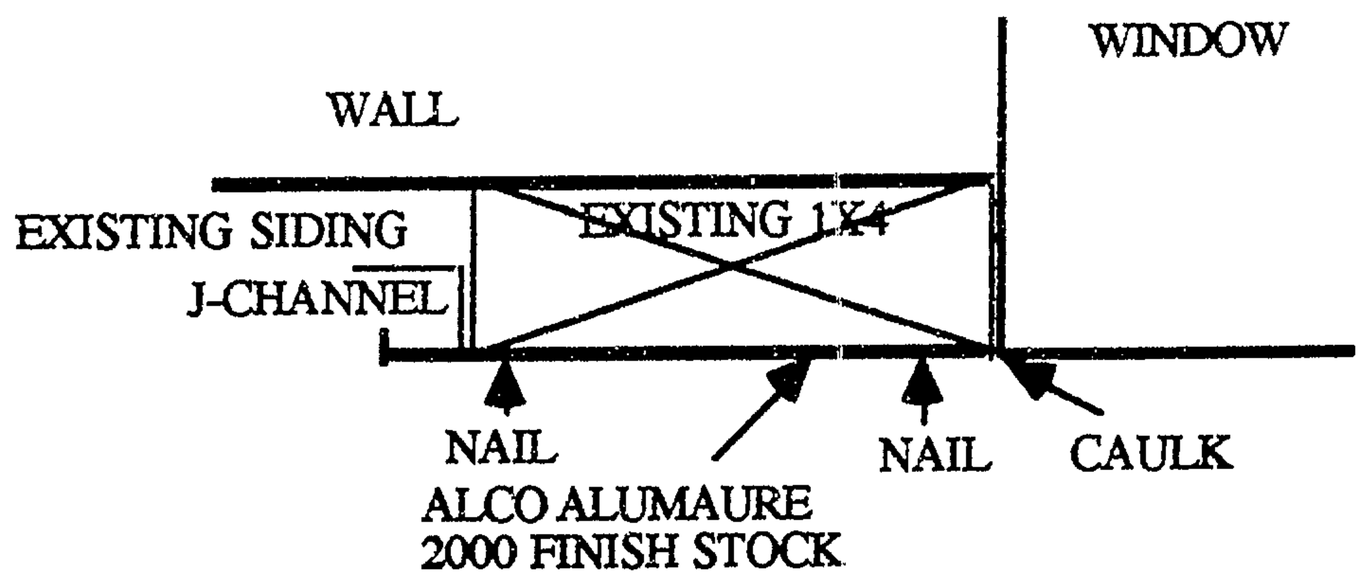
ALCOA ALUMAURE 2000 FINISH STOCK
SIDE CASING OF WINDOW



TOP OF WINDOW

The second installation option involves using J-channel bought from the siding manufacturer. The procedure is as follows:

> The caulk around the widow frame is scrapped out. A J-channel 3/4" wide is applied alongside of the 1x4 trim. The J-channel and the 1x4 trim would be covered with aluminum. The edge alongside the window is tucked in and caulked with silicone. This is less expensive but requires face nailing with nails the same color as the aluminum. There is also some concern that the nails may, over time, begin to protrude. See illustration.



COVERING OVER EXISTING TRIM BOARDS

Use of water diverter at bottom of window is recommended. Mullions between windows are to be wrapped with Alcoa Alumaure with the edges of aluminum tucked in the space between the wood and the window and caulked.

Rake Boards

1x6 boards wrapped in Alcoa Alumaure.

Current boards were installed as part of the roofing project done two years ago, should not need to be replaced, only wrapped.

Only one rake board to be used below the roof line. Any additional area is to be resided with vinyl siding.

Chimneys

2x6 boards wrapped in Alcoa Alumaure.

Fascia Boards

1x6 boards wrapped in Alcoa Alumaure.

Recommendations

In order to maintain an orderly transition from the old siding to the new, reduce the amount of time that there is construction around each building, and possibly obtain reduced cost benefits, it would be beneficial if the homeowners of each building get together and have their buildings done at one time.

Known Problems

Drip Edges
Caulking

Lessons Learned

Other townhome communities within Wildewood have also had to reside their units, problems noted during their residing have been taken into consideration in the generation of this specification.

Additional Considerations

Soffitts - Unless damaged should not need to be replaced.

Gutters - Gutters and downspouts will have to be removed and reinstalled, or replaced if they are damaged in the process. Care should be taken to ensure that the appearance of the Unit is not marred by damaged gutters and downspouts.

Decks - The siding can be put behind the existing deck or the siding can go around the deck. If the current siding is rotted. It should be removed. Most of the decks are not fastened to the house with lag bolts. This is not in conformance with the current building code. If you want the contractor to move the deck out a bit to insert siding between the deck and the wall it must be attached according to current code. The issue is - who will be responsible for the reinstalled deck?

Quality - The quality of the job is most important in avoiding future problems. Other siding work of the contractor should be inspected before hiring the contractor. Particular attention should be paid to the staggering of the joints in the siding, neatness and watertight integrity of joints in the trim, and the quality of the caulking.

Wildewood Neighborhood Two, Cluster One Association, Inc.
Red Oak Townhomes Siding Specification, Addendum No.1

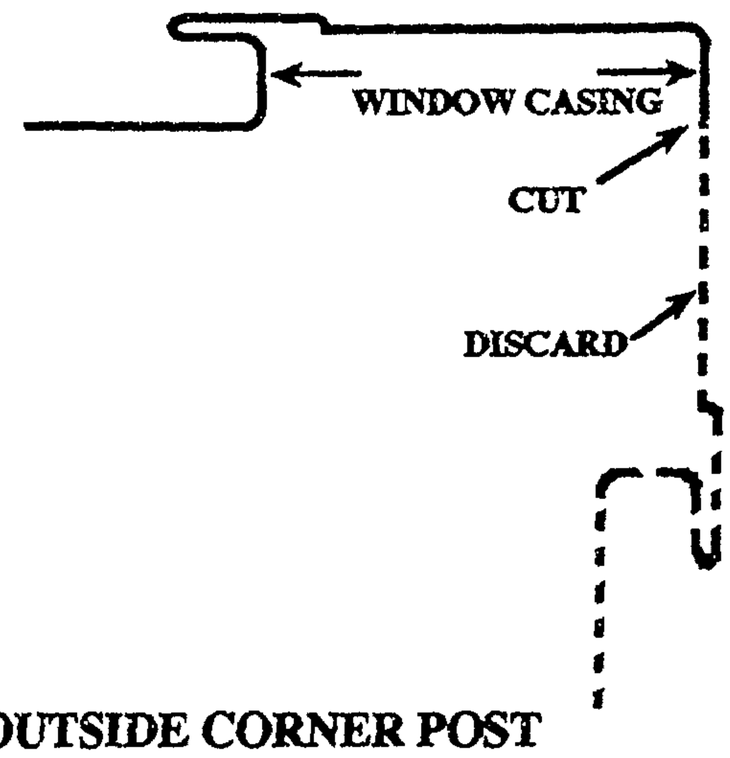
Purpose of Addendum

This Addendum to *Installation Guidelines, Window Trim* Section of the October 3,1995 Specification covers a third method of Window Trim which was used on Units 232 and 233.

METHOD 3

Timber Stone outside corners are used in place of Alcoa Alumaure Finish Stock.

The corners are cut as illustrated at the right.

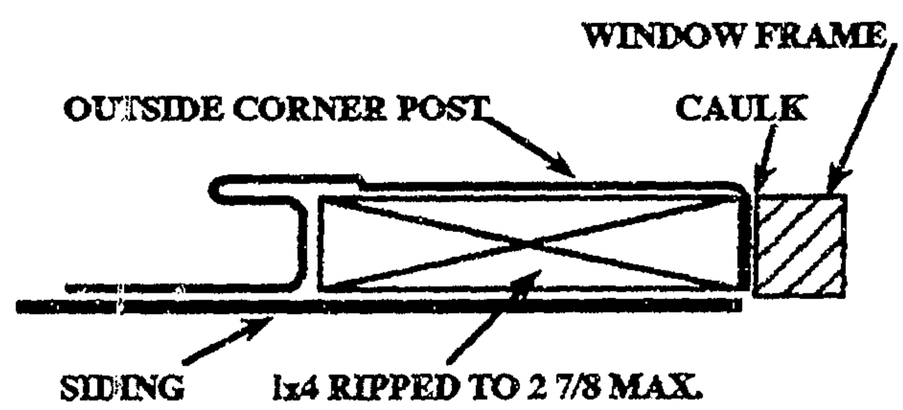


OUTSIDE CORNER POST

The existing 1x4 window trim and the old caulk is removed to give a "clean" surface for the installation of the modified outside corner.

The 1x4 may be ripped to 1 1/2" minimum and 2 7/8" maximum to backup the modified corner post.

NOTE: 16d nails must be used to attach the 1x.



INSTALLATION OF MODIFIED OUTSIDE CORNER

Corners are false mitered and installed in the following order:

1) Bottom - ends cut square

2) Sides - bottom cut at 45°; top cut square

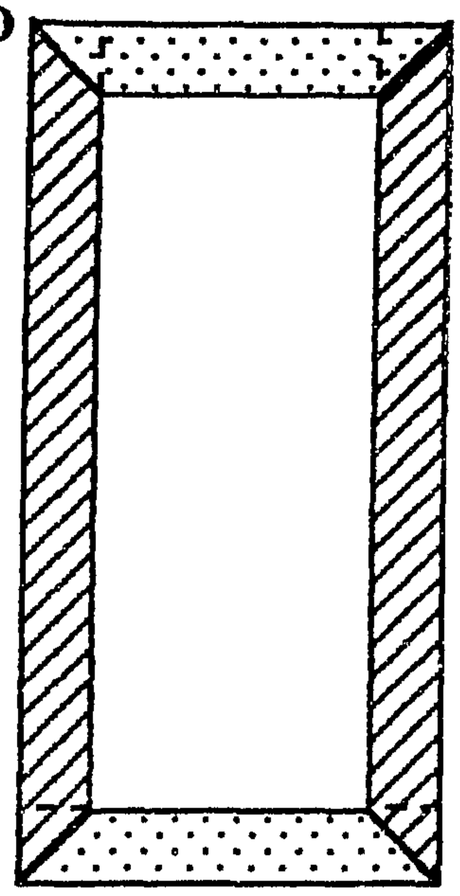
3) Header - both ends cut at 45°

To prevent entry of water:

- cut and bend tabs in the siding channel and overlap

- caulk between the trim and the window

- use tar paper flashing behind the bottom miters.(same Alcoa requirement as when using "J" channel)



WINDOW TRIM INSTALLATION

The mullion between double and triple windows is covered in the Alumaure Finish Stock which blends with the metal window.

The advantage of this method is that it avoids using the smooth trim stock adjacent to the textured siding thus providing a "wood-like" appearance. It also will not have to be washed to keep its "Fresh" look

TWENTY-SIXTH ANNEXATION AMENDMENT

to

Declaration of Covenants, Conditions and Restrictions

of

SYCAMORE HOLLOW OF WILDEWOOD ASSOCIATION, INC.

This TWENTY-SIXTH ANNEXATION AMENDMENT, (the "Twenty-sixth Annexation"), made this 3rd day of September, 1996, by PARAGON BUILDERS, INC., a Corporation organized and existing under the laws of the State of Maryland (the "Declarant").

IMP FD SURE $ 2.00
RECORDING FEE 20.00
TOTAL 22.00
Rec# 5M03 Rcpt # 13637

Introductory Statement

A. Declarant has caused the Declaration of Covenants, Conditions and Restrictions of Sycamore Hollow of Wildewood Association, Inc., dated January 22, 1993, to be recorded among the Land Records of St. Mary's County, Maryland in Liber E.W.A. No. 746 at Folio 96 (the "Declaration") establishing Sycamore Hollow of Wildewood and Sycamore Hollow of Wildewood Association, Inc. (the "Association").

EWA TLG Blk # 321
Sep 05, 1996 03:55 PM

B. The Declaration in Article II, Section 2, provides the Declarant unlimited right, privilege, and option, from time to time and at any time, to annex to the Property and to subject to the legal operation and effect of the Declaration and to the jurisdiction of the Association certain additional real property by the filing of an Annexation Amendment among the Land Records of St. Mary's County, Maryland.

C. Declarant now desires to annex certain additional real property and to subject the same to the legal operation and effect of the Declaration and to the jurisdiction of the Association in accordance with the provisions of the Declaration.

RECORDING FEE 15.00
TOTAL 15.00

NOW THEREFORE, this Twenty-sixth Annexation Amendment WITNESSETH: That Declarant, for itself, its successors, and assigns for themselves, their personal representatives, heirs, and assigns, do hereby expressly declare, state and establish as follows:

Rec# 5M03 Rcpt # 13637
EWA TLG Blk # 322

1. The additional real property annexed hereby and subjected to the legal operation and effect of the Declaration and to the jurisdiction of the Association is the property designated on Plat Thirty, Lots 29, 49 and Parcel "M", Sycamore Hollow of Wildewood, recorded in the plat records of St. Mary's County, Maryland in Plat Liber E.W.A. 042 at Folio 049 and including, but not limited to Lots 29, 49 and Parcel "M".

Sep 05, 1996 04:02 PM

2. That the additional real property annexed hereby is part of the property described in Exhibit "A" of the Declaration and the same is annexed and subjected to the legal operation and effect of the Declaration and to the jurisdiction of the Association in accordance with the Declaration.

WITNESS the hand and seal of Declarant, Paragon Builders, Inc., by its President on the day and year first above written.

ATTEST:

Thomas E. Wettengel
Corporate Secretary

PARAGON BUILDERS, INC.

by: _____ (SEAL)
Edmund W. Wettengel, Jr.
President

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

I HEREBY CERTIFY, that on this 3rd day of September, 1996, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared EDMUND W. WETTENGEL, JR., who made oath in due form of law that he is the President of Paragon Builders, Inc., a corporation, the Declarant of the aforegoing Twenty-sixth Annexation Amendment to Declaration, and that he is authorized to execute the said Twenty-sixth Annexation Amendment to Declaration on behalf of the Corporation, and that the said Twenty-sixth Annexation Amendment to Declaration is the act of Paragon Builders, Inc. and that said Twenty-sixth Annexation Amendment to Declaration was executed and is to be recorded for the purpose of annexing additional property and subjecting the same to the legal operation and effect of the Declaration, and to the jurisdiction of Sycamore Hollow of Wildewood Association, Inc.

AS WITNESS my hand and Notarial Seal.

Notary Public

My Commission Expires: 9/27/99

NOTARY PUBLIC
JAYNE A. BYRDADS
PRINCE GEORGES CO., MD

ORIGINAL PLAT EXECUTED BY ALL PARTIES AND RECORDED AMONG THE

General Notes:

1) The subdivision shown hereon is within and a part of the WILDEWOOD PLANNED UNIT DEVELOPMENT, as approved, and is subject to all covenants and restrictions of record.
2) Public utility easements shall be a minimum of 10 (ten) feet in width along all property lines or as required by the Saint Mary's County Subdivision Regulations, Article IV - Section 4.06, and there shall be a 10 (ten) foot easement along all road rights-of-way and a 5 (five) foot easement inside all lot lines for public utilities and drainage.
3) All lots are to be served by central water and sanitary sewer systems constructed in accordance with the Saint Mary's County Standards and Specifications For Water and Sewer Construction and in accordance with the public works agreement between the owner and the Saint Mary's County Metropolitan Commission. The subdivision shown hereon is in compliance with the Saint Mary's County Comprehensive Water and Sewer plan.
4) The utility easement(s) as indicated, is (are) for the use of PARAGON BUILDERS, Inc., it's heirs and assigns, to install and maintain below ground utilities and their appurtenances. Any area disturbed during installation and/or maintenance shall be permanently stabilized. See utility easement covenant for further clarification.
6) Present Zoning: PDR 4.28
7) All lots restricted to one point access to the County Right-of-Way.
8) PRIVATE DRIVEWAY: Crimson Lane shall serve as a common driveway to Sycamore Hollow Drive for Lots 27, 28, 29, 31, and 32 and a non-exclusive easement or right-of-way for ingress and egress is hereby created over Crimson Lane to Sycamore Hollow Drive in accordance with the Declaration of Covenants, Conditions and Restrictions of Sycamore Hollow of Wildewood Association, Inc. The driveway and it's maintenance shall be the joint responsibility of the owner's of said lots and/or the Homeowner's Associations pursuant to a Common Driveway Agreement and/or the Declaration of Covenants, Conditions and Restrictions of Sycamore Hollow of Wildewood Association, Inc. The driveway is not a part of the County Road System and does not receive maintenance from the County.
9) PRIVATE DRIVEWAY: Parcel "M" shall serve as a common driveway to Sycamore Hollow Drive for Lots 48 and 49, and a non-exclusive easement or right-of-way for ingress and egress is hereby created over Parcel "M" to Sycamore Hollow Drive in accordance with the Declaration of Covenants, Conditions and Restrictions of Sycamore Hollow of Wildewood Association, Inc. The driveway and it's maintenance shall be the joint responsibility of the owner's of said lots and/or the Homeowner's Associations pursuant to a Common Driveway Agreement and/or the Declaration of Covenants, Conditions and Restrictions of Sycamore Hollow of Wildewood Association, Inc. The driveway is not a part of the County Road System and does not receive maintenance from the County.
10) Parcel "M" & Crimson Lane also to serve as a utility, drainage and pedestrian access easement.
11) The rear/side slope grading and utility and drainage easements shown hereon are approximate, more definitive limits may be shown on the Construction Plans for Sycamore Hollow of Wildewood Development Envelope on file at the St. Mary's County Department of Public Works.
12) Premise Addresses shown hereon as thus (XXXX)

Development, Construction, Utility and Drainage Easement Covenant:

There is hereby created a blanket easement upon, across, over, through and under the property shown hereon 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, drainage areas, storm water management, streets, parking, pedestrian walkways, water, sewer, gas, telephone, electricity, television cables or communication lines systems. By virtue of this easement it shall be expressly permissible for PARAGON BUILDERS, INC., 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 property, 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.

Not withstanding a specific easement designation shown on this plat, there is automatically created an easement upon, across, over, through and under the property shown hereon for drainage area and storm water management following the natural flow of water throughout the watershed in which said property is located. In addition, any area disturbed and utilized for streets, parking lots, utility and service lines and systems, including individual unit connections, shall automatically be deemed a part of the pedestrian walkway system, whether or not the area is so designated on this plat.

Owner's Dedication:

We, Paragon Builders, Inc., a Maryland Corporation, by Edward R. Wellengel, President, the owners of the property shown hereon and described in the Surveyor's Certificate affixed hereto, hereby adopt this plan of subdivision upon its approval by all required agencies. There are no pending suits or actions at law, liens, liens, mortgages or deeds of trusts affecting this subdivision except for a certain deed of trust recorded among said Land Records in Liber E.W.A. 935 at Folio 457. All parties in interest thereto have affixed their signatures indicating their assent to the plan of subdivision.
We further establish the minimum building restriction lines as required by the 1989 Wildewood PUD Amendment, as approved, and dedicate the streets, walkways, easements, rights-of-way and other improvements, where applicable, to public use.
The requirements of Section 3-108 of the Annotated Code of Maryland (Real Property Article) as far as it concerns the marking of the plan and setting of the markers required therein have been complied with to the best of our knowledge, information and belief.

Edward R. Wellengel, President — Date

Thomas E. Wellengel, Secretary — Date

First Union National Bank of Virginia, N.A.
James A. Kenney III, Esquire, Special Trustee for Plat Executor — Date

Surveyor's Certificate:

I hereby certify to the best of my knowledge, information and belief that the plat shown hereon is correct (subject to a title search) and conforms to the specifications, that this is a subdivision of "Plat One - Development Envelope - Sycamore Hollow of Wildewood" as recorded among the Land Records of St. Mary's County, Maryland, in part book Liber E.W.A. 33 at Folio 38.
The requirements of Section 3-108 of the Annotated Code of Maryland (Real Property Article) as far as it concerns the marking of the plan and setting of the markers required therein have been or will be complied with to the best of my knowledge, information and belief.

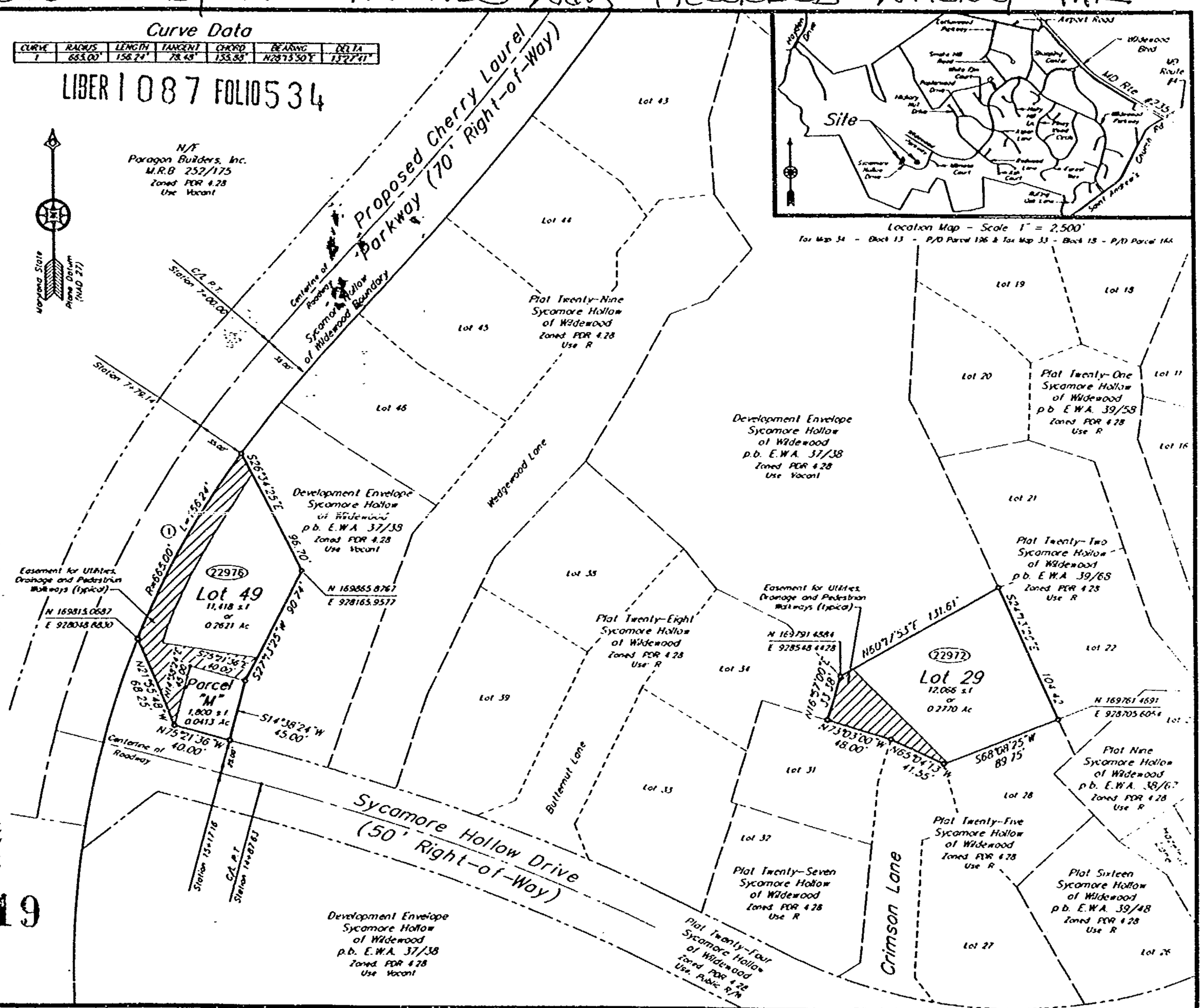
BOOK 0003 PAGE 0319

Larry O. Day
Registered Land Surveyor
Maryland Certificate No. 9006 — Date

Curve Data

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
1	665.00'	156.74'	78.43'	155.85'	N28°15'50"E	13°27'41"

LIBER 1087 FOLIO 534



Planning and Zoning	Health Department	Department of Public Works
Date	Date	Date
Director	Health Officer	Director
P.C. Chairman	Dir. Env. Hyg	Metropolitan Commission
Case File Number: 91-1732	Sanitarian	Date / Director

No.	Date	Description	By

REVISION

DAY & ASSOCIATES, INC.
Surveying, Land Planning & Engineering
Wildewood Professional Park - 308 Airport Drive
California, Maryland 20619
Phone: (301) 863-0333 • FAX: (301) 863-7460

Plat Thirty
Lots 29 and 49
SYCAMORE HOLLOW of WILDEWOOD
Third & Eighth Election Districts
St. Mary's County, Maryland

Contract # 75-006	Drawing # WHSHRP30	Chkd by LCD	Dwn by MSH
Date 08/08/96	Scale 1" = 50'	Page 1 of 1	

SH-50

LAND RECORDS FOR ST. MARY'S COUNTY, MARYLAND EWA 42 @ 79 9-3-96

LIBER 1 0 8 3 FOLIO 5 7 4

DECLARATION

OF COVENANTS, CONDITIONS AND RESTRICTIONS

OF

VICTORIA'S GRANT SUBDIVISION

INP FI SURE $ 2.00
RECORDING FEE 75.00
TOTAL 77.00
Rec# SM03 Rcpt # 13728
CHA NB BLK # 576
Sep 10, 1996 11:02 am

THIS DECLARATION, made on the date hereinafter set forth by QUALITY BUILT HOMES, 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:

Lots One (1) through One Hundred Twelve (112) and all land areas designated as "Recreation Area" and "Parcel A", as shown on Plats of Victoria's Grant, to be recorded among the Plat Records of St. Mary's County, Maryland.

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.

RECORDING FEE 50.00
TOTAL 50.00
Rec# SM03 Rcpt # 13728

WHEREAS, Declarant has incorporated or intends to incorporate under the Laws of the State of Maryland as a non-profit corporation known as Victoria's Grant Homeowners Association, Inc., for the purpose of exercising the functions provided by this Declaration,

CHA NB BLK # 576
Sep 10, 1996 11:14 am

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 **Victoria's Grant Homeowners 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.

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. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

All that property and land designated as **"Common Area"**, on the plat recorded among the land records of St. Mary's County, Maryland.

Section 5. **"Architectural Control Committee"** shall mean a committee of the Association set up in accordance with this Declaration to ensure that buildings and structures built on the property 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 Rodney Neal Gertz, his heirs, successors and assigns, if such heirs, successors and assigns should acquire more than one (1) undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II

VICTORIA'S GRANT HOMEOWNERS ASSOCIATION, INC.

Section 1. **Establishment of the Association.** After the recording of this document, the Victoria's Grant Homeowners 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.

LIBER 1988 FOLIO 377

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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 (1) 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 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 Class B membership, or

(b) on December 31, 2000.

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 following provisions:

(a) the right of the Association to charge reasonable admission and other fees and assessments for the use of any open space, recreation area or facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use the recreational facilities by an owner for any period during which any assessment against his or her Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument 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, right of enjoyment to the Common Area and facilities to the members of his family, 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 condition, order and repair in compliance with standards to be set by the Architectural Control Committee.

ARTICLE IV

COVENANTS 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 therefor, 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 charge on the land and 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 also pass to his successors in title upon transfer of ownership of the Lot.

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 residences 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.

Section 3. Maximum Annual Assessment. At such time as the Declarant conveys the Common Areas to the Association, the maximum annual assessment per Lot shall be One Hundred and No/100 Dollars ($100.00), payable on January 1st of each given year.

(a) 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 membership.

(b) The maximum annual assessment may be increased above 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 an annual assessment at an amount not in excess of the maximum.

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 of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

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

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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 requirements, 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 shall 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 By-Laws may provide for a late charge of Fifteen Dollars ($15.00) or one-tenth (1/10) of an installment or assessment, whichever is greater, provided it only applies once to each installment and is only imposed if the delinquency has continued for at least fifteen (15) days. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. 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 or such assessments as to payments which shall become 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.

LIBER 1 0 0 3 FOLIO 5 8 3

ARTICLE V

ARCHITECTURAL CONTROL

Section 1. No building, fence, wall or other structure (including, but not limited to, any type of 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 (both submission and approval action shall be via "certified mail - return receipt requested", or if hand delivered, acknowledgment of receipt must be in writing) as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an Architectural Control Committee composed of three (3) or more representatives appointed by the Board. 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 Board of Directors and/or 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. The provisions of this Article V shall not apply to construction by the Declarant, his heirs and assigns. No improvements, alterations, repairs, change of

paint colors, excavations, changes in grade or other work which in any way alter the exterior of any property or the improvements located thereon from its natural or improved state existing on the date such property was first conveyed in fee by the Declarant to an Owner shall be made or done without the prior approval of the Board of Directors and/or Architectural Control Committee.

ARTICLE VI

USE OF PROPERTY

Section 1. **Maintenance of the Property.** Each owner shall keep all Lots owned by him or her 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, the removal of all snow and ice from the sidewalks located on their property, even if said sidewalks are located within the easements, 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 improvements situated thereon as provided in Article VIII hereof, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees to enter upon said parcel and to repair, maintain and restore the Lot and the exterior of the 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 Lot is subject.

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Section 2. Protective Covenants. The following covenants shall apply to all Lots:

(a) No lot, or any portion thereof, shall be used for any purpose other than a single family private residence. All property designated for residential use shall be used, improved and devoted exclusively to residential use. (Each living unit shall be occupied solely and exclusively by a single individual or by a single family unit). Nothing herein shall be deemed to prevent an Owner from leasing a Living Unit subject to all of the provisions of the Declaration.

(b) No vehicles (other than that of a private passenger type) boats, trailers, house trailer/motor homes, horse trailer, camper or self-contained recreational vehicle, or any other similar items shall be stored in or upon any Lot, Common Area, streets, driveways, or yards, unless the area shall be adequately screened and cannot be seen from any adjacent or nearby residences. No inoperative vehicles or equipment shall be maintained on any of the Lots or Common Area unless they are maintained in an enclosed garage. Equipment repairs of a duration exceeding twenty-four (24) hours shall be accomplished only in an enclosed garage.

(c) No noxious or offensive acts shall be conducted in or upon or suffered to be conducted in or upon any Lot; nor shall any nuisance be maintained or 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.

(d) 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

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interest herein, shall be conveyed or transferred by an Owner for sale, resale, gift, transfer or otherwise, provided that this shall not prohibit deeds of correction, deeds to resolve boundary disputes, and similar corrective instruments. This shall not apply to any actions by the Declarant concerning the realignment or restructuring of the boundaries of any Lots still owned by him.

(e) No facilities, including poles or wires, for the transmission of electricity, telephone messages and the like, shall be placed or maintained above the surface of the ground of any Lot, and no external or outside antennas of any kind shall be erected without the approval of the Architectural Control Committee, with the exception of satellite dishes which measure thirty-six inches (36") or less in diameter.

(f) No temporary building, trailer, garage, or building in the course of construction or other temporary structure shall be used temporarily or permanently, as a residence of any Lot.

(g) No lumber, metals, building materials, refuse or trash shall be kept stored or allowed to accumulate on any Lot, except building materials during the course of construction of an approved structure. If trash or other refuse is to be disposed of by being picked up and carried away on a regular and recurring basis, containers may be placed in the open, on any day that a pick-up is to be made, in such a place so as to provide access to persons making such pick-up. At all other times, such containers shall be stored in such a manner that they cannot be seen from adjacent and surrounding property. The Board of Directors, at its discretion,

may adopt and promulgate reasonable rules and regulations regarding size, shape, color and type of containers permitted and the manner of storage of the same on the Lots.

(h) No water pipes, sewer pipe or drainage pipe shall be installed or maintained on any Lot above the surface of the ground, except hoses and movable pipes used for irrigation purposes. No Lot shall be used for the purpose of boring, mining, quarrying, exploring for or removing oil or other hydrocarbons, minerals, gravel or earth.

(i) No poultry, pigs, horses or other livestock shall be permitted to be kept on any Lot or Common Area. No birds, animals or insects shall be bred, kept or maintained on any Lot. Under no circumstances shall any commercial or business enterprise involving the use of animals be conducted on the Property. The Board of Directors may, from time to time, publish and impose reasonable regulations setting forth the type and number of domestic animals that may be kept on any Lot.

(j) No sign or other advertising devise of any nature shall be placed upon any Lot except as provided herein. The Board of Directors may, in its discretion, adopt and promulgate rules and regulations relating to signs which may be employed. Notwithstanding the foregoing, a family or professional name plate, a name and address plate, and a temporary sign, not to exceed four (4) square feet in area, for the purpose of advertising the property for sale may be displayed on a Lot. The Board of Directors may establish other criteria with respect to the size, form and location of such signs.

(k) No house shall be constructed on any Lot with a finished floor area of less than eleven hundred (1,100) square feet for a single story dwelling, or less than sixteen hundred (1,600) square feet for a two (2) story dwelling. All square footage requirements herein are exclusive of basements or garages.

(l) No pre-built or factory built and assembled houses which must be trailered as prebuilt units to the homesite and joined together shall be permitted.

(m) No clothing or any other household fabrics shall be hung in the open on any Lot. No machinery shall be placed or operated upon any Lot or Common Area except such machinery as is usual in maintenance of a private residence.

(n) No trees shall be removed from any Lot in excess of six inches (6') in diameter without prior written approval from the Architectural Control Committee.

(o) No gasoline motor driven vehicles other than for maintenance purposes shall be permitted in the Common Area.

(p) Ownership of all roads and streets is hereby reserved unto the Declarant until such time as they are deeded to the County Commissioners of Calvert County, Maryland or to the Association.

(q) 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, storage and use of recreational vehicles, storage and use of machinery, use of outdoor drying lines, trash containers, planting, maintenance and removal of vegetation on the Properties.

(r) 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.

Notwithstanding other provisions hereof, the Board of Directors may authorize any Owner of any Lot with respect to the property owned by them to:

(1) Maintain a sign other than as expressly permitted herein;

(2) Locate structures other than the principal dwelling house within set-back areas on a temporary basis.

Section 3. **Utility Easements.** There is hereby created a blanket easement upon, across, over, through, and under the above-described Properties for ingress, egress, installation, replacement, repair, and maintenance of all utility and service lines and systems including, but not limited to, water, sewer, gas, telephone, 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 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 (5) years from the date of conveyance of the first Lot, the Declarant reserves a blanket easement and

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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 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. This reservation shall in no way imply any obligation on the part of Declarant to perform such maintenance or corrections referred to herein.

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 or any owner shall be entitled to recover fees and costs including a reasonable attorney's fee in the successful enforcement of these covenants, conditions and restrictions.

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Section 2. Severability. Invalidation of any one of these covenants, conditions and restrictions by judgment or court order shall in no way affect any other provisions 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 or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, the undersigned, being an officer of the Declarant herein, has hereunto set hand and seal this 9th day of August, 1996.

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ATTEST:

Rodney H.

Corporate Secretary

QUALITY BUILT HOMES, INC.

By: Robert D Gertz

ROBERT DALE GERTZ

STATE OF MARYLAND, County of Calvert, to wit:

I HEREBY CERTIFY, that on this 3 day of SEPTEMBER, 1996, before me, the Subscriber, a Notary Public of the State and County aforesaid, personally appeared **ROBERT DALE GERTZ**, the duly elected president of Quality Builty Homes, Inc., a Maryland Corporation, and he acknowledged the aforegoing Declaration of Covenants, Conditions and Restrictions to be his official act and he further acknowledged that in his capacity as the President of Quality Built Homes, Inc., a Maryland Corporation, he is authorized to execute the aforegoing Declaration of Covenants, Conditions and Restrictions, for the purposes therein contained.

As Witness my hand and Notarial Seal.

Mary F. Dixon

NOTARY PUBLIC

My Commission Expires: July 16, 2000

MARY F. DIXON
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires July 16, 2000

RETURN TO:
NAME: KAREN H. Abrams, Esq
ADDRESS:

CHESTNUT HILLS HOMEOWNERS' ASSOCIATION, INC.

AMENDMENT TO DISCLOSURES PURSUANT TO THE MARYLAND HOMEOWNERS ASSOCIATION ACT

October, 1996

(1) The name and principal address of the vendor/declarant and the names and addresses of the principal officers of the corporation are:

Delmarva Properties, Inc.
Box 1700
West Point, Virginia 23181
(804) 843-5300

RECORDING FEE 20.00
TOTAL 20.00
Reg# SM02 Rcpt # 12834
EMA TLG Blk # 348
Oct 10, 1996 03:35 PM

President: Joel K. Mostrom
P.O. Box 1700
14th and Lee St.
West Point, Virginia 23181

Secretary: John Paul Causey, Jr.
P.O. Box 1700
14th and Lee St.
West Point, Virginia 23181

Treasurer: Andrew J. Kohut
P.O. Box 1700
14th and Lee St.
West Point, Virginia 23181

(2) The name of the Homeowners Association is: **Chestnut Hills Homeowners' Association, Inc.,** (a Maryland Non-Stock Corporation). The resident agent of the Homeowners Association is **Bill D. McKissick, Jr., Esq.**, 22738 Maple Road, Suite 101, Lexington Park, Maryland 20653; Ph: (301) 862-3764; Fax (301) 862-3789.

(3) The development is located in the Second and Third Election district of St. Mary's County, and after annexation of Section Four, contains approximately **374.376** acres more or less, and is more specifically described in the Declaration and Amendments thereto, copies of which are attached. After annexation of Section Four there are **76** lots in the subdivision. The minimum number of Lots currently planned which may be contained in the subdivision after annexation is **110**. The maximum number of lots currently planned which may be contained in the subdivision after annexation is **123**.

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(10) The anticipated mandatory fee for assessments to be paid by owners of lots within the development for the use, maintenance, and operation of common areas and other purposes related to the homeowners association will be **$195.00** per lot, per year, unless otherwise determined pursuant to the terms of the attached Bylaws, Articles, and/or Declaration, as amended. The declarant/vendor will not be obligated to pay said fees in whole or in part. The assessments are to be paid on a semi-annual basis.

(11) Information concerning zoning and other land use requirements affecting the development can be found at the St. Mary's County Office of Planning and Zoning, located in Leonardtown, and various affiliated county and state agencies, including: the Department of Public Works; the Health Department; the State Highway Administration, etc.

(12) Pro-rated assessments for the current year will be required at the time of closing. The mechanism for the determination, assessment, collection, and consequences of nonpayment of assessments or fees is set forth in the Articles, Declaration and Bylaws of the homeowners association.

(13) No funds are to be collected at settlement for contribution to the homeowners association other than prorated fees or assessments.

(14) Any special rights or exemptions reserved by or for the benefit of the declarant or the vendor are contained in Articles, Declaration and Bylaws of the Association.

IN WITNESS WHEREOF, the party below has executed this First Amendment to Disclosures the date first above written.

DECLARANT
DELMARVA PROPERTIES, INC.

ATTEST

_____ By: _____(SEAL)
Joel K. Mostrom, President

STATE OF VIRGINIA,
COUNTY OF KING WILLIAM, to wit:

I HEREBY CERTIFY that on this 3rd day of October, 1996, before me, the subscriber, a notary public in and for the jurisdiction aforesaid, personally appeared Joel K. Mostrom, who is known to me (or satisfactorily proven) to be the person who signed the within instrument and said person made oath in due form of law that said person is the President of Delmarva Properties, Inc., and that, as such, said person is duly authorized to execute the within instrument for the purposes therein contained, and said person acknowledged that said person executed the same as the act and deed of said Delmarva Properties, Inc.

AS WITNESS my hand and Notarial Seal.

Deborah K. Cobb
Notary Public
My Commission expires: 2/28/98