TWENTY-SEVENTH 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-SEVENTH ANNEXATION AMENDMENT, (the "Twenty-seventh Annexation"), made this 25th day of November, 1996, by PARAGON BUILDERS, INC., a Corporation organized and existing under the laws of the State of Maryland (the "Declarant").

TOTAL 22.00
Reg# SMB2 Rcpt # 13393

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 PL Blk # 837
Nov 25, 1996 12:43 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

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.

TOTAL 15.00

NOW THEREFORE, this Twenty-seventh 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:

Reg# SMB2 Rcpt # 13393

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-one, Lots 35, 36, 37 and Butternut Lane, Sycamore Hollow of Wildewood, recorded in the plat records of St. Mary's County, Maryland in Plat Liber E.W.A. 042 at Folio 014 and including, but not limited to Lots 35, 36, 37 and Butternut Lane.

EWA PL Blk # 838
Nov 25, 1996 12:56 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 25th day of November, 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-seventh Annexation Amendment to Declaration, and that he is authorized to execute the said Twenty-seventh Annexation Amendment to Declaration on behalf of the Corporation, and that the said Twenty-seventh Annexation Amendment to Declaration is the act of Paragon Builders, Inc. and that said Twenty-seventh 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.

JAYNE A. BYRCHAS NOTARY PUBLIC PRINCE GEORGES CO., MD

Notary Public

My Commission Expires: 9-22-99

ORIGINAL PLAT EXECUTED BY ALL PARTIES AND RECORDED AMONG THE LAND RECORDS FOR ST. MARY'S COUNTY, MD EWA 43 @ 14 11/22/96.

General Notes:

1) The subdivision shown hereon is within and a part of the WILDWOOD 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 15 - Section 4.18, 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 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 in (ies) for the use of PARAGON 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 clarification
5) Present Zoning: PDR 4.28
6) Lot 45 is restricted to one point access to the County Right-of-Way
7) SHARED DRIVEWAY. Butternut Lane shall serve as a common driveway to Sycamore Hollow Drive for Lots 31, 32, 33, 36, 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 at 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 at Wildewood Association, Inc. The driveway is not a part of the County Road System and does not receive maintenance from the County. Above referenced lots are to be served by 1 (one) R-70 Multiple Driveway Entrance, as per the Wildewood Planned Unit Development Amendment, as approved. The Developer shall be responsible for the installation/bonding of the multiple driveway entrance prior to the recording of this plat
8) Butternut Lane also to serve as an utility, drainage and pedestrian access easement
10) The rewritable state grading and utility and drainage easements shown hereon are approximate, more definitive limits may be shown on the Construction Plans for Sycamore Hollow at 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, water, sewer, storm water management, streets, parking pavement, walkways, water, sewer, gas, telephone, electrical, television cables or communication lines systems. By virtue of this easement it shall be expressly permissible for PARAGON BUILDERS, INC., the declarant, or the pertinent 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 alter and maintain wires, cables 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 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 pavement, roadway 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. Wallengel, 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, lien, 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. 815 at Folio 452. 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 selling of the matters required therein have been complied with to the best of our knowledge, information and belief

Edmund W. Wallengel, President — Date

Cynthia R. Orth, Secretary — Date

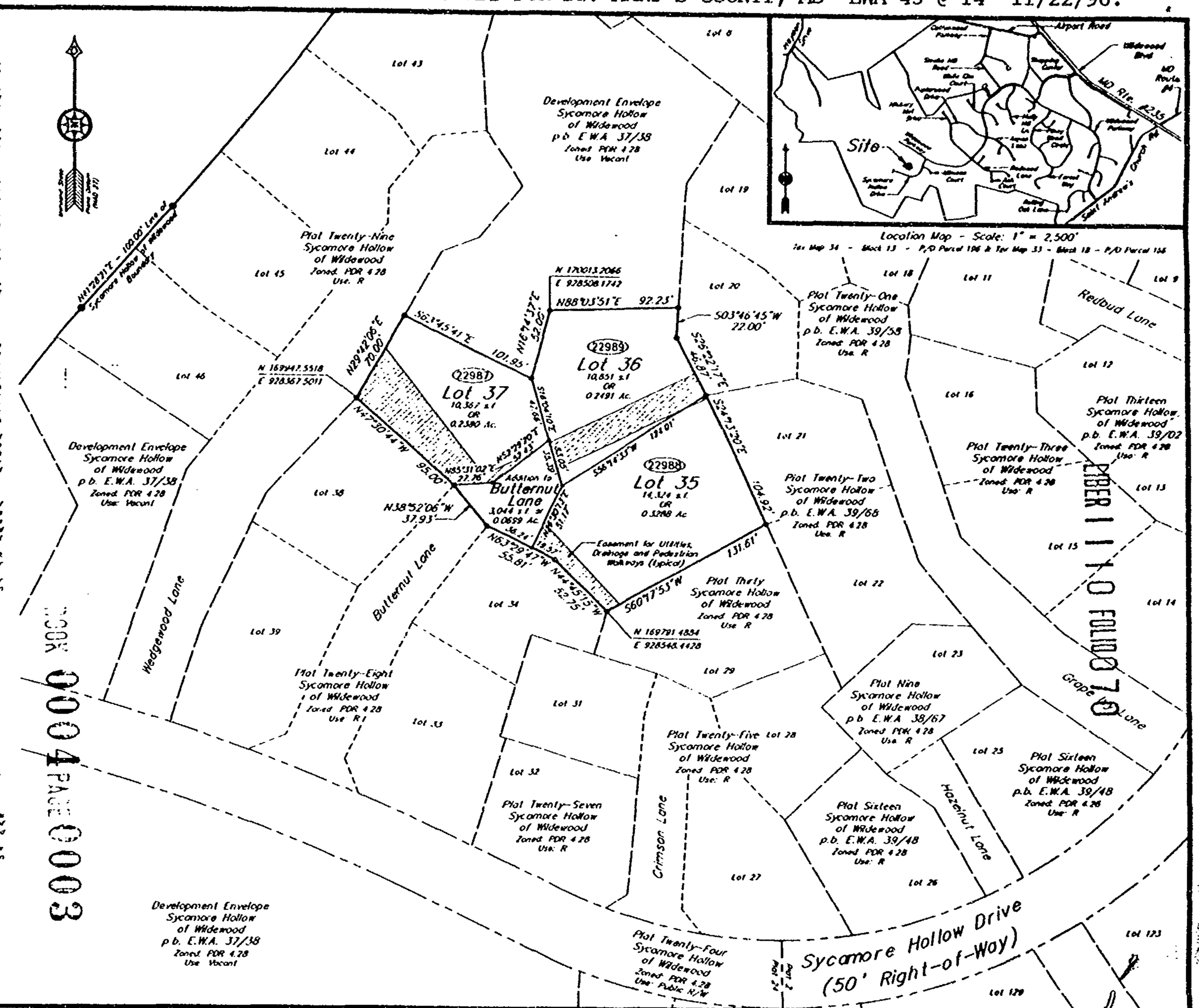
First Union National Bank of Virginia, N.A.
James A. Kenney III, Esquire, Special Trustee for Plat Execution — Date

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 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 selling of the matters required therein have been or will be complied with to the best of my knowledge, information and belief

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



BOOK 0004 PAGE 0003

FOLIO 70

Metropolitan Commission	Department of Public Works	Planning and Zoning
Date	Date	Date
Director	Director	Director
	Health Department	P.C. Chairman
	Date	Case File Number. 91-1732
	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 One
Lots 35, 36, & 37
SYCAMORE HOLLOW of WILDEWOOD
Third & Eighth Election Districts
St. Mary's County, Maryland

Contract # 73-006	Drawing # WWSHP31	Chkd by LGD	Dwn by WPH
Date 10/17/96	Scale 1" = 50'	Page 1 of 1	

SH-31

BOOK 0004 PAGE 0001

RECORDING FEE 25.00
TOTAL 25.00

CERTIFICATION OF AMENDMENTS TO BYLAWS AND ARCHITECTURAL REGULATIONS OF HICKORY NUT OF WILDEWOOD ASSOCIATION, INC.

(Amending Architectural Regulations and Bylaws)

The undersigned officer of the Hickory Nut of Wildewood Association, Inc., being authorized to do so, hereby certifies as follows:

Rec't SMB3 Rcpt # 16571
EMA LP Blk # 451

WHEREAS, Article V of the Declaration of Covenants, Conditions and Restrictions of Hickory Nut of Wildewood Association, Inc., as the same are recorded among the Land Records of St. Mary's County, Maryland at Liber No. 337, Folio 196, and as also recorded among the Homeowners Association Depository at Liber No. 001, Folio 393 (the "Declaration") provides for architectural control of improvements in the Hickory Nut Subdivision by an architectural control committee (the "Architectural Control Committee") in order to ensure the harmony of external design and location in relation to surrounding structures and topography;

WHEREAS, Article VI, Section 1(d) provides that the Architectural Control Committee shall adopt general rules to implement the purposes set forth in Article V;

WHEREAS, Article VII of the Bylaws of Hickory Nut of Wildewood Association, Inc., as the same are recorded among the Homeowners Association Depository for St. Mary's County, Maryland at Liber No. 001, Folio 403 (the "Bylaws") provides that the Board of Directors shall exercise all powers, duties and authority vested in or delegated to the Association and not reserved unto the membership of the Association;

Jan 09, 1997 10:30 am

WHEREAS, Article XIII of the Bylaws provides that the By-Laws may be amended, at a regular or special meeting of the members by a vote of a majority of the quorum of the members present in person or by proxy;

WHEREAS, by resolution adopted on June 8, 1993 the Board of Directors and Architectural Control Committee approved the attached Architectural Regulations, Amendment II, to be the Architectural Regulations of the Association, thereby superseding any and all

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Lexington Park, MD 20653
(301) 862-3764

previous Architectural Regulations of the Association;

WHEREAS, by vote of a majority of a quorum of the members at a duly called membership meeting on August 24, 1991, the membership did vote to amend Article IV, Section 1 of the Bylaws so as to increase the number of Board of Directors of the Association from five to nine and therefore, Article IV, Section 1 of the Bylaws does now provide that:

> *Section 1. Member. The affairs of this Association shall be managed by a Board of nine (9) directors.*

WHEREAS, by vote of a majority of a quorum of the members at a duly called meeting, the members did approve the following additional amendments of the Bylaws:

a. Article III, MEETING OF MEMBERS, Section 1, Annual Meeting was amended to now provide as follows:

> *Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of Incorporation of the Association. Each subsequent regular annual meeting of the members shall be held in each calendar year thereafter, at a time and date specified by the Board of Directors. In no case shall the time between regular annual meetings span a period greater than twelve (12) months.*

b. Article VII, POWERS AND DUTIES OF THE BOARD OF DIRECTORS, Section 2, Duties, Subsection (c)(3) was amended to now provide as follows:

> *(3) Foreclose the lien against any property for which assessments are not paid within thirty (30) days, or such other time as agreed on by the Board of Directors, after the due date, or to bring an action at law against the owner personally obligated to pay the same.*

c. There was hereby inserted a new Article VII, POWERS AND DUTIES OF THE BOARD OF DIRECTORS, Section 3, Notice and Hearings, as follows:

> *Section 3. Notice and Hearing. Unless otherwise provided for in these By-laws, the Declaration or the Articles of Incorporation, or otherwise required by Maryland law, the Board of Directors, if stipulated, shall:*
>
> *(a) Provide any required notice, and notice of any hearing at which it would preside, at least fourteen (14) calendar days prior to the event requiring such notice.*
>
> *(b) Determine the time and place of any hearing at which it would preside. A quorum of Directors, at a minimum, must be present at any such hearing.*

d. Article VIII, OFFICERS AND THEIR DUTIES, Section 3, Term

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was amended to read as follows:

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office until his or her successor is elected and takes office, as prescribed in Section 2 of this Article unless he or she shall sooner resign, or shall be removed, or otherwise disqualified to serve.

e. Article VIII, OFFICERS AND THEIR DUTIES, Section 8, Duties, Subparagraphs c and d were amended to read as follows:

Section 8, Duties

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; ensure that current records showing the members of the Association together with their addresses are kept, 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 disbursement made in the ordinary course of business; shall sign all checks and drafts of the Association; keep proper books of account; shall prepare an annual budget and a statement of income and expenditures to be represented to the membership at a regular annual meeting; and deliver a copy of each to the members requesting same and shall perform such other duties as required by the Board.

f. Article X, BOOKS AND RECORDS, was amended to read as follows:

The books, records and papers of the Association shall at all times, via prior arrangement with an Officer of the Board, be subject to inspection by any member, except that such books, records and papers may be withheld from such inspection to the extent that they concern:

(i) Personnel records;
(ii) An individual's medical or financial records;
(iii) Records relating to business transactions that are currently in negotiation;
(iv) The written advice of legal counsel.

The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member via proper arrangement with any member of the Board from whom copies may be purchased at a reasonable cost.

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g. Article XIV, MISCELLANEOUS, Section 2, Audit, was amended to read as follows:

> *Section 2. Audit. At the close of each fiscal year the financial records of the Association shall be reviewed by a 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 income and expenses of the Association. Upon any change of Treasurer, the financial records of the Association shall be audited by a Certified Public Accountant acceptable to the Board of Directors whose audit and report will be prepared and certified in accordance with generally accepted accounting and auditing practices; but in no case shall three consecutive calendar years pass without such an audit being conducted.*

WHEREAS, Md. Real Prop. Code Ann. § 11B-112 requires that certain disclosures and documents of homeowners associations, and amendments thereto, be deposited in the Homeowners Association Depository and the purpose of this certification is comply with said requirement.

NOW THEREFORE, the undersigned officer of the Association, does hereby certify under penalties of perjury that attached hereto is a true and correct copy of the Architectural Regulations of the Association, and that the Bylaws currently recorded among the Homeowners Association depository subject to the above amendments is a true and correct copy of the current Bylaws of the Association.

HICKORY NUT OF WILDEWOOD ASSOCIATION, INC

By: _____

Title: President

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The undersigned members of the Architectural Committee hereby execute this Certification to acknowledge their approval of the aforesaid Architectural Regulations. This documents may be executed in counterparts.

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Hickory Nut of Wildewood Association, Inc.
700 Poplar Wood Drive
California, MD 20619

BOK 0004F 0009

August 1, 1993

Dear Homeowner:

Enclosed is a copy of the Hickory Nut Architectural Review procedures and Regulations Amendment II dated June 8, 1993. It supersedes the Regulations dated August 22, 1991, which you previously received at settlement or by mail.

The changes(identified by **bold type**) in Amendment II should clear up some areas of confusion and address new requirements for the architectural structure of our neighborhood. The new guidelines reflect our desire to change with the needs of the association.

The amended regulations do not conflict or cause violations with previously allowed/approved regulations. There will be no grandfathering of existing violations due to the amended regulations.

Very truly yours,

HICKORY NUT OF WILDEWOOD
ASSOCIATION, INC.

Gary Faller
Secretary

Enclosure

AMENDMENT II

HICKORY NUT OF WILDEWOOD ASSOCIATION, INC.

ARCHITECTURAL REVIEW PROCEDURES AND REGULATIONS

ARTICLE I

PURPOSE AND ORGANIZATION

Section 1. Purpose. The Architectural Control Procedures and Regulations are intended to ensure an attractive, cohesive, and safe development in HICKORY NUT OF WILDEWOOD, (Part of Wildewood Neighborhoods Three and Four, Cluster Three - Plat Two) in order to preserve and enhance property values and to maintain a harmonious relationship among structures and the natural vegetation and topography.

Section 2. The Architectural Control Committee. There is hereby created a HICKORY NUT OF WILDEWOOD ARCHITECTURAL CONTROL COMMITTEE by the Directors of the HICKORY NUT OF WILDEWOOD ASSOCIATION, INC. The Committee or members of the Committee appointed by the Board of Directors shall serve at the pleasure of the Board of Directors. The Architectural Control Committee shall regulate the external design, appearance, location and maintenance of properties and improvements thereon.

Section 3. Powers. The Powers of the Architectural Control committee are **established by the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF HICKORY NUT OF WILDEWOOD ASSOCIATION, INC.** and are relative to Articles I,II,III AND IV of the Architectural Review Procedures and Regulations.

ARTICLE II

ARCHITECTURAL REGULATIONS CONCERNING STRUCTURES

Section 1. Definition. A structure is defined as any attached or detached addition to or alteration of a permanent nature to the principal building (if the principal building is constructed by Paragon Builders Inc.) or property. **Some examples are decks, screened in porches, dog houses, etc.**

Section 2. Height and build. The height and general bulk of new structures and of additions to existing structures shall be in relative scale and similar to those of existing structures in the vicinity.

Section 3. Out/Accessory Buildings. No out/accessory buildings (including dog houses), shall be erected until approved by the Architectural Control Committee. No out/accessory buildings shall be permitted in the front yard area. Such buildings shall be of the same surface materials, styles and colors as the principal building on the lot. The only exception is in the case of dog houses. **A dog house does not require the same surface material as the principal building, e.g. siding. However, the dog house shall be of quality construction and appearance. The color shall match the principal building or be of an approved neutral color which blends with the surrounding area. The roofing materials shall be constructed with neutral colored shingles.**

Section 4. Colors. Exterior surface colors of all structures shall either match that of the existing unit or be in harmony with existing units in case of a total color change. All changes or modifications affecting exterior surface colors must be approved by the Architectural Control Committee.

Section 5. Fences. **In keeping with the "Open Space Concept" of HICKORY NUT OF WILDEWOOD, no fences will be permitted unless specifically required by law or county ordinance. If, under these circumstances a fence is permitted, the fence will be the minimum height and area required by law and constructed only of a natural colored wooden material. All fences must be approved in all particulars by the Architectural Control Committee prior to the commencement of any work on any addition that requires the fence.**

Section 6. Signs. Any sign used for the purpose of identification or direction such as owners name and street address shall be deemed as permanent. Such signs shall be erected on private property and must be approved by the Architectural Control Committee. **House numbers are required, but do not require approval. House numbers shall be located in a conspicuous area observable from the street or driveway.**

ARTICLE III

ARCHITECTURAL REGULATIONS CONCERNING NON-STRUCTURAL

Section 1. Definition. Non-structural items are defined as any and all items of a non-permanent nature. Some examples include: antennas, drying lines, for sale signs, trash cans, vehicles, wood piles, landscaping, recreational equipment(i.e. swingsets, sky forts, basketball backboards, etc.), solar and wind energy collectors/generators.

Section 2. Colors. The color of non-structural items, where applicable, shall be such as to maintain a harmonious relationship among structures and the natural vegetation and topography.

Section 3. Antennas. Exterior radio and television antennas are not permitted.

Section 4. Drying lines. Drying lines are to be placed in a non-conspicuous area, e.g. not observable from the main street or road, and removed when not in use. The Drying Line shall not remain in use and /or left out overnight.

Section 5. Pets. All dogs, cats and other pets will be regulated by existing, and future, county ordinances/regulations and /or additional regulations to be determined by the Board of Directors. **When the pet is taken off of the owner's property it is suggested the pet be controlled by a leash. The owner is further responsible for pet noise and clean up of pet feces.**

Section 6. Signs. **No sign, poster or billboard or advertisement, including but not limited to "For Sale" or "For Rent" signs of any character whatsoever may be placed or displayed upon any portion of common properties or right of ways, with the exception of the entrance to the cul-de-sac serving the property. All signs must have the approval of the Architectural Control Committee.**

Standard size brokerage "For Sale" or "For Rent" signs not exceeding six (6) square feet advertising a home or lot shall be permitted only on the front yard owned by the owner of the unit or lot which is being advertised. Only one such sign shall be permitted for each lot.

St. Mary's County regulations prohibit any sign from being placed closer than five (5) feet to the front property line or ten (10) feet to any side yard property line nor to be closer than twenty (20) feet to any thoroughfare intersection.

Section 7. Household Trash. Household Trash to be collected shall be left at the end of the driveway on the day of collection only. All trash left for pick-up must be confined to a trash can with a secure lid which shall be removed the same day as pick-up. Yard waste, brush, and building materials(including wall board, carpet, etc.) are unacceptable and will not be collected. Trash cans shall not be stored in an area visible from the street.

Section 8. Vehicles. Parking of mobile homes, boats/canoes, recreational vehicles, trailers, machinery, commercial vehicles (larger than one-half ton), etc.., on the property, driveway or street is prohibited. The exception being short-term (ten (10) days or less) visitors. Said vehicles shall not be occupied. Parking or storage of boats, and canoes is only permitted if enclosed within a garage with the garage door closed. To minimize congestion and maximize safety, parking on the main streets is discouraged. Vehicles shall not park on mulched, grassy or common areas.

Section 9. Wood Piles. Wood piles should be neatly stacked in an inconspicuous area on the property. No wood shall be stacked in the front of the property. Wood coverings, if used shall remain in good condition and replaced if tattered.

Section 10. Landscaping. Removal of trees/shrubs larger than a six-inch caliper must be approved by the Architectural Control Committee. Large scale planting and/or landscaping, including major topographical alterations(major changes to the grade of the lot) and surface covering modifications(removal of natural growth, conversion to mulch or to grass, etc.) must be in harmony with the existing environment and requires prior approval by the Architectural Control Committee. In the case of multi-family dwellings, landscaping shall also be in harmony with each of the attached dwellings and subject to prior approval by the Architectural Control Committee.

Section 11. Recreation Equipment/Swimming Pools. The location, size, material, and color of all recreational equipment, e.g. swing sets, sky forts, basketball goals and similar items (of a semi-permanent or permanent nature) including swimming pools must be in harmony with the existing environment and be approved by the Architectural Control committee. No more than one "Little Tykes" or similar type play set will be allowed on the property, and shall not be placed in the front or side yards. Structures remaining for more than a week shall be approved by the Architectural Control Committee. Special consideration should be given to obscuring or hiding the playset from neighboring properties. Structures such as "Skyforts" shall have adequate vegetative screening to hide the structure from

neighboring properties. Wooden swingsets are preferred over metal due to their natural color. At all times, bright or multi-colored objects shall be avoided.

Section 12. Solar and Wind Energy Collectors/Generators. No solar or wind energy collectors/generators shall be erected without the approval of the Architectural Control Committee.

Section 13. Miscellaneous. Runoff from gutter downspouts and other landscape swales shall be handled in such a manner that the drainage will not flow onto, or affect adjacent property thereby causing problems.

ARTICLE IV

PROCEDURES

Section 1. Applications. Any property owner wishing to construct a new building or structure, to alter or make an addition to an existing structure, or to modify his property in HICKORY NUT OF WILDEWOOD, as outlined in ARTICLE II or ARTICLE III must submit a dated application for approval of the design for the construction, alteration or addition to the Architectural Control Committee.

A synopsis of actions made by the Architectural Control Committee shall be presented at regular Board of Director's meetings. The Committee shall consult with the Board on any decisions of a precedent setting nature. A member of the Architectural Control Committee shall attend all regular meetings of the Board of Directors.

Section 2. Special Impact submissions. If, in the opinion of the Architectural Control committee, a structural change has a significant impact on the entire community, the applicant shall be notified that the request will be posted in the next monthly Newsletter to solicit comments. The Architectural Control Committee will accept comments for ten (10) days after publication. If the Architectural Control Committee determines that a decision cannot be responsibly made within thirty (30 days) from submission, they shall notify the applicant and request an extension of the designated period of time to reach a decision. If the extension is denied, the applicant shall be deemed disapproved.

Section 3. Review and Approval. The Architectural Control Committee shall approve, disapprove or approve with condition the design as submitted. In the event that the committee fails to take action on the proposed design within thirty (30) calendar days of receipt of the application, the application shall be deemed to have been approved. The Board of Directors reserves the right to overturn any previously approved additions if conditions warrant that action (i.e. addition is a safety hazard, adversely affects drainage, etc.).

Section 4. Required Submission for Design review:

1) New Construction - Principal Building. For the original construction of a Principal Building on a lot, the submission shall include two (2) copies of the following:

a) Lot number and street address.

b) Architectural plans and elevations, if prepared, or a scaled sketch showing plan and elevation views of the proposed construction.

c) Description and/or 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.

2) Additions, Alterations and Construction of Accessory Buildings.
For additions, alterations, and construction of Accessory buildings, two (2) copies of the following shall be required:

a) Same as required for Article IV, section 4., number 1 listed above.

Section 5. Notice to Board of Directors. The Architectural Control Committee shall forward a copy of each application, and its approval or disapproval to the Board of Directors. The Architectural Control Committee shall also notify the Board of Directors of all violators or potential violators of the Covenants, Conditions and Restrictions and of the Architectural Control Review Procedures and Regulations.

Section 6. Action By the Board Of Directors. Upon notice, the Board of Directors shall notify the homeowner and occupant, if applicable, in writing of the violation or potential violation and request compliance.

Section 7. Amendment of Regulations. The regulations and procedures may be amended from time to time by recommendations from the Architectural Control committee to the Board of Directors of the Association and approval by the Board of Directors. There will be no grandfathering of existing violations to the previous or amended regulations and procedures.

APPROVED this 8th day of June, 1993.

BOARD OF DIRECTORS
HICKORY NUT OF WILDEWOOD
ASSOCIATION, INC.

President

Vice President

Secretary

Treasurer

Member

Member

Member

Member

Member

TWENTY-EIGHTH ANNEXATION AMENDMENT
to
Declaration of Covenants, Conditions and Restrictions
of
SYCAMORE HOLLOW OF WILDEWOOD ASSOCIATION, INC.

INP FD SURE $ 2.00

This TWENTY-EIGHTH ANNEXATION AMENDMENT, (the "Twenty-eighth Annexation"), made this 3rd day of March, 1997, by PARAGON BUILDERS, INC., a Corporation organized and existing under the laws of the State of Maryland (the "Declarant").

RECORDING FEE 20.00

Introductory Statement

TOTAL 22.00

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").

Rec# SMCO Rcpt # 17932

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.

EWA FL Blk # 210

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.

Mar 04, 1997 12:32 PM

NOW THEREFORE, this Twenty-eighth 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:

RECORDING FEE 15.00

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-two, Lots 40, 47 and 48, Sycamore Hollow of Wildewood, recorded in the plat records of St. Mary's County, Maryland in Plat Liber E.W.A. 043 at Folio 056 and including, but not limited to Lots 40, 47 and 48.

TOTAL 15.00
Rec# SMCO Rcpt # 17932
EWA FL Blk # 211
Mar 04, 1997 12:33 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:

Cynthia W. Greb
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 March, 1997, 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-eighth Annexation Amendment to Declaration, and that he is authorized to execute the said Twenty-eighth Annexation Amendment to Declaration on behalf of the Corporation, and that the said Twenty-eighth Annexation Amendment to Declaration is the act of Paragon Builders, Inc. and that said Twenty-eighth 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.

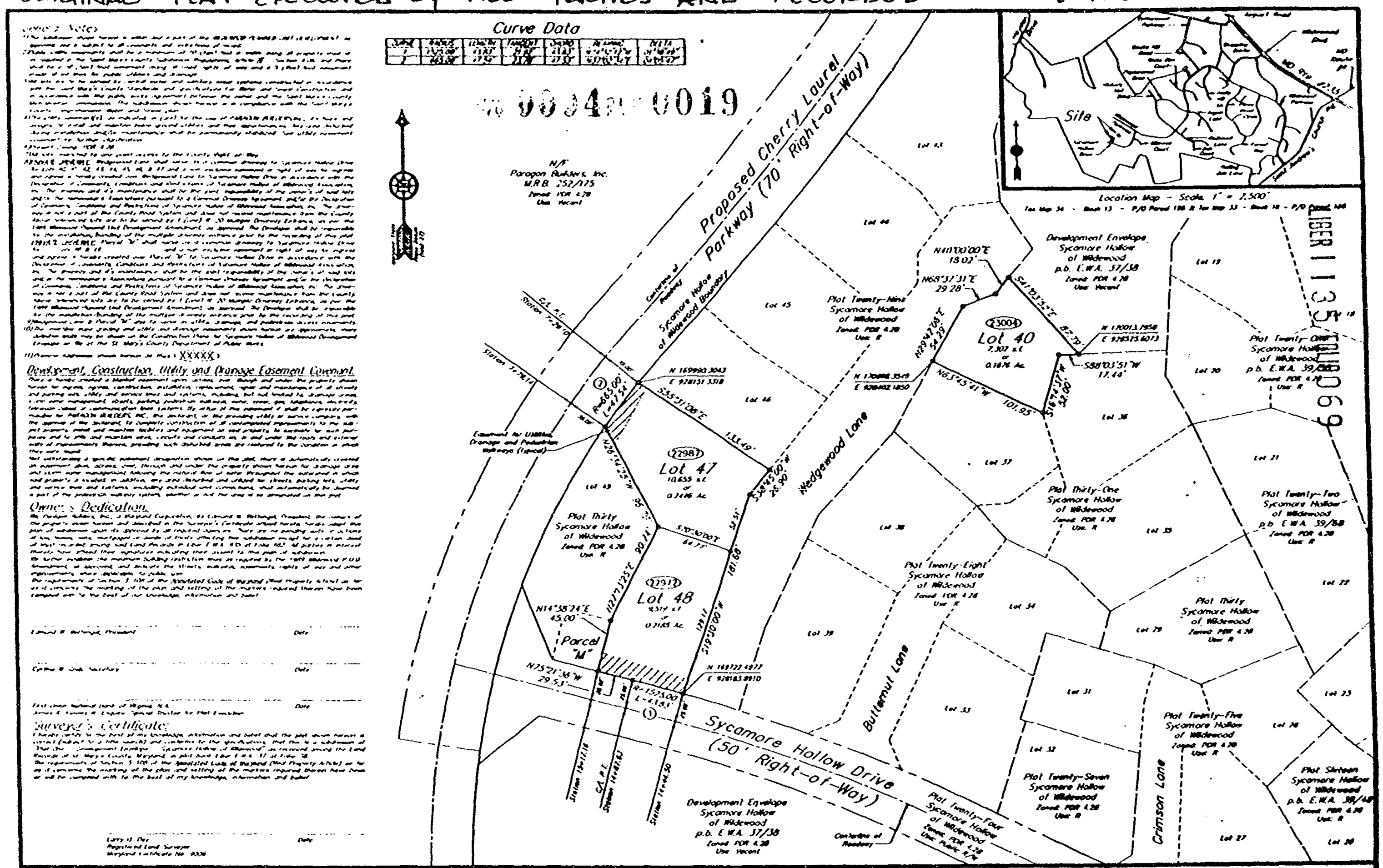
NOTARY PUBLIC

Notary Public

My Commission Expires: 4-22-99

ORIGINAL PLAT EXECUTED BY ALL PARTIES AND RECORDED AMONG THE

LAND RECORDS FOR ST. MARY'S CO., MARYLAND EWA 43 @ 56 2.24.97



LIBER 1142 FOLIO300

BOOK 0004 PAGE 0020

IMP FD SURE $ 2.00
RECORDING FEE 20.00
TOTAL 22.00
Rcpt # 18709
EWA TLG Blk # 2346
Mar 31, 1997 10:14 am

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS OF HICKORY HILLS COMMUNITY ASSOCIATION, INC.

(Annexing Lots One Through Thirty-Four, Hickory Hills North)

This Amendment to the Declaration of Covenants, Conditions and Restrictions and Reservation of Easements of Hickory Hills Community Association, Inc., is made as of the 31 day of March, 1997, by LIBERTY HOMES DEVELOPMENT INCORPORATED., a Maryland Corporation, Declarant, and HICKORY HILLS NORTH LIMITED LIABILITY COMPANY, a Maryland limited liability company, Owner of record of the lots hereinafter described,

RECORDING FEE 20.00

WHEREAS, Liberty Homes Development Incorporated, a Maryland Corporation, as the Declarant, on January 25, 1996, recorded the Declaration of Covenants, Conditions and Restrictions and Reservation of Easements of Hickory Hills Community Association, Inc. among the land records of St. Mary's County, Maryland at Liber EWA 1027, Folio 410. The Declaration applies to that property located in the Eighth Election District of St. Mary's County, Maryland which is shown on a Plat entitled "PARCEL B, PHASE III-A, HICKORY HILLS", prepared by Lorenzi, Dodds and Gunnill, and recorded in the Plat Records of St. Mary's County, Maryland at Liber EWA 40/48. The aforesaid property is also more specifically described on Schedule A attached to the Declaration.

TOTAL 20.00

WHEREAS, Article VIII of the Declaration gives the Declarant the unilateral right, privilege and option to annex to the property subject to the Declaration and the jurisdiction of the Association all or any portion of the real property located within those boundaries described on Exhibit B attached to the Declaration. The Declarant, and the Owner of record, wish to annex that property known as Lots One through Thirty-Four, HICKORY HILLS NORTH, Phase One, which is an area of land contained within the boundaries of the property described in Exhibit B attached to the original declaration.

Rcpt # 18709
EWA TLG Blk # 2347

NOW, THEREFORE, LIBERTY HOMES DEVELOPMENT INCORPORATED, a Maryland Corporation, and HICKORY HILLS NORTH LIMITED LIABILITY COMPANY, a Maryland limited liability company, hereby amend the Declaration as follows:

Mar 31, 1997 10:20 am

1. The Declarant, Liberty Homes Development Incorporated, a Maryland Corporation, and HICKORY HILLS NORTH LIMITED LIABILITY COMPANY, a Maryland limited liability company, pursuant to Article VIII of the Declaration hereby annex and subject to the legal operation and effect of the Declaration and the jurisdiction of the

Association that real property described as follows:

Those parcels located in the Eighth Election District of St. Mary's County, Maryland which are known as LOTS ONE THROUGH THIRTY-FOUR (inclusive), as shown on a Plat entitled "HICKORY HILLS NORTH, PHASE ONE, which plat was prepared by N G & O Engineering, Inc. and recorded among the Plat Records of St. Mary's County, Maryland at Liber EWA 42, Folio 46.

Said parcel of land being a portion of the real property located within those boundaries described on Schedule B of the Declaration and being a portion of the land conveyed unto HICKORY HILLS NORTH LIMITED LIABILITY COMPANY, a Maryland limited liability company, by Potomac MACO Limited Partnership, a Delaware limited partnership, by Deed dated July 24, 1996, and recorded among the Land Records of St. Mary's County, Maryland at Liber 1080, Folio 415.

2. Except as expressly amended herein, all covenants, conditions and restrictions of the Declaration are to remain in full force and effect.

IN WITNESS WHEREOF, the Parties below have executed this First Amendment the day and year first above written.

LIBERTY HOMES DEVELOPMENT INCORPORATED,
a Maryland Corporation

Witness

BY: _____ (SEAL)
EDWARD R. CURLEY, III, PRESIDENT

HICKORY HILLS NORTH LIMITED LIABILITY COMPANY, a Maryland limited liability company

Witness

BY: _____ (SEAL)
EDWARD R. CURLEY, III, MANAGER

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

I HEREBY CERTIFY, that on this 27th day of March, 1997, before me, the subscriber, a Notary Public in and for the County and State aforesaid, personally appeared EDWARD R. CURLEY, III, who is known to me (or satisfactorily proven) to be the person who signed the within instrument and he made oath in due form of law that he is the President of Liberty Homes Development Incorporated, a body corporate

and that, as such, he is duly authorized to execute the within instrument for the purposes therein contained, and he acknowledged that he executed the same as the act and deed of said body corporate.

AS WITNESS MY HAND AND NOTARIAL SEAL.

Notary Public
My commission expires: 10/1/97

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

I HEREBY CERTIFY, that on this 27th day of March, 1997, before me, the subscriber, a Notary Public in and for the County and State aforesaid, personally appeared EDWARD R. CURLEY, III, who is known to me (or satisfactorily proven) to be the person who signed the within instrument and he made oath in due form of law that he is the Manager of Hickory Hills North Limited Liability Company, a Maryland limited liability company, and that, as such, he is duly authorized to execute the within instrument for the purposes therein contained, and he acknowledged that he executed the same as the act and deed of said limited liability company.

AS WITNESS MY HAND AND NOTARIAL SEAL.

Notary Public
My commission expires: 10/1/97

BENEFICIARY'S CONSENT

KEY BANK AND TRUST, successor to KEY FEDERAL SAVINGS BANK, Beneficiary under a certain Deed of Trust dated July 24, 1996, and recorded among the Land Records of St. Mary's County, Maryland hereby joins in the foregoing Amendment to Declaration of Covenants, Conditions and Restrictions and Reservation of Easements of Hickory Hills Community Association, Inc. dated March 31, 1997, made by Liberty Homes Development Incorporated, a Maryland Corporation, and Hickory Hills North Limited Liability Company, a Maryland limited liability company, for the sole purpose of consenting to the operation and effect of the said Declaration upon the mortgaged premises therein described.

WITNESS:

KEY BANK AND TRUST, successor to
KEY FEDERAL SAVINGS BANK

Brenda Goodman

BY: _____ (SEAL)
Daniel W. Hume, Vice President

STATE OF Maryland, COUNTY OF Baltimore, TO WIT:

I HEREBY CERTIFY, that on this 28th day of March, 1997, before me, the subscriber, a Notary Public in and for the jurisdiction aforesaid, personally appeared Daniel W Hume Vice President of Key Bank and Trust, successor to Key Federal Savings Bank, known to me (or satisfactorily proven) to be the person whose executed the foregoing instrument and acknowledged that he executed the same in the capacity stated and for the purposes therein contained.

Catherine E. Barger
Notary Public
My commission expires: 10-1-99

TWENTY-NINTH ANNEXATION AMENDMENT
to
Declaration of Covenants, Conditions and Restrictions
of
SYCAMORE HOLLOW OF WILDEWOOD ASSOCIATION, INC.

INF FD SURE $ 2.00
RECORDING FEE 20.00
TOTAL 22.00
Rest SMB3 Rcpt # 18756

This TWENTY-NINTH ANNEXATION AMENDMENT, (the "Twenty-Ninth Annexation"), made this 27th day of March, 1997, 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").

EWA LP Blk # 77

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.

Apr 01, 1997 02:23 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-ninth 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 Thirty-three, Lot 134, Sycamore Hollow of Wildewood, recorded in the plat records of St. Mary's County, Maryland in Plat Liber E.W.A. 043 at Folio 083 and including but not limited to Lot 134.

RECORDING FEE
EWA LP
Rcpt # 18756
Blk # 78
02:27 PM
15.00
15.00
1997

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:

Cynthia W. Greb
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 27th day of March, 1997, 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-ninth Annexation Amendment to Declaration, and that he is authorized to execute the said Twenty-ninth Annexation Amendment to Declaration on behalf of the Corporation, and that the said Twenty-ninth Annexation Amendment to Declaration is the act of Paragon Builders, Inc. and that said Twenty-ninth 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.

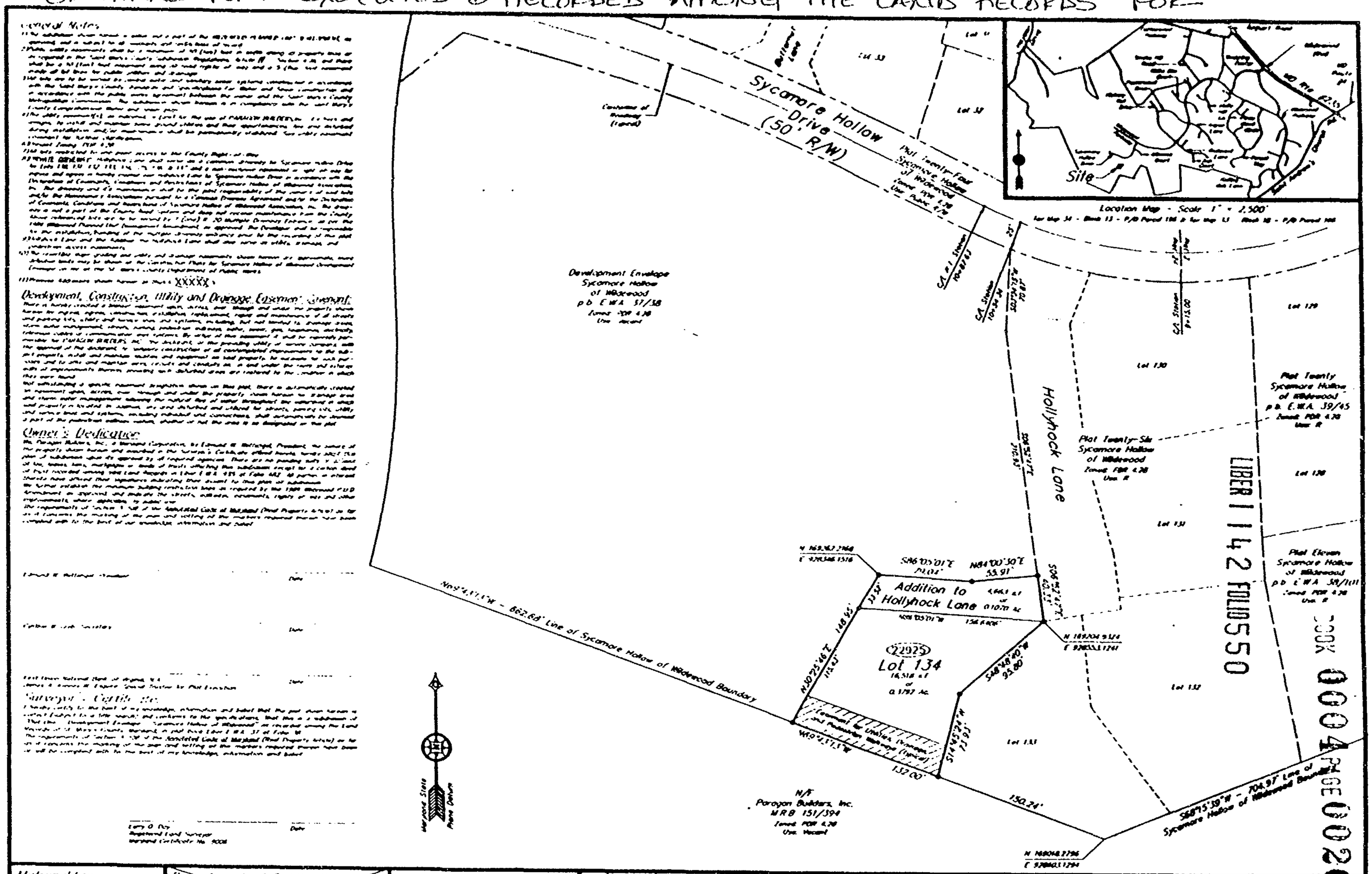
AS WITNESS my hand and Notarial Seal.

Notary Public

My Commission Expires: 9-22-99

NOTARY PUBLIC
JAYNE A. BYROADS
PRINCE GEORGES CO., MD

ORIGINAL PLAT EXECUTED & RECORDED AMONG THE LAND RECORDS FOR



Metropolitan Commission	Department of Public Works	Planning and Zoning
Date	Date	Date
Director	Director	Director
	Health Department	P.C. Chairman
	Date	Case File Number: 91-1732
	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-Three
Lot 134
SYCAMORE HOLLOW of WILDEWOOD
Third & Eighth Election Districts
St Mary's County, Maryland

Contract # 75-006	Drawing # WWSHW33	Chkd by LOD	Dwn by WFH
Date 03/05/97	Scale 1" = 50'	Page 1 of 1	

SH-33

ST. MARY'S CO. MARYLAND EWA 43@83 3.27.97

LIBER 144 FOLIO 518

DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
PEPPER RIDGE OF WILDEWOOD ASSOCIATION, INC.

IMP FD SURE $ 2.00
RECORDING FEE 75.00
TOTAL 77.00
Rec# SMBC Rcpt # 14757
EWA TLG Blk # 390
Apr 07, 1997 02:28 PM

THIS DECLARATION, made and entered into this 3rd day of April, 1997, by PARAGON BUILDERS, INC., a Maryland Corporation, hereinafter referred to as "Declarant":

RECORDING FEE 50.00
TOTAL 50.00
Rec# SMBC Rcpt # 14757
EWA TLG Blk # 391
Apr 07, 1997 02:29 PM

WITNESSETH:

WHEREAS, Declarant is the owner and developer of Wildewood, a Planned Unit Development, the Development Plan for which was originally approved in 1978, amended in 1986 and again, in 1991. Pursuant to the Development Plan, the Planning Commission for St. Mary's County has approved a Development Envelope submission for Pepper Ridge of Wildewood for the development of 44 units. The area initially to be designated as Pepper Ridge of Wildewood (21.0461 acres) is shown as Phase One on a Plat by Larry Day, entitled Pepper Ridge of Wildewood Development Envelope, Plat One, said plat being recorded in Plat Liber E.W.A. No. 43 at Folio 60 among the Plat Records of St. Mary's County and a copy of which is attached hereto as Exhibit "A".

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

NOW, THEREFORE, Declarant hereby declares that all of the lots to be created in Pepper Ridge of Wildewood described above shall be held, sold and conveyed subject to this "Declaration of 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 PEPPER RIDGE OF WILDEWOOD ASSOCIATION, INC. its successors and assigns.

Section 2. Owner shall mean and refer to the record owner, whether one or more persons or 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. Property or Properties shall mean and refer to that certain real property first subjected to this Declaration as shown on Exhibit "A", 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) which is owned or is to be owned or leased by the Association or over which the Association has an easement for the common use and enjoyment of the Owners.

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

Section 6. Lot shall mean and refer to any plot of land so designated upon any recorded subdivision map for the conveyancing of the properties to an individual owner and shall expressly exclude the aforesaid Development Envelope Plat pursuant to the Development Plan that is not further subdivided into lots for conveyancing, private driveways, parking areas, public streets and utility areas, and any common areas. The term shall include a condominium living unit where such may occur. Lot and unit and living unit may be used herein interchangeably from time to time.

Section 7. Declarant shall mean and refer to Paragon Builders, Inc., its successors and assigns if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

Section 8. Annexation Amendment shall mean an amendment to this Declaration which adds additional property to that which is subject to the legal effect and operation of this Declaration.

Section 9. Development Plan shall mean the Development Plan for the Wildewood Planned Unit Development as prepared by the Developer and approved by St. Mary's County and as the same may be amended from time to time.

Section 10. Declaration shall mean and refer to this Declaration of Covenants, Conditions and Restrictions and any Supplementary Declaration of Covenants, Conditions and Restrictions, applicable to the properties and recorded in the Land Records of St. Mary's County, Maryland.

Section 11. Member shall mean and refer to those persons entitled to membership as provided in this Declaration.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS THERETO

Section 1. Initial Property. The real property initially subject to this Declaration is the property designated as "Phase One" on Plat One of Pepper Ridge of Wildewood recorded in the Plat Records of St. Mary's County in Plat Liber E.W.A. No. 43 at Folio 60.

Section 2. Additions. Additional real property may be subjected to the provisions 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 to the Property and subject to the legal operation and effect of this Declaration and jurisdiction of the Association all or any portion of the real property described as Outparcel "A" on the Exhibit "A" attached hereto (said Exhibit "A" being hereby made a part of this Declaration and herein incorporated by reference) 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 be effective and 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. The Declarant shall have the unilateral right to

transfer to any other person the said right, title and privilege which is herein reserved to the Declarant to annex additional property to the legal operation and effect of this Declaration and the jurisdiction of the Association.

Section 3. No Annexation by Implication. No provision of this Declaration shall be construed to require the Declarant or any other person to annex any real property to the Property or to the scheme of the covenants and restrictions herein contained. The community contemplated by this Declaration, including parcels of real property intended to be annexed to the Property hereafter may include a diversity of lot sizes and housing types and styles. The Declarant expressly reserves the right to change existing or future plans or designs for Pepper Ridge of Wildewood and for those portions of the planned residential community known as Wildewood not now included in the Property and made subject to the legal operation and effect of this Declaration.

Section 4. Effect of Annexation. Any additional real property annexed to the Property and made subject to the legal effect and operation of this Declaration pursuant to this article shall be considered a part of the Property for all purposes of this Declaration, and all votes of the Class A Members appurtenant to the Lots contained in such additional annexed real property shall be aggregated with the votes of any existing Class A Members, it being intended that any Class A voting requirements need not be fulfilled separately for the real property annexed pursuant to any Annexation Amendment.

Section 5. Annexation. Additional residential property and Common Area, i.e., property other than that shown on Exhibit "A" may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.

ARTICLE III

PEPPER RIDGE OF WILDEWOOD ASSOCIATION, INC.

Section 1. Establishment of the Association. After the recording of this document, the Pepper Ridge of Wildewood Association, Inc., hereinafter the Association shall be established. Except as specified herein, the form, members, duties and responsibilities of the Association and certain other matters relating to it shall be as set forth in the Articles of Incorporation of this Association.

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

Section 3. Voting Rights. The Association shall have two classes of voting membership:

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

Class B. The Class B member shall be the Declarant and shall be entitled initially to one hundred thirty-two (132) votes based on the Development Envelope approval of 44 Lots or living units, i.e., three (3) votes for each Lot or living unit approved within Phase One of the Development Envelope. The Declarent's votes shall be increased by three votes for every Lot or living unit above 44 subsequently approved and recorded within Phase One or upon other land annexed to the Property. The Declarant's votes shall be reduced by three (3) for each Lot transferred to an Owner and increased by three (3) votes for additional lots subjected to the Declaration. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earliest:

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

(b) On March 15, 2008.

ARTICLE IV

PROPERTY RIGHTS IN THE COMMON AREA

Section 1. Owners' Easements of Enjoyment. Every owner shall have a non-exclusive right and easement of enjoyment in and to, and ingress and egress into and from the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and such conditions as may be agreed to by the members, with the understanding that no such

dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of members has been recorded.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-laws of the Association, his right of enjoyment to the Common Area and facilities to the members of his family, including guests, his tenants, or contract purchasers who reside on the property.

Section 3. Obligations of the Association. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Area and all improvements thereon (including equipment related thereto), and shall keep the same in good, clean, attractive and sanitary conditions, order and repair in compliance with standards to be set by the Architectural Control Committee. The Association shall be responsible for the care, cost and maintenance of the grassed rights-of-way, street lighting and sidewalks for general or common use (as opposed to an individual unit) within Pepper Ridge to the extent the same are not maintained by St. Mary's County and notwithstanding the location of the same on private or public property. These items shall be maintained in accordance with the same standard as set forth above for the Common Area. The Association may, if it so elects, be responsible for the maintenance, care and upkeep of any property located within or adjacent to the properties, including County or government owned property or such other property deemed beneficial to the Association by the Board of Directors from time to time to promote the recreation, health, safety and welfare of the residents of the properties and the residences within the properties.

Section 4. Master Association. The Declarant is developing a Master Association for the Wildewood Planned Community or Project, of which Pepper Ridge of Wildewood is a part. At such time as the Declaration for the Master Association is duly recorded among the Land Records for St. Mary's County, Maryland, Lot or unit owners in Pepper Ridge of Wildewood (either individually and/or as an Association as set forth in the Master Association Declaration and related documents) shall automatically become members of the Master Association and be subjected to the Master Association documents. Such membership shall carry the rights, privileges and obligations of such membership as specified within the Master Association documents including the obligation to pay all assessments levied by the Master Association. In addition to the Association being a member of the Master

Association, the owners of the lots will be subjected to the Master Association documents including, but not limited to, any and all architectural control provisions set forth in the Master Association documents.

ARTICLE V

COVENANT FOR ASSESSMENTS BY THE ASSOCIATION

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

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the properties and of the homes situated upon the properties, including but not limited to, operational costs of the Association, the costs involved in the enforcement of the Covenant's, Conditions and Restrictions, for the improvement and maintenance of the Common Area and with properties deemed beneficial by the Association, and for all and such other purposes as may be provided for in this Declaration and in law.

Section 3. Maximum Annual Assessment. until January 1, of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment per lot shall be Two Hundred Dollars ($200.00).

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

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

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

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent by two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

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

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence

as to all lots on the first day of the month following the conveyance of the first Lot to an Owner. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an Officer of the Association setting forth whether the assessments on a specified lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate determined by the Board of Directors but not less than ten percent (10%) per annum. The Association may bring an action at law against the owner personally obligated to pay the same. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his lot.

Section 9. Subordination of the Lien to Mortgages and Deeds of Trust. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or deed of trust. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to foreclosure of a mortgage or deed of trust or any proceeding or transfer in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessment thereafter becoming due or from the lien thereof.

ARTICLE VI

ARCHITECTURAL CONTROL

Section 1. Except as constructed by the Declarant, which shall not be subject to the provisions of this Article VI, Sections 1 and 2, no building, fence, wall or other structure (including, but not limited to, antennas) shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the

plans, and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by an Architectural Control Committee composed of three (3) or more representatives appointed by the Class B membership. At such time as the Class B membership expires, the Committee shall be appointed by the Board of Directors. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. The Architectural Control Committee shall regulate the external design, appearance, and location of the Properties and of improvements thereon in such a manner so as to preserve and enhance values and to maintain a harmonious relationship among structures and the natural vegetation and topography.

Section 2. Except as constructed or made by Declarant, 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 VII

USE OF PROPERTY

Section 1. Protective Covenants.

(a) Residential use. All property designated for residential use shall be used, improved and devoted exclusively to residential use. Nothing herein shall be deemed to prevent the Owner from leasing an improved Lot or Living Unit, subject to all of the provisions of the Declaration.

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

(c) Restriction on Further Subdivisions. No Lot upon which a Living Unit has been constructed shall be further subdivided or separated into smaller Lots by any Owner other than

Declarant, and no portion less than all of any such Lot, nor any easement or other interest herein, shall be conveyed or transferred by an Owner other than Declarant, provided that this shall not prohibit deeds of correction, deeds to resolve boundary disputes, and similar corrective instruments.

(d) Other Restrictions or Conditions. All units shall have their house number posted on the outside of the structure in a visible location and the numbering shall be maintained in the manner directed by the Architectural Control Committee. 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 or house numbering, parking and storage of automobiles and other vehicles, storage and use of boats and recreational vehicles, storage and use of machinery, use of outdoor drying lines, trash containers, planting, maintenance and removal of vegetation on the properties.

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

Section 2. Maintenance of Property. To the extent that exterior maintenance is not provided for in a Supplementary Declaration, each Owner shall keep all Lots owned by him, and all improvements therein or thereon, in good order and repair and free of debris including, but not limited to the seeding, watering and mowing of all lawns, the pruning and cutting of all trees and shrubbery and the painting (or other appropriate external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management. In the event an Owner of any Lot in the properties shall fail to maintain the premises and the improvements situated thereon, as provided herein, the Association, after notice to the Owner as provided in the By-Laws and approval by two-thirds (2/3) vote of the Board of Directors, shall have the right to enter upon said Lot to correct drainage and to repair, maintain and restore the Lot and the exterior of the buildings and any other improvements erected thereon. All costs related to such correction, repair or restoration shall become a Special Assessment upon such Lot.

Section 3. Development, Construction, Drainage, and Utility Easements. There is hereby created a blanket easement upon,

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

Section 4. Easement to Correct Drainage. For a period of ten (10) years from the date of conveyance of the first Lot to an Owner, the Declarant reserves a blanket easement and right on, over and under the ground within any Lot within the Subdivision and the Common Area to maintain and to correct drainage of surface water in order to maintain reasonable standards of health, safety and appearance. Such right expressly includes the right to cut any trees, bushes, or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary, following which the Declarant shall restore the affected property to its original condition as near as practicable. The Declarant shall give reasonable notice of the intent to take such action to all affected Owners, unless in the opinion of the Declarant an emergency exists which precludes such notice.

ARTICLE VIII

Private Driveway and Parking Facilities

Section 1. Private Driveways and Parking Facilities. Certain lots throughout Pepper Ridge of Wildewood will utilize private driveway and parking facilities as designated on the conveyancing plats and which the Declarant will improve in accordance with the standards set forth in the approved Development Plan for Wildewood. The exact location of the common use facility shall be determined by Declarant. The care and maintenance of these areas shall be the responsibility of the individual lot owners utilizing the facilities and not the responsibility of the Association.

Section 2. Easement and Right-of-Way For Ingress and Egress. There is hereby created over such parcels of ground as designated on the conveyancing plats a non-exclusive easement and right-of-way for ingress and egress to and from a public street, said easement and right-of-way to be used in common with the other lot owners utilizing the said private driveways and parking areas. Except as utilized by Declarant in its development activities and as otherwise reserved or provided for in this Declaration and/or any recorded plat, including utility installation and necessary access to utility facilities for service and maintenance by the utility (public or private), these areas shall be used as a residential driveway and parking area for the designated users and as a pedestrian access areas for the members of the Association and the general Wildewood Community.

Section 3. Maintenance. After the completion of driveway and/or parking facilities, each lot owner sharing the use and benefit of the facility shall share the cost and expense of maintaining the above-described right-of-way and easement area in good repair to a standard not less than the aforesaid Development Plan standard including but not limited to the filling of chuckholes, resurfacing, grading and ditching in equal proportion to the number of lot owners using the shared facilities. The users shall be responsible for the installation and maintenance of numbering signs identifying the units served by the common driveway, the appearance of which shall be subject to the control of the Architectural Control Committee. The work to be done from time-to-time shall be determined by a majority vote of the lot owners then using the facility based on one (1) vote for each separate Lot. In the event of deadlock regarding the need for or the appropriate maintenance level, (i.e., a majority of Owner of the lots cannot agree) the matter shall be submitted to the Board of Directors of the Association for arbitration and the decision of the Board of Directors shall be final. 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 their share of maintenance. This covenant and agreement to pay shall be enforceable by one or more of the other users of the facility. The maintenance share together with interest at the judgment rate of interest in effect at the time and costs and reasonable attorney's fees, shall be a continuing lien upon the property against which each such maintenance cost is made upon compliance with applicable law related to the establishment and enforcement of such liens. Each such charge, 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, but the

personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them. The provision of this section are not subject to the uniform of assessment provisions of Article V, Section 6 of this Declaration.

Section 4. Conveyance. The Declarant reserves the right to convey in fee simple the shared facility area to one or more of the users, as tenants in common, subject to the terms of this Declaration or to the Association, subject to the understanding that the Association shall have no maintenance responsibility for the driveway or parking facilities, which shall be the responsibility of the designated users in accordance with the provisions of this Article VIII.

ARTICLE IX

GENERAL PROVISIONS

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

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

Section 3. Amendment. The Covenants, Conditions and Restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. Except as otherwise provided for herein, this Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment shall be recorded.

Notwithstanding, and in addition to, any other provision of this Declaration, the Articles, the By-Laws and the Rules and Regulations, the Declarant shall have the right, and hereby reserves the sole right and authority, to be exercised in its sole discretion without the consent of any other person, at any time and from time to time while it owns any Class B Membership, if so required by the FNMA, the FHLMC, the VA, the FHA or any other governmental or quasi-governmental agency as a condition for loans to be made, insured, guaranteed, or purchased by that agency, to amend, modify or add to the provisions of this Declaration, and the other documents and instruments relating to the Association or the Property as need therefore be made. Such right also is reserved to comply with the requirements of any lender or title insurance company, provided such amendments, modifications or additions made pursuant to the requirements of any lender or title insurance company, do not adversely or materially affect the interests in the Property of the Owners or mortgagees of any Lots. Any such amendments, modifications of, or additions to this Declaration by the Declarant shall be effective on the date specified in the written instrument effecting the same, if any, or, if none is specified, on such date as the instrument is recorded among the Land Records for the jurisdiction in which this Declaration is recorded.

Following the lapse and conversion of all of the Class B memberships in the Association and subject to the other limitations set forth in this Declaration, but notwithstanding anything contained in this Article to the contrary, this Declaration may be amended for the purpose of bringing the same into conformity with the requirements of either the FNMA, the FHLMC, the VA, the FHA or any other governmental or quasi-governmental agency, by an instrument executed and acknowledged by a majority of the then Members of the Association, which instrument shall be recorded among the Land Records for the jurisdiction in which this Declaration is recorded. Unless a later date is specified in any such instrument, any amendment to this Declaration shall become effective on the date of recording.

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

LIBER 1144 FOLIO 533 BOOK 0004 PAGE 0042

Attest: **PARAGON BUILDERS, INC.**

Secretary by: Edmund W. Wettengel, President

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

I HEREBY CERTIFY, that on this 3rd day of April 1997, before me a Notary Public of the State and County of St. Mary's aforesaid, personally appeared EDMUND W. WETTENGEL, President of Paragon Builders, Inc., and he acknowledged the foregoing Declaration of Covenants, Conditions, and Restrictions of Pepper Ridge of Wildewood Association, Inc., to be his act, and the corporate act of the Corporation.

WITNESS my hand and Notarial Seal.

My Commission Expires: 9-22-99

Notary Public

BOOK 0004 PAGE 0043

LIBER 1144 FOLIO 534

General Notes:

1. The subdivision shown hereon is part of Parcel 146 as shown on Tax Map 33 of Block 18. Said subdivision is also within and a part of the WILDEWOOD PLANNED UNIT DEVELOPMENT, as approved and subject to any and all covenants, conditions and restrictions of record.
2. The total area contained in this part of subdivision (Development Envelope) is 50.5171± Acres.
3. Building Restriction Lines (BRL's) are established by the 1989 Amendment to the Wildewood P.U.D.
4. Present Zoning is RPR 4.78 (Planned Development Residential - 4.78 units per acre density).
5. All lots are to be served by a public central water distribution and sanitary sewerage collection system constructed in accordance with the St. Mary's County Standards and Specifications for Water and Sewer Construction and in accordance with the public mains agreement between the owner of the property shown hereon and the St. Mary's County Metropolitan Commission.
6. This subdivision is in compliance with the St. Mary's County Comprehensive Water and Sewerage Plan.
7. There shall be a utility easement ten (10) feet in width, minimum, on fronts five (5) feet off all interior lot lines and ten (10) feet off all rights-of-way and perimeter lot lines. Said easements are to include, but are not limited to, use by the St. Mary's County Metropolitan Commission, its successors and assigns, for construction, installation, maintenance, repair, and operation of public water and sewer facilities, other public utilities and drainage.
8. Outparcel "A", as shown hereon, has not been evaluated for compliance with section 40.10 of the St. Mary's County Zoning Ordinance (Adequate Facilities) and cannot be used as bldg. bldg. unless until the Outparcel is further subdivided in accordance with the St. Mary's County Subdivision Regulations and the St. Mary's County Zoning Ordinance.
9. Present water category is W-3D. Present sewer category is S-3D.
10. The utility easements(s) as indicated in (ies) 7 hereon are to be used by PARAGON BUILDERS, INC., it heirs and assigns, to install and maintain below ground utilities and their appurtenances. Any other disturbance during installation and/or maintenance shall be permanently stabilized. See the utility easement covenant below for further elaboration.
11. This site is exempt from storm water management per section 40.37.2 of the St. Mary's County Zoning Ordinance (less than 1000 sq.ft. change in post development peak discharge).
12. This site is exempt from the Forest Conservation Act per section 14.2.1.a of the St. Mary's County Zoning Ordinance (Planned Unit Development approved prior to December 31, 1991).
13. Subject property appears to be in Zone "C" as defined on Flood Hazard Boundary Maps for St. Mary's County, Maryland, and distributed by the Federal Emergency Management Agency per F.I.R.M. Community Panel #240051 0010 B.
14. All lots shall be graded so as not to pond or accrue to the County Right of Way.
15. The variable slope grading easements, drainage easements, and utility easements shown hereon are approximate. Exact distances, yards and locations may be shown on the Construction Plans for Wildewood Parkway Extension, Section 1(B)(1) and the Wildewood P.U.D. Construction Plans for Sycamore Hollow of Wildewood Development Envelope, and/or the Construction Plans for Pepper Ridge of Wildewood Development Envelope, on file at the St. Mary's County Department of Public Works.

Development, Construction, Utility and Drainage Easement Covenant.

[illegible]

Owner's Dedication:

We, Paragon Builders, Inc., a Maryland Corporation, by Edward H. Wellenger, President, the owners of the property shown hereon and described in the Surveyor's certificate affixed hereto, hereby adopt this plan of subdivision for all purposes shown. There are no pending suits or a bona of law, trusts, liens, mortgages or deeds of trust affecting this subdivision except for a certain deed of trust recorded among land Land Records in Liber E.W.A. 37/ Folio 462. All parties in interest have joined in the execution of these instruments evidencing their consent to this plan of subdivision. We further adopted the restrictions building restriction lines as required by the 1989 Wildewood P.U.D. Amendment, as approved, and designate the streets, roadways, 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 recording of this plan and setting of the markers required thereon have been complied with to the best of our knowledge, information and belief.

Edward H. Wellenger, President — Date

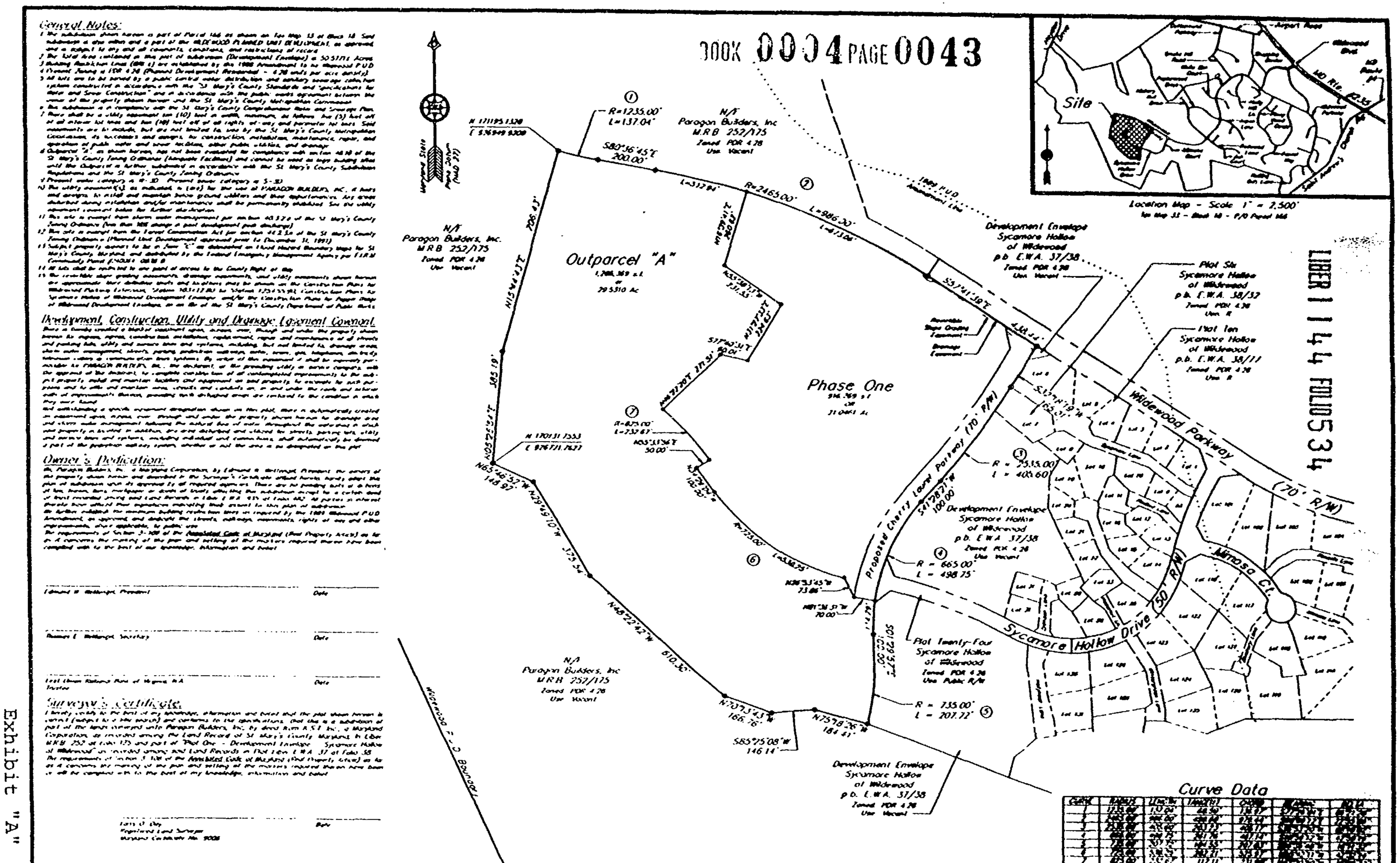
Robert E. Wellenger, Secretary — Date

First Union National Bank of Virginia, N.A. Trustee — 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 part of the lands conveyed unto Paragon Builders, Inc. by deed from K.S.I. Inc., a Maryland Corporation, as recorded among the Land Record of St. Mary's County, Maryland, in Liber M.R.B. 252 at Folio 175 and part of "Plat One - Development Envelope - Sycamore Hollow of Wildewood" as recorded among said Land Records in Plat 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 recording 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.

John J. Day, Registered Land Surveyor, Maryland Certificate No. 9008 — Date



Curve Data

Curve	Radius	Chord Bearing	Chord Length	Delta	Tangent	Arc Length
1	1735.00'	N 10°24'[illegible]" W	44.90'	1°[illegible]'[illegible]"	22.45'	44.90'
2	1465.00'	N 86°[illegible]'[illegible]" W	208.86'	8°[illegible]'[illegible]"	104.67'	208.86'
3	1535.00'	N 86°[illegible]'[illegible]" W	400.60'	15°[illegible]'[illegible]"	201.[illegible]	400.60'
4	665.00'	N 86°[illegible]'[illegible]" W	498.75'	42°[illegible]'[illegible]"	261.[illegible]	487.[illegible]
5	735.00'	N 86°[illegible]'[illegible]" W	207.72'	16°[illegible]'[illegible]"	104.[illegible]	207.[illegible]
6	1735.00'	N 86°[illegible]'[illegible]" W	1[illegible].[illegible]'	1°[illegible]'[illegible]"	[illegible]	1[illegible].[illegible]'
7	1735.00'	N 86°[illegible]'[illegible]" W	1[illegible].[illegible]'	1°[illegible]'[illegible]"	[illegible]	1[illegible].[illegible]'

Metropolitan Commission	Department of Public Works	Planning and Zoning	
Date	Date	Date	Director
Director	Director	Director	Vice Chairman
	Health Department		Case File Number 96-0961
	Date		
	Director		

No.	Date	Description	By
A	01/06/97	Remove Cherry Laurel Parkway	[illegible]
A	06/17/96	H.C. Comments	[illegible]

DAY & ASSOCIATES, INC.
Surveying, Land Planning & Engineering
Wildwood Professional Park - 500 Airport Drive
California, Maryland 20619
Phone (301) [illegible] - Fax (301) [illegible]

Plat One
Development Envelope
PEPPER RIDGE of WILDEWOOD
Third Election District
St. Mary's County, Maryland

Scale: 1" = 200'

Exhibit "A"

EWA 43/60 2/26/97

BRETON BAY LANDING HOMEOWNERS ASSOCIATION, INC.

INFORMATION DISCLOSURE FILED IN THE

HOA DEPOSITORY OF ST. MARY'S COUNTY

April 14, 1997

RECORDING FEE 50.00
TOTAL 50.00
Rec# 19423 Rcpt # 1687
EWA LP BLK # 09:44 PM
Apr 24, 1997

April 14, 1997

HOA Depository Information for Breton Bay Landing

In accordance with Section 11B-112 of the Maryland Homeowners Association Act (hereinafter referred to as "the MHAA"), the following information is provided to you concerning Breton Bay Landing, the community in which the Lot and House or Unit you have purchased is located. The HOA Depository Information is intended to explain and to provide information in addition to the express language of the Declaration of Covenants, Conditions and Restrictions for Breton Bay Landing (hereinafter referred to as "the Declaration"), the Articles of Incorporation and the Bylaws of Breton Bay Landing Homeowners' Association, Inc. Definitions for terms used in the HOA Depository Information may be found in the Declaration. The HOA Depositroy Information applies to both improved and unimproved Lots within Breton Bay Landing.

1. The name, principal address, and telephone number of the seller (referred to in the MHAA as "the Vendor") is:

   Sylmar Homes, Inc.
   1410 Forest Drive, Suite 30
   Annapolis, Maryland 21403
   (410) 269-6633

   The names and principal addresses of the principal officers of Sylmar Homes, Inc. are:

   Robert Libson, President
   1410 Forest Drive, Suite 30
   Annapolis, Maryland 21403

   Dori A. Ball, Vice President
   1410 Forest Drive, Suite 30
   Annapolis, Maryland 21403

   Jo Ann Goatley, Secretary
   1410 Forest Drive, Suite 30
   Annapolis, Maryland 21403

   Mona Roach, Treasurer
   1410 Forest Drive, Suite 30
   Annapolis, Maryland 21403

   The name, principal address, and telephone number of the Declarant parties for Breton Bay Landing are:

Breton Bay Development Associates
1410 Forest Drive, Suite 30
Annapolis, Maryland 21403
(410) 269-6633

2. The homeowner's association for Breton Bay is the Breton Bay Landing Homeowners' Association, Inc. ("the Association"), which has been incorporated in the State of Maryland. The resident agent of the Association is Richard T. Wright.

The name, address and telephone number of the Management Agent for the Association are:

The Sylmar Corporation
1410 Forest Drive, Suite 30
Annapolis, Maryland 21403

3. Breton Bay Landing is located in the 3rd Election District of St. Mary's County, Maryland, southwest of Leonardtown, off of Society Hill Road. When it is fully developed, Breton Bay Landing is planned to be an approximately 98 acre (or more) development, for which a total of 180 units are currently planned. The first sections that were legally incorporated into Breton Bay Landing were lots 61-72 as shown on Sheet 1 of 2 of "Section 1 Breton Bay Planned Unit Development"; and lots 1-34 and the 3.297 acre open space as shown on "Section 2 Breton Bay Planned Unit Development". From time to time, additional sections are to be incorporated into Breton Bay Landing until it is fully developed. To date, the additional sections which have been incorporated into Breton Bay Landing are described in detail in the copies of the Declaration and the Declarations of Annexation which are recorded in the Land Records of St. Mary's County.

All roadbeds and rights-of-way as shown on Sheets 1 and 2 of "Section 1 Breton Bay Planned Unit Development" will be dedicated to public use. A small parcel near lot 84, off Breton View Drive (Extended) which includes a waste water pumping station will be deeded to the Metropolitan Commission of St. Mary's County.

With the exception of the roadbeds and rights-of-way and pumping station described above, no property owned by the Declarant or the Vendor contiguous to Breton Bay Landing (as currently constituted) is intended to be formally dedicated to use by the general public.

4. Breton Bay Landing will not be within another development.

5. Breton Bay Development Associates may unilaterally annex additional property to Breton Bay Landing as described in Exhibit B to the Declaration, and, in addition, it may unilaterally annex any property which is adjacent or contiguous to Breton Bay Landing. This area is generally that shown on the attached plans and includes all of the property which, other than that already subject to the Declaration, is required to configure Breton Bay Landing as an approximately 98 acre, 180 lot development. There is no time limit for such annexation. In addition to the 118 lots already approved, Breton Bay Development Associates plans to seek approval for additional townhouse lots within a 2.667 acre parcel located adjacent to the east side of Section 2 of Breton Bay Planned Unit Development and additional townhouse lots for a portion of the 4.231 acre parcel located adjacent to the west side of Section 2 of Breton Bay Planned Unit Development.

6. Copies of the Bylaws of Breton Bay Landing Homeowners' Association, Inc. and any Rules and Regulations to date adopted by the Association are included as part of this disclosure package. These obligations are enforceable against lot owners, occupants and users by the Board, the Management Agent, or if appropriate, by any aggrieved lot owner.

7. All streets, parking areas, and curbs within the boundaries of the Townhouse Common Areas that are deeded to the Association will be owned and maintained by the Association. All other streets, curbs, and right-of-ways in Breton Bay Landing will be dedicated to public use. All main sidewalks, landscaped squares, grounds, storm water management facilities, open areas, and other facilities within the boundaries of Breton Bay Landing which are deeded to the Association will be owned and maintained by the Association. The 1.987 acre parcel designated as S.W.M. Pond #1 on the plat entitled "Section 1, Breton Bay Planned Unit Development, Sheet 2 of 2" is intended to be deeded to Breton Bay Recreation, Inc. All street lights within Breton Bay Landing will be leased from and be maintained by Southern Maryland Electric Cooperative; these expenses will be the responsibility of the Association.

8. Information concerning the zoning and other land use requirements affecting the development are available for inspection at the St. Mary's County Office of Planning and Zoning in the Governmental Center in Leonardtown, Maryland and in the Land Records for St. Mary's County in the St. Mary's County Court House on Court House Drive in Leonardtown, Maryland.

9. Homeowner Association assessments are first levied against owners on the date of settlement of their Lot and payable monthly by the first day of each month.

   Assessments are increased or decreased by the Board upon providing members with a written notice of the assessment increase or decrease. All assessments, increases, and decreases are based on the Association's operating budget, and increases or decrease to line items within the budget. Limitations on increase of assessments are included in Section 17 of Article XII of the Declaration.

   The currently planned procedure for the collection of delinquent fees and assessments is as follows: Assessments will be payable by all members by the first day of each month

using a coupon payment book provided by the Association to each Owner. Two late notices mailed by first class mail one month apart will be sent to each Owner having delinquent assessments. If the delinquent Owner does not fully pay the balance due to the Association, a final notice is mailed by first class mail informing the delinquent Owner that the Association will turn the account over to the Association's attorney for collection if the assessments are not paid in full. If there is still no satisfactory response and after receiving authorization from the Association to begin legal proceedings, the Association's attorney may take steps to accelerate the balance of assessment installments due for the entire fiscal year, impose a lien on the delinquent owner's lot for unpaid assessments, and foreclose that lien against the delinquent owner's lot under the terms of the Maryland Contract Lien Act. The Association's attorney may also take steps to collect delinquent fees, assessments and charges due by legal proceedings brought against the delinquent Owner personally. Assessments which are more than 10 days overdue maybe charged interest not to exceed the maximum legal rate permitted in Maryland, "late charges" as determined by the Association's Board of Directors, attorney's fees, and the cost of collection thereof. All unpaid monies will remain the personal obligation of each delinquent owner. If owners with overdue assessments incur any of the charges described in this paragraph, all money paid to the Association, regardless of whether the word "assessments" is or is not indicated on the payment, will first be applied towards all such overdue charges, and secondly towards all assessments due to the Association.

10. Breton Bay Development Associates and Sylmar Homes, Inc. and its representatives reserve the right to access all areas within Breton Bay Landing to develop lots and construct houses, to install, maintain, and/or replace public and private utilities, lines, and facilities, as well as to store building supplies and materials, advertise or conduct other activities necessary to sell homes and lots, and access all improvements on Lots or other parcels for installation, construction, maintenance, or repair of such improvements. Breton Bay Development Associates has reserved the right for itself and its successors and assigns to grant licenses, rights-of-way and easements through, under, over, on and across any portion of the development for access or for the construction, reconstruction, maintenance and repair of any utility lines or appurtenances to any municipal agency or public utility.

Breton Bay Development Associates and Sylmar Homes, Inc. reserve the right to pay assessments equal to 25% of the regular assessment for any lot subject to the Declaration until 15 days after the issuance of a Certificate of Occupancy for the dwelling constructed on the lot.

Breton Bay Development Associates and Sylmar Homes, Inc. are exempt from the architectural control restrictions outlined in Article XI of the Declaration. Breton Bay Development Associates and Sylmar Homes, Inc. are not subject to the use restrictions contained in Article X of the Declaration in connection with the sale of lots, the construction of improvements on such lots or in the Common Areas, the maintenance, improvements, repair and reconstruction of any portion of the Common Areas, or the performance of any other right or responsibility reserved in the Declaration.

Breton Bay Development Associates, its successors or assignees, and any Class B member designated by Breton Bay Development Associates together hold 540 votes in the Association until the number of Class A members reaches 135, or until December 31, 2001, or until Breton Bay Development Associates in its sole judgement converts Class B memberships to Class A memberships, whichever occurs first.

Breton Bay Development Associates has reserved the right to designate the three members of the Association's Board of Directors until such time as the Association's Class B membership is converted to Class A membership as provided above.

Breton Bay Development Associates has reserved the right at any time while it holds Class B membership in the Association to amend the Declaration and the other documents and instruments relating to the Association or the Breton Bay property when required to do so by the Federal National Mortgage Association, the Federal Home Loan Mortgage Association, the Veterans Administration, the Federal Housing Administration, or any other governmental or quasi- governmental agency. In addition, such amendment right has been reserved to comply with the requirements of any lender or title insurance company if the amendments in question do not adversely or materially affect the interests in the Breton Bay property of the owners or mortgagees of any lot.

Breton Bay Development Associates and its successors and assigns have reserved the right to unilaterally annex additional property to Breton Bay as described in paragraph 5 above.

PLEASE NOTE: Portions of the above are summaries of the Breton Bay Landing Documents included as part of the MHAA Information. Sylmar Homes, Inc. urges each Purchaser to refer to the Documents for the full legal definitions of all obligations, restrictions, and uses by which each Purchaser is bound.

Use of Property and Architectural Control Information for Breton Bay Landing

Any and all proposed changes to the appearance of all lots and houses within Breton Bay Landing must be submitted by the Lot owner, reviewed and approved by the Board of Directors or a designated Architectural Control Committee as stated within the Declaration. Changes include color changes to the exterior of a residence, any additions to a residence (such as a residential unit, decks, screened porches, sun rooms, etc.), construction of <u>any</u> structures on a lot (such as gazebos, pools, play equipment, etc.), changes in architectural features of a residence (including hardware additions or changes), etc.

Please note that the Declaration prohibits the following:

1. Construction of freestanding sheds in yards, and other specified structures;

2. Storage of boats, trailers, RV's, commercial vehicles in driveways, yards, or elsewhere in the community.

Please also note that fences will not be allowed on any lot within Breton Bay Landing while the Board of Directors is appointed by the Declarant, with the exception of certain fences to enclose swimming pools (fences around pools must be approved by the Board of Directors). When the Association is turned over to the homeowners, the Board of Directors elected by the homeowners will have the power to decide whether or not the community will allow the installation of fences within Breton Bay Landing.

The community of Breton Bay Landing was designed to preserve the attractive open vistas over the golf course and other nearby naturalized areas. The above structures and storage of vehicles have been prohibited to preserve these vistas and to maintain the attractive appearance of the community.

Please refer to the following Articles within the Declaration for specific information on the above and additional restrictions to the use and appearance changes allowed in Breton Bay Landing:

Article X, "Use of Property"
Article XI, "Architectural Control"

BYLAWS

OF

BRETON BAY LANDING HOMEOWNERS' ASSOCIATION, INC.

BYLAWS

OF

BRETON BAY LANDING HOMEOWNERS' ASSOCIATION, INC.

Table of Contents

ARTICLE I: *Name and Location* 1
Section 1. Name 1
Section 2. Principal Office 1

ARTICLE II: *Definitions* 1
Section 1. Definitions 1
Section 2. "the Articles" 1
Section 3. "the Declaration" 1
Section 4. "Member" 1

ARTICLE III: *Liquidation Rights* 1

ARTICLE IV: *Meetings Of Members* 2
Section 1. Annual Meetings 2
Section 2. Special Meetings 2
Section 3. Notice of Meetings 2
Section 4. Waiver of Notice 2
Section 5. Quorum 2
Section 6. Roster of Membership 2
Section 7. Proxies 2
Section 8. Conduct of Meeting 3
Section 9. Voting 3
Section 10. Requisite Approvals 3
Section 11. Votes by Mail 3
Section 12. Informal Action 4
Section 13. Rights of Mortgagees 4

ARTICLE V: *Board Of Directors* 4
Section 1. Number 4
Section 2. Term of Office 4
Section 3. Nomination 4
Section 4. Election 4
Section 5. Removal 5
Section 6. Compensation 5
Section 7. Regular Meetings 5
Section 8. Special Meetings 5
Section 9. Waiver of Notice 5
Section 10. Quorum 5
Section 11. Action without Meeting 5
Section 12. Powers 5
Section 13. Duties 7
Section 14. Rights of Mortgagees 8

ARTICLE VI: *Officers and Their Duties* 8
Section 1. Designation 8

Section 2. **Election of Officers** 8
Section 3. **Term** 8
Section 4. **Special Appointments** 8
Section 5. **Resignation and Removal** 8
Section 6. **Vacancies** 9
Section 7. **Multiple Offices** 9
Section 8. **Duties** 9
Section 9. **Agreements, Contracts, Deeds, Checks, etc** 9
Section 10. **Compensation of Officers** 9

ARTICLE VII: *Committees* 9

ARTICLE VIII: *Fines; Due Process* 10
Section 1. **Fines** 10
Section 2. **Hearing Procedure** 10

ARTICLE IX: *Bank Accounts; Loans* 11
Section 1. **Bank Accounts** 11
Section 2. **Loans** 11

ARTICLE X: *Books and Records* 12

ARTICLE XI: *Assessments* 12

ARTICLE XII: *Amendments* 12
Section 1. **Amendment** 12
Section 2. **Amendments by the Declarant** 12
Section 3. **Special Agency Approval** 12

ARTICLE XIII: *Miscellaneous* 12
Section 1. **Fiscal Year** 13
Section 2. **Invalidity** 13
Section 3. **Captions** 13
Section 4. **Gender and Number** 13
Section 5. **Conflict** 13

BYLAWS

OF

BRETON BAY LANDING HOMEOWNERS' ASSOCIATION, INC.

ARTICLE I

Name and Location

Section 1. **Name.** The name of the corporation is "**BRETON BAY LANDING HOMEOWNERS' ASSOCIATION, INC.**", hereinafter referred to as "the Association".

Section 2. **Principal Office.** The post office address of the principal office of the Association shall be 1410 Forest Drive, Suite 30, Annapolis, Anne Arundel County, Maryland 21403, but meetings of Members and directors may be held at such places within St. Mary's County, Maryland as may be designated by the Board.

ARTICLE II

Definitions

Section 1. **Definitions.** Throughout these Bylaws, words and terms used herein shall have the meanings set forth in the Articles or in the Declaration.

Section 2. "**the Articles**". "the Articles" means the Articles of Incorporation of the Association.

Section 3. "**the Declaration**". "the Declaration" means the Declaration of Covenants, Conditions, and Restrictions for Breton Bay Landing dated August 11, 1989, and recorded by Breton Bay Development Associates among the Land Records of St. Mary's County, Maryland in Liber 496, folio 412, as amended from time to time.

Section 4. "**Member**". "Member" and "Members" refer to those persons entitled to membership in the Association as provided in the Articles.

ARTICLE III

Liquidation Rights

In the event of any voluntary or involuntary dissolution of the Association under circumstances where the assets of the Association are not dedicated to a public agency or granted to a nonprofit corporation, association, trust or other organization as provided in the Articles, each Class A Member of the Association shall be entitled to receive out of the assets of the Association available for distribution to the Members an amount equal to that proportion of such assets which the number of Class A memberships held by such member bears to the total outstanding. For the purposes of this section only, in the event that, at the time of such dissolution, the Class B membership of the Association shall not yet have ceased and been converted to Class A Membership, a then Class B Member shall be deemed to be a Class A Member as to any Lot then owned by it. In the event that the Lot of any Owner shall be mortgaged, distributions in liquidation of the Association as prescribed by this section shall be made to the Owner and his mortgagee(s), as their interests may appear.

ARTICLE IV

Meetings Of Members

Section 1. **Annual Meetings.** The initial annual meeting of the Members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held in the same month of each year thereafter, at a date, time and place within St. Mary's County, Maryland selected by the Board.

Section 2. **Special Meetings.** Special meetings of the Members may be called at any time by the President, by the Board of Directors, or upon written request of the Owners of at least one-fourth (1/4) of the Lots.

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 the notice, postage prepaid, not less than fifteen (15) nor more than sixty (60) days before the meeting, to each Member, addressed to the Member's address last appearing on the books of the Association, or supplied by the Member to the Association for the purpose of notice. The notice shall specify the place, day and hour of the meeting. In the case of a special meeting, the notice shall state the purpose of the meeting. In lieu of mailing a copy of the notice as prescribed above, the Secretary or person authorized to call the meeting may provide the requisite notice by causing a copy of the notice to be hand delivered to the improvements on the Lot owned by any Member entitled to such notice.

Section 4. **Waiver of Notice.** Waiver of notice of a meeting of the Members shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Members, either before or after such meeting. Attendance at a meeting by a Member, whether in person or by proxy, shall be deemed a waiver by such Member of notice of the time, date, and place thereof, unless such Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed waiver of notice of all business transacted thereat unless objection to the calling or convening of the meeting of which proper notice was not given is raised before the business is put to a vote.

Section 5. **Quorum.** Except as otherwise provided in the Articles or these Bylaws, the presence at a meeting of Members or proxies entitled to cast one-tenth (1/10) of the votes of each class of the Membership shall constitute a quorum for any action. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 6. **Roster of Membership.** The Board shall maintain a current roster of the names and addresses of each Member to which written notice of meetings of the Members of the Association shall be delivered or mailed. Each Member shall furnish the Board with his name and current mailing address.

Section 7. **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. Except with regard to proxies given by or to Class B Members, every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot, by a written notice of revocation received by the Secretary, by the death of the Member, or by the passage of one hundred eighty (180) days after the date of making as stated thereon, whichever occurs first.

Section 8. **Conduct of Meeting**. The President or, in his absence, the Treasurer, shall preside over all meetings of the Members and shall count all votes taken thereat. The Secretary or, in his absence, such person as shall be designated by the presider, shall keep the minutes of the meeting and record in a Minute Book all resolutions adopted by the meeting as well as a record of all transactions occurring thereat. The most recently published edition of Roberts Rules of Order shall govern the conduct of all meetings of the Members when not in conflict with the Articles or these Bylaws.

Section 9. **Voting**. At every meeting of the Members, Class A Members shall have the right to cast one (1) vote for each Lot owned on each question. At such meetings, the Class B Members shall have the right to cast a total of five hundred forty (540) votes on each question, such votes to be exercised as provided in the Articles. The vote of the Members representing fifty-one percent (51%) of the total of the votes of the membership present at the meeting, in person or by proxy, calculated as aforesaid, shall be necessary to decide any question brought before such meeting, unless the question is one upon which, by the express provision of a law, the Articles, the Declaration, or these Bylaws, a different vote is required, in which case such express provision shall govern and control. Where the ownership of a Lot is in two or more persons and in the event of a dispute as to who can vote with respect to that Lot, the person who shall be entitled to cast the vote of the Members for that Lot shall be the person named in a certificate signed by all of the Owners of the Lot and filed with the Secretary. In the event all of the co-owners of any Lot who are present at any meeting of the Members are unable to agree on the manner in which the vote for such Lot shall be cast on any particular question, then such vote shall not be counted for purposes of deciding that question. In the event any Lot is owned by a corporation, then the vote for any such Lot shall be cast by a person designated in a certificate signed by the President or any Vice President of such corporation and attested by the Secretary or any Assistant Secretary of such corporation and filed with the Secretary of the Association. Any such certificate shall remain valid until revoked or superseded in writing. 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 presider at such meeting shall have no duty to inquire as to the authority of the person casting such vote or votes. No Class A member shall be eligible to vote, either in person or by proxy, or to be elected to the Board, who is shown on the books or management accounts of the Association to be more than sixty (60) days delinquent in any payment due the Association.

Section 10. **Requisite Approvals**. Wherever the approval or disapproval of the Members is required by law, the Articles, the Declaration, or these Bylaws, such approval or disapproval shall be made by the requisite number of the persons who would be entitled to vote at a meeting of the Members. Whenever in the Articles, the Declaration, or these Bylaws, any action is required to be taken by a specified fraction or percentage of each class of the Members of the Association, then votes with respect to such action shall be required to be taken by separate votes of the classes and such action can only be authorized by affirmative votes by the specified fraction or percentage of the votes of the then outstanding Class A Members of the Association and the specified fraction or percentage of the votes of the then outstanding Class B Members of the Association. Whenever in these Bylaws any action is required to be taken by a specified fraction or percentage of both classes of the then Members of the Association or a specified fraction or percentage of the then Members of the Association, then such action shall be required to be taken by a specified percentage of the votes of the then outstanding cumulative membership of the Association.

Section 11. **Votes by Mail**. Action may be taken by the Members upon a stated proposal or for the election of directors without a meeting upon a vote of the Members by mail in accordance with such reasonable procedures therefor as the Board shall prescribe and under its supervision.

Section 12. **Informal Action.** Any action required or permitted to be taken at a meeting of the Members also may be taken without a meeting if a unanimous written consent which sets forth the action is signed by each voting Member and filed with the Association Minute Book.

Section 13. **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 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 otherwise provided in 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 made to the presider in advance of the meeting, address the Members present at any such meeting. Such representative shall have no voting rights at any such meeting. Such representative shall be entitled to copies of the minutes of all meetings of the Members upon request made in writing to the Secretary.

ARTICLE V

Board Of Directors

Section 1. **Number.** Until the first meeting of the Association after the Class B membership shall cease and become converted to Class A membership, the number of directors, method of their selection, and term of their respective offices shall be as provided in the Articles. From and after the time of the first meeting of the Association which occurs after such time as the Class B membership shall cease and become converted to Class A membership, the affairs of the Association shall be managed and governed by a Board of Directors composed of five (5) members, all of whom shall be Members of the Association or employees, tenants, or immediate family members thereof.

Section 2. **Term of Office.** From and after the time of the first meeting of the Association which occurs after such time as the Class B membership shall cease and become converted to Class A membership, the term of office of each director shall be for two years and until the next meeting of the Board after his successor is elected and qualified; provided, however, that at such first meeting after such time as the Class B membership shall cease and be converted to Class A membership, a new election for all positions on the Board shall be held and those nominees receiving the three highest vote totals shall be elected to two year terms of office and those receiving the next two highest vote totals shall be elected to one year terms of office. Annual elections shall thereafter be held for only those directorships as for which terms shall expire in the year of the election.

Section 3. **Nomination.** Nomination of directors for election to the Board shall initially 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, and two or more other persons. The Nominating Committee shall be appointed by the President of the Association prior to each annual meeting of the Members, to serve until the close of the annual meeting. The Nominating Committee shall make as many nominations for election to the Board as it shall, in its discretion determine, but not less than the number of vacancies that are to be filled.

Section 4. **Election.** Except as provided in the Articles, election to the Board shall be by written ballot at the annual meeting of the Members of the Association. At the election each Member or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to

exercise under the provisions of the Articles. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

Section 5. **Removal.** From and after such time as the Class B membership shall cease and become converted to Class A membership, 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, pursuant to these Bylaws, 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 6. **Compensation.** No director shall receive compensation for any service he may render to the Association, as such. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 7. **Regular Meetings.** Regular meetings of the Board shall be held at least quarterly at such place and hour as may be fixed from time to time by resolution of the Board, without the necessity of further notice.

Section 8. **Special Meetings.** Special meetings of the Board shall be held when called by the President of the Association, or by any three directors, after not less than three (3) days' notice to each director given personally or by mail, telephone, or telegraph.

Section 9. **Waiver of Notice.** The transactions of any meeting of the Board, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (a) a quorum is present, and (b) either before or after the meeting each of the directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting shall also be deemed to have been given to any director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

Section 10. **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 at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 11. **Action without Meeting.** Any action of the Board required or permitted to be taken at any meeting may be taken without a meeting if a unanimous written consent which sets forth the action is signed by each director and filed with the Board's minutes of its proceedings.

Section 12. **Powers.** 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, by the Declaration, by the Articles, or these Bylaws directed to be exercised and done by the Members. The powers and duties of the Board shall include, but shall not be limited (subject at all times to the provisions of the Declaration, the Articles, and the other provisions of these Bylaws) to the following:

(a) provide for the care, upkeep, control and surveillance of the Common Areas, community facilities and services, and all other property of the Association, in a manner consistent with law and the provisions of these Bylaws, the Articles and the Declaration; and

(b) make assessments against Owners to defray the costs and expenses of the Association, establish the means and methods of collecting such assessments from the Owners, and establish the periods of the installment payments of the annual assessment for common expenses (unless otherwise determined by the Board, the annual assessments against each Owner for his proportionate share of the expenses of the Association shall be payable in equal monthly installments, each such installment to be due and payable in advance on the first day of each calendar month); and

(c) collect the assessments against the Owners, depositing the proceeds thereof in a depository which it shall approve, and use the proceeds to carry out the administration of the Association and its powers and duties hereunder; and

(d) adopt, publish and enforce Rules and Regulations governing (i) use of the Common Areas, including any improvement and amenities located thereon; (ii) additions, alterations, and improvements on or to the Lots; (iii) reasonable interpretation and construction of the provisions of the Declaration, the Articles, and these Bylaws; and (iv) such other matters as are specified as the subjects for such Rules and Regulations in the Declaration, the Articles or these Bylaws; and

(e) suspend the voting rights, and the right of use of any recreational facilities located on any Common Areas during any period in which the Member is in default in the payment of any assessment levied by the Association; these rights may also be suspended for a period not to exceed sixty (60) days for any infraction of published Rules and Regulations; and

(f) designate, hire and dismiss the personnel necessary for the maintenance, operation, repair and replacement of the Common Areas, and providing services for the Association, and, where appropriate, provide for the compensation of such personnel and for the purchase of equipment, supplies and material to be used by such personnel in the performance of their duties, which supplies and equipment shall be the property of the Association; and

(g) open depository accounts on behalf of the Association and designate signatories required therefor; and

(h) make contracts and guarantees, incur liabilities and borrow money and sell, mortgage, lease, pledge, exchange, convey, transfer, grant easements, rights-of-way, licenses, and other rights of use in, and otherwise dispose of, all or any part of the Common Areas and community facilities; and

(i) repair, restore or reconstruct all or any part of the Common Areas and community facilities after any casualty loss in a manner consistent with law and the provisions of these Bylaws, the Articles, and the Declaration; and

(j) make any addition, alterations or improvements to the Common Areas; provided, however, that if any such addition, alternation or improvements shall require an expense of Association funds in excess of Seven Thousand Five Hundred Dollars ($7,500.00), such addition, alteration or improvement shall only be authorized if approved by the affirmative vote of a majority of each class of the Members; and

(k) enforce by legal means the provisions of the Declaration, the Articles, these Bylaws and the Rules and Regulations adopted by it, and bring any proceedings which may be instituted on behalf of the Association; and

(l) as provided in the Declaration, employ a Management Agent, independent contractors, or other employees or contractors as it may deem necessary, and to prescribe their duties; and

(m) cause all officers or employees having fiscal responsibilities to be bonded, as required by the Declaration and as it may deem appropriate; and

(n) purchase such policies of insurance as shall be required by the Declaration or as may from time to time be considered appropriate by the Board including, without limitation, casualty insurance, public liability insurance, workmen's compensation insurance to the extent necessary to comply with any applicable law, so-called "legal expense indemnity insurance" affording protection

for the officers and directors of the Association for expenses and fees incurred by any of them in defending any suit or settling any claim or cause of action to which any such officer or director shall have been made a party by reason of his or her service as such, fidelity coverage and the like; and

(o) purchase Lots and to lease, mortgage or convey the same, subject to the provisions of these Bylaws, the Articles and the Declaration; and

(p) enter into agreements whereby the Association acquires leaseholds, memberships and other possessory or use interests in real or personal property for the purpose of promoting the enjoyment, recreation or welfare of the Members and to declare expenses incurred in connection therewith to be common expenses of the Association; and

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

(r) exercise any and all rights of the Association to approve the plans and specifications for any construction or architectural change upon the Property and the Lots thereof or to appoint an architectural review committee and to delegate to such committee such approval rights; and

(s) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the Members by other provisions of these Bylaws, the Articles, the Declaration, or applicable law.

Section 13. **Duties.** It shall be the duty of the Board to:

(a) keep a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such a statement is requested in writing by the holders of one-fourth (1/4) of the votes of the membership; and

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

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

(i) fix the amount of the annual maintenance assessment against each Lot not later than December 1st of the preceding year; and

(ii) send written notice of each annual maintenance assessment to every Owner subject thereto not later than December 1st of the preceding year and of each special assessment, at least thirty (30) days in advance of its due date; and

(iii) foreclose the lien against a Lot if the Owner thereof has not paid the assessment thereon within such time as the Board may determine, and/or bring an action at law against the Owner or other person personally obligated to pay the same; and

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

(e) keep books with detailed accounts in chronological order of the receipts and expenditures affecting the Common Areas and the administration of the Association specifying the maintenance

and repair expenses of the Common Areas and any other common expenses incurred. All books and records shall be kept in accordance with good and accepted accounting practices, and the same shall be audited at least once a year by an outside auditor employed by the Board who shall not be a resident of the Property, or an Owner of a Lot therein. The cost of such audit shall be a common expense of the Association.

Section 14. **Rights of Mortgagees.** Any institutional mortgagee of any Lot who desires notice of the regular and special meetings of the Board 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 regular and special meetings of the Board 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 regular or special meeting of the Board to each such institutional mortgagee, in the same manner, and subject to the same requirements and limitations, as are otherwise provided in this article for notice to the members of the Board. Any such institutional mortgagee shall be entitled to designate a representative to attend any regular or special meeting of the Board and such representative may participate in the discussion at any such meeting and may, upon his request made to the Chairman in advance of the meeting, address the members of the Board present at any such meeting. Such representative shall be entitled to copies of the minutes of all meetings of the Board upon request made in writing to the Secretary.

ARTICLE VI

Officers and Their Duties

Section 1. **Designation.** The principal officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, all of whom shall be elected by the Board. Prior to the lapse of all of the Class B memberships as provided in the Articles, the officers of the Association need not be Members of the Association. Thereafter, except for the President and the Vice President, the officers of the Association need not be Members of the Association.

Section 2. **Election of Officers.** The election of officers shall take place at the first meeting of the Board and thereafter at the first meeting of the Board following each annual meeting of the Members.

Section 3. **Term.** The officers of this Association herein specified 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 be disqualified to serve.

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

Section 5. **Resignation and Removal.** Any officer may be removed from office, with or without cause, by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of the notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of the 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 the vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. **Multiple Offices.** The President and the Treasurer shall not be the same person. The Secretary and the Treasurer may be the same person.

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

President

(a) The President shall preside at all meetings of the Members and of the Board and see that orders and resolutions of the Board are carried out. The President shall have authority to sign all leases, mortgages, deeds and other written instruments.

Vice President

(b) The Vice President shall act in the place and stead of the President in the event of the President's absence or inability or refusal to act, and shall have such other duties as may be delegated to him from time to time by the Board or the President.

Secretary

(c) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; 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 perform such other duties as required by the Board.

Treasurer

(d) The Treasurer shall receive and deposit in appropriate depository accounts all monies of the Association and disburse these funds as directed by resolution of the Board; keep proper books of account; cause an annual audit of the Association books to be made at the completion of each fiscal year; and prepare an annual budget and a statement of income and expenditures to be presented to the Members at their regular annual meeting, and deliver a copy of each to the Members requesting the same.

Section 9. **Agreements, Contracts, Deeds, Checks, etc.** All agreements, contracts, checks, and other instruments of the Association requiring an expenditure or imposing an obligation of $2,000.00 or more shall be executed by any two officers of the Association or by such other person or persons as may be designated by the Board. All agreements, contracts, checks or other instruments requiring an expenditure or imposing an obligation of less than $2,000.00 may be executed by any one officer of the Association or by such other person or persons as may be designated by the Board.

Section 10. **Compensation of Officers.** No officer shall receive any compensation from the Association for acting as such.

ARTICLE VII

Committees

The Board shall appoint such committees as deemed appropriate in carrying out the purposes of the Association.

ARTICLE VIII

Fines; Due Process

Section 1. **Fines.** The Board shall have the express power to impose a fine of not more than $200.00 for each initial violation or $400.00 for each repeated violation by an Owner or a tenant, guest, or member of the family of an Owner, of the Declaration, or the Rules and Regulations. Fines for violations by a member of an Owner's family or his tenants or guests shall be imposed on such Owner; and, for the purposes of this section, each day any such violation continues shall be deemed to be a separate such violation. Any fine imposed by the Board for a violation of the Declaration or the Rules and Regulations shall be a lien levied against the Owner's Lot as of the day of the imposition of the fine, and may be foreclosed in the manner provided for the foreclosure of liens for assessments. Any such lien for the payment of a fine shall be subject to the provisions of Section 14 of Article XII of the Declaration as if such lien were a lien for a regular assessment.

Section 2. **Hearing Procedure.** The Board shall not impose a fine, suspend voting, or infringe upon any other rights of a Member or other resident of the Property for violations of the Declaration or the Rules and Regulations unless and until the following procedure is followed:

(a) **Demand.** Written demand to cease and desist from an alleged violation shall be provided to the alleged violator specifying:

(i) the alleged violation;

(ii) the action required to abate the violation; and

(iii) a time period, not less than ten (10) days, during which the violation may be abated without further sanction, if such violation is a continuing one, or a statement that any further violation of the same rule may result in the imposition of a sanction after notice and hearing if the violation is not continuing.

(b) **Notice.** At any time within twelve (12) months of such demand, if the violation continues past the period allowed in the demand for abatement without penalty or if the same rule is subsequently violated, the Board or its delegate shall provide the violator by hand-delivered notice or first class mail with written notice of a hearing to be held by the Board in executive session. The notice shall contain:

(i) the nature of the alleged violation;

(ii) the time and place of the hearing, which time shall not be less than ten (10) days from the giving of the notice;

(iii) an invitation to attend the hearing and produce any statement, evidence, and witness on his behalf; and

(iv) the proposed sanction to be imposed.

(c) **Hearing.** The hearing shall be held by the Board pursuant to this notice. The alleged violator shall have the right to be present at this hearing and to present evidence. The hearing shall be held in executive session and shall afford the alleged violator a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of notice and the invitation to be heard shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, director, or agent who delivered such notice. The notice requirement shall be deemed

satisfied if the alleged violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.

(d) **Corrective Action by the Association.** Notwithstanding the other provisions of this Section 2, actions by the Declarant, the Board, the Association, or any of the Association's officers, agents, employees, or managers pursuant to rights reserved, granted, or established in the Declaration, including, without limitation, the right to cure any condition which may increase the possibility of fire or other hazard and to abate any violation of any provision of the Declaration or any of the duly adopted Rules and Regulations of the Association shall not be deemed to be an infringement upon any rights of a Member.

ARTICLE IX

Bank Accounts; Loans

Section 1. **Bank Accounts.** Such officers or agents of the Association as from time to time shall be designated by the Board shall have authority to deposit any funds of the Association in such depositories, banks or trust companies as shall from time to time be designated by the Board and such officers or agents as from time to time shall be authorized by the Board may withdraw any or all of the funds of the Association so deposited in any such depositories, bank or trust company, upon checks, drafts or other instruments or orders for the payment of money, drawn against the account or in the name or behalf of this Association, and made or signed by such officers or agents; and each bank or trust company with which funds of the Association are so deposited is authorized to accept, honor, cash and pay, without limit as to amount, all checks, drafts or other instruments or orders for the payment of money, when drawn, made or signed by officers or agents so designated by the Board until written notice of the revocation of the authority of such officers or agents by the Board shall have been received by such depository, bank or trust company. There shall from time to time be certified to the banks or trust companies in which funds of the Association are deposited, the signature of the officers or agents of the Association so authorized to draw against the same. In the event that the Board shall fail to designate the persons by whom checks, drafts and other instruments or orders for the payment of money shall be signed, as hereinabove provided in this section, all of such checks, drafts and other instruments or orders for the payment of money shall be signed by the President and countersigned by the Secretary or Treasurer of the Association.

Section 2. **Loans.** Such officers or agents of the Association as from time to time shall be designated by the Board shall have authority to effect loans, advances or other forms of credit at any time or times for the Association from such banks, trust companies, institutions, corporations, firms or persons as the Board shall from time to time designate, and as security for the repayment of such loans, advances, or other forms of credit to assign, transfer, endorse and deliver, either originally or in addition or substitution, any or all stocks, bonds, rights and interests of any kind in or to stocks or bonds, certificates of such rights or interests, deposits, accounts, documents covering merchandise, bills and accounts receivable and other commercial paper and evidences of debt at any time held by the Association for such loans, advances or other forms of credit to make, execute and deliver one or more notes, acceptances or written obligations of the Association on such terms, and with such provisions as to the security or sale or disposition thereof as such officers or agents shall deem proper; and also to sell to, or discount or rediscount with, such banks, trust companies, institutions, corporations, firms or persons any and all commercial paper, bills receivable, acceptances and other instruments and evidences of debt at any time held by the Association, and to that end to endorse, transfer and deliver the same. There shall from time to time be certified to each bank, trust company, institution, corporation, firm or person so designated the signatures of the officers or agents so authorized; and each such bank, trust company, institution, corporation, firm or person is authorized to reply upon such certification until written notice of the revocation by the Board of the authority of such officers or agents shall be delivered to such bank, trust company, institution, corporation, firm or person.

ARTICLE X

Books and Records

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

ARTICLE XI

Assessments

As more fully provided in the Declaration, each Owner is obligated to pay to the Association assessments which are secured by a continuing lien upon the Lot against which the assessment is made. If the assessment is not paid on the due date, the assessment shall bear interest from the date of delinquency at such legal rate as may be specified by the Board, and the Association may bring an action at law against the Owner personally obligated to pay the same and/or foreclose the lien against the Lot, and the interest, costs, and reasonable attorneys' fees of any such action shall be added to the amount of such assessment lien. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his Lot.

ARTICLE XII

Amendments

Section 1. **Amendment.** These Bylaws may be amended by an affirmative vote of at least two-thirds (2/3) of the members of the Board of the Association.

Section 2. **Amendments by the Declarant.** Notwithstanding, and in addition to, any other provisions of these Bylaws, the Declarant shall have the right, to be exercised in its sole discretion without the consent of any other person, at any time and from time to time while it owns any Class B Membership, if so required by the FNMA, the FHLMC, the VA, the FHA or any other governmental or quasi-governmental agency, to amend, modify or add to the provisions of these Bylaws and the other documents and instruments relating to the Association or the Property as need therefor be made. Such right also is reserved to comply with the requirements of any lender or title insurance company, provided such amendments, modifications or additions made pursuant to the requirements of any lender or title insurance company do not adversely or materially affect the interest in the Property of the Owners or mortgagees of any Lots.

Section 3. **Special Agency Approval.** As long as there is a Class B membership, annexation of additional properties, dedication of common Area, and amendment of these By-laws will require prior approval of the Federal Housing Administration or the Veterans Administration.

ARTICLE XIII

Miscellaneous

Section 1. **Fiscal Year.** The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation and end on December 31st of that year.

Section 2. **Invalidity.** The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these Bylaws.

Section 3. **Captions.** The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these Bylaws, or the intent of any provisions thereof.

Section 4. **Gender and Number.** The use of the masculine gender in these Bylaws shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

Section 5. **Conflict.** These Bylaws are subordinate and subject to all provisions of the Declaration and to the provisions of the Articles. In the event of any conflict between these Bylaws and the Declaration, the provisions of the Declaration shall control; and in the event of any conflict between these Bylaws and the Articles, the provisions of the Articles shall control.

CHESTNUT HILLS HOMEOWNERS' ASSOCIATION, INC.

AMENDMENT TO DISCLOSURES PURSUANT TO THE MARYLAND HOMEOWNERS ASSOCIATION ACT

May 16th, 1997

(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: Joel K. Mostrom
P.O. Box 1700
14th and Lee St.
West Point, Virginia 23181

RECORDING FEE 15.00
TOTAL 15.00
Rec# SMBE Rcpt # 16139
EMA LP Blk # 304
Jun 05, 1997 04:23 PM

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 **86** 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.

RETURN TO:
NAME: SMA
ADDRESS:
DEM

(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 **23 to 36** 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) 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 **$20,934.00** 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.

ATTEST

_____

DECLARANT
DELMARVA PROPERTIES, INC.

By: _____ (SEAL)
Joel K. Mostrom, President

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

I HEREBY CERTIFY that on this 16 day of May, 1997, 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. Collier
Notary Public
My Commission Expires: 2/28/98

Bryan-pc\forms\HOA\CHSTNUTH.ILL\Chestnut Hill Annexation Amendment-Section 5.doc

THIRTIETH ANNEXATION AMENDMENT
to
Declaration of Covenants, Conditions and Restrictions
of
SYCAMORE HOLLOW OF WILDEWOOD ASSOCIATION, INC.

This THIRTIETH ANNEXATION AMENDMENT, (the "Thirtieth Annexation"), made this 6th day of June, 1997, 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

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").

Rec# 5403 Rcpt # 28729
EWA TLG Blk # 437

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.

Jun 06, 1997 03:05 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 Thirtieth 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:

RECORDING FEE 15.00
TOTAL 15.00

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 Seventeen, Lots 103, 104 and 105, Sycamore Hollow of Wildewood, recorded in the plat records of St. Mary's County, Maryland in Plat Liber E.W.A. 43 at Folio 016 and including, but not limited to Lots 103, 104 and 105.

Rec# 5403 Rcpt # 28729

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.

EWA TLG Blk # 438
Jun 06, 1997 03:11 PM

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

ATTEST:

Cynthia W. Greb
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 6th day of June, 1997, 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 Thirtieth Annexation Amendment to Declaration, and that he is authorized to execute the said Thirtieth Annexation Amendment to Declaration on behalf of the Corporation, and that the said Thirtieth Annexation Amendment to Declaration is the act of Paragon Builders, Inc. and that said Thirtieth 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: 4-22-99

ORIGINAL PLAT EXECUTED BY ALL PARTIES & RECORDED AMONG THE LAND

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: PDR 4.28
7) All lots restricted to one point access to the County Right-of-Way.
8) PRIVATE DRIVEWAY: Pimento Lane shall serve as a common driveway to Mimosa Court for Lots 103, 104, 105, 107, and 108, 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 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. Above referenced lots are to be served by 1 (one) R-30 Multiple Driveway Entrance, as per the 1989 Wildewood Planned Unit Development Amendment, as approved. The Developer shall be responsible for the installation/bonding of the multiple driveway entrance prior to the recording of this plat.
9) Pimento Lane also to serve as an 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, telephones, 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.

Notwithstanding 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 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. 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, 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.W.A. 935 at Folio 682. 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.

BOOK 0034 PAGE 0072

Edmund W. Wellengel, President ____ Date ____

Cynthia W. Osk, Secretary ____ Date ____

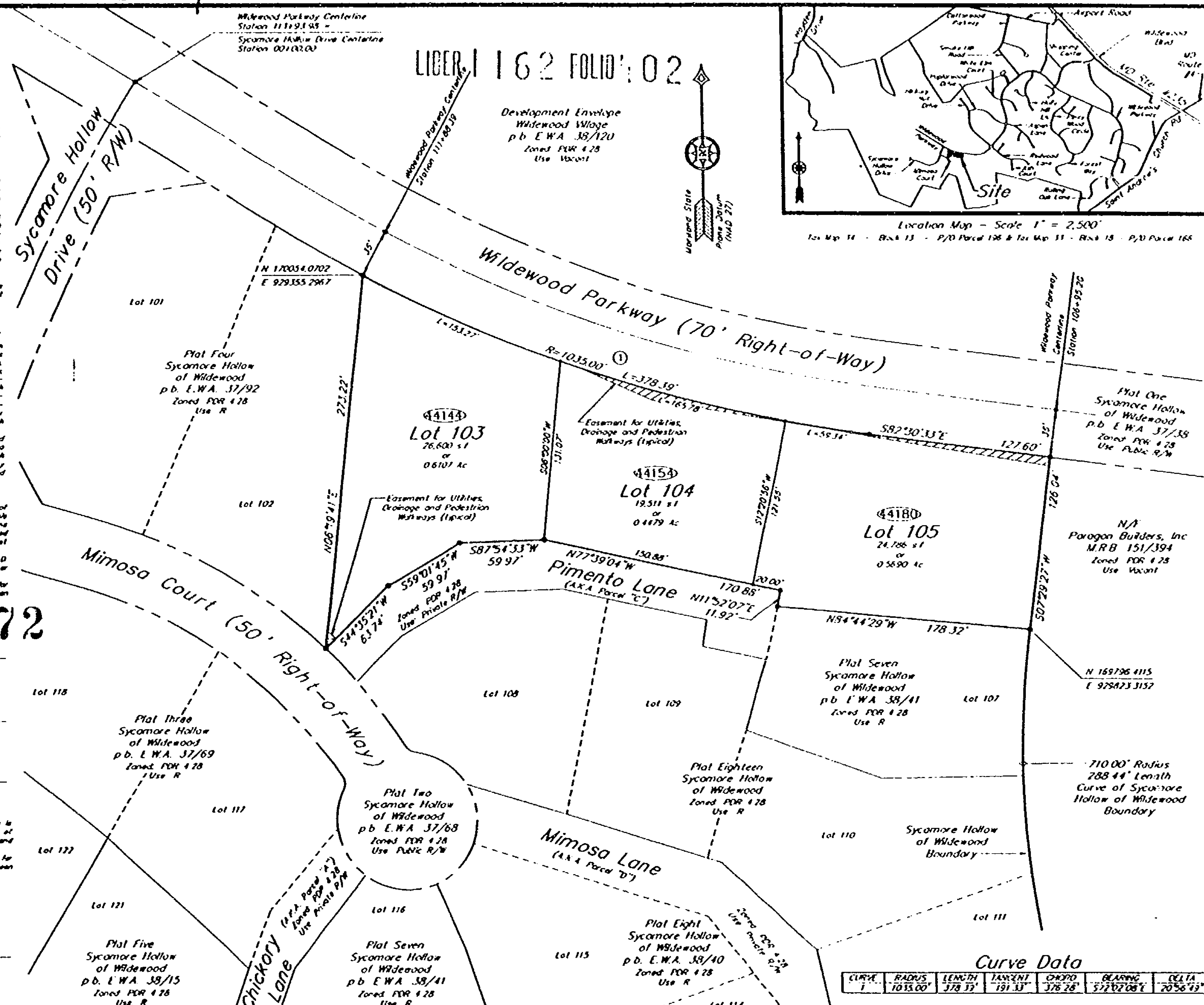
First Union National Bank of Virginia, N.A.
James A. Kenney III, Esquire, Special Trustee for Plat Execution ____ Date ____

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 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 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 ____



Metropolitan Commission	Department of Public Works	Planning and Zoning
Date	Date	Date
Director	Director	Director
	Health Department	P.C. Chairman
	Date	Case File Number: 91-1132
	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) 863-7160

Plat Seventeen
Lots 103, 104, & 105
SYCAMORE HOLLOW
of WILDEWOOD
Third & Eighth Election Districts
St. Mary's County, Maryland

SH-17

EXHIBIT "A"

RECORDS FOR ST. MARY'S CO., MARYLAND E.W.A.: 43 @ 016 5.29.97

LIBER 1166 FOLIO591 BOOK 0004 PAGE 0073

DECLARATION

OF

COVENANTS, CONDITIONS AND RESTRICTIONS

IMP FD SURE $ 2.00

THIS DECLARATION, made this 20th day of June, the year One Thousand Nine Hundred Ninety-Seven by J. LAURENCE MILLISON, a resident of St. Mary's County, Maryland, hereinafter referred to as "DECLARANT".

RECORDING FEE 75.00
TOTAL 77.00
Rec# 5483 Rcpt # 21185
EWA PL Blk # 1409

W I T N E S S E T H:

WHEREAS, Declarant is the owner of that certain tract or parcel of land in the Second Election District of St. Mary's County, Maryland, containing 25.706 acres, more or less, as shown on the plat entitled "Christmas Hill Minor Subdivision", prepared by Norris, Gass & Ocker Engineering, Inc., and recorded among the Land Records of St. Mary's County, Maryland in Plat Liber E.W.A. No. 40, folio 83, hereinafter the "Plat"; and

Jun 20, 1997 12:36 PM

WHEREAS, Declarant intends to convey the five (5) individual dwelling Lots shown on the Plat subject to certain protective covenants, conditions, restrictions, reservations and easements as hereinafter set forth.

RECORDING FEE 50.00
TOTAL 50.00

NOW, THEREFORE, Declarant hereby declares that the tract or parcel of land described above and hereinafter called the "Property" or "CHRISTMAS HILL" shall be held, sold and conveyed subject to the following Covenants, Conditions, Restrictions, Reservations and Easements for the purpose of enhancing the value, desirability and attractiveness of the Property and each Lot thereon. These Covenants, Conditions, Restrictions, Reservations and Easements shall run with the land and be binding upon and inure to the benefit of all parties having or acquiring any right, title or interest in the Property or any part thereof, and their personal representatives, successors and assigns, in perpetuity, except as hereinafter limited.

Rec# 5483 Rcpt # 21185
EWA PL Blk # 1410

Jun 20, 1997 12:43 PM

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to

Christmas Hill Homeowner's Association, Inc., a non-stock Maryland corporation.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any of the 5 Lots shown on the Plat, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation.

Section 3. "Plat" shall mean and refer to that plat of subdivision prepared by Norris, Gass & Ocker Engineering, Inc., entitled "Christmas Hill Minor Subdivision", and recorded among the Land Records of St. Mary's County, Maryland in Plat Liber E.W.A. No. 40, folio 83.

Section 4. "Property" shall mean and refer to that certain tract or parcel of land containing 25.706 acres, more or less, shown on the plat, as Lots 1, 2, 3, 4 & 5, and Parcel A, excluding Outlot A.

Section 5. "Common Area" shall mean and include all real property (including improvements thereto) owned by the Association for the common use and enjoyment of the Owners. The Common Area shall be all of the property hereinabove described with the exception of the Lots and any roads, driveways, parking and other areas dedicated or conveyed to and accepted by St. Mary's County. The Common Area contains 19.443 acres, more or less, designated "Parcel A" on the Plat.

SUBJECT, HOWEVER, to the right of Declarant to lay, install, construct, place and maintain on, over, or under the Common Area, or any portion thereof, pipes, mains, conduits, drains, lines, and other facilities for water, storm sewer, sanitary sewer, gas, electric, telephone, cable television and other utilities to provide adequate service to any Lot on the Property or on other lands contiguous to or in the vicinity of the Property, together with the right and privilege of entering upon the Common Area for such purposes and making openings and excavations; provided that, subject to any required change in grade, the ground shall be restored and left in good condition;

all reserved by Declarant for himself, his personal representatives and assigns, including St. Mary's County, and any utility company, to whom Declarant may grant, convey, transfer, set over and assign the same, or any part thereof.

Section 6. "Lot" shall mean and refer to a specific identifiable, and bounded portion or subdivision of the Property, including a single family dwelling to be erected thereon. The location and boundaries of each Lot are as shown and designated on the Plat.

Section 7. "Declarant" shall mean and refer to J. Laurence Millison, his personal representatives and assigns to whom Declarant shall (i) convey any or all of his right, title and interest in the Property, as an entirety, without reservation of any kind, or (ii) transfer and assign any or all of his right, powers and interest under this Declaration.

ARTICLE II

PROPERTY RIGHTS

Section 1. OWNER'S EASEMENT OF ENJOYMENT: Each Owner shall have a right and easement of enjoyment, in common with other Lot Owners, in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following restrictions:

(a) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid;

(b) the right of the Association, in accordance with its Charter and By-Laws, to borrower money for the purpose of maintaining and improving the Common Area, however the lien of any mortgage thereon shall be subordinate to the rights of the Owners.

Section 2. EASEMENTS AND RESTRICTIONS LOTS 3, 4, 5: The Owners of Lot 4 and Lot 5 shall have a perpetual right and easement in common with each other and the Owner of Lot 3 to cross over that portion of Lot 3 which abuts the easterly

boundary lines of Lots 4 and 5 for pedestrian ingress and egress between Lots 4 and 5 and Parcel A. No structure, fencing or obstruction may be built or installed in that part of Lot 3 which abut the 137.19 foot line of Lot 4 and the 105.93 foot line of Lot 5.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS: Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made. Each assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the Owner of the Lot at the time the assessment is due.

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 Lots, and for the improvement and maintenance of the Common Area, to pay any taxes thereon, and to keep the Common Area free of ice, snow, dirt and litter.

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 One Thousand Two Hundred Dollars ($1,200.00) per Lot.

(a) 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 by not more than five percent (5%) above the maximum assessment for the previous year without a vote of the membership.

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

(c) The Board of Directors shall fix the 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 purposes of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the members who are voting in person or by proxy at a meeting duly called for these purposes.

Section 5. NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTIONS 3 AND 4: Written notice of any meeting called for the purpose of taking any action authorized under Section 3 and 4 shall be sent to all members not less than thirty (30) days, nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of member or of proxies entitled to cast sixty percent (60%) of all the votes of the 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 require quorum at the subsequent

meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. UNIFORM RATE OF ASSESSMENT: Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS AND 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 to the Association. 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 each Lot Owner. 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 twelve percent per annum. The Association may suspend the voting rights for any period during which an assessment against the Lot remains unpaid, and may bring an action pursuant to the Maryland Contract Lien Act in order to establish a lien against the Lot for nonpayment and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot. 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: The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first 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 or any proceeding or transfer in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

ARCHITECTURAL CONTROL

Section 1. No structure shall be erected until the plans and specifications showing the nature, kind, shape, height, width, length, materials, color and location have been submitted to and approved in writing by an Architectural Control Committee (the "Architectural Committee") composed of three (3) members appointed by Declarant. Initially the members of the Architectural Committee shall be Rachelle Millison, Eugene L. Kopp and Michael Kogut, A.A.I.

In the event of death or resignation of a member of the Architectural Committee, Declarant shall select a replacement member. In the event Declarant fails to name a new member within thirty (30) days of said vacancy, the remaining members shall select a replacement member.

Section 2. Before commencement of construction, each Lot Owner shall present the plans and specifications (including grading and location plans) to the Architectural Committee, together with a non-refundable review fee of $150.00. The plans and specification shall conform to the Construction Standards and Guidelines for Christmas Hill. The Architectural Committee shall have the right to refuse to approve any plans and specifications, or grading and location plans which do not conform to the provisions hereof, or which, in its opinions, for esthetics or other reasons, are not compatible with the overall development of

CHRISTMAS HILL as contemplated by this Declaration. In passing upon the plans, specifications, or grading and location plans, it shall have the right to take into consideration the suitability of the proposed building or other structure, and of the materials, of which it is built to the site upon which it is proposed to be erected and the harmony thereof with the surroundings. In the event of the failure of an Owner of any Lot to obtain the required prior written approval of plans, specifications, location and grading as established in this paragraph, the Owner hereby agree to reimburse Declarant or its assigns for all costs and expenses to which it may be put as a result of said failure, including, but not limited to court costs and attorney's fees. Any dwelling constructed on a Lot shall be completed in every exterior detail within twelve (12) months from the date of the beginning of construction.

ARTICLE VI

USE RESTRICTIONS

Section 1. Lots as shown on the Plat shall be used for private residential purposes only and no dwelling shall be erected, altered, placed or permitted to remain on any Lot other than one detached dwelling designed for single-family occupancy. Single-family occupancy shall not be construed to prevent the erection of a dwelling with an attached apartment or living area for use by members of the Owner's family. Nothing herein contained shall prevent the use of part of a Lot as a right of way for use by other Lots within the Property.

Section 2. No building, swimming pool, pool house, tennis court or other type game facility, structure, shed, awning, porch, porch covering, green house, breezeway, garage, driveway, hedge, planting, landscaping, fence, wall or other structure shall be commenced, erected, altered or maintained on any Lot, nor shall any addition thereto (including awnings and screenings), or change or alteration therein (including any retreatment by painting or otherwise of any exterior part) be made until the plans and specifications are first approved by the

Architectural Committee as herein provided. No structure built on any Lot shall have any part of its exterior painted, repainted, covered or in any way modified unless the color and modification or covering is first approved by the Architectural Committee.

Section 3. Each dwelling shall be situated on the Lot at a location within the building restriction lines approved by the Architectural Committee and shall contain a minimum finished floor area, exclusive of garage, basement, and open or enclosed porches, of:

(1) a one story dwelling (ranch house) - 2400 square feet above grade;

(2) a multi-level dwelling - 3200 square feet for the first floor level and a minimum total finished floor area of 3000 square feet above grade;

No dwelling shall exceed three stories or be more than 48 feet in height. For good cause only, the Architectural Committee shall have the right to waive the height limitation or floor area requirement, but in no event shall any dwelling contain less than 2400 square feet of finished floor area or be more than 48 feet in height. No cement, cinder or other block or unfinished concrete walls shall be visible above the finished grade on any dwelling or garage. No dwelling shall be constructed with aluminum siding. Roof materials shall be either (i) wood shake, (ii) tile, (iii) slate, (iv) flat-builtup, (v) standing seam metal-painted, or (vi) other similar roofing materials approved by the Architectural Committee. All lots with completed dwellings and garages shall have a hard surfaced driveway, the edge of which shall be a minimum of five feet from adjoining Lot lines. All driveways shall be constructed of bituminous concrete (macadam), concrete, interlocking concrete pavers or patterned concrete in a similar design, brick or brick pavers, with a minimum two inch compacted thickness on a six inch stone base. The area between the front of the dwelling and pristine way shall

be kept only as a lawn and for the planting of decorative shrubbery.

Section 4. No building, garage, porch, deck or other structure shall be built, erected or located on any Lot nearer outside the building restriction lines of each Lot as shown on the Plat.

Section 5. No structure of a temporary character, such as, but not limited to, a trailer, shack, or tent, shall be placed or used on any Lot as a residence or for storage or as any auxiliary building, either temporarily or permanently, except that a temporary structure may be placed or used thereon if used and operated solely in connection with the construction of permissible permanent improvements; provided, however, that such temporary structure shall be removed within thirty (30) days after completion of the construction of the permissible permanent improvements, and provided, further, that such structure shall be removed within a period of twelve (12) months from the date of commencement of construction.

Section 6. No landscaping, fence, wall, hedge or shrub shall be erected, planted, or constructed upon any Lot, without the prior approval of the Architectural Committee. The condition of all Lots shall be maintained in such a manner as to allow proper drainage and avoid erosion of the soil. Vegetation and grass shall be tended and not permitted to grow in a wild or unsightly manner.

Section 7. Decks, porches and stoops shall be constructed from deck level up of finished materials to match the dwelling house. Substructures and decking may be of unfinished treated wood. Greenhouse additions shall be constructed of finished wood framing or a prefinished metal consistent with the exterior color scheme of the dwelling.

Section 8. No exterior clothesline or hanging device shall be placed upon any Lot.

Section 9. A storm door shall not be installed on the main entrance doorway on the dwelling. Storm doors on other

doorways shall be either wood or white, black or brown aluminum, contain no grills of any kind, be painted the color of trim, and be of the type color and design approved by the Architectural Committee prior to installation.

Section 10. A television or other type antenna or aerial, or a satellite dish, not exceeding two feet in diameter, may be erected only on the part of the Lot to the rear of the dwelling house.

Section 11. No boats, cradles, or trailers may be parked on any Lot or any other part of the Property.

Section 12. No motor vehicle, except as may be classified as passenger cars, station wagons, sport utility vehicle, or multi-purpose vehicle and which are licensed and in working order, shall be parked or otherwise kept or located on any Lot. No motor vehicle may be operated or driven in a manner that creates excessive or unusual noise. No campers, motor homes or tent vehicles may be parked or kept on any Lot, except those stored in a garage. No motorcycles, all terrain vehicles, go-carts or similar vehicles may be operated on any Lot or any part of the Property.

Section 13. No noxious, offensive, or illegal activity shall take place upon any Lot or any other part of the Property, nor shall anything be done that may be or may become an annoyance or nuisance.

Section 14. Declarant, his personal representatives and assigns, reserves the right to waive such portion of the protective covenants placed on the Property as Declarant deems necessary or in the best interest of the development as determined by Declarant. All waivers shall be in writing and a copy thereto shall be filed with the Architectural Committee and a copy thereof shall be available to all Lot Owners upon request. Declarant also reserves the right to change building setback lines and to alter lot lines between Lots owned by Declarant.

Section 15. During the Sales Period no signs may be displayed except those erected by Declarant. Thereafter, no

signs may be erected or be displayed on any Lot, or any other part of the Property without the prior written approval of the Architectural Committee.

Section 16. No animals, livestock or poultry of any kind shall be kept, raised, or bred on any Lot, except that dogs, cats or other domesticated household pets, not in excess of two (2), may be kept, provided that they are not kept, bred, or maintained for a commercial purpose. No dog house or other type of pet shelter may be erected or maintained on a Lot or any part of the Property which is visible from Pristine Drive. No pet is to be permitted to leave its Lot, unless it is on a leash or otherwise under control. No pet shall be allowed to disturb the neighborhood by causing unreasonable noise or odors, by littering, or by chasing or bothering persons or cars.

Section 17. No Lot or any part of the Property shall be use or maintained as a dumping ground. Rubbish, trash, garbage an other waste shall only be kept in sanitary containers which may be placed outside the dwelling only on collection days. All equipment for the storage or disposal of such materials shall have a tight fitting lid and be kept in a clean and sanitary condition and out of sight.

Section 18. No radio transmitter shall be operated on any Lot. Nor shall any electromagnetic or any other kind of radiation be generated from any Lot unless it causes no interference, either with the reception of electromagnetic or other radiation by an Owner or with the health, safety, or convenience of an Owner.

Section 19. No incinerator shall be installed or operated and leaves or trash may not be burned on any Lot or any part of the Property.

Section 20. No excavations shall be made except to install or repair pipes, tanks, cables, or other equipment or devices which service the Lot and upon completion of the installation or other work the Property must be restored to its former state.

Section 21. No Lot shall be split, divided, or sub-divided for sale, resale, gift, transfer or otherwise after acquisition from Declarant. With respect to Lots while owned by Declarant, Declarant expressly reserves the right to further subdivide, to alter property lines, to alter setback lines and to otherwise revise the Plat in any respect, subject to applicable County regulations and requirements.

Section 22. Mail boxes shall be located within five (5) feet of the driveway toward the center of the front property line and within three (3) feet of the road paving. Mailbox size shall be U.S. Postal size #1-1/2 installed according to U.S. Postal specifications on posts installed pursuant to the Construction Standards and Guidelines for Christmas Hill.

ARTICLE VII

EASEMENTS

Easements for the installation and maintenance of utilities and drainage facilities, cable television and for other public purposes and access to the Property are reserved as shown on the Plat or as may be required, necessary or desirable to be recorded or given prior to the date hereof or subsequent hereto. In addition thereto, public utility companies shall have the right to place upon the Lots at such locations as may be deemed necessary, electric transformers, transformer pads, telephone pedestals and cable television pedestals. Within the easement areas, structures, plantings or other materials which may damage or interfere with the installation and maintenance of utilities and access thereto shall not be placed or permitted to remain.

ARTICLE VIII

PROVISIONS GENERAL

Section 1. Enforcement. Declarant or any Lot Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, charges and liens now or hereafter imposed in accordance with the provisions of this Declaration. Failure to enforce any restriction, condition, covenant, reservation, charge or lien

shall not be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of the restrictions, conditions, covenants, reservations, charge or lien by judgment, court order, or otherwise, shall not affect any of the other provisions hereof which shall remain in full force and effect.

Section 3. Termination. This Declaration shall become void and of no effect on September 29, 2034, unless during the twelve (12) month period prior thereto at least a majority of all Owners (on a one vote per Lot basis) agree to an extensions for ten (10) years. In like manner, subsequent ten-year extensions may be effected by similar Owner action during the year proceeding each new termination date.

Section 4. Amendment. At any time after June 1, 2037, this Declaration may be amended or modified by a majority vote of all Owners (on a one vote per Lot basis), provided that at least that many Owners sign the instrument of amendment or modification and record it among the land records of St. Mary's County.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be properly executed, under seal, on the day and year first above written.

WITNESS:

J. Laurence Millison (SEAL)

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

I HEREBY CERTIFY that on this 20th day of June, 1997, before me, the undersigned officer, personally appeared J. Laurence Millison, who made oath in due form of law that the matters set forth in the foregoing Declaration of Covenants, Conditions and Restrictions are true and correct to the best of

his knowledge and belief and further acknowledged it to be his act and deed.

Notary Public

My Commission Expires: 5-1-2001

Mail to: Thomas J. Doud, Jr., Esquire
233 E. Redwood Street
Baltimore, Maryland 21202

R19130.122

LIBER 1175 FOLIO 448

BOOK 0004 PAGE 0088

THIRTY-FIRST ANNEXATION AMENDMENT
to
Declaration of Covenants, Conditions and Restrictions
of
SYCAMORE HOLLOW OF WILDEWOOD ASSOCIATION, INC.

IMP FD SURE $ 2.00

This THIRTY-FIRST ANNEXATION AMENDMENT, (the "Thirty-first Annexation"), made this 17th day of July, 1997, by PARAGON BUILDERS, INC., a Corporation organized and existing under the laws of the State of Maryland (the "Declarant").

RECORDING FEE 20.00
TOTAL 22.00

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").

Rec# 5402 Rcpt # 16745

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.

EWA FL Blk # 657
Jul 18, 1997 11:05 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 Thirty-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 Thirty-five, Lots 135, 136, 137, 141, 142 and Ash Wood Lane, Sycamore Hollow of Wildewood, recorded in the plat records of St. Mary's County, Maryland in Plat Liber E.W.A. 44 at Folio 20 and including, but not limited to Lots 135, 136, 137, 141, 142 and Ash Wood 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.

RECORDING FEE 15.00
15.00
Rcpt # 16745
Blk # 658
Jul 18, 1997 11:12 am

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

ATTEST:

Cynthia W. Greb
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 17th day of July, 1997, 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 Thirty-first Annexation Amendment to Declaration, and that he is authorized to execute the said Thirty-first Annexation Amendment to Declaration on behalf of the Corporation, and that the said Thirty-first Annexation Amendment to Declaration is the act of Paragon Builders, Inc. and that said Thirty-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.

Notary Public

My Commission Expires: 9-22-99

ORIGINAL PLAT EXECUTED BY ALL PARTIES AND RECORDED AMONG THE LAND RECORDS FOR ST. MARY'S COUNTY, MD EWA 44 @ 20 7/17/97

General Notes:

1) The subdivision shown hereon is owned and is 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 lot lines or as indicated on the St. Mary's County Subdivision Regulations, Article 61 - Section 4.14, 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 St. Mary's County Standards and Specifications for Water and Sewer Construction and in accordance with the public works agreement between the owner and the St. Mary's County Metropolitan Commission. The subdivision shown hereon is in compliance with the St. Mary's County Comprehensive Water and Sewer Plan.
4) The utility easement(s) as indicated, is (are) for the use of PARAGON BUILDERS, INC. Its heirs and assigns, to install and maintain below ground utilities and their appurtenances. Any and disturbed during installation and/or maintenance shall be permanently stabilized. See utility easement covenant for further dedication.
5) Present Zoning: POR 4.28
6) All lots restricted to one point access to the County Right-of-Way.
7) PRIVATE DRIVEWAY: Hollyhock Lane shall serve as a common driveway to Sycamore Hollow Drive for Lots 133, 134, 135, 136, 137, 141, 142, 143, 144, 145, 146, & 147 and a non-exclusive easement in right-of-way to ingress and egress is hereby granted over Hollyhock Lane to Sycamore Hollow Drive in accordance with the Declaration of Covenants, Conditions and Restrictions of Sycamore Hollow of Wildewood Association, Inc. Ash Wood Lane shall serve as a common driveway to Sycamore Hollow Drive for Lots 133, 140, 141, 142, 143, 144, 145, & 146 and a non-exclusive easement of right-of-way to ingress and egress is hereby granted over Ash Wood Lane to Sycamore Hollow Drive in accordance with the Declaration of Covenants, Conditions and Restrictions of Sycamore Hollow of Wildewood Association, Inc. The driveways and their 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 driveways are not a part of the County Road System and do not receive maintenance from the County. Above referenced lots are to be served by 3 (two) 16'-20 Multiple Driveway Entrances, to be the 1989 Wildewood Planned Unit Development Amendment, as approved. The Developer shall be responsible for the installation/paving of the multiple driveway entrances prior to the re-paving of this road.
8) Hollyhock Lane shall be serve as an utility, drainage and pedestrian access easement.
10) Ash Wood Lane also to serve as an utility, drainage and pedestrian access easement.
11) The innerblock wide 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 (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 and storm water management, streets, parking problem walkways, water, sewer, gas, telephone, electricity, television cables or communication lines (collectively). 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 roof 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 and storm water management following the natural flow of water throughout the extent 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 utility 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 affixed hereto, hereby adopt this plan of subdivision upon its approval by all required agencies. There are no pending suits or actions of 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.W.A. 935 at Folio 463. All parties in interest thereto have affixed their signatures evidencing 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 thereon have been complied with to the best of our knowledge, information and belief.

Edmund W. Wellengel, President — Date

Cynthia W. Grid, Secretary — Date

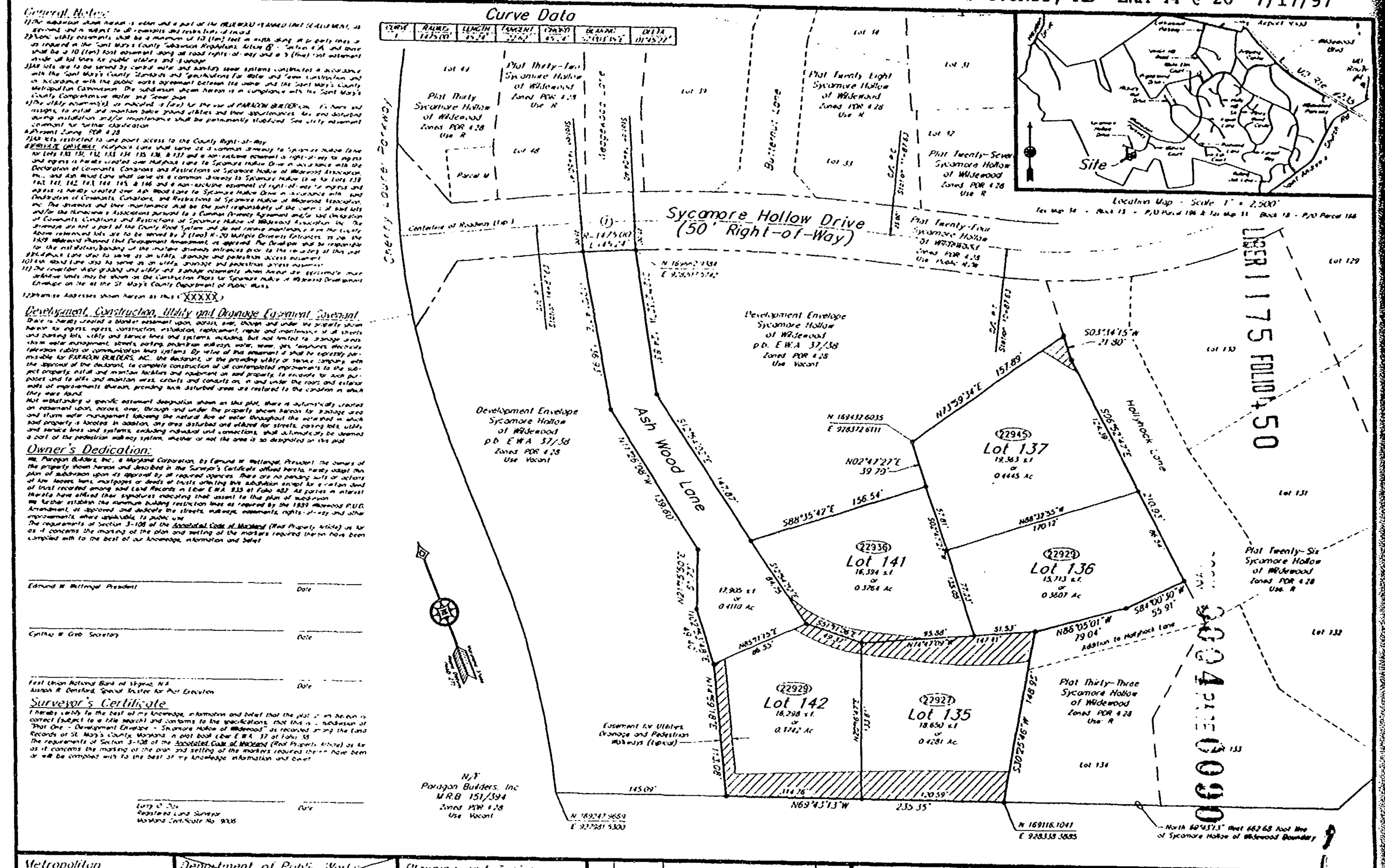
First Union National Bank of Virginia, N.A.
Alonzo R. Dentford, Special Trustee for Part Executor — Date

Surveyor's Certificate

I hereby certify to the best of my knowledge, information and belief that the plat of subdivision 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 58.

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 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



Metropolitan Commission	Department of Public Works	Planning and Zoning				
Date	Date	Date	No.	Date	Description	By
Director	Director	Director				
	Health Department	P.C. Chairman				
	Date	Case File Number 91-1732			REVISION	
	Director					

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-Five
Lots 135, 136, 137, 141, 142 & Ash Wood Lane
SYCAMORE HOLLOW of WILDEWOOD
Third & Eighth Election Districts
St. Mary's County, Maryland

Contract # 75-008	Drawing # WILDEW35	Drawn by LGD	Rev. by RPH
Date 05/14/97	Scale 1" = 50'	Page 1	of 1

LIBER 1212 FOLIO 600

BOOK 0004 PAGE 0091

THIRTY-SECOND ANNEXATION AMENDMENT
to
Declaration of Covenants, Conditions and Restrictions
of
SYCAMORE HOLLOW OF WILDEWOOD ASSOCIATION, INC.

This THIRTY-SECOND ANNEXATION AMENDMENT, (the "Thirty-second Annexation"), made this 13th day of November 1997, 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

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").

Rec# SM03 Rcpt # 25079

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.

EWA MAB Blk # 749

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.

Nov 13, 1997 10:49 am

NOW THEREFORE, this Thirty-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:

RECORDING FEE 15.00
TOTAL 15.00

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-six, Lots 138, 139, 140,and Open Space Parcel "BB" Sycamore Hollow of Wildewood, recorded in the plat records of St. Mary's County, Maryland in Plat Liber E.W.A. 44 at Folio 109 and including, but not limited to Lots 138, 139, 140,and Open Space Parcel "BB" Sycamore Hollow of Wildewood.

Rec# SM03 Rcpt # 25079
EWA MAB Blk # 750

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.

Nov 13, 1997 10:54 am

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

ATTEST:

Cynthia W. Greb
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 13th day of November,1997, 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 Thirty-second Annexation Amendment to Declaration, and that he is authorized to execute the said Thirty-second Annexation Amendment to Declaration on behalf of the Corporation, and that the said Thirty-second Annexation Amendment to Declaration is the act of Paragon Builders, Inc. and that said Thirty-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.

Iris M. Harris
Notary Public
IRIS M. HARRIS
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires March 18, 2001

My Commission Expires: _____

IRIS M. HARRIS NOTARY PUBLIC ST. MARY'S CO.

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

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 comments 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 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.

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 + (or) 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 information.

5) Street Zoning: PDR 4.78

6) All lots restricted to one point access to the County Right-of-Way.

7) Street frontage: Ash Wood Lane shall serve as a common driveway for Sycamore Hollow Drive for Lots 138, 140, 141, 142, 143, & 144 and a non-exclusive nonmotor a right-of-way to egress and ingress in forms created over Ash Wood 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. This way is not a part of the County road plan and will never maintained. Both the rights-of-way relative to lots are to be serviced by 1 (one) A. 20 Mulitple Diameter Entrance as per the 1989 Wildewood Planned Unit Development Amendment as approved. The Developer shall be responsible for the installation/bonding of the multiple diameter entrance pipe. 1. The ownership of the Ash Wood Lane and open Space Parcel "BB" shall be used as utility, drainage and pedestrian access easements.

10) The rear/side slope grading and utility and drainage easements shown where on Sycamore Hollow Drive and/or lots may be altered on the Construction Plans by Sycamore Hollow of Wildewood Development Company on file at the St. Mary's County Department of Public Works.

11) Former ASB easements 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 to access, repair, construct, install or replacement, repair and maintenance of all streets and parking lots, utility and drainage lines and systems, including but not limited to, drainage swales, storm water management ponds, parking, pedestrian walkways, water mains, gas, telephone, electric, television, cable or communication lines systems. By virtue of this easement, it shall be expressly permissible for PARAGON BUILDERS, INC., the developer or the primary 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 this 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 in which said property is located. In addition, any area disturbed and affected by street, parking lot, utility and service lines and systems, including maintenance and connections, shall automatically be deemed a part of the pertinent easement system, whether or not the area is so designated on this plat.

Owner's Dedication

We, Paragon Builders, Inc., a Maryland Corporation, by Edward B. Bellangel, 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, lien, 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. 535 at Folio 465. All parties in interest thereto have affixed their signature indicating their assent to the plan of subdivision.

We further establish the minimum building construction level as required by the 1989 Wildewood P.U.D. Amendment as approved and dedicate the street, 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 to 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 B. Bellangel, President — Date

Cynthia B. Fox, Corporate Secretary — Date

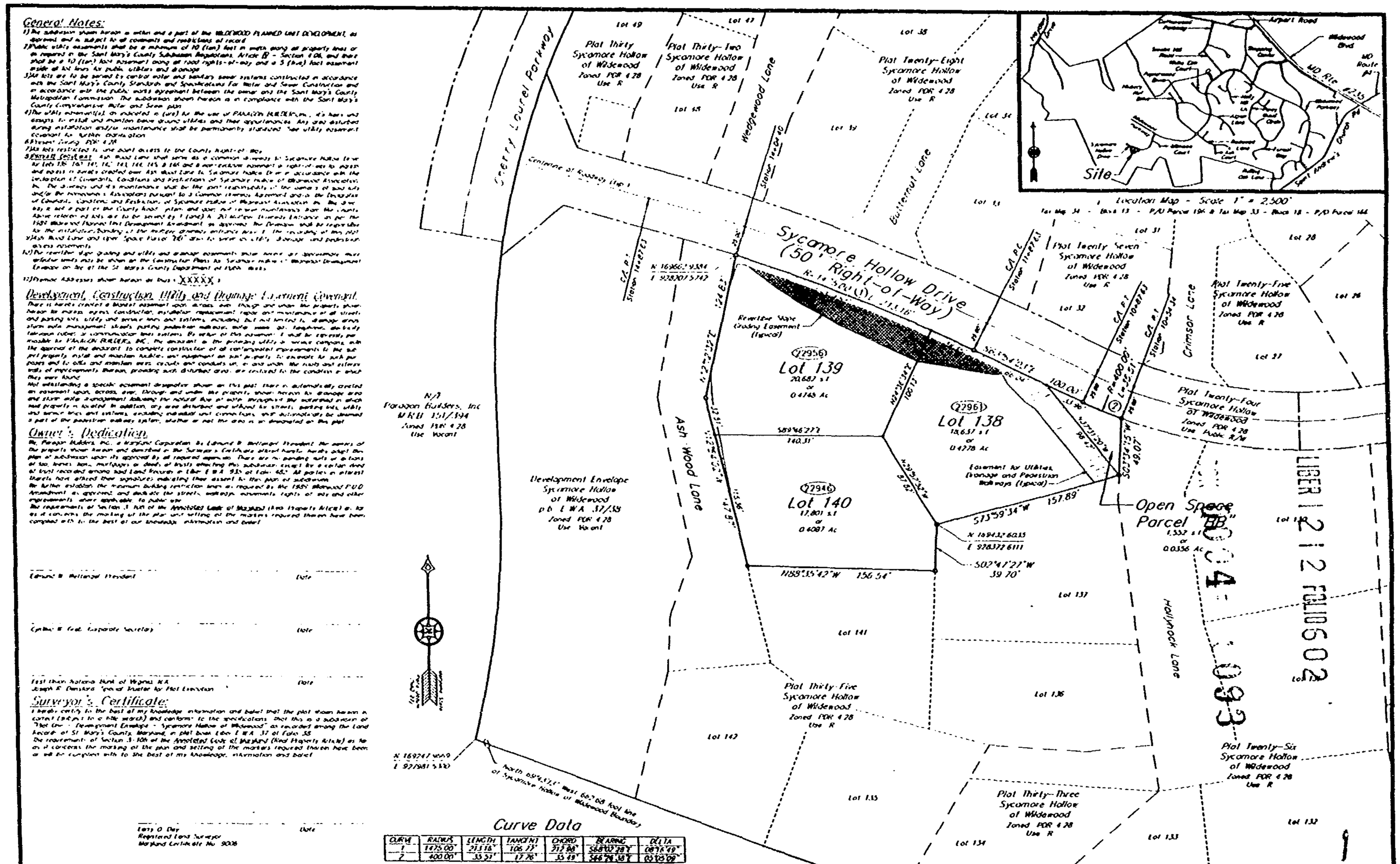
First Union National Bank of Virginia N.A.
Joseph R. Dunstara, Special Trustee for Plat Execution — Date

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 conform 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 55.

The requirements of Section 3-108 of the Annotated Code of Maryland (Real Property Article) as to 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.

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



Curve Data

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
1	1475.00'	213.16'	106.73'	212.98'	S68°10'28"E	08°16'49"
2	400.00'	35.51'	17.76'	35.49'	S66°28'38"E	05°09'09"

Metropolitan Commission	Department of Public Works	Planning and Zoning		
Date	Date	Date	No.	Date
Director	Director	Director		Description
	Health Department	P.C. Chairman		By
	Date	Case File Number 91-1232		REVISION
	Director			

DAY & ASSOCIATES, INC.
Surveying, Land Planning & Engineering
44425 Pecan Court - Suite 105
California, Maryland 20619
Phone (301) 863-0333 • FAX (301) 863-7460

Plat Thirty-Six
Lots 138, 139, 140 & Open Space Parcel "BB"
SYCAMORE HOLLOW
of WILDEWOOD
Third & Eighth Election Districts
St. Mary's County, Maryland

Contract # 75-008	Drawing # WHSHRP.36	Drawn by LCD	Rev. by WPH
Date 10/28/97	Scale 1" = 50'	Page 1 of 1	

SH-36

EWA 44 @ 109 11-6-97

0004 0094

CHESTNUT HILLS HOMEOWNERS' ASSOCIATION, INC.
AMENDMENT TO
DISCLOSURES PURSUANT TO THE
MARYLAND HOMEOWNERS ASSOCIATION ACT

December 4, 1997

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

RECORDING FEE 15.00

Delmarva Properties, Inc.
2104 W. Laburnum Ave., Suite 209
Richmond, VA 23227
(804) 254-8634

Secretary: John Paul Causey, Jr.
2104 W. Laburnum Ave., Suite 209
Richmond, VA 23227
(804) 254-8634

TOTAL 15.00
Rest SM03 Rcpt # 25638
EWA NAB Blk # 594
Dec 08, 1997 03:03 PM

President: Joel K. Mostrom
2104 W. Laburnum Ave., Suite 209
Richmond, VA 23227
(804) 254-8634

Treasurer: Andrew J. Kohut
2104 W. Laburnum Ave., Suite 209
Richmond, VA 23227
(804) 254-8634

(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 Six, contains approximately 581 acres more or less, and is more specifically described in the Declaration and Amendments thereto, copies of which are attached. After annexation of Section Six there are 109 lots in the subdivision. The minimum number of Lots currently planned which may be contained in the subdivision after annexation is 109. The maximum number of lots currently planned which may be contained in the subdivision after annexation is 109.

(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 not anticipated that any 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

X

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 72 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) A copy of the proposed annual budget for the homeowners association for the current fiscal year is attached. 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 $21,300.00 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.

ATTEST

DECLARANT
DELMARVA PROPERTIES, INC.

By: _____ (SEAL)
Joel K. Mostrom, President

STATE OF VIRGINIA,
~~COUNTY~~ OF ~~KING WILLIAM~~, to wit:
City Richmond

I HEREBY CERTIFY that on this 4th day of **December**, 1997, 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. Cole
Notary Public
My Commission Expires: 2/28/98

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11/30/97 4:21:00 PM

BOOK 0004 PAGE 0097

LIBER 1226 FOLIO 014

2.00
28.00
22.00
Rcpt # 26004
Blk # 1588
02:33 PM
TMP FD SURC $
RECORDING FEE
TOTAL
Regt SMB3
EWA MAB
DEC 18, 1997

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND
AND RESERVATION OF EASEMENTS OF
HICKORY HILLS COMMUNITY ASSOCIATION, INC.

RECORDING FEE 25.00

(Annexing Lots Fifty-Five Through Ninety--Four, Hickory Hills III-B)

TOTAL 25.00

This Amendment to the Declaration of Covenants, Conditions and Restrictions and Reservation of Easements of Hickory Hills Community Association, Inc., is made as of the 17th day of December, 1997, by LIBERTY HOMES DEVELOPMENT INCORPORATED., a Maryland Corporation, Declarant, and HICKORY HILLS III-B LIMITED LIABILITY COMPANY, a Maryland limited liability company, Owner of record of the lots hereinafter described,

Regt SMB3 Rcpt # 26004

WHEREAS, Liberty Homes Development Incorporated, a Maryland Corporation, as the Declarant, on January 25, 1996, recorded the Declaration of Covenants, Conditions and Restrictions and Reservation of Easements of Hickory Hills Community Association, Inc. among the land records of St. Mary's County, Maryland at Liber EWA 1027, Folio 410. The Declaration applies to that property located in the Eighth Election District of St. Mary's County, Maryland which is shown on a Plat entitled "PARCEL B, PHASE III-A, HICKORY HILLS", prepared by Lorenzi, Dodds and Gunnill, and recorded in the Plat Records of St. Mary's County, Maryland at Liber EWA 40, Folio 48. The aforesaid property is also more specifically described on Schedule A attached to the Declaration.

EWA MAB Blk # 1588

WHEREAS, Article VIII of the Declaration gives the Declarant the unilateral right, privilege and option to annex to the property subject to the Declaration and the jurisdiction of the Association all or any portion of the real property located within those boundaries described on Exhibit B attached to the Declaration. The Declarant, and the Owner of record, wish to annex that property known as Lots Fifty-Five through Ninety-Four, HICKORY HILLS III-B, which is an area of land contained within the boundaries of the property described in Exhibit B attached to the original declaration.

Dec 18, 1997 02:40 PM

NOW, THEREFORE, LIBERTY HOMES DEVELOPMENT INCORPORATED, a Maryland Corporation, and HICKORY HILLS III-B LIMITED LIABILITY COMPANY, a Maryland limited liability company, hereby amend the Declaration as follows:

1. The Declarant, Liberty Homes Development Incorporated, a Maryland Corporation, and HICKORY HILLS III-B LIMITED LIABILITY COMPANY, a Maryland limited liability company, pursuant to Article VIII of the Declaration hereby annex and subject to the legal operation and effect of the Declaration and the jurisdiction of the

Association that real property described as follows:

Those parcels located in the Eighth Election District of St. Mary's County, Maryland which are known as LOTS FIFTY-FIVE THROUGH NINETY-FOUR (inclusive), as shown on a Plat entitled "HICKORY HILLS P.U.D., PHASE 3B," which plat was prepared by N G & O Engineering, Inc. and recorded among the Plat Records of St. Mary's County, Maryland at Liber EWA 44, Folio 72.

Said parcel of land being a portion of the real property located within those boundaries described on Schedule B of the Declaration and being a portion of the land conveyed unto HICKORY HILLS III-B LIMITED LIABILITY COMPANY, a Maryland limited liability company, by Mayjack, Inc., a Maryland corporation, by Deed dated July 31, 1997, and recorded among the Land Records of St. Mary's County, Maryland at Liber 1180, Folio 492.

2. Except as expressly amended herein, all covenants, conditions and restrictions of the Declaration are to remain in full force and effect.

IN WITNESS WHEREOF, the Parties below have executed this First Amendment the day and year first above written.

LIBERTY HOMES DEVELOPMENT INCORPORATED,
a Maryland Corporation

Witness

BY: _____ Pres (SEAL)
EDWARD R. CURLEY, III, PRESIDENT

HICKORY HILLS III-B LIMITED LIABILITY COMPANY, a Maryland limited liability company

Witness

BY: _____ MANAGER (SEAL)
EDWARD R. CURLEY, III, MANAGER

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

I HEREBY CERTIFY, that on this 15th day of December, 1997, before me, the subscriber, a Notary Public in and for the County and State aforesaid, personally appeared EDWARD R. CURLEY, III, who is known to me (or satisfactorily proven) to be the person who signed the within instrument and he made oath in due form of law that he is the President of Liberty Homes Development Incorporated, a body corporate

LIBER: 226 FOLIO: 15

0004 0099

and that, as such, he is duly authorized to execute the within instrument for the purposes therein contained, and he acknowledged that he executed the same as the act and deed of said body corporate.

AS WITNESS MY HAND AND NOTARIAL SEAL.

Joanne Klear

Notary Public
My commission expires: 10/1/01

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

I HEREBY CERTIFY, that on this 15th day of December, 1997, before me, the subscriber, a Notary Public in and for the County and State aforesaid, personally appeared EDWARD R. CURLEY, III, who is known to me (or satisfactorily proven) to be the person who signed the within instrument and he made oath in due form of law that he is the Manager of Hickory Hills III-B Limited Liability Company, a Maryland limited liability company, and that, as such, he is duly authorized to execute the within instrument for the purposes therein contained, and he acknowledged that he executed the same as the act and deed of said limited liability company.

AS WITNESS MY HAND AND NOTARIAL SEAL.

Joanne Klear

Notary Public
My commission expires: 10/1/01

LIBER 1226 FOLIO 017

BENEFICIARY'S CONSENT

NATIONSBANK, Beneficiary under certain Deeds of Trust dated July 31, 1997, and recorded among the Land Records of St. Mary's County, Maryland hereby joins in the foregoing Amendment to Declaration of Covenants, Conditions and Restrictions and Reservation of Easements of Hickory Hills Community Association, Inc. dated December 17, 1997, made by Liberty Homes Development Incorporated, a Maryland Corporation, and Hickory Hills III-B Limited Liability Company, a Maryland limited liability company, for the sole purpose of consenting to the operation and effect of the said Declaration upon the mortgaged premises therein described.

WITNESS: NATIONSBANK

Gloria Singleton BY: _____ (SEAL)

STATE OF Maryland, COUNTY OF Charles, TO WIT:

I HEREBY CERTIFY, that on this 16th day of December, 1997, before me, the subscriber, a Notary Public in and for the jurisdiction aforesaid, personally appeared Ronald C. Kames of NationsBank, known to me (or satisfactorily proven) to be the person who executed the foregoing instrument and acknowledged that ___he___ executed the same in the capacity stated and for the purposes therein contained.

Terri L. Brevig
Notary Public
My commission expires: 1-16-99

TERRI L. BREVIG NOTARY PUBLIC CHARLES COUNTY, MD

LIBER 1226 FOLIO 018

0004 0101

BENEFICIARY'S CONSENT

MAYJACK, INC., Beneficiary under a certain Deed of Trust dated July 31, 1997, and recorded among the Land Records of St. Mary's County, Maryland hereby joins in the foregoing Amendment to Declaration of Covenants, Conditions and Restrictions and Reservation of Easements of Hickory Hills Community Association, Inc. dated December 17th, 1997, made by Liberty Homes Development Incorporated, a Maryland Corporation, and Hickory Hills III-B Limited Liability Company, a Maryland limited liability company, for the sole purpose of consenting to the operation and effect of the said Declaration upon the mortgaged premises therein described.

WITNESS: MAYJACK, INC.

BY: _____ (SEAL)
G. THOMAS DAUGHERTY, ~~VICE PRESIDENT~~ SAP

STATE OF Maryland, COUNTY OF St. Mary's, TO WIT:

I HEREBY CERTIFY, that on this 17th day of December, 1997, before me, the subscriber, a Notary Public in and for the jurisdiction aforesaid, personally appeared G. THOMAS DAUGHERTY, VICE PRESIDENT of MAYJACK, INC., known to me (or satisfactorily proven) to be the person who executed the foregoing instrument and acknowledged that ___he___ executed the same in the capacity stated and for the purposes therein contained.

Notary Public
My commission expires: 10/1/01

LIBER 1229 FOLIO 133

IMP FD SURE $ 2.00
RECORDING FEE 20.00
TOTAL 22.00

BOOK 0004 PAGE 0102

Rec# SM03 Rcpt # 26246
EMA MAB Blk # 2122
Dec 30, 1997 01:43 PM

THIRTY-THIRD ANNEXATION AMENDMENT
to
Declaration of Covenants, Conditions and Restrictions
of
SYCAMORE HOLLOW OF WILDEWOOD ASSOCIATION, INC.

This THIRTY-THIRD ANNEXATION AMENDMENT, (the "Thirty-third Annexation"), made this 30TH day of December 1997, by PARAGON BUILDERS, INC., a Corporation organized and existing under the laws of the State of Maryland (the "Declarant").

RECORDING FEE 15.00
TOTAL 15.00
Rec# SM03 Rcpt # 26246

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").

EMA MAB Blk # 2123

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.

Dec 30, 1997 01:49 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 Thirty-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 Thirty-seven, Lots 143, 144, 145,and 146 Sycamore Hollow of Wildewood, recorded in the plat records of St. Mary's County, Maryland in Plat Liber E.W.A. 45 at Folio 16 and including, but not limited to Lots 143, 144, 145,and 146 Sycamore Hollow of Wildewood.

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:

Cynthia W. Greb
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 December,1997, 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 Thirty-third Annexation Amendment to Declaration, and that he is authorized to execute the said Thirty-third Annexation Amendment to Declaration on behalf of the Corporation, and that the said Thirty-third Annexation Amendment to Declaration is the act of Paragon Builders, Inc. and that said Thirty-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.

Iris M Harris
Notary Public

IRIS M. HARRIS
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires: My Commission Expires March 18, 2001

IRIS M. HARRIS NOTARY PUBLIC ST. MARYS CO. MD.

ORIGINAL PLAT EXECUTED BY ALL PARTIES AND RECORDED AMONG THE LAND RECORDS FOR ST. MARY'S COUNTY, MD EWA 45 @ 16 12/30/97

LIBER 229 FOLIO 135

BOOK 0004 PAGE 0104

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 406, 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: Ash Wood Lane shall serve as a common driveway to Sycamore Hollow Drive for Lots 138, 140, 141, 142, 143, 144, 145, & 146 and a non-exclusive easement or right-of-way for ingress and egress is hereby created over Ash Wood 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. Above referenced lots are to be served by 1 (one) R-20 Multiple Driveway Entrance, as per the 1989 Wildewood Planned Unit Development Amendment, as approved. The Developer shall be responsible for the installation/bonding of the multiple driveway entrance prior to the recording of this plat.
9) Ash Wood Lane also to serve as an utility, drainage and pedestrian access easement.
10) There is hereby created and reserved a blanket easement and right of entry upon, across, over, through, and under the property shown hereon for slope grading, utilities, and drainage as may be required by necessary approvals of development and construction plans by governmental agencies. The revertible slope grading and utility and drainage easements shown hereon are approximate. Actual easement areas 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).
12) Cherry Laurel Parkway, as designated and shown hereon, may be extended in the future. The extension may result in construction to meet St. Mary's County Road Standards affecting Lots 143, 144, 145, and 146. There is hereby created and reserved a blanket easement and right of entry upon, across, over, through, and under said Lots 143, 144, 145, and 146, as shown hereon, for any and all rights-of-way and/or easements, including, but not limited to, slope and/or drainage easements, as may be required by necessary approvals by governmental agencies for the design, construction, development and/or maintenance of the aforesaid extension of Cherry Laurel Parkway.

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 affixed hereto, hereby adopt this plan of subdivision upon its approval by all required agencies. There are no pending suits or actions of law, leases, liens, mortgages or deeds of trusts effecting this 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 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 making of this plan and setting of the markers required therein have been complied with to the best of our knowledge, information and belief.

Edmund W. Wellengel, President — Date

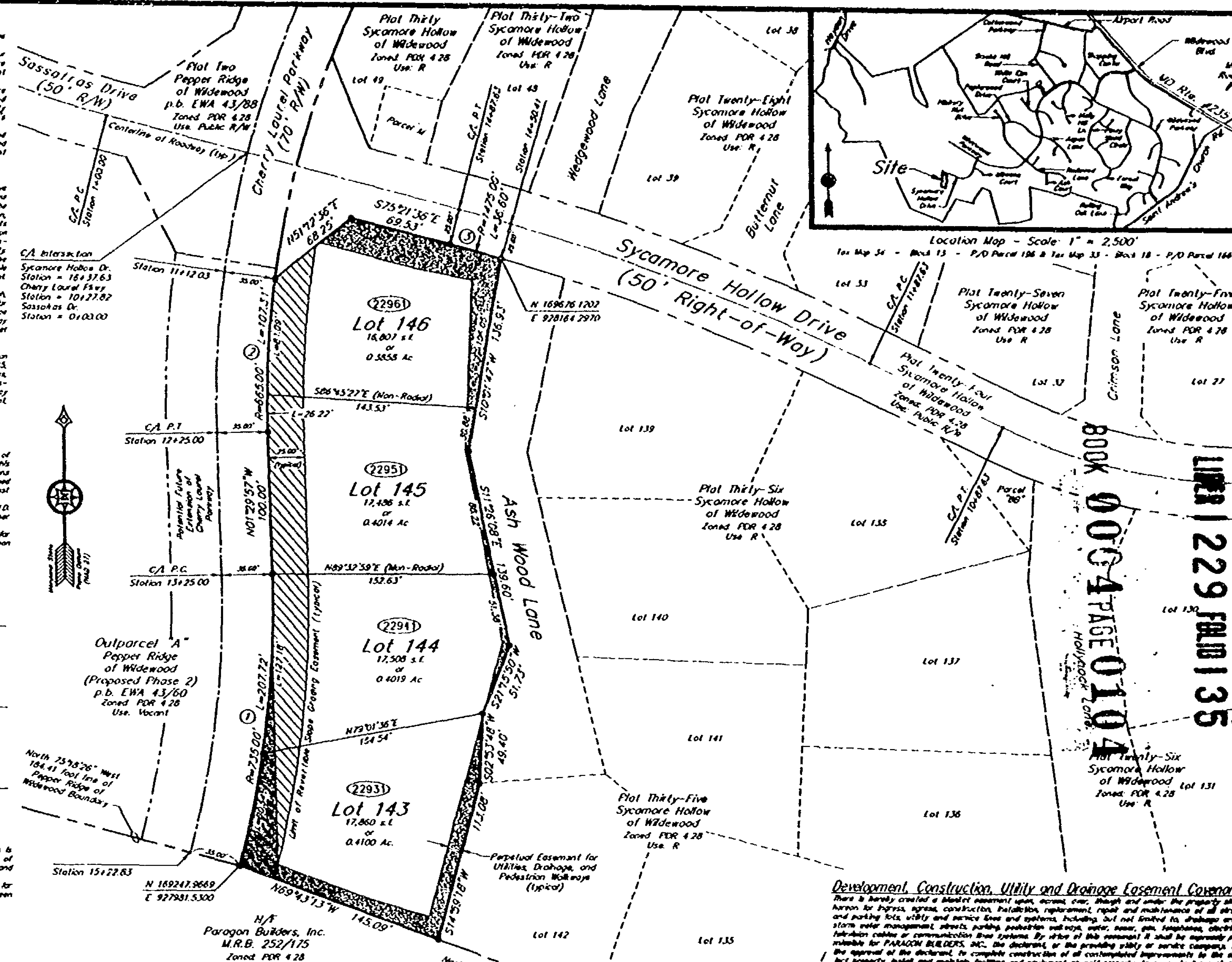
Cynthia K. Orab, Corporate Secretary — Date

First Union National Bank of Virginia, N.A.
Joseph R. Dansford, 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 making of this 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. 9006 — Date



Curve Data

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
1	735.00'	207.72'	104.55'	207.03'	N08°55'43"E	16°11'32"
2	665.00'	107.31'	53.77'	107.20'	N03°07'25"E	09°14'46"
3	1475.00'	36.60'	18.30'	36.60'	S74°38'57"E	01°23'18"

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, excluding individual unit connections, shall automatically become a part of the pedestrian walkway system, whether or not the area is so designated on this plat.

Metropolitan Commission	Department of Public Works	Planning and Zoning
Date	Date	Date
Director	Director	Director
	Health Department	P.C. Chairman
	Date	Case File Number: 91-1732
	Director	

No.	Date	Description	By
		REVISION	

DAY & ASSOCIATES, INC.
Surveying, Land Planning & Engineering
44425 Pecan Court - Suite 105
California, Maryland 20619
Phone. (301) 863-0333 • FAX: (301) 863-7460

Plat Thirty-Seven
Lots 143, 144, 145, & 146
SYCAMORE HOLLOW of WILDEWOOD
Third & Eighth Election Districts
St. Mary's County, Maryland

Contract # 75-006	Drawing # WWSHRP37	Chkd by LOD	Dwn by WFH
Date 12/03/97	Scale 1" = 50'	Page 1 of 1	

SH-37