BOOK 0006 PAGE 0001

WILLOWBROOK SUBDIVISION

DISCLOSURES PURSUANT TO THE MARYLAND HOMEOWNERS ASSOCIATION ACT

September 29th, 1998

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

RECORDING FEE 50.00
TOTAL 50.00
Rec# SM03 Rcpt # 37704
EWA LP Blk # 74
Dec 01, 1998 12:39 PM

Mark G. Dillow
P.O. Box 100
Hollywood, Maryland 20636
(301) 373-2111

(2) The name of the Homeowners Association is: **WILLOWBROOK 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.

(3) The development is located in the Sixth Election district of St. Mary's County, and contains approximately 153.25 acres more or less, and is more specifically described in the Declaration of Covenants, Conditions and Restrictions for Willowbrook recorded among the Land Records of St. Mary's County, Maryland at Liber E.W.A. No. 1296, Folio 492 as amended, copies of which are attached. There are 46 lots in the subdivision. The minimum number of Lots currently planned which may be contained in the subdivision after annexation is 46. The maximum number of lots currently planned which may be contained in the subdivision after annexation is 47.

(4) The only property to be dedicated to public use consists of that property upon which the roads of the subdivision will be located, said roads to be dedicated to St. Mary's County.

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

(6) Although, the Declaration provides that the Declarant has reserved the right to annex additional property to the development, it is not anticipated that the Declarant will annex any additional property into the Development, provided that Outparcel C is expected to be replatted as a Lot.

(7) The Association may own and maintain those common areas shown and identified on the aforesaid Plat as "Playground", "Open Space"; "Forest Conservation Area";

(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 $13,910.00 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 $300.00 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 per 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) No funds are to be collected at settlement for contribution to the homeowners association other than prorated fees or assessments.

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

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

DECLARANT

ATTEST

_____ _____(SEAL)
Mark G. Dillow

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

I HEREBY CERTIFY that on this 12 day of December, 1998, before me, the subscriber, a notary public in and for the jurisdiction aforesaid, personally appeared MARK G. DILLOW, who is known to me (or satisfactorily proven) to be the person who signed the within instrument and acknowledged the aforegoing instrument to be his act.

AS WITNESS my hand and Notarial Seal.

_____
Notary Public
My Commission expires: June 7/99

Kathleen V. Rice, Notary Public
St. Mary's County
State of Maryland
My Commission Expires June 7, 199

EXHIBIT

BOOK 0006 PAGE 0004

ARTICLES OF INCORPORATION
WILLOWBROOK NEIGHBORHOOD, INC.
(A Non-Stock, Membership Corporation)

9/29/98 ... 1250

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:

WILLOWBROOK NEIGHBORHOOD, 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 Mark Dillow, recorded on June 25, 1998 among the Land Records of St. Mary's County, State of Maryland at **Liber E.W.A. No. 1296, Page 492,** 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

STATE OF MARYLAND

I hereby certify that this is a true and complete copy of the 5 page document on file in this office. DATED: 9-29-98

STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

BY: Diane J. Wilson, Custodian

This stamp replaces our previous certification system. Effective: 6/95

subject to the terms of the Declaration; BOOK 0006 PAGE 0005

(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 fifteenth anniversary date of this Declaration; (ii) sixty (60) days following the date on which the total authorized and outstanding votes of the Class A members equals forty-five (45); or (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.* 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:

Mark Dillow
Mike Derby
Joanne Dillow

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 29th day of September, 1998.

WITNESS:

Anne C. Lewis

Bill D. McKissick, Jr.

bdm \\Bryan-pc\forms\Homeowners Associations\Willowbrook\Articles of Incorporation.doc

STATE OF MARYLAND

BOOK 0000 PAGE 0008

669528

STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

301 West Preston Street Baltimore, Maryland 21201

DATE: SEPTEMBER 29, 1998

THIS IS TO ADVISE YOU THAT THE ARTICLES OF INCORPORATION FOR
WILLOWBROOK NEIGHBORHOOD, INC.
WERE RECEIVED AND APPROVED FOR RECORD ON SEPTEMBER 29, 1998 AT 12:50 PM.

FEE PAID: 100.00

JOSEPH V. STEWART
CHARTER SPECIALIST

AT5—031

BY-LAWS

OF

WILLOWBROOK NEIGHBORHOOD, INC.

I. **NAME AND LOCATION**: The name of the Corporation is WILLOWBROOK NEIGHBORHOOD, 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 Boarc 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 Associatior. 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: WILLOWBROOK NEIGHBORHOOD, INC. - Corporate Seal - Maryland 1998.

XII. AMENDMENTS

1. AMENDMENTS. These Bylaws may be amended by the unanimous consent of te Board or Directors, or by majority vote of the members of the Association, at a special or regular meeting..

2. CONFLICTS. In the case of any conflict between the Articles of Incorporation and these By-Laws,

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 WILLOWBROOK NEIGHBORHOOD, INC., have hereunto set our hands and this 29th day of September, 1998.

(SEAL)
MARK DILLOW

(SEAL)
MIKE DERBY

(SEAL)
JOANNE DILLOW

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INFORMAL RESOLUTION
OF THE BOARD OF DIRECTORS
OF
WILLOWBROOK NEIGHBORHOOD, INC.
(Adopting Architectural Regulations and Appointing Architectural Review Committee)

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

WHEREAS, pursuant to Article XI of the Declaration of Covenants, Conditions and Restrictions for Willowbrook recorded among the Land Records of St. Mary's County, Maryland at Liber E.W.A. No. 1296, Folio 492, the Board of Directors have the authority to adopt rules and regulations concerning architectural standards for all improvements, modifications or alterations to lots in the subdivision; and

WHEREAS, the aforesaid Article XI, Section 5 permits the Board of Directors to appoint an Architectural Review Committee to exercise the authority of the Board of Directors pursuant to Sections 1, 2 and 3 of Article XI;

NOW THEREFORE, BE IT:

RESOLVED, that the Willowbrook Design and Construction Standards attached hereto are hereby adopted as rules and regulations of the Association pursuant to Article XI, Section 4 of the Declaration;

RESOLVED, that there is hereby created an Architectural Review Committee which will consist of a maximum of five (5) 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;

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

Mark Dillow	**P.O. Box 100, Hollywood, Maryland 20636**
Mike Derby	**(301) 373-2111**

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

WITNESS the hands and seals of the Directors as of this 29th day of September, 1998.

DIRECTORS

SEAL
Mark Dillow

SEAL
Mike Derby

SEAL
Joanne Dillow

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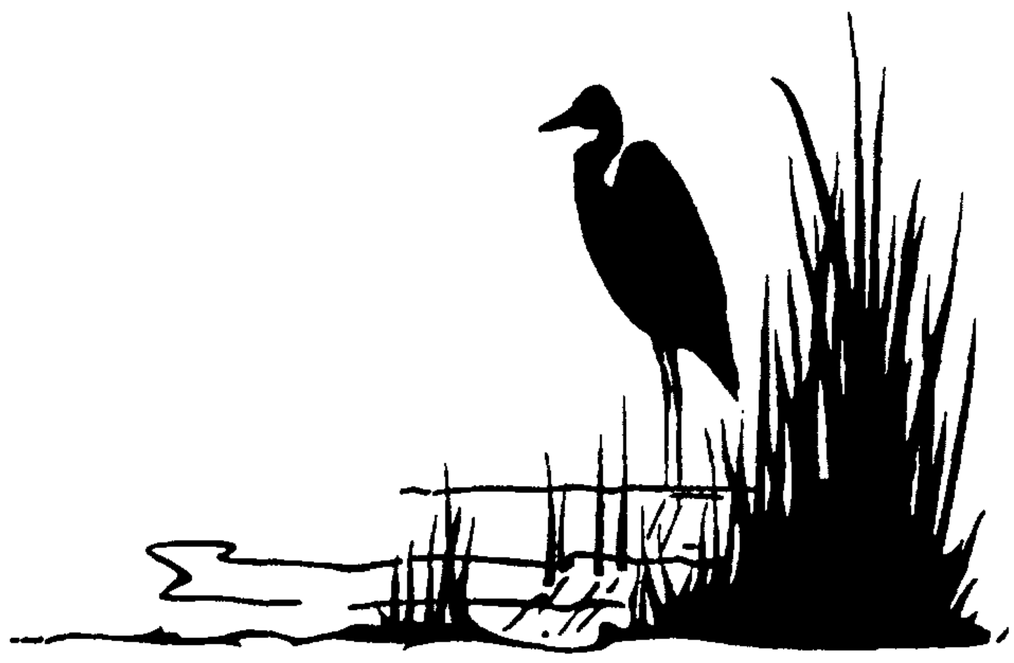
Willowbrook

BOOK 0006 PAGE 0021

Design and Construction Standards



I. Purpose and Intent

The following design, construction and architectural criteria are created for the enhancement of property values at Willowbrook. All homes built in Willowbrook will be of high quality. All community areas, common area and private property within Willowbrook will be maintained at high quality standards.

The Designs and Construction Standards criteria are supplementary to the Covenants, Conditions and Restrictions which are of record. These Standards are intended to complement the Covenants, Conditions and Restrictions and should a conflict arise the Covenants, Conditions and Restrictions shall prevail.

II. Master Plan Concept

Willowbrook has been carefully planned to achieve the following objectives and features:

1) Clustered development to minimize the impact on the environment.

2) Create privacy for Willowbrook along Joy Chapel Road, by use of berms and landscape plantings.

3) Provide Homeowners Association controlled access to substantial open land.

4) Appoint an Architectural Board to strictly enforce the Architectural and Site Development Restrictions.

III. Architectural Board

BOARD of DIRECTORS

1) The Willowbrook Architectural Review Committee (WARC) will consist of a maximum of five (5) individuals appointed by the ~~Developer~~. Any member may be replaced at any time by the ~~developer.~~ BOD

2) The ~~Willowbrook Architectural Review Committee (WARC) is empowered~~ to administer and enforce the architectural and site development restrictions included herein. All construction on individual lots and Common Areas shall be reviewed by the WARC. Homeowners and builders desiring to construct improvements within Willowbrook shall submit two (2) sets of plans to the WARC. Members of the WARC may meet formally or informally to discuss compliance of the submissions. The WARC is required to respond to the ~~applicant within two weeks~~ 30 DAYS. On or before the end of ~~two weeks~~ the WARC may:
SAID TIME PERIOD

a) approve the plans in writing;

b) deny approval of the plans in writing;

c) approve the plans in writing with conditions attached to the approval;

~~d) give written notice of a one week extension of time to review the plans.~~

d) REQUEST ADDITIONAL INFORMATION

In the event the WARC does not respond to a Builder or Homeowner in writing at the end of the review period, ~~including any extension if applicable, the plans shall be deemed to be approved~~. When revisions are required, amended plans should be resubmitted within two weeks for final approval prior to the commencement of site clearing or any construction activity.

THE BUILDER OR HOMEOWNER SHALL DELIVER WRITTEN NOTICE TO THE WARC OF ITS FAILURE TO ACT AND IF APPROVAL IS NOT GRANTED OR DENIED WITHIN 15 DAYS THEREAFTER THE PLANS AND SPECIFICATIONS SHALL BE DEEMED APPROVED.

3) The WARC has the sole authority to waive the requirements set forth herein, but may do so only when the intent and quality required of the design elements at Willowbrook have been satisfied.

4) Subsequent to review and approval by WARC, no structure shall be altered, modified or expanded without the written approval of WARC.

5. APPEALS OF THE DECISIONS OF THE WARC MAY BE MADE TO THE B.O.D. PURSUANT TO ARTICLE XI OF THE DECLARATION OF COVENANTS

IV Submission Requirements

No architectural or site restriction contained herein alleviates a builder or homeowner from compliance with local, state and federal regulations for development. In the event of conflict between these restrictions and governmental regulations, the most restrictive shall apply.

Two copies of the following information shall be submitted to WARC for their consideration:

a) Builders or homeowners shall submit a description of the architectural design via drawings. WARC reserves the right to reject architectural styles that do not complement the neighborhood.

b) Floor plans and elevations of all sides, at a scale of 1/8"=1' or 1/4"=1'.

c) Site plans must be submitted at a minimum scale of 1"=40' including existing grades, all property set back lines, building locations, septic easement, all landscape elements and any ancillary buildings and hard scape elements (driveways, swimming pools, walkway etc...). All plan submissions shall include details on the following: foundation, siding, trim, doors and windows, roofing, exterior light fixtures, sidewalk and driveway.(Any other material or products which may effect the exterior appearance of the residence must be submitted with the site plan above).

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b) deny approval of the plans in writing;

c) approve the plans in writing with conditions attached to the approval;

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V. Architectural Requirements

The minimum finished floor area of a single story residence shall be 2,000 square feet or greater of heated living space. 2,200 square feet for a two story home, or as may be established by WARC for a specific site.

All residences shall be of architectural design that complements the community.

Massing:
Houses shall not be more than 2-stories in height, except those roof pitches which may allow for a partial third floor living area. Exterior elevations shall be of a residential scale which are consistent with the Community. All large planes should be broken up with windows and offsets to maintain the residential scale.

Elevations:
No elevation (front, side, rear) of any house shall be of substantially inferior appearance than any other elevation. Builders and Homeowners shall give as much attention to the design of the rear and sides of houses as is traditionally given to the fronts.

Roofs:
The roof pitch shall be a minimum of 6/12 for single story and 8/12 for a two story house. Flat or shed roofs will only be allowed when they are part of an overall outstanding architectural design. WARC may alter the roof pitch minimums if the total design of the house and its relationship to the lot and the surrounding houses are of overall outstanding architectural design.

Roof penetrations: All roof ventilation and other penetrations must be oriented out of public view or be painted to match the roof color.

Fenestration: Window design shall be consistent with the architectural character of the house. The WARC reserves the right to establish minimum size windows based on the architectural massing aesthetic considerations.

Materials:
The following materials are recommended and must be used as appropriate to the architectural style previously approved:

Foundations shall be constructed of brick, stone, stucco or other material approved by WARC.

Chimneys shall be constructed of brick, stone, stucco or other material approved by WARC. Chimneys should match the foundation material and all chimneys foundations shall be at ground level.

Exterior siding shall be of a natural material such as brick, stone, wood or stucco. Samples

of exterior siding selections should be presented to the WARC for approval.

Vinyl siding and other simulated materials may be used on the exterior walls subject to the following:

1) Samples of simulated products must be presented to the WARC along with the manufacturers specification sheet.

2) Builder or homeowner shall comply with the installation of vinyl siding that meets or exceeds industry standards as set forth by the Vinyl Siding Institute.

Exterior trim made of wood, brick, stone or other materials approved by WARC may be used.

Windows and doors shall be finished in a color to complement the house.

Roofing materials shall consist of architectural fiberglass roof shingles of no less than 330#, ceder shakes or shingles, metal standing seam roofs, concrete shingles or any other material specifically approved by WARC.

Paint or stain colors:
Paint or stain colors shall be of a color to complement the house , neighborhood and will blend in harmoniously with the surroundings. No offensive or "loud" colors may be used on the exterior elevations unless approved by WARC. In the event that unauthorized painting occurs, the WARC has the authority to require the repainting of the house or structure in question. This will ensure the harmony of colors within the neighborhood.

Wood Decks and Porches:
Wood decks, porches and steps are permitted in both rear and front yards with the following conditions:

1) All wood shall be of salt pressure (CCA.40) treated, redwood, cypress, cedar or any other rot resistant specie approved by WARC.

2) Any salt pressure (CCA.40) treated wood used in the front yard locations must be painted or stained.

3) Any steps used in the front yard location must have closed risers.

VI. Land Development Standards

All site development must conform to the current Zoning Ordinance being adhered to by St. Mary's County. Any requirements outlined below which are more restrictive shall apply for Willowbrook.

Limits of Clearing:
The limits of clearing shall be no greater than 25' beyond building pad and 7' beyond any roadway. An exemption may be granted upon review by WARC.

Beyond the 25' and 7' grading setbacks, the homeowner may not remove any trees from the lot greater than 6" without the approval by the WARC.

No clearing, grading, tree removal or any construction activity may take place in the common areas without the prior written consent of the WARC.

Before clearing site, builder must identify the house corners, and stake off the limits of clearing and grading disturbance and driveway location. Any member of WARC or their designated persons will review the site staking and flagging upon notice by builder. WARC must review staking within 48 hours or said staking shall be automatically approved.

Builder must comply with St. Mary's County Soil Conservation with regard to erosion and sediment control. All erosion control devices must be placed on site before clearing. These devices must remain intact throughout construction. All site run-off and mud from vehicular traffic must remain on site. Any mud or silt run-off must be immediately removed by builder.

Building Material Storage:
Storage of construction materials must be neatly stacked and placed on the lot in such a way as to minimize the visual clutter from adjacent lots. Discarded construction materials, refuse and debris must be disposed of weekly. No material may be placed in the public right of way or on any Common Areas.

Topography:
Alteration of existing topography will be permitted only as required to achieve positive drainage away from house. Grading and drainage devices shall be constructed so as to visually minimize the impact upon adjacent properties.

Driveways and Parking:
Driveways and parking areas shall be laid out in an efficient and aesthetically pleasing manner. The recommenced surfaces are blacktop, concrete, paving block, stamped concrete or exposed aggregate.

Garages:
Garages shall be attached to the main dwelling unless otherwise approved by the WARC

Accessory Buildings:
No accessory building may not be constructed farther forward on the site than the front plane of the house. The WARC will review the placement of accessory buildings in such a manner as to protect the normal viewing angles from adjacent lots.

Any accessory buildings, included detached guest houses, workshops, utility sheds, dog houses, playhouses, gazebos... must be designed and located as an integral part of the overall design of the lot. These structures should be massed with the house and incorporate appropriate landscaping, walkways, and fences as to compliment the main dwelling. The finish material and color must be compatible with the main dwelling.

Service Equipment:
All exterior service equipment must be properly screened with either fencing or landscaping or some other opaque device. This includes HVAC equipment, electrical meters and trash areas.

Fencing:
Fencing shall be allowed at Willowbrook with prior approval from the WARC. Fencing shall complement the site architecturally. No chainlink fencing will be allowed from street view. Fencing may be chainlink in rear yards as long as it is vinyl coated green or black.

Site lighting:
Site lighting shall be limited to indirect type lighting, meaning all lamps or light sources within a fixture shall be shielded from the ordinary field of view. The exception to this applies to exterior post lamps, low intensity landscape lights and floodlights mounted on the house are permitted. The outside electrical fixtures shall be of compatible architectural style.

Lawns and Plantings:
The selection of plant material must be complimentary to the elevation theme for each residence. **All lawns must be planted with 80% improved turf type tall fescue mix and 20% improved perennial ryegrass mix, with a minimum seed rate of six (6) pounds per thousand square feet.**

Utilities:
All electric, telephone, cable... and other utility services must be placed underground.

Individual homeowners shall be required to provide their own septic systems and well in accordance with local and State health department requirements.

Only one construction sign per site is allowed for identification. Each sign should be no

more than four (4) square feet in total size. The lot identification sign must be removed after a use and occupancy permit has been obtained. Model homes (approved by the WARC) will be allowed to continue displaying their signage until the home is sold. Realtor signs may be displayed on the property as lone as they visually conform to the neighborhood.

VII. Additions to Existing Structures

All exterior modifications to homes or accessory buildings must be approved by the WARC. This does not include maintenance work or repainting with the same colors. Submissions to the WARC for modifications shall be handled the same as in section V, Submission Requirements section.

VIII. Homeowner's Responsibility

Each homeowner and lot owner in Willowbrook must maintain their property to preserve and enhance the neighborhood property values.

Each homeowner is responsible to maintain their lot and improvements to the highest standards as determined by the WARC. These standards may be amended from time to time.

Site maintenance responsibility for each homeowner shall extend to the property lines of the lot.

The Willowbrook Homeowners Association (WHA) will be responsible for the maintenance of the Community Areas. Community Areas are those areas the WHA has designated for common use or maintenance within the Common Area.

WHA's responsibility includes, but is not limited to, the following areas:

All property and improvements on the Community Area.

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

Common Area Lighting

Improvements at main entrances including signage, landscaping, irrigation and lighting.

Violations of the general maintenance requirements or specifications are enforceable as provided for in the Declaration of Covenants, Conditions and Restrictions.

INFORMAL ORGANIZATIONAL ACTION OF THE BOARD OF DIRECTORS OF WILLOWBROOK NEIGHBORHOOD, INC.

September 29th, 1998

The undersigned, constituting all of the members of the Board of Directors of WILLOWBROOK NEIGHBORHOOD, INC. , a Maryland corporation (the "Corporation"), in accordance with Section 2-408(c) of the Corportions 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 29th, 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
Mark Dillow	**President**
Mike Derby	**Treasurer**
Joanne Dillow	**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, that the annual assessment for each Lot in the subdivision for the calendar years 1998 and 1999 shall be Three Hundred Dollars ($300.00), said sum to be paid in advance on an annual basis for January 1 through December 31, in accordance with the Declaration.

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
Mark Dillow

SEAL
Joanne Dillow

SEAL
Mike Derby

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MARYLAND HOMEOWNERS ASSOCIATION ACT
DISCLOSURES REQUIRED BY REAL PROPERTY ARTICLE, SECTION 11B-112(c)
(For Developments Containing More Than 12 Lots)

THIS DISCLOSURE is made this 4th day of December, 1998, by Greens Rest Farm Associates, a Maryland Limited Partnership, hereinafter referred to as "Declarant".

In accordance with Section 11B-112(c) of the Real Property Article, the Declarant hereby certifies that:

1. The name, principal address, and telephone number of the Declarant are:

RECORDING FEE 50.00
TOTAL 50.00
Rec# SMOO Rcpt # 36358
EMA MAB Blk # 1779
Dec 16, 1998 10:50 am

Greens Rest Farm Limited Partnership
c/o Roger S. Levitan, General Partner
727 E. Chula Vista Road
Tucson, Arizona 85718
(520) 798-3803

2. If the Declarant is a corporation or partnership, the names and addresses of the principal officers or general partners of the Declarant are:

Roger S. Levitan, General Partner
727 E. Chula Vista Road
Tucson, Arizona 85718

3. The name of the Homeowners Association is Greens Rest Farm Homeowners' Association Inc. The association is incorporated in the State of Maryland and the Resident Agent of the corporation is Joseph R. Densford.

4. The following is a description of the location and size of the Development, including the minimum and maximum number of lots currently planned or permitted, if applicable, which may be contained within the Development:

199.06 acres located on Flat Iron Road, St. Mary's County, Maryland. There are 65 lots currently planned within the Development. The Development is further detailed and shown on a plat of subdivision recorded among the Land Records for St. Mary's County, Maryland at Liber E.W.A. No. 47, Folio 37.

5. The following is a description of any property owned by the Declarant or the Seller contiguous to the Development, which is to be dedicated to public use:

Roadway through property which is known as South Greens Rest Drive, Greens Rest Way and Greens Rest Drive, North Greens Rest Drive, Greens Rest Court, Trail Way, Levitan Way, Mark Way and Craney Creek Way

6. If the Development is or will be within or a part of another Development, the following is a general description of the other Development:

N/A

7. If the Declarant has reserved in the Declaration the right to annex additional property to the Development, a description of the size and location of the additional property and the approximate number of lots currently planned to be contained in the Development, as well as any time limits within which the Declarant may annex such property is as follows:

Balance of property owned by Greens Rest Farm Associates or contiguous thereto including waterfront lots and adjacent undeveloped parcels. Total will not exceed 350 acres. No time limits. Number of lots will not exceed 1 per 3 acres.

8. Attached to this Disclosure as Exhibit A is a copy of the current Bylaws and rules of the primary development and of related developments to the extent reasonably available, to which the Purchaser shall become obligated on becoming an owner of the lot.

9. The obligations described in Paragraph 8 are enforceable against the owner and the owner's tenants, if applicable.

10. The following is a description of any property which is currently planned to be owned, leased, or maintained by the Homeowners Association:

Outparcel B containing recreation facilities; pedestrian access trail and forest land surrounding it to an area of 50 feet on both sides of trail located in Outparcel A; Outparcel located on waterfront between Greens Rest Way and Lots 4 and 5, plus all common areas within the subdivision.

11. The following is a brief description of zoning and other land use requirements affecting the Development:

Land can only be used for residential and related purposes.

12. If the information described in paragraph 11 is not provided herein, information pertaining to zoning and other land use requirements affecting the Development may be found at the following location:

Zoning, subdivision and other land use requirements adopted by the Planning Commission and approved by Board of County Commissioners for St. Mary's County, Maryland contained in the Department of Planning and Zoning, Leonardtown, Maryland.

13. Mandatory Homeowner Association fees or assessments will first be levied against the owners of lots at the time specified as follows:

First annual payment (pro-rated) at time of settlement commencing January 1, 1999.

14. The procedure for increasing or decreasing such fees or assessments is as follows:

Action by Board of Directors of Homeowners Association.

15. Fees or assessments and delinquent charges will be collected as follows:

Notice will be given and the unpaid amounts will be subject to legal action including a lien against homeowners' property located in the subdivision.

16. Unpaid fees or assessments are a personal obligation of owners of lots.

17. Unpaid fees or assessments bear interest at the rate of 18% or less, as determined by the Homeowners Association Board of Directors.

18. Unpaid fees or assessments may be enforced by imposing a lien on the lot under the terms of the Maryland Contract Lien Act.

19. Lot owners will be assessed late charges and attorneys' fees resulting from reasonable efforts made to collect unpaid fees or assessments. Suspension of the use of park areas and recreational facilities may also be enforced by the Homeowners Association.

20. Declarant reserves by and for the benefit of the Declarant the right to conduct construction activities within the Development; the right to pay a reduced Homeowners Association fee or assessment; exemptions from use restrictions or architectural control provisions contained in the Declaration or other provisions by which the Declarant intends to maintain control over the Homeowners Association and the right to vote the interests of all unsold lots within the Homeowners Association without being subject to payment of dues and costs of the Homeowners Association. The right to vote all unsold lots shall cease at the earlier of:

(a) the time when at least 95% of the lots are sold
(b) December 31, 2008; or
(c) at such time as the Declarant or Seller voluntarily relinquishes this right.

DECLARANT
GREENS REST FARM ASSOCIATES
A Maryland Limited Partnership

By: Roger S. Levitan
ROGER S. LEVITAN,
General Partner

EXHIBIT A

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BY-LAWS

OF

GREENS REST FARM HOMEOWNERS' ASSOCIATION, INC.

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BYLAWS
OF
GREENS REST FARM HOMEOWNERS' ASSOCIATION, INC.

I. Name and Location

1. **Name.** The name of the corporation is **"GREENS REST FARM HOMEOWNERS' ASSOCIATION, INC."**, hereinafter referred to as the "Association".

2. **Principal Office.** The post office address of the principal office of the Association shall be C/O Lacer, Sparling, Densford & Reynolds, P.A., 22335 Exploration Drive, Suite 2030, Lexington Park, Maryland 20653,. but meetings of Members and directors may be held at such places as may be designated by the Board.

II. Definitions:

Except as otherwise set forth herein, the definition of any term contained herein shall be as set forth in the Declaration of Covenants, Conditions and Restrictions of the Association.

III. Meetings of Members

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

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

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

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

5. **Quorum.** Except as otherwise provided in the Articles or these Bylaws, the presence at a meeting of Members or proxies entitled to cast two-tenth's (2/lOths) of the votes of each class of the Membership shall constitute a quorum for any action. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

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

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

8. **Conduct of Meeting.** The President or, in his absence, the Treasurer, shall preside over all meetings of the Members and shall count all votes taken thereat. The Secretary or, in his absence, such person as shall be designated by the President, shall keep the minutes of the meeting and record in a Minute Book all resolutions adopted by the meeting as well as a record of all transactions occurring thereat.

9. **Voting.** At every meeting of the Members, each Class A Member, either in person or in proxy, shall have the right to cast one (1) vote for each Class A Membership of which he appears the owner on the books of the Association. At such meetings, the Class B Members shall have the right to cast three (3) votes for each Class B membership of which it appears the owner on the books of the Association. The vote of the Members representing fifty-one percent (51%) of the total of the votes of the membership present at the meeting, in person or by proxy, calculated as aforesaid, shall be necessary to decide any question brought before such meeting, unless the question is one upon which, by the express provision of a law, the Articles, the Declaration, or these Bylaws, a different vote is required, in which case such express provision shall govern and control. Where the ownership of a membership is in two or more persons and in the event of a dispute as to who can vote with respect to that membership, the person who shall be entitled to cast the vote of the Members for that Lot shall be the person named in a certificate signed by all of the owners of the membership and filed with the Secretary. In the event all of the co-owners of any membership who are present at any meeting of the Members are unable to agree on the manner in which the vote for such Lot shall be cast on any particular question, then such vote shall not be counted for purposes of deciding that question. In the event any membership is owned by a corporation, then the vote for any such membership shall be cast by a person designated in a certificate signed by the President or any Vice President of such corporation and attested by the Secretary or any Assistant Secretary of such corporation and filed with the Secretary of the Association. Any such certificate shall remain valid until revoked or superseded in writing. The vote for any membership which is owned by a trust or partnership may be exercised by any trustee or partner thereof, as the case may be and unless any objection or protest by any other such trustee or partner is noted at such meeting, the president at such meeting shall have no duty to inquire as to the authority of the person casting such vote or votes.

10. **Suspension of Voting Privileges.** No Class A member shall be eligible to vote, either in person or by proxy, or to be elected to the Board, who is shown on the books or management accounts of the Association to be more than sixty (60) days delinquent in any payment due to the Association.

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

12. **Votes by Mail.** Action may be taken by the Members upon a stated proposal or for the election of directors without a meeting upon a vote of the Members by U.S. mail, private mail, couriers and/or telecopier in accordance with such reasonable procedures therefor as the Board shall prescribe and under its supervision.

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

14. **Actions by Class B Voting.** In those instances in which an action may be taken solely by affirmative vote of the Class B Membership, without the vote of the Class A Membership, then the Class B Membership may hold such meetings and take such actions without notifying, and without the vote of the Class A Membership, provided, however, that the Class B Membership shall only take those actions which it is entitled to take without the vote of the Class A Membership.

15. **Rights of Mortgagees.** Any institutional mortgagee of any Lot who desires notice of the annual and special meetings of the Members shall notify the Secretary to that effect by Registered Mail - Return Receipt Requested. Any such notice shall contain the name and post office address of such institutional mortgagee and the name of the person to whom notice of the annual and special meetings of the Members should be addressed. The Secretary shall maintain a roster of all institutional mortgagees from whom such notices are received and it shall be the duty of the Secretary to mail or otherwise cause the delivery of a notice of each annual or special meeting of the members to each such institutional mortgagee, in the same manner, and subject to the same requirements and limitations as are otherwise provided in this article for notice to the Members. Any such institutional mortgagee shall be entitled to designate a representative to attend any annual or special meeting of the members and such representative may participate in the discussion at any such meeting and may, upon his request made to the presider in advance of the meeting, address the Members present at any such meeting. Such representative shall have no voting rights at any such meeting. Such representative shall, for a reasonable charge, be entitled to copies of the minutes of all meetings of the Members upon request made in writing to the Secretary.

IV. Board of Directors

1. **Number.** Until the first meeting of the Association after the Class B Membership shall cease and become converted to Class A Membership, the initial Board shall be comprised of three persons designated by the Declarant. The Declarant's designees need not be residents of the Property or Members of the Association, and the Declarant shall have the right, in its sole and absolute discretion to replace such designees as may be so selected and designated by it, with or without cause, and to select and designate their successors if vacancies occur for any reason during this period.

From and after the time of the first meeting of the Association which occurs after such time as the Class B Membership shall cease and become converted to Class A membership, the affairs of the Association shall be managed and governed by a Board of Directors composed of five (5) natural persons, all of whom shall not need to be Members of the Association.

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

3. **Nomination.** Nomination of directors for election to the Board after such time as the Class B Membership shall cease and shall be converted to the Class A Membership shall initially be made by a Nominating

Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board, and two or more other persons. The Nominating Committee shall be appointed by the President of the Association prior to each annual meeting of the Members, to serve until the close of the annual meeting. The Nominating Committee shall make as many nominations for election to the Board as it shall, in its discretion determine, but not less than the number of vacancies that are to be filled.

4. **Election.** Except as otherwise provided herein or by the Articles, election to the Board shall be by secret written ballot at the annual meeting of the Members of the Association. At the election each Member or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Articles. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

5. **Removal.** From and after such time as the Class B Membership shall cease and become converted to Class A Membership, any director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation or removal, pursuant to these Bylaws, of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

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

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

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

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

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

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

12. **Powers of the Board.** The Board shall have all the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law, by the Declaration, by the Articles, or these Bylaws directed to be exercised and done by the Members. The powers and duties of the Board shall include, but shall not be limited (subject at all times to the provisions of the Declaration, the Articles, and the other provisions of these Bylaws) to the following:

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

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

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

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

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

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

G. open depository accounts on behalf of the Association and designate signatories required therefor; and

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

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

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

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

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

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

N. purchase such policies of insurance as required by the Declaration or as may from time to time be considered appropriate by the Board including, without limitation, casualty insurance, public liability insurance, workmen's compensation insurance to the extent necessary to comply with any applicable law, so-called "legal expense indemnity insurance" affording protection for the officers and directors of the Association for expenses and fees incurred by any of them in defending any suit or settling any claim or cause of action to which any such officer or director shall have been made a party by reason of his or her service as such, fidelity coverage and the like; and

O. purchase Lots and to lease, mortgage or convey the same, subject to the provisions of these Bylaws, the Articles and the Declaration; and

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

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

R. exercise any and all rights of the Association to approve the plans and specifications for any construction or architectural change upon the Property and the Lots thereof or to create an architectural review committee and appoint the members of said committee, and delegate to the committee the rights, duties and powers as set forth in these Bylaws, the Declaration, and the Articles; and

S. hear appeals from decisions of the architectural review committee; and

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

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

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

B. supervise all officers, agents and employees of the Association, and to see that their duties are properly performed; and

C. as more fully provided in the Declaration to:

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

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

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

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

(5) keep books with detailed accounts in chronological order of the receipts and expenditures affecting the Common Areas and the administration of the Association specifying the maintenance and repair expenses of the Common Areas and any other common expenses incurred. All books and records shall be kept in accordance with good and accepted accounting practices, and the same shall be audited at least once a year by an outside auditor employed by the Board who shall not be a resident of the Property, or an Owner of a Lot therein. The cost of such audit shall be a common expense of the Association.

14. **Rights of Mortgagees.** Any institutional mortgagee of any Lot who desires notice of the regular and special meetings of the Board shall notify the Secretary to that effect by Registered Mail - Return Receipt Requested. Any such notice shall contain the name and post office address of such institutional mortgagee and the name of the person to whom notice of the regular and special meetings of the Board should be addressed. The Secretary of the Association shall maintain a roster of all institutional mortgagees from whom such notices are received and it shall be the duty of the Secretary to mail or otherwise cause the delivery of a notice of each regular or special meeting of the Board to each such institutional mortgagee, in the same manner, and subject to the same requirements and limitations, as are otherwise provided in this article for notice to the members of the Board. Any such institutional mortgagee shall be entitled to designate a representative to attend any regular or special meeting of the Board and such representative may participate in the discussion at any such meeting and may, upon his request made to the Chairman in advance of the meeting, address the members of the Board present at any such meeting. Such representative shall, for a reasonable fee, be entitled to copies of the minutes of all meetings of the Board upon request made in writing to the Secretary.

V. Officers and Their Duties

1. **Designation.** Until the Class B Membership ceases and is converted into Class A Membership the principal officers of the Association shall be a President, a Secretary and a Treasurer, all of whom shall be elected by the Board. After the lapse of the Class B Membership, the principal officers shall be a President, a Vice--President, a Secretary and a Treasurer. Prior to the lapse of all of the Class B memberships as provided in the Articles, the officers of the Association need not be Members of the Association. Thereafter, except for the President and the Vice President, the officers of the Association need not be Members of the Association.

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

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

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 year without reappointment.

5. **Resignations and Removal.** Any officer may be removed from office, with or without cause, by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary.

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

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

7. **Multiple Offices.** The President and the Treasurer shall not be the same person. The offices of Vice-President, Secretary and the Treasurer may be 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 the provisions of these By-Laws. In no event shall the same officer execute, acknowledge or verify any instrument in more than one capacity if such instrument is required by law, the Declaration, the Articles of Incorporation or these By-Laws to be executed, acknowledged or verified by two or more officers.

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

A. **President.** The President shall preside at all meetings of the Members and of the Board and see that orders and resolutions of the Board are carried out. The President shall have authority to sign all leases, mortgages, deeds, 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 the President's absence or inability or refusal to act, and shall have such other duties as may be delegated to him from time to time by the Board or the President.

C. **Secretary.** The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association, together with their addresses; and perform such other duties as required by the Board.

D. **Treasurer.** The Treasurer shall receive and deposit in appropriate depository accounts all monies of the Association and disburse these funds as directed by resolution of the Board; keep proper books of account; and prepare an annual budget and a statement of income and expenditures to be presented to the Members at their regular annual meeting, and deliver a copy of each to the Members requesting the same, with the cost of said copying to be paid by the Member requesting the same.

9. **Agreements, Contracts, Deeds, Checks, etc.** All agreements, contracts, checks and other instruments of the Association requiring an expenditure or imposing an obligation on the Board shall be executed by any officer of the Association and/or by such other person or persons as may be designated by the Board.

10. **Compensation of Officers.** No officer shall receive any compensation from the Association for acting as such, but may, in the discretion of the Board, be reimbursed for expenditures incurred on behalf of the Association.

VI. Committees.

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

2. **Nominating Committee.** The Board shall appoint a nominating committee at least thirty days before any meeting at which the directors are to be elected by the Class A Members of the Corporation. The nominating committee shall actively seek out responsible, interested individuals as candidates for the Board of Directors .

3. **Architectural Review Committee.** The Board, in its discretion, may appoint an architectural review committee, which, if created, shall have the powers and duties as set forth in the Declaration.

VII. Fines: Due Process

1. **Fines.** In addition to any other remedies available to the Board, the Board shall have the express power to impose a fine of not more than $50.00 for each initial violation or $25.00 for each repeated violation by an Owner or a tenant, guest, or member of the family of an Owner, of the Declaration, or the Rules or Regulations adopted by the Board or any committee appointed by the Board. Fines for violations by a member of an Owner's family or his tenants or guests shall be imposed on such Owner; and, for the purposes of this section, each day any such violation continues shall be deemed to be a separate violation. Any fine imposed by the Board for a violation of the Declaration or the Rules and Regulations shall be a lien levied against the Owner's Lot as of the day of the imposition of the fine, and may be foreclosed in the manner provided for the foreclosure of liens for assessments. Any such lien for the payment of a fine shall be subject to the provisions of the Declaration as if such lien were a lien for a regular assessment.

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

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

(1) the alleged violation;

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

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

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

(1) the nature of the alleged violation;

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

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

(4) the proposed sanction to be imposed.

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

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

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

3. **Injunctive Relief.** In addition to any other remedies set forth herein, the Board may seek equitable or injunctive relief in the appropriate court of law or equity, in order to enforce the provisions of any rules or regulations applicable to the association.

VIII. Bank Accounts; Loans

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

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

IX. Corporate Seal

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

X. Books and Records

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by an Member. The Declaration, the Articles, the Bylaws, and any other Rules or Regulations of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost. Books and records kept by or on behalf of the Association may be withheld from public inspection to the extent that they concern:

A. Personnel records;

B. An individual's medical records;

C. Records relating to business transactions that are currently in negotiation; or

D. Correspondence from or to legal counsel.

XI. Assessments

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

XII. Amendments

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

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

3. **Special Agency Approval.** As long as there is a Class B membership, annexation of additional properties, dedication of common Area, and amendment of these Bylaws will require prior approval of the Federal Housing Administration or the Veterans Administration, or any other applicable governmental authority or agency if so required by such agency.

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 and end on December 31st of that year.

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

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

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

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

IN WITNESS WHEREOF, WE, being all of the Directors of **GREENS REST FARM HOMEOWNERS' ASSOCIATION, INC.,** have hereunto set our hands and seals this 4th day of December, 1998.

Roger A. Levitan (SEAL)

Susan Evans (SEAL)

(SEAL)

CERTIFICATION

I, the undersigned, do hereby certify:

THAT, I am the duly elected and acting Secretary of GREENS REST HOMEOWNERS' ASSOCIATION, INC., a Maryland non-stock, not for profit, membership corporation; and

THAT, the foregoing By-Laws constitute the original By-Laws of said Association as duly adopted at a meeting of the Board of Directors thereof, held on the 4th day of December, 1998.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 4th day of December, 1998.

Laurel A. Levitan
Secretary

IMP FD SURC 2.00
RECORDING FEE 20.00
TOTAL 22.00
Rcpt SW03 Rcpt # 41087
EWA LP Blk # 2942
Feb 26, 1999 10:20 am

ELEVENTH 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 ELEVENTH SUPPLEMENTAL OR CLUSTER DECLARATION and Annexation Amendment, (the "Eleventh Supplemental Declaration"), made this 25th day of February, 1999, 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
Rcpt SW03 Rcpt # 41087
EWA LP Blk # 2943
Feb 26, 1999 10:37 am

Introductory Statement

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

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

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

NOW THEREFORE, in this Eleventh 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 109 & 110 as per Plat Seventeen of Wildewood Village as recorded in the Plat Records of St. Mary's County, Maryland in Plat Liber E.W.A. No. 47, Folio 78.

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 25 day of FEBRUARY, 1999, 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 Eleventh Supplemental Declaration, and that he is authorized to execute the said Eleventh Supplemental Declaration on behalf of the Corporation, and that the said Eleventh Supplemental Amendment to Declaration is the act of Paragon Builders, Inc. and that said Eleventh Annexation Amendment to Declaration was executed and is to be recorded for the purpose of 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. BLASS
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires December 19, 2001

Notary Public

My Commission Expires: 12/19/01

ORIGINAL PLAT EXECUTED AND RECORDED AMONG THE LAND RECORDS FOR

General Notes:

1. Subject property appears on the Map 34, Block 13 in p.b. Par. 100 and Map 33, Block 18 in p.b. Par. 100.
2. The subdivision shown hereon is a part of the WILDEWOOD PLANNED UNIT DEVELOPMENT, as approved and is subject to all applicable covenants and restrictions of record.
3. Present Zoning: PDR 4.36
4. Public utility easements shall be a minimum of 10 (ten) feet in width along all property lines or as required by the Saint Mary's County Subdivision Regulations, Article III - Section 4.06, and there shall be a 10 (ten) foot easement along all road rights-of-way and a 5 (five) foot easement beside 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 to be accepted with the public sewerage 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 dedicated, is (are) for the use of PARAGON BUILDERS, Inc., it's successors and assigns, for buried and overhead electric, telephone and cable communications, fire alarm, electrical alarm, transformers, and/or equipment shall be permanently established. Said utility easement(s) constituted for further utilities.
7. STREETS AND ROADS. The road centers of the lots shown hereon will have access to and from Wildewood Parkway, a public street, via Flagstone Way, Wildewood Lane and Wildewood Village Lane, which are private streets and roads created in accordance with the applicable Declaration of Covenants, Conditions and Restrictions. Said private streets and roads and their maintenance shall be the responsibility of the Homeowners Association. Said private streets and roads and roads and roads 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 Boundary.
8. Flagstone Way does the serve as an utility drainage and pedestrian access easement.
9. Property Addresses are shown hereon in blue (xxxx).

Development, Construction, Utility and Drainage Easement Covenant:

There is hereby created a blanket easement upon, across, over, through and under the subject property shown hereon for ingress, egress, storage, construction, installation, replacement, repair, operation and maintenance of all utilities and public lines, utility and service lines and systems including but not limited to, cable television, street lighting, sewer, water, telephone, electric, telecommunications, gas, telephone, electric, television cable or communication line systems, by others of the aforesaid. It shall be expressly permissible for PARAGON BUILDERS, Inc., the aforesaid, its successors and assigns including but not limited to the providing utility or service company such as SMECO or the St. Mary's County Metropolitan Commission, with the approval of the company, to the construction of all aforementioned improvements to the subject property, buried and overhead facilities and equipment on said property, to operate for such purposes and to utilize and maintain wires, cables and conduits on, in and under the roads and ancillary areas as shown on the plans, providing such disturbed areas are restored to the condition in which they were found.

Not withstanding a specific easement designation shown on this plat, there is authorized, granted and reserved upon, across, over, through and under this property, between lines for drainage and utility and storm drainage purposes, including the natural flow of water, throughout the subdivided property is located, in addition, any area disturbed and affected for streets, parking lots, utility and service lines and systems, including buffered and screened areas, shall subsequently be deemed a part of a prescriptive easement, whether or not this areas is as designated. Bus shelters (commuter shelters) are appurtenant. More definitive fields are reflected on the construction plans for Wildewood Parkway Station 100+12.00 to Station 105+50.00 and for the construction plans for Phases I and II, 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 herein, in whole or in part, will be subject to certain homeowner association dwellings, but not limited to, common areas, recreational and utility (single family attached) and condominium (multi) ownership of which the owners of individual units shall be members of said master association and either the site association or the condominium association. There is hereby created a non-exclusive blanket easement and non-exclusive easement for the benefit of said owners, their members and guests to enter upon said areas the properties of the various associations, to utilize and have ingress and egress over the designated roadways to a public street (see general notes 7 and 8) and pedestrian access walkways and to utilize facilities throughout Wildewood Village which are available for their use.

Owner's Dedication:

We, Paragon Builders, Inc., a Maryland Corporation, by Edward R. Stallsmith, President, the owners of the property shown hereon and described in the Surveyor's Certificate affixed hereto, hereby adopt this plan of subdivision upon the approval by all required agencies. There are no parking areas or accesses of less, nominal, dead, overlapped or islands of streets affecting this subdivision. All portions to be conveyed have affixed their signature indicating their consent to this plan of subdivision, the further establish the indicated building restriction lines as required by the 1980 Wildewood P.U.D. Amendment, as approved, and dedicate the streets, walkways, easements, rights-of-way and other improvements, where applicable, for public use.

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

Edward R. Stallsmith, President — Date

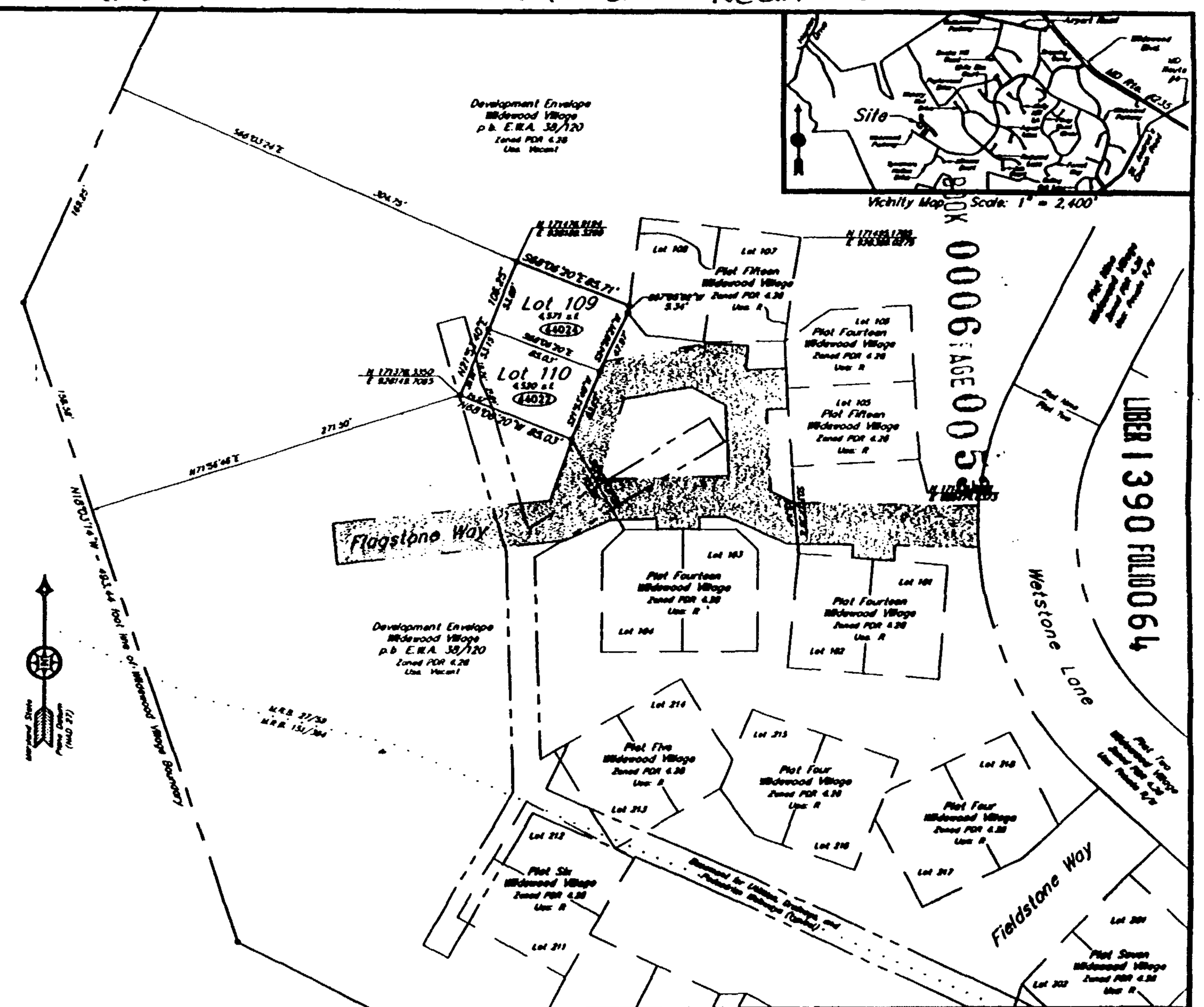
Carlton R. Orth, Secretary — Date

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 surveyed with Paragon Builders, Inc. by deed from Joseph A. Stallsmith and Alice R. Stallsmith, his wife, dated July 26, 1983 and recorded among the Land Records of St. Mary's County, Maryland, in Liber M.R.B. 152 at Folio 384 and part of the lands conveyed unto Paragon Builders, Inc. by deed from K.S.T., Inc., a Maryland Corporation, dated March 16, 1988 as recorded among said Land Records in Liber M.R.B. 253 at Folio 172, said plat being more particularly described as a subdivision of "Plat One - Development Envelope - Wildewood Village" as recorded among said Land Records in said Liber E.H.B. 30 at Folio 120.

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

Larry G. Day
Registered Land Surveyor
Maryland Certificate No. 8886
— Date



Metropolitan Commission	Department of Public Works	Planning and Zoning
Date	Date	Date
Director	Director	Director
	Health Department	P.C. Chairman
	Date	Case File Number: 91-0233
	Director	

No.	Date	Description	By
		REVISION	

DAY & ASSOCIATES, INC.
Surveying, Land Planning & Engineering
44435 Pecan Court - Suite 153
California, Maryland 20619
Phone: (301) 863-6333 • FAX: (301) 863-7460

Plat Seventeen
Lots 109 & 110
Wildewood Village
Third & Eighth Election District
St. Mary's County, Maryland

Revised 93-0001	Drawing # 90PUD017	Drawn by D.B.H.	Chk. by D.H.
Date 01/21/90	Scale 1" = 50'	Page 1 of 1	

RFT-17

ST. MARY'S COUNTY, MARYLAND FHA 41 @ 78

RECORDING FEE 50.00
TOTAL 50.00
Rcpt SM03 Rcpt # 41761
EMA NR Blk # 1432
Mar 17, 1999 11:26 am

ARTICLES OF INCORPORATION

OF

ACADEMY HILLS HOMEOWNERS ASSOCIATION

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 non-stock corporation, not for profit, and does hereby certify:

ARTICLE I

The name of the Corporation is Academy Hills Homeowners Association, hereafter called the "Association".

ARTICLE II

The principal office of the Association is located at 1672 Village Green, Suite 6, Crofton, Maryland, 21114.

ARTICLE III

Dennis M. Riordan whose address is 1672 Village Green, Suite 6, Crofton, Maryland, 21114 is hereby appointed the resident agent of the Association.

ARTICLE IV

The terms "Association", "Common Area", "Company", "Lots", "Owner", and

"Property" as used in these Articles of Incorporation shall have the meanings set forth in the Declaration of Covenants Conditions and Restrictions Relating to the Academy Hills Homeowners Association and to be recorded among the Land Records of St. Mary's County, Maryland.

ARTICLE V

PURPOSES AND POWERS OF THE ASSOCIATION

The Association shall not operate for pecuniary 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 of the use of the Common Area including any improvements and amenities located thereon; (iii) the distribution among the Owners of the Property of the costs of the use, improvement, maintenance and repair of the Common Areas including any improvements and amenities located thereon; and (iv) the promotion of the health, safety, pleasure, recreation and welfare of the residents of the Lots within the Property. In furtherance of these purposes, the Association, (by action of its Directors unless otherwise noted in these Articles of Incorporation or in the Declaration) shall have full power 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, the Declaration being incorporated herein by references as if set forth at length;

(b) fix, levy, collect and enforce payment by any lawful means of all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the affairs 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, subject, however, to the requirements of the Declaration;

(d) borrow money and, with the assent of two-thirds of the votes of the members of the Association, mortgage, pledge, convey by deed of trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility, subject, however, to the requirements of the Declaration and to such conditions as may be agreed to by the members; and

(f) participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional property and open space, provided that, except as otherwise provided in the Declaration, any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of the votes of the members; and

(g) have and to exercise any and all powers, rights and priveleges which a non-stock corporation organized under the Corporation Law of the State of Maryland by law now or hereafter have or exercise.

ARTICLE VI

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

ARTICLE VII

The Association shall have one class of voting membership which shall be all Owners who shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members, however, for purposes of a quorom they shall be treated as a single member. The votes for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

ARTICLE VIII

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 increased, but not decreased, by amendment of the By-Laws of the Assoication. The names and address of the persons who are to act in the capacity of Directors until the selection of their successors are: Dennis M. Riordan, Everett E. Gray, and Jack I. Luria all of St. Mary's County, Maryland. These Directors, (herein called "Charter Directors") shall serve until the first annual meeting of the members at which their successors are elected. In the event of

death or resignation of a Charter Director during his term of office, the remaining Charter Directors shall elect a successor Charter Director to fill the unexpired term of such Charter Director.

ARTICLE IX

DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by the holders of not less than two-thirds (2/3) of the votes of each class of the 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 public agency to be used for purposes similar to those for which this Association was created. In the event that acceptance of such a dedication is refused, the assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to similar purposes.

ARTICLE X

The Association shall exist perpetually.

ARTICLE X1

Amendment of these Articles shall require the assent of the holders of two-thirds (2/3) of the votes of each class of members present in person or by proxy at the meeting at which the vote is taken. Anything set forth above in this Article XI to the contrary notwithstanding, the Association shall have the absolute unilateral right, power, and authority to modify, revise, amend or change any of the terms or provisions of these Articles of Incorporation all as from time to time amended or supplemented.

BOOK 0006 PAGE 0059

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Maryland, the undersigned, Dennis M. Riordan whose post office address is 1672 Village Green, Suite 6, Crofton, Maryland, 21114, being at least eighteen years of age, has executed these Articles of Incorporation this 4th day of March, 1999, for the purposes of incorporating this Association.

Cheryl R Hudson
Witness

Dennis M. Riordan

STATE OF MARYLAND
COUNTY OF ANNE ARUNDEL, TO WIT:

I HEREBY CERTIFY, that on this 4th day of March, 1999, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared Dennis M. Riordan who acknowledged himself to be the Incorporator of Loch Haven Woods Homeowners Association and that he executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and Notarial Seal.

Cheryl R Hudson

NOTARY PUBLIC
My Commission Expires: 3-1-04

ACADEMY HILLS HOMEOWNERS ASSOCIATION

BY-LAWS

RECORDING FEE 50.00
TOTAL 50.00
Rec# SM02 Rcpt # 26444
EMA LP Blk # 284
May 05, 1999 04:33 PM

ARTICLE I

NAME AND LOCATION

The name of the corporation is Academy Hills Homowners Association hereinafter referred to as the "Association". The principal office of the corporation shall be located at 1672 Village Green , Suite 6, Crofton, MD, 21114, Anne Arundel County, Maryland, but meetings of members and directors may be held at such places within the State of Maryland, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. The terms "Association", "Common Area", "Lots", "Owner" and "Property" as used in these By-Laws shall have the meanings set forth in the Declaration of Covenants, Conditions and Restrictions relating to the Academy Hills Subdivision dated March 4, 1999 and recorded among the Land Records of St. Mary's County in Liber 1394 No. _____ folio 440 (the "Declaration").

Section 2. "Member" means those persons or entities entitled to membership in the Association as provided in the Declaration.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the Members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held in the same month of each year thereafter, at a date, time and place within the State of Maryland selected by the Board of Directors of the Association.

Section2. 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 (i) entitled to vote one-fourth (1/4) of all of the votes of the Class A Membership or (ii) entitled to vote one-fourth (1/4) of all of the votes of the Class B Membership.

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

Section 4. Quorom. The presence at the meeting of Members or proxies entitled

to cast one-tenth (1/10) of the votes of the Membership shall constitute a quorom for any action except as otherwise provided in the Declaration or these By-Laws. If, however, such quorom shall not be present or represented at any meeting, the Members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

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

ARTICLE IV

BOARD OF DIRECTORS SELECTION

TERM OF OFFICE

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

Section 2. Term of Office. The terms of office of the "Charter Directors" (as defined in the Articles of Incorporation of the Association) shall be for the period until the first annual meeting of the Members at which their successors are elected. The terms of each director other than a Charter Director shall be for one (1) year or until his successor is elected, whichever shall be the longer period. Each director, other than a Charter Director, shall be elected at the annual meeting.

Section 3. Removal. Any director, other than a Charter Director, may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation or removal, pursuant to these By-Laws, of a Director, his successor shall be selected by the remaining Members of the Board and shall serve for the unexpired term of his predecessor.

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

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

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination of Directors 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 or more other persons. The Nominating Committee shall be appointed by the President of the Association prior to each annual meeting of the Members, to serve until the close of the annual meeting. The Nominating Committee shall make as many nominations for

election to the Board of Directors as it shall, in its discretion determine, but not less than the number of vacancies that are to be filled. Nominations may be made from among Members or non-Members.

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

ARTICLE VI

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held at least annually at such place and hour as may be fixed from time to time to resolution of the Board, without the necessity of further notice.

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

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

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

(a) adopt and publish rules and regulations governing the use of the Common Areas including any improvements and amenities located thereon, 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 the right of use of any recreational facilities located on any Common Area during any period in which the Member is in default in the payment of any assessment levied by the Association; these rights may also be suspended for a period not to exceed sixty (60) days for an 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 Members by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration; and

(d) employ a manager, independent contractors, or other employees or contractors as they deem necessary, and to prescribe their duties.

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

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

fourth (1/4) of the votes of the Class A Members or by the holders of one-fourth (1/4) of the votes of the Class B Members;

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

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

(1) fix the amount of the annual assessment against each Lot not later than February 1st of each year;

(2) send written notice of each annaul assessment to every Lot Owner subject thereto not later than February 1st of each year, and of each special assessment, at least forty-five (45) days in advance of its due date; and

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

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

(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; and

(g) cause the Common Areas to be maintained.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

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

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

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

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

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

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

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

Section7. Multiple offices. Not more than two offices may be held by the same person.

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

President

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

Vice-President

(b) The Vice-President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and exercise and discharge such other duties as may be required of him by the Board. The Vice-President shall likewise have authority to sign all leases, mortgages, deeds and other written instruments.

Secretary

(c) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses; and perform such other duties as required by the Board.

Treasurer

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

ARTICLE IX

COMMITTEES

The Association shall appoint such committees as deemed appropriate in carrying out its purposes.

ARTICLE X

BOOKS AND RECORDS

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

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

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay to the Association assessments which are secured by a continuing lien upon the Lot against which the assessment is made. If the assessment is not paid on the due date, the assessment shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

ARTICLEE XII

AMENDMENTS

Section1. These By-Laws may be amended, at a regular or special meeting of the Members, by the holder of two-thirds (2/3) of the Members of the votes of the Association present in person or by proxy at the meeting at which the vote is taken. Anything set forth above in this Article XII to the contrary notwithstanding, the Company shall have the absolute unilateral right, power and authority to modify, revise, amend or

change any of the terms or provisions of these By-Laws all as from time to time amended or supplemented. However, this unilateral right, power and authority of the Company may be exercised only if either the Veterans Administration or the Federal Housing Administration or any successor agencies thereto shall require such action as a condition precedent to the approval by such agency of the United States of the Property or any part thereof or any Lots thereon for federally approved mortgage financing purposes under applicable Veterans Administration, Federal Housing Administration or similar programs. If the Veterans Administration or the Federal Housing Administration or any successor agencies thereto approve the Property or any part thereof or any Lot therein for federally approved mortgage financing purposes, any amendments to these By-Laws 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.

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

ARTICLE XIII

MISCELLANEOUS

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

IN WITNESS WHEREOF, we, being all of the Directors of Academy Hills Homeowners Association, have hereunto set their hands and seals this 4th day of March 1999.

Dennis Riordan (SEAL)

Everett E. Gray (SEAL)

Jack I. Lauria (SEAL)

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of Academy Hills Homeowners Association a Maryland corporation; and THAT the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 4th day of March, 1999.

IN WITNESS WHEREOF, I have hereunto subscribed by name this 4th day of March, 1999.

(SEAL)

LIBER 1427 FOLIO598

BOOK 0006 PAGE 0073

IMP FD SURE $ 2.00
RECORDING FEE 20.00
TOTAL 22.00
Rec# SM03 Rcpt # 45187
EWA NB Bk # 459

FIRST ANNEXATION AMENDMENT
to
Declaration of Covenants, Conditions and Restrictions
of
PEPPER RIDGE OF WILDEWOOD ASSOCIATION, INC.

JUN 07, 1999 10:13 am

This FIRST ANNEXATION AMENDMENT, (the "First Annexation"), made this 4 day of May, 1999, by PARAGON BUILDERS, INC., a Corporation organized and existing under the laws of the State of Maryland (the "Declarant").

RECORDING FEE 15.00
TOTAL 15.00
Rec# SM03 Rcpt # 45187

Introductory Statement

A. Declarant has caused the Declaration of Covenants, Conditions and Restrictions of Pepper Ridge of Wildewood Association, Inc., dated April 3, 1997 to be recorded among the Land Records of St. Mary's County, Maryland in Liber E.W.A. No. 1144 at Folio 518 and among the Home Owners Association Records at Liber E.W.A. No. 004, Folio 27 (the "Declaration") establishing Pepper Ridge of Wildewood and Pepper Ridge of Wildewood Association, Inc. (the "Association").

EWA NB Bk # 459

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

JUN 07, 1999 10:17 am

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

NOW THEREFORE, this First Annexation Amendment WITNESSETH: That Declarant, for itself, its successors and assigns, does hereby expressly declare, state and establish as follows:

1. The additional real property annexed hereby and subjected to the legal operation and effect of the Declaration and to the jurisdiction of the Association is the property designated on Plat Six, Pepper Ridge of Wildewood, recorded in the plat records of St. Mary's County, Maryland in Plat Liber E.W.A. 46 at Folio 13 described as Phase Two, containing 10.2303 acres, more or less, as further described in Exhibit A, attached hereto and incorporated herein.

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

First Annexation Amendment
Page Two

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 ____ day of May, 1999, 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 Maryland corporation, the Declarant of the aforegoing First Annexation Amendment to Declaration, and that he is authorized to execute the said First Annexation Amendment to Declaration on behalf of the Corporation, and that the said First Annexation Amendment to Declaration is the act of Paragon Builders, Inc. and that said First Annexation Amendment to Declaration was executed and is to be recorded for the purpose of annexing additional property and subjecting the same to the legal operation and effect of the Declaration, and to the jurisdiction of Pepper Ridge of Wildewood Association, Inc.

AS WITNESS my hand and Notarial Seal.

CYNTHIA L. BLASS
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires December 19, 2001

Notary Public

My Commission Expires: 12/19/2001

Original Plat executed by all parties and recorded among the land records for St. Mary's County, Maryland

LIBER 1427 FOLIO 600

BOOK 0006 PAGE 0075

General Notes:

1. The subdivision shown hereon is part of Parcel 165 as shown on Tax Map 33 of Block 16. Said subdivision is also wholly and a part of the WILDEWOOD PLANNED UNIT DEVELOPMENT, as approved and is subject to any and all covenants, conditions, and restrictions of record.
2. The subject area contained in this plat of subdivision is 29.3767 acres, more or less.
3. Present Zoning is PDR 4.26 (Planned Development Residential - 4.26 units per acre density).
4. Building Restriction Lines (BRL's) are established by the 1989 Amendment to the Wildewood P.U.D.
5. All lots are to be served by a public central water distribution and sanitary transmission collection system constructed in accordance with the St. Mary's County Standards and Specifications for Water and Sewer Construction and in accordance with the public works agreement between the owner of the property shown hereon and the St. Mary's County Metropolitan Commission.
6. This subdivision is in compliance with the St. Mary's County Comprehensive Water and Sewerage Plan.
7. There shall be a utility easement ten (10) feet in width, centered on lot lines, five (5) feet out of all interior lot lines and ten (10) feet out of all rights-of-way and perimeter lot lines. Said utility easements are to include, but are not limited to, use by the St. Mary's County Metropolitan Commission, its successors and assigns, for construction, installation, maintenance, repair, and operation of public water and sewer facilities, other public utilities, and drainage.
8. Outparcel "A" as shown hereon, has not been evaluated for compliance with section 40.19 of the St. Mary's County Zoning Ordinance (Adequate Facilities) and cannot be used as legal building sites until the Outparcel is further subdivided in accordance with the St. Mary's County Subdivision Regulations and the St. Mary's County Zoning Ordinance.
9. Present water category is S-3B. Present sewer category is S-3B.
10. No utility easements (U/E) as indicated, by (crc) for the use of PARAGON BUILDERS, INC., it heirs and assigns, to install and maintain below ground utilities and their appurtenances. Any areas disturbed during installation and/or maintenance shall be permanently stabilized. See the utility easement crossed below for further distribution.
11. This site is exempt from stream water management per section 40.3.2.a of the St. Mary's County Zoning Ordinance (Less than 100 acres in total development and disturbance).
12. This site is exempt from the Forest Conservation Act per section 44.2.3.a of the St. Mary's County Zoning Ordinance (Planned Unit Development approved prior to December 31, 1989).
13. Subject property appears to be in Zone "X" as delineated on the Flood Hazard Boundary Maps for St. Mary's County, Maryland, and distributed by the Federal Emergency Management Agency per F.I.R.M. Community Panel 240064-0030 B.
14. No use shall be restricted to one pole of access to the County Right-of-Way.
15. The available sight grading easements, drainage easements, and utility easements shown hereon are approximate. Final alignment shall be shown on the Construction Plans for Pepper Ridge, Sycamore Hollow of Wildewood Development Envelope, and/or the Construction Plans for Pepper Ridge of Wildewood Development Envelope, on file at the St. Mary's County Department of Public Works.

Development, Construction, Utility and Drainage Easement Covenant:

There is hereby created a blanket easement upon, across, over, through and under the property shown hereon for ingress, egress, construction, installation, maintenance, repair and removal of sewerage and potable water, utility and service lines and systems, including, but not limited to, drainage ways and parking lots, utility and service lines and systems, including, but not limited to, underground electric, telephone, cable television and gas lines, and such other utility or service companies as may be hereafter added or designated by the owner of the property, or any of their successors or assigns, to serve the property shown hereon, and to install, maintain, repair, and replace the same, and to make such improvements to the property as may be required by the St. Mary's County Metropolitan Commission, its successors and assigns, or any other utility or service company providing such utility or service to the property shown hereon, 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 ways and where easements conveyed following the natural flow of water throughout the subdivision in which said property is located. In addition, any area delineated and utilized for private parking lots, utility and service lines and systems, including individual and/or common lines, shall automatically be approved as a part of the pedestrian walkway system, whether or not the area is so designated on this plat.

Owner's Dedication:

We, Paragon Builders, Inc., a Maryland Corporation, by Edward W. Wolfangel, President, the owners of the property shown hereon and described in the Surveyor's Certificate printed herein, hereby adopt this plan of subdivision signed by all required signatories. There are no pending suits or actions at law, claims, liens, mortgages or deeds of trust affecting this subdivision except for a certain deed of trust recorded among said Land Records in Liber E.H.S. 1132 at Folio 463. All parties in interest thereto have joined in and approved this subdivision. Said subdivision shall be subject to the building restriction lines as required by the 1989 Wildewood P.U.D. Amendment, as approved, and dedicate the streets, walkways, easements, rights-of-way and other improvements, where applicable, to public use.

We hereby grant unto the St. Mary's County Metropolitan Commission, its successors and assigns, a right of ingress and egress over, and a perpetual easement in, the 10 foot water line and/or sewer line easement (taking all but Block), as and to others that may be shown hereon, for construction, installation, maintenance, repair, inspection, and operation of any future public water and sewer facilities, should such facilities ever be installed.

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

Edward W. Wolfangel, President — Date

Cynthia W. Orth, Secretary — Date

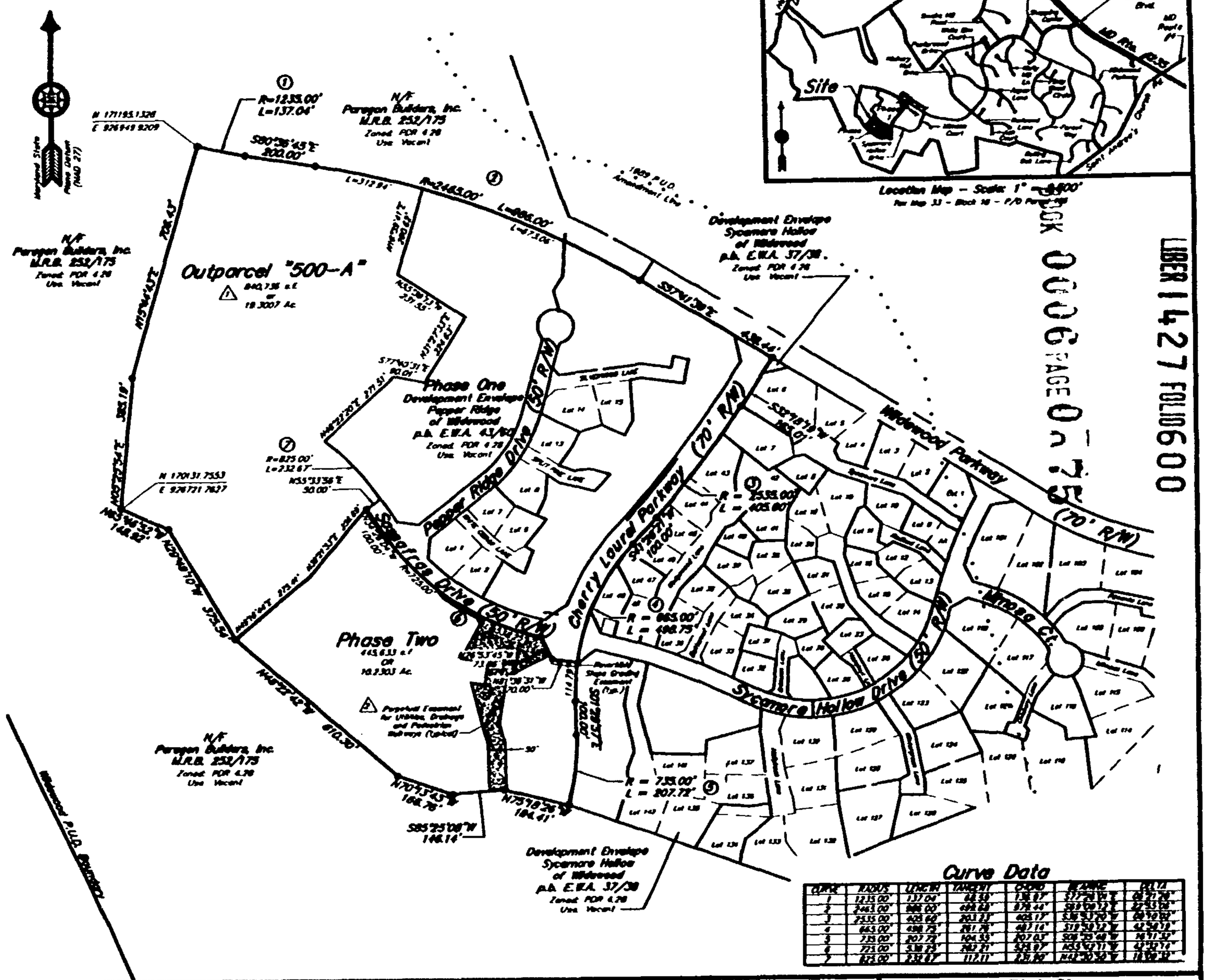
First Union National Bank of Virginia, N.A.
Joseph P. Dunaford, Special Trustee for Plat Execution — Date

Surveyor's Certificate:

I hereby certify to the best of my knowledge, information and belief that the plat shown hereon is correct (subject to a title search) and conforms to the specifications, that this is a subdivision of part of the lands conveyed unto Paragon Builders, Inc., by deed from FSI Inc. a Maryland Corporation, as recorded among the Land Records of St. Mary's County, Maryland, in Liber MRB 252 at Folio 175, and subdivision being further described as a part of "Plat One - Development Envelope - Pepper Ridge of Wildewood" as recorded among said Land Records in plat Liber E.H.S. 43 at Folio 98.

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

Larry G. Day
Registered Land Surveyor
Maryland Certificate No. 9008 — Date


Site
Location Map - Scale: 1" = 5000'
Tax Map 33 - Block 16 - F/D Parcel
Wildewood Blvd.
MD Route 235
Magnetic North
Grid North
Outparcel "500-A"
840,138 s.f.
or
19.3007 Ac.
Phase One
Development Envelope
Pepper Ridge
of Wildewood
p.k. E.W.A. 43/98
Zoned: PDR 4.26
Use: Vacant
Phase Two
Pepper Ridge Drive (50' R/W)
Sycamore Hollow Drive (50' R/W)
Cherry Laurel Parkway (70' R/W)
Wildewood Parkway (70' R/W)
Mirage Ct.
Development Envelope
Sycamore Hollow
of Wildewood
p.k. E.W.A. 37/98
Zoned: PDR 4.26
Use: Vacant
N/F
Paragon Builders, Inc.
M.R.B. 252/175
Zoned: PDR 4.26
Use: Vacant
Wildewood P.U.D. Boundary
Proposed Sign Grading Easement (Typ.)
Proposed Easement for Utilities, Drainage and Pedestrian Walkways (Typical)
N 171195.1326
E 976949.9209
N 170131.7553
E 976721.7637
S80°38'43"E 800.00'
R=1235.00' L=137.04'
R=2445.00' L=696.00'
R=875.00' L=232.67'
R=535.00' L=405.00'
R=665.00' L=498.75'
R=735.00' L=207.72'
R=775.00' L=538.73'
R=825.00' L=232.67'
N55°53'36"E 50.00'
S85°25'08"W 146.14'
N70°13'40"E 168.78'
N75°19'26"E 184.41'
S37°41'39"E 438.44'
S32°57'57"W 863.01'
N32°22'42"W 810.30'
N33°46'34"E 385.18'
N33°46'34"E 148.82'
N33°46'34"E 375.54'
N33°46'34"E 277.51'
N33°46'34"E 375.41'
N33°46'34"E 375.41'
N33°46'34"E 375.41

BOOK 0006 PAGE 0076

WESTBURY COMMUNITY ASSOCIATION, INC.

RESOLUTION TO RESCIND
POLICY RESOLUTION FOR SEASONAL EXCEPTION - ONE BOAT STORAGE RESTRICTION

WHEREAS, Article IV, Section 4.02 (f) of the ByLaws of Westbury Community Association, Inc. empowers the Board of Directors to draft, revise, adopt and amend rules relating to the government of the Association

WHEREAS, the Board of Directors for the Westbury Community Association, Inc. desire to rescind the Policy Resolution for Seasonal Exception - One Boat Storage Restriction.

NOW, THEREFORE, that in support of the above, The Board of Directors hereby declares and adopts the following policy:

NOW, THEREFORE, BE IT RESOLVED this resolution to rescind the Policy Resolution for Seasonal Exception - One Boat Storage Restriction.

The forgoing motion was approved this 25th day of March, 1999 by a majority vote of the Board of Directors at its regularly scheduled meeting and reflected in the minutes thereof.

Westbury Community Association, Inc.

BOARD MEMBER

BOARD MEMBER

BOARD MEMBER

X Westbury SID inclusive of all Lots

RECORDING FEE 5.00
TOTAL 5.00
Rec# SM03 Rcpt # 47640
EMA TLC Blk # 1883
Aug 16, 1999 02:17 PM

Hellrich

SECOND ANNEXATION AMENDMENT
to
Declaration of Covenants, Conditions and Restrictions
of
PEPPER RIDGE OF WILDEWOOD ASSOCIATION, INC.

IMP FD SURE $ 2.00
RECORDING FEE 20.00

This SECOND ANNEXATION AMENDMENT, (the "Second Annexation"), made this 31st day of August 1999, by PARAGON BUILDERS, INC., a Corporation organized and existing under the laws of the State of Maryland (the "Declarant").

TOTAL 22.00
Rest SM02 Rcpt # 28653
EWA FG Blk # 549

Introductory Statement

A. Declarant has caused the Declaration of Covenants, Conditions and Restrictions of Pepper Ridge of Wildewood Association, Inc., dated April 3, 1997 to be recorded among the Land Records of St. Mary's County, Maryland in Liber E.W.A. No. 1144 at Folio 518 and among the Home Owners Association Records at Liber E.W.A. No. 004, Folio 27 (the "Declaration") establishing Pepper Ridge of Wildewood and Pepper Ridge of Wildewood Association, Inc. (the "Association").

Sep 17, 1999 12:51 PM

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

RECORDING FEE 15.00
TOTAL 15.00

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

Rest SM02 Rcpt # 28653
EWA FG Blk # 550

NOW THEREFORE, this Second Annexation Amendment WITNESSETH: That Declarant, for itself, its successors and assigns, does hereby expressly declare, state and establish as follows:

Sep 17, 1999 01:01 PM

1. The additional real property annexed hereby and subjected to the legal operation and effect of the Declaration and to the jurisdiction of the Association is the property designated on Plat Fourteen, Pepper Ridge of Wildewood Phase III, recorded in the plat records of St. Mary's County, Maryland in Plat Liber E.W.A. 48 at Folio 69 described as Phase III, containing 19.3007 acres, more or less, as further described in Exhibit A, attached hereto and incorporated herein.

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

Second Annexation Amendment
Page Two

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)
Thomas E. Wettengel
Vice President

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

I HEREBY CERTIFY, that on this 31st day of August, 1999, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Thomas E. WETTENGEL, who made oath in due form of law that he is the President of Paragon Builders, Inc., a Maryland corporation, the Declarant of the aforegoing Second Annexation Amendment to Declaration, and that he is authorized to execute the said Second Annexation Amendment to Declaration on behalf of the Corporation, and that the said Second Annexation Amendment to Declaration is the act of Paragon Builders, Inc. and that said Second Annexation Amendment to Declaration was executed and is to be recorded for the purpose of annexing additional property and subjecting the same to the legal operation and effect of the Declaration, and to the jurisdiction of Pepper Ridge of Wildewood Association, Inc.

AS WITNESS my hand and Notarial Seal.

Notary Public

IRIS M. HARRIS
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires: My Commission Expires March 13, 2001

LIBER 1464 FOLIO 448

BOOK 00006 PAGE 00 79

General Notes:

1. This subdivision shown hereon is part of Parcel 148 as shown on Tax Map 33 of Block 18. Said subdivision is also within and a part of the WILDEWOOD PLANNED UNIT DEVELOPMENT, as approved, and is subject to any and all covenants, conditions, and restrictions of record.
2. The total area included in this plat of subdivision is 19.3007 acres, more or less.
3. Proposed Zoning is PUDR 4.28 (Planned Development Residential) – 4.28 units per acre density.
4. Building Restriction Lines (BRL's) are established for the 1989 Amendment to the Wildewood P.U.D.
5. All lots are to be served by a public central water distribution and sanitary sewerage collection system constructed in accordance with the "St. Mary's County Standards and Specifications for Water and Sewer Construction", and in accordance with the public works agreement between the Developer and the property owner in question and the St. Mary's County Metropolitan Commission.
6. This subdivision is in compliance with the St. Mary's County Comprehensive Water and Sewerage Plan.
7. Every shall be a utility easement two (10) feet in width, inclusive, on Rights-of-Way and two (2) feet of all interior lot lines and two (10) feet off of all rights-of-way and perimeter lot lines. Such easements are hereby and dedicated for use by the St. Mary's County Metropolitan Commission, its successors and assigns, for construction, installation, maintenance, repair, and operation of public water and sewer facilities, cable/ public utilities, and drainage.
8. There are No Perennial, Intermittent, or Ephemeral streams hereon.
9. Proposed water category is W-3B. Proposed sewer category is S-3B.
10. This utility easement (U) as indicated, is (are) for the use of PARAGON BUILDERS, INC., & both and assigns, to install and maintain below ground utilities and their appurtenances. Any errors obtained during installation and/or maintenance, shall be permanently stabilized. See that utility easement created for further stipulations.
11. This plat is exempt from forest conservation per section 68.3.2.6 of the St. Mary's County Zoning Ordinance (See Item 100 always to post document plat drawing).
12. This plat is exempt from the Forest Conservation Act per section 4.4.2.3.a of the St. Mary's County Zoning Ordinance (Planned Unit Development approved prior to December 31, 1989).
13. Subject property appears to be in Zone "C" under Flood area of inland flooding as established on Federal Insurance Rate Map, for St. Mary's County, Maryland, and distributed by the Federal Emergency Agency, for F.I.R.M. Community Panel #240064-0038 B.
14. All lots shall be contained in one part of equal to the County right-of-way.
15. The riparian zone grading easements, drainage easements, and utility easements shown hereon are approximate. Final alignments, depths and elevations may be shown on the Construction Plans for Sycamore Hollow Development Envelope, and/or the Construction Plans for Pepper Ridge of Wildewood Development Envelope, as on file at the St. Mary's County Department of Public Works.

Development, Construction, Utility and Drainage Easement Covenant:

There is hereby created a blanket easement upon, across, over, through and under the property shown hereon for ingress, egress, construction, installation, maintenance, repair and operation of all streets and parking lots, utility and service lines and systems, including but not limited to, drainage areas, storm water management, streets, parking, pedestrian walkway paths, sewer, gas, telephone, electric, television cable or other service lines systems, by which this easement it shall be required it shall be the responsibility for Paragon BUILDERS, INC., the developer, or the providing utility or service company with the consent of the developer, to provide construction of of construction improvements to the subject property, install and maintain facilities and equipment on said property, to provide for such performance and to utilize and maintain when, already constructed on, in and under the said and shall be responsible for all improvements thereon, providing such disturbance and restoration to the condition in which they were found.

And additionally a specific easement designation shown on this plat, there is automatically created an easement upon, across, over, through and under this property shown hereon for drainage area and shown hereon, including the subject lots of other throughout the subdivision in which said property is located, in addition, any area disturbed and utilized for streets, parking lots, utility and service lines and systems, including installed and maintained, shall automatically be deemed a part of the pedestrian walkway system, whether or not the area is designated on this plat.

Owner's Dedication:

We, Paragon Builders, Inc., a Maryland Corporation, by Edward W. Wattenspil, President, the owners of the property shown hereon and described in the Surveyor's Certificate attached hereto, hereby adopt this plan of subdivision upon the consent by all mortgagees, liens and encumbrances, if any, and certify that there are no liens, mortgages or deeds of trust affecting this subdivision except for a certain deed of trust recorded among said Land Records in Liber E.W.A. 535 at Folio 482. All parties to deed of trust recorded among said Land Records in Liber E.W.A. 535 at Folio 482, all parties to deed thereon have joined their signature indicating their consent to this plan of subdivision.

We further establish the subdivision building restriction lines as required by the 1989 Wildewood P.U.D. Amendment, as approved and distribute the streets, walkways, easements, rights-of-way and other improvements, where applicable, to public use.

We hereby grant unto the St. Mary's County Metropolitan Commission, it's successors and assigns, a right of ingress and egress over, and a perpetual easement in, the lot hereunder and/or over and/or beneath, the easement (along all lot lines), as well as others that may be shown hereon, for construction, installation, maintenance, repair, inspection, and operation of any future public water and sewer facilities.

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

Edward W. Wattenspil, President — Date

Cynthia W. Grab, Secretary — Date

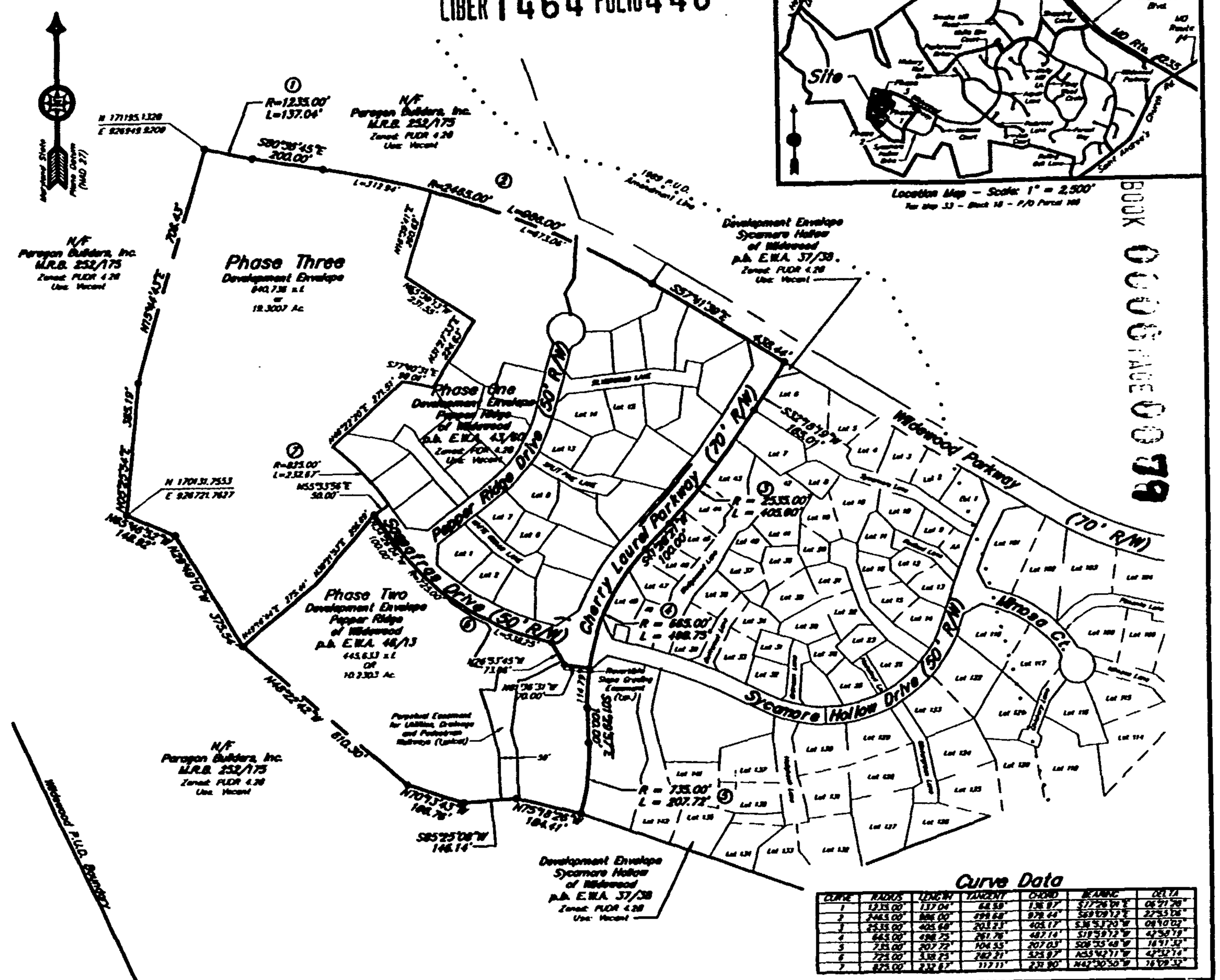
Surveyor's Certificate:

I hereby certify to the best of my knowledge, information and belief that the plat shown hereon is correct (subject to a title search) and conforms to the specifications; that this is a subdivision of part of the lands conveyed unto Paragon Builders, Inc., by deed from KCT Inc. a Maryland Corporation, as recorded among the Land Records of St. Mary's County, Maryland, in Liber WBB 252 at Folio 175, and subdivision being further described as a part of "Plat One – Development Envelope – Pepper Ridge of Wildewood" as recorded among said Land Records in plat Liber E.W.A. 43 at Folio 66.

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

Larry A. Day
Registered Land Surveyor
Maryland Certificate No. 9008

Date


Site
Airport Road
Wildewood Blvd.
MD Route 235
Location Map – Scale: 1" = 2,500'
Tax Map 33 – Block 18 – P/O Parcel 148
Maryland State Plane Grid (NAD 27)
N 171195.1328
E 926949.9209
R=1235.00'
L=137.04'
S80°38'45"E
200.00'
N/F
Paragon Builders, Inc.
M.R.B. 252/175
Zoned: PUDR 4.28
Use: Vacant
Phase Three
Development Envelope
840,738 s.f.
or
19.3007 Ac.
Phase One
Development Envelope
Pepper Ridge
of Wildewood
p.k. E.W.A. 43/66
Phase Two
Development Envelope
Pepper Ridge
of Wildewood
p.k. E.W.A. 46/13
445,633 s.f.
OR
10.2303 Ac.
Pepper Ridge Drive (50' R/W)
Sweetgum Drive (50' R/W)
Cherry Laurel Parkway (70' R/W)
Sycamore Hollow Drive (50' R/W)
Wildewood Parkway (70' R/W)
Mimosa Ct.
Development Envelope
Sycamore Hollow
of Wildewood
p.k. E.W.A. 37/38
Zoned: PUDR 4.28
Use: Vacant
1989 P.U.D. Amendment Line
Wildewood P.U.D. Boundary
Perpetual Easement for Utilities, Drainage and Pedestrian Walkways (typical)
Reversible Slope Grading Easement (typ.)
N 170131.7553
E 926721.7027
N 170133.4375
E 926722.4127
N 170133.4375
E 926722.4127
N 170133.4375
E 926722.4127
N 170133.4375
E 926722.4127
S85°25'08"W
146.14'
N 170133.4375
E 926722.4127
N 170133.4375
E 926722.4127
N 170133.4375
E 926722.4127
N 170133.4375
E 926722.4127

TWELFTH SUPPLEMENTAL OR CLUSTER DECLARATION

and

Annexation Amendment

to the

Declaration of Covenants, Conditions and Restrictions

of

WILDEWOOD VILLAGE ASSOCIATION, INC.

and to the

Declaration of Covenants, Conditions and Restrictions

of

WILDEWOOD VILLAGE VILLA ASSOCIATION, INC.

IMP FD SURE $ 2.00
RECORDING FEE 20.00
TOTAL 22.00
Rec# SM02 Rcpt # 28653
EWA FG Blk # 551
Sep 17, 1999 01:02 PM

This TWELFTH SUPPLEMENTAL OR CLUSTER DECLARATION and Annexation Amendment, (the "Twelfth Supplemental Declaration"), made this 3rd day of September, 1999, by PARAGON BUILDERS, INC., a Corporation organized and existing under the laws of the State of Maryland (the "Declarant").

RECORDING FEE 20.00
TOTAL 20.00
Rec# SM02 Rcpt # 28653

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 FG Blk # 552
Sep 17, 1999 01:12 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.

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 Twelfth 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 118, 119 & 127 as per Plat Eighteen of Wildewood Village as recorded in the Plat Records of St. Mary's County, Maryland in Plat Liber E.W.A. No. 48, Folio 58.

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 3rd day of August, 1999, 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 Eleventh Supplemental Declaration, and that he is authorized to execute the said Twelfth Supplemental Declaration on behalf of the Corporation, and that the said Twelfth Supplemental Amendment to Declaration is the act of Paragon Builders, Inc. and that said Twelfth Annexation Amendment to Declaration was executed and is to be recorded for the purpose of 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 ST. MARY'S COUNTY

Notary Public

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

My Commission Expires: _____

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

I HEREBY CERTIFY, that on this 3rd day of August, 1999, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared WILLIAM AND MARY BRANDES, who made oath in due form of law that she is the Owner of Lot #119 of Wildewood Retirement Village, Phase One, and that the said Twelfth Annexation Amendment to Declaration is the act of paragon Builder's, Inc. and that said Twelfth Annexation Amendment to annexing additional property and subjecting the same to the legal operation and effect of the Declaration, and to the jurisdiction of Wildewood Village Association, Inc. and Wildewood Village Villa Association, Inc.

AS WITNESS my hand and Notarial Seal.

Iris M Harris

Notary Public

My Commission Expires:

IRIS M. HARRIS
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires March 15, 2001

William G Brandes

William Brandes

Mary E Brandes

Mary Brandes

Original Plat has been checked

General Notes:

1. Subject property appears on Tax Map 34, Block 13 as p/o Par. 198 and Map 33, Block 18 as p/o Par. 366.
2. The subdivision shown hereon is a part of the WILDEWOOD PLANNED UNIT DEVELOPMENT, as approved, and is subject to all applicable covenants and restrictions of record.
3. Present Zoning: PDR 4.28
4. Public utility easements shall be a minimum of 10 (ten) feet in width along all property lines or as required by the Saint Mary's County Subdivision Regulations, Article IV – Section 4.06, and there shall be a 10 (ten) foot easement along all road rights-of-way and a 5 (five) foot easement inside all lot lines for public utilities and drainage.
5. All lots are to be served by central water and sanitary sewer systems constructed in accordance with the Saint Mary's County Standards and Specifications for Water and Sewer Construction and in accordance with the public works agreement between the owner and the Saint Mary's County Metropolitan Commission. The subdivision shown hereon is in compliance with the Saint Mary's County Comprehensive Water and Sewer plan.
6. The utility easement(s), as indicated, is (are) for the use of PARAGON BUILDERS, Inc., it's successors and assigns, to install and maintain below ground utilities and their appurtenances. Any area disturbed during installation and/or maintenance shall be permanently stabilized. See utility easement covenant for further clarification.
7. PRIVATE STREETS AND WAYS: The unit owners of the lots shown hereon will have access to and from Wildewood Parkway, a public street, via Marble Way, Flagstone Way, Wetstone Lane and Wildewood Village Lane, which are private streets and ways created in accordance with the applicable Declarations of Covenants, Conditions and Restrictions. Said private streets and ways and their maintenance shall be the responsibility of the owners through the Homeowners 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.
8. Marble Way and Flagstone Way also to serve as utility, drainage and pedestrian access easement.
9. Primary Addresses are shown hereon as thus: (0000)

Development, Construction, Utility and Drainage Easement Covenant:

There is hereby created a blanket easement upon, across, over, through and under the subject property shown hereon for ingress, egress, access, construction, installation, replacement, repair, operations and maintenance of all streets and parking lots, utility and service lines and systems (including, but not limited to, drainage ones, storm water management, streets, parking, pedestrian walkways, water, sewer, gas, telephone, electric, television cables or construction lines systems. By virtue of this easement, it will be expressly understood and accepted by PARAGON BUILDERS, INC., the declarant, it's successors and assigns including, but not limited to, the providing utility or service company such as S.M.E.C.O. or the St. Mary's County Metropolitan Commission, with the approval of the declarant, to complete construction of all contemplated improvements to the subject property, install and maintain facilities and equipment on said property, to excavate for such purposes and to affix and maintain wires, circuits and conduits on, in and under the roofs and exterior walls of improvements thereon, providing such disturbed areas are restored to the condition in which they were found.

Not withstanding a specific easement designation shown on this plat, there is automatically created an easement upon, across, over, through and under the property shown hereon for drainage and storm water management following the natural flow of water throughout the watershed in which said property is located. In addition, any area disturbed and utilized for streets, parking lots, utility and service lines and systems, including installations and 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 10+41.12 RD to Station 12+55.50 RD and/or the construction plans for Phases 1 and 2, Wildewood Parkway Village Development Envelope of the Department of Public Works.

Owner and Association Easements and Cross Easements

It is contemplated that the property shown and described hereon, in whole or in part, will be subject to certain homeowners associations including, but not limited to, a master association, condominium association and villa (single family attached and detached units) association of which the owners of individual units shall be members of said master association and either the villa association or the condominium association. There is hereby created a non-exclusive blanket easement and privilege cross easements for the benefit of said associations, their members and guests to enter upon and cross the properties of the various associations, to utilize and have ingress and egress over the designated driveways 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 W. Wattengel, President, the owners of the property shown hereon and described in the Surveyor's Certification affixed hereto, hereby adopt this plan of subdivision upon its approval by all required agencies. There are no pending suits or actions at law, leases, liens, mortgages or deeds of trusts affecting this subdivision. All persons in interest thereto have affixed their signatures indicating their assent to this plan of subdivision. We further establish the minimum building restriction lines as required by the 1989 Wildewood P.U.D. Amendment, as approved, and dedicate the streets, walkways, easements, rights-of-way and other improvements, where applicable, to public use.

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

Thomas E. Wattengel, Vice President — Date

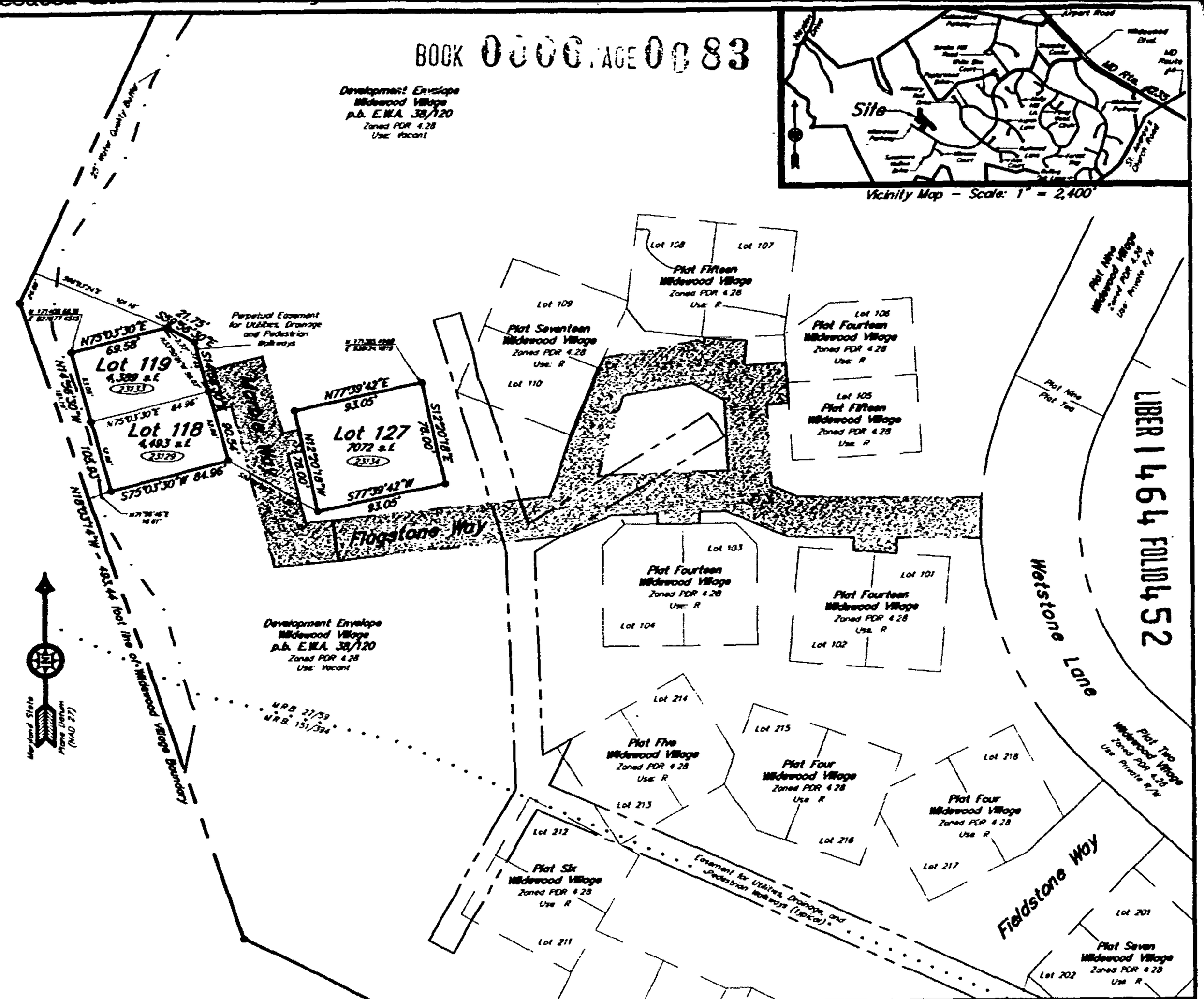
Cynthia W. Grab, Secretary — Date

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. Waldschmitt and Alice R. Waldschmitt, his wife, dated July 28, 1983 and recorded among the Land Records of St. Mary's County, Maryland, in Liber M.R.B. 151 at Folio 394 and part of the lands conveyed unto Paragon Builders, Inc. by deed from K.S.T., Inc., a Maryland Corporation, dated March 10, 1986 as recorded among said Land Records in Liber M.R.B. 252 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.H.A. 38 at Folio 120.

The requirements of Subsection (C) of Section 3-108 of the Annotated Code of Maryland (Real Property Article), as far as it concerns the marking 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 G. Day
Registered Land Surveyor
Maryland Certificate No. 9006 — Date



Metropolitan Commission	Department of Public Works	Planning and Zoning
Date	Date	Date
Director	Director	Director
	Health Department	P.C. Chairman
	Date	Case File Number: 91-0233
	Director	

No.	Date	Description	By
		REVISION	

DAY & ASSOCIATES, INC.
Surveying, Land Planning & Engineering
44439 Pecan Court – Suite 153
California, Maryland 20619
Phone: (301) 863-0333 • FAX: (301) 863-7499

Plat Eighteen
Lots 118, 119 & 127
Wildewood Village
Third & Eighth Election District
St. Mary's County, Maryland

Contract #78-0007A	Drawing # 0007A-PB	Chief by LBD	Dwn by BMJ
Date 07/10/90	Scale 1" = 50'	Page 1 of 1	

[redacted]

BOOK 0000 0 0 0 0 0 0 4

RECORDING FEE 15.00
TOTAL 15.00
Rest SM03 Rcpt # 48943
EMA NB Blk # 1817
Sep 23, 1999 10:08 am

Laurel Glen Homeowners Association, Inc.

Policy Resolution for Assigned Parking

Whereas, the Bylaws for Laurel Glen Homeowners Association, Inc. empowers the Board of Directors to create and enforce reasonable rules ad regulations concerning the use of common area; and

Whereas, the Board of Directors for Laurel Glen Homeowners Association, Inc. desires to create an Association policy for the assignment and use of parking spaces to individual unit owners in the townhouse sections of the Laurel Glen Community; and

Whereas, a majority of owners present at the Fall 1998 homeowners meeting supported the creation of assigned parking for the townhouse units;

Now therefore be it resolved that, in support of the above, the Board of Directors hereby declares and adopts the following policy and procedures with respect to the assignment of the use of parking spaces to individual unit owners of the townhouse sections of the Laurel Glen Community:

I. The following Policy hereby supercedes any and all other policies which may have been previously enacted by any Board of Directors for Laurel Glen Homeowners Association, Inc. and which may have dealt with the assignment of parking spaces. A copy of this policy will be provided to each homeowner. It is the responsibility of the home owner to inform any tenants of any unit.

II. Assignment of Parking Spaces

A. This policy is for the purpose of assigning the use of parking spaces to particular units an in no case shall this policy be construed to convey ownership of any parking space by any owner. Parking spaces are "reserved" for the exclusive use of the home owner, tenant or their guest.

B. The Board of directors shall assign to each unit, the use of two (2) parking spaces. At least one parking space will be as close to the unit to which it is assigned as reasonable possible given the location of all units and the design and location of the parking areas.

C. The exact assignment of the spaces is contained in Attachment A of this policy and is revisable at the discretion of the Board of Directors in conjunction with the unit owners involved in any changes made.

D. The Board of Directors shall, at common expense of the Association, mark each parking space so assigned with an appropriate designation to denote the unit to

HelGrch

which the use of the space is assigned.

E. All spaces for which the use has not been assigned to a particular unit, shall be left unmarked and shall be available for a first come, first served basis. Usage of these "free spaces" is requested to be kept to a maximum of 72 hours.

F. No unit owner, tenant of guest shall block, restrict or place any obstacle in a parking space not specifically assigned for the use of a particular unit.

G. Unit owners are responsible for the compliance of their tenants or guests in respect to parking assignments.

III. Other Regulations Concerning Parking

A. The parking and/or storage of any junk vehicle, abandoned vehicle, or other vehicle without current registration is prohibited. Except for temporary parking (less than one day) the following types of vehicles are prohibited from being parked and/or stored on Laurel Glen Homeowners Association, Inc. property: trailer, camper, truck, camper truck, home trailer, boat, boat trailer, commercial vehicle, snowplow, recreational vehicle or the like.

B. In any case if any vehicle of any kind is parked as to pose a hazard, e.g. double parking, to normal traffic then it is prohibited. Exception is given for vehicles serving as a "moving van", "moving truck" or other " delivery truck" while loading or unloading household goods or items that are being delivered to units. Vehicles delivering packages such as UPS or USPS vehicles are exempt while performing their normal duties.

C. The shoulders of Laurel Glen Road are also available for overflow parking. Vehicles parked on the shoulders Laurel Glen Road may not obstruct traffic on Laurel Glen Road for any reason.

D. Parking on private lawns or on any common property other than designated parking spaces and the shoulders of Laurel Glen road is prohibited. Parking within 20 feet of a fire hydrant other than in a parking space is prohibited.

IV. Enforcement of these policies and procedures.

A. Enforcement with respect to individual parking spaces specifically Assigned for use by a particular unit shall be based up on the reliance of each resident to be a "good neighbor" and respect the spaces assigned for use by other residents. Violators will be towed at owners expense.

B. The Board of Directors will contract or agree with an appropriate and reliable towing company to provide towing services. The Board of Directors will

communicate to the owners and residents the information needed to use the services of the designated towing company.

V. Amendment

The Board of Directors may from time to time amend this policy in accordance with applicable law.

Approved this 17 day of June, 1999 by a majority vote of the Board of Directors of Laurel Glen Homeowners Association, Inc. at it's regularly scheduled meeting and reflected in the minutes thereof.

For the Board of Directors

Robert C. Williams (sign)

ROBERT C. WILLIAMS (print)

LIBER 1472 FOLIO 020

BOOK 0006 PAGE 0087

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

SECTIONS ONE AND TWO
ST. JAMES SUBDIVISION
PLAT LIBER E.W.A. No. 46, FOLIO 78
AND
PLAT LIBER E.W.A. No. 48, FOLIO 94

September 30, 1999

These disclosures are being submitted for recordation in the homeowners association depository in the Land Records for St. Mary's County, Maryland and are intended to supersede the First Disclosures previously recorded at among the homeowners association depository at **Liber E.W.A. No. 0005, Page 55**.

(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

RECORDING FEE 20.00
DMP FD SURE $ 2.00
TOTAL 22.00
Rest# SM03 Rcpt # 49462
EMA MAB Blk # 599
Oct 06, 1999 02:23 PM

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

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

RECORDING FEE 20.00
TOTAL 20.00
Rest# SM03 Rcpt # 49462
EMA MAB Blk # 591
Oct 06, 1999 02:31 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 HOMEOWNERS' ASSOCIATION, INC., 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 after annexation of Section 2, 144.575 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.

After annexation of Section 2, there are 47 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.

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: 9-30-99

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

I HEREBY CERTIFY that on this 30 day of September, 1999, 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.

Deborah K. Cobb
Notary Public
My Commission expires: 2/28/2002

bdm \\Server\forms\Homeowners Associations\St. James\HOA Disclosure-Section 2-St. James.doc
09/08/99 1:25:00 PM

ST. JAMES HOMEOWNERS' ASSOCIATION, INC.

RESOLUTION OF THE DECLARANT, DELMARVA PROPERTIES, INC. AND THE BOARD OF DIRECTORS OF ST. JAMES HOMEOWNERS' ASSOCIATION, INC.

RECORDING FEE 20.00
IMP FD SURE $ 2.00

This Resolution is made as of 30th day of September, 1999. by

TOTAL 22.00

Delmarva Properties, Inc., as Declarant, and the Board of Directors of **ST. JAMES HOMEOWNERS' ASSOCIATION, INC.** (the "Association");

Rest SM03 Rcpt # 49462
EMA MAB Blk # 590

WHEREAS, Delmarva Properties, Inc. is the Declarant pursuant to the Declaration of

Oct 06, 1999 02:24 PM

Covenants, Conditions and Restrictions for St. James, as the same is recorded among the Land Records of St. Mary's County, Maryland at Liber E.W.A. No. 1335, Folio 154, as amended (the "Declaration");

RECORDING FEE 50.00
TOTAL 50.00

WHEREAS, pursuant to the Declaration the Declarant has caused to be formed the **St. James Homeowners' Association, Inc.** as the homeowners association managing the affairs of the St. James subdivision;

Rest SM03 Rcpt # 49462
EMA MAB Blk # 592

WHEREAS, pursuant to Article IV, Section 1 of the Bylaws of the Association, the Declarant has the right to select the members of the Board of Directors for so long as the Class B Membership of the Association exists;

Oct 06, 1999 02:32 PM

WHEREAS, Article VIII, Sections 2 and 5 of the Bylaws provide that the Board of Directors of the Association has the authority to remove and appoint the officers of the Association;

WHEREAS, Article XI, Section 5 of the Declaration provides that the Board of Directors of the Association have the authority to appoint an Architectural Review Committee who shall be responsible for the architectural control in the St. James Subdivision until the lapse of the Class B

Membership;

WHEREAS, the Declarant and the Board of Directors wish to replace and re-appoint as set forth below the officers, Board of Directors and members of the Architectural Review Committee as described below;

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

RESOLVED, that the following persons are appointed as Members of the Board of Directors of the Association until their successors are appointed or until they are removed, whichever comes first

1. David Clay
2. Eric Rowland
3. Steve Campitell

RESOLVED, that the following persons are appointed as officers of the Association until their successors are appointed or until they are removed whichever comes first:

1.	Eric Rowland	President
2.	David Clay	Vice-President
3.	David Clay	Treasurer
4.	David Clay	Secretary

RESOLVED, that the following individuals are hereby appointed as the members of the Architectural Review Committee to hold said office until their successors are appointed or until they are removed, whichever comes first:

1. Nancy Bressler
2. Eric Rowland
3. Steve Campitell

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

DECLARANT
Delmarva Properties, Inc..

By: _____

President

BOARD OF DIRECTORS

_____
Eric Rowland

_____
David I. Clay

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09/09/99 8:15:00 AM

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

RUE WOODS SUBDIVISION
PLAT LIBER E.W.A. 46, FOLIO 102

---

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

Harry W. Miller
Elizabeth R. Miller
1905 Red Oak Drive
Adelphi, Maryland 20783

RECORDING FEE 50.00
TOTAL 50.00
Rest SMB2 Rcpt # 29256
EMA PL Blk # 234
Nov 04, 1999 04:02 PM

(2) The name of the Homeowners Association is: **RUE WOODS SUBDIVISION 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. Correspondence to the Association may be addressed c/o Harry W. Miller, 1905 Red Oak Drive, Adelphi, Maryland 20783.

(3) The development is located in the Eighth Election district of St. Mary's County, and contains initially 20.684 acres more or less, and is more specifically described in the Declaration of Covenants, Conditions and Restrictions for Rue Woods Subdivision recorded among the Land Records of St. Mary's County, Maryland at Liber E.W.A. No. 1480, Folio 455 as amended, copies of which are attached. There are initially 35 lots in the subdivision. The minimum number of Lots currently planned which may be contained in the subdivision after annexation is 35. The maximum number of lots currently planned which may be contained in the subdivision after annexation is 35.

(4) The only property dedicated to public use consists of that property upon which the roads of the subdivision will be located, said roads having dedicated to the Board of County Commissioners of St. Mary's County as more specifically shown on the Plat of subdivision as identified in the Declaration and that parcel known as "METCOM Parcel 2,500 sf+-" as shown on the aforesaid subdivision Plat which is to be conveyed to the St. Mary's County Metropolitan Commission.

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

(6) The Declaration provides that the Declarants have reserved the right to annex additional property to the development, although there are no current plans to annex any additional property into the subdivision.

(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 $3,500.00 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 One Hundred Dollars ($100.00) per lot, per year, unless otherwise determined pursuant to the terms of the attached Bylaws, Articles, and/or Declaration, as amended. The obligation of the Declarant/Vendor to pay said fees is as set forth in the Declaration. 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 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) 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.

ATTEST: **H.W. MILLER & SONS, INC.**

_____ By: Harry W. Miller
Harry W. Miller, President

_____ Harry W. Miller
HARRY W. MILLER

_____ Elizabeth R. Miller
ELIZABETH R. MILLER

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

I HEREBY CERTIFY that on this 21st day of July, 1999, before me, the subscriber, a notary public in and for the jurisdiction aforesaid, personally appeared Harry W. Miller, who is known to me (or satisfactorily proven) to be the person who signed the within instrument and said person made oath in due form of law that said person is the President of H.W. Miller & Sons, Inc., and that, as such President, said person is duly authorized to execute the within instrument for the purposes therein contained, and said person acknowledged that said person executed the same as the act and deed of said H.W. Miller & Sons, Inc.

AS WITNESS my hand and Notarial Seal.

Notary Public
My commission expires:

MASSOUD JAVID
NOTARY PUBLIC
MY COMMISSION EXPIRES ON 5. 1. 2000

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

I HEREBY CERTIFY that on this 21st day of July, 1999, before me, the subscriber, a notary public in and for the jurisdiction aforesaid, personally appeared Harry W. Miller and Elizabeth R. Miller, who are known to me (or satisfactorily proven) to be the persons who signed the within instrument and said persons acknowledged that said persons executed the same as their act and deed.

AS WITNESS my hand and Notarial Seal.

Anne C. Yates
Notary Public
My commission expires: 08/01/2001

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INFORMAL ORGANIZATIONAL ACTION
OF THE BOARD OF DIRECTORS
OF
RUE WOODS SUBDIVISION HOMEOWNERS' ASSOCIATION, INC.

July 21st, 1999

The undersigned, constituting all of the members of the Board of Directors of RUE WOODS SUBDIVISION 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 July 1, 1999 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 A 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 Minutes Book immediately following the copy of the Articles of Incorporation.

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

NAME	OFFICE
Harry W. Miller	**President**
Stephen L. Miller	**Treasurer**
Elizabeth R. Miller	**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

Harry W. Miller
Stephen L. Miller
Elizabeth R. Miller

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

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

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

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

RESOLVED, that the annual assessment for each Lot in the subdivision for the calendar years 1999 shall be One Hundred Dollars ($100.00) per year.

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

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 of the Declaration 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;

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

NAME

Harry W. Miller
Stephen L. Miller
Elizabeth R. Miller

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
HARRY W. MILLER

_____ SEAL
STEPHEN L. MILLER

_____ SEAL
ELIZABETH R. MILLER

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

ATTEST:

H.W. MILLER & SONS, INC.

_____

By: _____
Harry W. Miller, President

_____

_____
HARRY W. MILLER

_____

_____
ELIZABETH R. MILLER

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Sworn and subscribed to before me
on this 21st day of July, 1999

MASSOUD JAVID
NOTARY PUBLIC
Montgomery County, Maryland

MASSOUD JAVID
NOTARY PUBLIC
MY COMMISSION EXPIRES ON 5. 1. 2000

EXHIBIT A
TO THE ORGANIZATIONAL MINUTES OF THE BOARD OF DIRECTORS
OF THE RUE WOODS SUBDIVISION HOMEOWNERS' ASSOCIATION, INC.

BYLAWS OF THE ASSOCIATION

BY-LAWS

OF

RUE WOODS SUBDIVISION HOMEOWNERS' ASSOCIATION, INC.

I. NAME AND LOCATION: The name of the Corporation is RUE WOODS SUBDIVISION HOMEOWNERS' ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the Corporation shall be located at: 1905 Red Oak Drive, Adelphi, Maryland 20783, 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 Rue Woods Subdivision recorded among the Land Records of St. Mary's County, Maryland at Liber E.W.A. No. 1480 Folio 455

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 or such other date set by the Board of Directors, and each subsequent regular annual meeting of the members shall be held on 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 entitled to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented, 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 Declarants. After the conversion of the Class B Membership, the affairs of this Association shall be managed by a Board of not less than three (3) 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.

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.

(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, including stormwater management areas, 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.

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

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 and subject to enforcement in accordance with the terms and conditions of the Declarant.

XI. CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: RUE WOODS SUBDIVISION 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 Declarants, 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.

IN WITNESS WHEREOF, We, being all the Directors of the RUE WOODS SUBDIVISION HOMEOWNERS' ASSOCIATION, INC., have hereunto set our hands and this 21st day of July, 1999.

ATTEST:

H.W. MILLER & SONS, INC.

By: Harry W. Miller
Harry W. Miller, President

Harry W. Miller
HARRY W. MILLER

Elizabeth R. Miller
ELIZABETH R. MILLER

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Sworn and subscribed to before me
on this 21st day of July, 1999

Javid
MASSOUD JAVID
NOTARY PUBLIC
Montgomery County, Maryland

MASSOUD JAVID
NOTARY PUBLIC
MY COMMISSION EXPIRES ON 5. 1. 2000

BOOK 0006 PAGE 0108

ARTICLES OF INCORPORATION
RUE WOODS SUBDIVISION 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:

RUE WOODS SUBDIVISION 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, preservation and architectural control of the residence lots and the Association property within all that certain property located in the Eighth Election District of St. Mary's County, Maryland, which is shown on a Plat entitled "Rue Woods Subdivision, Sheets 1 through 2, prepared by Norris, Gass & Ocker Engineering, Inc., recorded in Plat Liber E.W.A. No 46, Folio 109, among the Plat Records of St. Mary's County, Maryland, as described in the Declaration of Covenants, Conditions and Restrictions made by HARRY W MILLER, ELIZABETH R. MILLER and H W. MILLER & SONS, INC., as Declarants to be recorded among the Land Records of St. Mary's County, Maryland among the Land Records of St. Mary's County, State of Maryland, as the same may be amended from time to time (hereinafter called 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

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STATE OF MARYLAND
I hereby certify that this is a true and complete copy of the document on file in this office. DATED: 7/2/99
STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
Mae Sell, Custodian
This stamp replaces our previous certification system. Effective: 6/95

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 1905 Red Oak Drive, Adelphi, Maryland 20783. 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

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Class B: The Class B Members shall be (a) the Declarants; and (b) any successor, assignee, or designee of the Declarants 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 it now or hereafter by Annexation, all of which shall initially be exercised as determined by the Declarants but any (or all) of which shall be thereafter exercisable as assigned by the Declarants 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 tenth anniversary date of this Declaration, (ii) 120 days after which 75% 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 Declarants, in their sole discretion so determine.

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 Declarants 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 Declarants. The names of the persons who are to act in the capacity of directors until the selection of their successors are:

Harry W. Miller
Stephen L. Miller
Elizabeth R. Miller

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 public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes

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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, 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 30th day of June, 1999.

WITNESS:

Anne C. Zaugg

Bill D. McKissick, Jr.

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