BOOK 0007 PAGE 0001

CHESTNUT HILLS HOMEOWNERS ASSOCIATION, INC.
(A Non-Profit, Non-Stock Corporation)

AMENDMENT TO
DISCLOSURES PURSUANT TO THE
MARYLAND HOMEOWNERS ASSOCIATION ACT

March 6, 1999

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

RECORDING FEE 10.00
TOTAL 10.00
Rest# SM83 Rcpt # 53145
EMA NB Blk # 887
Feb 11, 2000 03:07 PM

Chestnut Hills Homeowners Association, Inc.
Deer Wood Park Drive
P.O. Box 363
Great Mills, Maryland 20634

President: **Joseph E. Laska**
Deer Wood Park Drive
P.O. Box 363
Great Mills, Maryland 20634

Vice-President: **Norvell L. Lilly**
Deer Wood Park Drive
P.O. Box 363
Great Mills, Maryland 20634

Treasurer: **Roland Cochran**
Deer Wood Park Drive
P.O. Box 363
Great Mills, Maryland 20634

Secretary: **Julia M. Nichols**
Deer Wood Park Drive
P.O. Box 363
Great Mills, Maryland 20634

Board Member: **Robert J. Greenberg**
Deer Wood Park Drive
P.O. Box 363
Great Mills, Maryland 20634

(2) The resident agent of the Homeowners Association is: **Bill D. McKissick, Jr., Esq., 22738 Maple Road, Suite 101, Lexington Park, Maryland 20653; Telephone: (301) 862-3764; facsimile: (301) 862-3789.**

The Law Office of
DUGAN
&
MCKISSICK, L.L.C.
22738 Maple Road, Suite 101
Lexington Park, MD 20653
Ph: (301) 862-3764
Fax: (301) 862-3789

WITNESS, my hand and seal as of the date first above written.

DECLARANT:
CHESTNUT HILLS HOMEOWNERS
ASSOCIATION, INC.

ATTEST:

By: _____ (SEAL)
JOSEPH E. LASKA,
President

STATE OF MARYLAND
COUNTY OF ST. MARY'S,

I HEREBY CERTIFY, that on this ____ day of March, 1999, before me, the subscriber, a Notary Public for the State and County, personally appeared JOSEPH E. LASKA, in his capacity as President of Chestnut Hills Homeowners Associations, Inc., known to me or satisfactorily proven to me to be the person executing the foregoing instrument, and said person acknowledged the foregoing instrument to be the act of said person.

AS WITNESS my hand and Notarial Seal.

NOTARY PUBLIC _____
My Commission Expires: _____
JULIANE L. MOSS
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires August 19, 2002

JULIANE L. MOSS NOTARY PUBLIC ST. MARYS CO. MD

The Law Office of
DUGAN
&
MCKISSICK, L.L.C.
22738 Maple Road, Suite 101
Lexington Park, MD 20653
Ph: (301) 862-3764
Fax: (301) 862-3789

IMP FD SURE $ 2.00
RECORDING FEE 20.00
TOTAL 22.00
Rcpt# 33051
EMA LP Blk # 222
Jul 12, 2000 11:13 am

THIRTEENTH SUPPLEMENTAL OR CLUSTER DECLARATION

and

Annexation Amendment

to the

Declaration of Covenants, Conditions and Restrictions

of

WILDEWOOD VILLAGE ASSOCIATION, INC.

and to the

Declaration of Covenants, Conditions and Restrictions

of

WILDEWOOD VILLAGE VILLA ASSOCIATION, INC.

RECORDING FEE 15.00
TOTAL 15.00
Rcpt# 5462 Rcpt # 33051
EMA LP Blk # 223
Jul 12, 2000 11:18 am

This THIRTEENTH SUPPLEMENTAL OR CLUSTER DECLARATION and Annexation Amendment, (the "Thirteenth Supplemental Declaration"), made this 12th day of July, 2000, by PARAGON BUILDERS, INC., a Corporation organized and existing under the laws of the State of Maryland (the "Declarant").

Introductory Statement

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

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

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

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

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

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

(a) Lot 114, 115, 116 & 117 as per Plat Nineteen of Wildewood Village as recorded in the Plat Records of St. Mary's County, Maryland in Plat Liber E.W.A. No. 50, Folio 66, recorded on July 6th, 2000.

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 11th day of July, 2000, 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 Thirteenth Supplemental Declaration, and that he is authorized to execute the said Thirteenth Supplemental Declaration on behalf of the Corporation, and that the said Thirteenth Supplemental Amendment to Declaration is the act of Paragon Builders, Inc. and that said Thirteenth Annexation Amendment to Declaration was executed and is to be recorded for the purpose of subjecting the described real property to the legal operation and effect of the Master Declaration, and to the jurisdiction of the Master Association and to the Cluster Association and to the jurisdiction of the Cluster Association as stated therein.

AS WITNESS my hand and Notarial Seal.

Notary Public

My Commission Expires: 12-19-01

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

General Notes:

1. Tax/grid property system on the May 34, Block C3 as p/o Par. 108 and May 33, Block B3 as p/o Par. 108.
2. This subdivision shown hereon is a part of the MARITIME PLANNED UNIT DEVELOPMENT, as approved, and is subject to all applicable covenants and restrictions of record.
3. Proposed 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 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) are dedicated to fund for the use of PATUXENT BUILDERS, Inc., its successors and assigns, to install and maintain below ground utilities and their appurtenances. Any area disturbed during installation must be restoration and be permanently stabilized. See utility easement covenant for further stipulations.
7. PUBLIC STREETS AND ROADS: The sole owners of the lots shown hereon will have access to and from Wildewood Village's public street, the Marble Way Flagstone Way, Stoneton Lane and Wildewood Village Lane, which are private streets and ways created in accordance with the applicable Subdivision of Concepts, Conditions and Restrictions. Said private streets and ways and their maintenance shall be the responsibility of the Association 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 does not Flagstone Way also to serve as utility, drainage and pedestrian access easement.
9. Pedestrian Easements are shown hereon as thus: (XXXX)

Development, Construction, Utility and Drainage Easement Covenant:

There is hereby created a blanket easement over, across, over, through and under the subject property shown hereon for ingress, egress, construction, installation, maintenance, repair, replacement, replacement of all streets and parking lots, utility and service lines and appurtenant including, but not limited to, drainage areas, related sewer and appurtenant, streets, parking, pedestrian walkways, lighting, signs, and other improvements, underlying, adjacent and contiguous thereto. By acceptance of this easement, it shall be agreed and acknowledged by PATUXENT BUILDERS, INC., the developer, its successors and assigns, including, but not limited to, the providing utility or service company such as S.M.E.C.O. or the St. Mary's County Metropolitan Commission, with the approval of the developer, to complete construction of all improvements necessary for the subject property, backed and roadside facilities and equipment on, in and under the roads and roadside areas of Improvements thereon, providing such disturbed areas are restored to the condition in which they were found.

Not withstanding a specific easement for drainage shown on this plat, there is automatically created an easement across, over, through and under the property shown hereon for drainage over and across under management following the natural flow of water throughout the subdivision in which said property is located. In addition, any areas dedicated and utilized for streets, parking lots, utility and service lines and equipment, including backed and roadside facilities and equipment, shall be deemed to be a part of a pedestrian walkway system, whether or not the area is designated on this plat. Easements shown hereon are approximate. More definitive limits are reflected on the construction plans for Wildewood Parkway, Station 103+12.00 to Station 125+00.00 and/or the construction plans for Phases 1 and 2, Wildewood Redirement 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 dedicated hereon, in whole or in part, will be subject to certain homeowners association facilities, but not limited to, a swimming pool, recreational facilities and other (collectively and individually) amenities of which the ownership of individual units shall be members of and under association and other like the association or the condominium association. There is hereby created a non-exclusive blanket easement and non-exclusive cross easements for the benefit of said association, their members and guests to enter upon and over the properties of the individual lots, including the utility, drainage, lighting and equipment and designated drainage 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. Wahlengel, President, the owners of the property shown hereon and described in the Surveyor's Certification annexed hereto, hereby adopt this plan of subdivision, agree the approved by all required signatures. There are no pending suits or conflicts of lien, leases, liens, encumbrances or deeds of trusts affecting this subdivision. All parties in interest thereto have affixed their signatures indicating their consent to this plan of subdivision. We further establish the minimum building restriction lines as required by the 1989 Wildewood P.U.D. Amendment, as approved, and dedicate the streets, walkways, easements, rights-of-way and other improvements, where applicable, to public use.

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

Michael A. Wahlengel, Vice President — Date

Cynthia W. Orsh, Secretary — Date

Surveyor's Certification:

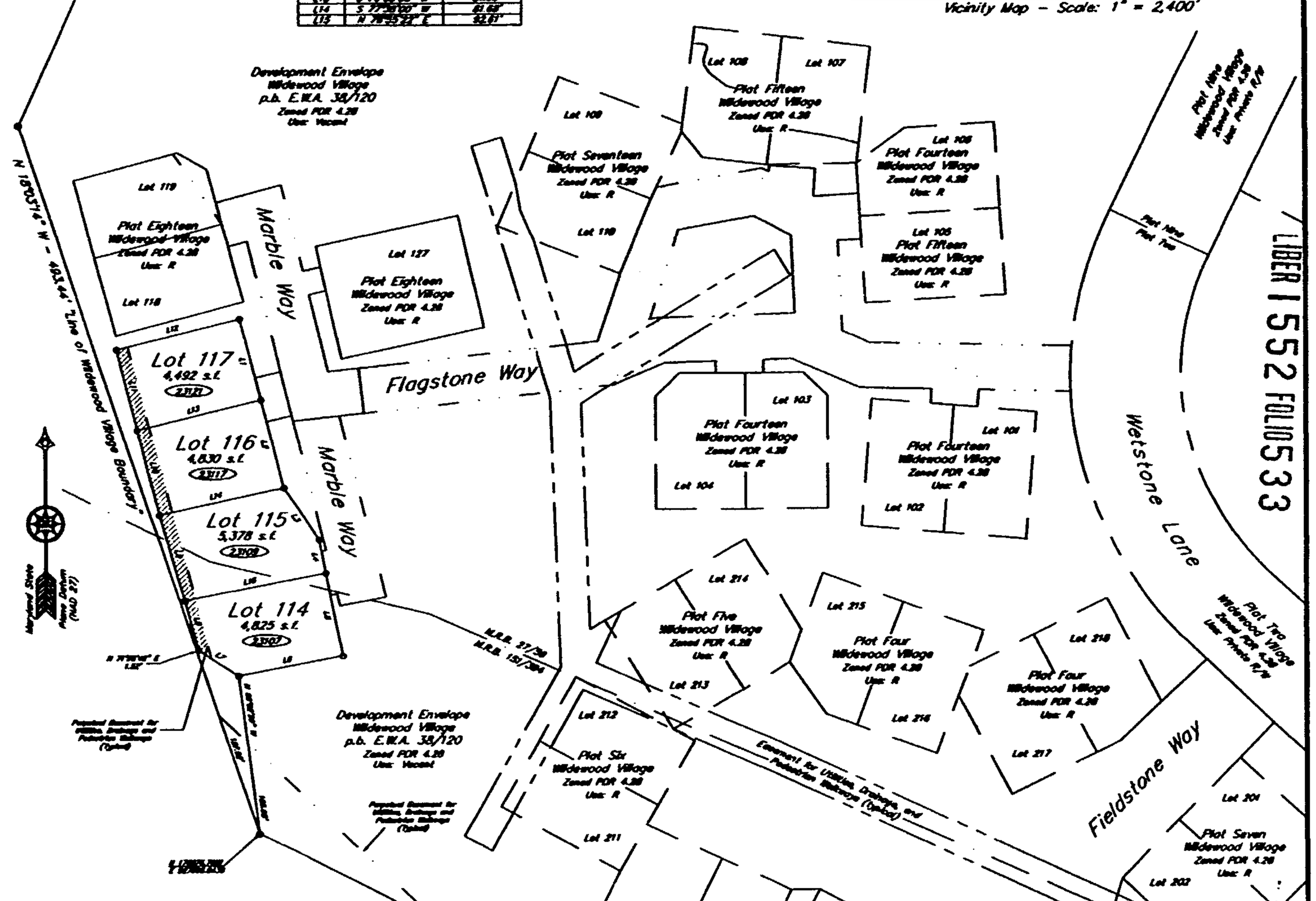
I hereby certify, to the best of my knowledge, information and belief, that the plat shown hereon is correct and conforms to the specifications, that said plat is a subdivision of part of the lands conveyed unto Paragon Builders, Inc., by deed from Joseph A. Wahlengel and Ellen M. Wahlengel, his wife, dated July 30, 1983 and recorded among the Land Records of St. Mary's County, Maryland, in Liber M.R.B. 159 at Folio 304 and part of the lands conveyed unto Paragon Builders, Inc., by deed from K.S.T., Inc., a Maryland Corporation, dated March 10, 1988 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 EWA 38 at Folio 120.

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

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

Course Data

LINE	DIRECTION	DISTANCE
L1	S 13°50'00" E	30.00'
L2	S 13°52'42" E	64.00'
L3	S 30°00'00" E	42.71'
L4	S 77°00'00" E	[illegible]
L5	S 77°00'00" E	[illegible]
L6	S 24°00'00" E	[illegible]
L7	N 30°00'00" W	30.78'
L8	N 15°00'00" W	34.08'
L9	N 75°00'00" W	30.00'
L10	N 15°52'42" W	30.00'
L11	N 13°50'00" W	30.00'
L12	N 77°00'00" W	42.25'
L13	S 24°00'00" W	42.85'
L14	S 77°00'00" W	42.62'
L15	N 76°52'21" E	42.01'



LIBER 1552 FOLIO 533

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) 863-0333 • FAX: (301) 863-7460

Plat Nineteen
Lots 114, 115, 116 & 117
Wildewood Village
Third & Eighth Election District
St. Mary's County, Maryland

Revised 9-75-0089V	Drawing # 9WWVP19	Chkd by L.G.D.	Drn. by A.D.V.
Date 05-24-2000	Scale 1" = 50'	Page 1 of 1	

RET-19

LIBER 1575 FOLIO 515

BOOK 0007 PAGE 0006

FOURTEENTH 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 FOURTEENTH SUPPLEMENTAL OR CLUSTER DECLARATION and Annexation Amendment, (the "Fourteenth Supplemental Declaration"), made this 28th day of September, 2000, by PARAGON BUILDERS, INC., a Corporation organized and existing under the laws of the State of Maryland (the "Declarant").

RECORDING FEE 15.00
TOTAL 15.00
Rest SW03 Rcpt # 60264
EWA LP Blk # 1919
Sep 29, 2000 11:20 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 Fourteenth Supplemental Declaration the Declarant, for itself, its successors, and assigns, does hereby expressly declare, state, and establish as follows:

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

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

(a) Lot 111A and 111B as per Plat Twenty of Wildewood Village as recorded in the Plat Records of St. Mary's County, Maryland in Plat Liber E.W.A. No. 51, Folio 08, recorded on September 14th, 2000.

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 29th day of September, 2000, 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 Fourteenth Supplemental Declaration, and that he is authorized to execute the said Fourteenth Supplemental Declaration on behalf of the Corporation, and that the said Fourteenth Supplemental Amendment to Declaration is the act of Paragon Builders, Inc. and that said Fourteenth Annexation Amendment to Declaration was executed and is to be recorded for the purpose of 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 BY ALL PARTIES AND

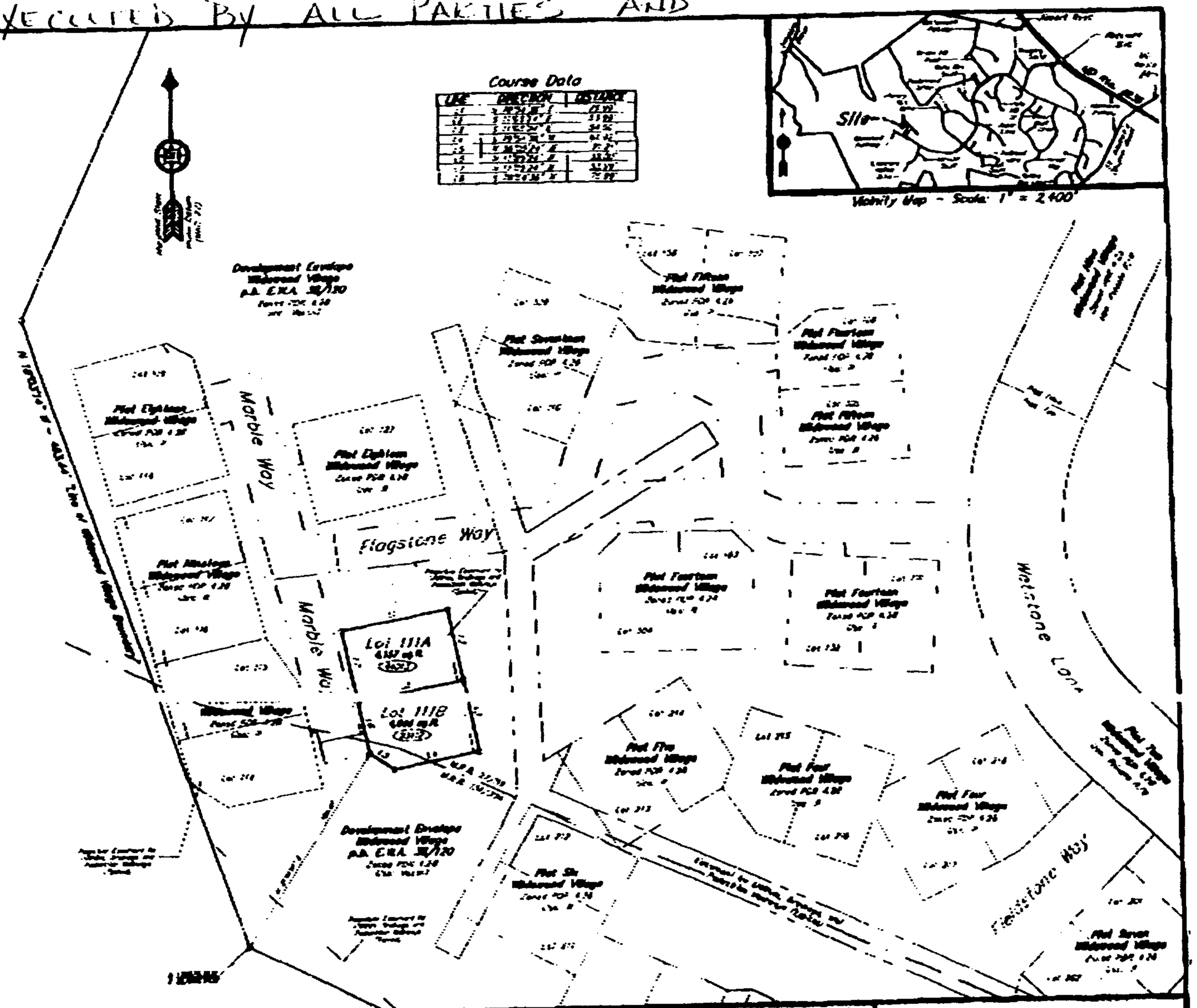
General Notes:

Development, Construction, Utility and Drainage Easement Covenant:

Owner and Association Easements and Cross Easements

Owner's Dedication:

Surveyor's Certification:



Metropolitan Commission

Date

Director

Health Department

Date

Director

Planning and Zoning

Date

Director

Plat Division

Case File Number: 91-0233

No.	Date	Description	By

DAY & ASSOCIATES, INC.
Surveying, Land Planning & Engineering
44635 Pecan Court - Suite 101
California, Maryland 20619
Phone: (301) 863-0333 • FAX: (301) 863-7460

Plat Twenty
Lots 111A & 111B
Wildewood Village
Third & Eighth Election District
St. Mary's County, Maryland

Scale: 1"=50'	Drawn by: CSB	Job No: 88-87	
Date: 08-03-2000	Scale: 1" = 50'	Page: 1 of 2	

Sep-29-00 09:38A

RECORDED IN THE LAND RECORDS FOR ST. MARY'S COUNTY, MARYLAND

LIBER 1575 FOLIO 517
BOOK 0007 PAGE 0008

BY-LAWS

OF

BAY RIDGE, SECTION THREE HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION: The name of the Corporation is BAY RIDGE, SECTION THREE HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "Association." The principle office of the corporation shall be located at Route 5, WJ Fitzgerald Building, Leonardtown, Maryland, but meetings of members and directors may be held at such places within the State of Maryland, County of St. Mary's, as may be designated by the Board of Directors.

RECORDING FEE 50.00
TOTAL 50.00
Rec# SW03 Rcpt # 61513
EWA MAR Blk # 869
Nov 14, 2000 01:47 PM

ARTICLE II

Section One: "Association" shall mean and refer to BAY RIDGE, SECTION THREE HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

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

Section Three: "Common Area" shall mean and refer to that certain real property owned by the Associations for the common use and enjoyment of the Owners.

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

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

Section Six: "Declarant" shall mean and refer to Eugene St. Clair and R. Courtney Good, Partners, their successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for purpose of development.

Section Seven: "Declaration" shall mean and refer to the Declaration of Covenants, Conditions, and Restrictions applicable to the Properties recorded among the Land Records of St. Mary's County, Maryland.

RECORDING FEE 20.00
ADD'L FEE SURE $ 5.00
TOTAL 25.00
Rec# SW03 Rcpt # 61513
EWA MAR Blk # 869
Nov 14, 2000 01:38 PM

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

ARTICLE III

MEETING OF MEMBERS

Section One: Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 7:00 p.m. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

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

Section Three: 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 each 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 special meeting, the purpose of the meeting.

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

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

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

Section Four: 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 Five: 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 a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section One: Nomination. Nominations 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 members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies

that are to be filled. Such nominations may be made from among members or non-members.

Section Two: 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 Declarations. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

MEETING OF DIRECTORS

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

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

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

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

(b) suspend the voting rights and right to use 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 by these By-Law, 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 meetings of the Board of Directors; and

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

Section Two: 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 meetings when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;

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

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

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

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

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

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

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

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

may deem appropriate;

(g) cause the Common Area to be maintained.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section One: Enumeration of Officers. The officers of this Association 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 Two: Election of Officers. The election of officers shall take place a the first meeting of the Board of Directors following each annual meeting of the members.

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

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

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

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

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

PRESIDENT

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

VICE PRESIDENT

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

SECRETARY

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

TREASURER

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

ARTICLE IX

COMMITTEES

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

ARTICLE X

BOOKS AND RECORDS

The book, 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 for the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the due date at the rate of 6 percent (6%) per annum, and the Association my 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 wavier or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

ARTICLE XII

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: BAY RIDGE, SECTION THREE HOMEOWNERS ASSOCIATION, INC.

ARTICLE XIII

AMENDMENTS

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

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

ARTICLE XIV

MISCELLANEOUS

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

IN WITNESS WHEREOF, we, being all the directors of the BAY RIDGE, SECTION THREE, HOMEOWNERS ASSOCIATION, INC., have hereunto set our hands and seals this 23rd day of August, 2000.

Witness

Eugene N. St. Clair

Witness

R. Courtney Good

Witness

Guy Curley

CERTIFICATION

I, THE UNDERSIGNED, do hereby certify:

That I am the duly elected and acting secretary of the BAY RIDGE, SECTION THREE, HOMEOWNERS ASSOCIATION, INC., a Maryland Corporation, and that the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 23rd day of August 2000.

IN WITNESS THEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 19th day of Sept., 2000.

BOOK 0007 PAGE 0018

CHESTNUT HILLS HOMEOWNERS ASSOCIATION, INC.
(A Non-Profit, Non-Stock Corporation)

AMENDMENT TO
DISCLOSURES PURSUANT TO THE
MARYLAND HOMEOWNERS ASSOCIATION ACT

Jan. 12th, 2001

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

Chestnut Hills Homeowners Association, Inc.
Deer Wood Park Drive
P.O. Box 363
Great Mills, Maryland 20634

RECORDING FEE 10.00
TOTAL 10.00
Rec# SM03 Rcpt # 63279
EHA TLC Blk # 305
Jan 12, 2001 03:04 PM

President: **Joseph E. Laska**
Deer Wood Park Drive
P.O. Box 363
Great Mills, Maryland 20634

Vice-President: **Robert J. Greenberg**
Deer Wood Park Drive
P.O. Box 363
Great Mills, Maryland 20634

Treasurer: **Kurt Engel**
Deer Wood Park Drive
P.O. Box 363
Great Mills, Maryland 20634

Secretary: **Julia M. Nichols**
Deer Wood Park Drive
P.O. Box 363
Great Mills, Maryland 20634

Board Member: **Don Nguyen**
Deer Wood Park Drive
P.O. Box 363
Great Mills, Maryland 20634

(2) The resident agent of the Homeowners Association is: **Bill D. McKissick, Jr., Esq., 22738 Maple Road, Suite 101, Lexington Park, Maryland 20653; Telephone: (301) 862-3764; facsimile: (301) 862-3789.**

The Law Office of
DUGAN
&
MCKISSICK, L.L.C.
22738 Maple Road, Suite 101
Lexington Park, MD 20653
Ph: (301) 862-3764
Fax: (301) 862-3789

WITNESS, my hand and seal as of the date first above written.

DECLARANT:
CHESTNUT HILLS HOMEOWNERS
ASSOCIATION, INC.

ATTEST:

By: _____ (SEAL)
JOSEPH E. LASKA,
President

STATE OF MARYLAND
COUNTY OF ST. MARY'S,

I HEREBY CERTIFY, that on this 12th day of January, 2001, before me, the subscriber, a Notary Public for the State and County, personally appeared JOSEPH E. LASKA, in his capacity as President of Chestnut Hills Homeowners Associations, Inc., known to me or satisfactorily proven to me to be the person executing the foregoing instrument, and said person acknowledged the foregoing instrument to be the act of said person.

AS WITNESS my hand and Notarial Seal.

NOTARY PUBLIC
My Commission Expires: 00/01/01

acb \\Server\forms\Homeowners Associations\Chestnut hill\Amendment to First Disclosure 01'.doc

The Law Offices of
DUGAN
&
MCKISSICK, L.L.C.
22738 Maple Road, Suite 101
Lexington Park, MD 20653
Ph: (301) 862-3764
Fax: (301) 862-3789

CERTIFICATE
ABELL'S RUN HOMEOWNER'S ASSOCIATION, INC.

The undersigned hereby certifies that the copy of the "Additional Parking Restrictions," attached hereto as Schedule A, are a true and accurate copy of a parking policy that has been properly approved and adopted by the Board of Directors of the Abell's Run Homeowner's Association, Inc. (hereinafter referred to as the "Association").

Further, that the policy set forth in Schedule A was adopted as an addition to the existing parking policy set forth in Article X, Section 1, Subsections (m) & (n) of the Association's Declaration of Covenants, Conditions and Restriction, which are recorded in the Land Records for St. Mary's County at Liber 599, Folio 0064.

Further, the undersigned certifies that, as secretary of the Association, I am authorized to execute this Certificate.

Respectfully executed on the 7th day of July, 2001.

ABELL'S RUN HOMEOWNERS' ASSOCIATION, INC.

By: Thomas M. Zang

Printed Name: Thomas M. ZANG, Secretary

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

I HEREBY CERTIFY that on this 7th day of July, 2001, before me, the subscriber, a notary public in and for the jurisdiction aforesaid, personally appeared Thomas M. Zang, who is known to me (or satisfactorily proven) to be the person who signed the within instrument and said person acknowledged that said person executed the within instrument as his act and deed.

AS WITNESS my hand and Notarial Seal.

Notary Public
My Commission expires: 3/1/02

RECORDING FEE 20.00
TAX FD SURE $ 5.00
TOTAL 25.00
RECPT # 35589
BLK # 2407
JUL 26, 2001 03:22 PM

SCHEDULE A

Additional Parking Restrictions. Vehicles that meet the guidelines specified in Article X, Section 1, Subsections (m) & (n) of the Declaration of Covenants, Conditions and Restrictions for the Abell's Run Homeowner's Association, such as trucks, motorcycles, and automobiles, shall be parked only in the garage, on the driveway, or on paved or graveled areas attached to the driveway of the Primary Residence. Vehicles such as utility trailers must be kept on a paved or graveled area adjacent to the garage and out of sight from the street. Per the established covenants, plans for modifying the size and/or shape of existing paved or graveled areas must be submitted to the Architectural Review Committee for approval. No vehicle shall be parked or left unattended on any part of the roadway shoulders, or any part of the Common Areas within the community, for any period in excess of three (3) consecutive days, nor more than six (6) days in any thirty (30) day period. Temporary vehicular parking is permitted for purposes such as guest parking, driveway maintenance.

PORTO BELLO ESTATES HOMEOWNERS' ASSOCIATION, INC.

FIRST AMENDMENT TO DISCLOSURES PURSUANT TO THE MARYLAND HOMEOWNERS ASSOCIATION ACT

September 27, 2001

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

Vendor: **PORTO BELLO DEVELOPMENT, INC.**
President: Donald E. Cropp
Treasurer: Christine Morgan
Secretary: Christine Morgan
22738 Maple Road, Suite 101
Lexington Park, Maryland 20653

RECORDING FEE 15.00
TOTAL 15.00
Rec# SM02 Rcpt # 42292
EWA NB Blk # 1307
Oct 15, 2001 03:09 Pm

Declarant: **CASIMIR and MARY SZLENDAK**
22738 Maple Road, Suite 101
Lexington Park, Maryland 20653

(2) The name of the Homeowners Association is: **PORTO BELLO ESTATES HOMEOWNERS' ASSOCIATION, INC.**, (a Maryland Non-Stock Corporation). The resident agent of the Homeowners Association is **Bill D. McKissick, Jr., Esq.**, 22738 Maple Road, Suite 101, Lexington Park, Maryland 20653. The officers of the Association are as follows: Donald E. Cropp-President, Christine Morgan-Secretary and Treasurer. Correspondence regarding homeowners associations dues can be directed to Donald E. Cropp at 301 994-2000.

(3) The development is located in the Second Election district of St. Mary's County, and contains approximately 334 acres more or less, and is more specifically described in the Declaration of Covenants, Conditions and Restrictions for Porto Bello Estates recorded among the Land Records of St. Mary's County, Maryland at Liber E.W.A. No. 46, Folio 14 as amended, copies of which are attached. There are currently 38 lots in the subdivision. The minimum number of Lots currently planned which may be contained in the subdivision after annexation is 80. The maximum number of lots currently planned which may be contained in the subdivision after annexation is 95.

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

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

(6) The Declaration provides that the Declarant has reserved the right to annex additional property to the development, it is anticipated that the Declarant will annex additional property into the subdivision from that area shown and identified on the Vicinity Map as Phase I and Phase II, on the that Plat entitled Porto Bello Estates Phase One Section One, prepared by Mudd Engineering, Inc. recorded in Plat Liber E.W.A. No. 46, Folio 14 among the Plat Records of St. Mary's County, Maryland.

(7) The Association may will own and maintain certain common areas which have not yet been platted. The amount of acreage to be owned and maintain by the association will be dependent on the number of lots which can be subdivided from te property and is roughly estimated to range from 102 acres to 190 acres.

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

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

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

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

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

(10) The anticipated mandatory fee for assessments to be paid by owners of lots within the development for the use, maintenance, and operation of common areas and other purposes related to the homeowners association will be $180.00 per lot, per year, unless otherwise determined pursuant to the terms of the attached Bylaws, Articles, and/or Declaration, as amended. The declarant/vendor will not be obligated to pay said fees in whole or in part. The

assessments are to be paid on a semi-annual basis.

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

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

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

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

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

ATTEST:

VENDOR
PORTO BELLO DEVELOPMENT, INC.

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

bdm F:\Forms\Homeowners Associations\Porto Bello Estates\Annex Section 2\Annexation Amendment-Section 2.doc
09/04/01 1:22:00 PM

BOOK 0007 PAGE 0025

HOLLAND FORREST LANDING HOMEOWNERS' ASSOCIATION, INC.

DISCLOSURES PURSUANT TO THE MARYLAND HOMEOWNERS ASSOCIATION ACT

October 29th, 2001

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

Vendor/Declarant: **ST. MARY'S COUNTY HOUSING AUTHORITY**
23115 Leonard Hall Drive
Governmental Center
Leonardtown, MD 20650

Chairman of the Board: **FRANCIS X. FORREST, SR.**
23115 LEONARD HALL DRIVE
GOVERNMENTAL CENTER
LEONARDTOWN, MD 20650

RECORDING FEE 50.00
TOTAL 50.00
Rec# SM02 Rcpt # 42804
EWA NB Blk # 2566
Oct 29, 2001 01:48 PM

Executive Director: **DENNIS L. NICHOLSON**
23115 LEONARD HALL DRIVE
GOVERNMENTAL CENTER
LEONARDTOWN, MD 20650

(2) The name of the Homeowners Association is: **HOLLAND FORREST LANDING HOMEOWNERS' ASSOCIATION, INC.**, (a Maryland Non-Stock Corporation). The resident agent of the Homeowners Association is **Dennis L. Nicholson**, St. Mary's County Governmental Center, 23115 Leonard Hall Drive, P O Box 653, Leonardtown, MD 20650.

(3) The development is located in the Third Election district of St. Mary's County, Maryland, and contains approximately 6.63 acres more or less on McIntosh Road near Leonardtown, Maryland, and is more specifically described in the Holland Forrest Landing Declaration of Covenants, Conditions and Restrictions recorded among the Land Records of St. Mary's County, Maryland at Liber E.W.A. No. 1657, Folio 176 a copy of which is attached hereto. Said development consists of thirty-two residential townhouse units called and known as "Holland Forrest Landing". The development consists of all of the land shown on the subdivision plat entitled Holland Forrest Landing recorded among the Land Records of St. Mary's County, Maryland in Plat Book 52, Page 12.

(4) Property to be dedicated to public use consists of that property upon which the entrance road of the subdivision is located, said road shown as "Satchell Page Way" on the subdivision plat.

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

(6) The Declarant/Vendor has reserved the right to annex additional property to the development in its sole and absolute discretion within seven (7) years of the date of the Declaration of Covenants, Conditions and Restrictions. There are no plans as of the date hereof as to size, location or description of property to be annexed.

(7) The Association will own and maintain certain common areas which are designated on the subdivision plat, as "Storm Drain Easement", "Sidewalk Easement", "Utility Easement", "Private Access Easement", "Public R/W", "Private Parking, Access & Utility Easement Area", "Variable Width Easement for Access to Private Parking, Access & Utility Easement", "Reservation for Access to Remainder of Property", "Open Space", or otherwise designated as an easement area, or on, over, under, or in any portion of any Common Area, pipes, drains, mains, conduits, lines, sewage grinder pumps and other facilities for water, storm sewer, sanitary sewer, gas, electric, telephone, cable television lines, and other public utilities or quasi-public utilities deemed necessary or advisable to provide adequate service to any Lot now or hereafter laid out or established on the Property, or the area in which the same is located, or any additional areas annexed thereto, together with the right and privilege of entering upon the Common Area for such purposes and making openings and excavations therein.

(8) A copy of the following documents are attached or are recorded elsewhere within the Homeowner's Association Depository an/or the Land Records 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 of the primary development, 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 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 $120.00 per lot, per year, unless otherwise determined pursuant to the terms of the attached Bylaws, Articles, and/or Declaration, as amended. The purchaser shall become obligated to pay said fee on becoming an owner of the lot. 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. The procedures for increasing or decreasing the assessment, assessing late charges and interest, and

whether said assessments are personal obligations are contained in the Declaration of Covenants, Conditions and Restrictions.

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

(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) 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 these Disclosures the date first above written.

ATTEST: St. Mary's County Housing Authority

Margaret Charlene Elliott

Dennis L. Nicholson (SEAL)
By: Dennis L. Nicholson, Executive Director

DENA L. BELL
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires November 4, 2003

BOOK 0666 PAGE 0028

ARTICLES OF INCORPORATION
OF
HOLLAND FORREST LANDING HOMEOWNERS ASSOCIATION, INC.

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
NAME

The name of the Corporation is HOLLAND FORREST LANDING HOMEOWNERS ASSOCIATION, INC., hereafter called the "Association".

ARTICLE II
PRINCIPAL OFFICE

The principal office of the Association is located at St. Mary's County Governmental Center, 23115 Leonard Hall Drive, P. O. Box 653, Leonardtown, Maryland 20650.

ARTICLE III
RESIDENT AGENT

Dennis L. Nicholson, whose address is St. Mary's County Governmental Center, 23115 Leonard Hall Drive, P. O. Box 653, Leonardtown, Maryland 20650, is hereby appointed the resident agent of the Association. Said Resident Agent is an individual actually residing in the State of Maryland.

ARTICLE IV
DEFINITIONS

The terms "Association", "Common Area", "Housing Authority", "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 Holland Forrest Landing to be recorded among the Land Records of St. Mary's County.

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). The specific

DUGAN, MCKISSICK
&
WOOD, L.L.C.
2758 Maple Road, Suite 101
Lexington Park, MD 20653
Ph: (301) 862-3764
Fax: (301) 862-3789

STATE OF MARYLAND
I hereby certify that this is a true and complete copy of the page document on file in this office. DATED: 4/23/01
STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
BY: _____, Clerk
This stamp replaces our previous certification system. Effective

300K 00 PAGE 029

purposes for which it is formed are to provide for maintenance, preservation, and architectural control of the residence lots and the Association property within that certain property located in the Third Election District of St. Mary's County, Maryland, which is shown on plats entitled "Simplified Subdivision Plat, Holland Forrest Landing" and "Standard Subdivision Plat, Holland Forrest Landing", prepared by McCrone, Inc. and recorded in Plat Liber 52 Folio 12 and Plat Liber 52 Folio 13 among the Plat Records of St. Mary's County, Maryland; as described in the Declaration of Covenants, Conditions and Restrictions made by the Housing Authority, to be recorded among the Land Records of St. Mary's County, Maryland, as the same may be amended from time to time; 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 and also for the purposes of providing for: (i) the use, improvement, maintenance, operation and repair of the Common Areas located in the Property including any improvements and amenities located thereon; (ii) the establishment of rules and regulations for the use of the Common Areas including any improvements and amenities located thereon; (iii) the distribution among the Owners of the 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 reference as if fully set forth herein;

(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;

DUGAN, MCKISSICK
&
WOOD, L.L.C.
3738 Maple Road, Suite 101
Lexington Park, MD 20653
Ph: (301) 862-3764
Fax: (301) 862-3789

(d) borrow money and, with the assent of two-thirds (2/3) of the votes of each class of 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;

(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

BOOK 3000 PAGE 0030

provided in the Declaration, any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of the votes of each class of the members; and

(g) have and to exercise any and all powers, rights and privileges which a non-stock corporation organized under the Corporations & Associations Annotated Code of Maryland by law may now or hereafter have or exercise.

ARTICLE VI
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 assessments 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 of the Annotated Code of Maryland, the owner of the leasehold interest, including contract sellers, but excluding those who 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.

ARTICLE VII
VOTING CLASSES

The Association shall have two classes of voting membership:

Class A: The Class A members shall be all Owners with the exception of the Housing Authority and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be 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. The votes for 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 member(s) shall be the Housing Authority and shall be entitled to sixteen votes for each Lot owned. The Class B Membership shall cease and be converted to Class A Membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership; or

(b) on the seventh anniversary of the date of the Declaration; or

(c) at such time as the Housing Authority, in its sole discretion, shall determine to convert its Class B membership to Class A membership.

DUGAN, MCKISSICK
&
WOOD, L.L.C.
3738 Maple Road, Suite 101
Lanham Park, MD 20833
Phone (301) 862-3764
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Provided, however, the Class B Membership shall be revived (and the Housing Authority shall again be entitled to sixteen votes for each Lot owned by the Housing Authority) during any periods of time occurring before the seventh anniversary of the date of the Declaration, when by reason of the annexation of additional land as a part of the Property additional Lots owned by the Housing Authority exist which, when added to the other Lots then owned by the Housing Authority, would result in the Housing Authority having more than fifty percent (50%) of the votes of the Association were the Housing Authority to have sixteen votes for each Lot owned by the Housing Authority instead of only a single vote for each Lot owned by the Housing Authority.

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 changed by amendment of the Bylaws of the Association. Until such time as the Class B membership ceases to exist, the number of directors and the names of the Directors shall be as appointed by the Housing Authority. The names and addresses of the persons who are to act in the capacity of Directors until the selection of their successors are:

Dennis L. Nicholson	-	**23115 Leonard Hall Drive, Governmental Center Leonardtown, MD 20650**
Patricia A. Ball	-	**23115 Leonard Hall Drive, Governmental Center Leonardtown, MD 20650**
Margaret Charlene Elliott	-	**23115 Leonard Hall Drive, Governmental Center Leonardtown, MD 20650**

These Directors, (herein called "Charter Directors") shall serve until the first annual meeting of the members after the Class B membership ceases to exist, at which time their successors will be elected by the members. 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

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organization to be devoted to similar purposes.

ARTICLE X
DURATION

The Association shall exist perpetually.

ARTICLE XI
AMENDMENTS

Amendment of these Articles shall require the assent of the holders of two-thirds (2/3) 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 Housing Authority 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, as from time to time may be amended or supplemented, without the need for the assent of the Class A members, as required by the VA, FHA, FNMA, FHLMC, or any other governmental or quasi-governmental agency.

ARTICLE XII
INDEMNIFICATION

1. As used in this Article XII, 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 Association may, as determined by the Board of Directors of the Association, indemnify 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, for the purpose of forming this corporation under the laws of the State of Maryland, the undersigned, Dennis L. Nicholson, whose post office address is St. Mary's County Governmental Center, P.O. Box 653, Leonardtown, Maryland 20650 being at least eighteen years of age, has executed these Articles of Incorporation this 18 day of April, 2001, for the purpose of incorporating this Association.

Dennis L. Nicholson
DENNIS L. NICHOLSON

DUGAN, MCKISSICK
&
WOOD, L.L.C.
201 Maple Road, Suite 101
Arlington Park, MD 20653
Ph: (301) 862-3764
Fax: (301) 862-3789

scb \\Server\forms\Homeowners Associations\Holland Forrest Landing\Revised ARTICLES.doc

EXPEDITED SERVICE ** KEEP WITH DOCUMENT **

STATE OF MARYLAND
DEPARTMENT OF ASSESSMENTS AND TAXATION
CUST. ID:0000622586
WORK ORDER:0000442886
DATE:04-23-2001 09:12 PM
AMT. PAID:$121.00

DOCUMENT CODE 02 BUSINESS CODE 04

#

Close ____ Stock ____ Nonstock ✓

P.A. ____ Religious ____

Merging (Transferor)

Surviving (Transferee)

FEES REMITTED

Base Fee: 20
Org. & Cap. Fee: 20
Expedite Fee: 70
Penalty:
State Recordation Tax:
State Transfer Tax:
1 C Certified Copies:
Copy Fee: 11
Certificates:
Certificate Fee:
Other:
TOTAL FEES: 121

Credit Card ✓ Check ____ Cash ____

Documents on ____ Checks

APPROVED BY:

KEYED BY:

COMMENT(S):

(New Name)

Change of Name
Change of Principal Office
Change of Resident Agent
Change of Resident Agent Address
Resignation of Resident Agent
Designation of Resident Agent and Resident Agent's Address
Change of Business Code

Adoption of Assumed Name

Other Change(s)

CODE 460

ATTENTION:

MAIL TO ADDRESS:

ID # D06261549 ACK # 1000324631000000
LIBER: B00248 FOLIO: 0936 PAGES: 0006
HOLLAND FORREST LANDING HOMEOWNERS ASSO
CIATION, INC.

04/19/2001 AT 03:01 P WO # 0000442886

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State of Maryland
Department of Assessments and Taxation

Charter Division

Parris N. Glendening
Governor

Ronald W. Wineholt
Director

Paul B. Anderson
Administrator

RECEIVED APR 26 2001

DUGAN & MCKISSICK, L.L.C.
STE 101
22738 MAPLE RD
LEXINGTON PARK MD 20653-3347

Date: 04-23-2001

300K 0 PAGE 0 - 34

This letter is to confirm acceptance of the following filing:

ENTITY NAME:. . . .	HOLLAND FORREST LANDING HOMEOWNERS ASSOCIATION, INC.
DEPARTMENT ID	: D06261549
TYPE OF REQUEST	: ARTICLES OF INCORPORATION
DATE FILED	: 04-19-2001
TIME FILED	: 03:01-PM
RECORDING FEE	: $20.00
ORG. & CAP FEE	: $20.00
EXPEDITED FEE	: $70.00
COPY FEE	: $11.00
FILING NUMBER	: 1000324631000000
CUSTOMER ID	: 0000622586
WORK ORDER NUMBER	: 0000442886

PLEASE VERIFY THE INFORMATION CONTAINED IN THIS LETTER. NOTIFY THIS DEPARTMENT IN WRITING IF ANY INFORMATION IS INCORRECT. INCLUDE THE CUSTOMER ID AND THE WORK ORDER NUMBER ON ANY INQUIRIES.

301 West Preston Street, Baltimore, Maryland 21201
Telephone (410) 767-1350
MRS (Maryland Relay Service) (800) 735-2258 TT/Voice
Fax (410) 333-7097

0001196846

chtsoc

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ENTITY TYPE:	ORDINARY BUSINESS - NON-STOCK
STOCK:	N
CLOSE:	N
EFFECTIVE DATE:	04-19-2001
PRINCIPAL OFFICE:	PO BOX 653 23115 LEONARD HALL DRIVE LEONARDTOWN MD 20650
RESIDENT AGENT:	DENNIS L. NICHOLSON PO BOX 653 23115 LEONARD HALL DRIVE LEONARDTOWN MD 20650

DOCID

BOOK 0000 PAGE 0-36

INFORMAL ORGANIZATIONAL ACTION
OF THE BOARD OF DIRECTORS
OF
HOLLAND FORREST LANDING HOMEOWNERS ASSOCIATION, INC.

September 1, 2001

The undersigned, constituting all of the members of the Board of Directors of HOLLAND FORREST LANDING 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 April 19, 2001 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
Dennis L. Nicholson	**President**
Margaret Charlene Elliott	**Treasurer**
Patricia A. Ball	**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	
Dennis L. Nicholson	23115 Leonard Hall Drive Governmental Center Leonardtown, MD 20650
Patricia A. Ball	23115 Leonard Hall Drive Governmental Center Leonardtown, MD 20650
Margaret Charlene Elliott	23115 Leonard Hall Drive Governmental Center Leonardtown, MD 20650

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 two officers of the Corporation are 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 year 2001 shall be One Hundred Twenty Dollars ($120.00) per year.

RESOLVED, that the fiscal year of the Association shall commence on the first day of January and end on the 31st day of December, except this first fiscal year which shall begin on April 19, 2001 and end on December 31, 2001.

RESOLVED, that pursuant to Article IX, 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 IX, 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 IX 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	
Dennis L. Nicholson	23115 Leonard Hall Drive Governmental Center Leonardtown, MD 20650
Patricia A. Ball	23115 Leonard Hall Drive Governmental Center Leonardtown, MD 20650
Margaret Charlene Elliott	23115 Leonard Hall Drive Governmental Center Leonardtown, MD 20650

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.

Dennis L. Nicholson SEAL
Dennis L. Nicholson

Patricia A. Ball SEAL
Patricia A. Ball

Margaret Charlene Elliott SEAL
Margaret Charlene Elliott

The undersigned Declarants under the Declaration of Covenants, Conditions and Restrictions for Holland Forrest Landing 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:

ST. MARY'S COUNTY HOUSING AUTHORITY

By: _____
Francis X. Forrest, Sr., Chair

EXHIBIT A
TO THE ORGANIZATIONAL MINUTES OF THE BOARD OF DIRECTORS
OF THE HOLLAND FORREST LANDING HOMEOWNERS' ASSOCIATION, INC.

BYLAWS OF THE ASSOCIATION

BYLAWS
of
HOLLAND FORREST LANDING HOMEOWNERS ASSOCIATION, INC.

ARTICLE I
NAME AND LOCATION

The name of the corporation is Holland Forrest Landing Homeowners Association, Inc., hereinafter referred to as the "Association". The principal office of the corporation shall be located at St. Mary's County Governmental Center, 23115 Leonard Hall Drive, P. O. Box 653, Leonardtown, Maryland 20650, 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", "Housing Authority", "Common Area", "Lots ", "Owner" and "Property" as used in these Bylaws shall have the meanings set forth in the Declaration of Covenants, Conditions and Restrictions relating to the Holland Forrest Landing Subdivision dated June 11, 2001, and recorded among the Land Records of St. Mary's County in Liber E.W.A. No. 1657, folio 176 (the "Declaration").

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

Section 3. Unless otherwise set forth herein, all other words as used herein shall have the same definitions and meanings as set forth in the Declaration.

ARTICLE III
MEETINGS OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the Members shall be held within one year from the date of incorporation of the Association or such other date set by the Board of Directors, 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.

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

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 entitled to vote thereat, 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 also state the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of Members entitled to cast one-tenth (1/10) of the votes of the Membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or be represented, or the members shall be entitled to exercise the procedure as set forth in Section 5-206 of the Corporations and Associations Article of the Md. Annotated Code, as the same may be amended from time to time.

Section 5. Voting. At any meeting of the Members of the Association, each Class A member present shall have the right to cast one vote for each Class A membership of which he or she 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 sixteen (16) votes for each Class B membership of which it appears the owner on the books of the Association and never more than sixteen votes for the membership. The vote of the majority of those present shall decide any question brought before the meeting, unless the question is one upon which a different vote is required by the express provision of any applicable law of the State of Maryland, of the Articles of Incorporation, of these Bylaws, or of the Declarations.

Section 6. Suspension of Voting Privileges. No member shall be eligible to vote or to be elected to the Board of Directors who is shown on the books of the Association to be more than thirty (30) days delinquent in the payment of any assessments due the Association.

ARTICLE IV
BOARD OF DIRECTORS
SELECTION AND TERM OF OFFICE

Section 1. Number. Until such time as the Class B membership ceases to exist and is converted to Class A membership, the affairs of this Association shall be managed by a Board of three (3) directors, selected by the Housing Authority. After the conversion of the Class B membership, the affairs of the Association shall be managed by a Board of three (3) directors, who need not be Members of the Association.

Section 2. Term of Office. The terms of office of the "Charter Directors" (as defined in the Articles of Incorporation of the Association) shall be for the period from the date of incorporation until the first annual meeting of the Members after the Class B membership ceases to exist, at which time successor directors are elected by the members. 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 Bylaws of a Director, his successor shall be selected by the remaining Members of the Board and shall serve for the unexpired term of the predecessor.

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

ARTICLE V
NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. After conversion of the Class B membership to Class A membership, 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 members of the Association. 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 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 necessary, but not less than the number of vacancies that are to be filled. Nominations may be made from among members or nonmembers.

Section 2. Election. Election to the Board of Directors shall be by written ballot. At the election the members may cast, for 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 by 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. Attendance by a Director at any such special meeting shall constitute a waiver of notice.

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

Section 4. Action Taken without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE VII
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. In addition to any other powers granted to the Board of Directors pursuant to Maryland law, the Articles of Incorporation, 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 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 Bylaws, 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, independent contractors, or other employees or contractors 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 to do so by at least one-fourth (1/4) of the Class A members who are entitled to vote;

(g) elect and remove 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/or remove 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 Bylaws and the Declaration.

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

(2) send written notice of each annual 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 any property for which assessments are not paid within such time as the Board of Directors may determine or to bring action at law against the 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;

(g) cause the Common Areas to be maintained;

(h) cause the owners to maintain the exterior of the dwellings in accordance with the Declarations and to otherwise enforce its provisions.

ARTICLE VIII
OFFICERS AND THEIR DUTIES

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

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, or until his successor is elected, unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

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

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

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

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

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

(a) **President** - 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 administered. The President shall have authority to sign all leases, mortgages, deeds, contracts, notes, and other written instruments of the Association 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 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 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 these funds as directed by resolution of the Board of Directors, provided, however, that a resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business; shall sign, along with one other officer, all checks and drafts of the Association; keep proper books of account; cause an annual audit or review (as deemed necessary by the Board of Directors) 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. Funds must only be deposited in a federally insured financial institution.

ARTICLE IX
COMMITTEES

The President shall appoint such committees as deemed appropriate in carrying out the Association's purposes.

ARTICLE X
BOOKS AND RECORDS

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

ARTICLE XI
ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay to the Association 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. 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. Interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

ARTICLE XII
AMENDMENTS

Section 1. These Bylaws may be amended, at a regular or special meeting of the Members, by the holder of two-thirds (2/3) of the votes of the Members 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 Housing Authority shall have the absolute unilateral right, power and authority to modify, revise, amend or change any of the terms or provisions of these Bylaws all as from time to time amended or supplemented, without any other approvals, if the same is required to bring the Bylaws into compliance with any requirements of either the VA, the FHA, the FNMA, the FHLMC, or any other governmental or quasi governmental agency.

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

ARTICLE XIII
MISCELLANEOUS

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

Section 2. 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 of the Charter Directors of Holland Forest Landing Homeowners Association, Inc., have hereunto set our hands this 1st day of September, 2001.

ATTEST:

Joann M Wood
Witness

Theresa Mayor
Witness

Kimberly A. Peck
Witness

Dennis L. Nicholson
Dennis L. Nicholson, Director

Patricia A. Ball
Patricia A. Ball, Director

Margaret Charlene Elliott
Margaret Charlene Elliott, Director

HOLLAND FORREST LANDING
HOMEOWNERS' ASSOCIATION ESTIMATED ANNUAL BUDGET,
FIRST FISCAL YEAR

INCOME

Association Dues (based on projected sale of 17 units)	$2,040.00
TOTAL INCOME	**$2,040.00**

EXPENSES

Accounting/Legal	$200.00
Office Supplies	$200.00
Bank Fees	$70.00
Insurance (estimate)	$500.00
Administration/Management	$1,070.00
TOTAL EXPENSES	**$2,040.00**

BOOK 0007 PAGE 0049

CHESTNUT HILLS HOMEOWNERS ASSOCIATION, INC.

(A Non-Profit, Non-Stock Corporation)

AMENDMENT TO DISCLOSURES PURSUANT TO THE MARYLAND HOMEOWNERS ASSOCIATION ACT

December 10, 2001

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

Chestnut Hills Homeowners Association, Inc.
Deer Wood Park Drive
P.O. Box 363
Great Mills, Maryland 20634

President: **Julia M. Nichols**
Deer Wood Park Drive
P.O. Box 363
Great Mills, Maryland 20634

RECORDING FEE 10.00
TOTAL 10.00
Rcpt SM03 Rcpt # 70348
EHA FG Blk # 353
Dec 12, 2001 10:17 am

Vice-President: **Sal Sanfilippo**
Deer Wood Park Drive
P.O. Box 363
Great Mills, Maryland 20634

Treasurer: **Kurt Engel**
Deer Wood Park Drive
P.O. Box 363
Great Mills, Maryland 20634

Secretary: **John Fischer**
Deer Wood Park Drive
P.O. Box 363
Great Mills, Maryland 20634

Board Member: **Don Nguyen**
Deer Wood Park Drive
P.O. Box 363
Great Mills, Maryland 20634

(2) The resident agent of the Homeowners Association is: **Bill D. McKissick, Jr., Esq., 22738 Maple Road, Suite 101, Lexington Park, Maryland 20653; Telephone: (301) 862-3764; facsimile: (301) 862-3789.**

The Law Office of
DUGAN, MCKISSICK
&
WOOD, L.L.C.
22738 Maple Road, Suite 101
Lexington Park, MD 20653
Ph: (301) 862-3764
Fax: (301) 862-3789

WITNESS, my hand and seal as of the date first above written.

ATTEST:

DECLARANT:
CHESTNUT HILLS HOMEOWNERS ASSOCIATION, INC.

By: _____(SEAL)
JULIA M. NICHOLS,
President

STATE OF MARYLAND
COUNTY OF ST. MARY'S,

I HEREBY CERTIFY, that on this 10 day of December, 2001, before me, the subscriber, a Notary Public for the State and County, personally appeared JULIA M. NICHOLS in her capacity as President of Chestnut Hills Homeowners Associations, Inc., known to me or satisfactorily proven to me to be the person executing the foregoing instrument, and said person acknowledged the foregoing instrument to be the act of said person.

AS WITNESS my hand and Notarial Seal.

NOTARY PUBLIC
My Commission Expires: _____
Sarah J. Lacey, Notary Public
St. Mary's County
State of Maryland
My Commission Expires Oct. 16, 2005

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The Law Office of
DUGAN, MCKISSICK
&
WOOD, L.L.C.
12738 Maple Road, Suite 101
Lexington Park, MD 20653
Ph: (301) 862-3764
Fax: (301) 862-3789

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

KINGSTON SUBDIVISION
PLAT LIBER E.W.A. 48, PAGE 13, et seq.

September 27, 2000

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

KINGSTON LIMITED LIABILITY PARTNERSHIP
P. O. Box 827
Prince Frederick, Maryland 20678

GENERAL PARTNER
Wexcol, LLP
C/o John E. Harms, Jr.
P. O. Box 827
Prince Frederick, Maryland 20678

RECORDING FEE 50.00
TOTAL 50.00
Rec# SM02 Rcpt # 45200
EWA TLC Blk # 270
Jan 08, 2002 12:49 PM

GENERAL PARTNER
Kingston Development, LLC
C/o Edward Cammack
P. O. Box 1701
Leonardtown, Maryland 20650

CONTACT PERSON:
John E. Harms, Jr.
P. O. Box 827
Prince Frederick, Maryland 20678

QUALITY BUILT HOMES, INC.
5341 Ketch Road
P. O. Box 587
Prince Frederick, Maryland 20678

Robert Dale Gertz, President
P. O. Box 587
Prince Frederick, Maryland 20678

Rodney N. Gertz, Vice President
P. O. Box 587
Prince Frederick, Maryland 20678

(2) The name of the Homeowners Association is: **KINGSTON SUBDIVISION COMMUNITY ASSOCIATION, INC.**, (a Maryland Non-Stock Corporation). The resident agent of the Community Association

is Rodney N. Gertz. Correspondence to the Association may be addressed c/o Quality Built Homes, Inc., 5341 Ketch Road, P. O. Box 587, Prince Frederick, Maryland 20678, Phone 410-535-6008.

(3) The development is located in the Third Election District of St. Mary's County, and contains initially 117.04 acres, more or less, and is more specifically described in the Declaration of Covenants, recorded among the Land Records of St. Mary's County, Maryland at Liber 1525, Folio 505, copies of which are attached.

There are initially thirty-three (33) lots and three (3) outparcels in the subdivision. The minimum number of Lots currently planned which may be contained in the subdivision after annexation is one hundred two (102). The maximum number of lots currently planned which may be contained in the subdivision after annexation is one hundred two (102).

(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 Homeowners 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 community association for the current fiscal year due is attached. The budget for the community association based upon the development fully expended in accordance with expansion rights contained in the declaration is not anticipated to exceed $50.00 per year, said sum to pay for the maintenance of the common areas and administrative expenses of the community 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 community association will be $50.00 per lot per year unless otherwise determined pursuant to the terms of the attached By-Laws, 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 for nonpayment of assessments or fees is set forth in the Articles, Declaration and By-Laws 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 the Articles, Declaration, and By-Laws of the Association.

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

ATTEST

L. Patrina Lavato

Date

DECLARANTS
Kingston Limited Liability Partnership

By: _____
John E. Harms, Jr.
Managing Partner

ATTEST:

_____

Date

Quality Built Homes, Inc.

By _____ V.P.
Rodney N. Gertz
Vice President

STATE OF MARYLAND, COUNTY OF CALVERT, to wit:

I HEREBY CERTIFY, that on this 4 day of October, 2000, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared John E. Harms, Jr., Managing Partner of Kingston Limited Liability Partnership, and he acknowledged that he executed the within instrument for the purposes therein contained and acknowledged that he is the person duly authorized to execute the same as the act and deed of said Kingston Limited Liability Partnership.

AS WITNESS, my hand and Notarial Seal.

L. Patrina Lavato
Notary Public

L. PATRINA LAVATO
NOTARY PUBLIC
CALVERT COUNTY, MD.

My Commission Expires:

09-02-02

STATE O F MARYLAND, COUNTY OF CALVERT, to wit:

I HEREBY CERTIFY, that on this 4 day of October, 2000, before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Rodney Neal Gertz, who acknowledged himself to be the Vice President of Quality Built Homes, Inc., a Maryland Corporation, and that he, as such Vice-President, being authorized so to do, executed the within instrument for the purposes therein contained.

As Witness, my hand and Notarial Seal.

L. Patricia Lavato
Notary Public

NOTARY PUBLIC
L. PATRICIA LAVATO
CALVERT COUNTY, MD.

My Commission Expires:

09-01-02

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

EXHIBIT ONE (1)

ARTICLES OF INCORPORATION
KINGSTON SUBDIVISION COMMUNITY ASSOCIATION, INC.

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ARTICLES OF INCORPORATION
KINGSTON SUBDIVISION COMMUNITY ASSOCIATION, INC.
(A Non-Stock, Membership Corporation)

First: *Formation.* I, the undersigned, Rodney N. Gertz, whose post office address is P. O. Box 587, Prince Frederick, Maryland 20678, 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 hereafter called the "Association") is:

KINGSTON SUBDIVISION COMMUNITY ASSOCIATION, INC.

Third: *Purpose and Powers.* This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, presentation and architectural control of the residence lots and the Association property within all that certain property described in the Declaration of Covenants recorded on April 18, 2000, among the Land Records of St. Mary's County, State of Maryland, in Liber E.W.A. No. 1525, Page 505, 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 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.

ID # D06238745 ACK # 1000318460000000
LIBER: B00243 FOLIO: 0952 PAGES: 0005
KINGSTON SUBDIVISION COMMUNITY ASSOCIAT
ION, INC.

03/05/2001 AT 09:02 A WO # 0000430990

00002433 00095 3

(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 c/o Quality Built Homes, Inc., 5341 Ketch Road, P. O. Box 587, Prince Frederick, Maryland 20678. The name and address of the Resident Agent of the Association in this State is Rodney N. Gertz, whose street address is 5341 Ketch Road, Prince Frederick, Maryland 20678. 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 who have such interest merely as security for the performance of any obligations, 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 (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 the purposes of voting and determining the existence of a quorum, all such persons so holding an interest in any one Lot shall be treated as a single member. Subject to the terms and conditions of the Bylaws, the vote for any such Lot shall be exercised as determined by the Members holding interests therein, but in no event shall more than one vote be cast with respect to any Lot.

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

0000243 0095 4

any other person who is a Class B Member. The Class B membership shall cease and become converted to Class A membership when the total votes outstanding in Class A equal or exceed the total votes outstanding in Class B.

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 Bylaws 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 appointed by the Declarant. The names of the persons who are to act in the capacity of directors until the selection of their successors are:

Rodney N. Gertz
Dean A. Bivens
Patricia Lavato

At the first annual meeting of 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.

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, indemnify 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.

0000243 00955

IN WITNESS WHEREOF, the party below has executed these Articles of Incorporation the date first above written.

Rodney N. Gertz

I hereby consent to my designation in this document as resident agent for this corporation.

SIGNATURE OF RESIDENT AGENT LISTED IN FOURTH:

Rodney N. Gertz

RETURN TO:
Rodney N. Gertz
P. O. Box 587
Prince Frederick, Maryland 20678

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

EXHIBIT TWO (2)

DECLARATION OF COVENANTS
As recorded among the Land Records
Of St. Mary's County, Maryland
In Liber 1525, Folio 505, et seq.

DECLARATION OF COVENANTS

THIS DECLARATION OF COVENANTS, is made this 30 day of December, 1999, by KINGSTON LIMITED LIABILITY PARTNERSHIP, hereinafter called the Declarants.

IMP FD SURE $ 2.00
RECORDING FEE 75.00

WHEREAS, the said Declarants are the owners of that parcel of land located in St. Mary's County and recorded among the Land Records of St. Mary's County in Liber 1437, folio 535, and

TOTAL 77.00
Rec'd SM03 Rcpt # 55168
EWA FL Blk # 1331

WHEREAS, the Declarants intend that the hereinabove referenced property be developed in accord with a uniform plan to assure the quality of such development, and

WHEREAS, the Declarants intend that the within covenants, restrictions and conditions be binding upon themselves, their successors and assigns.

Apr 18, 2000 09:02 am

NOW THEREFORE, THE DECLARANTS, for themselves, their successors and assigns, hereby declare that all of the herein referenced property shall be owned, occupied, held, sold and conveyed subject to the following covenants and restrictions, all of which shall run with the real property, and shall be binding upon all parties having or acquiring any right, title or interest in said properties or any part thereof:

1. The name of the subdivision governed by and subject to these covenants is Kingston Subdivision. There shall be created by the Declarant herein an association called the Kingston Subdivision Community Association. The Association shall own in common the recreation area shown on the recorded plats of Kingston Subdivision and shall own any other property subsequently designated by the Declarant. The purchaser of a lot in Kingston Subdivision shall become a member in the Association and shall have the voting power and right to use Association property as designated in the By-Laws of the Association. Each lot

owner shall be subject to maintenance fees as established by the Association for the maintenance of property conveyed to the Association. The annual maintenance fee may be changed from time to time by majority vote of the Association members. The annual fee shall be Fifty Dollars ($50.00) until changed at a regular meeting of the Association. Any maintenance fees levied according to these covenants which remains unpaid for more than sixty (60) days beyond the due date shall become a valid lien against the property. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specific Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Any assessment not paid within fifteen (15) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum and late charges not exceeding Fifteen Dollars ($15.00) or one-tenth (1/10th) of the total amount of the delinquent assessment of installment, whichever is greater, provided the late charge may not be imposed more than once for the same delinquent payment and may only be imposed if the delinquency has continued for at least fifteen (15) calendar days. The owner shall also be responsible for payment of all costs of collection and reasonable attorneys' fees incurred by the Association as a result of non-payment of the assessment amount. Subject to the provisions of Section 14 of this Article, the Association may bring an action at law against the Owner personally obligated to pay the same, or, establish and foreclose the lien against the Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his Lot.

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

The Declarant, for each Lot owner within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant, agree and authorize the Association to foreclose on any recorded lien in accordance with the rules pertaining to foreclosures of mortgages in the Maryland Rules of Procedure, as if the Association were the mortgagee and the Owner were the mortgagor.

Upon the timely curing of any default for which a notice of claim or lien was filed by the Association, the officers of the Association are hereby authorized to file or record, as the case may be, an appropriate release of such notice, upon payment by the defaulting Owner of a fee, to be determined by the Association, but not to exceed One Hundred Dollars ($100.00), to cover the costs of preparing and filing or recording such release.

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

The lien of the assessments provided for herein shall be subordinate to the lien of any institutional Mortgagee providing purchase money financing in either the form of a single purchase money first mortgage or a combination purchase money first and purchase money second mortgage, such purchase money first and purchase money second mortgage combination designed to facilitate financing due to statutory lending limits which may prohibit

financing of first mortgages in excess of certain dollar amounts. Sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessment as to payment which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot Owner from liability for any assessments thereafter becoming due from the lien thereof.

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

The Association shall have two classes of voting membership: Class A – Class A members shall be owners with the exception of the Declarant and shall be entitled to one (1) vote for each lot owned. If a lot is owned by more than one person all such persons shall be members of the Association but the voting rights attached to each lot shall be apportioned among the owners and there shall be no more than one (1) vote per lot.

Class B – There shall be one (1) Class B member who shall be the Declarant and who shall be entitled to three (3) votes for each lot owned. Class B membership shall be terminated when the total votes outstanding in Class A equal or exceed the total votes outstanding in Class B. The lien of the assessment provided for herein shall be subordinate to the interests of the Veterans Administration and to any lending institution insured or guaranteed thereby.

2. No improvements of any character shall be erected, nor any change made in the exterior design of such improvements after the original construction has begun, on any building site unless and until cost, type and size thereof, materials to be used in construction, exterior

color scheme, exterior lighting and plans, specifications and details thereof, and lot plans showing the proposed location of the dwelling, garage and driveways upon the building site, final building site grades and details of the driveways shall have been approved in writing to the Declarant, and copies of said plans, specifications and details shall have been lodged permanently with the Declarant. Building site plans submitted to the Declarant shall have a scale of not less than one (1) inch for every twenty (20) feet; elevations shall be on a scale of not less than one-quarter (1/4) inch for each foot. Improvements as used herein is intended to mean improvements and structures of every kind and character which shall be placed upon a building site. Declarant reserves the right to assign architectural review and approval to the Association.

3. No main residential structure shall be permitted on any building site, the habitable floor area of which, exclusive of basements, porches, patios, breezeways and garages, is less than 1,800 square feet in the case of a one-story or a split-foyer residential structure, or less than 2,200 square feet in the case of a two-story residential structure. Split-level residential structures are to contain a minimum of 2,200 square feet on the upper two levels. The foregoing minimum living space requirements may be waived and/or altered by the Declarant from time to time and in specific instances if, in its sole discretion, a proposed residential structure shall have sufficient compensating qualities of design, construction, finish and cost to maintain a high standard of construction throughout the subdivision.

4. The exterior of all structures, including garages, shall be completed in accordance with approved plans thereof within a period of one (1) year from the commencement of construction thereof. If construction of a structure is not commenced within six (6) months after approval of the plans thereof by the Declarant, the plans and specifications

for same shall be resubmitted for approval in accordance with Paragraph 2 hereof and shall be subject to complete reconsideration by the Declarant. If construction of the exterior of a structure is not completed within a period of one (1) year from the commencement of construction thereof, the Declarant and/or any other building site owner shall have the right, through appropriate judicial processes, to have the said partially completed structures demolished or otherwise removed from its building site at the sole cost of the owner/owners of said partially completed structure.

5. No building site shall be used except for residential purposes and for such home occupations as shall be approved and authorized, in writing, by the Declarant. No building shall be erected, altered, placed or permitted to remain on any building site other than one detached single-family dwelling with a two car garage, not to exceed two and one-half stories in heights, and such other outbuildings as may be required for the needs of the owner or occupant of said residence, and approved by the Declarant.

6. At no time shall any of the lots herein described be stripped of topsoil or allowed to go to waste by wasting away or be made disorderly in appearance by being excavated for gravel, sand or other material or by having rubbish or trash thrown, dumped or disposed thereupon. No lumber, brick, stone, cinder block or other materials used for building purposes shall be stored upon any lot more than a reasonable time for the construction in which they are to be used to be completed.

7. Trucks, motorcycles, commercial vehicles, untagged or inoperable vehicles, boats, trailers of any type, campers, mobile-motor homes and farm equipment and vehicles shall be parked in a garage or carport or shall otherwise be screened so as to not be visible from the street on which the dwelling shall face and shall otherwise be maintained so as not to be

unsightly to any adjoining homesite. No such vehicle shall be otherwise parked on any homesite, in any driveway, or any street, nor shall any unlicensed vehicle, trail bike, dirt bike or similar vehicle be operated upon the within described subdivision.

8. No homesite shall be divided, subdivided, or resubdivided by any owner or subsequent owner but shall remain as subdivided and shown on the recorded plat.

9. No noxious or offensive activity shall be carried on upon any building site, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood, nor shall any building site or any building or structures erected thereon, be used in any manner so as to endanger the health and comfort of or unreasonably disturb the peace and quiet of any owner of the adjoining property or of the neighborhood.

10. No tent, trailer, or temporary structure of any kind may be erected on or moved to any building site without written approval of the Declarant, except a contractor's shed, which is to be used only during construction of the permanent improvements upon the property and such contractor's shed shall be removed upon completion of such permanent improvements. No garage or outbuilding, other than servant's quarters erected on a building site shall at any time be used for human habitation, temporarily, or permanently, nor shall any structure of temporary character be used for human habitation. Clotheslines shall not be permitted.

11. No fence or wall of any kind shall be erected, placed or maintained or permitted upon a building site, unless and until the written consent of the Declarant has been had and obtained thereof.

12. No animals, such as hogs, sheep, horses, cows, chickens or other poultry shall be kept or maintained on any part of any building site at any time. Domestic pets shall be

permitted in appropriate numbers, provided that they are kept in clean, attractive enclosures and always under the control of their owners.

13. Grass and week growth on building sites shall not be allowed to exceed twelve (12) inches in height. Building sites shall always present a neat and orderly appearance. If said requirements are not complied with, the Declarant reserves the right, until such time as a permanent dwelling is erected upon any building site sold in the subdivision, to enter upon said building sites for the purpose of cutting weeds and grass thereon, the cost of same to be borne by the building site owner. Abandoned, wrecked, and/or unlicensed vehicles shall be expressly prohibited from any building site; except on a temporary basis. However, in no event shall this period exceed two (2) weeks.

14. No television or radio antenna of unusual height, nor any antenna designed for satellite reception shall be permitted without the consent of the Declarant.

15. All grantees in conveyance of building sites or estate sites expressly stipulate and agree that inasmuch as the Declarant is the party most interested in maintaining the high class of development, which by these restrictive covenants are sought to be maintained, the Declarant has rightfully reserved unto itself, its successors and assigns, as herein set forth, the right to waiver or alter such of the above restrictions as it, in its sole discretion, may deem best for the benefit of the development of maintenance of the whole community in any particular instance, which waiver, or alteration, shall be evidenced by the mutual written consent of the Declarant and the then owners of the estate sites, building sites or land upon which said restrictions are to be waived or altered; such written consent to be duly acknowledged and recorded among the Land Records of St. Mary's County, Maryland; and further, such waiver or alteration as to a particular building or estate site shall in no way be construed to waive or alter

the applicability of the particular restriction or restrictions so waived or altered as to other building or estate site.

16. These covenants and restrictions are to run with and bind the property and shall inure to the benefit of and be enforceable by the Declarant and the owners of each building site, their respective legal representatives, heirs, successors and/or assigns for a term of ten (10) years from the date of this Declaration of Covenants is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument appropriately signed by a majority of the then owners of all the building sites has been recorded, agreeing to change, abrogate or amend said covenants in whole or in part.

Further, anything set forth in paragraph 16 above notwithstanding, the Declarant shall have the absolute unilateral right, power and authority to modify, revise, amend or change any of the terms or provisions of these covenants, in the event the Veterans Administration, Federal Housing Administration, or any successor agencies thereto shall require such action as a condition precedent to the approval of such agency of the United Stated 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.

This provision shall terminate at such time as the Declarant or any individual, association, or corporate entity succeeding Declarant has no proprietary interest in Kingston Subdivision.

KINGSTON LIMITED LIABILITY PARTNERSHIP

By: _____
John E. Harms, Jr., Managing Partner

STATE OF MARYLAND, COUNTY OF CALVERT, to wit:

I HEREBY CERTIFY that on this 30 day of December, 1999, before me, a Notary Public in and for the State and County aforesaid, personally appeared **John E. Harms, Jr., Managing Partner of Kingston Limited Liability Partnership,** the within named Declarant, and acknowledged the foregoing Declaration of Covenants to be his act and deed.

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

Notary Public

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

EXHIBIT THREE (3)

INFORMAL ORGANIZATIONAL ACTION
OF THE BOARD OF DIRECTORS
OF
KINGSTON SUBDIVISION COMMUNITY ASSOCIATION, INC.

(Includes Exhibit A of the Informal Organizational Action – Budget and Exhibit B of the Informal Organization Action – By-Laws of the Kingston Subdivision Community Association, Inc. and Exhibit C – Construction Standards & Guidelines)

INFORMAL ORGANIZATIONAL ACTION OF THE BOARD OF DIRECTORS OF KINGSTON SUBDIVISION COMMUNITY ASSOCIATION, INC.

The undersigned, constituting all of the members of the Board of Directors of KINGSTON SUBDIVISION COMMUNITY 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 March 5, 2001 are filed herewith and incorporated by reference herein be and the same are hereby approved and accepted.

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

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

NAME	OFFICE
Rodney N. Gertz	President
Dean A. Bivens	Vice-President
Patricia Lavato	Secretary-Treasurer

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

NAME

Rodney N. Gertz
Dean A. Bivens
Patricia Lavato

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 a federally insured bank and that any two officers of the Corporation are 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 and 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, 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 2000 and 2001 shall be Fifty and no/100 Dollars ($50.00) per year and the budget of the Corporation attached hereto as Exhibit A is hereby adopted as the budget of the Association until such time as a new budget is adopted by the Association.

RESOLVED, that the fiscal year of the Association shall commence on January 1 and end on December 31;

RESOLVED, that the Kingston Construction Standards and Guidelines attached hereto as Exhibit C are hereby adopted as rules and regulations of the Association pursuant to Item Numbered Two (2) of the Declaration of Covenants of Kingston Subdivision.

RESOLVED, that the powers and authorities of the Board of Directors as set forth in Item Numbered Two (2) 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.

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

NAME

Rodney N. Gertz
Dean A. Bivens
Patricia Lavato

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)
Rodney N. Gertz

_____(SEAL)
Dean A. Bivens

_____(SEAL)
Patricia Lavato

EXHIBIT A
TO THE ORGANIZATIONAL MINUTES OF THE BOARD OF DIRECTORS
OF THE KINGSTON SUBDIVISION COMMUNITY ASSOCIATION, INC.
BUDGET

KINGSTON SUBDIVISION COMMUNITY ASSOCIATION, INC.

ITEMIZED PROJECTED BUDGET

KINGSTON SUBDIVISION COMMUNITY ASSOCIATION, INC.

Mowing Entrance Area, Swales, etc.	$1,000.00
Accounting/ Legal Fees	250.00
Postage	100.00
Electric Bill for Entrance	240.00
Association Insurance	275.00

EXHIBIT B
TO THE ORGANIZATIONAL MINUTES OF THE BOARD OF DIRECTORS
OF THE KINGSTON SUBDIVISION COMMUNITY ASSOCIATION, INC.
BYLAWS OF THE ASSOCIATION

BY-LAWS

OF

KINGSTON SUBDIVISION COMMUNITY ASSOCIATION, INC.

I. NAME AND LOCATION: The name of the Corporation is KINGSTON SUBDIVISION COMMUNITY ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the Corporation shall be located at 5341 Ketch Road, P. O. Box 587, Prince Frederick, Maryland 20678, 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.

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 recorded on April 18, 2000, among the Land Records of St. Mary's County, Maryland, at Liber 1525, Folio 505, et. seq.

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 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 e entitled to exercise the procedure set forth in Maryland 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 all meetings of 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 less 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 Revised Declaration of Covenants, Conditions and Restrictions.

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

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

1. NUMBER. Until such time as the Class B Membership ceases to exist and is converted to Class A Membership, the affairs of the Association shall be managed by a Board of three (3) Directors selected by the Declarant. After the conversion of the Class B Membership, the affairs of this Association shall be managed by a Board of not less than five (5) Directors.

2. TERM OF OFFICE. At the first annual meeting after the conversion of the Class B Membership into the Class A Membership, the members shall elect Directors whose terms shall be staggered from one to three years so as to ensure than no more than three (3) Directors' terms expire in any year. At the expiration of the 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 the 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 Meting. 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. 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 at 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. POWER 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 officer, agents and employees of this Association, and to see that their duties are property 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, to cause an appropriate office to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

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

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

(G) Cause the Common Area to be maintained;

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

VIII. OFFICERS AND THEIR DUTIES

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

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

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

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

5. RESIGNATION AND REMOVAL. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of receipt 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, 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 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 delivery a copy to each of 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 maybe purchased at reasonable cost. Books and records kept by or on behalf of Homeowners Association may be withheld from public inspection as permitted by Maryland law. The Homeowners Association may impose a reasonable charge upon a person desiring to review or copy the books and records.

X. ASSESSMENTS

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

XI. INSURANCE

1. **Hazard and Liability Insurance.** The Board, or its duly authorized agent, shall have the authority to obtain insurance for all insurable improvements on or within the Common Areas and Recreational Facilities, if any, against loss or damage by fire or other hazards, including extended coverage, vandalism, and malicious mischief. This insurance shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. The Board shall also have the authority to obtain a public liability policy covering the Common Areas and Recreational Facilities, if any, the Association and its Members for all damage or injury caused by the negligence of the Association or any of its Members, employees or agents. Premiums for all insurance on the Common Areas and Recreational Facilities shall be common expenses of the Association, or with regard to the Recreational Facilities, if any, may be borne in whole or in part by user fees. The policy may contain a reasonable deductible, and the amount thereof shall be

added to the face amount of the policy in determining whether the insurance at least equals the full replacement cost.

2. **Policy Provisions.** All such insurance coverage obtained by the Board shall be written in the name of the Association as Trustee for the respective benefited parties, as further identified below. Such insurance shall be governed by the provisions hereinafter set forth:

A. All policies in the Common Areas shall be for the benefit of the Owners and their mortgages as their interests may appear.

B. Exclusive authority to adjust losses under policies obtained by the Association shall be vested in the Board; provided, however, no mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

C. In no event shall the insurance coverage obtained and maintained by the Board hereunder be brought into contribution with insurance purchased by individual Owners, occupants, or their mortgages.

D. All casualty insurance policies shall have an inflation guard endorsement, if reasonably available, and an agree amount endorsement with an annual review by one or more qualified persons, at least one of whom must be in the real estate industry and familiar with construction in the St. Mary's County area.

E. The Board shall be required to make every reasonable effort to secure insurance policies that will provide for the following:

(1) a waiver of subrogation by the insurer as to any claims against the Board, the Management Agent, the Owners, and their respective tenants, servants, agents, and guests; and

(2) a waiver by the insurer of its rights to repair, and reconstruct, instead of paying cash; and

(3) that no policy may be cancelled, invalidated or suspended on account of the actions of any one or more individual Owners; and

(4) that no policy may be cancelled, invalidated, or suspended on account of the conduct of any director, officer, or employee of the Association or its duly authorized Management Agent without prior demand in writing delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, its Management Agent, any Owner, or mortgagee; and

(5) that any "other insurance" clause in any policy exclude individual Owners' policies from consideration; and

(6) that no policy may be canceled or substantially modified without at least ten (10) days' prior written notice to the Association.

3. **Damage and Destruction.**

A. Immediately after the damage or destruction by fire or other casualty to all or any part of the properties covered by insurance written in the name of the Association, the Board, or its duly authorized agent, shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed properties. Repair or

reconstruction, as used in this subsection, means repairing or restoring the properties to substantially the same condition in which it existed prior to the fire or other casualty.

B. Any damage or destruction to the Common Areas shall be repaired or reconstructed unless at least seventy-five (75%) of each class or Members of the Association shall decide within sixty (60) days after the casualty not to repair or reconstruct. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within said period, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed sixty (60) days. No mortgagee shall have the right to participate in the determination of whether the Common Areas damage or destruction shall be repaired or reconstructed.

C. In the event that it should be determined by the Association in the manner described above that the damage or destruction of the Common Areas shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event the affected area of the Property shall be restored to its natural state and maintained as an undeveloped portion of the Common Areas by the Association in a neat and attractive condition.

D. Any such reconstruction or repair shall be substantially in accordance with the plans and specifications under which the Property was originally constructed; provided, however, that any such reconstruction or repair shall be done in accordance with current building requirements and may be done with contemporary building materials and achieved by utilizing updated construction systems and technology.

XII. CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: **KINGSTON SUBDIVISION COMMUNITY ASSOCIATION, INC. - Corporate Seal - Maryland 2001.**

XIII. 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 By-Laws may be amended solely by the Declarant, without any other approvals if the same is required to bring the By-Laws 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 Incorporated 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.

XIV. 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 of the Directors of the KINGSTON SUBDIVISION COMMUNITY ASSOCIATION, INC., have hereunto set our hands and seals this 16 day of April, 2001

Rody N. (SEAL)

(SEAL)

Patricia Levatt (SEAL)

EXHIBIT C
TO THE ORGANIZATIONAL MINUTES OF THE BOARD OF DIRECTORS
OF THE KINGSTON SUBDIVISION COMMUNITY ASSOCIATION, INC.
KINGSTON CONSTRUCTION STANDARDS AND GUIDELINES

KINGSTON SUBDIVISION COMMUNITY ASSOCIATION, INC.

CONSTRUCTION STANDARDS AND GUIDELINES (ARCHITECTURAL COMMITTEE GUIDELINES)

1. Overview

BASIS FOR THIS DOCUMENT: The Committee derives its charter, scope and rules from applicable articles, sections and paragraphs of the Articles of Incorporation of the Kingston Subdivision Community Association Articles of Incorporation, By Laws and Declaration of Covenants of Kingston Subdivision.

PURPOSE OF THIS DOCUMENT:

A. Define the architectural rules for new and existing homes in Kingston.
B. Amplifies applicable elements of the Kingston Declaration of Covenants.
C. Outlines the Committee's roles and responsibilities.
D. Guides members of the community association, which includes builders, on "how to" initiate and get a project approved in Kingston Subdivision.

BACKGROUND: Our protective covenants bind the Kingston Subdivision Community Association and its members. They assure members certain minimum standards for land use, architectural control and property maintenance through the Kingston Subdivision Community Association. To this end, our Architectural Rules and Standards will be continuously revised and clarified over time to reflect actual design and construction experience, as well as resident requirements in support of our protective covenants. It may be possible to point to a specific feature, modification, or addition to an existing home or property and observe that it would not be approved under the rules contained herein. However, from this date forward, a home or project will not be approved simply because the same or similar design, modification, or addition already exists in Kingston. All current and future new construction, and modifications and additions to existing homes and properties shall comply with the Architectural Rules and Standards contained herein. Conversely, all previously approved construction, modifications, and additions are "grandfathered".

APPLICABILITY: Each and every lot owner, upon acceptance of a deed for any lot in Kingston is subject to Kingston Subdivision Community Association obligations and rules. However, when local laws, standards, codes or ordinances are more restrictive than our protective covenants and rules, then local directives shall prevail.

2. NEW HOME RULES

Plans for construction of new homes shall be submitted to the Committee for concurrence prior to commencement of construction. In addition, the Committee shall review subsequent modifications to approved plans that affect the exterior appearance of a new

home. Documentation (e.g., blueprints, drawings, plat map, etc.) submitted shall provide sufficient detail to visualize accurately the exterior appearance, location and orientation of the proposed new home. New home construction shall comply with the following rules:

A. Single level homes shall have a minimum of 1800 square feet of living space. Two Story homes shall have a minimum of 2200 square feet. Split level residential structures are to contain a minimum of 2200 square feet on the upper two levels. Living space is defined in a fashion consistent with that commonly used by the Maryland Real Estate industry.

B. Each principal dwelling shall have an attached garage capable of housing a minimum of two automobiles.

PRINCIPAL DWELLING AND PROPERTY RULES

The following modifications and/or additions to a principal dwelling and/or property requires the Committee's approval:

A. Fences
B. Swimming Pools
C. Sheds
D. Decks and porches
E. Dog houses and/or dog runs and other pet enclosures
F. Home additions or exterior medications
G. Gazebos
H. Utility buildings
I. Patios greater than 256 square feet
J. Screening for recreational vehicles, boats, jet skis, and campers
K. Landscaping which disturbs more than 1,000 square foot on any single lot

(Note: Acquiring the appropriate building permits is the responsibility of the property owner and/or his/her representative.)

The following rules augment those included in the Kingston Declaration of Covenants:

FENCES: Fences are not permitted forward of the back line of the principal dwelling unless approved by the Committee. Special exceptions include corner lots or where a lot is not necessarily square, or where it is not conducive due to the lay of the home's areaway. Only one fence is to be laced on, or near, any common property line, unless approved by the Committee. Chain link fences are not permitted. White vinyl or plastic style fence material is preferred.

Wood fences shall be unfinished or sealed with a transparent stain in acceptable earth tone colors. The Committee must approve use of solid stain colors. White painted board or picket fences are acceptable. Homeowners living on corner lots petitioning to construct a fence higher than four (4) feet are required to accent the fence with landscaping

approved by the Committee along the street side of the fence. Plans depicting the planned landscaping shall be submitted in conjunction with the fence application, and once approved by the Committee, shall be incorporated within one (1) year from the date of plan approval.

Stockade style privacy fences are not permitted.

SWIMMING POOLS: In-ground swimming pools must be situated in the rear of the property. Above ground pools, other than inflatable children's pools, will be considered on a case by case basis.

SHEDS: Sheds are permitted only in the back yard and may sit directly on the ground via pressure treated material, concrete block, or concrete foundation. Sheds visible from the street and/or adjacent property that are sitting on a level lot with more than one course of block shall include landscaping. Additionally, sheds visible from the street and/or adjacent property sitting on multiple levels of block and/or wood pilings to accommodate a slope require screening with lattice, as well as landscaping. The exterior color scheme shall match that of the principal dwelling, this also includes the color of roof shingles. No metal or molded plastic sheds are permitted. Plans depicting the planned landscaping shall be submitted in conjunction with the shed application, and once approved by the Committee, shall be incorporated within one (1) year from the date of plan approval.

DECKS AND PORCHES: Decks and porches shall be constructed off the rear of the principal dwelling. This does not include steps leading to these structures. Decks shall be unfinished or sealed with a transparent stain in acceptable earth tone colors. The Committee must approve use of solid stain colors. If the underside of the deck/porch is used for storage, the deck and/or porch must include white plastic lattice enclosing the deck and/or porch from framework level to the ground.

DOG HOUSES and/or DOG RUNS and OTHER PET ENCLOSURES: Dog houses and/or dog runs and other pet enclosures are to be placed in the back yard only. They shall be located as close as possible to the rear of the principal dwelling and not extend beyond either side of the dwelling. The color of these structures shall match those of the principal dwelling. Black vinyl coated, 4 foot tall chain link fencing may be considered in defining the area of containment.

HOME ADDITIONS or EXTERIOR MODIFICATIONS: Exterior home additions that add living space to the home shall match the principal dwelling in appearance (i.e., roof, exterior walls, windows, doors and foundation material) and should look integral to the original dwelling (i.e., not tacked on). Exterior modifications shall meet the same requirements specified under "New Home Rules" unless otherwise approved by the Committee.

PROPERTY MAINTENANCE: Property owners in Kingston are responsible for the upkeep and appearance of their principal dwelling and surrounding property so as not to

detract from the overall appearance of the neighborhood. The exterior of the principal dwelling shall be maintained free of peeling paint; damaged brick, stone or siding; faded or washed out stain or paint; missing roof shingles; etc. Landscaping and lawns are to be kept in a neat, trim condition. All principal dwellings shall include landscaping along the front side of the dwelling. Additionally, dwellings located on corner lots require landscaping on all side(s) adjacent to community streets. New residents shall have one (1) year from their settlement date to incorporate landscaping. Yards must be kept free of debris and garbage.

MISCELLANEOUS RULES:

A. Seasonal decorations shall not be put in place more than thirty (30) days before a holiday and shall be removed within fifteen (15) days after the holiday for which they are intended.

B. Children's recreational equipment shall be restricted to back yards. Swing and outdoor gym sets may be installed in back yards without approval. Non-standard items (e.g., skateboard ramps, tractor tires utilized as sandboxes, etc.) are not permitted.

C. Automobiles shall be kept in the principal dwelling garage and/or driveway, and not routinely parked on the street. Automobiles not licensed or inoperable shall be kept in the garage. Open air maintenance and repair of automobiles is restricted to three (3) days. Repairs requiring additional time to complete shall be accomplished in the garage or off premises (external to Kingston Subdivision).

D. Clothes poles/lines are not permitted.

E. Vegetable gardens are permitted if situated between the rear line of the principal dwelling and rear property line. The size of the garden may not exceed one-fourth (1/4) of the rear area of the property.

4. THE COMMITTEE AND ARCHITECTURAL CONTROL PROCESS

THE COMMITTEE: The President of the Kingston Subdivision Community Association, Inc., with the approval of the Officers, shall appoint the Chairperson of the Architectural Committee at the annual meeting. The Committee Chairperson shall solicit and/or accept volunteers for membership, with the goal of having members from each phase of Kingston Subdivision. The Committee shall have a minimum of three (3) and no more than seven (7) members.

Until such time as the Officers of the Kingston Subdivision Community Association, Inc. turn over the community association responsibilities to the Kingston homeowners, they shall act in the capacity of the Kingston Subdivision Community Association, Inc. Architectural Review Committee. All correspondence and applications shall be sent to:

Quality Built Homes, Inc.
Attn: Patricia Lavato
P. O. Box 587
Prince Frederick, MD 20678

ARCHITECTURAL CONTROL PROCESS: Before construction begins on a new home or project related to an existing home and/or property, builders, members of the Corporation, and the Committee shall adhere to the following control process:

1. Review the restrictions and rules contained in the applicable Kingston Subdivision Declaration of Covenants and this document.

2. Deliver a request with all required attachments (e.g., blueprints, drawings, product brochures, material list, location drawings, etc.) to the address listed herein.

3. The Committee shall:

A. Review the request within ten (10) working days of receipt, unless unusual circumstances warrant an extension.

B. Conduct a site survey, if required, to better visualize the impact and/or aesthetics of the proposed project;

C. Vote to approve/disapprove the proposed project via a simple majority of the current Committee members of record.

D. Provide the applicant with a written letter of approval or disapproval.

1. If disapproved, the written letter of disapproval will include a rationale and recommended changes.

2. In turn, the applicant may resubmit his/her "revised" application for reconsideration by the Committee.

4. If, for any reason, the applicant wishes to appeal the Committee's decision, he/she may submit an appeal to the President of the Kingston Subdivision Community Association, Inc., who will place the item on the agenda of the next regularly scheduled Board of Directors or general meeting, whichever is sooner.

If any project mentioned herein is commenced without prior written approval from the Committee, the Committee, by way of the Kingston Subdivision Community Association, Inc., has the right and responsibility to seek legal action against the property owner. All costs incurred are the responsibility of the property owner in question, and until resolved, a lien may be placed against the subject property.

APPROVED December 2001 by the Board of Directors

Rodney N. Gertz

Dean A. Bivens

Patricia Lavato

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

KINGSTON SUBDIVISION
PLAT LIBER E.W.A. 48, PAGE 13, et seq.

December 12, 2001

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

KINGSTON LIMITED LIABILITY PARTNERSHIP
P. O. Box 827
Prince Frederick, Maryland 20678

GENERAL PARTNER
Wexcol, LLP
C/o John E. Harms, Jr.
P. O. Box 827
Prince Frederick, Maryland 20678

GENERAL PARTNER
Kingston Development, LLC
C/o Edward Cammack
P. O. Box 1701
Leonardtown, Maryland 20650

RECORDING FEE 20.00
TOTAL 20.00
Rest SM02 Rcpt # 47117
EMA LP Blk # 1356
Feb 21, 2002 09:55 am

CONTACT PERSON:
John E. Harms, Jr.
P. O. Box 827
Prince Frederick, Maryland 20678

QUALITY BUILT HOMES, INC.
5341 Ketch Road
P. O. Box 587
Prince Frederick, Maryland 20678

Robert Dale Gertz, President
P. O. Box 587
Prince Frederick, Maryland 20678

Rodney N. Gertz, Vice President
P. O. Box 587
Prince Frederick, Maryland 20678

(2) The name of the Homeowners Association is: **KINGSTON SUBDIVISION COMMUNITY ASSOCIATION, INC.**, (a Maryland Non-Stock Corporation). The resident agent of the Community Association is Rodney N. Gertz. Correspondence to the Association may be addressed c/o Quality Built Homes, Inc., 5341 Ketch Road, P. O. Box 587, Prince Frederick, Maryland 20678, Phone 410-535-6008.

(3) The development is located in the Third Election District of St. Mary's County, and contains initially 117.04 acres, more or less, and is more specifically described in the Declaration of Covenants, recorded among the Land Records of St. Mary's County, Maryland at Liber 1525, Folio 505, copies of which are attached.

The second phase of the subdivision contains initially thirty-six (36) lots and one (1) outparcel in phase two of the subdivision. Plats for Phase II are recorded among the Land Records of St. Mary's County, Maryland, in Liber E.W.A. 53, Folio 62. (The first phase of the subdivision, as disclosed in the First Disclosures previously recorded in the Land Records for St. Mary's County, Maryland, contains thirty-three (33) lots and three (3) outparcels.) The minimum number of Lots currently planned which may be contained in the subdivision after all phases are developed is one hundred two (102). The maximum number of lots currently planned which may be contained in the subdivision after all phases are developed is one hundred two (102).

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

(7) A copy of the following documents are attached or are recorded elsewhere within the Homeowners 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 or is recorded elsewhere within the Homeowners Association Depository for St. Mary's County. 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 $50.00 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 $50.00 per lot per year unless otherwise determined pursuant to the terms of the attached By-Laws, 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 for nonpayment of assessments or fees is set forth in the Articles, Declaration and By-Laws 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 the Articles, Declaration, and By-Laws of the Association.

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

ATTEST

2/8/02
Date

DECLARANTS
Kingston Limited Liability Partnership
By: Wexcol Limited Liability Partnership, Managing Partner

By: _____
John E. Harms, Jr., Managing Partner

ATTEST:

2/11/02
Date

Quality Built Homes, Inc.

By _____ V.P.
Rodney N. Gertz
Vice President

STATE OF MARYLAND, COUNTY OF CALVERT, to wit:

I HEREBY CERTIFY, that on this 8th day of February, 2002, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared John E. Harms, Jr., Managing Partner of Wexcol Limited Liability Partnership, and he acknowledged that he executed the within instrument for the purposes therein contained and acknowledged that he is the person duly authorized to execute the same as the act and deed of said Wexcol Limited Liability Partnership.

AS WITNESS, my hand and Notarial Seal.

Evanthea D. Gilbert
Notary Public

My Commission Expires:
11/01/04

STATE O F MARYLAND, COUNTY OF CALVERT, to wit:

I HEREBY CERTIFY, that on this 1 day of February, 2002, before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Rodney Neal Gertz, who acknowledged himself to be the Vice President of Quality Built Homes, Inc., a Maryland Corporation, and that he, as such Vice-President, being authorized so to do, executed the within instrument for the purposes therein contained.

As Witness, my hand and Notarial Seal.

L. Patricia Lavato
Notary Public

L. PATRICIA LAVATO NOTARY PUBLIC CALVERT COUNTY, MD.

My Commission Expires:

09-01-02

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

INV TO GRNTEE 5.00
RECORDING FEE 20.00
TOTAL 25.00
Rec# 5802 Rcpt # 50711
CHG CSS Blk # 947
May 09, 2002 01:47 PM

This THIRD ANNEXATION AMENDMENT, (the "Third Annexation"), made this 9th day of May, 2002, by PARAGON BUILDERS, INC., a Corporation organized and existing under the laws of the State of Maryland (the "Declarant").

RECORDING FEE 25.00
TOTAL 25.00
Rec# 5802 Rcpt # 50711

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").

CHG CSS Blk # 947
May 09, 2002 01:47 PM

B. The Declaration in Article II, Section 5, provides the Association with the right, privilege and option, from time to time and at any time, to annex and to subject to the legal operation and effect of the Declaration and to the jurisdiction of the Association certain additional real property with the consent of two-thirds (2/3) of each class of members.

C. At a special meeting held by the Association on December 4, 2001, it was agreed by at least two-thirds (2/3) of the members, who now constitute a single class under Article III, Section 3 of the Declaration, to authorize the annexation by the Declarant of 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. The total area for which annexation has been approved by the Association consists of 23.6291 acres, more or less, is described as Phase Four on a plat of subdivision entitled "Plat Thirty-Three Phase Four Development Envelope Pepper Ridge of Wildewood" recorded in the plat records of St. Mary's County, Maryland in Plat Liber No. E.W.A. 53 at Folio 70.

D. At this time, the Declarant has determined that it shall formally annex portions of the property approved by the Association for annexation as they are subdivided into residential lots pursuant to approved and recorded subdivision plats.

NOW THEREFORE, this Third 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 to be formally 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 33, Pepper Ridge of Wildewood, described as "Phase Four Development Envelope", recorded in the plat records

of St. Mary's County, Maryland in Plat Liber E.W.A. 53 at Folio 70, as further described in Exhibit A, attached hereto and incorporated herein.

2. Also formally 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 37, Pepper Ridge of Wildewood, recorded in the plat records of St. Mary's County, Maryland in Plat Liber E.W.A. 53 at Folio 127, described as "Lots 401, 402, 405, 406, and 407", as further described in Exhibit B, attached hereto and incorporated herein.
3. Also formally 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 38, Pepper Ridge of Wildewood, recorded in the plat records of St. Mary's County, Maryland in Plat Liber E.W.A. 53 at Folio 126, described as "Lots 449, 450, 451, 452, and 453", as further described in Exhibit C, attached hereto and incorporated herein.

WITNESS the hand and seal of the Declarant, Paragon Builders, Inc., by its Vice 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 9th day of May, 2002, 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 Vice President of Paragon Builders, Inc., a Maryland corporation, the Declarant of the foregoing Third Annexation Amendment to Declaration, and that he is authorized to execute the said Third Annexation Amendment to Declaration on behalf of the Corporation, that the said Third Annexation Amendment to Declaration is the act of Paragon Builders, Inc. and that said Third Annexation Amendment to Declaration was executed and is to be recorded for the purpose of 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

My Commission Expires: 12-01-05

Original plat executed by all parties and recorded in the Land Records for St. Mary's County, MD EWA 53/70

EXHIBIT "A"

General Notes:

1. The subdivision shown hereon is part of Parcel 166 as shown on Tax Map 33 at Block 18. Said subdivision is also within and is 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 contained in this plat of subdivision is 23.6291 acres, more or less.
3. Present Zoning is PUDR 4.28 (Planned Development Residential - 4.28 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 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 owner of the property shown hereon and the St. Mary's County Metropolitan Commission.
6. This subdivision is in compliance with the St. Mary's County Comprehensive Water and Sewerage Plan.
7. There shall be a utility easement ten (10) feet in width, minimum, as follows: five (5) feet off of all exterior lot lines and ten (10) feet off of all rights-of-way and perimeter lot lines. Said easements are to include, but are not limited to, use by the St. Mary's County Metropolitan Commission, its successors and assigns, for construction, installation, maintenance, repair, and operation of public water and sewer facilities, other public utilities, and drainage.
8. There are no Parcels, Outparcels, or Outlots shown hereon.
9. Present water category is W-3D. Present sewer category is S-3D.
10. The utility easement(s), as indicated, is (are) 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 covenant below for further clarification.
11. This site is exempt from storm water management per section 4.0.3.2.e of the St. Mary's County Zoning Ordinance (less than 10% change in post development peak discharge).
12. This site 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, 1991).
13. Subject property appears to be in Zone "C", which identifies areas of minimal flooding as delineated on Flood Hazard Boundary Maps for St. Mary's County, Maryland, and distributed by the Federal Emergency Management Agency per F.I.R.M. Community Panel #240064-0015 B.
14. All lots shall be restricted to one point of access to the County Right-of-Way.
15. The riverbank slope grading easements, drainage easements, and utility easements shown hereon are approximate. More definitive limits and locations may be shown on the Construction Plans for Pepper Ridge 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, replacement, repair and maintenance of all streets and parking lots, utility and service lines and systems, including, but not limited to, drainage areas, storm water management, streets, parking, pedestrian walkways, water, sewer, gas, telephone, electricity, television cables or communication lines systems. By virtue of this easement it shall be expressly permissible for PARAGON BUILDERS, INC., the declarant, or the providing utility or service company, with the approval of the declarant, to complete construction of all contemplated improvements to the subject property, install and maintain facilities and equipment on said property, to excavate for such purposes and to alter and maintain areas, streets and conduits on, in and under the roads and exterior walls of improvements thereon, providing such disturbed areas are restored to the condition in which they were found.

Not withstanding a specific easement designation shown on this plat, there is automatically created an easement upon, across, over, through and under the property shown hereon for drainage and and storm water management following the natural flow of water throughout the watershed in which said property is located. In addition, any area disturbed and utilized for streets, parking lots, utility and service lines and systems, including individual unit connections, shall automatically be deemed a part of the pedestrian walkway system, whether or not like a use is so designated on this plat.

Owner's Dedication:

We, Paragon Builders, Inc., a Maryland Corporation, by Edmund W. Wettengel, President, the owners of the property shown hereon and described in the Surveyor's Certificate attached hereto, hereby adopt this plan of subdivision upon its approval by all regulated agencies. There are no pending suits or actions at law, leases, liens, mortgages or deeds of trusts affecting this subdivision. All parties of interest 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.

We hereby grant onto 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 10 foot water line and/or sewer line 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 this plan and setting of the markers required therein have been or will be complied with to the best of our knowledge, information and belief.

Thomas E. Wettengel, Vice President — Date

Cynthia R. Greb, 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 onto Paragon Builders, Inc., by deed from KST Inc., a Maryland Corporation, as recorded among the Land Records of St. Mary's County, Maryland, in Liber MRB 252 at Folio 175, said 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 EWA 43 at Folio 52.

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

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

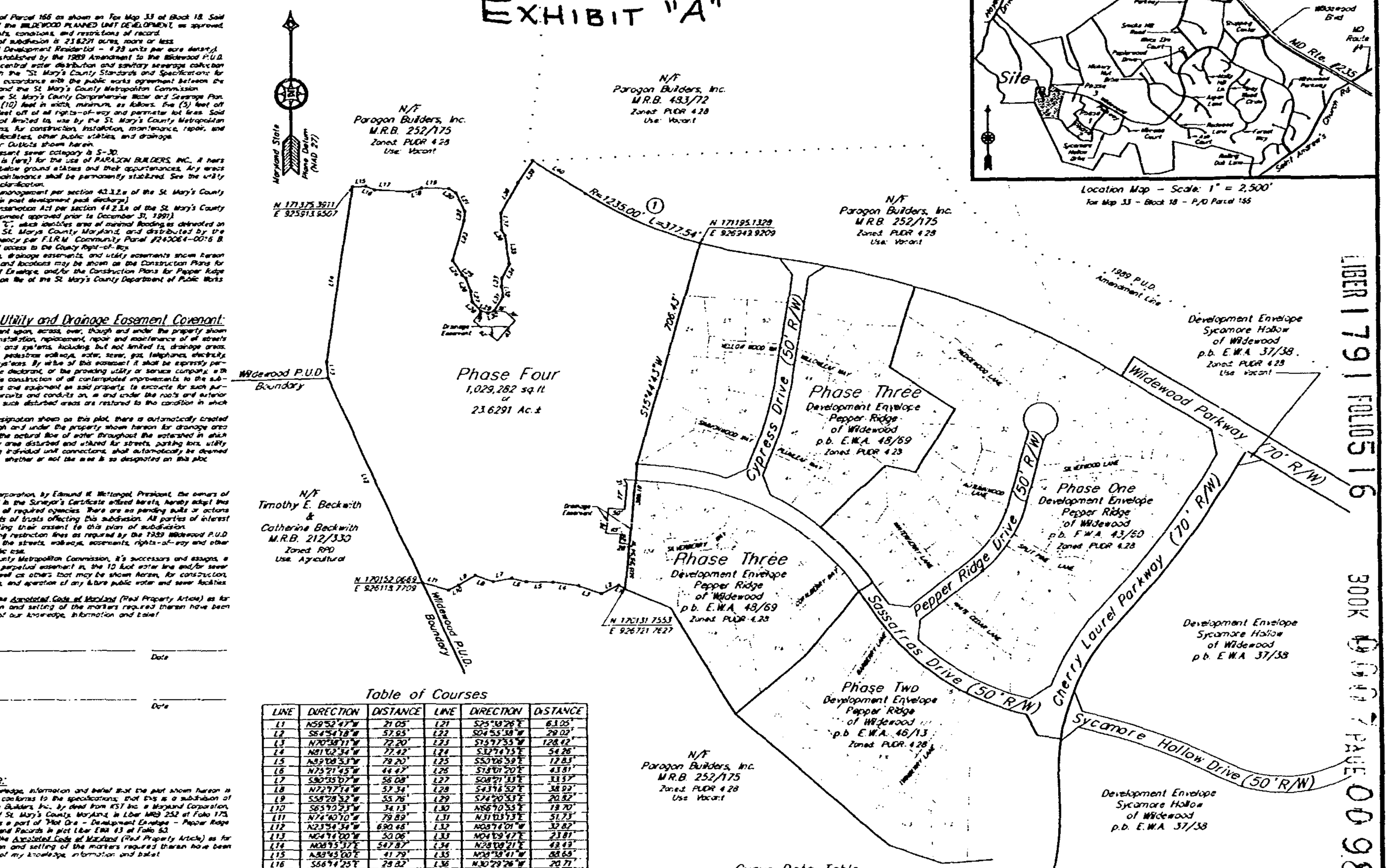


Table of Courses

LINE	DIRECTION	DISTANCE	LINE	DIRECTION	DISTANCE
L1	N59°52'47"W	21.05'	L21	S25°10'26"E	63.05'
L2	S84°54'18"W	57.93'	L22	S04°55'38"W	29.02'
L3	N70°38'11"W	72.20'	L23	S13°17'53"W	128.12'
L4	N81°02'34"W	77.42'	L24	S32°14'55"E	54.26'
L5	N39°08'53"W	78.20'	L25	S53°16'59"E	12.83'
L6	N75°21'45"W	44.47'	L26	S15°01'20"E	43.51'
L7	S80°35'07"W	56.08'	L27	S08°21'33"E	33.57'
L8	N72°17'14"W	57.34'	L28	S43°16'52"E	38.93'
L9	S58°28'52"W	55.76'	L29	S74°20'53"E	20.82'
L10	S63°10'23"W	34.13'	L30	N86°10'55"E	19.70'
L11	N74°40'10"W	79.89'	L31	N31°03'13"E	51.73'
L12	N23°54'34"W	690.48'	L32	N00°17'01"W	32.82'
L13	N64°14'00"W	30.06'	L33	N04°59'47"E	23.81'
L14	N08°15'37"E	547.87'	L34	N28°08'21"E	43.49'
L15	N88°45'00"E	41.79'	L35	N06°38'41"W	88.69'
L16	S66°14'25"E	29.82'	L36	N30°29'26"W	20.71'
L17	S86°47'45"E	101.41'	L37	N01°57'06"W	52.77'
L18	N73°42'42"E	39.21'	L38	N28°28'02"E	107.75'
L19	S82°07'03"E	81.10'	L39	N32°51'19"E	28.95'
L20	S56°10'34"E	24.91'	L40	S56°44'22"E	187.07'

Curve Data Table

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	1235.00'	377.54'	190.25'	376.07'	S65°23'43"E	17°50'56"

Planning & Zoning Case File Number:

LIBER 1791 FOLIO 516

300K 0098 PAGE

Metropolitan Commission	Department of Public Works	Planning and Zoning
Date	Date	Date
Director	Director	Director
	Health Department	P.C. Chairman
	Date	
	Director	

No.	Date	Description	By

REVISION

DAY & ASSOCIATES, INC.
Surveying, Land Planning & Engineering
44425 Pecan Court - Suite 153
California, Maryland 20619
Phone (301) 863-0333 • FAX (301) 863-7460

Plat Thirty Three
Phase Four Development Envelope
PEPPER RIDGE of WILDEWOOD
Third Election District
St. Mary's County, Maryland

Contract # 75006PR	Drawing # WMPRRP33	Cad by LL	Rev. by JTN
Date 04/11/01	Scale 1" = 200'	Page 1 of 1	

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

General Notes:

1. The subdivision shown hereon is part of Parcel 166 as shown on Tax Map 33 at 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 contained in this plat of subdivision is 1.9407 acres, more or less.
3. Present Zoning is PDR 4.28 (Planned Development Residential – 4.28 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 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 owner of the property shown hereon and the St. Mary's County Metropolitan Commission.
6. This subdivision is in compliance with the St. Mary's County Comprehensive Water and Sewerage Plan.
7. There shall be a utility easement ten (10) feet in width, minimum, as follows: five (5) feet off of all interior lot lines and ten (10) feet off of all rights-of-way and perimeter lot lines. Said easements are to include, but are not limited to, use by the St. Mary's County Metropolitan Commission, its successors and assigns, for construction, installation, maintenance, repair, and operation of public water and sewer facilities, other public utilities, and drainage.
8. PRIVATE DRIVEWAY: Wildewood Lane shall serve as a common driveway to Sassafras Drive for Lots 401, 402, 405, 406, 407 and future lots 403 & 404 a non-exclusive easement or right-of-way for ingress and egress is hereby created over Sassafras Drive to Wildewood Lane in accordance with the Declaration of Covenants, Conditions and Restrictions of Pepper Ridge of Wildewood Association, Inc. The driveway and it's maintenance shall be the joint responsibility of the owner's of said lots and/or the Homeowner's Association pursuant to a Common Driveway Agreement and/or the Declaration of Covenants, Conditions and Restrictions of Pepper Ridge of Wildewood Association, Inc. The driveway is not a part of the County Road System and does not receive maintenance from the County. Above referenced lots are to be served by 1 (one) R-19 Multiple Driveway Entrance, as per the 1989 Wildewood Planned Unit Development Amendment, as approved. The Developer shall be responsible for the installation/bonding of the multiple driveway entrance prior to the recording of this plat. Wildewood Lane is also to serve as an utility, drainage and pedestrian access easement.
9. Present water category is W-3D. Present sewer category is S-3D.
10. The utility easement(s) as indicated, 8 (ten) 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 covenant below for further clarification.
11. This site is exempt from storm water management per section 42.3.2 a of the St. Mary's County Zoning Ordinance (less than 10% change in peak development peak discharge).
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, 1991).
13. Subject property appears to be in Zone "C" as delineated on Flood Hazard Boundary Maps for St. Mary's County, Maryland, and distributed by the Federal Emergency Management Agency per F.I.R.M. Community Panel #240061-0016 B.
14. All lots shall be restricted to one point of access to the County Right-of-Way.
15. Premise Addresses shown hereon as thus: (23175)

Development, Construction, Utility and Drainage Easement Covenant:

There is hereby created a blanket easement upon, across, over, through and under the property shown hereon for ingress, egress, construction, installation, replacement, repair and maintenance of all streets and parking lots, utility and service lines and systems, including, but not limited to, drainage areas, storm water management, streets, parking, pedestrian walkways, water, sewer, gas, telephone, electricity, television cables or communication lines systems. By virtue of this easement it shall be expressly permissible for PARAGON BUILDERS, INC., the declarant, or the providing utility or service company, with the approval of the declarant, to complete construction of all contemplated improvements to the subject property, install and maintain facilities and equipment, properly to encumber for such purposes and to affix and maintain wires, circuits and conduits on, in and under the roofs and exterior walls of improvements thereon, providing such disturbed areas are restored to the condition in which they were found.

Not withstanding a specific easement designation shown on this plat, there is automatically created an easement upon, across, over, through and under the property shown hereon for drainage area and storm water management following the natural flow of water throughout the watershed in which said property is located. In addition, any area disturbed and utilized for streets, parking lots, utility and service lines and systems, including individual unit connections, shall automatically be deemed a part of the pedestrian walkway system, whether or not the area is so designated on this plat.

Owner's Dedication:

We, Paragon Builders, Inc., a Maryland Corporation, by Michael A. Wetlengel, Vice President, the owners of the property shown hereon and described in the Surveyor's Certificate attired hereto, hereby adopt this plan of subdivision upon its approval by all required agencies. There are no pending suits or actions at law, liensors, liens, mortgages or deeds of trusts affecting this subdivision except as shown hereon. All parties in interest thereto have affixed their signatures indicating their assent to this plan of subdivision. We further establish the minimum building restriction lines as required by the 1989 Wildewood P.U.D. Amendment, as approved, and dedicate the streets, walkways, easements, rights-of-way and other improvements, where applicable, to public use.

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

Michael A. Wetlengel, Vice President — Date

Cynthia W. Grab, Secretary — Date

Surveyor's Certificate:

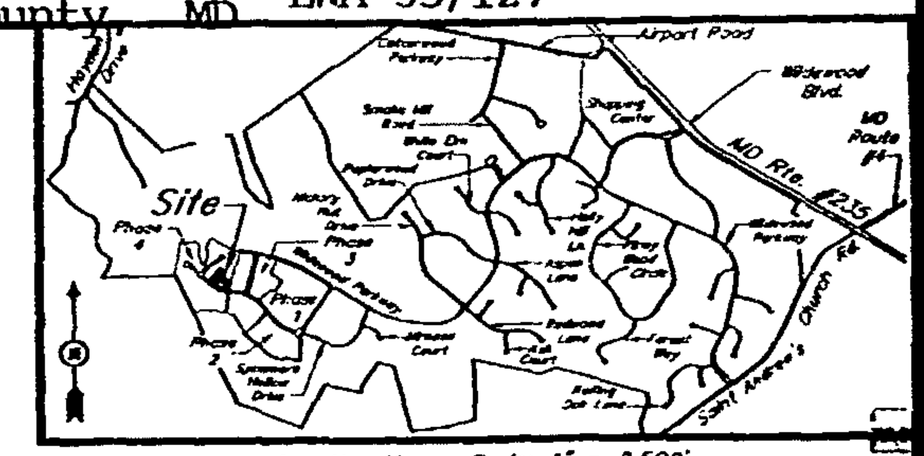
I hereby certify to the best of my knowledge, information and belief that the plat shown hereon is correct (subject to a title search) and conforms to the specifications; that this is a subdivision of part of the lands conveyed unto Paragon Builders, Inc., by deed from KST Inc. a Maryland Corporation, as recorded among the Land Records of St. Mary's County, Maryland, in Liber MRB 752 at Folio 173, said subdivision being further described as a part of plat "Thirty Three - Phase Four Development Envelope - Pepper Ridge of Wildewood" as recorded among said Land Records in plat Liber EWA 53 at Folio 70. The requirements of Section 3-108 of the Annotated Code of Maryland (Real Property Article) as far as it concerns the marking of the plan and setting of the markers required therein have been or will be complied with to the best of my knowledge, information and belief.

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

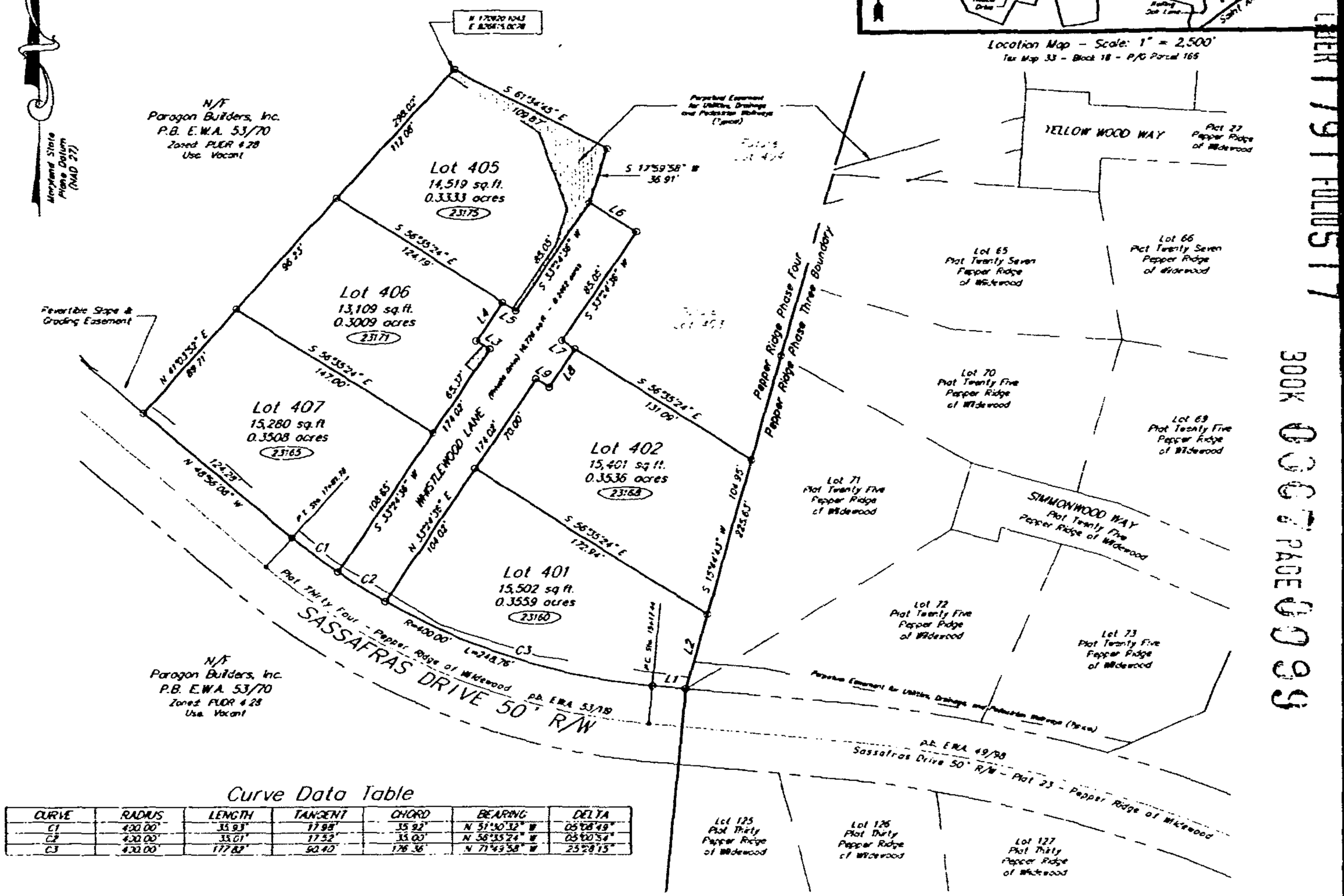
"EXHIBIT B"

Course Data Table

LINE	DIRECTION	DISTANCE
L1	N 84°34'08" W	20.48'
L2	S 15°44'43" W	53.42'
L3	S 56°35'24" E	10.00'
L4	S 33°24'36" W	30.00'
L5	N 56°35'24" W	10.00'
L6	S 56°35'24" E	15.00'
L7	S 56°35'24" E	10.00'
L8	S 33°24'36" W	30.00'
L9	S 56°35'24" E	10.00'



Location Map – Scale: 1" = 2,500'
Tax Map 33 – Block 18 – P/O Parcel 166



Curve Data Table

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	430.00'	35.93'	17.98'	35.92'	N 51°50'32" W	05°58'49"
C2	430.00'	35.01'	17.52'	35.00'	N 56°35'24" W	05°00'54"
C3	430.00'	177.83'	90.40'	176.56'	N 71°49'58" W	23°42'15"

Planning & Zoning Case File #01-120-013

LIBER 1791 FOLIO 517
BOOK 0067 PAGE 0096

Metropolitan Commission

Date

Director

Health Department

Date

Director

Planning and Zoning

Date

Director

P.C. Chairman

1	04/25/02	Plat Ref. for Sassafras Drive	ADV

REVISION

DAY & ASSOCIATES, INC.
Surveying, Land Planning & Engineering
44425 Pecan Court – Suite 153
California, Maryland 20619
Phone: (301) 863-0333 • FAX: (301) 863-7460

Plat Thirty Seven
Lots 401, 402, 405, 406 & 407
PEPPER RIDGE of WILDEWOOD
Third Election District
St. Mary's County, Maryland

Contract # 75006PR4	Drawing # WWPR8937	Drawn by SDay	Chk. by A.D.V.
Date 03/04/2002	Scale 1" = 50'	Page 1 of 1	

Original Plat executed by all parties and recorded among the land records for St. Mary's County, MD EWA53 / 126 / 8

"EXHIBIT C"

General Notes:

1. The subdivision shown hereon is part of Parcel 166 as shown on Tax Map 33 at 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 contained in this plat of subdivision is 2.6865 acres, more or less.
3. Present Zoning is PDR 4.28 (Planned Development Residential - 4.28 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 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 owner of the property shown hereon and the St. Mary's County Metropolitan Commission.
6. This subdivision is in compliance with the St. Mary's County Comprehensive Water and Sewerage Plan.
7. There shall be a utility easement ten (10) feet in width, minimum, as follows: five (5) feet off of all interior lot lines and ten (10) feet off of all rights-of-way and perimeter lines. Said easements are to include, but are not limited to, use by the St. Mary's County Metropolitan Commission, its successors and assigns, for construction, installation, maintenance, repair, and operation of public water and sewer facilities, other public utilities, and drainage.
8. PRIVATE DRIVEWAY: Clover Ridge Lane shall serve as a common driveway to Sassafras Drive for Lots 449, 450, 451, 452 and 453 a non-exclusive easement of right-of-way for ingress and egress is hereby created over Sassafras Drive to Clover Ridge Lane in accordance with the Declaration of Covenants, Conditions and Restrictions of Pepper Ridge of Wildewood Association, Inc. The driveway and it's maintenance shall be the joint responsibility of the owner's of said lots and/or the Homeowner's Associations pursuant to a Common Driveway Agreement and/or the Declaration of Covenants, Conditions and Restrictions of Pepper Ridge of Wildewood Association, Inc. The driveway is NOT a part of the County Road System and does NOT receive maintenance from the County. Above referenced lots are to be served by 1 (one) R-19 Multiple Driveway Entrance, as per the 1989 Wildewood Planned Unit Development Amendment, as approved. The Developer shall be responsible for the installation/bonding of the multiple driveway entrance prior to the recording of this plat. Clover Ridge Lane is also to serve as an utility, drainage and pedestrian access easement.
9. Present water category is W-3D. Present sewer category is S-3D.
10. The utility easement(s), as indicated, is (are) 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 comment below for further clarification.
11. This site is exempt from storm water management per section 43.3.2.a of the St. Mary's County Zoning Ordinance (less than 10% change in post development peak discharge).
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, 1991).
13. Subject property appears to be in Zone "C" as delineated on Flood Hazard Boundary Maps for St. Mary's County, Maryland, and distributed by the Federal Emergency Management Agency per F.I.R.M. Community Panel #240064-0016 B.
14. All lots shall be restricted to one point of access to the County Right-of-Way.
15. Premise Addresses shown hereon as thus: (23133)

Development, Construction, Utility and Drainage Easement Covenant:

There is hereby created a blanket easement upon, across, over, through and under the property shown hereon for ingress, egress, construction, installation, replacement, repair and maintenance of all streets and parking lots, utility and service lines and systems, including, but not limited to, drainage areas, storm water management, streets, parking, pedestrian walkways, water, sewer, gas, telephones, electricity, television cables or communication lines systems. By virtue of this easement it shall be expressly permissible for PARAGON BUILDERS, INC., the declarant, or the appropriate utility or service company, with the approval of the declarant, to complete construction of all contemplated improvements to the subject property, install and maintain facilities and equipment on said property, to excavate for such purposes and to affix and maintain wires, circuits and conduits on, in and under the roofs and exterior walls of improvements thereon, providing such disturbed areas are restored to the condition in which they were found.

Not withstanding a specific easement designation shown on this plat, there is automatically created an easement upon, across, over, through and under the property shown hereon for drainage area and storm water management following the natural flow of water throughout the watershed in which said property is located. In addition, any area disturbed and utilized for streets, parking lots, utility and service lines and systems, excluding individual unit connections, shall automatically be deemed a part of the pedestrian walkway system, whether or not the area is so designated on this plat.

Owner's Dedication:

We, Paragon Builders, Inc., a Maryland Corporation, by Michael A. Wettengel, Vice President, the owners of the property shown hereon and described in the Surveyor's Certificate offered herein, hereby adopt this plan of subdivision upon its approval by all required agencies. There are no pending suits or actions at law, leases, liens, mortgages or deeds of trusts affecting the subdivision except as shown hereon. All parties in interest thereto have offered their signatures indicating their assent to this plan of subdivision. We further establish the minimum building restriction lines as required by the 1989 Wildewood P.U.D. Amendment, as approved, and dedicate the streets, walkways, easements, rights-of-way and other improvements, where applicable, to public use.

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

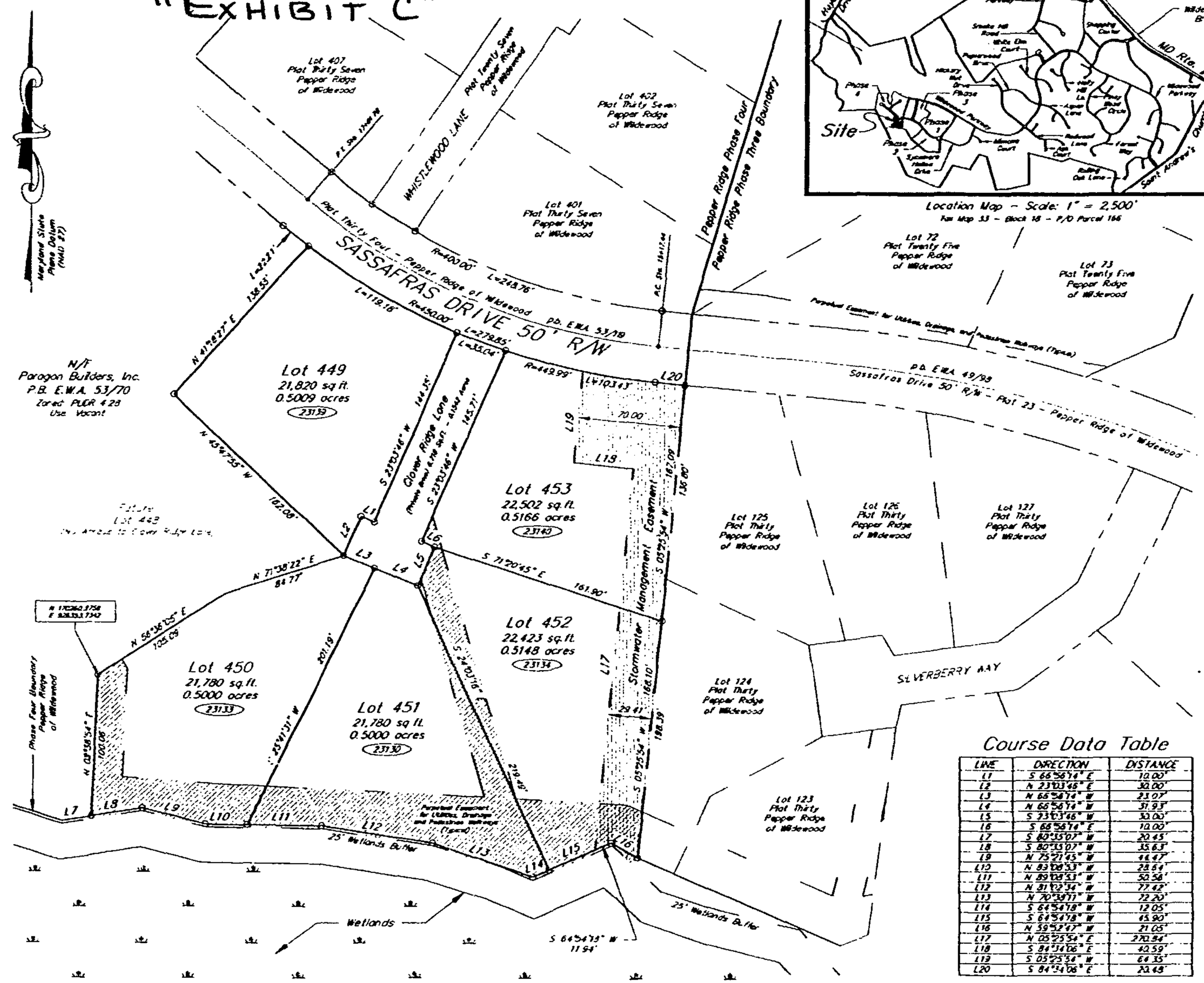
Michael A. Wettengel, Vice President — Date

Cynthia M. Geib, 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 KSI Inc. a Maryland Corporation, as recorded among the Land Records of St. Mary's County, Maryland, in Liber WSB 752 at Folio 175, said subdivision being further described as a part of plat "Forty Three - Phase Four Development Envelope - Pepper Ridge of Wildewood" as recorded among said Land Records in plat Liber EWA 53 at Folio 70. The requirements of Section 3-108 of the Annotated Code of Maryland (Real Property Article) as far as it concerns the marking of the plan and setting of the markers required therein have been or will be complied with to the best of my knowledge, information and belief.

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



Course Data Table

LINE	DIRECTION	DISTANCE
L1	S 66°56'14" E	10.00'
L2	N 23°03'46" E	30.00'
L3	N 66°56'14" W	23.07'
L4	N 66°56'14" W	31.93'
L5	S 23°03'46" W	30.00'
L6	S 66°56'14" E	10.00'
L7	S 80°15'07" W	20.45'
L8	S 80°15'07" W	35.63'
L9	N 75°21'45" W	44.47'
L10	N 89°08'53" W	28.64'
L11	N 89°08'53" W	50.56'
L12	N 81°02'34" W	77.42'
L13	N 70°38'17" W	72.20'
L14	S 64°54'18" W	12.05'
L15	S 64°54'18" W	65.90'
L16	N 59°52'47" W	21.05'
L17	N 05°25'54" E	270.94'
L18	S 84°34'06" E	40.59'
L19	S 05°25'54" W	64.35'
L20	S 84°34'06" E	33.48'

Planning & Zoning Case File #01-120-013

Metropolitan Commission

Date

Director

Health Department

Date

Director

Planning and Zoning

Date

Director

P.C. Chairman

2	04/25/2002	Plat Ref. for Sassafras Drive	ADV
1	04/16/2002	D.P.W. Comments	ADV

REVISION

DAY & ASSOCIATES, INC.
Surveying, Land Planning & Engineering
44425 Pecan Court - Suite 153
California, Maryland 20619
Phone: (301) 863-0333 • FAX: (301) 863-7460

Plat Thirty Eight
Lots 449, 450, 451, 452 & 453
PEPPER RIDGE of WILDEWOOD
Third Election District
St. Mary's County, Maryland

Contract #75006PR4	Drawing # WWPRP38	Drawn by: SDJ	Rev. by: A.D.V.
Date: 03/12/2002	Scale: 1" = 50'	Page 1 of 1	

PR-38

LIBER 1791 FOLIO 518 BOOK 1 PAGE 1 TO

HOMEOWNER'S ASSOCIATION DECLARATION AND DEED OF ROAD MAINTENANCE AND EASEMENTS AGREEMENT FOR KINGSTON SHORES LOTS 1, 2, 3, 4, 5, 6, AND 7

BOOK 007 PAGE 101

THIS HOMEOWNER'S ASSOCIATION DECLARATION AND DEED OF ROAD MAINTENANCE AND EASEMENTS AGREEMENT (this "Deed" or these "Covenants"), made and entered into this 8th day of May, 2002, by BANKS-ST. MARY'S L.L.C., a Maryland limited liability company and sole owner of the Property described below, whose address is c/o Scott Management, Inc., 300 North Lee St., Suite 200, Alexandria, Virginia 22314, (hereinafter referred to as "Grantor").

RECORDING FEE 50.00
TOTAL 50.00
Rec# 5M02 Rcpt # 51819
CHG AB BLK # 202
Jun 04, 2002 10:59 am

WITNESSETH:

WHEREAS, Grantor owns certain real property in St. Mary's County, Maryland, described below; and

WHEREAS, Grantor has subdivided said property into seven (7) lots known as Lots 1, 2, 3, 4, 5, 6, and 7 of Kingston Shores, (each herein referred to as a "lot" or "Lot" and collectively, the "lots" or "Lots" or the "property" or "Property") pursuant to and as shown on the Plats of Lands of Banks-St. Mary's L.L.C., prepared by Little Silences Rest, Inc., Engineers, and recorded in the land records of the Clerk of Circuit Court of St. Mary's County, Maryland in Deed Book 48 at page 24 and Deed Book 53 at page 155, (the "plats" copies of which are attached hereto and made a part hereof); and

WHEREAS, Grantor desires hereby to dedicate, create and establish certain easements on the Property for construction, installation, operation, use, maintenance and repair of (i) a private common road to provide pedestrian and vehicular access for the Property to and from public roads in the vicinity thereof, including Gross Drive and (ii) utilities to serve improvements now or hereafter constructed on and for use and occupancy of the Property and development thereof, as herein set forth.

NOW, THEREFORE, Grantor, for itself and its successors and assigns who at any time or times may own all or any part of said Property or any of the aforesaid lots, does hereby create and establish the following covenants and restrictions, easements, rights-of-way and agreements for said Property and lots, and for such purposes does hereby:

a. Dedicate, reserve to Grantor and its designated successors and assigns, and subject the Property to, all of those easements, rights-of-way, covenants, agreements and restrictions for installation, construction, repair, maintenance, use, operation, and upkeep of roadways, public and/or private utilities, drainage, storm water detention and management, slope, grading, storm sewer and sanitary sewer facilities, septic fields, lighting, telecommunications lines and equipment, all as are or may be shown on or created on the plat as same may be amended and/or as herein provided.

b. Reserve to Grantor, and its assigns who at any time own all or any part of the Property, (i) a perpetual non-exclusive ingress, egress and utility easement having a uniform width of twenty (20) feet, a pedestrian easement having a uniform width of five (5) feet, and an easement for a storm water management facility to and for the benefit of the Lots, each as shown on the aforesaid plat, and (ii) two (2) utility and drainage easements, each having a uniform width of ten (10) feet and located on both sides of the ingress/egress and utility

easement described above and located along the common driveway for Lots 5 and 6, such two (2) utility and drainage easements to be for the benefit of the Lots. The Grantor and the owners from time to time of said Lots hereby reserve to Grantor and/or its designees the right from time to time to grant, establish, amend, revoke, reinstate, and/or modify such other covenants, restrictions, easements and rights-of-way on the Property for the installation, construction, repair, maintenance, and operation of public and/or private utilities, drainage, storm water detention and management, slope, grading, storm sewer and sanitary sewer facilities, septic fields, lighting, telecommunications lines and equipment and streets, whether public or private, parking areas, and ingress and egress easements, all as may be necessary for the orderly development and use of the subject Property (collectively, "Future Easements"). However, no such Future Easements shall prevent or materially interfere with the construction of dwellings and other improvements on the Lots that comply with applicable laws and this instrument, nor extinguish or materially interfere with the easements and rights-of-way shown on the attached plat or established above in this Paragraph b.

FURTHER, in order to effectuate the purposes expressed above, Grantor, for the benefit of itself, its successors and assigns, does hereby make known, admit, publish, declare, covenant, and agree that the Lots described above and as shown on the aforesaid plat, as said plat may be further amended from time to time by Grantor, its successors and/or assigns, shall hereafter be subject to the following further covenants and restrictions which, together with all other covenants, easements, rights-of-way and agreements and restrictions herein contained or hereafter created, or shown on said plat as same may be amended, shall be taken to be real covenants running with the land and binding in perpetuity upon the Property and all owners thereof and all purchasers thereof, and all mortgagees, owners and holders of any deed of trust or mortgage upon the subject Property, or any part thereof, and upon their heirs, distributees, personal representatives, executors, administrators, successors and assigns, whether or not they are specifically agreed to in the documents constituting the chain of title to the subject Property. No amendments to the aforesaid plat shall extinguish or materially alter any of the easements, rights-of-way, covenants, agreements or restrictions established pursuant to or in this Deed (unless made by or agreed to in writing by Grantor).

1. **Formation of Homeowners' Association:**

a. Grantor has caused to be formed an incorporated association known as Kingston Creek Shores Association, Inc., a Maryland non-stock corporation (the "Association") for the maintenance of the private Kingston Shores road, said road known as Kingston Shores Lane, comprising the ingress/egress easement hereinabove established. The Association shall set such fees as are to be paid by the members of the Association and/or by the owners of the Lots, for repair, replacement, cleaning and maintenance of said road and easement and storm water management facility and the common pier and the pedestrian access trail and easement to the common pier. The corporate name of said association is "Kingston Creek Shores Association, Inc.", and it is a Maryland non-stock corporation, and is duly acknowledged and accepted to serve as the homeowners' association for Kingston Shores Subdivision created by the aforesaid plat (the "Subdivision"). The owners of each lot will have one (1) vote per lot allocable to that lot as a member of the Association (regardless of the number of owners of that lot).

The community pier has four slips. One slip shall be assigned to each purchaser of Lots 1, 2, and 3 by the grantor at the time of closing on each lot. The fourth slip will be maintained as a guest slip. Thereafter, any changes in slips shall be decided by the Association.

b. Each lot owner is required to be a member of the Association and to pay their initial contribution and their annual assessments as described below within thirty (30) days of notification by the Association. All lot owners must contribute to the fund as specified in this Article I. Increases or decreases to such assessments shall require approval by Grantor alone while it owns any of the lots, and after Grantor ceases owning any lots, such assessments shall be approved by the majority of the lot owners (based upon one vote per lot as aforesaid).

c. The Association shall maintain a fund for the payment of the costs of maintenance of the shared access easement and road and storm water management facility serving all seven Lots leading to and from Gross Drive; said road known as Kingston Shores Lane and the common pier and pedestrian access to it, all as shown on the aforesaid plat.

d. Grantor or its designated successors in interest, or assigns shall maintain at the expense of the Association the completed Kingston Shores Lane and the ingress/egress easement, storm water management facility and common pier and pedestrian access to it, (collectively, the "Common Facilities") for the Lots until all of the seven (7) lots in the Subdivision are sold by Grantor. During the time Grantor is maintaining the Common Facilities, Grantor shall not be required to make any cash or other payments or contributions for the maintenance of the Common Facilities. Grantor (while it maintains the Common Facilities) or the Association (while it maintains the Common Facilities) shall have the right to use and apply funds and assessments of the Association allocable to the Common Facilities for costs of repairs to the Common Facilities and removal of debris, snow, and ice from the road. Said Association's funds may also be used by Grantor or the Association for the maintenance and repair of the Common Facilities.

After all lots in the Subdivision are sold by the Grantor, all of Grantor's obligations under this instrument shall fully and forever terminate and the Association is authorized to and shall perform all of Grantor's obligations and functions hereunder and shall maintain, replace, repair, and manage the Kingston Shores Lane and all other Common Facilities.

e. Initial and annual cash contributions received from new lot owners during the time the Grantor is maintaining the aforesaid road and any other Common Facilities for the Property, and the herein created easements, shall be held in the appropriate fund for future use by the Association. Any unpaid assessments allocable to a given lot shall be a lien against that lot as hereinafter set forth that may be enforced by the Grantor and/or the Association. Upon conveyance of any of the individual lots from Grantor to a lot owner, each such new lot owner for Lots 1, 2, and 3 shall contribute to the Association $350.00 per lot at closing of its purchase of that lot and thereafter shall make annual contributions of $350.00 per annum per lot toward the capital reserve of the Association's fund for the maintenance of the Common Facilities. The community pier is for the use of the owners of Lots 1, 2, and 3 and their short-term guests. New lot owners for Lots 4, 5, 6, and 7 shall contribute $150.00 per lot at closing of their Lot purchase and $150.00 per lot annually thereafter.

f. Grantor, for itself and its successors and assigns, agrees that St. Mary's County, Maryland, shall be given emergency access to said Kingston Shores Lane at all times for passage of fire, police and other County emergency vehicles. This arrangement is to be perpetual.

2. **Board of Directors:** The Board of Directors of the Association (the "Board") shall initially (and until the Transfer Date, defined below) be appointed by Grantor or its designated successors or assigns and shall be comprised of three (3) members who may (but need not necessarily) be lot owners. At all times after the date (the "Transfer Date") when all of the lots in

Kingston Shores Subdivision have been sold and conveyed of record by Grantor, the Board of Directors of the Association shall be elected by the lot owners once every two (2) calendar years thereafter by majority vote, one (1) vote per lot. Cumulative voting shall not apply. Majority vote of the lot owners shall govern all proceedings of the Association and of its Board of Directors.

3. **Duration of Covenants:** These covenants shall run with the subject Property and shall be binding on Grantor, its successors in interest and assigns, and all lot owners and all persons claiming under them and the respective successors and assigns of all such parties (but only while they respectively own any one or more of the Lots or any interest therein).

Invalidation of any one or more of these covenants or restrictions by court judgment or court order, law, or governmental decree shall in no way affect the validity of the other provisions hereof, which shall remain in full force and effect. Use of plural herein shall be deemed to include the singular and use of the singular herein shall be deemed to include plural Paragraph captions are included only for convenience of reference and do not enter into the interpretation of this instrument. This Deed shall be construed under the Laws of the State of Maryland.

4. **Assignment:** Any and all rights reserved hereunder to Grantor, its successors in interest or assigns may be assigned by such party filing a Deed of Assignment in the Office of the Clerk of the Circuit Court, St. Mary's County, Maryland, designating such assignee.

5. **Violations:** Violation by a lot owner of any of these covenants, restrictions, or any future amendments, shall give rise to the following remedies which shall be vested in the Grantor and/or the Association and/or the Board of Directors thereof, or any individual lot owner, any or all of which may act;

Injunctive relief and/or remedies at law and/or in equity as granted by the Circuit Court of St. Mary's County, Maryland, or the aforesaid or any other relief that may be granted by a court of competent jurisdiction. Violation of any of these covenants shall be remedied by, and at the expense of, the lot owner (s) violating these covenants. Failure of a lot owner to correct any violations, and/or to pay any assessments or other amounts, when and as due hereunder, shall be a default and violation of these Covenants by the lot owner.

After at least fifteen (15) days written notice to the violating lot owner (s), the Grantor, the Association and/or its Board of Directors shall be entitled, in addition to its or their other rights and remedies and at its or their exclusive option (but without obligation to do so), to cure the violation at the risk and expense of the violating lot owner(s). The violating lot owner(s) shall reimburse the Grantor, the Association, and/or its Board of Directors, within 15 days of written request, all costs incurred in correcting such violations, plus 10% thereof for administrative expenses, and all court costs and reasonable attorneys' fees incurred in enforcement hereof (whether or not suit is brought). Failure to pay said amounts upon demand shall (in addition to but not in limitation of other remedies) entitle the Association to place a lien against the violating lot in the land records. This lien shall run with the subject lot. However, any such lien, and any lien described in Section 1 hereof, shall be subordinate to any applicable bona fide first mortgage or first deed of trust lien on such lot granted to a lending institution. The Association may enforce such lien by sale of the lot under the laws of Maryland, and recover the costs of such enforcement and of correcting the default or violation for which the lien was filed together with interest thereon at the highest lawful rate or the rate of ten percent (10%) per annum, whichever is less.

these covenants by executing and recording in the land records of St. Mary's County, Maryland, such amendment.

Once all of the lots have been sold by Grantor, the Board of Directors of the Association may elect to modify these covenants subject to prior written approval of the owners of at least five (5) lots within Kingston Shores Subdivision.

However, no amendment by the Board of Directors or by any or all of the Lot owners shall invalidate the requirement to maintain the Kingston Shores Road or extinguish the rights-of-way and easements herein created.

7. **Approvals**: All powers and rights of approval or consent given Grantor hereunder and exercise thereof are solely for Grantor's protection, and shall not be deemed a representation or warranty of any kind from Grantor or its agents or employees.

IN WITNESS WHEREOF, Grantor has executed and acknowledged this instrument, all done on the date first above written.

BANKS-ST. MARY'S L.L.C.
By: _____(SEAL)
William F. Banks (Manager)

COMMONWEALTH OF VIRGINIA
City ~~COUNTY~~ OF ALEXANDRIA, to-wit:

I, a Notary Public in and for the jurisdiction aforesaid, hereby certify that William F. Banks, who is personally well known to me to be the person who, as a Manager of Banks-St. Mary's L.L.C., executed the foregoing instrument, acknowledged that he signed same as the act and deed of said limited liability company for the purposes therein set forth.

GIVEN under my hand and notarial seal this _____ day of _____, 2002.

Maria A. Gowaly
Notary Public
My commission expires:
My Commission Expires August 31, 2003

BYLAWS
FOR
KINGSTON CREEK SHORES ASSOCIATION, INC.

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BY-LAWS

KINGSTON CREEK SHORES ASSOCIATION, INC.

ARTICLE I

Name and Location

Section 1. Name and Location. The name of the corporation is Kingston Creek Shores Association, Inc., a non-stock corporation formed and existing under the laws of the State of Maryland (herein referred to as the "Corporation" or the "Association"). The Corporation's principal office in the State of Maryland is c/o The Corporation Trust Incorporated at 300 East Lombard Street, Baltimore, Maryland, 21202. The principal business office address of the Corporation is located at c/o Scott Management, Inc., at 300 North Lee Street, Suite 200, Alexandria, Virginia, 22314.

ARTICLE II

Definitions

Terms and phrases herein shall have the following meanings:

Section 1. Declaration or Covenants. The Deed of Dedication, Revision and Restrictive Covenants and Easements Agreement for the Property, as same may be amended, restated, supplemented or replaced from time to time. Said Declaration was made by Banks-St.Mary's L.L.C., a Maryland limited liability company (the "Declarant"), and is established for the Property described below. Said Declaration is recorded in the Land Records of St. Mary's County, Maryland (the "Land Records") in Book 48 at Page 24.

Section 2. Property; Lots; Mortgagee. The building lots within the Property are hereinafter called the "Lots" or a "Lot" and comprise Lots numbered 1 through and including 7 as shown on the Plat of Deed of Subdivision of Kingston Shores, recorded June 15, 1999 in the Land Records in Book 48 at Page 24 (the "Property"). "Mortgage," as used herein shall include a Deed of Trust. "Mortgagee" means the holder of any Mortgage or Deed of Trust on any Lots or Lot.

Section 3. Association Documents. Means the Articles of Incorporation and Bylaws, the Declaration, a proposed Association Budget (if any) and proposed Rules and Regulations (if any).

Section 4. Common Areas. "Common Areas" or "Common Area" or "Common Facilities", as used herein means, at any given time, all of the common private roads that at any time are dedicated, created, reserved and/or established by the Declarant on the Property in order to provide means of vehicular and/or pedestrian access to the Property from public roads in the vicinity thereof, including the Road to be constructed on portions of the Property and to be known as Kingston Shores Lane, and the pedestrian path, common pier and storm water management facility.

Section 5. Common Expenses. "Common Expenses", means all expenditures lawfully made and incurred on behalf of the Association, together with all funds lawfully assessed for the creation and maintenance of reserves pursuant to the provisions of the Association Documents.

Section 6. Declaration to Prevail. The provisions of the Declaration (as same may be amended from time to time) shall prevail and control over anything to the contrary thereof in these By-Laws or in any amendment to or replacement of these By-Laws.

Section 7. Membership Approval. "Membership Approval" means approval of a matter by the affirmative vote of the Owners of at least fifty-one percent (51%) of the Lots.

ARTICLE III

Membership

Section 1. Members. Every person, entity or party which owns fee simple title a Lot within the Property (a "Lot Owner") must be a member of the Association (a "member" or "Member", or the "members" or "Members"). However, for all purposes of voting, there shall be only one (1) vote per Lot (regardless of the number of Members who at any time own such Lot).

ARTICLE IV

Meeting of Members

Section 1. Place of Meetings. Meetings of the Members (the "membership") shall be held at the principal office of the Association or at such other place designated by the Board of Directors.

Section 2. Annual Meetings. Annual meetings of the Association shall be held at such time as may be fixed from time to time by resolutions of the Board of Directors.

Section 3. Special Meetings. The President may call a special meeting of the members as directed by resolution of the Board of Directors. The notice of any special meeting shall state the time, place and purpose thereof.

Section 4. Notice of Meetings of Lot Owners. The Secretary shall send by United States mail a notice of each meeting, stating the purpose thereof as well as the time and place where it is to be held, to each member of record, at his address as it appears on the membership book of the Association.

Section 5. Quorum. The presence, either in person or by proxy, of members owning in the aggregate at least fifty-one percent (51%) of the Lots shall constitute a quorum for the transaction of business at all meetings of members.

Section 6. Adjourned Meetings. If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting to a time not less than Forty-eight (48) hours from the time the original meeting was called.

Section 7. Voting. At every meeting of the members, the person(s) or parties owning a given Lot shall collectively have one (1) vote attributable to that Lot. The vote of the members representing a majority of Lots, acting as present at the meeting, in person or by proxy shall decide any question brought before such meeting. No member shall be eligible to vote or to be elected to the Board of Directors if any payment allocable to its Lot of any financial obligation to the Association is delinquent more than thirty (30) days.

Section 8. Proxies. A member may appoint any other member, as his or her proxy to attend and vote at meetings of the Members. Any proxy must be in writing, must be acknowledged and dated and must be filed with the Secretary in form approved by the Board of Directors before the appointed time of each meeting.

ARTICLE V

Directors

Section 1. Number and Qualification. The affairs of the Association shall be governed by the Board of Directors composed of at least three (3) persons, who may (but need not necessarily) be members of the Association.

Section 2. Initial Directors. There shall be Three (3) Directors until the first annual meeting of members. The Initial Directors shall be selected by the Declarant and need not be members of the Association. The names of the Directors who shall act as such from the date upon which the Declaration is recorded among the Land Records until the first annual meeting of the members or until such time as their successors are duly chosen and qualified, are as follows: Charles M. Cook, Harald Mangold and William Heuser.

Section 3. Powers and Duties. The Board of Directors shall have all the powers and duties necessary for the administration of the affairs of the Association and/or for administration and enforcement of the Declaration, and may do all such acts and things as are not by applicable law or these By-Laws directed to be exercised and done by the members.

The foregoing enumeration of specific powers and duties shall not be deemed to limit or restrict in any manner the general powers of the Board of Directors, and the enjoyment of the exercise thereof, as conferred by the laws of the Commonwealth of Virginia.

Section 4. Election and Term of Office. The term of the Directors named in the Articles of Incorporation shall expire when their successors have been elected at the first annual meeting of members. The term of a given elected Director shall expire on the later of (i) one year after the meeting at which such Director was elected or (ii) the date of the meeting at which a successor to such Director shall be elected.

Section 6. Vacancies. Vacancies on the Board of Directors, caused by any reason other than the removal of a Director by a vote of the membership, shall be filled by vote of the majority of the remaining Directors.

Section 7. Removal of Directors. At a regular or special meeting of the membership duly called, any Director may be removed with or without cause and/or replaced by Membership Approval, effective at any time after (but in no event before) the date when the Declarant no longer owns any of the Lots or Property. However, at all times while the Declarant owns any one or more of the Lots and/or any of the Property, the Directors shall be elected and may be removed and replaced only by the Declarant. The Provisions of this Section 7 of Article V shall prevail and control over anything to the contrary thereof in these Bylaws.

Section 8. Compensation. No compensation shall be paid to Directors for their services as Directors.

Section 9. Organization Meeting. The first meeting of a newly elected Board of Directors shall be held on a date and at a place approved by a majority of the Directors.

Section 10. Regular Meetings.

a. All regular meeting of the Board of Directors shall be held only upon regularly scheduled and established dates or periods at such time and place as shall have been established by the Directors.

b. The Secretary shall maintain a current roster of names and addresses of each Lot Owner to which notices of regular meetings of the Board of Directors shall be sent at least annually. Each Lot Owner shall furnish the Board of Directors with his name and current mailing address.

Section 11. Special Meetings. Special meetings of the Board of Directors may be called by the President or by any Two (2) Directors.

Section 12. Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board of Directors shall be a Waiver of Notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting.

Section 13. Quorum. At all meetings of the Board of Directors a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors.

ARTICLE VI

Officers

Section 1. Designation. The principal Officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, all of whom shall be elected by the Board of Directors. The Directors may appoint an Assistant Secretary and an Assistant Treasurer and such other Officers as in their judgment may be necessary. The offices of Secretary and Treasurer may be filled by the same person.

Section 2. Election of Officers. The Officers of the Association shall be elected annually by the Board of Directors at the organization meeting of each new Board and shall hold office at the pleasure of the Board of Directors.

Section 3. Removal of Officers. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors called for such purpose.

Section 4. President. The President shall be the Chief Executive Officer of the Association; shall preside at all meetings of the members and of the Board of Directors; shall have all of the general powers and duties which are usually vested in the Office of President of an Association.

Section 5. Vice President. The Vice President shall take the place of the President and perform his or her duties whenever the President shall be absent or unable to act.

Section 6. Secretary. The Secretary shall keep the Minutes of all meetings of the Board of Directors and the Minutes of all meetings of the members of the Association and shall record all resolutions adopted at such meetings; shall have custody of the seal of the Association; shall have charge of the membership transfer books and of such other books and papers as the Board of Directors may direct; shall count or supervise the counting of votes at meetings of the Board and or the members and shall, in general, perform all the duties incident to the Office of Secretary.

Section 7. Treasurer. The Treasurer shall have responsibility for corporate funds and securities; shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association; and shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors.

ARTICLE VII

Liability and Indemnification of Officers and Directors

Section 1. Liability and Indemnification of Officers and Directors. The Association shall indemnify every Officer and Director of the Association and any management corporation, company or firm engaged by the Association to provide management services for the Association and/or the Common Areas (collectively, the "Indemnitees") from and against any and all expenses, including counsel fees, reasonably incurred by or imposed upon any of the Indemnitees in connection with any action, suit or other proceeding (including the settlement of any such suit or proceeding if such settlement is approved by the then Board of Directors of the Association) to which any of the Indemnitees may be made a party by reason of being or having been an Officer or Director or agent of the Association, whether or not such person is an Officer or Director or agent at the time such expenses are incurred. However, the indemnities in this paragraph shall not apply to any willful misconduct or bad faith act of such Indemnitees. The Officers and Directors and agents of the Association shall not be liable to the members of the Association for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The Officers and Directors and agents of the Association shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association or the Property (except to the extent that such Officers or Directors may also be Owners of any Lot) and the Association shall indemnify, defend and forever hold each such of the Indemnitees free and harmless from and against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any Officer or Director or agent of the Association, or former Officer or Director or agent of the Association, may be entitled.

ARTICLE VIII

Management

Section 1. Management and Common Expenses. The Association acting by and through its Board of Directors, shall manage, operate and maintain the Property and, for the benefit of the Lots and the Owners thereof, shall enforce the provisions hereof and may pay out of the common expense fund, without limitation the duties listed in Article V, Section 3.

Section 2. Management Agent. The Association may delegate any of its duties, powers or functions to a Management Agent, provided that any Management Contract entered into by the Association shall not exceed Two (2) years. The Association and the Board of Directors shall not be liable for any omission or improper exercise by a Management Agent of any such duty, power or function so delegated. The Management Contract shall provide for termination by either Management Agent or the Association without cause and without payment of termination fee on ninety (90) days (or less) written notice.

Section 3. Limitation of Liability. The Association shall not be liable for any failure of any services to be obtained by the Association or paid for out of the common expense funds, or for injury or damage to person or property caused by the elements or from any pipe, drain, conduit, appliance or equipment or its failure to carry out its obligations to maintain, repair, or replace hereunder. No diminution or abatement of common expense assessments, as herein elsewhere provided, shall be claimed or allowed for inconvenience or discomfort arising from

the making of repairs or improvements to the Common Areas or from any action taken by the Association to comply with any law, ordinance or with the order or directive of any municipal or other governmental authority.

ARTICLE IX

Assessments and Maintenance Charges

Section 1. Annual Assessments and Maintenance Charges. Subject to the limitation contained in Section 2 of this Article, each member shall pay to the Association a monthly or quarterly sum (hereinafter sometimes referred to as "Maintenance Charges", "Carrying Charges" or "Assessments") of the member's proportionate share of the sum required by the Association, as estimated by its Board of Directors to meet its annual expenses, including, but in no way limited to, the following:

a. The cost of all operating expenses of the Association.

b. The amount of all taxes and assessments levied against the Association or upon any property which it may own or which it is otherwise required to pay, if any.

c. The cost of such insurance as the Association may effect.

d. The cost of furnishing electricity, garbage and trash collection and/or other utilities to the extent furnished by the Association.

e. The cost of funding all reserves established by the Association, including, when appropriate, a general operating reserve and/or a reserve for replacements. The amount of any assessment required for payment on any capital expenditure of the Association shall in the discretion of the Board of Directors be credited upon the books of the Association to the "paid-in surplus account" as a capital contribution by members.

f. The estimated cost of repairs, maintenance and replacements of the Common Areas to be made by the Association. The Board of Directors shall determine the amount of the assessment annually, but may do so at more frequent intervals should circumstances so require.

g. All such assessments as are required under the Declaration.

Section 2. Preparation and Approval of Budget. Each year at least thirty (30) days before the adoption of a budget for the Property, the Board of Directors may (but shall not be obligated to) cause to be prepared and submitted to the Lot Owners a proposed annual budget for the next fiscal year of the Association. Any such proposed annual budget shall contain, at a minimum, an estimate of the total amount of income the Association expects to receive, as well as an estimate of expenses for administration, maintenance, utilities, general expenses, reserves, and capital items that are expected for the next fiscal year. The budget shall be adopted at an open meeting of the Board of Directors. The Board of Directors shall thereafter

ten percent (10%) per annum. The Association may bring an action at law against the Lot Owner personally obligated to pay the same. In the event an action at law is brought against the Lot Owner, interest, costs and reasonable attorneys' fees shall be added to the amount of each assessment.

Section 7. Assessment Certificates. The Association shall upon demand at any time furnish to any member liable for any assessment levied pursuant to these By-Laws (or any other party legitimately interested in the same) a Certificate in writing signed by an Officer or management agent of the Association, setting forth the amount and the status of said assessment, i.e., whether the same is paid or unpaid. Such Certificate shall be conclusive evidence of the payment of any assessment therein stated to have been paid. A reasonable charge may be levied in advance by the Association for each Certificate so delivered.

Section 8. Acceleration of Installments. Upon default in the payment of any one or more installments of any assessment levied pursuant to these By-Laws, or any other installment thereof, the entire balance of said assessment may be accelerated at the option of the Board of Directors and declared due and payable in full.

Section 9. Priority of Lien. The lien established by this ARTICLE IX shall have preference over any other assessments, liens, judgments or charges of whatever nature, except the following:

a. The liens for real estate taxes and county and municipal assessments or charges against the Property unit; and

b. The liens of any Deeds of Trust, mortgage instruments or encumbrances duly recorded on the Property Lot prior to the due date of such assessment or the due date of the first installment on such assessment of the lien thereon or duly recorded on said Lot after receipt of a written statement from the Board of Directors reflecting that payments on said lien were current as of the date of recordation of said Deed of Trust, mortgage instrument or encumbrance, all as hereinafter specifically provided.

Section 10. Subordination and Mortgage Protection. Notwithstanding any other provisions hereof to the contrary, the lien of any assessment levied pursuant to these By-Laws upon any Lot on the Property shall be subordinate to, and shall in no way affect the rights of the Holder of any indebtedness secured by any recorded Mortgage upon such interest made in good faith and for value received; provided, however, that such subordination shall apply only to assessments which have become due and payable prior to a sale or transfer of such Lot pursuant to a decree of foreclosure, or pursuant to any other proceeding in lieu of foreclosure.

ARTICLE X

Fiscal Management

Section 1. Fiscal Year. The Fiscal Year of the Association shall begin on the first day of January every year, except that the First Fiscal Year of the Association shall begin at the date

of incorporation. The commencement date of the Fiscal Year herein established shall be subject to change by the Board of Directors should corporate practice subsequently dictate.

Section 2. Books and Accounts. Books and accounts of the Association shall be kept under the direction of the Treasurer in accordance with good accounting practices. The same shall include books with detailed accounts, in chronological order, of receipts and of the expenditures affecting the Property and its administration and shall specify the maintenance and repair expenses of the Common Areas and services and any other expenses incurred.

Section 3. Auditing. At the close of each Fiscal Year, the books and records of the Association shall be prepared by an independent Certified Public Accountant whose report shall be prepared and certified in accordance with generally accepted auditing standards. Based upon such report, the Association shall furnish its members with an Annual Financial Statement, including the income and disbursements of the Association.

Section 4. Inspection of Books. The books and accounts of the Association, and vouchers accrediting the entries made thereupon, shall be available for examination by the members of the Association, and/or their duly authorized agents or attorneys, and to the Institutional Holder of any First Mortgage on any Lot and its duly authorized agents and/or attorneys, during normal business hours and for purposes reasonably related to their interests as members.

Section 5. Execution of Corporate Documents. With the prior authorization of the Board of Directors, all Notes and Contracts shall be executed on behalf of the Association by either the President or Vice President, and all checks shall be executed on behalf of the Association by such Officers, Agents or other persons as are from time to time so authorized by the Board of Directors.

Section 6. Seal. The Board of Directors shall provide a suitable Corporate Seal containing the name of the Association, which Seal shall be in the charge of the Secretary. If so directed by the Board of Directors, a duplicate of the Seal may be kept and used by the Treasurer or any Assistant Secretary or Assistant Treasurer.

ARTICLE XI

Amendment

Amendments. These By-Laws may be amended by Membership Approval.

ARTICLE XII

Mortgages - Notices

Section 1. Notice to Board of Directors. Upon request, a Lot Owner who mortgages such Lot Owner's Lot shall promptly notify the Board of Directors of the name and address of his Mortgagee, and, if requested so to do, shall file a conformed copy of such Mortgage with the

Board of Directors. The Board of Directors shall maintain suitable records pertaining to such Mortgages.

ARTICLE XIII

Compliance - Interpretation - Miscellaneous

Section 1. Conflict. These By-Laws are subordinate and subject to all provisions of the Declaration. All of the terms hereof, except where clearly repugnant to the context, shall have the same meaning as in the Declaration. In the event of any conflict between these By-Laws and the Declaration, the provisions of the Declaration shall control.

Section 2. Resident Agent. A Resident Agent for the Association, who shall be a citizen and actual resident of the State of Maryland or a corporation duly registered or qualified to do business in the State of Maryland, shall be appointed and his or its name and address shall be filed with the Maryland State Department of Assessments and Taxation (the "SDAT"). The name or address of the Resident Agent may be changed by the Board of Directors of the Association by filing a notice of such change with the SDAT.

Section 3. Annual Registration. The Directors or Officers of the Association shall cause the Association to timely file with the SDAT such annual reports and other documents and to pay to the SDAT such annual fees, as are required by applicable law.

Section 4. Severability. In the event any provision or provisions of these By-Laws shall be determined to be invalid, void or unenforceable, such determination shall not render invalid, void or unenforceable any other provisions hereof which can be given effect.

Section 5. Waiver. No restriction, condition, obligation or provision of these By-Laws shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.

Section 6. Captions. The captions contained in these By-Laws are for convenience only and are not a part of these By-Laws and are not intended in any way to limit or enlarge the terms and provisions of these By-Laws.

Section 7. Gender, etc. Whenever in these By-Laws the context so requires, the singular number shall include the plural and the converse; and the use of any gender shall be deemed to include all genders.

Section 8. Notices. Unless another type of notice is herein elsewhere specifically provided for, any and all notices called for in the Declaration and these By-Laws shall be given in writing.

INFORMAL ACTION OF THE BOARD OF DIRECTORS OF AVENMAR COMMUNITY ASSOCIATION, INC. AUTHORIZING AMENDMENT TO BYLAWS

Dated: May 22, 2002

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

WHEREAS, That the Board of Directors of the Association voted to amend Section 7 of ARTICLE VII of the Bylaws of the Association to strike the last sentence thereof which reads as follows: "No person shall simultaneously hold the office of President and any other office except in the case of special offices created pursuant to Section 4 of this Article."

RECORDING FEE 5.00
TOTAL 5.00
Rec# 54062 Rcpt # 53740
EMA KAL Blk # 1003
Jul 18, 2002 12:02 PM

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

RESOLVED, That Section 7 of ARTICLE VIII of the Bylaws of the Association be and is hereby amended by striking the last sentence thereof so that Section 7 now reads as follows:

"Section 7. Multiple Offices. The offices of Secretary, Assistant Secretary, Treasurer, Assistant Treasurer, Vice President and Assistant Vice President may be held by the same person, but 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 of these Bylaws to be executed, acknowledged or verified by two (2) or more officers."

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

WITNESS the execution hereof the day and year first above written.

WITNESS:

Donna M. Hatton

Donna M. Hatton

BOARD OF DIRECTORS:

D. S. Fagundo

The Law Office of
DUGAN, MCKISSICK & WOOD, L.L.C.
22738 Maple Road, Suite 101
Lexington Park, MD 20653
Ph: (301) 862-3764
Fax: (301) 862-3789

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

The undersigned constituting all of the members of the Control Committee of AVENMAR COMMUNITY ASSOCIATION, INC., as designated by the Declarant, Avenmar Limited Partnership, a Maryland Limited Partnership, do hereby take the actions below set forth, and to evidence their waiver of any right to dissent from such actions, do hereby consent as follows:

RECORDING FEE 15.00
TOTAL 15.00

WHEREAS, pursuant to a Resolution dated December 20, 1992, the Control Committee adopted Architectural Guidelines and Architectural Review Process, which is recorded among the Homeowners Association Depository of St. Mary's County, Maryland at Liber No. 002, folio 439 (the "Architectural Regulations");

Rec# 5902 Rcpt # 53740
EMA KAE Blk # 1810

WHEREAS, by Resolution dated March 10, 1994, the aforesaid Architectural Regulations were amended by the First Amendment to Architectural Guidelines and Architectural Review Process, which is recorded among the aforesaid Homeowners Association Depository at Liber No. 003, folio 06;

Jul 18, 2002 12:03 PM

WHEREAS, by Resolution dated August 18, 1995, the aforesaid Architectural Regulations were amended by the Second Amendment to Architectural Guidelines and Architectural Review Process, which is recorded among the aforesaid Homeowners Association Depository at Liber No. 003, folio 251;

WHEREAS, Section 5.04 of the Declaration of Covenants, Conditions and Restrictions for the Avenmar Community Association, Inc., recorded among the Land Records of St. Mary's County, Maryland at Liber No. 713, folio 257, provides that the Control Committee has the authority from time to time to adopt architectural rules and regulations;

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

NOW THEREFORE, be it:

RESOLVED, that the section entitled ***"BASKETBALL BACKBOARDS"*** on page 9 of the Architectural Regulations is hereby deleted in its entirety and inserted in lieu thereof is the following:

BASKETBALL BACKBOARDS

General Conditions
The siting of basketball backboards involves the concerns of visibility and noise.

Specifications

Location:

Specific locations are listed below in order of preference:

1. Rear yard
2. Side of driveway
3. Centered on garage

Materials:

In all cases where basketball equipment is to be associated with the driveway at the side of the house, the Association has determined that clear Plexiglas type backboards offer the least intrusion aesthetically. Opaque surfaces are acceptable as long as the color of the backboard is neutral. For example, white, black, grey or dark green would be acceptable. Poles should be neutral in color as well. No brightly colored surfaces are acceptable.

Screening:

The Association may require screening.

Application

Your application should include:

* Site plan showing the location of the basketball backboard, pole and court area and the related landscape screening, if required;

* Description of the backboard and pole, including colors.

RESOLVED, that in the section entitled **"LANDSCAPING AND TREE REMOVAL"** on page 13, the second paragraph of the subsection **"Specifications"** which reads "Planting of flowers by the owner is acceptable without making application to the CC, if the flowers are tasteful and blend well with the existing landscaping. While it is difficult to imagine any flowers being in poor taste, one example of flowers the CC would prohibit are the giant sunflowers which grow several feet from the ground." is deleted in its entirety and inserted in lieu thereof is the following sentence:

> "Planting of flowers by the owner is acceptable without making application to the CC, if the flowers are tasteful and blend well with the existing landscaping."

RESOLVED, that the section entitled ***"PLAY EQUIPMENT"*** on page 16 of the Architectural Regulations is hereby deleted in its entirety and inserted in lieu thereof is the following:

PLAY EQUIPMENT

General Considerations
Respect for neighbors and the aesthetic quality of the Avenmar Community must be given due consideration. Such equipment may be placed on lots in such a manner as not to constitute a nuisance to adjoining homeowners and upon approval from the Association. Screening may be required.

Specifications
The Association prefers that play equipment be constructed predominantly of wood and left to weather naturally. Other material will be subject to approval on a lot-by-lot basis.

The subject of basketball equipment is addressed in a previous section of this booklet.

All homeowners desiring to install any children's play equipment, including basketball equipment and screening, must submit an application and be granted formal approval prior to installation.

Application
Your application should include:

* A detailed drawing or catalog sheet which shows play equipment, including dimensions and color; and

* A plan showing the location of the play equipment, the existing home, and all other lot improvements and distances from property lines; and

* Landscape plan showing any required screening.

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

WITNESS, the hands of the Control Committee of Avenmar Community Association, Inc. this 22nd day of May, 2002.

DONALD S. FRANYO, President

BOOK 0007 PAGE 0123

AMENDED BYLAWS
OF
AVENMAR COMMUNITY ASSOCIATION, INC.

ARTICLE I
Name and Location

The name of the corporation is **AVENMAR COMMUNITY ASSOCIATION, INC.**. hereinafter referred to as the "Association." The principal office of the corporation shall be located at 41165 Heron's Way, Leonardtown, Maryland 20650, 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.

RECORDING FEE 25.00
TOTAL 25.00
Rec# 5902 Rcpt # 53740
EWA KAL Blk # 1811
Jul 18, 2002 12:04 PM

ARTICLE II
Definitions

Section 1. "Association" shall mean and refer to AVENMAR COMMUNITY ASSOCIATION, INC., a non-stock, non-profit Maryland Corporation, its successors and assigns.

Section 2. "Board" shall mean the Board of Directors of the Association.

Section 3. "Common Area" shall mean all personal and real property (including improvements thereto) owned by the Association for the common use and enjoyment of the Owners or any portion of the Owners.

Section 4. "Declarant" shall mean and refer to AVENMAR LIMITED PARTNERSHIP, a Maryland Limited Partnership, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development, but only to the extent that any of the rights, reservations, easements, interests, exemptions, privileges and powers of the Declarant are specifically assigned or transferred to such successors or assigns in a written and recorded document.

Section 5. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Property recorded among the Land Records for St. Mary's County, Maryland, including amendments and supplements thereto.

Section 6. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Property on which it is intended that a dwelling be constructed.

Section 7. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

Section 8. "Mortgagee" shall mean the holder of any recorded mortgage, or the party secured or beneficiary of any recorded deed of trust, encumbering one or more of the Lots.

"Mortgage", as used herein, shall include deed of trust. "First Mortgage", as used herein, shall mean a mortgage with priority over all other mortgages. As used in these Bylaws, the term "mortgagee" shall mean any mortgagee and shall not be limited to institutional mortgagees. As used in these Bylaws, the term "institutional mortgagee" or "institutional holder" shall include banks, trust companies, insurance companies, mortgage insurance companies, savings and loan associations, trusts, mutual savings banks, credit unions, pension funds, mortgage companies, Federal National Mortgage Association ("FNMA"), Federal Home Loan Mortgage Corporation ("FHLMC"), all corporations and any agency or department of the United States Government or of any state or municipal government, or any other organization or entity which has a security interest in any Lot. As used in these Bylaws, the term "holder" or "mortgagee" shall include the parties secured by any deed of trust or any beneficiary thereof, or any other organization or entity which has a security interest in any Lot.

Section 9. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding contract buyers and those having an interest merely as security for the performance of an obligation.

Section 10. "Property" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 11. All other defined terms used in these Bylaws shall have the same meaning as ascribed to them in the Declaration of Covenants, Conditions and Restrictions for the Avenmar Community Association recorded among the land records of St. Mary's County, Maryland, as amended from time to time, unless a different meaning is clearly evident from the context used herein.

ARTICLE III
Meeting of Members

Section 1. Annual Meetings. The first annual meeting of the Members shall be held within twelve (12) months from the date of filing of the Articles of Incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held each year thereafter on such reasonably similar date as may be selected by the Board of Directors.

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

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least seven (7) days (but not more than sixty (60) days) before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association

for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, another meeting may be called subject to the same notice requirement and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. Such process may be repeated until a quorum is obtained.

Section 5. Voting. At every meeting of the Members, each Class A Member shall have the right to cast one (1) vote for each Class A membership which he/she owns on each question, with each Lot, other than those owned by Declarant, being one Class A membership. Each of the Class B Members shall have the right to cast one (1) vote for each Class B membership which he/she owns on each question. The vote of the Members representing fifty-one percent (51%) of the total of the votes of all of the memberships 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 law or of the Articles of Incorporation, or of the Declaration or of these Bylaws, a different vote is required, in which case such express provision shall govern and control. The vote for any membership which is owned by more than one person may be exercised by any of the co-owners present at any meeting unless any objection or protest by any other Owner of such membership is noted at such meeting. In the event all of the co-owners of any membership who are present at any meeting of the Members are unable to agree on the manner in which the votes for such membership 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 an Assistant Secretary of such corporation and filed with the Secretary of the Association, prior to or during the meeting. The vote for any membership which is owned by a trust or partnership may be exercised by any trustee or partner thereof, as the case may be, and, unless any objection or protest by any other such trustee or partner is noted at such meeting, the Chairman of such meeting shall have no duty to inquire as to the authority of the person casting such vote or votes. No Class A Member shall be eligible to vote, either in person or by proxy, or to be elected to the Board of Directors, who is shown on the books or management accounts of the Association to be more than sixty (60) days delinquent in any payment due the Association.

Section 6. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot. No proxy shall be valid after eleven (11) months from its date, unless otherwise provided in the proxy. Any proxy must be in writing and must be filed with the Secretary in form approved by the Board of Directors before the appointed time of each meeting. Any written proxy which conforms with the applicable laws of Maryland shall be satisfactory and approved as to form by the Board of Directors.

Section 7. Rights of Mortgagees. Any institutional mortgagee of any Lot who desires notice of the annual and special meetings of the Members shall notify the Secretary to that effect by Registered Mail .Return Receipt Requested. Any such notice shall contain the name and post office address of such institutional mortgagee and the name of the person to whom notice of the annual and special meetings of the Members should be addressed. The Secretary of the Association shall maintain a roster of all institutional mortgagees from whom such notices are received and it shall be the duty of the Secretary to mail or otherwise cause the delivery of a notice of each annual or special meeting of the Members to each such institutional mortgagee in the same manner, and subject to the same requirements and limitations as are 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 Chairman in advance of the meeting, address the Members present at any such meeting. Such representative shall have no voting rights at any such meeting. Such representative shall be entitled to copies of the minutes of all meetings of the Members upon request made in writing to the Secretary.

ARTICLE IV
Board of Directors: Selection: Term of Office

Section 1. Number. The affairs of the Association shall be managed by a Board of Directors initially consisting of three (3) natural persons who shall be designated by the Declarant and who shall hold office until the election of their successors at the first annual meeting of the Members of the Association. The names of the initial Directors are set forth in the Articles of Incorporation of the Association.

Commencing with the first annual meeting of the Association, the Board of Directors shall consist of an uneven number of not less than three (3) nor more than five (5) Members (which for purposes of elections to the Board of Directors shall include employees or agents of the Declarant) who shall be elected by the Members of the Association. Prior to the lapse of all of the Class B memberships as provided for in the Articles of Incorporation and the Declaration, the number of Directors shall be determined from time to time by a vote of the initial Directors named by the Declarant; thereafter the number of Directors shall be determined by a vote of the Members at the annual meeting of Members and the number of Directors may be changed by a vote of the Members at any subsequent annual or special meeting of the Members; provided, however, that (a) the limitations of this Section shall continue to apply; and (b) no such change shall operate to curtail or extend the term of any incumbent Director.

Notwithstanding anything to the contrary contained herein, the Declarant, and its successors and assigns, shall be reserved the right to elect or appoint a majority of the Directors until the lapse of the Class B memberships, as provided for in the Declaration and Articles of Incorporation. A majority of the Board of Directors (after lapse of the Class B memberships as provided for in the Articles of Incorporation and the Declaration) shall be Members of the Association.

Section 2. Term of Office. At the first annual meeting of the Members, the Members shall elect the Board of Directors and the term of office of the Director receiving the greatest number of votes shall be fixed for three (3) years. The term of office of the Director receiving the second greatest number of votes shall be fixed for two (2) years and the term of office of the other Director or Directors shall be fixed for one (1) year. At the expiration of the initial term of office of each respective Director, his successor shall be elected to serve a term of three (3) years. In the alternative, the membership may, by resolution duly made and adopted at the first annual meeting of Members, or at any subsequent annual meeting, resolve to fix the term for each Director elected at any such meeting at one (1) year. Directors shall hold office until their successors have been elected and hold their first regular meeting.

Section 3. Removal. After the first annual meeting of the Members, any Director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. Prior to the first annual meeting of the Members, any Director may be removed from the Board, with or without cause, by the Declarant. the event of death, resignation or removal of a Director, his successor shall be selected by the remaining Members of the Board and shall serve for the unexpired term of his predecessor.

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

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

ARTICLE V
Nomination and Election of Directors

Section 1. Nomination. Nomination for election to the Board of Directors, commencing with the first annual meeting of Members, may be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee, if utilized, shall consist of a Chairman, who shall be a Member of the Board of Directors, and two or more Members of the Association (which may include Declarant' s representatives). The Nominating Committee may be appointed by the Board of Directors prior to each annual meeting of the Members and such appointment shall be announced at each annual meeting. The Nominating Committee may 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 and non-members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes

as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI
Meetings of Directors

Section 1. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. but at least two (2) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, telephone or telegraph, at least six (6) days prior to the date named for such meeting.

Section 2. Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) days' notice of each Director, given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of any two (2) of the Directors.

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

Section 4. Rights of Mortgagees. Any institutional mortgagee of any Lot who desires notice of the regular and special meetings of the Board of Directors 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 of Directors 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 of Directors 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 of Directors. Any such institutional mortgagee shall be entitled to designate a representative to attend any regular or special meeting of the Board of Directors and such representatives 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 of Directors present at any such meeting. Such representative shall be entitled to copies of the minutes of all meetings of the Board of Directors upon request made in writing to the Secretary.

Section 5. Fidelity Bonds. To the extent reasonably available and not an excessive cost. the Board of Directors may require that all officers, Directors and employees of the Association regularly handling or otherwise responsible for the funds of the Association shall furnish adequate fidelity bonds or equivalent insurance against acts of dishonesty. The premiums on such bonds or insurance shall be paid by the Association.

ARTICLE VII
Powers and Duties of the Board of Directors

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

(a) adopt and publish rules 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 Common Area and 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 a non-continuing infraction of published rules or for the duration of any continuing infraction of published rules;

(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 Bylaws, 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) borrow money for the purpose of (i) improving the Common Area in a manner designed to promote the enjoyment and welfare of the Members and in aid thereof to mortgage any of the Common Area, or (ii) for such other purposes deemed desirable by the Board of Directors; provided, however, that the consent of a majority of each class of the Members is obtained; and

(g) lease all or a portion of the equestrian center and related Common Area on any terms and conditions the Board of Directors deems appropriate.

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

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

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

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

(1) fix the amount of the annual assessment against each Lot (including, without limitation, General Assessments and Specific Assessments as provided in the Declaration) at least thirty (30) days in advance of each annual assessment period;

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

(3) foreclose the lien, in accordance with the Maryland Contract Lien Act, against any property for which assessments are not paid within a set number of days after the due date, as determined by the Board, or to bring an action at law against the Owner personally obligated to pay the same;

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

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association, as determined in the Board's reasonable discretion;

(f) determine whether the officers and employees having fiscal responsibilities should be bonded, and if it is determined they should be, then to procure such insurance in the amounts and on terms as it may deem appropriate, subject to the limitations contained herein and in the Declaration;

(g) cause the Common Area to be maintained;

(h) otherwise perform or cause to be performed the functions and obligations of the Board and the Association as provided for in the Declaration and Articles of Incorporation and these Bylaws, including collection of assessments payable pursuant to any cross easement or other similar agreement and periodically employing an insurance consultant if the Board of Director deems it necessary to do so in order to analyze the insurance requirements of the Association.

Section 3. Management Agent. The Board of Directors may employ for the Association a management agent and/or manager, either on-site or off (the "Manager" or "Management Agent"), at a rate of compensation established by the Board of Directors, to perform such duties and services as the Board of Directors shall from time to time authorize. Any management agreement entered into by the Association shall provide, inter alia, that such agreement may be terminated for cause by either party upon thirty (30) days' written notice thereof to the other party and without cause upon ninety (90) days notice. The term of any such management agreement shall not exceed one year; provided, however, that the term of any such management agreement may be renewable by mutual agreement of the parties for successive one-year periods.

ARTICLE VIII
Officers and Their Duties

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

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members; provided that the initial Board of Directors shall elect the first group of officers at its first organizational meeting.

Section 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 his/her successor is duly elected and qualified, unless he/she shall sooner resign, or shall be removed, or otherwise disqualified to serve.

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

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

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

Section 7. Multiple Offices. The offices of Secretary, Assistant Secretary, Treasurer, Assistant Treasurer, Vice President and Assistant Vice President may be held by the same person, but 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 Bylaws to be executed, acknowledged or verified by two (2) or more officers.

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

President

(a) The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other similar written instruments and shall co-sign all checks and promissory notes of $2,000.00 or more.

Vice President

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

Secretary

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

Treasurer

(d) The Treasurer shall receive and deposit in appropriate bank accounts all moneys of the Association and shall disburse such funds as directed by resolution of the Board of Directors; may sign all checks and promissory notes of the Association under $2,000.00; shall co-sign all checks and promissory notes of $2,000.00 or more; keep proper books of account, cause an annual audit of the Association books to be made by an accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members.

ARTICLE IX
Liability and Indemnification of Officers and Directors

The Association shall indemnify every person who is or was an officer or Director of the Association and who was, is, or is threatened to be, made a named defendant or respondent in any threatened, pending or completed action, suit or proceeding by reason of service in that capacity, whether civil, criminal, administrative or investigative, if that person reasonably believed (a) in the case of conduct in that person's official capacity, that the conduct was in the interests of the Association; and (b) in all other cases that the conduct was at least not opposed to the interests of the Association; and (c) in the case of any criminal proceeding, had no reasonable cause to believe that the conduct was unlawful. The indemnification provided for in this Article, includes, but is not limited to, judgments, penalties, fines, settlements and reasonable expenses actually incurred in connection with any such threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative; provided, however, that if any such action, suit or proceeding was one by or in the right of the Association, indemnification shall be made only against reasonable expenses and shall not be made in respect of any proceeding in which the person otherwise entitled to indemnification pursuant to the provisions of this Article have been adjudged to be liable to the Association. A person who is or was an officer or Director of the Association is not indemnified under the provisions of this Article in respect of any completed action, suit or proceeding charging improper personal benefit to that

person, whether or not involving action in that person's official capacity, in which the person was adjudged to be liable mainly on the basis that personal benefit was materially and improperly received. The provisions of this Article are intended to provide every person who is or was an officer or Director of the Association and who was, is or is threatened to be made a named defendant or respondent in any threatened, pending or completed action, suit or proceeding by reason of service in that capacity, with indemnification to the extent permitted in Section 2-418(b) of Title 2, Corporations and Associations Article, Annotated Code of Maryland, as from time to time amended or superseded. Any determination as to whether this indemnification is applicable shall be made in the manner provided in Section 2-418(e) of Title 2, Corporations and Associations Article, Annotated Code of Maryland, as from time to time amended or superseded. Reasonable expenses incurred by any person who is or was an officer or Director of the Association and who is a party to any threatened, pending or completed action, suit or proceeding by reason of service in that capacity, may be paid or reimbursed by the Association in advance of the final disposition of that proceeding, after a determination that the fact then known to those making the determination would not preclude indemnification under this Article, upon receipt by the Association of:

(a) a written affirmation by that person of that person's good faith belief that the standard of conduct necessary for indemnification by the Association as authorized in this Article has been met; and

(b) a written undertaking by or on behalf of that person to repay the amount if it shall ultimately be determined that the standard of conduct necessary for indemnification by the Association as authorized in this Article has not been met. The undertaking required by this subparagraph (b) shall be an unlimited general obligation of the person making it but need not be secured and may be accepted without reference to financial ability to make the repayment.

Determination and authorization of payments under this Article shall be in the manner specified in Section 2-418(e) of Title 2, Corporations and Associations Article, Annotated Code of Maryland, as from time to time amended or superseded. The officers and Directors of the Association shall not be liable to the Association for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The officers and Directors of the Association shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association except to the extent that such officers or Directors may also be Class A Members of the Association, and the Association shall indemnify and forever hold each such officer and Director free and harmless against any and all liability to others on account of any such contract or commitment; except as aforesaid. The provisions of this Article do not limit the power of the Association to pay or reimburse expenses incurred by any person who is an officer or Director of the Association in connection with an appearance as a witness in any proceeding by reason of service in that capacity, or otherwise involving the Association, when that person has not been made a named defendant or respondent in the proceeding. Any right to indemnification provided for in this Article shall be in addition to, and not exclusive of, any other rights to which any person who is an officer or Director of the Association may be entitled by law, or otherwise. The Association may purchase and maintain insurance on behalf of any person who is or was an officer or Director of the Association against any liability asserted against and incurred by such person in any such capacity or arising out of such person's position, whether or not the Association would have the

power to indemnify against such liability pursuant to the provisions of this Article, or otherwise. Any indemnification of, or advance of expenses to, any person in accordance with the provisions of this Article, if arising out of a proceeding by or in the right of the Association, shall be reported in writing to the Members of the Association with notice of the next annual meeting of Members of the Association.

The Directors shall exercise their powers and duties in good faith and with a view to the interests of the Association. A contract or other transaction between the Association and any of its Directors, or between the Association and any corporation, firm or other entity in which any of its Directors is a director or has a material financial interest is not void or voidable solely because of the common directorship or interest, or because the Director is present at the meeting of the Board of Directors which authorizes, approves or ratifies the contract or transaction, or because the vote of the Director was counted for the authorization, approval or ratification of the contract or transaction, if any of the following conditions exist:

(a) the fact of the common directorship or interest is disclosed or known to the Board of Directors and the Board of Directors authorizes, approves or ratifies the contract or transaction by the affirmative vote of a majority of disinterested Directors, even if the disinterested Directors constitute less than a quorum; or

(b) the fact of the common directorship or interest is disclosed or known to the Members of the Association entitled to vote, and the contract or transaction is authorized, approved or ratified by a majority of the votes cast by the Members entitled to vote other than the votes appurtenant to memberships owned by the interested Director or corporation, firm or other entity; or

(c) the contract or transaction is fair and reasonable to the Association at the time it was authorized, approved or ratified.

Common or interested Directors or the votes which they are entitled to cast or which are entitled to be cast by an interested corporation, firm or other entity, may be counted in determining the presence of a quorum at a meeting of the Board of Directors or at a meeting of the Members, as the circumstances may require, at which the contract or transaction is authorized, approved or ratified. If a contract or transaction is not authorized, approved or ratified in the manner provided for in subparagraphs (a) or (b) of this Paragraph, the person asserting the validity of the contract or transaction bears the burden of proving that the contract or transaction was fair and reasonable to the Association at the time it was authorized, approved or ratified.

ARTICLE X
Committees

If and when the Declarant assigns the Control Committee's powers, rights and duties to the Association, the Association shall appoint a Control Committee, as provided in the Declaration, and may appoint a Nominating Committee, as provided in these Bylaws. In

addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE XI
Insurance

Section 1. Insurance. In addition to the insurance coverage required to be maintained by the Declaration, the Board of Directors of the Association may obtain and maintain, to the extent reasonably available, the following:

(a) Workmen's compensation insurance for employees of the Association to the extent necessary to comply with any applicable law; and

(b) A "Legal Expense Indemnity Endorsement", or its equivalent, 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, judgment or cause of action to which any such officer or Director shall have been made a party by reason of his or her services as such; and

(c) Such other policies of insurance, including director and officer liability insurance and insurance for other risks of a similar or dissimilar nature and fidelity coverage as may be required by these Bylaws, as are or shall hereafter be considered appropriate by the Board of Directors.

Section 2. Limitations. An insurance obtained pursuant to the requirements of this Article shall be subject to the following provisions unless unavailable or only available at a cost deemed excessive by the Board in their discretion:

(a) All policies shall be written or reinsured with a company or companies licensed to do business in the State of Maryland and holding a rating of "A+AA" or better in the current edition of Best's Insurance Guide.

(b) Exclusive authority to negotiate losses under said policies shall be vested in the Board of Directors of the Association, or its authorized representative.

(c) In no event shall the insurance coverage obtained and maintained pursuant to the requirements of this Article be brought into contribution with insurance purchased by the Owners of the Lots or their mortgagees, as herein permitted, and any "no other insurance" or similar clause in any policy obtained by the Association pursuant to the requirements of this Article shall exclude such policies from consideration.

(d) All policies shall provide that such policies may not be canceled or substantially modified (including cancellation for non-payment of premium) without at least thirty (30) days' prior written notice to any and all insureds named thereon, including any mortgagee of any Lot who requests such notice in writing.

(e) All policies shall contain a waiver of subrogation by the insurer as to any and all claims against the Association, the Board of Directors, the Members of the Association and their respective agents, employees or tenants, and of any defenses based upon co-insurance or invalidity arising from the acts of the insured.

ARTICLE XII
Books and Records/Fiscal Management

Section 1. Fiscal Year. The fiscal year of the Association shall begin on the first day of January every year, except for the first fiscal year of the Association which shall begin at the date of recordation of the Declaration among the Land Records for St. Mary's County, Maryland. The commencement date of the fiscal year herein established shall be subject to change by the Board of Directors should the practice of the Association subsequently dictate.

Section 2. Principal Office - Change of Same. The principal office of the Association shall be as set forth in Article II of the Articles of Incorporation of the Association. The Board of Directors, by appropriate resolution, shall have the authority to change the location of the principal office of the Association from time to time.

Section 3. Books and Accounts. Books and accounts of the Association shall be kept under the direction of the Treasurer in accordance with generally accepted accounting practices, consistently applied. The same shall include books with detailed accounts, in chronological order, of receipts and of the expenditures and other transactions of the Association and its administration and shall specify the maintenance and repair expenses of the Common Area and recreational facilities, services required or provided with respect to the same and any other expenses incurred by the Association. The amount of any assessment or portion of any assessment, required for payment of any capital expenditure or reserves of the Association shall be credited upon the books of the Association to the "Paid-in-Surplus" account as a capital contribution by the Members.

Section 4. Auditing. At the close of each fiscal year, the books and records of the Association may be audited by an independent Public Accountant whose report shall be prepared in accordance with generally accepted auditing standards, consistently applied. After the lapse of the Class B membership and based upon such report, the Association shall furnish the Members and any mortgagee requesting the same with an annual financial statement, including the income and disbursements of the Association, within one hundred fifty (150) days following the end of each fiscal year.

Section 5. Inspection of Books. The books and accounts of the Association, vouchers accrediting the entries made thereupon and all other records maintained by the Association shall be available for examination by the Members and their duly authorized agents or attorneys, and to the institutional holder of any first mortgage on any Lot and its duly authorized agents or attorneys, during normal business hours and for purposes reasonably related to their respective interests and after reasonable notice. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XIII
Assessments

As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within fifteen (15) days after the due date, the Board of Directors shall have the power to charge a reasonable late fee charge and the assessment may bear interest from the date of delinquency at the maximum rate permitted by law 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, late fee charges and reasonable attorneys' fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

ARTICLE XIV
Corporate Seal

The Association may have a seal in circular form having within its circumference the words: AVENMAR COMMUNITY ASSOCIATION, INC., a Maryland corporation.

ARTICLE XV
Amendments

These Bylaws may be amended, (i) upon the lapse of the Class B Membership 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, or (ii) as long as there is a Class B membership, by the Board of Directors without the consent of any Owner.

ARTICLE XVI
Interpretation/Miscellaneous

Section 1. Conflict. These Bylaws are subordinate and subject to all provisions of the Declaration and to the provisions of the Articles of Incorporation of the Association. All of the terms hereof, except where clearly repugnant to the context, shall have the same meaning as they are defined to have in the Declaration. 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 of Incorporation of the Association, the provisions of the Articles of Incorporation shall control.

Section 2. Notices. Unless another type of notice is herein specifically provided for, any and all notices called for in these Bylaws shall be given in writing.

Section 3. Severability. In the event any provision or provisions of these Bylaws shall be determined to be invalid, void or unenforceable, such determination shall not render invalid void or unenforceable any other provisions hereof which can be given effect.

Section 4. Waiver. No restriction, condition, obligation or provisions of these Bylaws shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.

Section 5. Captions. The captions contained in these Bylaws are for convenience only and are not a part of these Bylaws and are not intended in any way to limit or enlarge the terms and provisions of these Bylaws or to aid in the construction thereof.

Section 6. Gender, etc. Whenever in these Bylaws the context so requires, the singular number shall include the plural and the converse, and the use of any gender shall be deemed to include all genders.

IN WITNESS WHEREOF, we, being all of the Directors of AVENMAR COMMUNITY ASSOCIATION, INC., have hereunto set our hands this 31st day of May, 2002.

WITNESS:

Donna M Hatton

Donna M Hatton

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of AVENMAR COMMUNITY ASSOCIATION, INC., a Maryland nonstock, nonprofit corporation, and,

THAT the foregoing constitutes the Amended Bylaws of said Association, as duly adopted at a meeting of the Board of Directors hereof, held on the 31st day of May, 2002.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this _____ day of _____, 2002.

Secretary

CORPORATE SEAL