BOOK 0005 PAGE 0001

NINTH SUPPLEMENTAL OR CLUSTER DECLARATION

LIBER 1235 FOLIO 432

and

Annexation Amendment

to the

Declaration of Covenants, Conditions and Restrictions

of

WILDEWOOD VILLAGE ASSOCIATION, INC.

and to the

Declaration of Covenants, Conditions and Restrictions

of

WILDEWOOD VILLAGE VILLA ASSOCIATION, INC.

IMP FD SURE $ 2.00
RECORDING FEE 20.00
TOTAL 22.00
Rest# SM03 Rcpt # 26768
EWA LP Blk # 1321
Jan 28, 1998 09:55 am

This NINTH SUPPLEMENTAL OR CLUSTER DECLARATION and Annexation Amendment, (the "Ninth Supplemental Declaration"), made this 16th day of January, 1998, 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
Rest# SM03 Rcpt # 26768

Introductory Statement

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

EWA LP Blk # 1322
Jan 28, 1998 10:02 am

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

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

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

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

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

(a) Lot 101,102,103,104,106 as per Plat Fourteen of Wildewood Village as recorded in the Plat Records of St. Mary's County, Maryland in Plat Liber E.W.A. No. 45, Folio 29.

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
Cynthia W. Greb
Corporate Secretary

PARAGON BUILDERS, INC.

By: _____ (Seal)
Edmund W. Wettengel
President

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

I HEREBY CERTIFY, that on this 16th day of January, 1998, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared EDMUND W. WETTENGEL, who made oath in due form of law that he is the President of Paragon Builders, Inc., a corporation, the Declarant of the aforegoing Ninth Supplemental Declaration, and that he is authorized to execute the said Ninth Supplemental Declaration on behalf of the Corporation, and that the said Ninth Supplemental Amendment to Declaration is the act of Paragon Builders, Inc. and that said Ninth Annexation Amendment to Declaration was executed and is to be recorded for the purpose of subjecting the described real property to the legal operation and effect of the Master Declaration, and to the jurisdiction of the Master Association and to the Cluster Association and to the jurisdiction of the Cluster Association as stated therein.

AS WITNESS my hand and Notarial Seal.

Iris M. Harris
Notary Public

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

My Commission Expires: My Commission Expires March 18, 2001

Original plat executed by all parties and recorded among the Land Records

General Notes:

1. Tax/Map property shown on Tax Map 36, Block 13 as a p/o Par. 168 and Map 41, Block 18 as p/o Par. 165 and is subject to all applicable covenants and restrictions of record
2. The subdivision shown hereon is a part of the WILDEWOOD VILLAGE PLAT REVISIONAL as approved by Planning Commission Resolution 95-78
3. Public utility easements shall be a minimum of 10 (ten) feet in width along all property lines or as required by the Saint Mary's County Subdivision Regulations, Article IV - Section 4.04, and there shall be a 10 (ten) foot easement along all road rights of way and a 5 (five) foot easement outside all lot lines for public utilities and drainage.
4. 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
5. The utility easement(s) as indicated is (are) for the use of PARKER BROOKS, INC., its successors 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 clarification.
6. PRIVATE STREETS AND ROADS. The lots and owners of the lots shown hereon will have access to and from Wildewood Parkway, a public street, via Flagstone Way, Amherst Lane and Wildewood Village Lane, which are private streets and were created in accordance with the applicable Declaration of Covenants, Conditions and Restrictions. Said private streets and ways and their maintenance shall be the responsibility of the owners through the Homeowners Association. Said private streets and ways are not a part of the County Road System and do not receive maintenance from the County. The location of Flagstone Way will be more definitively shown on subsequent subdivisions of the Wildewood Village Development Envelope
7. Flagstone Way also to serve as an ut/ets, drainage and pedestrian access easement
8. Premise Addresses are shown hereon as thus (44036)

Development, Construction, Utility and Drainage Easement Covenant

There is hereby created a blanket easement upon, across, over, through and under the subject property shown hereon for ingress, egress, access, construction, installation, replacement, repair, operation and limited to, drainage areas, storm water management ponds, parking, pedestrian walkways, water, sewer, gas, telephone, electric, television cables or communication lines systems. By its/her/his/their execution hereof, or any of same be expressly construed to PARKER BROOKS, INC., the declarant, its successors and assigns including, but not limited to, the providing utility or sewer companies such as MCI, et al, the St. Mary's County Metropolitan Commission, with the approval of the declarant, to complete construction of all contemplated improvements to the subject property, install and maintain facilities and equipment on said property for the purpose for such purposes and to grade and maintain ways, streets and sidewalks on, in and under the roads and to relocate walls of improvements thereon, provided 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 easement area which and service lines and systems, including individual unit connections, shall automatically be deemed a part of a pedestrian walkway system, whether or not the area is so designated on the plat. Easements shown hereon are approximate. More definitive limits are reflected on the construction plans for Wildewood Parkway, Station 1231+92.90 to Station 1254+55.80 and/or the construction plans for Phases 1 and 2, Wildewood Retirement Village Development Envelope on file at the Department of Public Works

Owner and Association Easements and Cross Easements

It is contemplated that the property shown and described hereon, in whole or in part, will be subject to certain homeowners association(s) including, but not limited to, a master association, condominium association and villa (single family attached and detached units) association of which the owners of individual units will be members of said master association and either the villa association or the condominium association. There is hereby created a non-exclusive blanket easement and non-exclusive cross easements for the benefit of said associations, their members and guests, to enter upon and designated townways to a public street (see general notes 7 and 8) and pedestrian access walkways and to utilize facilities throughout Wildewood Village which are available for their use

Owner's Dedication.

We, Parker Builders, Inc., a Maryland Corporation, by Edmund R. Bettenger, President, the owners of the property shown hereon and described in the Surveyor's Certification entered 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 the subdivision except for a certain deed of trust recorded among said Land Records in Liber E.W.A. 301 at Folio 001. 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 1959 Wildewood Fifth Amendment, as approved, and dedicate the streets, walkways, easements, rights of way and other improvements where applicable, to public use.

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

Edmund R. Bettenger, President — Date

Clifton A. Goh, Secretary — Date

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

Surveyor's Certification:

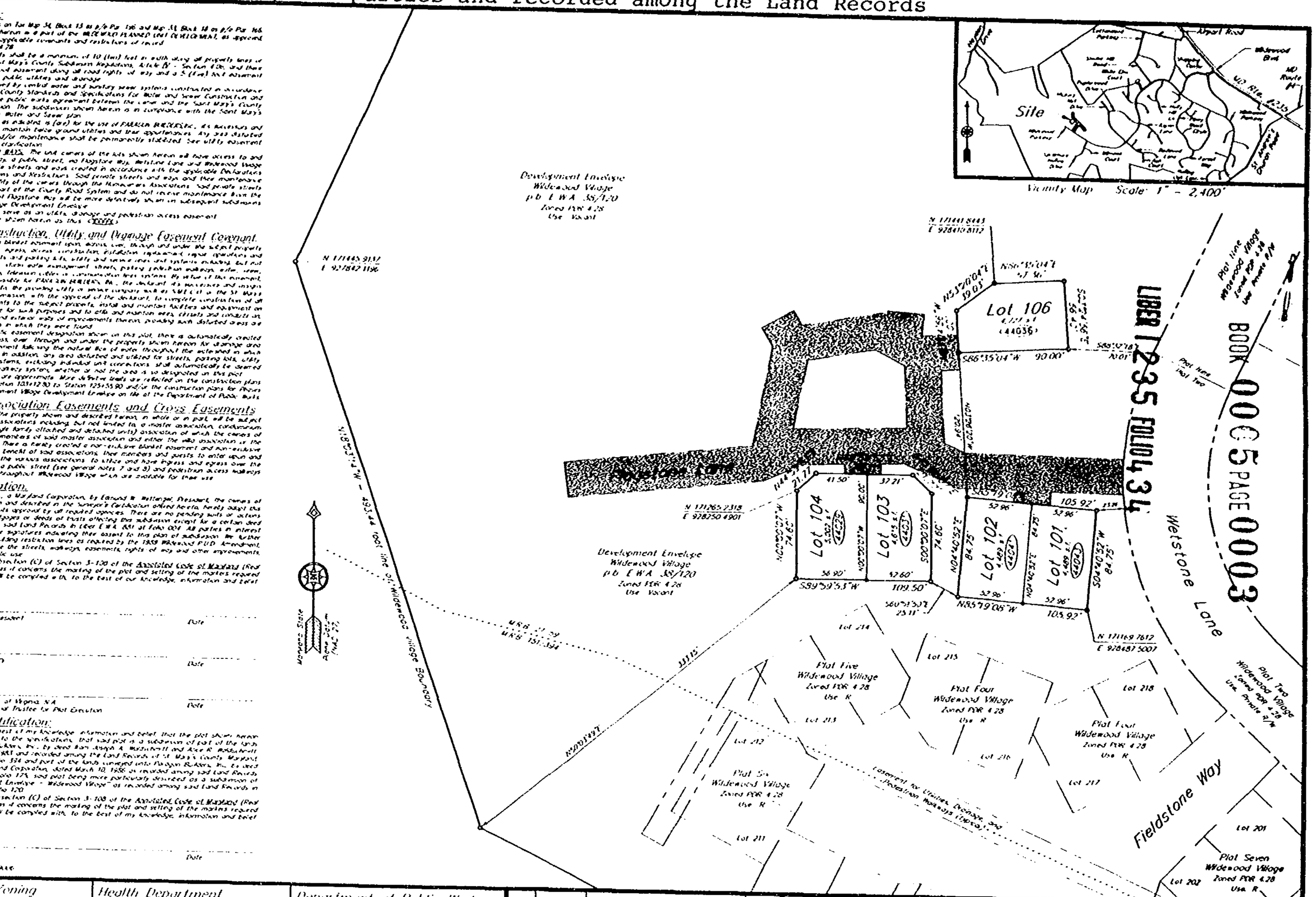
I hereby certify to the best of my knowledge, information and belief, that the plat shown hereon is correct and conforms to the specifications that said plat is a subdivision of part of the lands conveyed unto Parker Builders, Inc., by deed from Joseph A. Wadsworth and Alice R. Wadsworth, his wife, dated July 28, 1987 and recorded among the Land Records of St. Mary's County, Maryland, in Liber W.R.R. 151 at Folio 384 and part of the lands conveyed unto Parker Builders, Inc., by deed from A.S.J., Inc., a Maryland Corporation, dated March 10, 1988 as recorded among said Land Records in Liber W.R.R. 243 at Folio 175, said plat being more particularly described as a subdivision of "Plat One - Development Envelope - Wildewood Village" as recorded among said Land Records in plat Liber E.W.A. 38 at Folio 120.

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

Larry O. Day
Registered Land Surveyor
Maryland Certificate No. 9466 — Date

Planning and Zoning	Health Department	Department of Public Works	
Date	Date	Date	
Director	Health Officer	Director	
P.C. Chairman	Da Env Hlth	Metropolitan Commission	
Case File Number 91-0233	Sanitarian	Date	
		Director	

No.	Date	Description	By
		REVISIONS	



LARRY O. DAY
Surveying, Land Planning & Engineering
44435 Pecan Court - Suite 153
California, Maryland 20619
Phone (301) 863-0333

Plat Fourteen

Lot 101, 102, 103, 104, & 106

WILDEWOOD VILLAGE

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

Contract # 75-006	Drawing # WWR15P14	Chkd by LOD	Dsn by WF
Date 12/15/97	Scale 1" = 50'	Page 1 of 1	

REF-14

for St. Mary's County, Maryland, E.W.A. 45 @ 29 Recorded January 16, 1998

BOOK 0005 PAGE 0004

Abell's Run Homeowners' Association, Inc.
P.O. Box 249, Hollywood, Maryland, 20636-0249

June 1, 1991

Architectural Guidelines FOR Abell's Run

The construction of homes and other improvements at Abell's Run Subdivision is governed by the recorded Declaration of Covenants, Conditions and Restrictions (CCR) for the Abell's Run Homeowners' Association. In accordance with Article XII (Architectural Control), no home or any improvement may be constructed on any lot without prior approval of the Board of Directors of the HOA.

RECORDING FEE 15.00

Article XII requires that two complete sets of plans and specifications, including site plans, must be submitted for approval. Such documents must be in full compliance with the zoning and building regulations of St. Mary's County, Maryland and with Article X (Use of the Property) of the CCR.

TOTAL 15.00

To assist applicants in the selection of the design and construction of their home or other improvements, the HOA Board is pleased to offer the following guidelines in accordance with Article XII, Section 4 (Rules and Regulations):

Rec't 04103 Rcpt # 28748

1. Homes should be a minimum of 1600 square feet of heated liveable space, excepting homes on lots six through seventeen, which should be a minimum of 2000 square feet of heated liveable space.

CHK NAB BLK # 1861

2. A garage is required and may be attached, attached via breezeway, or detached. The garage must be of the same architectural style and construction as the house.

Mar 25, 1998 08:41 AM

3. Exposed foundations should be of brick or stone face for all portions facing or visible from any street or road. Other exposed areas may be of parged and painted block.

4. Roof shingles should be of builders grade and neutral in color.

5. Chimneys, where applicable, should be of brick or stone, or, at a minimum, may be faced in the same material as the house siding.

6. Fences should be of wood (painted or weather-treated) and may include non-obtrusive wiring or mesh fencing as necessary for containment purposes.

7. An asphalt driveway entrance (type R-17, suitable for U.S. Mail service) must be provided from the County road surface across the right-of-way. Inside the lot, driveway material should be a minimum of crushed stone.

8. Front or wrap around porches, balconies, decks, bay or bow windows, second story dormer windows, and other "community participation" enhancements are strongly encouraged.

These guidelines are by no means all inclusive and do not negate in any way the authority of the HOA Board to consider, approve or disapprove any plan or design. These guidelines are subject to change.

Mike Roscoe

Mike Roscoe, President, Abells Run H.O.A.

Abell's Run HOA Expense Report for 1997 Annual Meeting

1) Abells Run HOA Savings account and Checking Account activities 4/23/96 thru 4/21/97

a) Operating Expenses	
Attorney Fees:	$864.06
Bank Charges:	$25.70
Electric Bills	$533.71
Insurance	$897.00
HOA Business	$406.88
Maintenance and Upkeep	$1,846.43
Mowing	$6,016.88
Taxes	$394.00
c) Total:	$10,984.66
e) Net Operating Expense	($1,829)
f) Actual Cost per Lot:	$189.39
g) FY96/97 Bugeted/Lot:	$150.00

b) Income	
Deposits from Homeowners	$8,628
Interest	$277
Miscellaneous	$250
d) Total:	$9,156
Capital Fund	
Opening Balance	$10,107.49
Deposits from Settlements	$600.00
Interest Earned:	$266.41
h) Totals:	$10,973.90

2) Account Balances as of 22 April 1997

Abell's Run Capital Fund:	$10,973.90
Abells Run Checking Account	$254.00
Abells Run Home Owners Association Savings Account	$8,588.87
Net Worth 4/22/97	$19,816.77

Mike Roscoe, President, Abells Run H.O.A.

Proposed Dues Worksheet for FY 97/98						
Proposed FY97/98 Budget		**Justification (Allowing for Inflation)**				
Attorney Fees:	$1,200.00	Added expense for revamping the Articles of Incorporation				
Bank Charges:	$40.00	About the Same as 1996/1997				
Electric Bills	$550.00	About the Same as 1996/1997				
Insurance	$950.00	About the Same as 1996/1997				
HOA Business	$400.00	About the Same as 1996/1997				
Maintenance and Upkeep	$1,400.00	About the Same as 1996/1997				
Mowing	$5,100.00	Guessing Less Rain/Less Mowing				
Taxes	$400.00	About the Same as 1996/1997				
Paydown of FY96/97 shortfall	$900.00	Reduces FY 96/97 Shortfall by 1/2				
Total:	$10,940.00					
Minus Interest Earned in HOA Account:	$280.00	or				
Total Costs of Operations:	$10,660.00		$183.79	per lot for FY 97/98		

Mike Roscoe, President, Bulls Run H.O.A.

(1) G:\WPDLAM-73\AVENMAR\ASSIGN.DOC

LIBER 1259 FOLIO 454

BOOK 0005 PAGE 0007

ASSIGNMENT OF DECLARANT'S RIGHTS, CONFIRMATION OF REGISTERED AGENT AND RESIGNATION OF BOARD OF DIRECTORS

This document is made this 5TH day of MARCH, 1998, by **AVENMAR LIMITED PARTNERSHIP** (hereinafter "Assignor") and **F. L. VENTURE #4, L.L.C.** (hereinafter "Assignee").

IMP FD SURE $ 2.00
RECORDING FEE 20.00
TOTAL 22.00
Rec't SM02 Rcpt # 20176
EMA TLC Blk # 1144
Mar 27, 1998 04:28 PM

WITNESSETH:

WHEREAS, Assignor is a developer and the Declarant of that certain Declaration of Covenants, Conditions and Restrictions (the "Declaration") for Avenmar Community Association, Inc. (the "Association"), dated August 27, 1992 and recorded among the Land Records of St. Mary's County, Maryland, in Liber 713, at folio 257; and

WHEREAS, Assignee has acquired from Assignor certain lots encumbered by the Declaration for the purpose of constructing dwellings thereon; and

WHEREAS, the Declaration provides, at Article XI, Section 11.09, that Assignee, by virtue of its ownership of lots encumbered by the Declaration for the purpose of development, may be designated as a "Declarant" as that term is defined therein, and granted the rights, reservations, easements, interests, exemptions, privileges and powers of the Assignor, attributed to such designation, provided that those rights, reservations, easements, interests, exemptions, privileges and powers of the Assignor, as Declarant, are specifically assigned by Assignor to Assignee, by instrument, in writing; and

RECORDING FEE 15.00
TOTAL 15.00
Rec't SM02 Rcpt # 20176

WHEREAS, it is the intention of the parties hereto that this Assignment constitute such an instrument and that Assignee be designated a Declarant pursuant to the Declaration and that those rights, reservations, easements, interests, exemptions, privileges and powers, as are attributed, in the Declaration and listed herein, to such designation, be specifically assigned to Assignee.

EMA TLC Blk # 1146

NOW, THEREFORE, in consideration of the foregoing, and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

Mar 27, 1998 04:28 PM

1. Assignor does hereby specifically assign to Assignee all of the rights, titles, interests, benefits and obligations of the Declarant, as set forth and defined in the Declaration.

2. Additionally, and as a point of information, the registered agent of the Association shall remain Donald S. Franyo.

Return To
Southern Maryland Abstracts, Inc. DEM

3. The Association's current Board of Directors hereby resigns as evidenced by their signatures next to their names:

A. Robert H. Johnson
B. Andy Schulman
C. N. Charles Barbot
D. Mary Natelli McCann

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

ASSIGNOR:

AVENMAR LIMITED PARTNERSHIP
By: Potomac Investment Associates Limited Partnership, general partner

By: _____
General Partner

ASSIGNEE:

F. L. VENTURE #4, L.L.C.

By: _____
Donald S. Franyo
Its: MANAGER

LIBER 1259 FOLIO 456 BOOK 0005 PAGE 0009

STATE OF MARYLAND

to wit:

COUNTY OF MONTGOMERY

I HEREBY CERTIFY that on this 5th day of March, 1998, before me, the undersigned officer, personally appeared A. M. Natelli, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged himself to be a general partner of Potomac Investment Associates Limited Partnership, a Maryland limited partnership and a general partner of Avenmar Limited Partnership, a Maryland limited partnership and signatory to the foregoing instrument, and that he, being authorized to do so, executed the foregoing instrument in such capacity in the name of and on behalf of said signatory for the purposes therein set forth.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal the day and year first above written.

Elizabeth S. O. Gray
NOTARY PUBLIC

My Commission expires: 11-14-01

STATE OF MARYLAND

to wit:

COUNTY OF MONTGOMERY

I HEREBY CERTIFY that on this 5th day of March, 1998, before me, the undersigned officer, personally appeared Donald S. Franyo, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged himself to be a MEMBER - of F. L. Venture #4, L.L.C., a Maryland limited liability company and signatory to the foregoing instrument, and that he, being authorized to do so, executed the foregoing instrument in such capacity in the name of and on behalf of said signatory for the purposes therein set forth.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal the day and year first above written.

Elizabeth S. O. Gray
NOTARY PUBLIC

My Commission expires: 11-14-01

LIBER 1270 FOLIO 179 BOOK 0005 PAGE 0010

DECLARATION OF COVENANTS, CONDITIONS RESTRICTIONS OF SOUTHGATE CENTER

THIS DECLARATION is made and entered into this 23rd day of April, 1991, by Raymond William Partnership, a General Partnership established under the laws of Maryland, (the "Partnership"), Sherrie L. Kubala and Michael J. Sullivan, Trustees, (the "Trustees") and Washington Savings Bank, F.S.B. (the "Lender").

TAX ID SURE $ 2.00
RECORDING FEE 75.00
TOTAL 77.00
Rec'd SMCO Rcpt # 29855
BWA MAB Blk # 2181
Apr 27, 1990 09:42 am

RECITALS

A. The Partnership is the owner of certain real property located in the Eighth Election District of St. Mary's County, Maryland, which is more particularly described as follows:

RECORDING FEE 50.00

"SOUTHGATE CENTER, Lots 1 - 62, and Parcels A - H", containing 8.735 acres, more or less, as per subdivision plat prepared by Nokleby Surveying, Registered Land Surveyors, and recorded among the plat records of St. Mary's County, Maryland, at Liber MRB 33, Folio 119. Saving and excepting Parcel "A", Commercial Site, containing 1.74 acres, more or less, as set forth on Plat Liber MRB 33, Folio 119, and subject to covenants, restrictions, rights of way, easements and other conditions of record.

TOTAL 50.00
Rec'd SMCO Rcpt # 29855

B. The Partnership 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. To this end the Partnership desires to subject the Property, and the lots and improvements thereon, to the Covenants, Conditions and Restrictions set forth below which are for the purpose of protecting the value and desirability of the Property, the Lots and residences constructed thereupon, and are for the purpose of distributing among the Owners thereof the cost of maintaining and operating the Common Areas located within the Property, and any improvements constructed thereon.

BWA MAB Blk # 2182
Apr 27, 1990 09:38 am

C. The Trustees are the trustees of the Deed of Trust on the Property from the Partnership dated December 15, 1990 (the "Deed of Trust"), which is recorded among the Land Records of St. Mary's County, Maryland, at Liber MRB 572 Folio 359. The Lender is the holder of the promissory noted secured by the Deed of Trust. The Trustee and the Lender are joining in this Declaration for the purpose of subordinating the Deed of Trust to the legal operation and effect of this Declaration.

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

ARTICLE I

DEFINITIONS

(a) "Association" means the Southgate Center Community Association, Inc., a Maryland not-for-profit corporation, its successors and assigns.

(b) "Common Area" means those areas of land designated on the recorded subdivision plats of the Property as "open space" and "open space and parking area" intended to be owned by the Association and devoted to the common use and enjoyment of the owners of the Lots.

(c) "Developer" and "Partnership" means Raymond William Partnership, a Maryland partnership, and any successor or assign thereof, to whom Raymond William Partnership shall convey or otherwise transfer all of the rights, title and interest in the Property then owned by it, and to whom Raymond William Partnership shall expressly transfer, and assign all of its rights, title and interest under this Declaration, or any amendment or modification thereof.

(d) "Owner" means the person, or legal entity, or the combination thereof, including contract sellers, holding the record fee simple or perpetually renewable leasehold title to a Lot in the Property, as the Lot is now or may from time to time hereafter be created or established. If more than one person, or other legal entity or any combination thereof, holds record title to any Lot, all of them shall be deemed a single record owner and shall be a single member of the Association by virtue of their ownership of the Lot. The term "owner" shall not mean any contract purchaser, or the owner of any redeemable ground rent reversion issuing out of any Lot, nor shall it include any mortgagee or other person or legal entity holding an interest in a Lot as security for the performance of an obligation.

(e) "Property" means all of the land shown on the "Plat of Southgate Center" more particularly referred to in paragraph A of the Recitals to this Declaration.

(f) "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision plat of the Property with the exception of the Common Area.

ARTICLE II

All of the land shown on the Plat referred to in paragraph A of the Recitals to this Declaration (the "Property") shall be transferred, held, sold, conveyed and occupied subject to this Declaration.

ARTICLE III

SECTION 1

After the recording of this document, the Southgate Center Community Association, Inc., 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.

BOOK 0005 PAGE 0012
LIBER 1270 FOLIO 181

SECTION 2

Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from the ownership of the Lot.

SECTION 3

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

Class A. Except for the Partnership (which shall initially be a Class B member), the Class A members shall be all of the Owners of the Lots. Each Class A member shall be entitled to one (1) vote per Lot, for each Lot owned by it, in all proceedings in which action shall be taken by members of the Association.

Class B. The Class B member shall be the Partnership. The Class B member shall be entitled to three (3) votes per Lot for each Lot owned by it, in all proceedings in which action shall be taken by members of the Association.

The vote of any Class A member comprised of two (2) or more persons, or other legal entities, or any combination thereof, shall be cast in the manner provided for in the Articles of Incorporation of the Association, or as the several constituents may determine, but in no event shall all such several constituents cast more than one (1) vote per Lot for each Lot owned by them.

The Class B membership in the Association shall cease and be converted to Class A membership in the Association on the seventh anniversary of the date of this Declaration or at such earlier time as the total number of votes entitled to be cast by Class A members of the Association equals the total number of votes entitled to be cast by the Class B member of the Association.

ARTICLE IV

COMMON AREA

SECTION 1

The Partnership shall grant and convey to the Association, and the latter shall take and accept from the Partnership, the Common Area shown on the subdivision plat which is subject to this Declaration, not later than the date the first Lot shown on the subdivision plat which is improved by a dwelling is conveyed to an Owner. At the time of the conveyance the Common Area shall be free of any mortgages, judgments liens, or similar encumbrances.

The Association shall hold the Common Area conveyed to it subject to the following:

(a) The reservation to the Partnership, its successors, and the assigns, of the beds, in fee, of all streets and roadways shown on the subdivision plat which includes the Common Area so conveyed.

(b) The reservation to the Partnership, its successors, and assigns, of the right to lay, install, construct, and maintain, on, over, under, or in those strips across land designated on the subdivision plat, as "Drainage and Utility Easement", "Sewer Easement", "Drainage and Sewer Easement", "Open Space" and "Utility and Pedestrian Easement", or otherwise designated as an easement area, or on, over, under, or in any portion of any Common Area, pipes, drains, mains, conduits, lines, and other facilities for water, storm water, sanitary sewer, gas, electric, telephone, cable television lines, and other public utilities or quasi-public utilities deemed necessary or advisable to provide adequate service for any Lot now or hereafter laid out or established on the Property, or the area in which the same is located, together with the right and privilege of entering upon the Common Area for such purposes and making openings and excavations therein.

(c) The reservation to the Partnership, its successors, and assigns of the right to enter upon any Common Area conveyed to the Association for the purpose of construction or completing the construction of improvements and the landscaping of the Common Area.

(d) The reservation to the Partnership, its successors and assigns, of the right to continue to use and maintain any storm water management ponds and any sediment control ponds or facilities located on any Common Area conveyed to the Association.

SECTION 2

The Common Area conveyed to the Association shall be deemed property and facilities for the use, benefit, and enjoyment, in common, of each Owner. Except as otherwise permitted by the provisions of this Declaration, no structure or improvement of any kind shall be erected, placed or maintained on any Common Area except: (i) structures or improvements designed exclusively for community use, including, without limiting the generality of the foregoing, shelters, benches, chairs or other seating facilities, fences and walls, walkways, roadways, playground equipment, swimming pools and tennis courts; and (ii) drainage, storm water, and utility systems and structures. The Common Area may be graded, and trees, shrubs or other plants may be placed and maintained thereon for the use, comfort and enjoyment of the Owners, or the establishment, retention or preservation of the natural growth or topography of the Common Area or for aesthetic reasons. No portion of any Common Area may be used exclusively by any Owner for personal gardens, storage facilities or other private uses without the prior written approval of the Association.

SECTION 3

No noxious or offensive activity shall be carried on upon any Common Area nor shall anything be done which will become an annoyance or nuisance to the neighborhood. This shall include, but not be limited to, adherence to local noise ordinances.

SECTION 4

The Association shall improve, develop, supervise, manage, operate, examine, inspect, care for, repair, replace, restore and maintain the Common Areas as from time to time improved, together with any items of personal property placed or installed thereon, all at its own cost and expense.

SECTION 5

The rights of each Owner to use the Common Areas shall be subject to the terms, conditions and provisions as set forth in this Declaration and, to any rule or regulation now or hereafter adapted by the Association for the safety, care, maintenance, good order and cleanliness of the Common Areas. All such terms, conditions, provisions, rules and regulations shall inure to the benefit of and be enforceable by the Association, and the Partnership, or either of them, their respective successors and assigns, against any owner, or any other person, violating or attempting to violate the same, either by an action at law for damages or a suit in equity to enjoin a breach or violation, or to enforce performance of any term, condition, provision, rule or regulation. The Association and the Partnership shall each have the right, summarily, to abate and remove any breach or violation by any Owner at the cost and expense of the Owner.

ARTICLE V

PROPERTY RIGHTS IN THE COMMON AREA

SECTION 1

The Partnership shall hold, and hereafter grant and convey the Lots, subject to the covenants, conditions and restrictions herein set forth, which are imposed upon the Lots for the benefit of the Partnership, the Association and the owners, and their respective personal representatives, successors and assigns, to the end and intent that each Owner hold his Lot subject to the following:

Each Owner, in common with all other Owners, shall have the right and privilege to use and enjoy the Common Areas for the purposes for which the same were designed. This right and privilege shall be appurtenant to and pass with the title to the Lot. The right to the use and enjoyment of all Common Areas shall be subject to (i) the right of the Association to charge reasonable admission and other fees to use facilities within the Common Areas and (ii) the right of the Association to suspend the voting rights and rights to use the Common Areas by an Owner (a) for any period in which any assessment against his Lot remains unpaid, or (b) for a period not to exceed sixty (60) days for any infraction of published rules and regulations of the Association.

SECTION 2

Any Owner may delegate, in accordance with Bylaws of the Association, his right to the use and enjoyment of the Common Areas, and any facilities thereon, to the members of his family, his tenants or to contract purchasers who reside on his Lot. In so doing, the Owner assumes liability for any damages incurred by those persons and responsibility for their actions with respect to the restrictions, regulations, and provisions of these Articles.

SECTION 3

Each owner shall fully and faithfully comply with the rules, regulations and restrictions applicable to use of the Common Areas, as these rules, regulations and restrictions are from time to time adopted by the Association for the safety, care, maintenance, good order and cleanliness of the Common Area. Each Owner shall comply with the covenants, agreements and restrictions imposed by this Declaration on the use and enjoyment of the Common Area.

SECTION 4

The rights, privileges and easements of the owners are at all times subject to the right of the Association to dedicate or transfer all or any part of any Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed upon by the Association; provided, however, that no such dedication or transfer shall be effective unless approved by a two-thirds (2/3) vote of each class of members of the Association voting in person or by proxy at a meeting called for such purpose, and the same shall have been consented to by the agency, authority or utility accepting the dedication or transfer.

ARTICLE VI

COVENANT FOR ASSESSMENT

SECTION 1

The Partnership, for each Lot owned by it within the Property, hereby covenants, and each Owner, by acceptance of a deed hereafter conveying any such Lot to him, whether or not so expressed in the deed or other conveyance, shall be deemed to have convenanted and agreed to pay the Association (i) annual assessments or charges ; and (ii) special assessments and charges for capital improvements, such annual and special assessments and charges to be established and collected as hereinafter provided. The annual and special assessments or charges, together with interest at the rate of ten percent (10 %) per annum, accruing from their due date until payment is made, and the costs of collection thereof and reasonable attorney's fees, shall be a charge on, and continuing lien upon each Lot against which an assessment is made. Each assessment or charge, together with interest at the rate of ten percent (10%) per annum accruing as aforesaid, and costs and reasonable attorney's fees incurred or expended by the Association in the collection thereof, shall also be the personal obligation of the Owner of the Lot. The personal obligation for any delinquent assessment or charge, together with interest, costs and reasonable attorney's fees, however, shall not pass to the Owner's successors in title, unless expressly assumed by them.

The assessments and charges levied by the Association shall be used exclusively for promoting the recreation, health, safety and welfare of the residents of the Property, and in particular, for the improvements, operation and maintenance of the Common Area, including, but not limited to, the payment of taxes (except to the extent that proportionate shares of such public charges and assessments on the Common Area may be levied against all Lots on the Property by the tax collecting Authority so that the same are payable directly by the Owners thereof, in the same manner as real property taxes assessed or assessable against the Lots) and insurance thereon.

SECTION 3

Until December 31st or the year in which the first Common Area is conveyed to the Association, the annual assessment shall be no more than Five Hundred and No/100 Dollars ($500.00) per Lot which shall be the maximum assessment for that year. Thereafter, the maximum permissible annual assessment shall increase each year by Two percent (2%) of the maximum permissible annual assessment for the previous year without the necessity of a vote of the membership of the Association. The maximum permissible annual assessment may be increased above the Two percent (2.00%) limitation specified in the preceding sentence only by a vote of two-thirds (2/3) of each class of members of the Association, voting in person or by proxy, at a meeting called for such purpose.

The Board of Directors of the Association may fix the annual assessment against each Lot at any amount not in excess of the maximum permissible annual assessment applicable to that year without the necessity of a vote of the membership of the Association.

Notwithstanding anything elsewhere set forth herein, the annual assessments or charges made or levied against any Lot of which the Partnership is the Owner on January 1st of the year to which the assessment pertains, shall equal ten percent (10%) of the annual assessment or charge made or levied against any other Lot on the Property, it being intended that the Partnership shall not pay more, or less than ten percent (10%) of the per Lot annual assessment established by the Association under this section.

SECTION 4

In addition to the annual assessments authorized above, the Board of Directors of the Association may levy in any year a special assessment, applicable for that year only, for the purpose of defraying in whole or in part the cost of any construction, reconstruction, repair or replacement of any capital improvement located on any Common Area, including fixtures and personal property related thereto, provided that such assessment shall first be approved by two-thirds (2/3) of the votes of each class of the members of the Association, voting in person or by proxy at a meeting called for such purpose.

SECTION 5

Except as provided in Section 3 of this Article, and in Section 7 of this Article, annual assessments must be fixed at a uniform rate for all Lots.

SECTION 6

Written notice of any meetings of members of the Association called for the purpose of taking any action authorized under Section 3 or 4 of this Article shall be sent to all members not less than thirty (30) days, nor more than sixty (60) days, in advance of the meeting. At the first meeting, the presence of members, or of proxies, entitled to cast sixty percent (60%) of all of the votes of each class of members entitled to be cast at the meeting shall be necessary and sufficient to constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements and the required quorum at any subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that no subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

SECTION 7

The annual assessments shall commence on the first day of the month following the first conveyance of a Common Area to the Association. The first annual assessment shall be made for the balance of the calendar year and shall become due and payable on the date fixed for the commencement. The amount of the assessment for the first year shall be an amount which bears the same relationship to the annual assessment provided for in the first sentence of Section 3 of this Article as the remaining numbers of months in that year bear to twelve. The same reduction in the amount of the annual assessment shall apply to the first assessment levied against property which is hereafter added to the Property at a time other than the beginning of any calendar year.

The annual assessments for any year after the first year shall be on a calendar year basis and become due and payable on the first day of March of that year.

The due date under any special assessment under Section 4 shall be fixed in the resolution authorizing the special assessment; however, such due date shall be at least forty-five (45) days after the date of such resolution.

SECTION 8

The Board of Directors of the Association shall fix the date of commencement and the amount of the annual assessment against each Lot for each assessment period at least one (1) month in advance of the due date for the payment thereof and shall, at that time, prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner.

If an annual or special assessment is not paid on the due date, the assessment shall be

delinquent and shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, or may foreclose the lien against the Lot for such assessment; and there shall be added to the amount of such assessment the reasonable costs of preparing and filing the action, and in the event that judgment is obtained, such judgment shall include interest on the assessment as above provided and reasonable attorney's fees to be fixed by the Court together with the costs of the action. Each Owner of a Lot shall by accepting title thereto be deemed to have assented to the passage of a decree for the foreclosure of any lien upon his Lot which results from his failure to pay an assessment on the due date thereof.

SECTION 9

The lien of the assessments provided for herein shall be subordinate to any mortgage or deed of trust hereafter placed upon the Lot subject to assessment; provided, however, that the sale or transfer of any Lot pursuant to mortgage or deed of trust foreclosure, or any proceeding in lieu thereof shall only extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. Such sale or transfer shall not relieve the Lot from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent

No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

ARTICLE VII

REPAIR AND MAINTENANCE OF LOTS

The Owner of each Lot shall keep the Lot, and the buildings and other improvements thereon, in good order and repair, and free of debris. Lawns shall be seeded and mowed, shrubbery trimmed, and painted exterior surfaces repainted, cleaned and reasonably free of dirt, mildew and other organic growth or debris, all in a manner and with such frequency as is consistent with good property management. The Association, on behalf of the members, reserves the right to provide all, or any portion thereof, exterior maintenance and repainting, and to assess Lot Owners accordingly. In the event that the Owner of a Lot shall fail to maintain the Lot and the building and other improvements thereon as provided herein, the Association, after notice to the Owner and with the approval of the Board of Directors, shall have the right to enter upon the Lot to perform such work as is reasonably required to restore the Lot and the buildings and other improvements thereon to a condition of good order and repair. All costs incurred by the Association in connection with the restoration shall be reimbursed to the Association by the Owner of the Lot, upon demand. All unreimbursed costs shall be a Lien upon the Lot until reimbursement is made. The lien may be enforced in the same manner as a lien for an unpaid assessment levied in accordance with Article VI of this Declaration.

ARTICLE VIII

ARCHITECTURAL CONTROL

SECTION 1

No building; fence, wall or other structure (including, but not limited to, antennas) shall be commenced, erected or maintained upon the Property, 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 locations 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 ("A.C.C.") composed of three (3) or more representatives appointed by the Class B membership. At such time as the Class B membership expires, the A.C.C. shall be appointed by the Board of Directors. In the event that the A.C.C. 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 A.C.C. shall regulate the external design, appearance and location of the Property and of improvements thereon in such a manner so as to preserve and enhance values and to maintain a harmonious relationship among structures, natural vegetation and topography.

SECTION 2

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

SECTION 3

Upon conveyance of the first Lot to an owner, the A.C.C. shall adopt general rules to implement the purposes set forth in this Article, and to interpret the covenants in this Section, including, but not limited to, rules to regulate animals, antennas, signs, parking and storage of automobiles and other vehicles, storage and use boats and recreational vehicles, storage and use of machinery, use of outdoor drying lines, trash containers, planting, maintenance and removal of vegetation on the Property.

Animals

All owners of animals must adhere to local rules and regulations concerning animals as defined by the St. Mary's County Animal Control Regulations. These regulations include, but are not limited to, licensing, leashing and vaccination against rabies and other communicable diseases. Specifically, cats, dogs and other domesticated pets must be maintained on a leash or confined within a fence at all times. Owners should attempt to prevent pets from defecating on private property. When defecation on another Owner's property or a Common Area cannot be

prevented, the Owner of the animal shall be responsible for cleaning up behind the animal immediately and to the most thorough extent practicable. Failure to do so will subject the animal's Owner to fines and/or penalties deemed appropriate by the Association subject to accordance with local law. Non-domesticated animals and livestock are strictly prohibited. Further, Owners shall maintain their own Lot regularly to alleviate noxious odors and hazards to public health.

Vehicles

No unregistered vehicles, buses, multi-axle (more than 2) vehicles, construction or farm machinery, off road vehicles (including but not limited to: motorized dirt bikes, three or four wheel all-terrain vehicles, mini-bikes and go-carts) may not be parked in the community. Vehicles not registered for highway usage may not be parked or operated in the roadway or Common Areas at any time. Vehicles in a state of disrepair or disassembly (e.g. cars on stands or blocks, removed body panels, etc.) shall not be permitted in the community. The Southgate Homeowners Association retains the right to have such vehicles towed, at the Owner's expense, following issuance of written notification citing the infraction to the Owner. The Southgate Homeowners Association must provide a period of not less than 48 hours for the Owner to comply with the notification for first time offences.

Parking is allowed only in designated, marked spaces and must be in accordance with current policies and regulations governing assignment and allocation of available spaces. Roadways are not to be blocked in any way such as to impede the safe and free flow of traffic. No parking is allowed around common areas.

Speed limit in all areas is not to exceed 15 miles per hour.

Trash Disposal

All garbage containing food waste must be stored in a sealed plastic trash container to prevent invasion by wildlife. In the event trash does become scattered, the Owner of that waste shall be responsible for cleaning up and removing the refuse promptly or be liable for damages directly or indirectly caused by its presence or charges incurred for its removal. Trash containers may be set out at curbside as early as the evening prior to the scheduled removal day. Containers must be withdrawn to an area hidden from public view on the evening of the scheduled removal day, whether or not removal has occurred.

No dumping of refuse of any kind, including yard waste such as grass clippings, leaves, brush, etc., is permitted in the Common Areas, the storm water management area or conduits leading thereto, or any other area public or private in the community.

Compost bins are allowed but must be maintained in a sanitary manner such that they do not cause a threat to public health, become a source of noxious or offending odors, or a food source for rodents and other wildlife.

Clotheslines, Antennas and Similar Devices

Permanent clothes drying lines are prohibited. Temporary or portable clotheslines may be utilized on occasion but must be located within a privacy fence and shall not exceed the height of that fence by more than two feet.

Owners, residents or agents thereof must request and receive approval in writing from the A.C.C. prior to installation of antennas, lawn ornaments or similar devices with one or more dimensions exceeding three linear feet.

SECTION 4

Waivers to any of the prohibitions in this Article may be granted by the A.C.C. on a temporary basis subsequent to written request stating good cause or reason for such exception. No waiver shall be granted in excess of 72 hours. Requests for extension may be made in writing to the A.C.C. but are not to exceed 24 hours of extension per request if granted. Permanent waivers may be granted only by passage by 2/3 majority vote of the Class A members of the Association.

ARTICLE IX

GENERAL PROVISIONS

SECTION 1

Invalidation of one of these covenants or restrictions by judgment or court order shall not affect any other provisions which shall remain in full force and effect.

SECTION 2

The covenants and restrictions of this Declaration shall run with and bind the property, for a term of forty (40) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless, prior to the expiration of the then current term, a written instrument shall be executed by the then owners of seventy-five percent (75%) of the Lots stating that this Declaration shall expire at the end of the then current term. This Declaration may be amended during the first forty- (40) year period by an instrument signed by the Owners of not less than seventy-five percent (75%) of the lots. Any

amendment must be recorded among the Land Records of St. Mary's County, Maryland.

SECTION 3

Anything set forth in Section 2 of this Article to the contrary notwithstanding, the Partnership shall have the absolute unilateral right, power and authority to modify, revise, amend or change any of the terms or provisions of this Declaration, all as from time to time amended or supplemented. However, this unilateral right, power, and authority of the Partnership may be exercised only if the Veterans Administration (VA), the Federal Housing Administration (FHA), the Federal Home Loan Mortgage Corporation (Freddie Mac), the Federal National Mortgage Association (Fannie Mae) Mac), the Government National Mortgage Association (Ginnie Mae), or the Maryland Community Development Administration (CDA) or any successor agencies or entities thereto or any agencies or entities providing similar programs shall require as a condition precedent to the approval by such agency or entity of the Property or any part thereof or any Lots thereon, for approved mortgage financing purposes under applicable VA, FHA, Freddie Mac, Fannie Mae, Ginnie Mae, CDA or similar programs. If the VA, FHA or the CDA or any successor agencies approve the Property or any parts thereof or any Lots thereon for federally or state approved mortgage financing purposes, any further amendments to the Declaration made during any period of time when there are Class B members of the Association shall also require the prior consent of the agency giving-such approval.

The Trustees join herein for the purpose of assenting to and subordinating the Deed of Trust to the legal operation and effect of this Declaration, reserving, however, the lien and effect of the Deed of Trust on the easements, reservations, rights and benefits reserved and retained by the Partnership herein.

The Lender joins herein for the purpose of assenting to and subordinating its interest under the Deed of Trust to the legal operation and effect of this Declaration, reserving, however, the lien and effect of the Deed of Trust on the easements, reservations, rights and benefits reserved and retained by the Partnership herein.

WITNESS the hands and seals of the parties hereto on the day hereinabove first written.

Southgate Homeowners Association Board of Directors:

President _____ Director _____

Vice President _____ Director _____

Treasure _____ Director _____

Secretary _____

LIBER 1270 FOLIO 192

BOOK 0005 PAGE 0023

We, the Board of Directors of Southgate Homeowners' Association, declare acceptance of the attached covenants, conditions and restrictions, as amended to the original document of 23 April 1991, by the signature of our hand below. By the authority vested in us by the homeowners of the Southgate Community, and passage by ballot at the meeting of 04 April 1998, we ratify this manuscript on this day of 21 April 1998.

Megan Russell
Megan Russell, President

Michael L. Gunn
Michael Gunn, Director

Brian Cullen, Vice President

William Olney, Director

Dee Jones, Treasure

Steven Willing, Director

Stephanie L Edwards
Stephanie Edwards, Secretary

RETURN TO:
NAME: STEVEN WILLING
ADDRESS: 47735 DEVIN CIR
LEXINGTON PARK, MD
20653

LIBER 1270 FOLIO 193 LIBER 031 PAGE 215

0005 PAGE 0024

STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

APPROVED FOR RECORD

5-20-91 at 9:20 a.m.

ARTICLES OF INCORPORATION

SOUTHGATE CENTER COMMUNITY ASSOCIATION, INC.

1:31PM07/19/91 CORP 51.00

In compliance with the requirements of Title 5, Subtitle 2 of the Corporations and Associations Article of the Annotated Code of Maryland, the undersigned, a resident of Maryland, who is at least eighteen years of age, has this day formed a nonstock corporation, not for profit, and does hereby certify:

ARTICLE I

The name of the Corporation is SOUTHGATE CENTER COMMUNITY ASSOCIATION, INC., hereafter referred to as the "Association".

ARTICLE II

The principal office of the Association is located at Oriana, ROUTE 235, California, Maryland 20619.

ARTICLE III

Joseph F. Mitchell, Esquire, whose address is 24 Courthouse Drive, Box 347, Leonardtown, Maryland 20650, is hereby appointed the registered agent of the Association.

ARTICLE IV

The terms "Association", Common Area", "Partnership", "Lots", "Owner" and "Property" as used in the Articles of Incorporation shall have the meanings set forth in the Declaration of Covenants, Conditions and Restrictions of Southgate Center, dated 23rd April 1991, and recorded among the Land Records of St. Mary's County, Maryland in Liber MRB 595, Folio 116 (the "Declaration").

ARTICLE V

The Association shall not operate for pecunairy gain or profit, shall not issue capital stock and no part of the net earnings of the Association shall inure to the benefit of any member or individual (except that reasonable compensation may be paid for services rendered), and the specific purposes for which it is formed are to provide for: (i) the use, improvement, maintenance, operation and repair of the Common Areas located in the Property including any improvements and amenities located thereon; (ii) the establishment of rules and regulations for the use of the Common Areas including any improvements and amenities located thereon; (iii) the distribution among the Owners of the

1140826

LIBER 1318 FOLIO 035

BOOK 0005 PAGE 0025

TENTH SUPPLEMENTAL OR CLUSTER DECLARATION

and

Annexation Amendment

to the

Declaration of Covenants, Conditions and Restrictions

of

WILDEWOOD VILLAGE ASSOCIATION, INC.

and to the

Declaration of Covenants, Conditions and Restrictions

of

WILDEWOOD VILLAGE VILLA ASSOCIATION, INC.

This TENTH SUPPLEMENTAL OR CLUSTER DECLARATION and Annexation Amendment, (the "Tenth Supplemental Declaration"), made this 6th day of August, 1998, 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 Wildewood Village Association, Inc., dated March 31, 1994, recorded among the Land Records of St. Mary's County, Maryland in Liber E.W.A. No. 880 at Folio 416 (the "Master Declaration") establishing Wildewood Village and the Wildewood Village Association, Inc. (the "Master Association").

Rcpt # 34214
EWA TLC Blk # 1982
Aug 24, 1998 02:17 PM

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

RECORDING FEE 20.00
TOTAL 20.00

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

Rcpt # 34214
EWA TLC Blk # 1982
Aug 24, 1998 02:24 PM

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

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

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

(a) Lot 105, 107, & 108 as per Plat Fifteen of Wildewood Village as recorded in the Plat Records of St. Mary's County, Maryland in Plat Liber E.W.A. No. 46, Folio 18.

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
President

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

I HEREBY CERTIFY, that on this 6th day of August, 1998, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared EDMUND W. WETTENGEL, who made oath in due form of law that he is the President of Paragon Builders, Inc., a corporation, the Declarant of the aforegoing Tenth Supplemental Declaration, and that he is authorized to execute the said Tenth Supplemental Declaration on behalf of the Corporation, and that the said Tenth Supplemental Amendment to Declaration is the act of Paragon Builders, Inc. and that said Tenth Annexation Amendment to Declaration was executed and is to be recorded for the purpose of subjecting the described real property to the legal operation and effect of the Master Declaration, and to the jurisdiction of the Master Association and to the Cluster Association and to the jurisdiction of the Cluster Association as stated therein.

AS WITNESS my hand and Notarial Seal.

Cynthia L Bass
Notary Public

My Commission Expires: 12/19/01

WITNESS the hand and seal of Lucie M. Slater on the day and year first above written.

WITNESS

By: Lucie M. Slater
Lucie M. Slater
Owner of Lot # 107

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

I HEREBY CERTIFY, that on this 6th day of August, 1998, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared LUCIE M. SLATER, who made oath in due form of law that she is the Owner of Lot #107 of Wildewood Retirement Village, Phase One, and that the said Tenth Annexation Ammendment to Declaration is the act of Paragon Builder's, Inc. and that said Tenth Annexation Ammendment 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 Wildewood Village Assocition, Inc. and Wildewood Village Villa Association, Inc.

AS WITNESS my hand and Notarial Seal.

Cynthia L Bloom
Notary Public

My Commission Expires:
12/19/01

Original Plat Executed by all parties & recorded in the land records for St. Mary's County, Maryland

BOOK 0005 PAGE 0028

LIBER 1318 FOLIO 038

General Notes:

1. Subject property appears on Tax Map 36, Block 13 as p/o Par. 198 and Map 35, Block 13 as p/o Par. 166
2. The subdivision shown hereon is a part of the WILDEWOOD VILLAGE Development, as approved and is subject to all applicable covenants and restrictions of record
3. Present Zoning: PDR 4.28
4. Public utility easements shall be a minimum of 10 (ten) feet in width along all property lines or as required in the Saint Mary's County Subdivision Regulations, Article 28 - Section 410, and there shall be a 10 (ten) foot easement along all road rights-of-way and a 5 (five) foot easement inside all lot lines for public utilities and drainage.
5. All lots are to be served by central water and sanitary sewer systems constructed in accordance with the Saint Mary's County Standards and Specifications for Water and Sewer Construction and in accordance with the public works agreement between the owner and the Saint Mary's County Metropolitan Commission. The subdivision shown hereon is in compliance with the Saint Mary's County Comprehensive Water and Sewer plan.
6. The utility easement(s) as indicated, is (are) for the use of PARAGON BROADBAND, its successors and assigns, to install and maintain below ground utilities and their appurtenances. Any area disturbed during installation and/or maintenance shall be permanently stabilized. See utility easement covenant for further clarification.
7. **PRIVATE STREETS AND WAYS:** The unit owners of the lots shown hereon will have access to and from Wildewood Parkway, a public street, via Flagstone Way, Fieldstone Lane and Wildewood Village Lane, which are private streets and ways created in accordance with the applicable Declarations of Covenants, Conditions and Restrictions. Said private streets and ways and their maintenance shall be the responsibility of the owners through the Homeowners Association. Said private streets and ways are not a part of the County Road System and all maintenance, save by the County. The location of Flagstone Way will be more definitively shown on subsequent subdivisions of the Wildewood Village Development Envelope.
8. Flagstone Way also to be used as an utility, drainage and pedestrian access easement.
9. Alternate Addresses are shown hereon as thus: (XXXX)

Development, Construction, Utility and Drainage Easement Covenant:

There is hereby created a blanket easement upon, across, over, through and under the subject property, as shown hereon to permit repair, access, construction, installation, system or equipment, operation and maintenance of all roads and utility lines, utility and service lines and systems including but not limited to, drainage swales, storm water management ponds, pipelines, conduits, walkways, water, sewer, gas, telephone, electricity, television cables or communication lines systems. By virtue of this easement, it shall be expressly permissible for PARAGON BROADBAND, Inc. the declarant, its successors and assigns including but not limited to, the providing utility or service company such as C&P TELCO or the St. Mary's County Metropolitan Commission, with the approval of the declarant, to complete construction of all contemplated improvements to the subject property, install and maintain facilities and equipment on said property, to excavate for such purposes and to affix and maintain wires, conduits, pipes and lines on, in and under the roofs and exterior walls of improvements thereon, providing such declared 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, as hereinbefore described, for drainage, storm and storm water management following the natural flow of water throughout the entire area in which said property is located. In addition, any areas designated and utilized for streets, parking lots, utility and service lines and systems, including conduits and connections, shall automatically be deemed a part of a pedestrian walkway system, whether or not the area is so designated on this plat.

Easements shown hereon are approximate. More definitive limits are reflected on the construction plans for Wildewood Parkway, Section 10(H-1)A) to Station 1355+00 and/or the as-built drawings for Phases 1 and 2, Wildewood Reserve Village Development Envelope on file at the Department of Public Works.

Owner and Association Easements and Cross Easements

It is contemplated that the property shown and described hereon, in whole or in part, will be subject to certain homeowners associations including but not limited to, a master association condominium association and any single family attached and detached unit(s) association of which the owners of attached units shall be members of said master association and where the said association is the condominium association. There is hereby created a non-exclusive blanket easement and right over said exclusive cross easements for the benefit of said association, their members and guests to enter upon and cross the properties of the various associations to and over the roads, drives, ingress and egress over the designated Fieldstone to a public street (see general notes 7 and 8) and pedestrian access walkways and to utilize facilities throughout Wildewood Village which are available for their use.

Owner's Dedication:

We, Paragon Builders, Inc., a Maryland Corporation, by Edward R. Wellenger, President, the owners of the property shown hereon and described in the Surveyor's Certification hereto hereby adopt this plan of subdivision upon its approval by all required agencies. We further certify that no other persons have any interest in the property both in fee or as a part of fee, leases, liens, mortgages or deeds of trusts affecting this subdivision. 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 1994 Wildewood PUD amendment as approved and dedicate the streets, walkways, easements, rights of way and other improvements where applicable, to public use.

The requirements of Subsection (c) of Section 3-108 of the Annotated Code of Maryland (New Property Article), as far as it concerns the making of the plat and setting of the markers required thereby, have been or will be complied with, to the best of our knowledge, information and belief.

Edward R. Wellenger, President — Date

Cynthia R. Webb, Secretary — Date

Surveyor's Certification:

I hereby certify, to the best of my knowledge, information and belief, that the plat shown hereon is correct and conforms to the specifications that said plat is a subdivision of part of the lands conveyed unto Paragon Builders, Inc., by deed from Joseph A. Bellehumeur and Rose E. Bellehumeur, his wife, dated May 28, 1993 and recorded among the Land Records of St. Mary's County, Maryland in Liber WAB 191 at Folio 394 and part of the lands conveyed unto Paragon Builders, Inc., by deed from A.S.T., Inc., a Maryland Corporation, dated March 31, 1995 and recorded among said Land Records in Liber WAB 282 at Folio 175, said plat being more particularly described as a subdivision of "Plat One - Development Envelope - Wildewood Village" as recorded among said Land Records in Plat Liber EWA 38 at Folio 120.

The requirements of Subsection (c) of Section 3-108 of the Annotated Code of Maryland (New Property Article), as far as it concerns the making of the plat and setting of the markers required thereby, have been or will be complied with, to the best of my knowledge, information and belief.

Larry O. Day — Date
Registered Land Surveyor
Maryland Certificate No. 9268

Development Envelope
Wildewood Village
plt. EWA 38/120
Zoned PDR 4.28
Use Mixed

Site

Vicinity Map — Scale: 1" = 2,400'

Lot 108 (44037)
Lot 107 (44036)
Lot 105 (44038)
Flagstone Way
Fieldstone Lane
Fieldstone Way
Plat Two Wildewood Village Zoned PDR 4.28 Use R
Plat Three Wildewood Village Zoned PDR 4.28 Use R
Plat Four Wildewood Village Zoned PDR 4.28 Use R
Plat Six Wildewood Village Zoned PDR 4.28 Use R
Plat Seven Wildewood Village Zoned PDR 4.28 Use R
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Planning and Zoning	Health Department	Department of Public Works
Date	Date	Date
Director	Health Officer	Director
P.C. Chairman	Dir. Env. Hyg.	Metropolitan Commission
Case File Number 91-0235	Sanitarian	Date
		Director

No.	Date	Description	By
		SURVEY	

LARRY O. DAY
Surveying, Land Planning & Engineering
44425 Pecan Court Suite 151
California, Maryland 20619
Phone: (301) 863-0145

Plat Fifteen
Lot 305, 307, & 308
WILDEWOOD VILLAGE
Third & Eighth Election Districts
St. Mary's County, Maryland

Current # 75-008	Survey # WW05P15	Cad by LDD	Des by DPM
Date 6-1-95	Scale 1" = 50'	Page 1 of 1	

RZT-15

Recorded Among the Land Records EWA No. 46, Folio 18.

PORTO BELLO ESTATES HOMEOWNERS' ASSOCIATION, INC.

BOOK 0005 PAGE 0029

DISCLOSURES PURSUANT TO THE MARYLAND HOMEOWNERS ASSOCIATION ACT

September 25, 1998

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

Vendor: **PORTO BELLO DEVELOPMENT, INC.**
22954 THREE NOTCH ROAD
CALIFORNIA, MD 20619

President: **DONALD E. CROPP**
22954 THREE NOTCH ROAD
CALIFORNIA, MD 20619

Treasurer: **CHRISTINA CROPP**
22954 THREE NOTCH ROAD
CALIFORNIA, MD 20619

Secretary: **WAYNE HUNT**
22954 THREE NOTCH ROAD
CALIFORNIA, MD 20619

RECORDING FEE 30.00
TOTAL 30.00
Regt SM03 Rcpt # 35495
EMA FL Blk # 2515
Sep 28, 1998 02:30 PM

(2) The name of the Homeowners Association is: **PORTO BELLO ESTATES 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.

(3) The development is located in the Second Election district of St. Mary's County, and contains approximately 334 acres more or less, and is more specifically described in the Declaration of Covenants, Conditions and Restrictions for Porto Bello Estates recorded among the Land Records of St. Mary's County, Maryland at Liber E.W.A. No. 46, Folio 14 as amended, copies of which are attached. There are initially 22 lots in the subdivision. The minimum number of Lots currently planned which may be contained in the subdivision after annexation is 80. The maximum number of lots currently planned which may be contained in the subdivision after annexation is 95.

(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: Smith Dev
ADDRESS: DYN

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

(6) The Declaration provides that the Declarant has reserved the right to annex additional property to the development, it is anticipated that the Declarant will annex additional property into the subdivision from that area shown and identified on the Vicinity Map as Phase I and Phase II, on the aforesaid Plat.

(7) The Association may will own and maintain certain common areas which have not yet been platted. The amount of acreage to be owned and maintain by the association will be dependent on the number of lots which can be subdivided from the property and is roughly estimated to range from 170 acres to 190 acres.

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

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

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

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

(9) There is no estimated proposed annual budget for the homeowners association for the current fiscal year due to the fact that it is anticipated that the homeowners' association will not incur any expenses, other than administrative expenses, (which will be paid by the Declarant during the upcoming year). 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 $300.00 per year, said sum to pay for the maintenance of the common areas and administrative expenses of the homeowners association. A copy of the proposed budget is attached hereto.

(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 $180.00 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 as set forth in the Declaration. 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) A capitalization fee of One Hundred Fifty Dollars ($150.00) shall be collected at settlement with the sale of a lot from the declarant for contribution to the homeowners association. Other than prorated fees or assessments, no other funds are to be collected.

(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.

DEVELOPER
PORTO BELLO DEVELOPMENT, INC.

ATTEST:

_____ _____(SEAL)
By: DONALD E. CROPP, President

ARTICLES OF INCORPORATION
PORTO BELLO ESTATES HOMEOWNERS' ASSOCIATION, INC.
(A Non-Stock, Membership Corporation)

First: *Formation.* I, the undersigned, Bill D. McKissick, Jr., whose post office address is 22738 Maple Drive, Suite 101, Lexington Park, Maryland 20653, being at least twenty-one (21) years of age, do hereby form a corporation under and by virtue of the general laws of the State of Maryland.

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

PORTO BELLO ESTATES HOMEOWNERS' ASSOCIATION, INC.

Third: *Purpose and Powers.* This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, presentation and architectural control of the residence lots and the Association property within all that certain property described in the Declaration of Covenants, Conditions and Restrictions made by Casimir Szlendak and Mary Szlendak, and recorded among the Land Records of St. Mary's County, State of Maryland at **Liber E.W.A. No. 46, Page 14,** as the same may be amended from time to time (hereinafter called the "Declaration"), and such additional property as may be subjected to the Declaration, and to promote the health, safety and welfare of the residents within the above described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose to:

(a) Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

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

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

(d) Dedicate, sell or transfer all or any part of the Association property to any public agency, authority, or utility for such purposes and subject to such conditions as set forth in the Declaration;

(e) Participate in mergers and consolidations with other nonprofit corporations

organized for the same purposes or annex additional residential property and common property subject to the terms of the Declaration;

(f) Have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Maryland by law may now or hereafter have or exercise;

(g) Exercise any other rights and duties as set forth in the Declaration.

Fourth: *Principal Place of Business/Resident Agent.* The post office address of the principal address of the Association in this State is 22738 Maple Road, Suite 101, Lexington Park, Maryland 20653. The name and post office address of the Resident Agent of the Association in this State is Bill D. McKissick, Jr., Esq., 22738 Maple Road, Suite 101, Lexington Park, Maryland 20653. Said Resident Agent is an individual actually residing in the State of Maryland.

Fifth: *Qualification of Members.* The Association shall not be authorized to issue any capital stock. Every person or entity who is a record owner of the fee simple title in any lot which is subject to covenants of record to assessment by the Association, or, if such lot is subject to a reversion reserved in a lease redeemable pursuant to Title 8 of the Real Property Article, Annotated Code of Maryland, the owner of the leasehold interest, including contract sellers, but excluding those have such interest merely as security for the performance of any obligation, shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the Association.

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

Class A: The Class A Members shall be all Owners with the exception (initially) of the Declarant or any other Class B Member. Each Class A Owner shall be entitled to one vote for each Lot owned by the Class A Owner. When more than one person holds an interest in any Lot, all such persons shall be entitled to participate in the Association as Members; provided, however, that persons holding any such interest solely as contract purchasers or as security for the performance of an obligation shall not be Members solely on account of such interests; and provided, further, that, for purposes of voting and determining the existence of a quorum, all such persons so holding an interest in any one Lot shall be treated as a single member. Subject to the terms and conditions of the Bylaws, the vote for any such Lot shall be exercised as determined by the Members holding interests therein, but in no event shall more than one vote be cast with respect to any Lot.

Class B: The Class B Members shall be: (a) the Declarant; and (b) any successor, assignee, or designee of the Declarant who holds or takes title to a Lot or Lots and who is designated as such in a recorded instrument. The Class B Members shall be entitled to three votes

per Lot for each Lot owned by the Declarant now or hereafter by Annexation, all of which shall initially be exercised as determined by the Declarant but any (or all) of which shall be thereafter exercisable as assigned by the Declarant to any other person who is a Class B Member. The Class B membership shall cease and become converted to Class A membership upon the earlier to occur of the following: (i) upon the fifteenth anniversary date of this Declaration; (ii) 180 days after which 90% of the Lots have been conveyed to a purchaser; or (iii) when, at such time as may be before the events specified in (i) and (ii) above, the Declarant, in the Declarant's sole discretion so determines.

From and after the happening of these events, whichever occurs first, the Class B Members shall become Class A Members entitled to cast one (1) vote for each Lot in which such members hold an interest. At such time, the Declarant shall call a meeting of the Members of the Association as provided in the Bylaws for special meetings to advise the membership of the termination of Class B status.

Seventh: *Board of Directors.* The affairs of this Association shall be managed by a Board of three (3) directors, who need not be members of the Association. The number of directors, may be changed by amendment of the By-Laws of the Association. Until such time as the Class B Membership ceases to exist, the number of directors and names of the Directors shall be as appointed by the Declarant. The names of the persons who are to act in the capacity of directors until the selection of their successor are:

Donald E. Cropp
Christina Cropp
Wayne Hunt

At the first annual meeting the members after the Class B members are converted to Class A Members, the number and names of Directors shall be as set forth in the Bylaws.

Eighth: *Dissolution.* The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate pubic agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

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

Tenth: *Amendment.* Amendment of these Articles shall require the assent of seventy-five percent (75%) of the entire membership, except that so long as there shall be Class B membership, a majority of the Class B members alone, without the need for the assent of the Class A members, may amend these Articles.

Eleventh: *Indemnification.* (1) As used in this Article Eleventh any word or words that are defined in Section 2-418 of the Corporations and Associations Article of the Annotated Code of Maryland, as amended from time to time, (the "Indemnification Section"), shall have the same meaning as provided in the Indemnification Section. (2) The Corporation may, as determined by the Board of Directors of the Corporation, indemnity and advance expenses to a director, officer, employee or agent in connection with a proceeding to the extent permitted by and in accordance with the Indemnification Section.

IN WITNESS WHEREOF, I have signed these Articles of Incorporation and have acknowledged the same to be my act this 24th day of ~~August,~~ SEPTEMBER 1998.

WITNESS:

Anne C. Lawes

Bill D. McKissick, Jr.

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STATE OF MARYLAND

BOOK 0005 PAGE 0036

669259

STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

301 West Preston Street Baltimore, Maryland 21201

DATE: SEPTEMBER 25, 1998

THIS IS TO ADVISE YOU THAT THE ARTICLES OF INCORPORATION FOR PORTO BELLO ESTATES HOMEOWNERS' ASSOCIATION, INC. WERE RECEIVED AND APPROVED FOR RECORD ON SEPTEMBER 25, 1998 AT 8:24 AM.

FEE PAID: 100.00

JOSEPH V. STEWART
CHARTER SPECIALIST

AT5—031

BY-LAWS BOOK 0005 PAGE 0037

OF

PORTO BELLO ESTATES HOMEOWNERS' ASSOCIATION, INC.

I. NAME AND LOCATION: The name of the Corporation is PORTO BELLO ESTATES HOMEOWNERS' ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the Corporation shall be located at: 22738 Maple Road, Suite 101, Lexington Park, Maryland 20653, but meetings of members and Directors may be held at such places within the State of Maryland as may designated by the Board of Directors.

II. DEFINITIONS. Unless otherwise set forth herein the words as used herein shall have the same definitions and meanings as set forth in the Declaration of Covenants, Conditions and Restrictions for Willowbrook dated March 31, 1998 and recorded on June 25, 1998 among the Land Records of St. Mary's County, Maryland at Liber E.W.A. No. 1296, Folio 492 (the "Declaration").

III. MEETING OF MEMBERS

1. ANNUAL MEETINGS. The first annual meeting of the members shall be held within one (1) year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at such date as determined by the Board of Directors. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

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

3. NOTICE OF MEETINGS. Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each member entitled to vote thereat, addressed to the

member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

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

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

6. VOTING. At any meeting of the members of the Association, each Class "A" and Class "B" member present, either in person or by proxy, shall have those votes as set forth in the Declaration. The vote of the majority of those present, either in person or by proxy, shall decide any question brought before the meeting, unless the question is one upon which a different vote is required by express provision or of any applicable law of the State of Maryland or of the Articles of Incorporation or of these By-Laws or of the Declaration.

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

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

1. NUMBER. The affairs of this Association shall be managed initially by a Board of three (3) Directors. At such time as the Class B Membership ceases and is converted to the Class A Membership, the affairs of the Association shall be managed by no less than three (3) directors, nor more than seven (7) directors, as determined from time to time by majority vote of the Directors.

2. Until such time as the Class B Membership ceases and is converted to the Class A Membership, the directors shall be appointed by the Declarant without the need for any meeting of the Members, and said directors shall hold their office until replaced by the Declarant. After the Class B Membership ceases and is converted to the Class A Membership the members of the Board of Directors shall serve for a term of three (3) years. At the first annual meeting the members after the Class B membership is converted to the Class A Membership, the board of directors shall elect directors whose terms shall be staggered so as to ensure that no more than three (3) directors' terms expire in any year. At the expiration of the initial term of office of each respective Director, his successor shall be elected to serve a term of three (3) years. The Directors shall hold office until their successors have been elected and hold their first meeting.

3. REMOVAL. For so long as the Class B Membership exists, any Director may be removed by the Declarant with or without cause. At such time as the Class B Membership ceases and is 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 of a Director, the Director's successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

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

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

V. NOMINATION AND ELECTION OF DIRECTORS. The following procedures shall apply at such time as the Class B Membership ceases and is converted to the Class A Membership:

1. NOMINATION. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the Annual Meeting. The Nominating Committee

shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each Annual Meeting of the members, to serve from the close of such Annual Meeting until the close of the next Annual Meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members, including officers and employees of a corporation or a partner in a partnership having an ownership interest in a Lot.

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

VI. MEETINGS OF DIRECTORS

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

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

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

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

the proceedings of the Board.

5. OPEN MEETINGS. All meetings of he Homeowners Association, including meetings of the Board of Directors or other governing body of the Homeowners Association or a committee of the homeowners Association, shall be open to all members of the Home owners Association or their agents as required under Maryland law, but may in closed in accordance with the Md. Real Property Code Annotated.

VII. POWERS AND DUTIES OF THE BOARD OF DIRECTORS

1. POWERS. Subject to the powers and rights of the Declarant as set forth in the Declaration, the Board of Directors shall have the power to:

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

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

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

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

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

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

(G) Elect and remove at pleasure all officers of the Association, reimburse them for expenses

incurred in the performance of their duties, and require of them such security or fidelity bond as it may deem necessary or expedient;

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

(I) Establish, levy and collect the assessments as set forth in the Declaration.

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

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

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

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

(i) Fix the amount of the annual assessment against each Lot

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

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

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

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

(G) Cause the Common Area to be maintained;

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

VIII. OFFICERS AND THEIR DUTIES

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

2. ELECTION OF OFFICERS. The election of Officers shall take place annually at the meeting of the Board of Directors following the annual appointment/election of the Board of Directors.

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

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

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

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

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

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

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

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

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

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

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

office of the Association, where copies may be purchased at reasonable cost. Books and records kept by or on behalf of a Homeowners Association may be withheld from inspection to the extent that they concern:

(i) Personnel records;

ii) An individual's medical records;

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

(iv) The written advice of legal counsel;

(v) As otherwise permitted to be withheld by law;

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

X. ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made upon compliance by the Association with the applicable law related to the establishment and enforcement of such liens. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate determined by the Board of Directors but not less than ten percent (10%) per annum, and the Association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

XI. CORPORATE SEAL. The Association shall have a seal in circular form having within its circumference the words: PORTO BELLO ESTATES HOMEOWNERS' ASSOCIATION, INC. - Corporate Seal - Maryland 1998.

XII. AMENDMENTS

1. AMENDMENTS. These Bylaws may be amended by the unanimous consent of te Board or

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

XIII. MISCELLANEOUS

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

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

IN WITNESS WHEREOF, We, being all the Directors of the PORTO BELLO ESTATES HOMEOWNERS' ASSOCIATION, INC., have hereunto set our hands and this 25 day of September, 1998.

Donald E. Cropp (SEAL)
DONALD E. CROPP

Christina Cropp (SEAL)
CHRISTINA CROPP

Wayne A. Hunt (SEAL)
WAYNE HUNT

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INFORMAL ORGANIZATIONAL ACTION
OF THE BOARD OF DIRECTORS
OF
PORTO BELLO ESTATES HOMEOWNERS' ASSOCIATION, INC.

SEPTEMBER 25, 1998

The undersigned, constituting all of the members of the Board of Directors of PORTO BELLO ESTATES HOMEOWNERS' ASSOCIATION, INC., a Maryland corporation (the "Corporation"), in accordance with Section 2-408(c) of the Corporations and Associations Article of the Annotated Code of Maryland, do hereby take the actions below set forth, and to evidence their waiver of any right to dissent from such actions, do hereby consent as follows:

RESOLVED, that the Articles of Incorporation of this Corporation filed with the State Department of Assessments and Taxation on or about September 25, 1998, and filed herewith and incorporated by reference herein be and the same are hereby approved and accepted.

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

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

NAME	OFFICE
Donald E. Cropp	**President**
Christina Cropp	**Treasurer**
Wayne Hunt	**Secretary**

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

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

RESOLVED, that the Secretary of this Corporation is authorized and directed to deliver and certify to the bank a copy of these resolutions, together with a certificate setting forth the names and certifying signatures of the present officers of this corporation, and certifying the signatures of persons other than officers of this Corporation who are authorized to sign as above set forth, and the bank shall be free from all liability and fully protected on such

certificates of the Secretary and shall be indemnified and saved harmless from any claims, demands, expenses, loss or damage resulting from or growing out of honoring the signature of any officer so certified, or refusing to honor any signature not so certified until the actual receipt by the Bank of a written notice purporting to be under the seal of this Corporation and purportedly signed by the President or Secretary of this Corporation notifying the Bank of any change of such officers or other authorized signers.

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

RESOLVED, in accordance with Article XI, Section 5 of the Declaration of Covenants, Conditions and Restrictions for Chestnut Hills ("Declaration"), there is hereby created an Architectural Review Committee consisting of the following persons:

Donald E. Cropp

RESOLVED, pursuant to Article XI, Section 5 of the Declaration, the Board hereby delegates its powers set forth in Article XI, Sections 1, 2 and 3 of the Declaration to the Architectural Review Committee, expressly reserving unto itself those powers set forth in Section 4 of the aforesaid Article and the right to hear appeals from the decisions of the Architectural Review Committee as set forth in Section 5 of the aforesaid Article.

RESOLVED, pursuant to Article XI, Section 4 of the Declaration, the architectural regulations and standards contained in the attached document entitled "Porto Bello Estates Association, Inc. Architectural Control Procedures and Regulations", having been reviewed and accepted by the Board, are hereby approved and accepted as guidelines which may be followed by the Board and/or Architectural Review Committee, in its discretion, when reviewing improvements, alterations, and modifications to lots within the subdivision;

RESOLVED, that the annual assessment for each Lot in the subdivision for the calendar years 1998 and 1999 shall be One Hundred Eighty Dollars ($180.00);

RESOLVED, pursuant to Article XII, Section 2 of the Declaration that the entire annual regular assessment, set as aforesaid, shall be collected on a yearly basis, in advance from the Owners; and

RESOLVED, that initial purchasers of lots in the subdivision pay at the time of closing an amount equal to the pro-rated semi annual assessment.

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

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

Donald E. Cropp SEAL
DONALD E. CROPP

Christina Cropp SEAL
CHRISTINA CROPP

Wayne Hunt SEAL
WAYNE HUNT

ATTACH ARCHITECTURAL REGS

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BOOK 0005 PAGE 0050

PORTO BELLO ESTATES ASSOCIATION, INC.

ARCHITECTURAL CONTROL PROCEDURES AND REGULATIONS

ARTICLE I
PURPOSE AND ORGANIZATION

Section 1. Preample. The Architectural Control Procedures and Regulations included here have bee designed with the thought that most persons would like to be a part of a community which has successfully balanced and accounted for the rights of all its members. This specifically means each individual property owner's right to enjoy their lot without disturbing their neighbors.

Section 2. The Architectural Control Committee. There is hereby created a PORTO BELLO ESTATES ARCHITECTURAL CONTROL COMMITTEE. The Committee shall be compose of one or more members appointed by the Board of Directors of the Porto Bello Estates 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 initial Committee shall be: Donald Cropp. The Architectural Control Committee shall regulate the external design, appearance, location and maintenance of properties and improvements thereon.

Section 3. Powers. The Architectural Control Committee shall have the powers as are outlined by and are relative to Articles I, II, III, and IV of the Architectural Control Procedures and Regulations.

ARTICLE II
ARCHITECTURAL REGULATIONS CONCERNING STRUCTURES

Section 1. Definition. A Structure is defined as any addition or alteration of a permanent nature to the principal building (if the principle building is constructed by Colony Builders, Inc.) or property. Some examples are fences, new structures, out/accessory buildings and signs, regardless of size, whether attached or detached and shall include a principle building only if the same is not constructed by Colony Builders, Inc.

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

Section 3. Storage Sheds and Outbuildings. Any and all storage sheds and outbuildings including dog houses must be approved by the Building Committee. Such buildings shall not be permitted in the front yard area, and should be constructed of the same surface materials, styles and colors as the primary building on the lot. It is not necessary for a dog house to be constructed of the same materials as the primary building but it should be constructed in a quality manner and match the primary building in color. The structure must be located at the rear of the building and within the standard set back. The structure should also be screened by vegetation from the adjoining properties.

Section 4. Colors. Exterior colors are a dominate visual element and a major expression of an owners preferences. Sensitive, color selection will contribute to Porto Bello Estates harmonious and aesthetically pleasing ambiance. Exterior colors of all structures shall match that of the existing unit, and in the event of a total color change, the new color shall be in harmony with existing units. All changes affecting exterior surface colors must be approved by the Architectural Control Committee.

Section 5. Fences. In keeping with the Porto Bello Estates concept of blending man made improvements with the existing environment, fences are discouraged. All fences must be approved by the Architectural Control Committee. Fences that may be permitted will be made of wood and shall be located at the rear of the homes. The use of wire, electric or bare chain link fencing is prohibited.

Section 6. Signs. Except for such signs as may be posted by the Declarant or the Board for promotional or marketing purposes, traffic control or the like, no signs of any character shall be erected, posted or displayed upon, in, from or about any Lot or the Common Areas without the prior consent in writing of the Board and compliance with such conditions as it may establish. In general, is shall be the policy of the Board to allow one temporary "for sale" sign of reasonable dimensions not exceeding three (3) square feet in area (per side) to be erected on each Lot, but the prior consent of the Board as to size, appearance, and location shall be required for any such sign, and the Board shall be privileged to withhold or revoke its consent as to any such sign when, in its sole discretion, the erection or maintenance of such sign shall be contrary to the best interests of the Owners. The provisions of this subsection shall not be applicable to the holder of any first mortgage which comes into possession of any Lot by reason of any remedies provided by law or in such mortgage or as a result of a foreclosure sale or other judicial sale or other proceeding, arrangement, assignment or deed in lieu of foreclosure, with respect to reasonable "for sale" signs.

ARTICLE III
REGULATIONS CONCERNING NON-STRUCTURAL ITEMS

Section 1. Definition. Non-structural items are defined as any and all items of a non-permanent nature, e.g., antennas, drying lines, pets, signs, trash, vehicles, wood piles, landscaping, recreational equipment, solar and wind energy collectors/generators.

Section 2. Clothes Drying Equipment. Clothes lines or other exterior clothes drying apparatus shall be permitted provided that the same are screened from public view.

Section 3. Pets. The maintenance, keeping, boarding or raising of animals, livestock, or poultry of any kind, regardless of number, shall be and is hereby prohibited in the Common Areas and on any Lot or within any dwelling, except that this shall not prohibit the keeping of dogs, cats, fish, or caged animals as domestic pets provided they are not kept, bred or maintained for commercial purposes and provided further, that such domestic pets are not a source of annoyance or nuisance to the neighborhood or other residents of the Property. The Board shall have the authority, after hearing, to determine whether a particular pet is a nuisance or source of annoyance to other residents, and such determination shall be conclusive. Pets shall be attended at all times and shall be registered, licensed and inoculated as may from time to time be required by law. Pets shall not be permitted upon the Common Areas unless accompanied by a responsible person and unless they are carried or kept under the strict control of the Owner. The Board shall have the right to adopt such additional Rules and Regulations regarding pets as it may from time to time consider necessary or appropriate.

Section 4. Personal Property. All personal property placed in any part of the Property outside a dwelling shall be at the sole risk of the owner of such property, and neither the Declarant, the Association, the Board, nor the Management Agent shall be liable for the loss, destruction, or theft or, or damage to, such property.

Section 5. Signs. Except for such signs as may be posted by the Declarant or the Board for promotional or marketing purposes, traffic control or the like, no signs of any character shall be erected, posted or displayed upon, in, from or about any Lot or the Common Areas without the prior consent in writing of the Board and compliance with such conditions as it may establish. In general, is shall be the policy of the Board to allow one temporary "for sale" sign of reasonable dimensions not exceeding three (3) square feet in area (per side) to be erected on each Lot, but the prior consent of the Board as to size, appearance, and location shall be required for any such sign, and the Board shall be privileged to withhold or revoke its consent as to any such sign when, in its sole discretion, the erection or maintenance of such sign shall be contrary to the best interests of the Owners. The provisions of this subsection shall not be applicable to the holder of any first mortgage which comes into possession of any Lot by reason of any remedies provided by law or in such mortgage or as a result of a foreclosure sale or other judicial sale or other proceeding, arrangement, assignment or deed in lieu of foreclosure, with respect to reasonable "for sale" signs.

Section 6. Trash. Garbage, trash and other refuse shall be placed in covered containers. Trash and garbage containers shall not be permitted to remain anywhere in view from public roadways except on days of trash collection.

Section 7. Objectionable Vehicles. Except as elsewhere herein provided, no junk or inoperable vehicle or other vehicle on which currently valid registration plates are not displayed, vehicles which exceed twenty-five (25) feet in length and/or have two (2) axles, trailer, house trailer, or other similar machinery or equipment of any kind or character (except for such equipment and machinery as may be reasonable, customary and usual in connection with the use and maintenance of any dwelling and except for such equipment and machinery as the Association may require in connection with the maintenance and operation of the Common Areas) shall be kept upon any part of the Property nor shall the repair or extraordinary maintenance of automobiles or other vehicles be carried out thereon. Notwithstanding the foregoing, boats, campers, Winnebagos, or other recreational vehicles, or the like, may be permitted on a Lot provided that the Owner first obtains the Approval of the Architectural Control Committee which conditions must be designed to ensure that the boat or vehicle is adequately screened from the view of neighboring Owners and the road.

Section 8. 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.

Section 9. Landscaping. Removal of trees larger than a ten inch (10") caliper must be approved by the Architectural Control Committee.

Section 10. Swimming Recreational Equipment Pools. Recreational equipment/swimming pools shall not be located in the front yards of homes except for basketball goals. All equipment of a permanent nature and all pools must be the approval of the Architectural Control Committee.

Section 11. 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 12. Mailboxes. Only mailboxes approved by the Architectural Control Committee may be used.

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 Porto Bello Estates must submit a dated application for approval of the design for the construction, alteration or addition to the Architectural Control Committee.

Section 2. Special Impact Submission. If, in the opinion of the Architectural Control Committee, a structural change has significant impact on the entire community, the applicant shall be notified within fifteen (15) days that their request will be posted in a Newsletter and comments solicited. The Architectural Control Committee will accept comments for ten (1) days after publication. If the Architectural Control Committee determines that a decision cannot be responsibly made within forty-five (45) 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. Each applicant for approval of an addition, alteration, or improvement to, or of, a Lot shall submit to the Board at least two sets of plans and specifications therefor. Upon approval by the Board of such plans and specifications, as approved, said plans and specifications shall be deposited among the permanent records of the Association and the other copy of such plans and specifications bearing such

approval, in writing, shall be returned to the applicant submitting the same. In the event the Board fails to approve or disapprove any plans and specifications which may be submitted to it pursuant to the provisions of this article within thirty (30) days after such plans and specifications (and all other materials and information required by the Board) have been submitted to it in writing, the party making the submission for approval shall deliver written notice to the Board of its failure to act, and if approval is not granted or denied within fifteen (15) days thereafter the plans and specifications shall be deemed approved.

The approval of the Board of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of such committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings, or matter subsequently or additionally submitted for approval or consent.

Section 4. Required Submission for Design Review:

1) New Construction - Principle Building Not Constructed by Colony Builders, Inc. For the original construction of a principal building on a lot not constructed by Colony Builders, Inc., the submission shall include two (2) copies of the following:

a) Lot number and street address.

b) Architectural plans and elevations at a scale of ¼ inch equals one foot, or larger.

c) Description and/or samples of exterior surface materials and colors to be used.

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

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

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.

Section 5. Notice to Board of Directors. The Architectural Control Committee shall forward a copy of each application, 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 the recommendations from the Architectural Control Committee to the Board of Directors of the Association and approval by the Board of Directors.

BOOK 0105 PAGE 0054

Approved this 25 day of September, 1998.

Board of Directors

DONALD E. CROPP

CHRISTINE CROPP

WAYNE HUNT

BOOK 0005 PAGE 0035

FIRST DISCLOSURES TO BE RECORDED
IN THE
ST. MARY'S COUNTY HOMEOWNERS ASSOCIATION DEPOSITORY
PURSUANT TO THE
MARYLAND HOMEOWNERS ASSOCIATION ACT

SECTION ONE
ST. JAMES SUBDIVISION
PLAT LIBER E.W.A. 46, FOLIO 78

October 12 , 1998

(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.
530 Eastpark Court-Suite A
Sandston, VA 23150
804 328-1700

PRESIDENT
Joel K. Mostrom
530 Eastpark Court-Suite A
Sandston, VA 23150
804 328-1700

SECRETARY
David I. Clay
530 Eastpark Court-Suite A
Sandston, VA 23150
804 328-1700

RECORDING FEE 50.00
TOTAL 50.00
Rec't SM03 Rcpt # 35363
EMA MAB Blk # 829
Oct 13, 1998 01:41 PM

TREASURER
William Tolley
530 Eastpark Court-Suite A
Sandston, VA 23150
804 328-1700

(2) The name of the Homeowners Association is: **ST. JAMES NEIGHBORHOOD, 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. Correspondence to the Association may be addressed c/o David I. Clay 530 Eastpark Court-Suite A, Sandston, VA 23150, Phone: 804 328-1700.

(3) The development is located in the First Election district of St. Mary's County, and contains initially 49.254 acres more or less, and is more specifically described in the Declaration of Covenants, Conditions and Restrictions for St. James recorded among the Land Records of St. Mary's County, Maryland at Liber E.W.A. No. 1335, Folio 154 as amended, copies of which are attached.

There are initially 17 lots in the subdivision. The minimum number of Lots currently planned which may be contained in the subdivision after annexation is 90. The maximum number of lots currently planned which may be contained in the subdivision after annexation is 115.

(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 as more specifically shown on the Plat of subdivision as identified in the Declaration.

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

(6) The Declaration provides that the Declarant has reserved the right to annex additional property to the development, and it is currently anticipated that the Declarant will annex additional property into the Development as more specifically described in the Declaration.

(7) The Association may own and maintain common areas to be shown and described more specifically on the subdivision plats as they are recorded.

(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) The proposed annual budget for the homeowners association for the current fiscal year due is attached. 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 $350.00 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 $350.00 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 an 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 as set forth in the Declaration. 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) A $250.00 capitalization fee for contribution to the homeowners association shall be collected at settlement.

(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.

BOOK 0003 PAGE 0028

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

ATTEST

DECLARANT
Delmarva Properties, Inc.

By: _____
JOEL K. MOSTROM, President

Date: 10-12-98

STATE OF ,
COUNTY OF , **to wit:**

I HEREBY CERTIFY that on this 12 day of October, 1998, before me, the subscriber, a notary public in and for the jurisdiction aforesaid, personally appeared JOEL K. MOSTROM, President of Delmarva Properties, Inc., who is known to me (or satisfactorily proven) to be the person who signed the within instrument and acknowledged the aforegoing instrument to be the act of Delmarva Properties, Inc..

AS WITNESS my hand and Notarial Seal.

_____
Notary Public
My Commission expires: 7-30-2002

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BOOK 8000 PAGE 0089

INFORMAL ORGANIZATIONAL ACTION
OF THE BOARD OF DIRECTORS
OF
ST. JAMES HOMEOWNERS' ASSOCIATION, INC.

October 9, 1998

The undersigned, constituting all of the members of the Board of Directors of ST. JAMES HOMEOWNERS' ASSOCIATION, INC. , a Maryland corporation (the "Corporation"), in accordance with Section 2-408(c) of the Corporations and Associations Article of the Annotated Code of Maryland, do hereby take the actions below set forth, and to evidence their waiver of any right to dissent from such actions, do hereby consent as follows:

RESOLVED, that the Articles of Incorporation of this Corporation filed with the State Department of Assessments and Taxation on or about October 9, 1998 and filed herewith and incorporated by reference herein be and the same are hereby approved and accepted.

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

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

NAME	OFFICE
David Painter	**President**
Eric Rowland	**Vice President**
David I. Clay	**Treasurer**
David I. Clay	**Secretary**

RESOLVED, that the following persons are hereby appointed as Directors of the Corporation to serve until their respective successors are chosen and qualify:

NAME
David Painter
Eric Rowland
David I. Clay

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

RESOLVED, that this Corporation open a bank account with Crestar Bank and that any officer of the Corporation is authorized to sign checks and negotiable instruments.

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

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

RESOLVED, that the annual assessment for each Lot in the subdivision for the calendar years 1998 and 1999 shall be Three Hundred Fifty Dollars ($ 350.00) per year and the budget of the Corporation attached hereto as Exhibit A is hereby adopted as the budget of the Association until such time as a new budget is adopted by the Association. A Two Hundred Fifty Dollar ($250.00) capitalization revenue payment shall be required at settlement on the sale of lots.

RESOLVED, that the fiscal year of the Association shall commence on January and end on December;

RESOLVED, that the St. James Construction Standards and Guidelines attached hereto as Exhibit C are hereby adopted as rules and regulations of the Association pursuant to Article XI, Section 4 of the Declaration of Covenants, Conditions and Restrictions for St. James;

RESOLVED, that pursuant to Article XI, Section 5 of the Declaration there is hereby created an Architectural Review Committee which will consist of a maximum of 3 individuals appointed by the Board of Directors from time to time;

RESOLVED, that the powers and authorities of the Board of Directors as set forth in Article XI, Sections 1, 2 and 3 are hereby delegated to said Architectural Review Committee, provided that the Board of Directors does hereby retain the power and authority to hear appeals from interested parties concerning final decisions of the Architectural Review Committee and does hereby expressly reserve the power set forth in Section 4 of Article XI of

the Declaration: BOOK [illegible] PAGE [illegible] 61

RESOLVED, that the following person(s) are hereby appointed to the Architectural Review Committee to hold said positions until their successors are appointed:

NAME

Doug Gree, AIA

David Painter

Eric Rowland

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

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

SEAL
DAVID I. CLAY

SEAL
DAVID PAINTER

SEAL
ERIC ROWLAND

The undersigned Declarant under the Declaration of Covenants, Conditions and Restrictions for St. James as recorded among the Land Records of St. Mary's County, Maryland hereby ratifies and adopts the actions taken by the aforesaid Organizational Board of Directors as actions of the Declarant to the extent that that the approval or consent or action is required of the Declarant.

Delmarva Properties, Inc.

By:
JOEL K. MOSTROM

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BOOK [illegible] PAGE [illegible] 02

EXHIBIT A
TO THE ORGANIZATIONAL MINUTES OF THE BOARD OF DIRECTORS
OF THE ST. JAMES HOMEOWNERS ASSOCIATION, INC.

ITEMIZED MAINTENANCE BUDGET

BOOK [illegible] PAGE [illegible]063

DELMARVA
PROPERTIES INCORPORATED

Itemized Maintenance Budget

St. James / Annual

Pool and Clubhouse	$ 1,000.00
Landscaping (& Bike Trail)	$13,200.00
Lighting	$ 4,200.00
Accounting/Legal	$ 3,000.00
Architectural Review	$11,400.00

acb \\BRYAN-PC\Forms\Homeowners Associations\St. James\Itemized Maintenance Budget.doc

530 Eastpark Court, Suite A, Sandston, VA 23150
804/328-1700 Fax 804-328-0755
A Chesapeake Company

EXHIBIT B
TO THE ORGANIZATIONAL MINUTES OF THE BOARD OF DIRECTORS
OF THE ST. JAMES HOMEOWNERS ASSOCIATION, INC.

BYLAWS OF THE ASSOCIATION

BY-LAWS

BOOK [illegible] PAGE [illegible] 65

OF

ST. JAMES HOMEOWNERS' ASSOCIATION, INC.

I. NAME AND LOCATION: The name of the Corporation is ST. JAMES HOMEOWNERS' ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the Corporation shall be located at: 22738 Maple Road, Suite 101, Lexington Park, Maryland 20653, but meetings of members and Directors may be held at such places within the State of Maryland as may designated by the Board of Directors.

II. DEFINITIONS. Unless otherwise set forth herein the words as used herein shall have the same definitions and meanings as set forth in the Declaration of Covenants, Conditions and Restrictions for St. James dated October 12, 1998, and recorded on October 13, 1998, among the Land Records of St. Mary's County, Maryland at Liber E.W.A. No. 1335, Folio 154.

III. MEETING OF MEMBERS

1. ANNUAL MEETINGS. The first annual meeting of the members shall be held within one (1) year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at such date as determined by the Board of Directors. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

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

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

4. QUORUM. The presence at the meeting of members entitled to cast, or of proxies entitle to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented, or the members shall be entitled to exercise the procedure set forth in Md. Corp. & Assoc. Code Ann. § 5-206 as the same may be amended from time to time.

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

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

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

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

IV BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE:

1. NUMBER. Until such time as the Class B Membership ceases to exist and is converted to Class A Membership, the affairs of the Association shall be managed by a Board of three (3) Directors selected by the Declarant. After the conversion of the Class B Membership, the affairs of this Association shall be managed by a Board of five (5) Directors.

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

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

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

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

V. NOMINATION AND ELECTION OF DIRECTORS

1. NOMINATION. After conversion of the Class B Membership to the Class A Membership, nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the Annual Meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each Annual Meeting of the members, to serve from the close of such Annual Meeting until the close of the next Annual Meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members, including officers and employees of a corporation or a partner in a partnership having an ownership interest in a Lot.

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

VI. MEETINGS OF DIRECTORS

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

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

BOOK [illegible] PAGE [illegible]

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

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

5. OPEN MEETINGS. Except as permitted by Maryland law, all meetings of the Homeowners Association, including meetings of the Board of Directors or other governing body of the Homeowners Association or a committee of the Homeowners Association, shall be open to all members of the Homeowners Association or their agents.

VII. POWERS AND DUTIES OF THE BOARD OF DIRECTORS

1. POWERS. In addition to any other powers granted to the Board of Directors under Maryland law, the Declaration, or these Bylaws, the Board of Directors shall have the power to:

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

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

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

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

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

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

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

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

(I) Establish, levy and collect the assessments referred to in these By-Laws and the Declaration.

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

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

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

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

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

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

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

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

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

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

(G) Cause the Common Area to be maintained;

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

VIII. OFFICERS AND THEIR DUTIES

1. ENUMERATION OF OFFICERS. The officers of this Association shall be a President, a Secretary, and a Treasurer, and such other officers as the Board may from time to time by resolution create.

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

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

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

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

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

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

8. DUTIES. Except as otherwise determined by the Board, the duties of the officers are as follows:

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

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

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

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

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IX. BOOKS AND RECORDS

Subject to the provisions of the Maryland Homeowners Association Act, the books, records and papers of the Association shall at all times, upon notice, during reasonable business hours, be subject to inspection by any member, mortgagee, agent or attorney. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost. Books and records kept by or on behalf of a Homeowners Association may be withheld from public inspection as permitted by Maryland law. The Homeowners Association may impose a reasonable charge upon a person desiring to review or copy the books and records.

X. ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made upon compliance by the Association with the applicable law related to the establishment and enforcement of such liens. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate determined by the Board of Directors but not less than ten percent (10%) per annum, and the Association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

XI. CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: ST. JAMES HOMEOWNERS' ASSOCIATION, INC. - Corporate Seal - Maryland 1998.

Corporate Seal

XII. AMENDMENTS

These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy, except that these Bylaws may be amended solely by the Declarant, without any other approvals if the same is required to bring the Bylaws into compliance with any requirements of either the FNMA, the FHLMC, the VA, the FHA or any other governmental or quasi governmental agency. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

XIII. MISCELLANEOUS

1. FISCAL YEAR. The fiscal year of the Association shall be as determined by the Board of Directors.

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

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IN WITNESS WHEREOF, We, being all the Directors of the ST. JAMES HOMEOWNERS' ASSOCIATION, INC., have hereunto set our hands and this 9th day of October, 1998.

(SEAL)
DAVID PAINTER

(SEAL)
ERIC ROWLAND

(SEAL)
DAVID I. CLAY

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EXHIBIT C
TO THE ORGANIZATIONAL MINUTES OF THE BOARD OF DIRECTORS
OF THE ST. JAMES HOMEOWNERS ASSOCIATION, INC.

CONSTRUCTION STANDARDS AND GUIDELINES OF THE ASSOCIATION

BOOK 0000 PAGE 0072

St. James

Construction Standards
and Guidelines

1998

Prepared by:
Design / Management Associates
Incorporated
Richmond, Virginia

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October 1, 1998
Revised:
1.
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1 POLICIES AND PROCESS

1.1 PHILOSOPHY OF DEVELOPMENT

1.1.1. St. James is a community of spacious home sites in wooded surroundings and a gently rolling landscape. All homes are located on quiet residential streets, many of which are cul-de-sacs. The homes themselves will emphasize traditional styles that are sympathetic to the historic flavor of St. Marys County. The architectural review process will encourage a consistency in character and quality of all the homes developed, while promoting variety and individuality in specific home designs. The process will also encourage a strong visual sense of "community" in the streetscapes and front yards, while preserving privacy and individual settings in the rear yards. Only high quality in architecture and landscape design will be approved in order to create a context in which individual tastes are not sacrificed, but blended in a way that overall property values will be protected. To accomplish these goals, protective Covenants and these Standards have been established. The design concept and these Standards for St. James are based on a synthesis of the best features of several other successful communities. These Standards have been developed in order to provide each homeowner the maximum protection for, and assurance of, the longevity of their investment.

1.2 AUTHORITY TO ESTABLISH STANDARDS AND CONDUCT DESIGN REVIEW

1.2.1 The General Covenants establish the authority of the Declarant (Developer) and Association Board of Directors to create design standards and maintain a St. James Architectural Review Committee. These Standards have been written not only to establish rules that guide design and construction, but also to define and establish the basis and reasoning for those rules, and to assist the builder and homeowner in understanding the rules by providing illustrations and explanations of requirements where helpful.

1.2.2 The Declarant reserves the right to review, evaluate, and approve, disapprove, allow or not allow the use of all builders and/or Realtors marketing and/or advertising plans and programs related to the sale and construction of new homes to be built in St. James.

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1.2.3 The St. James Architectural Review Committee (ARC) has been established to implement these Standards. Although the Standards contain a listing of specific requirements to be followed, the very nature of design is an individualistic process. Consequently the responsibility of the ARC is to interpret the goals of the community and these Standards as they relate to each design submittal.

1.3 THE ST. JAMES DESIGN GOALS

1.3.1 The rules and criteria developed in this book are all based on the following general design goals of St. James. The St. James Architectural Review Committee (ARC) will also use these goals as the basis for review of any improvement that is not otherwise addressed by more specific criteria in this book.

a) GOAL #1 - PRESERVE ENVIRONMENTAL QUALITY: Approval for clearing and alteration of existing lots shall be made only for approved structures, site improvements, landscaping, and access, and may not be performed in a manner that will result in erosion of soils, excessive water runoff, discharge of wastes into the soils or waters, stagnation or standing water, or substantial removal of indigenous vegetation.

b) GOAL #2 - CREATE A BALANCE OF COMMUNITY AND PRIVACY: Each structure or site improvement shall be sited to create a proper setting within each lot, consistent with the density and setbacks of the community, so as not to unduly restrict the view, light, or breeze to or from neighboring properties, and so as not to compromise the privacy of any other lot below the general level enjoyed by other members of the community.

c) GOAL #3 - ENCOURAGE CONTEXTUAL DESIGN: Every structure shall be of a size and use that is consistent with the standards applicable to that section of the community. All structures and site improvements shall be designed in styles, shapes, sizes, massing, and colors to be of good proportions, well balanced, and appropriate to this community.

d) GOAL #4 - MAINTAIN HIGH APPEARANCE STANDARDS: All improvements to any lot in a neighborhood shall meet minimum standards of design and material quality consistent with the level of quality established for that neighborhood. The exterior of each

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structure shall consist of a vocabulary of materials, products, and assemblies that are harmonious with each other, consistent and supportive of the architectural style, and appropriate to the general appearance characteristics of the community. All construction shall be of workmanlike quality consistent with normal professional standards of workmanship.

1.3.2 INTERPRETATION BY ARC: The ARC shall judge compliance with these policies in questions of appearance, aesthetics, or infringement by design upon the rights of other residents. The ARC reserves the right to require modifications to proposed designs including deletion, addition, or relocation of design elements in order to achieve compliance with these policies.

1.3.3 AMENDMENTS AND DELETIONS: The St. James Architectural Review Committee reserves the right to modify, add to, or delete from any specific section of the St. James Standards from time to time. All changes must be ratified by the Board of Directors prior to incorporation into these Standards.

1.4 RESPONSIBILITY FOR OBTAINING APPROVALS

1.4.1 PROPERTY OWNER IS RESPONSIBLE: Each property owner within St. James is responsible for his or her property's compliance with these Standards. Any proposed improvements to be made to that property may affect that compliance, and the Covenants require that the Owner obtain approvals from the Association prior to making the improvements, in order to maintain compliance. This is true regardless of whether or not the work is being performed by the Owner directly or by a Contractor.

1.4.2 PROPERTY OWNER TO COMPLY WITH OTHER LAWS: In addition to approvals from the Association, other approvals and permits may be required by the County, such as a building permit. It is not the responsibility of the Association, the ARC, or the Developer, to obtain any other permits for you, nor to provide any guarantees or waive any legal requirements for compliance with any state or county law, with the Declaration or with these Standards.

1.5 PREPARATION OF SUBMITTALS

1.5.1 SUBMITTALS TO BE COMPLETE AND ACCURATE: Submittals prepared for consideration by the ARC need to be complete and accurate. Submittals for

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design review must include drawings prepared as described below. The ARC may require that color chips accompany color applications. All requested information on the application forms needs to be furnished. The ARC will reject applications that are incomplete or inaccurate.

1.5.2 SUMMARY OF SUBMITTAL REQUIREMENTS: Proper submittals include drawings that are neat, accurate, drawn to scale, and with sufficient detail to adequately explain the entire design. Insufficient explanation of a design including all visible details, is cause for rejection of an application. The ARC, at its discretion, may accept plans that are marked-up in red with late changes to design features. However, the ARC may require that the marked-up sheets be corrected and revised, and re-submitted. As a minimum requirement, one (1) copy of each of the following drawings shall be submitted:

NEW HOMES:

- Site Plan
- Foundation Plan
- Floor Plans
- All Exterior Elevations (Show actual ground level. Indicate finish materials.)
- Exterior Color Selection (submit with New Home application)

ADDITIONS:

- Site Plan - showing addition location, distances to property lines and tree(s) if any, to be removed. Show any changes in landscaping.
- Floor plan(s) of Addition
- All Exterior Elevations of Addition including existing house. (Show finish materials).

ACCESSORY STRUCTURES:

- Site Plan - showing location of new structure and existing house, with distances between each, distances to property lines, and tree(s) if any to be removed.
- Floor Plan(s)
- All Exterior Elevations (Show finish materials).

OTHER SITE IMPROVEMENTS:

- Site Plan - showing location of improvement, existing structures, distances to property lines, tree(s) if any to be removed.
- Plan of Improvement (ex: deck, patio, swimming pool, etc.)

FENCES:

- Site Plan - showing location, extent of fence, and tree(s) if any to be removed.
- Drawing of fence with heights, materials and sizes identified.

HOUSE COLORS:

- For changes to existing house colors, submit application form with manufacturer's names and color names. Submit color chips with application.

1.5.3 MINIMUM SCALE OF DRAWINGS: Site plans shall be drawn to scale (min. 1"= 100'). Drawings of structures, houses, or other improvements shall be drawn to scale (min. 1/8"= 1'-0").

1.5.4 SUBMITTALS KEPT FOR RECORD: Submittals are kept on file for a record of approved designs. Therefore submitted drawings should be copies of originals, not the originals themselves.

1.6 REVIEW PROCESS

1.6.1 The ARC reviews plans for new houses, modifications, additions and accessory buildings. As plans are received, the ARC reviews all requests submitted on the appropriate application forms together with their supporting drawings and information. An ARC representative will be on site in the community at least twice a month for review of color submittals, site stake-out, and project completion. Application forms are available from Design Management Associates, Inc. at 1-804-644-6404. Two weeks will be allowed for the review of site and construction plans. Requests for site inspection should be made at least seven (7) days prior to your anticipated need for approval (to start work, close on property, etc.).

1.7 REVIEW BASIS

1.7.1 The ARC bases it's review of each application on it's interpretation of the Covenants and these Standards and on the graphic and written information presented. Due to time constraints, ARC review of all applications occurs without personal presentations by the applicants. Therefore it is incumbent upon the applicant to provide sufficient and accurate information to the ARC for

proper consideration. If, in the applicant's opinion, extenuating circumstances exist which would justify a variance from stated guidelines, this information should be presented with the application.

1.8 APPROVALS

1.8.1 An application is approved when notice is given to the applicant in writing by the ARC or its designated representative. No verbal approvals are given. The ARC may issue any of the following four decisions:

"**Approved**": means approved as submitted.

"**Approved with Limiting Conditions**": means approved only if stated conditions in the approval letter are met.

"Not Approved": means not approved for construction. Reasons for disapproval will be given in writing. The ARC may also provide suggestions for revisions but does not provide design solutions. A disapproval action requires a re-submittal by the applicant for review before any approvals can be given.

"**Preliminary Review**": means a review of early design drawings to give the applicant direction as to what the concerns of the ARC are likely to be regarding that design. Comments are given to the Applicant but no approval to proceed is granted without ARC review of a complete submittal in accordance with the above requirements.

1.9 APPEALS

1.9.1 APPEALS TO THE ARC: Should an application be denied on the basis of the Covenants or Standards, and the applicant feels that the submittal was misinterpreted or that there are extenuating circumstances which should qualify them for an exception from these requirements, they may contact the architect member of the ARC to discuss it. If the architect agrees that a second review is in order, the application will be placed back on the agenda for the next meeting.

1.9.2 APPEALS OF AN ARC ACTION TO THE BOARD: If an applicant feels that he or she has been unfairly denied approval by the ARC, an appeal may be filed with the Board of Directors.

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1.10 RE-USE OF PREVIOUSLY APPROVED PLANS

1.10.1 The ARC will permit the re-use of previously approved designs within neighborhoods in St. James, but may also limit the use of such plans to avoid significant repetition. Approval of a house for a given lot does not guarantee approval on another lot. The ARC may issue restrictions on the number of re-uses of a house design in a given neighborhood or in St. James as a whole. The ARC reserves the right, at its option, to require significant modifications to a facade, or to reject the house design entirely, in order to control the amount of repetition.

1.11 CONSTRUCTION CHANGES

1.11.1 All construction must be completed in accordance with the application and the plans as approved. Exterior changes to the subject property must receive prior written approval by the ARC. Applicants requesting design change approvals should consult with the ARC to determine if additional plans and specifications are required.

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2 INDIVIDUAL LOT DEVELOPMENT STANDARDS

2.1 CLEARING AND LOT PREPARATION

2.1.1 LOCAL CODE AND ORDINANCE COMPLIANCE: No architectural or site restriction contained herein alleviates a builder or homeowner from compliance with local, state and federal regulations for development or construction. In the event of conflict between these restriction and governmental regulations, the more restrictive shall apply. All site development shall comply with the current version of the Zoning Ordinance of the County of St. Mary's, Maryland. Requirements outlined herein which are more restrictive shall apply for St. James.

2.1.2 SITE CLEARING, CUTTING OF TREES

a) ABSOLUTELY NO CLEARING WITHOUT APPROVAL: No clearing or work of any kind shall commence on any lot until plans and specifications as defined in these guidelines have been submitted and approved by the ARC. For new homes an on-site stakeout review must be completed and written approval received.

b) LIMITS OF CLEARING: Except for areas specifically approved for construction or as otherwise permitted by this Section, no existing vegetation shall be removed from any site in St. James. General clearing for construction of houses shall extend no farther than 25 feet outside the actual house footprint. General clearing for driveways and walks shall extend no farther than five feet beyond either side of the pavement. An exception may be granted for larger lots upon review and approval of the ARC.

c) PROTECTION OF EXISTING VEGETATION: Beyond the general clearing limits previously specified, clearing of existing vegetation for landscaping and view shall meet the following requirements:

- Within required front yard, existing groundcover, shrubs and trees up to 4-inches in diameter measured 2-feet above ground, may be removed and replaced with the Homeowner's landscaping which shall include some combination of grass, groundcover vegetation or mulch, shrubs, and trees. Except for drive access, no pavement shall be permitted in this area. The

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ARC may permit removal of larger trees on a case by case basis when requested.

- From front setback line to rear property line, only selective clearing is permitted beyond that approved for structures or other approved site improvements.

- Clearing for rear yard play areas will be permitted within building setback lines. Plans for selective clearing must be approved by the ARC.

- No clearing is permitted within eight (8) feet of side property lines, except for corner side yards which may be treated as front yards.

- No clearing is permitted within twenty (20) feet of rear property lines that abut other lots.

d) COMMON AREAS: No wholesale clearing, grading, tree removal, or construction activity can take place in common areas without the prior written consent of the Architectural Review Committee.

e) REQUIRED TREE REPLACEMENT: On lots where clearing is subsequently performed beyond what was approved, the ARC reserves the right to require the planting of nursery grown trees in accordance with the criteria in the Landscaping section of these Standards.

f) TREE REMOVAL AFTER INITIAL CLEARING: Tree removal shall be in accordance with the requirements of this Section. No tree greater than 4" in diameter measured 2' above ground may be removed without first obtaining approval from the Association.

2.1.3 EROSION AND SEDIMENTATION: Builders and Homeowners are required to comply with applicable governmental regulations and code requirements. Silt runoff and mud from vehicular traffic will be contained on the lot. Erosion control devices shall be installed prior to construction. This includes but is not limited to silt fences and stone construction entrances. The builder/homeowner shall maintain all erosion control devices until construction has been completed and planting installed. Any mud or silt runoff shall be immediately removed by the builder/homeowner. The Developer shall have the right, and hereby reserves an easement for itself and the Association, to enter any lot whether improved or unimproved, for the purpose of performing necessary grading,

landscaping or construction and maintaining erosion prevention.

2.1.4 STORAGE OF CONSTRUCTION MATERIALS: Only usable construction materials may be stored on a construction site. They must be neatly stacked or placed in a way that they are not visible from adjacent building lots. Discarded construction materials, refuse and debris must be disposed of daily. Storage or placement of materials within any public right of way or easement is not permitted at any time.

2.15 CONSTRUCTION SITE MAINTENANCE: Dumpsters or trash containment areas are required on all construction sites for the containment of debris. Open fires are not permitted. Portable toilets are required on all construction sites.

2.16 HAZARDOUS AND TOXIC WASTE: No petroleum based products or other potentially hazardous or toxic substances may be disposed of on any lot, any storm drain, any drainage ditch, stream or lake within the properties.

2.2 LOCATING STRUCTURES ON A LOT

2.2.1 PROXIMITY OF SIMILAR HOUSES: The ARC reserves the right to reject the placement of houses with the same or substantially similar elevations side-by-side or directly across the street from each other. The ARC shall make final judgement as to the degree of acceptable similarities permitted in each neighborhood.

2.2.2 HOUSE SITING REQUIREMENTS

a) FRONT SETBACK: Houses in St. James shall be located in accordance with the setbacks specified by St Mary's County. In addition, setbacks my vary in order to maintain an existing street scape. Stoops and Porches may extend into the front setback to the extent permitted by county zoning.

b) SIDE AND REAR SETBACKS: Houses shall be built wholly within the setbacks defined for each neighborhood. Driveways and driveway pads shall be set no closer than 15' to any side property line.

c) ORIENTATION TO THE ROAD: In general, houses shall face the road. Houses in cul-de-sacs shall generally face the center of the cul-de-sac. Where site conditions make this unnecessarily difficult (in the opinion of the ARC) the ARC may approve alternative site orientation.

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d) RELATIONSHIP TO OTHER HOUSES: Houses shall not face the side or rear of neighboring houses, Where designs create conditions that would create direct views from house fronts onto living areas of adjoining property, the ARC reserves the right to require screening of this view or revisions to the design or siting.

2.2.3 ADDITIONS TO HOUSES - SITING REQUIREMENTS (See also paragraph 3.4 for architectural standards for house additions).

a) SETBACKS: No addition shall extend beyond the setback limits established for the house.

b) EFFECTS OF LOCATION ON PRIVACY OF ADJACENT LOTS: In general the siting of additions shall not create a breech of privacy between neighboring houses. Where this is unavoidable, the ARC may require screening of the view by the Applicant.

c) EFFECTS OF DESIGN ON PRIVACY OF ADJACENT LOTS: New windows or access created by the addition or modification shall not create a breach of privacy between neighboring houses. The ARC reserves the right to reject certain openings or require screening by the applicant in situations where, in the opinion of the ARC, it is required.

2.2.4 ACCESSORY BUILDINGS (SHEDS) - SITING REQUIREMENTS (See also paragraph 3.5 for architectural requirements for accessory buildings). Including detached guest houses, garages, workshops, storage sheds, greenhouses, service and refuse facilities, the following shall apply.

a) LOCATION IN REAR YARD ONLY: No accessory building may be constructed farther forward on the site than the front plane of the house or extend beyond the minimum setback requirements established for the house.

b) COMPLY WITH COUNTY SETBACKS: Accessory buildings shall be located within the minimum setbacks for such structures established by the County.

c) EFFECTS OF LOCATION ON NEIGHBORING LOTS: In general the siting of accessory buildings shall not create a breech of privacy between neighboring houses, nor shall it create a visual nuisance to neighboring houses. Where this is unavoidable, the ARC may require screening of the view of the structure by the Applicant. The ARC

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reserves the right to restrict placement of accessary buildings on lots in such a manner as to protect normal viewing angles from adjacent lots.

d) EFFECTS OF DESIGN ON NEIGHBORING LOTS: New windows or access created by the accessory building shall not create a breech of privacy between neighboring houses. The ARC reserves the right to reject certain openings or require screening by the applicant in situations where, in the opinion of the ARC, it is required.

2.2.5 SWIMMING POOLS - SITING REQUIREMENTS

a) LOCATE DIRECTLY BEHIND HOUSE: Swimming pools shall be located wholly behind the house so as not to be visible from the street, and no closer to any property line than 20'. Siting of above- ground pools will be on a case-by-case basis. See Paragraph 3.7 for design requirements for above-ground swimming pools.

b) PRESERVE PRIVACY: The ARC may require additional screening of swimming pools to insure the privacy of the pools owner and of neighbors.

2.2.6 OTHER STRUCTURES - SITING REQUIREMENTS

a) SETBACKS: The following minimum setback requirements shall apply to any other structures regulated by these Standards:

Front Yard: No farther forward than the rear plane of the house.

Side Yard: 15' from side property line

Cor. Side Yd: 25' from side street property line

Rear Yard: 20' from rear property line

b) IMPACT ON NEIGHBORING LOTS: In general the siting of other structures shall not create a breech of privacy between neighboring houses, nor shall it create a visual nuisance to neighboring houses or yards. Where this is unavoidable, the ARC may require screening of the view or the structure by the Applicant.

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2.3 LANDSCAPING

2.3.1 CHANGES IN TOPOGRAPHY, WATER FEATURES: Any earthwork creating changes in topography, site drainage, or creation of ponds, pools, or other water features must be approved by the ARC. Exterior fountains and ponds are not permitted in front yards unless approved by the ARC.

2.3.2 TREES AND SHRUBS: Every improved yard shall have the following minimum required trees and shrubs in addition to existing trees and minimum yard landscaping. Contractors shall maintain required trees and shrubs in healthy condition until closing, and replace any which are not healthy. Homeowners shall be required to maintain required trees and shrubs in healthy condition and replace any diseased or dead items with new nursery grown items meeting the specifications below.

a) TREE REPLACEMENT: In the case of over-clearing or where required clearing leaves front or corner side yards devoid of mature trees, new nursery grown trees shall be planted. A maximum of two (4) trees shall be required in front yards and a maximum of two (2) additional trees shall be required in corner side yards. New trees shall be a minimum of 2½" caliper hardwood trees.

b) SHRUBBERY: All new homes shall have shrubbery planted along the entire length of the front foundation except at steps and entrances. Planting beds shall be a minimum of 4' wide unless otherwise approved by the ARC. All new shrubbery shall be minimum 3 gallon container size, and shall be planted to a minimum density of 3' apart unless otherwise approved by the ARC.

2.4 LANDSCAPE ACCESSORIES

2.4.1 MAILBOXES: Mailboxes must be installed utilizing the standard St. James post, and the approved size box. Combined mailbox and paper box design must conform to the configuration shown. Wrought iron (black) house numbers and letters (last name only), 3" high, are only allowed in the location shown. Box must be painted Black and the post painted White, per the drawing on the following page.. Apply primer coat before painting. Mailbox size shall be U.P. Postal size #1 ½. Install according to U.S. Postal specifications.

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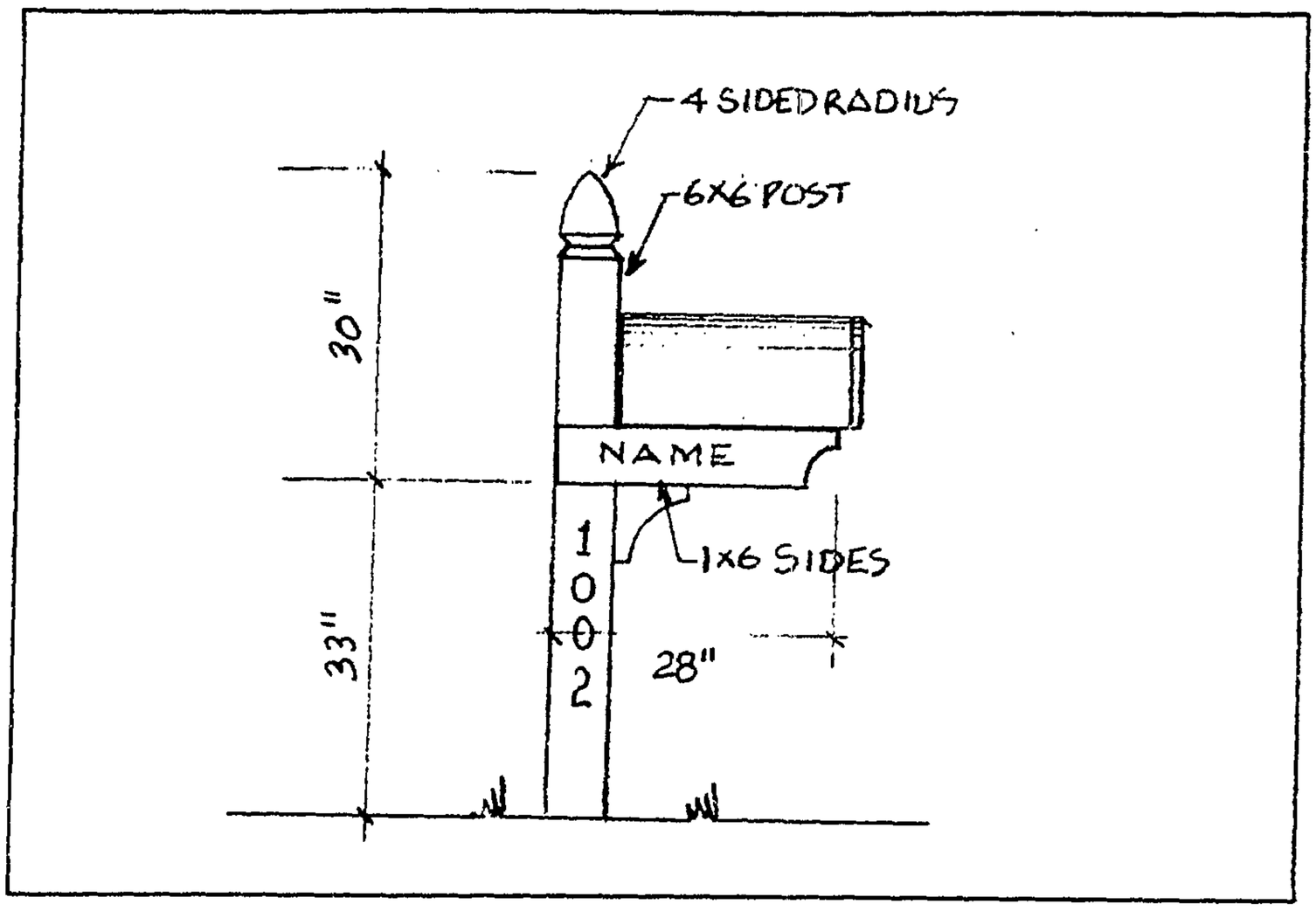

2.4.2 CLOTHESLINES: Exterior clotheslines are not permitted.

2.4.3 FLAGS AND FLAGPOLES

a) FLAGS MOUNTED ON HOUSES: Decorative flags and sovereign flags (USA, Maryland, St. Mary's County) are permitted to be flown from flag standards of 6' or less in length, mounted on the house.

b) VERTICAL FLAG POLES: Permanent vertical flag poles not exceeding 15' in height are permitted in front or rear yards and no closer than 40' to the front property line or 20' to any other property line.

2.4.4 SIGNS

a) PERMITTED SIGNS: No signs other than one temporary real estate sign, and/or one builder's sign, each measuring no more than 1 square feet in total area, are permitted in any yard. Pre-approval is not required for these signs.

b) REAL ESTATE SIGNS: Real estate signs shall be placed in the front center of the yard only. Rear yard signs are not permitted. A maximum

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of one lead-in sign per real estate company may be placed at each neighborhood entrance where the company has a listing, and only from 6:00 PM Friday to 7:00 AM Monday. Signs left after this time may be removed by the Association.

2.4.5 DECORATIVE ORNAMENTS AND OTHER LANDSCAPE ACCESSORIES

a) DEFINITION: Landscape accessories including gazebos, firewood sheds, hot houses, arbors, trellises, benches, fountains, flagpoles, permanent barbecues, decorative objects, etc. must be approved by the ARC as to design and location.

b) PLACEMENT: In general, landscape accessories are permitted in rear yards. The ARC may consider accessories that are part of an overall landscape plan in the front yard areas on a case-by-case basis.

2.5 PAVEMENTS

2.5.1 DRIVEWAYS Every improved lot in St. James shall have a single paved driveway that conforms to the following criteria: Driveways shall be located to provide access to the house and garage, and provide on-site parking for a minimum of three cars. In general, driveways with more than one entrance from the street will not be approved. Driveways and parking shall be laid out in an efficient and aesthetically pleasing manner.

a) PAVEMENT: Recommended surface materials that will be considered are brown crusher run stone, asphalt, concrete, interlocking concrete pavers or patterned concrete in a similar design, brick, brick pavers or exposed aggregate concrete.

- Driveways shall generally be paved with one material for their entire length, however, driveways that extend more than 100' to a house from the front property line, may utilize an approved hard surface material for parking and garage entrance pads, and use gravel to the street. ARC approval of the specific design is required.

b) SETBACKS: Driveways, parking areas and walks required for access to the house shall not come closer than fifteen (15) feet to any side property line. Minimum radii at entrances shall be ten(10) feet. See required landscape screening defined below. Driveways to rear entry

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garages shall also be held a minimum of 3' off the side of the house.

c) LANDSCAPE SCREENING: Landscape screening shall be installed along the length of all driveway pads adjacent to side property lines unless sufficient natural screening is left in place. The ARC shall determine the sufficiency of existing screening. New screening shall include evergreen shrubs or trees planted at a minimum of 6' on centers. Plants shall be a minimum of 36" high when planted.

d) DRIVEWAY WIDTHS: Driveways shall not exceed 12' in width between the street and the garage pad. Aprons at the curb may flair to 14' wide. At side entry garages the width of the pad, extending out from the door, shall be a minimum of 20' (25' recommended). At rear entry garages the pad width extending out from the door shall be a minimum of 25' (30' recommended).

e) SPECIAL DRIVEWAYS: Circular driveways, parking areas in front of the house, and other special conditions are generally discouraged where they substantially reduce the amount of front yard. The ARC may approve certain applications where they feel that the front yard appearance will not be adversely affected or for other extenuating circumstances which in the sole opinion of the ARC warrant such an approval as an exception.

2.5.2 WALKS AND TERRACES - Walkways and terraces must be constructed of materials of compatible quality to the architectural materials in the house. The recommended construction materials are concrete, brick masonry, precast concrete paving units, stone and flagstone or slate set in a cement mortar bed. Any walkway or terrace constructed of any other material, if allowed, must provide appropriate edging to maintain its structural integrity. A ceremonial walkway must be provided from the driveway to the front door.

2.5.3 PATIOS: Patios are permitted of hard-surfaced materials as noted above, either set in concrete or sand-set. The ARC will judge the design and location of patios on a case-by-case basis.

2.6 MECHANICAL, ELECTRICAL AND COMMUNICATIONS EQUIPMENT

2.61. UTILITIES: All electrical, telephone, cable and other utility services shall be placed underground.

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2.6.2 SEPTIC SYSTEMS/WELLS: Individual homeowners shall be required to provide their own septic systems and well in accordance with local and State health requirements, particularly with regard to the requirements of St. Mary's County Health Department.

2.6.3 CONDENSER SCREENING: Screening of heat pump or air conditioning condensers may be required by finished or unfinished (salt-treated) vertical board fence enclosures, or lattice enclosures, properly supported, trimmed, level and plumb. Equipment shall be screened on all sides with allowance for one 3' wide opening, not visible from the street. Spaces between vertical boards shall be 2" max. The height of the screening enclosure shall be at least as high as the equipment screened, but not more than 1' higher.

2.6.4 SATELLITE ANTENNAS

a) REVIEW OF ANTENNAS: Applications for antennas permitted under this article must be approved by the Association as to size, type and location. All antennas must meet the maximum size requirements in this Article. Requests for locations other than (c)1 or 2. below must be accompanied by evidence that locations in (c)1 or 2 will not yield clear reception.

b) PERMITTED ANTENNAS: The following antennas are permitted by the Federal Telecommunications Act of 1996:

1. An antenna that is designed to receive direct broadcast satellite service , including direct-to-home satellite services, that is one meter (39") or less in diameter.

2. An antenna that is designed to receive video programming services via multi point distribution services, including multichannel, multi point distribution services, instructional television fixed services, and local multi point distribution services, and that is one meter (39") or less in diameter or diagonal measurement.

3. An antenna that is designed to receive television broadcast signals.

c) LOCATION: To the extent feasible, antennas should not be visible from street. The following priorities shall be observed in determining antenna locations:

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1. Mounted directly on the rear of the house, on a roof plane facing the rear, or on the back side of a chimney.

2. Mounted on the ground in the rear yard.

3. Mounted on a pole, an existing other structure, or a tree in the rear yard.

4. If no clear signal may be obtained in any of the above locations, mounted on the ground in the front yard, or on the front plane of the house.

d) APPEARANCE AND SCREENING: Insofar as possible, the visibility of antennas should be minimized using one or both of the following methods:

1. Screen the antenna from view from the street with natural plantings, trees and shrubs, to the extent they do not comprise the signal reception.

2. Use antennas with a dark or muted color, or paint the antenna a muted color to blend with the background surface or with the surrounding landscape.

e) NO ADDITIONAL REGULATION BY THE ASSOCIATION: Under Federal law, antennas that meet the requirements of this section may not be prohibited by the Association. Residents are encouraged to use care in the selection and placement of antennas to preserve the appearance standards and character of St. James.

2.7 EXTERIOR LIGHTING AND FIXTURES

2.7.1 PERMITTED FIXTURES: Site lighting shall generally be limited to indirect or "absolute cutoff" type lighting, meaning all lamps or light sources within a fixture shall be shielded from ordinary view. The only exception to this is decorative front door lights, exterior post lamps, low intensity landscape lights and flood lights mounted on the house are permitted. Such ornamental fixtures shall be compatible in style, materials and placement with the architecture of the residence.

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2.7.2 PROHIBITED FIXTURES: High intensity house or pole mounted area or security lights are prohibited. "High intensity" refers to ballasted light fixtures using high or low-pressure sodium, mercury vapor, or metal halide lamps.

2.8 FENCES

2.8.1 FENCE CLASSIFICATIONS: There are four classifications of fences that will be used in St. James, Decorative Fences, Yard Fences, Privacy Fences and Sports Fences. Each classification has different requirements and limitations. Each classification is defined below, with Standards for each. Applicants for fence approval should review each classification and determine what type of fence they wish to erect, then apply under the appropriate classification.

2.8.2 DECORATIVE FENCES

a) DEFINITION: A picket fence, framed lattice fence, framed board fence, or a fence that combines any of these, can be a decorative fence if it meets the specifications of this paragraph. A decorative fence shall consist of three primary defining elements:

1) All parts shall be sanded and painted (or stained) decay resistant wood. Cedar is recommended. Color shall be white unless otherwise approved by the ARC. Fences of synthetic materials designed to look like wood will be considered on a case by case basis. The ARC will also consider wrought iron or pre-finished steel picket fences on a case by case basis. The fence style shall be appropriate to the house style.

2) All posts shall be square or turned decorative styles with post caps or decorative tooled tops. Oversize posts or piers shall be used at all terminations, gates and openings.

3) All supported fences shall be centered on posts and piers. Fence runs may not pass on one side of the post or pier. For picket fences, the supporting rails shall be supported at the center of each post, with pickets facing to the outside of the lot. For framed fences, the framed structure shall be centered on the posts or piers.

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b) LOCATION AND USE: Approved decorative fences may be located on any part of the lot within the following limits:

1) Side and Rear Yards: Any approved decorative fence may extend into any side yard (except corner side yards), or any rear yard up to any property line that abuts another lot, or directly up to any property line that abuts common area or property not in St. James.

2) Framed fences may extend up to the front corners of the house. Special designs which frame and accent the house are encouraged. Decorative gates and arbors are also encouraged. "Accent" fencing as part of an overall landscape plan may be used in the front yard only with prior approval of the ARC.

c) HEIGHTS: Fences extending into front and corner side yards shall not exceed 48" in height (average) to the top of the pickets. Posts and piers may be higher as required by the design. Fences extending from the front corner of the house back may be any height up to 84" to the top of the fence. Posts and piers may be higher as required by the design.

2.8.3 YARD FENCES

a) DEFINITION: Yard fences are defined as any open picket fence that does not meet the standards for decorative fences, a board rail fence, or a split rail fence. Fences may be constructed of finished or unfinished treated wood or naturally decay resistant wood. Simple square posts are permitted. Supported fence rails may run on the outside of the post. Pickets shall face the outside of the lot. 2" x 4" mesh galvanized welded wire may be used on the inside of rail fences to contain small children or dogs.

b) LOCATION AND USE: Yard fences shall be permitted in rear yards only and shall not extend any farther forward than the rear plane of the house. Front yard fencing is not permitted. The fence may extend up to 4' from any property line that abuts another lot, or directly up to any property line that abuts common area or property not in St. James. In corner side yards, yard fences may extend up 15' from the property line.

c) LANDSCAPE SCREENING: The ARC may require screening

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shrubbery or trees along the outside of fences, or in front of any fence where noticeably visible (in the opinion of the ARC) from the street.

d) HEIGHTS: Yard fences are limited to 48" in height from the ground to the top rail or to the top of the pickets.

2.8.4 PRIVACY FENCES

a) DEFINITION: Privacy fences shall include any board or lattice fence that does not meet the standards for decorative fences. Fences may be constructed of finished or unfinished treated wood or naturally decay resistant wood. Simple square posts are permitted. Supported fence rails may run on the outside of the post. Boards or lattice shall face the outside of the lot.

b) LOCATION AND USE: Privacy fences that do not meet the design standards for Decorative Fences shall be limited to an area directly behind the rear plane of the house, enclosing a rectangular area, and extending no closer than 15' to any property line. Privacy fences may not extend into corner side yards.

c) The ARC may require screening shrubbery or trees along the outside of privacy fences, or in front of any fence where noticeably visible (in the opinion of the ARC) from the street or neighboring properties.

d) Privacy fences are limited to a maximum height of 84" to the top of the fence.

2.8.5 SPORTS FENCES

a) DEFINITION: Sports fences include fences for tennis or other racquet sports courts, and dog runs. Sports fences may be chain link fencing constructed with dark green or black vinyl coating of posts and fabric.

b) LOCATION AND USE: Sports fences shall not be visible from streets or public areas. Fencing is permitted in back yard areas and shall extend as nearly as possible straight back from the back corners of the house.

c) The ARC may require screening shrubbery or trees along the outside of sports fences, or in front of any fence where noticeably visible (in the

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opinion of the ARC) from the street or neighboring properties.

d) Sports fences are limited to a maximum height of 96" to the top of the fence.

2.8.6 PROHIBITED FENCE TYPES: The following fence types are prohibited for use in any area of St. James: chain link fences(except for tennis courts or dog pens as described above), barbed wire fences, fences with metal posts, stockade style solid picket fences and post and wire fences. Any fence type not described in this article, shall be submitted for review by the ARC to determine if it may be used, and under which classification.

2.9 PLAY EQUIPMENT AND STRUCTURES

2.9.1 DEFINITIONS

a) PLAY EQUIPMENT: Play equipment are often highly visible, and depending on their design and application, they may defeat many of the aesthetic and environmental goals that the community has sought to achieve. For this reason, the Association requires approval of all exterior play equipment prior to placement on the lot. For the purposes of this article, play structures and equipment shall include but not be limited to the following:

SWING SETS
SLIDING BOARDS
JUNGLE GYMS - CLIMBING STRUCTURES
SKATE BOARD RAMPS, STRUCTURES
BASKETBALL GOALS
TRAMPOLINES

b) ENCLOSED STRUCTURES: Forts, Treehouses, Playhouses, or other enclosed play buildings with an interior height of 6'-0" or less floor-to-ceiling, and with a total floor area of less than 36 square feet shall be considered to be Play Structures. Dog houses are also permitted under this section. Larger buildings are considered to be Accessory Buildings regulated under Article III, section 3.6 of these Standards.

2.9.2 PLACEMENT AND SCREENING

a) PLACEMENT: Play Equipment shall be located in rear yards only,

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away from property lines adjacent to other houses or streets and away from neighbors direct view where possible.

b) SCREENING: The ARC may require that certain play equipment be screened from view. The standard requirement for screening will be to provide densely shaped evergreen shrubs or trees of a height when planted of at least 2/3 the height of the structure, and so placed as to provide a continuous screen on the stipulated side. Planting can be in a continuous row or staggered. A variety of shrubs/trees may be used in addition to single species solutions. It shall be the responsibility of the homeowner to submit to the Board a plan and proposed plant types for review. Privacy fences may also be proposed by the homeowner for construction as screening.

2.9.3 BASKETBALL GOALS: Basketball goals may be installed adjacent to driveways in accordance with the following criteria:

a) The structure may not directly face the street unless otherwise approved by the ARC. Basketball goals may be mounted on the side or rear face of garages, except when such location faces a street, or on a pole mounted on the side of the driveway facing the house and no farther forward than the front corner of the house.

b) The mounting pole must be black pre-finished metal or painted a neutral earth tone.

c) The backboard must be grey, white, or clear acrylic. Specifically, colored backboards are not permitted.

2.9.4 PLAY EQUIPMENT CONSTRUCTION AND USE

a) Factory built, pre-finished equipment is preferred but not required. Home-built Play Equipment should be neat and orderly in appearance and finish.

b) Homeowners should exercise care and common courtesy in using Play Equipment that creates noise (i.e.: basketball goals, skateboard ramps).

c) Play equipment which has fallen into disrepair or has been outgrown by children should be removed from the property.

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3 ARCHITECTURAL GUIDELINES

3.1 ARCHITECTURAL GUIDELINES - GENERAL

3.1.1 TYPE OF RESIDENCE

Only Colonial-style single-family residences are permitted in the neighborhoods of St. James. A single-family residence is defined as a free standing structure on a permanent foundation, with no more than one kitchen. As an accessory use, a separate guest house may be constructed on the same property.

3.1.2 MINIMUM FLOOR AREAS

a) All houses in St. James are subject to minimum finished floor area requirements. Single story houses must have a minimum of 1800 square feet; two story house must have a minimum of 2000 square feet.

b) The following areas can not be used to help meet the minimum finished floor area: garages, basements, open or screened porches, terraces, decks, attics, attached storage sheds, or unfinished "bonus rooms" on the first or second floors.

3.1.3 MAXIMUM SIZE

a) The ARC reserves the right to disapprove any proposed house which appears to be excessively large for the selected lot. Criteria used in making this determination may include a combination of height and width appearance and/or crowding of the property lines.

b) Houses shall not be more than 2-stories in height above a crawl space or basement, except that a house with a sloped roof may include a partial third floor living area under the roof. Exterior walls, planes, and masses shall be of a residential scale with sufficient openings for light, view and air consistent with the residential scale of the community. The ARC reserves the right to require that large planes be broken up with additional windows, or off-sets to maintain an appropriate scale.

3.1.4 ROOF PITCHES: Minimum roof pitch on main roof of all houses shall be 8 in

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12. The ARC may require a steeper pitch on any roof for aesthetic reasons. Similarly, the ARC may permit a lower slope roof on certain houses if the architectural style supports this design, and it fits in with the context of the community. Secondary roofs shall generally have a minimum slope of 3 in 12. Lower slopes for porch roofs will be considered on a case by case basis depending on the architectural merits of the design.

3.1.5 GARAGES: A minimum 2-car garage is required to be constructed with each house. Garages may be attached or detached. Attached garages shall be integrated into the overall design and massing of the house. No front entry garages are permitted. Side entry, rear entry, and angled garages are permitted. Garage entrances shall not face the side street on corner lots.

3.2 ARCHITECTURAL GUIDELINES - CONSTRUCTION

3.2.1 FOUNDATIONS AND MASONRY

a) PERMITTED FOUNDATION MATERIALS: The front and two side exterior foundations shall be constructed of brick or stone. The rear exterior foundation may be stamped concrete, buy may not be block. For houses with primary facades constructed entirely of brick, the foundation brick shall match the brick facade. Synthetic stucco foundations may be permitted for facades entirely constructed of synthetic stucco.

b) COORDINATION OF COLORS: Masonry and mortar colors should be coordinated with other colors on the house, and must be approved by the ARC.

c) FOUNDATION VENTS: For houses constructed on crawl spaces, wood louvered vents shall be required on all front and side facades.

d) STEPPED-DOWN SIDING: For houses with walk-out basements or other conditions where the grade drops along a facade foundation, the siding shall not step down below the first floor level over the length of that facade. At the rear facade, siding may continue to the floor level of a walk-out basement only if the rear facade is visually broken by a first floor deck.

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3.2.2 FIREPLACES, CHIMNEYS AND FLUES

a) PERMITTED CHIMNEY TYPES: When chimneys are used, masonry chimneys are required on primary facades. Frame chimneys on foundations are permitted only on rear facades, within the mass of the house behind the ridge line, or on facades not visible from streets or amenities. All chimneys shall have foundations of materials that match the house foundation. Cantilevered frame chimneys are not permitted.

b) CHIMNEY DESIGN: The width and depth of chimneys shall be appropriately sized in proportion to the size and height of the house, as determined by the ARC.

c) METAL FLUE REQUIREMENTS: Unenclosed metal flues are permitted for gas furnaces or other gas appliances such as pre-fabricated gas fireplaces, and shall not extend more than 36" above their roof penetration and shall not be visible from the front of the house. Where higher flues are required by code, they shall be enclosed in an approved chimney structure. These flues must be finished to match color of roofing material.

d) DIRECT VENT FIREPLACES: For direct vent gas fireplace boxes which protrude beyond the exterior plane of the house, the frame structure must have a foundation to match the house foundation, and all the exterior materials and finishes used to enclose the fireplace box must match the adjacent facade.

3.2.3 EXTERIOR SIDING

a) PRIMARY FACADES: Primary facades shall be faced with one or more of the following materials: brick, stone, synthetic stucco, or approved horizontal lap siding. Houses with more than one primary facade shall use materials consistently on all primary facades.

b) SECONDARY FACADES: Secondary facades may be faced with any of the above materials used on the primary facade, or with an approved horizontal lap siding.

c) APPROVED HORIZONTAL LAP SIDING: Horizontal lap siding may be manufactured from natural wood, cement fiber-board, hardboard, pre-

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finished seamless steel, or pre-finished vinyl (see below).

d) CRITERIA FOR VINYL USE: The following criteria shall be used by the ARC in judging the acceptability of any vinyl products submitted:

1) Requests for approval of vinyl siding must be accompanied by manufacturer's product specification sheet, physical samples of product, style, and color desired, and details and samples of proposed trim pieces and locations.

2) The submitted product must have a minimum nominal thickness of .042" ± as evidenced by manufacturer's printed literature, in order to be considered by the ARC for approval.

3) The design of the house, including architectural style, detailing, and size of wall surfaces shall be considered by the ARC in determining the acceptability of a vinyl product for siding. The ARC, at its discretion, may require modifications to wall surfaces including the addition of windows, doors, or breaks in the surface in order to reduce the number of locations that must be sided with long runs of vinyl requiring one or more vertical joints.

4) Unless otherwise noted in the ARC's written approval for the use of a vinyl product, the following conditions shall automatically apply to each approval:

a) Installation shall meet or exceed the standards in the handbook of the Vinyl Siding Institute, and the conditions stated below.

b) In any clear run of siding measuring 12'-0" or less (between openings, corners, projection, etc.) only single length panels shall be used. No vertical joints are permitted.

c) In clear runs of siding over 12'-0", joints may be provided in a random pattern in the wall. Do not "stair-step" joint patterns. In clear runs greater than 12'-0" but less than 18'-0" in length, a maximum of one vertical joint is permitted in any horizontal line of siding. In clear runs greater than 18'-0" but less than 30'-0" a maximum of

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two joints are permitted in any horizontal line of siding.

d) On the left and right sides of the house all joints shall face to the rear of the lot.

e) All trim except J-moldings at the ends of siding, shall be wood, unless otherwise approved for specific neighborhoods, in which case the following conditions shall apply:

(1) Trim pieces shall be manufacturer's standard preformed vinyl trims and manufacturer's standard pre-finished aluminum sheet.

(2) All right angle corner joints at trim pieces shall be mitered at equal angles in similar fashion to wood joints. Joints at the base of rakes should be made similar to the direction of wood joints.

(3) Formed angles and edges of the metal trim sheet shall be fastened flat, and "dimpling" or "oil canning" shall be minimized.

e) OTHER MATERIALS: Materials other than those listed above will be considered on a case by case basis by the ARC.

f) COMPATIBILITY OF MATERIALS: Where siding materials are used in combination they shall be aesthetically compatible with each other as determined by the ARC.

3.2.4 EXTERIOR TRIM

a) GENERAL REQUIREMENTS: Exterior architectural detailing shall be consistent with the overall design theme of the house. Eaves, bandboards, cornices, rakes, columns, pilasters, corner boards, vents, window and door trim shall be consistent with the style of the house and sized appropriately to the scale of the house. The ARC reserves the right to require modifications to the facade to accommodate appropriate trim.

b) CORNICES AND EAVES: All primary facades shall have a minimum

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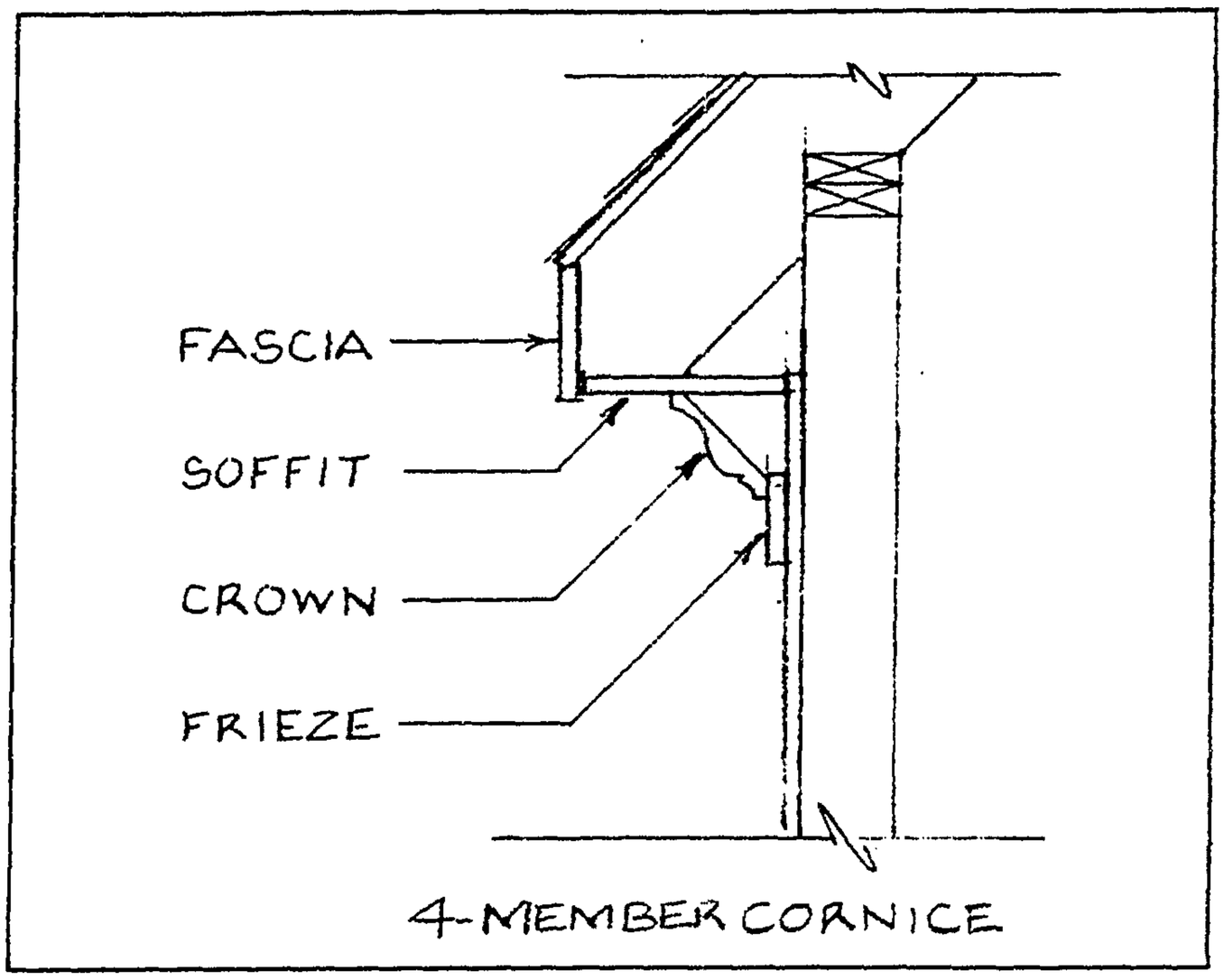
four (4) member comice and eave consisting of frieze board, crown mould, eave and fascia.



3.2.5 WINDOWS AND DOORS

a) WINDOWS: Aesthetic design consideration shall be given to the location of all windows and doors which face the front of the house, or any other street. Windows are required on all elevations. All windows and doors shall be of a style and size that is appropriate to the design of the home. Circle and ellipse head windows are permitted. The ARC reserves the right to require different styles, sizes or locations of windows when, in its opinion these changes are necessary to maintain the aesthetic quality of the facade. Vinyl or prefinished metal windows are permitted, however they must be designed in profiles and with trims that are similar to traditional wood windows. The ARC may reject windows that do not meet this aesthetic standard.

b) FRONT DOORS: Standard painted six-panel doors are permitted for the main front door of the house. Upgrades may include six-panel doors

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as part of a larger unit with side-lites and transom. Double front doors, doors with double side lites, and special design panel doors and doors with half lites are encouraged. Door styles must be submitted for approval. Metal doors designed to look like wood doors must be approved by the ARC.

c) STORM DOORS: Storm doors shall be compatible with the units that they cover and with the style and color of the house. Excess ornamentation not consistent with other ornamentation on the house, is prohibited. In general, single full lite doors or traditional multiple lite doors which match the design characteristics of the doors they cover will be approved.

d) WINDOW AIR CONDITIONERS: Window and through-wall air conditioning units are prohibited on primary (street-facing or street visible) elevations.

e) AWNINGS AND TRELLISES: Sun control devices such as awnings and trellises must be compatible with the architectural style, character, and color of the house. The ARC reserves the right to prohibit the use of such devices on the front of any home.

f) WINDOW TRIM: Windows on primary facades shall be trimmed with traditional wide built-up mouldings, or shall have shutters. Shutters should be compatible with the style, materials and colors of the house and should be of proper proportions to the windows they adjoin.

h) GARAGE DOORS: Garage door detailing shall be consistent with the architectural style of the house. Metal garage doors shall approximate the appearance of wood garage doors. The ARC may reject doors that do not adequately meet this standard.

I) BAY WINDOWS: On primary facades, bay windows must meet the following requirements:

1) Windows must be wide enough to fill each bay facade without filling with siding.

2) Siding may be used under windows, with a bandboard and drip cap at the base of the siding. On these bays, a foundation is required.

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3) Cantilevered bays shall utilize raised panel facades below windows. No lap siding may be used.

3.2.6 ROOFS AND ROOF ACCESSORIES:

a) ROOF MATERIALS: Approved roofing materials include cedar shakes, cedar shingles, standing seam metal, slate, and dimensional asphalt/fiberglass composition shingles. Other materials will be judged on their own merits, but are subject to disapproval by the ARC. In general only one material may be used on all roofs on the same house, except that porch roofs may be of a different material than the main roof.

b) SHINGLE COLORS: Composition shingle colors are recommended to be in the medium to deep brown or grey ranges. Very light colors, and black or white shingles will not be approved.

c) GUTTERS AND DOWNSPOUTS: Gutters and downspouts shall be pre-finished to match the adjacent building material color. Downspouts shall include short turnouts at their outlets. If extensions are required, they shall utilize corrugated pipe below grade.

d) FLASHING: Highly visible roof flashing shall be copper or pre-finished to match the adjacent building material color. Painting is acceptable for less visible flashing, however no exposed mill finished flashing is permitted. Imitation copper will not be permitted.

e) ROOF VENTS: Attic ventilators and other roof penetrations shall be low profile designs. No roof penetrations, metal ridge vents, or accessories shall be visible above the ridge of the roof nor shall they be located on the front roof plane of the house. Fireplace chimneys are not regulated by this provision.

f) ROOF DORMERS: Dormer windows and eyebrow windows are permitted as consistent with the style of the home.

g) SKYLIGHTS: Skylights will not be approved for the front roof planes of houses. Where skylights are permitted, they shall be trimmed in pre-finished metal similar to the roof color.

h) SOLAR COLLECTORS: Solar collectors may only be considered where

they are integrated into the design of the structure and that design is acceptable to the ARC. Collectors shall not be placed where they can be viewed as part of a primary facade.

3.2.7 PORCHES AND DECKS

a) FRONT PORCH CONSTRUCTION: All front entry stoops and extended front porches shall be constructed of finished materials to match the house. Bandboards, handrails and railings shall be painted wood or metal railing of a design to match the character and style of the house. Columns supporting roofs of porches and covered stoops on primary facades, shall be colonial turned posts boxed square posts with base and cap, or classical tapered columns. Plain square posts are not permitted at these locations.

b) FRONT PORCH WIDTH: Front porches shall be a minimum of 5' wide from the house face to the porch floor edge.

c) FRONT STEPS WIDTH: Front steps shall be wide in design (minimum of 56' wide). Wood steps on primary facades shall have closed and painted risers.

d) FRONT PORCH FOUNDATIONS: Stoops and extended front porches shall be supported on either continuous foundations or on a minimum of 12" x 12" brick piers. Open areas under extended front porches of 12" or greater in height above grade shall to be concealed with lattice.

e) REAR DECK CONSTRUCTION: Rear patio decks shall be constructed of quality exterior grade or pressure treated wood, including steps with closed risers and railings. Grade level patios and terraces are encouraged. Decks shall be supported on minimum 6 x 6 wood posts. The space beneath all decks higher than 2' above grade but less than one story above grade shall be enclosed with lattice or other approved screening material.

f) COVERED DECKS AND PORCHES: Covered decks, open porches, stoops and screened porches shall all be constructed from deck level up of finished materials to match the house. Substructure and decking may be of unfinished salt treated wood. Greenhouse additions shall be constructed of finished wood framing or of a prefinished metal consistent with the house exterior color scheme.

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g) DECK FINISH: Decks constructed at or below the first floor level of a house may be constructed entirely of unfinished treated lumber, however staining or painting of decks is acceptable. Decks or balconies constructed above the first floor level shall be finished to match the house except for deck flooring which may be unfinished.

h) SECONDARY PORCHES: On secondary facades, open porches, stoops and screened porches shall all be constructed of finished materials to match the house, except for deck flooring.

I) SPAS: Spas and hot tubs are permitted on attached rear decks. Remote decks for spas and hot tubs, or free standing units must be located behind the house so as not to be visible from the street, and no closer than 20' to any property line.

3.3 ARCHITECTURAL GUIDELINES - COLOR

3.3.1 TYPES OF APPROVED FINISHES

a) All exterior colors must be approved by the ARC prior to painting or the application of pre-finished materials.

b) Painted siding shall be painted with an oil or latex based exterior house paint. Semi-transparent stains and clear finishes are not permitted.

c) Vinyl siding shall be pre-finished with an integral color, as approved, and shall not be painted.

3.3.2 CRITERIA FOR JUDGING COLOR

a) The same or very similar color schemes may not be used on adjacent houses nor on houses directly across from each other. The ARC may also reject a proposed siding color if it determines that the color has been used on too many houses in the same neighborhood.

b) Color selections are not limited to a restricted list, however, colors should generally be muted in hue, especially for large areas such as siding. Stronger colors may be approved for focal points such as doors and shutters. Colors selected must be harmonious with each other and

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with other finishes such as masonry foundations, and roof colors. Shingle and metal roof colors shall be submitted at the same time as house colors. Provide a sample or color chip for approval.

c) Additions and accessory buildings must be finished in the same colors as the house.

3.4 ADDITIONS TO HOUSES

Applicability: All additions and exterior modifications to homes must be approved by the ARC. This includes any construction, demolition or refinishing. This does not include maintenance work or repainting with the same colors.

3.4.1 CONSISTENCY OF DESIGN

To insure consistency in the design of the house and minimize visual disruption of the neighborhood, additions must match the design characteristics of the house. Specifically:

a) The architectural style shall match the style of the house. The massing of the addition shall be similar in the use of shapes to that of the house, but proportionately smaller so to not overpower the house. Roof styles and slopes shall be similar. No proposed addition or modification shall change the permitted use of the property from single family detached residential as defined.

b) Openings shall be required in additions, including windows and doors, in a similar fashion and extent (min.) as in the original house. Windows and doors shall be of matching material as those in the house. In general windows and doors should match the style of those in the existing house. Exceptions may be granted at the discretion of the ARC for sun rooms or other specially glazed areas.

c) Architectural elements such as corner and rake boards, soffits, eaves, window and door trim, and shutters shall match the style of the same elements on the house.

d) All exterior finish materials and colors shall match the house. Matching colors on dissimilar materials is not acceptable.

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e) The space beneath any structure constructed on piers (including decks) higher than 2' above grade but less than one story above grade shall be enclosed with lattice or other approved screening material.

f) Greenhouse additions shall be constructed of finished wood framing or of a pre-finished metal consistent with the house exterior color scheme.

g) Awnings or other sun screen devices must be consistent with the architectural character of the house.

3.5 ACCESSORY BUILDINGS (SHEDS AND GARAGES)

3.5.1 DESIGN LIMITATIONS: Sheds shall match adjacent houses (at a minimum) or may be specially designed in a unique style, to the extent that it enhances the over-all design of the house and lot in the opinion of the ARC. Economy kit sheds from home-improvement stores are not permitted. Except for special designs, minimum requirements include:

a) The architectural style shall match the style of the house. Roof styles and slopes shall be similar, i.e: gable roof shed with gable roof house, etc. Shed roofs shall be constructed at a minimum 8 in 12 slope.

b) Windows and doors in accessory buildings shall be similar in style to those in the house. (Alternate styles of shed doors may be approved at the discretion of the ARC.)

c) Architectural elements such as corner and rake boards, soffits, eaves, window and door trim, and shutters shall match the style of the same elements on the house.

d) All exterior finish materials and colors shall match the house. Matching colors on dissimilar materials is not acceptable.

e) Accessory buildings may be set on foundations which match the house, or may be set directly on the ground on skids. When skids are used, the shed must be set level and plumb. Any space visible under the shed must be concealed with lattice or planting.

f) The maximum floor area of any shed shall be 150 square feet (ex: 10' x 15'), unless otherwise approved by the ARC. Exceptions to this limit

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will be judged on the basis of exceptional design merit and building location that does not significantly impact adjacent properties or the visual street scape.

g) The maximum floor area of any detached accessory garage shall be 625 s.f. (25' x 25') unless otherwise approved by the ARC.

h) The maximum interior height of a shed shall be 8', measured at the eaves (exclusive of sloped roof height). The maximum interior first floor height of a garage shall be 10'. Garages shall be a maximum 1½ story in height with a gable or hip roof.

3.6 GAZEBOS

3.6.1 DESIGN AND CONSTRUCTION: Acceptable gazebos shall generally be octagonal (8) sided structures consisting of a base deck, decorative columns or posts, optional railings, and a sloped roof. Stepped roofs and/or cupolas may be added Structures of other shapes such as square structures will be considered on the basis of equal architectural merit. Additional standards include:

a) The maximum width of a gazebo across flat sides shall be 14'-0". The maximum height from gazebo deck to eave edge shall be 8'-0". Gazebos shall have roof slopes generally of at least 8 in 12. Slopes shall be appropriate to size and style of gazebo.

b) Gazebos shall be constructed of weather resistant wood, preferably western red cedar, cypress, or redwood, although pressure treated southern yellow pine will be the acceptable minimum. All exposed wood members, except decking, shall be surfaced (finished smooth) on all exposed sides. Posts, railings, and other open wood members shall be turned, edged, or worked into shapes consistent with traditional gazebo designs. Unfinished, dimensional lumber will not be approved for exposed open or free-standing members.

c) Additional trim, detailing, brackets, cupolas, etc. shall be appropriate to the design and size of the gazebo. The ARC reserves the right to deny gazebo designs with excessive and inappropriate detail, as well as with insufficient detail.

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d) Gazebos may be built on site or assembled from kits. Applications for approval must include either scale drawings of plans and elevations, or manufacturer's brochure showing the exact gazebo being purchased, with dimensions and specifications.

3.6.2 COLORS AND FINISHES: Gazebos constructed on decks attached to the primary house shall be painted to match the trim color of the house, and roofed with shingles that match the house shingles. Free-standing gazebos set away from the house may be painted to match the house trim or finished with a clear finish. Roofing shall match the house or be cedar shake.

3.7 SWIMMING POOLS

3.7.1 TYPES OF POOLS: Both in-ground and above ground pools are permitted.

3.7.2 ABOVE-GROUND POOLS: Above-ground pools are limited to a maximum deck height of 4' above grade unless otherwise approved by the ARC. Pool must be surrounded by a wood deck structure, fully enclosed on all sides with lattice or other suitable enclosure.

3.7.3 POOL EQUIPMENT: Equipment shall be located under pool deck structure, in a screened enclosure, or in an equipment shed. Equipment sheds shall meet requirements for accessory buildings.

3.7.4 FENCING REQUIRED: Swimming pools shall be fenced in accordance with state building codes, and in conformance with Article 2 Section 2.8 - "Fences".

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4. OTHER STANDARDS

4.1 PROPERTY MAINTENANCE

The maintenance requirements for St. James are established for the perpetual preservation and enhancement of the neighborhood property values. Site maintenance responsibility for each homeowner shall extend to the property lines of the lot. This responsibility will extend to the edge of the Right of Way along public streets or the edge of the designated buffer for the purpose of maintaining lawns and landscaping. The Association may designate Community Areas within the property for maintenance by the Association.

4.1.1 Property maintenance includes the upkeep of lots, buildings and other improvements consistent with good property management, proper trash disposal and animal control.

4.1.2 Each property owner has the following responsibilities:

a) General Property and Lawn Care

1) seeding, weeding , regular cutting, and watering of lawns, including and grass strip next to street or within drainage swales which may technically be within public road right-of-way.

2) pruning and care of all trees and shrubbery.

3) snow removal from adjacent sidewalks and paths.

4) painting and external care of structures and other improvements.

b) Trash

1) disposal of trash and other refuse on a weekly basis.

2) no accumulation or storage of trash or bulk materials on any lot.

3) screening of any trash containers kept outside of the house or garage.

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4.1.3 Association Responsibility: The St. James Homeowners Association will be responsible for maintenance of the Community Area parcels. "Community Area" is land or improvements which have been so designated for common use or maintenance by the Association.

a) Association maintenance responsibility includes, but is not limited to, the following areas and improvements:

1) All property and improvements on the Community Area.

2) Easements and improvements for access to and from the Community Area.

3) Common Area lighting.

4) Street trees planted within the right-of-way of public roadways.

5) Improvements at the main entrance including signage, landscape, irrigation and lighting.

6) Street pavers or special treatments installed within public roadways not maintained by the Maryland Department of Transportation.

b) Violations & Enforcement: Violations of the general maintenance requirements or specifications are enforceable as provided for in the Declarations of Covenants and Restrictions applicable to St. James. Notification procedures and rights to cure are the same as for violations of architectural design criteria.

4.2 YARD STORAGE

4.2.1 VEHICLES: The following vehicles may not be parked or stored on any lot (except in an approved garage), common area, or street in St. James: campers, house trailers, horse and utility trailers, recreational vehicles, boats, motorcycles, school buses, or commercial vehicles over 6,000 lbs net vehicle weight, or with dual wheels, inoperable vehicles, vehicles without current registration, or similar items. These vehicles must be parked in an area

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designated by the Association, or if no such area is designated, they must be parked outside the development. Major vehicle repairs may not be undertaken except in enclosed garages. Minor emergency repairs such as battery charging or changing, replacing a flat tire, and jump starting are permitted in the open on any lot.

4.2.2 WOOD PILES: Firewood may be stored on lots in the rear yard only, and no closer than 10' from any side property line. The ARC will consider the design and location of covered structures for wood piles. Fabric tarpaulins may not be used for continuous cover of wood piles.

4.2.3 TEMPORARY MATERIALS STORAGE: Temporary storage of construction, yard work, or landscape materials is permitted in the rear yard only. Material may be covered with natural (green, tan or brown) colored tarpaulins. Bright colored tarpaulins are not permitted.

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APPENDIX A

DEFINITIONS USED IN THIS BOOK

ARCH

A structural method of spanning an opening, usually with masonry, whereby curved, pointed or flat upper edges of the opening are formed.

ARCHITECTURAL DRAWINGS

A set of detailed drawings which are used by the contractor to build a house. The drawing set includes floor plans, elevations of all sides of the house, building sections to identify all building materials and details. The plans are usually drawn at a 1/4"=1'-0".

AWNING WINDOW

A window which is hinged at the top and swings outward from the bottom.

BOARD RAIL FENCE

A fence consisting of horizontal rails of flat sawed lumber nailed to the flat sides of rectangular or square vertical posts. There are normally three horizontal rails with equal spacing. The fence is typically 48 inches high with the three horizontal rails spaced equally apart.

BUILDABLE AREA LIMITS

Area of a site where building is permitted as defined by the setback lines.

CLEARING

Complete removal of natural vegetation from the area of construction.

COMMON AREA/OPEN SPACE

Areas within the community, other than those owned by individual homeowners, that are held in common by homeowners associations and maintained by these associations.

CONSTRUCTION SETBACK AREA

Required distance inside all property lines which cannot be built in as determined by County zoning ordinances or the Restrictive Covenants of the neighborhood.

CORNICE

Exterior trim of a structure at the eave; usually consists of bed molding, soffit, fascia and crown molding.

CORNER BOARDS

Vertical boards installed on the corners of wood sided homes to cover the ends of the siding.

DENTIL MOLDING

Molding that consists of a band of small square tooth-like blocks forming part of the eave.

DIMENSIONAL COMPOSITION SHINGLE
Asphaltic/fiberglass roofing material manufactured in laminated layers to achieve the depth and dimension variation that simulates the look of wood shingles or slate. The material is imbedded with the color grain to provide a variety of roofing color schemes.

DORMER WINDOW
Vertical window which projects from a sloping roof, placed in a small gabled enclosure projection.

DOUBLE HUNG WINDOW
Window with two vertically operating sashes sliding in two directions to enclose the opening.

DRIP LINE OF A TREE
Imaginary line projected vertically from the outside edge of the branches.

EASEMENT
A right afforded a person to make limited use of another person's real property such as a right-of-way through a lot established for utilities access.

EAVE
The lower edge of a sloping roof which projects beyond the wall.

ELEVATION
Exterior face of a structure: front, side, and rear.

EVERGREEN SHRUBS
Shrubs which do not shed their leaf growth seasonally.

EYEBROW WINDOW
A low dormer on the slope of a roof formed by the roofing material being carried over the opening in a wave line.

FACADE
Exterior face in a building which is the formal front.

FINISH
A coating applied to a material on the job site, such as paint or stain.

FINISHED FLOOR AREA
Amount of space within a structure that is conditioned (heated/cooled) area and in which all construction is complete to a finished state.

FLOOD PLAIN
Land which borders a body of water which may be subject to flooding.

FLOOR PLAN
A drawing showing the layout of the enclosing walls of a structure, its doors and windows, and the arrangements of the interior spaces as viewed from above.

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FOOTPRINT
Outline of a structure as viewed from above.

FOUNDATION (FOOTERS)
The structural base whereby all of the load from the building is transmitted to the ground. The foundation wall is usually constructed out of masonry materials. The footer runs under the foundation wall and is typically concrete.

GABLE
The vertical triangular portion of the end of a structure having a double-sloping roof from the level of the eave to the ridge of the roof.

JACK ARCH
Also called flat arch or straight arch. It is a horizontal row of wedge cut brick over an opening.

MODILLION BLOCKS
A horizontal bracket in the form of a decorative or plain block, spaced at even intervals on the eave.

OBNOXIOUS OR POISONOUS VEGETATION
Natural vegetative growth with a wild unkept appearance such as uncontrolled vines, briars, poison ivy, poison oak, poison sumac.

PEDIMENT
A gabled element used over entrances primarily.

PICKET FENCE
A fence consisting of closely spaced vertical slats attached to horizontal rails and intermediate posts.

PILASTER
A non structural rectangular or semicircular column applied to the wall simulating supports for a decorative pediment or arch above (usually used a main entrances).

PRE-FINISHED MATERIAL
Material that has received a factory finish and is ready to install upon delivery to the construction site (i.e. roofing shingles).

PROPERTY LINE
Legal limits of property, property edge.

RAKE BOARD
A board or molding along the sloping edge of a gable which conceals the rafter.

RIDGE VENT
A linear ventilating cap installed along the ridge of a gabled roof.

RIGHT-OF-WAY LINE
A strip of land (ground surface, underground or above ground) which has been granted by

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deed or easement for the construction or maintenance of a roadway. Government signs and U. S. postal collection boxes are allowed in this area.

SCALE

(1) A system of proportions used in architectural drawings so that the actual size of an item to be drawn can be reduced to a size small enough to fit on a sheet of paper (i.e. 1/4"= 1'-0" (1/4 of an inch on the drawing represents 1 foot of actual size of the item being drawn).
(2) Term used to relate to the proportional balance of all elements of a building.

SCREENING

Shielding method using either natural vegetation or a structure to conceal an unsightly condition from view, or provide protection from noise or wind exposure.

SEGMENTED ARCH

An arch which is composed of parts of a circle (less than half).

SELECTIVE CLEARING

Limited removal of trees permitted outside of area of clearing and grubbing work. Primarily the removal of dead or diseased trees, scrub undergrowth and the thinning of overly dense growth. This is accomplished with hand labor rather than heavy equipment to prevent damage to the roots of growth to remain.

SITE PLAN

A plan of a lot indicating property lines, the accurate location and size of structures shown with dimensions to property lines.

SKID

A small platform laid on the ground that serves as the foundation for a moveable accessory building.

SLOPE (ROOF)

The indication of the steepness of a roof measured by the amount of rise in inches per foot of horizontal length.

SOFFIT

The exposed undersurface of any overhead component of a building (i.e. eave).

SOLID BOARD FENCE

A privacy fence consisting of a wood framework with flat vertical boards attached to the outside face of the framework. The vertical boards can have various end treatments.

STORY (ex.: 2½ STORY HOUSE)

A floor area on one level, enclosed by the house walls (ex: first floor = first story). A ½ story refers to a floor area enclosed within the roof area, above the top of the house walls (attic areas both finished and unfinished).

SYNTHETIC STUCCO

A pre-manufactured exterior finish material resembling cement stucco with smooth or textured surfaces which can be applied over the exterior sheathing of a building.

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TOPOGRAPHY
A description of the vertical variations land. (flat sloping, hills, valleys, etc.)

TRADITIONAL STYLE
Architectural styles copied or derived from those historical styles characteristic of older southern cities. These styles include Georgian, Adam, Greek Revival, and Colonial Revival.

TRANSITIONAL STYLE
For the purposes of these Guidelines, Transitional architecture includes houses of mixed historical styles, and houses of mixed historical and contemporary styles.

UNFINISHED MATERIAL
Material that does not receive a special coating to alter the natural appearance but may be treated with a preservative to prevent decay (i.e. salt treated lumber).

VEGETATION
Plant growth (trees, shrubs, grass, etc.) either in its natural setting or a transplanted location.

VOCABULARY (DESIGN)
Composition of architectural elements which are assembled together on a house.

WINDOW AND DOOR TRIM
Board or molding installed around perimeter of a window or a door to conceal the joint.

WINDOW SASH
The framework of a window that holds the glass.

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APPENDIX B

SAMPLE APPLICATION FORMS

CONTAINS:

New Home Application / Property Information Sheet

Stakeout Review Request

Request for Final Compliance Inspection

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St. James Architectural Review Board

Design Review Managed by Design/Management Associates Inc.
2400 East Cary Street, Suite 514, Richmond Va. 23223
Phone (804) 644-6404 FAX (804) 644-6405

New Home Application/Property Information Sheet

Property Address: _____

Section # _____ Lot # _____

Owner/Builder _____

_____

Mailing Address _____

_____

Phone No. Office _____ Fax _____ Mobile/Beeper _____

ITEMS TO BE SUBMITTED FOR REVIEW: (Include Manufacturer Name and Materials of Construction)

Plan Name or Number _____ Heated SF _____ Roof Pitch _____ /12

	Material	Color	Manufacturer
Brick*			
Roof*			
Siding*			
Trim*			
Shutter*			
Doors*			
Driveway			
Walkways			

* Sample or color chip must accompany application

All submittals shall include: Engineered site plan showing location of structure, setbacks, specimen trees, walks, drives, clearing limits and construction drawings showing all four elevations; materials , floor plan, and landscaping plan.

Office Use Only

Application:
( ) Approved as Submitted
( ) Approved with Limiting Conditions (see memo)
( ) Not Approved
( ) Preliminary Review

Signature: _____ Date: _____

(for the Architectural Review Board)

Approval is limited to design criteria established by the Architectural Review Board and should not be interpreted as approval of any variation from restrictions or conditions imposed on the property owner by the St. James Covenants or St. Mary's County. Approval of siting does not necessarily imply compliance with county zoning requirements.

October 1998

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St. James Architectural Review Board

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2400 East Cary Street, Suite 514, Richmond Va. 23223
Phone (804) 644-6404 FAX (804) 644-6405

Stakeout Review Request

Property Address: _____

Section # _____ Lot # _____

Owner/Builder _____

Mailing Address _____

_____

Phone No. Office _____FAX _____ Mobile /Beeper _____

Date of Application_____

Date Lot will Be Staked (8 a.m.)_____

Lot must be staked at the following points:

Do Not Clear Without Written Stakeout Approval!

1. All corners of the lot.
2. All corners of the house.
3. Driveway and parking areas.
4. Trees to be removed beyond the house, driveway and parking areas. Mark clearing limits.
5. Septic areas

Call 804-644-6404 to schedule stakeout review.

Office Use Only

Application: ( ) Approved as Submitted ( ) Not Approved
( ) Approved with Limiting Conditions (see memo) ( ) Preliminary Review

Signature: _____ Date: _____
(for the Architectural Review Board)

Approval is limited to design criteria established by the Architectural Review Board and should not be interpreted as approval of any variation from restrictions or conditions imposed on the property owner by the St. James Covenants or St. Mary's County. Approval of siting does not necessarily imply compliance with county zoning requirements.

October 1998

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St. James Architectural Review Board

Design Review managed by Design/Management Associates, Inc.
2400 East Cary Street, Suite 514, Richmond, Va. 23223
Phone(804) 644-64-4 FAX(804)644-6405

Request for Final Compliance Inspection

Property Address: _____

Section # _____ Lot # _____

Owner/Builder _____

Mailing Address _____

_____

Phone No. Office _____ Fax _____ Mobile/Beeper _____

Date of Application _____

Date Lot Will Be Ready For Inspection (8 a.m.) _____ Closing Date _____

Please Send Certificate of Compliance To _____

Address _____

_____

Telephone No. _____ Fax No. _____

DO NOT WRITE BELOW:	Y/N	If "NO", LIST DEFECTS:
Plans Approved:	_____	
Colors Approved:	_____	
Construction Complete:	_____	
Grading & Paving Complete:	_____	
Landscaping Complete:	_____	
Complies With Standards:	_____	

Reviewer: _____ Date: _____

(for the Architectural Review Board)

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October 1998

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ARTICLES OF INCORPORATION
ST. JAMES HOMEOWNERS' ASSOCIATION, INC.
(A Non-Stock, Membership Corporation)

First: *Formation.* I, the undersigned, Bill D. McKissick, Jr., whose post office address is 22738 Maple Drive, Suite 101, Lexington Park, Maryland 20653, being at least twenty-one (21) years of age, do hereby form a corporation under and by virtue of the general laws of the State of Maryland.

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

ST. JAMES HOMEOWNERS' ASSOCIATION, INC.

Third: *Purpose and Powers.* This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, presentation and architectural control of the residence lots and the Association property within all that certain property described in the Declaration of Covenants, Conditions and Restrictions made by Delmarva Properties, Inc., recorded on _____, 1998 among the Land Records of St. Mary's County, State of Maryland at **Liber E.W.A. No. _____, Page _____**, as the same may be amended from time to time (hereinafter called the "Declaration"), and such additional property as may be subjected to the Declaration, and to promote the health, safety and welfare of the residents within the above described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose to:

(a) Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

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

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

(d) Dedicate, sell or transfer all or any part of the Association property to any public agency, authority, or utility for such purposes and subject to such conditions as set forth in the Declaration;

(e) Participate in mergers and consolidations with other nonprofit corporations

organized for the same purposes or annex additional residential property and common property subject to the terms of the Declaration;

(f) Have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Maryland by law may now or hereafter have or exercise;

Fourth: *Principal Place of Business/Resident Agent.* The post office address of the principal address of the Association in this State is 22738 Maple Road, Suite 101, Lexington Park, Maryland 20653. The name and post office address of the Resident Agent of the Association in this State is Bill D. McKissick, Jr., Esq., 22738 Maple Road, Suite 101, Lexington Park, Maryland 20653. Said Resident Agent is an individual actually residing in the State of Maryland.

Fifth: *Qualification of Members.* The Association shall not be authorized to issue any capital stock. Every person or entity who is a record owner of the fee simple title in any lot which is subject to covenants of record to assessment by the Association, or, if such lot is subject to a reversion reserved in a lease redeemable pursuant to Title 8 of the Real Property Article, Annotated Code of Maryland, the owner of the leasehold interest, including contract sellers, but excluding those have such interest merely as security for the performance of any obligation, shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the Association.

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

Class A: The Class A Members shall be all Owners with the exception (initially) of the Declarant or any other Class B Member. Each Class A Owner shall be entitled to one vote for each Lot owned by the Class A Owner. When more than one person holds an interest in any Lot, all such persons shall be entitled to participate in the Association as Members; provided, however, that persons holding any such interest solely as contract purchasers or as security for the performance of an obligation shall not be Members solely on account of such interests; and provided, further, that, for purposes of voting and determining the existence of a quorum, all such persons so holding an interest in any one Lot shall be treated as a single member. Subject to the terms and conditions of the Bylaws, the vote for any such Lot shall be exercised as determined by the Members holding interests therein, but in no event shall more than one vote be cast with respect to any Lot.

Class B: The Class B Members shall be: (a) the Declarant; and (b) any successor, assignee, or designee of the Declarant who holds or takes title to a Lot or Lots and who is designated as such in a recorded instrument. The Class B Members shall be entitled to ninety two (92) votes all of which shall initially be exercised as determined by the Declarant but any (or all) of which shall be thereafter exercisable as assigned by the Declarant to any other person who is a Class B Member. This number shall be decreased by one (1) membership for each Class A membership existing at any time. The Class B membership shall cease and become converted to Class A membership upon the earlier to occur of the following: (i) upon the tenth anniversary

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date of this Declaration; (ii) one hundred twenty (120) days following the date on which 75% of the Lots have been conveyed to a Purchaser (iii) when, at such time as may be before the events specified in (i) and (ii) above, the Declarant, in its sole discretion so determines.

From and after the happening of these events, whichever occurs first, the Class B Members shall become Class A Members entitled to cast one (1) vote for each Lot in which such members hold an interest. At such time, the Declarant shall call a meeting of the Members of the Association as provided in the Bylaws for special meetings to advise the membership of the termination of Class B status.

Seventh: *Board of Directors.* Until such time as the Class B Membership ceases to exist the affairs of this Association shall be managed by a Board of three (3) directors, who need not be members of the Association. The number of directors, may be changed by amendment of the By-Laws of the Association. Until such time as the Class B Membership ceases to exist, the number of directors and names of the Directors shall be as appointed by the Declarant. The names of the persons who are to act in the capacity of directors until the selection of their successor are:

Eric Rowland
David Painter
David I. Clay

At the first annual meeting the members after the Class B members are converted to Class A Members, the number and names of Directors shall be as set forth in the Bylaws.

Eighth: *Dissolution.* The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate pubic agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

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

Tenth: *Amendment.* Amendment of these Articles shall require the assent of seventy-five percent (75%) of the total votes of the membership voting as a single class, provided however that so long as there shall be Class B membership, the Class B members without the need for the assent of the Class A Members may amend these Articles as required by the VA, FHA, FNMA, FHLMC or any other governmental or quasi-governmental agency.

Eleventh: *Indemnification.* (1) As used in this Article Eleventh any word or words that are defined in Section 2-418 of the Corporations and Associations Article of the Annotated Code of Maryland, as amended from time to time, (the "Indemnification Section"), shall have the same meaning as provided in the Indemnification Section. (2) The Corporation may, as determined by the Board of Directors of the Corporation, indemnity and advance expenses to a director, officer,

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employee or agent in connection with a proceeding to the extent permitted by and in accordance with the Indemnification Section.

IN WITNESS WHEREOF, I have signed these Articles of Incorporation and have acknowledged the same to be my act this 9th day of OCTOBER, 1998.

WITNESS:

Bruce C. Bates

Bill D. McKissick, Jr.

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