BOOK 0302 PAGE 0001

SLYE FOXE HOMEOWNERS' ASSOCIATION, INC.

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

March 26, 2002

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

Vendor/Declarant: **DENNIS EDWARDS**
19290 Pristine Way
Drayden, MD 20630
301-994-1080

PRESIDENT
Dennis Edwards
19290 Pristine Way
Drayden, MD 20630
301-994-1080

RECORDING FEE 30.00
TOTAL 30.00
Rec# SM02 Rcpt # 54842
EWA ILC Blk # 1142
Aug 13, 2002 11:39 am

SECRETARY
Susanne Edwards
19290 Pristine Way
Drayden, MD 20630
301-994-1080

TREASURER
Susanne Edwards
19290 Pristine Way
Drayden, MD 20630
301-994-1080

(2) The name of the Homeowners Association is: **SLYE FOXE HOMEOWNERS' ASSOCIATION, INC.,** (a Maryland Non-Stock Corporation). The resident agent of the Homeowners Association is **Bill D. McKissick, Jr., Esq.**, Dugan, McKissick & Wood, LLC, 22738 Maple Road, Suite 101, Lexington Park, Maryland 20653. **Correspondence to the Association may be addressed c/o Dennis Edwards, 19290 Pristine Way, Drayden, MD 20630**.

(3) The development is located in the Second Election district of St. Mary's County, and contains initially 23.726 acres more or less, and is more specifically described in the Declaration of Covenants, Conditions and Restrictions for Slye Foxe Subdivision recorded among the Land Records of St. Mary's County, Maryland at Liber E.W.A. No. 1172, Folio 397 as amended, copies of which are attached. Said development consists of seven (7) lots called and known " Slye Foxe Subdivision". The development consists of all of the land shown on the subdivision plat entitled " Slye Foxe Subdivision" recorded among the Land Records of St. Mary' s County, Maryland in Plat Book 53, Page 83.

(4) There is no property anticipated to be dedicated to public use except as otherwise shown on the plat for the subdivision.

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

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

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

(8) A copy of the following documents are attached or are recorded elsewhere within the Homeowner's Association Depository and/or 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 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 anticipated mandatory fee for assessments to be paid by owners of lots within the development for the use, maintenance, and operation of common areas and

other purposes related to the homeowners association will be One Hundred ($100.00) per lot, per year, unless otherwise determined pursuant to the terms of the attached Bylaws, Articles, and/or Declaration, as amended. The declarant/vendor will not be obligated to pay said fees in whole or in part. The assessments are to be paid on an annual basis. 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

DECLARANT

Dennis Edwards (SEAL)
DENNIS EDWARDS

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

I HEREBY CERTIFY that on this 26th day of March, 2002, before me, the subscriber, a notary public in and for the aforesaid State and County, personally appeared DENNIS EDWARDS, who is known to me (or satisfactorily proven) to be the person who signed the within instrument and acknowledged the aforegoing instrument to be his act.

AS WITNESS my hand and Notarial Seal.

Anne C. Evans
Notary Public
My Commission expires: 08/01/05

BOOK 0056 PAGE 0094

ARTICLES OF INCORPORATION
SLYE FOXE HOMEOWNERS' ASSOCIATION, INC.
(A Non-Stock, Membership Corporation)

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

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

SLYE FOXE HOMEOWNERS' ASSOCIATION, INC.

Third: *Purpose and Powers.* This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance and presentation of property values and the Association property within all that certain property described in the Declaration of Covenants, Conditions and Restrictions made by Dennis Edwards, recorded on March 26, 2002 among the Land Records of St. Mary's County, State of Maryland at **Liber E.W.A. No. 1172, Folio 397,** as the same may be amended from time to time (hereinafter called the "Declaration"), and such additional property as may be subjected to the Declaration, and to promote the health, safety and welfare of the residents within the above described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose to:

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

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

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

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

BOOK 6 0 6 6 PAGE 0 0 5

(e) Participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and common property subject to the terms of the Declaration;

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

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

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

Sixth: *Classes of Members.* The Association shall have two (2) classes of voting membership as more specifically defined in the Declaration:

Class A: The Class A Members shall be all Owners with the exception (initially) of the Declarant or any other Class B Member. Each Class A Owner shall be entitled to one vote for each Lot owned by the Class A Owner. When more than one person holds an interest in any Lot, all such persons shall be entitled to participate in the Association as Members; provided, however, that persons holding any such interest solely as contract purchasers or as security for the performance of an obligation shall not be Members solely on account of such interests; and provided, further, that, for purposes of voting and determining the existence of a quorum, all such persons so holding an interest in any one Lot shall be treated as a single member and shall have one vote, as determined by the bylaws of the Association.

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 14 votes all of which shall initially be exercised as determined by the Declarant but any (or all) of which shall be thereafter exercisable as assigned by the Declarant to any other person who is a Class B

BOOK 6 PAGE 3016

Member. This number shall be decreased by one (1) membership for each Class A membership existing at any time. The Class B membership shall cease and become converted to Class A membership upon the earlier to occur of the following: (i) upon the fifteenth anniversary date of this Declaration; (ii) sixty (60) days following the date on which the total authorized and outstanding votes of the Class A members equals or exceeds the votes of the Class B membership; or (iii) when, at such time as may be before the events specified in (i) and (ii) above, the Declarant, in its sole discretion so determines.

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

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

Dennis Edwards
Susanne Edwards
Bill Don McKissick, Jr.

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

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

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

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

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

IN WITNESS WHEREOF, I have signed these Articles of Incorporation and have acknowledged the same to be my act this 29th day of March, 2002.

WITNESS:

Anne C. Lawes

Bill D. McKissick, Jr.

bdm F:\Forms\Homeowners Associations\Slye Foxe HOA\Articles of Incorporation.doc

State of Maryland
Department of Assessments and Taxation

Charter Division

Parris N. Glendening
Governor

Ronald W. Wineholt
Director

Paul B. Anderson
Administrator

BOOK 0058 PAGE 0008

BILL D MCKISSICK JR ESQ
DUGAN MCKISSICK & WOOD LLC
STE 101
22738 MAPLE RD
LEXINGTON PARK MD 20653-3347

Date: 04-01-2002

This letter is to confirm acceptance of the following filing:

ENTITY NAME:. . . . SLYE FOXE HOMEOWNERS' ASSOCIATION, INC.
DEPARTMENT ID : D06734271
TYPE OF REQUEST : ARTICLES OF INCORPORATION
DATE FILED : 03-29-2002
TIME FILED : 10:41-AM
RECORDING FEE : $20.00
ORG. & CAP FEE : $20.00
EXPEDITED FEE : $70.00
COPY FEE : $11.00
FILING NUMBER : 1000361986842361
CUSTOMER ID : 0000847391
WORK ORDER NUMBER : 0000573557

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

0001701394

chtaoc

BOOK 0006 PAGE 0019

ENTITY TYPE:	ORDINARY BUSINESS - NON-STOCK	
STOCK:	N	
CLOSE:	N	
EFFECTIVE DATE:	03-29-2002	
PRINCIPAL OFFICE:	STE 101	
	22738 MAPLE RD	
	LEXINGTON PARK	MD 20653
RESIDENT AGENT:	BILL D MCKISSICK JR ESQ	
	STE 101	
	22738 MAPLE RD	
	LEXINGTON PARK	MD 20653

BOOK C 5 6 PAGE 0 0 1 0

BY-LAWS

OF

SLYE FOXE HOMEOWNERS' ASSOCIATION, INC.

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

II. DEFINITIONS. Unless otherwise set forth herein the words as used herein shall have the same definitions and meanings as set forth in the Declaration of Covenants, Conditions and Restrictions for the Slye Foxe Subdivision dated March 20, 2002 and recorded on March 26, 2002 among the Land Records of St. Mary's County, Maryland at Liber E.W.A. No. 1772, Folio 397 (the "Declaration"), as the same may be amended from time to time.

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, upon the request of a homeowner or the Declarant and each subsequent regular annual meeting of the members shall be held on such date as determined by the Board of Directors. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

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

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

4. QUORUM. The presence at the meeting of members entitled to cast, or of proxies entitle to cast fifty percent (50%) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

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

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

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

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

1. NUMBER. The affairs of this Association shall be managed initially by a Board of three (3) Directors. At such time as the Class B Membership ceases and is converted to the Class A Membership, the affairs of the Association shall be managed by such number of directors as determined from time to time by majority vote of the Directors.

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

3. REMOVAL. For so long as the Class B Membership exists, any Director may be removed by the Declarant with or without cause. At such time as the Class B Membership ceases and is converted to Class A Membership, Any Director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a Director, the Director's successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

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

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

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

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

VI MEETINGS OF DIRECTORS

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

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

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

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

VII. POWERS AND DUTIES OF THE BOARD OF DIRECTORS. The Board shall have such powers as are set forth in the Declaration or otherwise provided under Maryland law.

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 annually at the meeting of the Board of Directors following the annual appointment/election of the Board of Directors.

3. TERM. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve. If no new officers are elected by the Board, the existing officers shall be deemed to continue to serve until new elections occur.

4. 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.

5. 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.

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

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

(B) *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.

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

IX. CORPORATE SEAL. The Association shall have a seal in circular form having within its circumference the words: SLYE FOXE HOMEOWNERS' ASSOCIATION, INC. - Corporate Seal - Maryland 2002.

X. AMENDMENTS

1. AMENDMENTS. These Bylaws may be amended by the unanimous consent of the Board of Directors, or by majority vote of the members of the Association, at a special or regular meeting, provided that if there is a Class B Membership at the time of such amendment then the amendment of these Bylaw shall require the consent of the Class B Member.

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

XI. MISCELLANEOUS

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

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.

BOOK 0 0 5 PAGE 0 0 1 4

IN WITNESS WHEREOF, We, being all the organizational Directors of the SLYE FOXE HOMEOWNERS' ASSOCIATION, INC., have hereunto set our hands and this 26TH day of MARCH, 2002.

Dennis Edwards (SEAL)
DENNIS EDWARDS

Susanne Edwards (SEAL)
SUSANNE EDWARDS

(SEAL)
BILLY DON MCKISSICK, JR.

bdm F:\Forms\Homeowners Associations\Slye Foxe HOA \Bylaws.doc

BOOK 0060 PAGE 0015

INFORMAL ORGANIZATIONAL ACTION OF THE BOARD OF DIRECTORS OF SLYE FOXE HOMEOWNERS' ASSOCIATION, INC.

March 26, 2002

The undersigned, constituting all of the members of the organizational Board of Directors of SLYE FOXE HOMEOWNERS'S 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 of 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 29, 2002, and filed herewith and incorporated by reference herein be and the same are hereby approved and accepted.

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

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

NAME	OFFICE
Dennis Edwards	**President**
Susanne Edwards	**Treasurer**
Susanne Edwards	**Secretary**

RESOLVED, that for the purpose of authorizing the Corporation to do business in any state, territory or dependency of the United States or any foreign county 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 Corporate to cease doing business therein and withdraw therefrom, to revoke any appointment or agent or attorney for service of process, and to file such certificates, reports, revocations of appointment, or surrender of authority of the Corporation to do business in any such state, territory, dependency or country.

RESOLVED, that this Corporation open a bank account with Maryland Bank & Trust Company, N.A., and that any officer of the Corporation is authorized to sign checks and negotiable instruments.

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

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

RESOLVED, that any and all actions taken or contracts entered into heretofore by an officer and/or director for this 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 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 2002 shall be #100.00, said sum to be paid in advance on an annual basis for January 1 through December 31, in accordance with the Declaration.

This Information 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)
Dennis Edwards

_____(SEAL)
Susanne Edwards

_____(SEAL)
Billy Don McKissick, Jr.

SLYE FOXE HOMEOWNERS' ASSOCIATION, INC.
FIRST AMENDMENT
TO
DISCLOSURES TO BE RECORDED
IN THE
ST. MARY'S COUNTY HOMEOWNERS ASSOCIATION DEPOSITORY
PURSUANT TO THE
MARYLAND HOMEOWNERS ASSOCIATION ACT

August , 2002

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

Vendor/Declarant: **Essex South General Partnership, LLP**
22934 Three Notch Road
California, Maryland 20619
(301) 863-6625

RECORDING FEE 20.00
SMP FD SURC $ 5.00
TOTAL 25.00
RCPT # 35632
BLK # 18
Sep 03, 2002 10:32 am

PRESIDENT
John Morris
22934 Three Notch Road
California, Maryland 20619
(301) 863-6625

SECRETARY/TREASURER
Lynn Johnson
22934 Three Notch Road
California, Maryland 20619
(301) 863-6625

(2) The name of the Homeowners Association is: **SLYE FOXE HOMEOWNERS' ASSOCIATION, INC.,** (a Maryland Non-Stock Corporation). The resident agent of the Homeowners Association is **Bill D. McKissick, Jr., Esq.**, Dugan, McKissick & Wood, LLC, 22738 Maple Road, Suite 101, Lexington Park, Maryland 20653. Correspondence to the Association may be addressed c/o **Essex South General Partnership, LLP,** 22934 Three Notch Road, California, Maryland 20619.

(3) The development is located in the Second Election district of St. Mary's County, and contains initially 23.726 acres more or less, and is more specifically described in the Declaration of Covenants, Conditions and Restrictions for Slye Foxe Subdivision recorded among the Land Records of St. Mary's County, Maryland at Liber E.W.A. No. 1172, Folio 397. Said development consists of seven (7) lots called and known "Slye Foxe Subdivision". The development consists of all of the land shown on the subdivision plat entitled "Slye Foxe Subdivision" recorded among the Land Records of St. Mary's County, Maryland in Plat Book 53, Page 83.

(4) There is no property anticipated to be dedicated to public use except as otherwise shown on the plat for the subdivision.

(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, but it is not currently anticipated that the Declarant will annex additional property into the Development.

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

(8) A copy of the following documents are attached or are recorded elsewhere within the Homeowner's Association Depository and/or 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 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 anticipated mandatory fee for assessments to be paid by owners of lots within the development for the use, maintenance, and operation of common areas and other purposes related to the homeowners association will be One Hundred ($100.00) per lot, per year, unless otherwise determined pursuant to the terms of the attached Bylaws, Articles, and/or Declaration, as amended. The declarant/vendor will not be obligated to pay said fees in whole or in part. The assessments are to be paid on an annual basis. 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.

BOOK 6 0 3 PAGE 0 1 9

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

ATTEST

DECLARANT
ESSEX SOUTH GENERAL PARTNERSHIP, L.L.P

By: Tom B Watts (SEAL)
Tom Watts

I HEREBY CERTIFY that on this 9th day of August, 2002, before me, the subscriber, a notary public in and for the jurisdiction aforesaid, personally appeared Tom Watts, General partner of Essex South General Partnership, LLP, 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 aforesaid instrument as his act and deed and the act and deed of said partnership by signing his name as its general partner

AS WITNESS my hand and Notarial Seal.

Brenda J. Guy
Notary Public
My commission expires: March 1, 2005

bdm \\Server\Forms\Homeowners Associations\Slye Foxe HOA\Disclosures-First Amendment.doc
08/08/02 6:36:00 AM

DMW #02-159

BOOK 0 0 3 0 PAGE 0 - 2 0

SLYE FOXE HOMEOWNERS' ASSOCIATION, INC.
ACTION OF DECLARANT
APPOINTING NEW DIRECTORS

As of August 8th, 2002

WHEREAS, the undersigned is the Declarant as set forth in that Declaration of Covenants, Conditions and Restrictions for Slye Foxe Subdivision recorded among the Land Records of St. Mary's County, Maryland at Liber No. 1772, Folio 397 (the "Declaration") pursuant to that assignment dated of even date herewith from the original declarant, Dennis Edwards;

WHEREAS, Article IV of the Bylaws of the Slye Foxe Homeowners' Association, Inc. (the "Association") provides that so long as the Declarant is a Class B Member of the Association, the Declarant shall have the right to remove and appoint Directors of the Association;

WHEREAS, the Declarant is still a Class B Member of the Association;

NOW, THEREFORE, in accordance with the terms and conditions set forth in Declaration and the powers of the Declarant as set forth in the aforesaid Bylaws, the Declarant does hereby remove Bill D. McKissick, Jr., Dennis Edwards, and Susanne Edwards as directors of the Association and does hereby appoint the following individuals to serve as directors of the Association until their successors are appointed: Tom Watts, John Morris and Lynn Johnson.

Declarant:
Essex South General Partnership, L.L.P.

By: _____
Name: Tom Watts
General Partner

bdm \\Server\Forms\Homeowners Associations\Slye Foxe HOA\Declarant Action appointing Directors.doc
08/08/02 6:35:00 AM

BOOK 6 0 8 2 PAGE 0 0 2 1

INFORMAL ACTION
OF THE BOARD OF DIRECTORS
OF
SLYE FOXE HOMEOWNERS' ASSOCIATION, INC.

August 8th, 2002

The undersigned, constituting all of the members of the Board of Directors of SLYE FOXE HOMEOWNERS'S 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 of dissent from such actions, do hereby consent as follows:

RESOLVED, that in accordance with Article VIII, Section 4 of the Bylaws, the following individuals are hereby removed from all offices that they may hold in the Corporation: Bill D. McKissick, Jr., Dennis Edwards, and Susanne Edwards, provided that nothing herein shall be construed as constituting a removal of Bill D. McKissick, Jr. as resident agent of the Corporation.

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

NAME	OFFICE
John Morris	**President**
Lynn Johnson	**Treasurer/Secretary**

RESOLVED, that this Corporation open a bank account with Maryland Bank & Trust Company, N.A., and that any officer of the Corporation is authorized to sign checks and negotiable instruments.

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

RESOLVED, that the annual assessment for each Lot in the subdivision for the calendar year 2002 shall be $100.00, said sum to be paid in advance on an annual basis for January 1 through December 31, in accordance with the Declaration.

This Information 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)
Tom Watts

_____(SEAL)
John Morris

_____(SEAL)
Lynn Johnson.

bdm \\Server\Forms\Homeowners Associations\Slye Foxe HOA\BOD Minutes-New Officers.doc
08/08/02 6:37:00 AM

6.29.01 at 9 29 9 a.m.

BOOK 0008 PAGE 0022

ARTICLES OF INCORPORATION

OF

WESTMEATH OWNERS ASSOCIATION, INC.

RECORDING FEE 50.00
TOTAL 50.00
Rec# SM03 Rcpt # 75479
EWA LP Blk # 1023
Sep 25, 2002 11:01 am

ARTICLE I

Organization

The undersigned Incorporator, Edward R. Curley, III whose post office address is 22501 Iverson Drive, Great Mills, Maryland 20634, being at least eighteen years of age, hereby executes these Articles of Incorporation with the intention of forming a non-stock, not-for-profit corporation under and by virtue of the General Laws of the State of Maryland.

ARTICLE II

2.01 Name. The name of the corporation is Westmeath Owners Association, Inc., (hereinafter referred to as the "Association"). The principal office of the Association is 22501 Iverson Drive, Great Mills, Maryland 20634. The name and post office address of the resident agent of the Association, in the State of Maryland shall be Edward R. Curley, III, 22501 Iverson Drive, Great Mills, Maryland 20634.

2.02 Definitions. For purposes of these Articles of Incorporation, all capitalized terms have the meanings ascribed to them by the Declaration (defined below), unless otherwise specified herein.

ARTICLE III

Purposes and Powers

3.01 General Purposes. The Association is not formed for pecuniary gain or profit, directly or indirectly, for itself or its members. The general purposes for which the Association is formed are to provide for and promote the health, safety, common good and social welfare of the Owners of property in, and the residents of, Westmeath, A Condominium, a residential community being developed in St. Mary's County, Maryland by Liberty Home Builder, Inc., a Maryland Corporation (hereinafter referred to as the

"Developer"), located upon the property (hereinafter referred to as the "Property") described in that certain Declaration of Condominium of Westmeath, A Condominium, (hereinafter referred to as the "Declaration"), dated June 1, 2001, made by the Declarant, and filed or to be filed for recordation among the Land Records of St. Mary's County, Maryland; and to enhance and protect the value, desirability and attractiveness of Westmeath.

3.02 Specific Purposes. In furtherance of the above general purposes, the Association shall have the following specific purposes:

(a) To do any and all lawful things and acts within its powers, as set forth in these Articles, which the Association from time to time may deem appropriate in order to benefit, aid, promote and provide for the peace, health, safety, convenience, comfort and general welfare of the Owners of Property in, and the residents of, Westmeath; and

(b) To assist the Developer in the conduct of its activities and performance of its responsibilities relating to the operation, maintenance and development of The Condominium (as such term is defined in the Declaration), if any, and services within Westmeath; and

(c) To operate and maintain any and all Property or Common Elements which it may acquire for the use and benefit of its Members.

3.03 Powers. Solely in aid of the general and specific purposes of the Association, the Association shall have the following powers:

(a) To have perpetual existence, subject to the right of the unit owners to terminate the condominium regime;

(b) To adopt and amend reasonable rules and regulations;

(c) To adopt and amend budgets for revenues, expenditures, and reserves and collect assessments for common expenses from unit owners;

(d) To sue and be sued, complain and defend, or intervene in litigation or administrative proceedings in its own name on behalf of itself or two or more unit owners on matters affecting the condominium;

(e) To transact its business, carry on its operations and exercise the powers provided in this subsection in any state, territory, district, or possession of the United States and in any foreign country;

(f) To make contracts and guarantees, incur liabilities and borrow money, sell, mortgage, lease, pledge, exchange, convey, transfer, and otherwise dispose of any part of its property and assets;

(g) To issue bonds, notes, and other obligations and secure the same by mortgage or deed of trust of any part of its property, franchises, and income;

(h) To acquire by purchase or in any other manner, to take, receive, own, hold, use, employ, improve, and otherwise deal with any property, real or personal, or any interest therein, wherever located;

(i) To hire and terminate managing agents and other employees, agents, and independent contractors;

(j) To purchase, take, receive, subscribe for or otherwise acquire, own, hold, vote, use, employ, sell, mortgage, loan, pledge or otherwise dispose of, and otherwise use and deal in and with, shares or other interests in, or obligation of corporations of the State, or foreign corporations, and of associations, partnerships, and individuals;

(k) To invest its funds and to lend money in any manner appropriate to enable it to carry on the operations or to fulfill the purposes named in the Declaration or Bylaws, and to take and to hold real and personal property as security for the payment of funds so invested or loaned;

(l) To regulate the use, maintenance, repair, replacement, and modification of Common Elements;

(m) To cause additional improvements to be made as a part of the general Common Elements;

(n) To grant easements, rights-of-way, licenses, leases in excess of one (1) year, or similar interests through or over the Common Elements;

(o) To impose and receive any payments, fees, or charges for the use, rental, or operation of the Common Elements other than Limited Common Elements;

(p) To impose charges for late payment of assessments and, after notice and an opportunity to be heard, levy reasonable fines for violations of the Declaration, Bylaws, and Rules and Regulations of the council of unit owners;

(q) To impose reasonable charges for the preparation and recordation of amendments to the Declaration, Bylaws, Rules, Regulations, or resolutions, resale certificates, or statements of unpaid assessments;

(r) To provide for the indemnification of and maintain liability insurance for officers, directors, and any managing agent or other employee charged with the operation or maintenance of the condominium;

(s) To enforce the implied warranties made to the council of unit owners by the developer;

(t) To enforce the provisions of this title, the Declaration, Bylaws, and Rules and Regulations of the council of unit owners against any unit owner or occupant;

(u) Generally, to exercise the powers set forth in this title and the Declaration or Bylaws and to do every other act not inconsistent with law, which may be appropriate to promote and attain the purposes set forth in this title, the Declaration or Bylaws;

(v) To designate parking for the handicapped, notwithstanding any provision in the Declaration, Bylaws, or Rules and Regulations.

(w) To have and to exercise, to the extent necessary or desirable for the accomplishment of the above general and specific purposes, and to the extent that they are not consistent with those general and specific purposes, (a) any and all powers expressly or impliedly conferred upon the Association by the terms of the

Declaration, and (b) any and all powers conferred upon corporations of a similar character by the Code of Maryland.

ARTICLE V

No Stock

5.01 The Association is not authorized to issue capital stock.

ARTICLE VI

Membership and Voting Rights

6.01 Membership. Membership shall be appurtenant to and may not be separated from ownership of any Unit which is subject to the Condominium Regime.

6.02 Voting Rights of Members. For each Unit owned by him, a Member shall be entitled to one (1) vote on each matter submitted to the Members for decision. Any Member who is in violation of the Declaration or is Delinquent in the payment of any Assessment on his Unit, as determined by the Board of Directors in accordance with the Declaration, and Bylaws, shall not be entitled to cast the vote of that Unit as long as the violation or delinquency continues. If a Unit is owned by more than one Person, the Owners of that Unit shall be deemed to constitute a single Member as to that Unit, and, shall collectively be entitled to a single vote for that Unit.

ARTICLE VII

Board of Directors

7.01 Management by Board of Directors. The affairs of the Association shall be managed by a Board of Directors. No Director need be a Member of the Association.

7.02 Initial Board. The initial Board of Directors shall consist of not less than three (3) Directors who shall hold office until the election and qualification of their successors. The names and addresses of those persons who shall compromise the initial Board of Directors are:

Edward R. Curley, III
22501 Iverson Drive
Great Mills, MD 20634

Edward R. Curley, Jr.
22501 Iverson Drive
Great Mills, MD 20634

Patricia Unkel
22501 Iverson Drive
Great Mills, MD 20634

ARTICLE VIII

General

8.01 The Association may enter into contracts and transact business with any Director or Member or with any corporation, partnership, trust, or association of which any Director or Member is a stockholder, director, officer, partner, member, trustee, beneficiary or employee, or in which any Director or Member is otherwise interested. No such contract or transaction shall be invalidated or in any way affected by the fact that the Director or Member has, or may have, an interest in the contract or transaction which is, or might be, adverse to the interests of the Association, if: (i) the contract or transaction is fair and reasonable to the Association; or (ii) the fact of that interest is disclosed or known (a) in the case of a Member, to the Directors or Members acting upon the contract or transaction and (b) in the case of an interested Director, (1) to the Board of Directors or the committee of the Board which 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 (2) to the Members entitled to vote, and the contract or transaction is thereafter authorized, approved or ratified by majority of the votes cast by the Members entitled to vote at a meeting duly called, other than the vote by the interested Director.

8.02 Ratification. Any contract, transaction or act of the Association or the Board of Directors ratified by a majority of the Members having voting powers and attending any annual meeting or any special meeting called for the

purpose at which a quorum is present, shall, so far as permitted by law, be as valid and as binding as though ratified by every member of the Association.

8.03 Indemnification. Any person who is serving or has served as a Director, officer, member of a Committee, employee or agent of the Association shall be indemnified by the Association to the maximum extent permitted by the law of the State of Maryland. The Association shall also have the power and authority to purchase an insurance policy or policies providing for the indemnification and defense of such individuals against claims arising from their performance of their duties, to the maximum extent permitted by the law of the State of Maryland.

8.04 Dissolution. The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of the Members.

ARTICLE IX

Duration

The duration of the Association shall be perpetual.

ARTICLE X

Amendments

The Association reserves the right to amend, modify, alter or repeal any provision contained in these Articles in the manner now or hereafter prescribed by statute for the amendment of Articles of Incorporation, except as otherwise prescribed in the Declaration.

Amendment of these Articles shall require the assent of two-thirds (2/3) of the entire membership.

IN WITNESS WHEREOF, I have signed these Articles of Incorporation this 11th day of June, 2001.

Edward R. Curley, III

BOOK 0308 PAGE 029

STATE OF VIRGINIA
CITY/COUNTY OF KING GEORGE, to-wit:

I hereby certify that on this 11th day of JUNE, 2001, before me, the subscriber, a Notary Public in and for the jurisdiction aforesaid personally appeared EDWARD R. CURLEY, III, known to me to be the person who executed the foregoing Articles of Incorporation and acknowledged the foregoing Articles of Incorporation to be his act and deed.

WITNESS my hand and official seal the day and year last above written.

Notary Public
My Commission Expires: 11/31/2003

** KEEP WITH DOCUMENT **

DOCUMENT CODE 02 BUSINESS CODE 04

CUST ID:0000662415
WORK ORDER:0000464758
DATE:06-19-2001 01:25 PM
AMT. PAID:$40.00

#_____

Close____ Stock____ Nonstock X

P.A.____ Religious____

BOOK 0038 PAGE 0030

Merging (Transferor)_____

Surviving (Transferee)_____

ID # D06373492 ACK # 10003525760000000
LIBER: B00272 FOLIO: 0995 PAGES: 0009
WESTMEATH OWNERS ASSOCIATION, INC.

06/29/2001 AT 09:29 A WO # 0000464758

FEES REMITTED

Base Fee: 20
Org. & Cap. Fee: 20
Expedite Fee: ____
Penalty: ____
State Recordation Tax: ____
State Transfer Tax: ____
____ Certified Copies:
Copy Fee: ____
____ Certificates:
Certificate Fee: ____
Other: ____
TOTAL FEES: 40

Credit Card____ Check X Cash____

____ Documents on ____ Checks

APPROVED BY: ____

KEYED BY: ____

COMMENT(S):

____ 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_____

ATTENTION:_____

MAIL TO ADDRESS:_____

Westmeath Owners Association Inc
22501 Iverson Drive
Great Mills, Md 20634

RECEIVED FOR RECORD

BOOK 0608 PAGE 0031

BY-LAWS

OF

WESTMEATH OWNERS ASSOCIATION, INC.

JUNE 1, 2001

AS AMENDED THRU May 17, 2002

Prepared by:

WILLIAM B. CAVE, ESQUIRE
HOPSON, HABENICHT AND CAVE
As Association of Professional Corporations
5601 Ironbridge Parkway, Suite 102
Chester, Virginia 23831

TABLE OF CONTENTS

TITLE		PAGE
ARTICLE 1.	GENERAL PROVISIONS	1
1.1	IDENTITY—PURPOSE	1
1.2	BY-LAWS SUBJECT TO OTHER DOCUMENTS	1
1.3	APPLICABILITY	1
1.4	OFFICE	1
1.5	SEAL	1
1.6	DEFINITIONS	1
ARTICLE 2.	MEMBERSHIP, VOTING, QUORUM, PROXIES	1
2.1	QUALIFICATION OF MEMBERS, ETC.	1
2.2	QUORUM	2
2.3	CORPORATE OR MULTIPLE OWNERSHIP OF A UNIT	2
2.4	VOTING; PROXY	2
2.5	VOTING	2
2.6	MAJORITY	2
ARTICLE 3.	ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP	3
3.1	ANNUAL MEETING	3
3.2	SPECIAL MEETING	3
3.3	NOTICE OF MEETING; WAIVER	3
3.4	NOTICE TO OTHERS	3
3.5	ADJOURNED MEETINGS	3
3.6	CHAIRMAN	4
3.7	ORDER OF BUSINESS	4
ARTICLE 4.	BOARD OF DIRECTORS	4
4.1	MANAGEMENT OF ASSOCIATION	4
4.2	FIRST BOARD	4
4.3	ELECTION OF DIRECTORS	5
4.4	REGULAR MEETINGS	5
4.5	SPECIAL MEETINGS	6
4.6	WAIVER	6
4.7	QUORUM	6
4.8	PRESIDING OFFICER	6
4.9	RESIGNATION	6
4.10	POWERS AND DUTIES	6

TITLE		PAGE
4.11	AUTHORITY OF FIRST BOARD	8
4.12	REMOVAL OF DIRECTORS	9
4.13	PROVISO	9
4.14	COMMITTEES	9
4.15	MANNER OF COLLECTION OF COMMON EXPENSES	9
ARTICLE 5.	OFFICERS	9
5.1	GENERALLY	9
5.2	PRESIDENT	10
5.3	VICE PRESIDENT	10
5.4	SECRETARY	10
5.5	TREASURER	10
ARTICLE 6.	FISCAL MANAGEMENT; ASSESSMENTS; LIENS	10
6.1	MANNER AND NOTIFICATION	10
6.2	PAYMENTS OF ASSESSMENTS	11
6.3	PROPOSED BUDGET	11
6.4	DEPOSITORY; WITHDRAWALS	11
6.5	RECORDS	12
6.6	FIDELITY BONDS; PROVISO	12
6.7	FISCAL YEAR	12
6.8	ACCELERATION OF PAYMENT OF INSTALLMENTS OF ASSESSMENTS	12
6.9	ACQUISITION OF UNITS	12
6.10	DEFAULT IN PAYMENT OF ANY ASSESSMENT; LIEN	13
ARTICLE 7.	COMPLIANCE	13
7.1	VIOLATION BY MEMBER; REMEDIES	13
7.2	LIABILITY OF UNIT OWNERS	14
7.3	LIABILITY OF UNIT OWNERS TO MANAGING AGENT	14
7.4	NO WAIVER	14
7.5	SURVIVING LIABILITY	14
7.6	CHARGES FOR VIOLATION OF RULES, ETC.	14
ARTICLE 8.	LIMITATION OF LIABILITY	15
ARTICLE 9.	PARLIAMENTARY RULES	15

TITLE	PAGE
ARTICLE 10. AMENDMENTS TO BY-LAWS	15
10.1 PROPOSAL	15
10.2 CALL FOR MEETING	15
10.3 VOTE NECESSARY; RECORDING	15
10.4 PROVISO	16
ARTICLE 11. BY-LAWS PERTAINING TO USE AND DECORUM	16
11.1 DEFINITION	16
11.2 SCOPE; REMEDY FOR VIOLATION	16
11.3 RULES AND REGULATIONS	16
ARTICLE 12. INDEMNIFICATION	16
12.1 OFFICERS AND DIRECTORS	16
12.2 INSURANCE	17
ARTICLE 13. UNIT OWNERS RESPONSIBILITY CONCERNING LIENS AND TAXES	17
13.1 LIENS AND TAXES	17
13.2 NOTICE TO ASSOCIATION	17
ARTICLE 14. MORTGAGES	17
14.1 NOTICE TO BOARD OF DIRECTORS	17
14.2 NOTICE OF UNPAID ASSESSMENTS	17
14.3 EXAMINATION OF BOOKS	17
14.4 NOTICE OF TERMINATION OF MANAGEMENT CONTRACTS	17
14.5 AUDITED FINANCIAL STATEMENT	18
14.6 OTHER MORTGAGEES RIGHTS	18
14.7 AMENDMENT TO THE DECLARATION OR TO THE BY-LAWS	18
ARTICLE 15. CONFLICT	18

BY-LAWS

OF

BOOK 0058 PAGE 0035

WESTMEATH OWNERS ASSOCIATION, INC.

ARTICLE 1. GENERAL PROVISIONS.

1.1 IDENTITY - PURPOSE. These are the By-laws of Westmeath Owners Association, Inc., a non-stock, nonprofit Maryland corporation (the "Association"). This Association has been organized for the purpose of administering the affairs of Westmeath, a Condominium.

1.2 BY-LAWS SUBJECT TO OTHER DOCUMENTS. The provisions of these By-laws are applicable to said Condominium and are expressly subject to the terms, provisions and conditions contained in the Articles of Incorporation of said Association, (referred to herein as the "Articles"), and the Declaration of Condominium (referred to herein as "Declaration") which will be recorded in the Clerk's Office of the Circuit Court of St. Mary's County, Maryland, at the time said property is submitted to condominium ownership.

1.3 APPLICABILITY. All Unit Owners, tenants and occupants, their agents, servants, invitees, licensees and employees and others that use the Condominium Property, or any part thereof, are subject to these By-laws and the documents referred to in Article 1.2 hereof.

1.4 OFFICE. The office of the Association shall be at 22501 Iverson Drive, Great Mills, Maryland 20634, until such time as the First Phase of the Condominium is constructed and thereafter it shall be at the Condominium Property or such other place designated by the Board of Directors of the Association.

1.5 SEAL. The seal of the Association shall bear the name of the Association, the word "Maryland", and the year of incorporation.

1.6 DEFINITIONS. All definitions set forth in the Declaration and Exhibits attached thereto are hereby adopted by reference as though set forth herein verbatim.

ARTICLE 2. MEMBERSHIP, VOTING, QUORUM, PROXIES.

2.1 QUALIFICATION OF MEMBERS, ETC. The qualification of members, the manner of their admission to membership and termination of such membership, and voting by members shall be as set forth in the Declaration, Articles and in these By-laws.

2.2 QUORUM. Persons having more than fifty percent (50%) of the total votes of the Association shall constitute a quorum.

2.3 CORPORATE OR MULTIPLE OWNERSHIP OF A UNIT. The vote of the owners of a Unit owned by more than one person or by a corporation, except Declarant, or other entity shall be cast by the person named in a certificate designating the "Voting Member". Such certificate will be signed by all of the owners of such Unit, or the proper corporate officer, filed with the secretary of the Association, and shall be valid until revoked by subsequent certificate. Where the ownership of the Unit is in more than one person, if the person designated in such certificate is not present or if such a certificate is not so filed, then any person having an ownership interest in such Unit who is present shall be entitled to cast the vote of such Unit. In such event, if more than one owner is present, then the vote of the Unit shall be cast only in accordance with their unanimous consent.

2.4 VOTING; PROXY. Votes may be cast in person or by proxy. A proxy is only effective for one hundred eighty (180) days from the date it is issued, unless granted to a lessee or mortgagee. Any proxy must be filed with the Secretary before the appointed time of the meeting. The proxy must be duly executed by or on behalf of the Unit owner, or, in cases where the Unit Owner is more than one person, by or on behalf of all such persons. No such proxy shall be revocable except by actual notice to the person presiding over the meeting, by the Unit owner or by any of such persons, that it be revoked. Any proxy shall be void if it is not dated, if it purports to be revocable without notice as aforesaid, or if the signatures of any of those executing the same has not been witnessed by a person who signed his full name and address. The proxy of any person shall be void if not signed by a person having authority, at the time of the execution thereof, to execute deeds on behalf of that person.

2.5 VOTING. In any meeting, each Unit owner, including Declarant, subject to the provisions of Article 2.3 hereof, shall be entitled to cast one (1) vote for each Unit owned. The vote of such Unit shall not be divisible.

2.6 MAJORITY. Except where otherwise required by the provisions of the Articles, these By-laws, the Declaration or where the same may otherwise be required by law, the affirmative vote of the Unit owners having a majority of the votes represented at any duly called meeting at which a quorum is present shall be binding upon the members.

ARTICLE 3. ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP.

3.1 ANNUAL MEETING. The annual meeting of members shall be held at least once each calendar year at the office of the Association at the time designated on the notice thereof, for the purpose of electing directors and transacting any other business authorized to be transacted by members. The first annual meeting shall be held as specified in Section 4.2.b hereof.

3.2 SPECIAL MEETING. Special meetings shall be held when called by the President or Vice President or by a majority of the Board of Directors. Special meetings must be called by such officers upon a majority of the votes in the Association. Notices of special meetings shall be given as set forth below except that in the case of an emergency ten (10) days notice will be deemed sufficient.

3.3 NOTICE OF MEETING; WAIVER. Notice of all members' meetings shall be given by an appointed officer of the Association, to each member, unless such notice is waived in writing. Such notice will be written and will state the time, place and object for which the meeting is called. Such notice shall be given or mailed to each member not less than twenty (20) days nor more than sixty (60) days prior to the date set for such meeting. If hand delivered, receipt of such notice shall be signed by the member. If mailed, such notice shall be deemed to be properly given when deposited in the United States mails, postage prepaid, addressed to the member at his post office address as it appears on the records of the Association. The post office certificate of mailing shall be retained as proof of such mailing. Notice shall also be conspicuously posted on the Condominium Property.

3.4 NOTICE TO OTHERS. The Declarant (and Managing Agent, if any) shall forever be entitled to notice of all Association meetings, entitled to attend the Association meetings, and they may designate such persons as they desire to attend such meetings on their behalf and such persons may act with the full authority and power of Declarant.

3.5 ADJOURNED MEETINGS. If any members' meeting cannot be convened because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting, from time to time, to a time certain until a quorum is present. Valid proxies for the meeting shall continue to be valid until a quorum is present. The Notice of the reconvened meeting shall state that if a quorum is not present at the reconvened meeting that the Association will proceed pursuant to the provisions of Section 5-206, Corporations and Associations, Annotated Code of Maryland, to act with less than a quorum.

3.6 CHAIRMAN. At meetings of membership, the President shall preside, or in his absence, the Board of Directors shall select a chairman.

3.7 ORDER OF BUSINESS. The order of business at annual members' meetings, and, as far as practical, at any other members' meeting, shall be:

a. Calling of the roll and certifying of proxies;

b. Proof of notice of meeting or waiver of notice;

C. Reading of minutes;

d. Reports of Officers;

e. Reports of Committees;

f. Election of Directors; SUBJECT, HOWEVER, to all provisions of these By-laws, the Articles and the Declaration;

g. Unfinished business;

h. New business;

i. Adjournment.

ARTICLE 4. BOARD OF DIRECTORS.

4.1 MANAGEMENT OF ASSOCIATION. The affairs of the Association shall be managed by a Board of Directors (hereinafter referred to as Board) consisting of not less than three (3) persons and not more than five (5) persons. The number of Directors to serve for the ensuing year shall be established by the Board then serving at the time it causes the notice of the annual member's meeting to be provided to the members. Notwithstanding the foregoing, the Board shall always consist of an uneven number of persons.

4.2 FIRST BOARD. The Board shall, during the period of Declarant's control, consist of three (3) persons, none of who need be members of the Association. The first Board shall consist of persons designated by the Declarant and they shall serve until replaced by Declarant or until their successors are elected.

a. The Declarant shall have the absolute right, at any time, in its sole discretion, to remove any member of the Board designated by Declarant and replace any such person with

another person to serve on the Board. Notice of such action shall be given to the Association.

b. The period of Declarant's control means the period ending on that date after fifty percent (50%) of the Units in the Condominium, including the number of Units which may be created on the Additional Land, have been conveyed by the Declarant to initial purchasers, and a meeting of members has been called and convened for the purpose of electing a Board of Directors. Such meeting shall be held not later than sixty (60) days from the date that fifty percent (50%) of the Units have been so conveyed, or five (5) years from the date of conveyance of the first Unit to a Unit owner. Notwithstanding the foregoing, the resignation of all of the members of the Board of Directors designated by the Declarant at a meeting of the Association shall end the period of Declarant's control.

4.3 ELECTION OF DIRECTORS. Except for designation of Directors by Declarant, as hereinbefore provided, election of Directors shall be by the members of the Association and conducted in the following manner:

a. Election of directors shall be held at the annual meeting.

b. A nominating committee of three (3) members shall be appointed by the then existing Board not less than forty-five (45) days prior to the annual member's meeting. The Committee shall nominate one person for each director then serving. A written call for nominations shall be sent to all members not less than forty-five (45) days before Notice of an election. A member may nominate himself or any other person for the position of director. Only nominations received by the Committee at least fifteen (15) days before Notice of election shall be listed on the election ballot. Candidates shall be listed on the ballot in alphabetical order, with no indication of preference. Nominations may also be made from the floor at the meeting at which the election of the Board is held.

c. The election shall be by secret ballot (unless dispensed with by unanimous consent) and by a plurality of the votes cast. There shall be no cumulative voting.

d. Except as to vacancies created by removal of directors by members, vacancies in the Board occurring between annual meetings of members shall be filled by the remaining directors.

4.4 REGULAR MEETINGS. Regular meetings of the Board may be held at such time and place as shall be determined, from time to

time, by a majority of the directors. Notice of the time and purpose of regular meetings shall be given to each director and Unit Owner, personally or by mail, telephone or telegram, at least twenty (20) days prior to the day named for such meeting. Meetings shall be open to all Unit owners except in those circumstances for which the Condominium Act allows meetings of the Board to be closed to the Unit Owners. Notice of meetings shall also be posted conspicuously on the Condominium Property at least three (3) days in advance, except in an emergency.

4.5 SPECIAL MEETINGS. Special meetings of the Board may be called by the chairman or President. Except in an emergency the notice shall be given as provided in Article 4.4 above and shall state the time, place and purpose of the meeting.

4.6 WAIVER. Any director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice. Attendance shall be deemed a waiver.

4.7 QUORUM. A quorum at a directors' meeting shall Consist of the directors entitled to cast a majority of the votes of the entire Board. The acts of the Board approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the Board except as specifically otherwise provided for in the Articles, these By-laws or the Declaration. If any director's meeting cannot be convened because a quorum has not attended, the directors who are present may adjourn the meeting, from time to time, until a quorum is present. At any adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

4.8 PRESIDING OFFICER. The presiding officer at directors' meetings shall be the Chairman of the Board, if such an officer has been elected; and if not, then the President shall preside. In the absence of the presiding officer, the directors present shall designate one of their number to preside.

4.9 RESIGNATION. A director may resign by giving written notice thereof. A director shall be deemed to have resigned upon his termination of membership in the Association (excepting the first Board) or upon his default for thirty (30) days of any of the provisions or covenants of the Declaration and Exhibits attached thereto.

4.10 POWERS AND DUTIES. The powers and duties of the Association may, subject to the limitations set forth herein and in the Condominium Act, be exercised by the Board, in the Board's sole discretion. Such powers shall include, without limiting the generality of the foregoing, the following:

a. To adopt the budget of the Association upon majority vote of the directors.

b. To make, levy and collect assessments against members and members' Units to defray the costs of the Condominium and common Expenses, and to use the proceeds of said assessments in the exercise of the powers and duties granted to the Association.

C. To provide for the maintenance, repair, replacement, operation, improvement and management of the Condominium wherever the same is required to be done and accomplished by the Association for the benefit of its members.

d. It is understood that assessments must be sufficient to provide for the payment of all anticipated current operating expenses and for all of the unpaid operating expenses previously incurred. Accordingly, the Board is given the power to adopt special assessments providing for any previously unanticipated expenses. Special assessments shall be limited to those items which are necessary and all other items which can reasonably be deferred to the regular budgetary meeting shall be so deferred.

e. Upon consent of the membership to administer the reconstruction of improvements after casualty and the further improvement of the property, real and personal.

f. To adopt and amend administrative rules and regulations governing the details of the operation and use of the Common Elements, real and personal, in the Condominium, so long as such rules and regulations or amendments thereto do not conflict with the rights, privileges, restrictions and limitations which may be placed upon the use of such property under the terms of the Declaration and Exhibits attached thereto.

g. To acquire, operate, lease, manage and otherwise trade and deal with property, real and personal, including Units in the Condominium on behalf of the Association, as may be necessary or convenient in the operation and management of the Condominium and in accomplishing the purposes set forth in the Declaration.

h. To contract on behalf of the Association for the management of the Condominium Property and to delegate to such contractor such powers and duties of the Association as the directors deem fit, to lease or concession such portions thereof and to ratify and confirm any existing leases or concessions of any part of the Condominium Property.

i. To enforce, by legal means, the provisions of the Declaration and any Exhibits attached thereto and the Rules and Regulations promulgated governing the use of the Condominium Property, including, without limitation, the assessment of fines against Unit Owners for violations of the Condominium Instruments and the Rules and Regulations in accordance with the provisions of Section 11-113 of the Condominium Act.

j. To cause the Association to pay all taxes and assessments of any type which affect any part of the Condominium Property, other than Units (unless owned by the Association) and the appurtenances thereto, and to assess the same against the members and their respective Units.

k. To cause the Association to carry insurance for the protection of the members and the Association against casualty and liability as required by the Declaration.

l. To cause the Association to pay all costs of power, water, sewer and other utility services rendered to the Condominium which is not the specific responsibility of the owners of the separate Units.

m. To cause the Association to employ personnel, for reasonable compensation, to perform services required for proper administration of the purposes of the Association, including accountants, attorneys, contractors and other professionals.

n. The Association shall have the right, when determined by the Board of Directors to be in the best interests of the Condominium, to grant exclusive licenses, easements, permits, leases, or privileges to any individual or entity, including Non-Unit Owners, which affect Common Elements and to alter, add to, relocate or improve Common Elements.

o. To serve on the "Cluster Committee" of the Hickory Hills Community Association, Inc., and exercise all the rights, powers and privileges pertaining to Unit Owners as members of Hickory Hills Community Association and to treat as a Common element expense the "Annual Cluster Assessment" assessed against Unit Owners, subject to the Covenants, Conditions and Restrictions of Hickory Hills Community Association, Inc.

4.11 AUTHORITY OF FIRST BOARD. The undertakings and contracts authorized by the first Board, including the first budget, shall, except as provided in this Section, be binding upon the Association in the same manner as though such undertakings and contracts had been authorized by a Board duly

elected by the membership. Within three (3) years of the date of election by the Unit Owners of the Board of Directors, as provided in Section 4.2.b. hereof and Section 11-133 of the Act, and upon the affirmative vote of a majority of the Unit Owners of the Association, the Association may terminate any lease, management contract, employment contract or other contract to which it is a party, and which was entered into after the date of the recordation of the Declaration and before the date of the election by the Unit Owners of the Board of Directors. The Association shall incur no liability for such termination which shall be effective upon thirty (30) days prior written notice of termination from the Association. The Association's right of termination does not extend to contract or grants between the Association and any governmental agency or public utility.

4.12 REMOVAL OF DIRECTORS. Should the members of the Association at any duly convened regular or special meeting desire, they may remove any director except directors designated by Declarant with or without cause by the vote of a majority of all members, and a successor may immediately be elected to fill the vacancy thus created. Should the membership fail to elect a successor, the Board may fill the vacancy.

4.13 PROVISO. Notwithstanding anything herein contained to the contrary, the directors shall not have the right or authority to do any act or take any action wherein the same would limit, modify or abridge the rights, privileges and immunities of the Declarant as set forth in the Declaration, the Articles and these By-laws.

4.14 COMMITTEES. The Board may delegate portions of its responsibilities to committees established for that purpose.

4.15 MANNER OF COLLECTION OF COMMON EXPENSES. The provisions of Paragraph 15 of the Declaration of Condominium setting forth the manner of collection of Common Expenses and other charges are incorporated herein by reference.

ARTICLE 5. OFFICERS.

5.1 GENERALLY. The officers of the Association shall be a President, one or more Vice Presidents, a Treasurer, a Secretary, and, if desired, one or more Assistant Secretaries, all of whom shall be elected annually by the Board and who may be peremptorily removed by a majority vote of the directors at any meeting. Any person may hold two or more offices, except that the President shall not also be the Secretary or an Assistant Secretary. The Board may, from time to time, elect such other officers and designate to manage the affairs of the Association, as it deems appropriate.

5.2 PRESIDENT. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of President of an association, including, but not limited to, the power to appoint committees from among the members, from time to time, as he may, in his discretion, determine appropriate to assist in the conduct of the affairs of the Association. The President shall be a member of the Board.

5.3 VICE PRESIDENT. The Vice President shall in the absence or disability of the President, exercise the powers and perform the duties of President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the directors or President.

5.4 SECRETARY. The Secretary shall keep the minutes of all proceedings of the directors and the members, including the count of all votes taken at any such proceeding, attend to the giving and serving of all notices to the members and directors, have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed, keep the non-financial records of the Association, and shall perform all other duties incident to the office of Secretary of an association and as may be required by the directors or President. The Assistant Secretary, if any, shall perform the duties of Secretary when the Secretary is absent.

5.5 TREASURER. The Treasurer shall have custody of all of the funds, securities and evidences of indebtedness of the Association. He shall keep the assessment rolls and accounts of the members and the books of the Association in accordance with good accounting practice and shall perform all other duties incident to the office of Treasurer.

ARTICLE 6. FISCAL MANAGEMENT; ASSESSMENTS; LIENS. The provisions for fiscal management of the Association set forth in the Declaration shall be supplemented by the following provisions:

6.1 MANNER AND NOTIFICATION. The Board of Directors shall fix and determine the sums necessary to pay all the Common Expenses, and other fees of the Condominium, including maintenance of proper reserves, pursuant to the provisions of the Declaration, Articles and these By-laws. The same shall be assessed against the Unit owners as provided in the Declaration and all the Exhibits attached thereto. Assessments for the first year (or prorata portion thereof) of the operation of the Condominium Property shall be as set forth in a projected budget established by the Declarant as the same may be amended by the Board from time to time.

6.2 PAYMENTS OF ASSESSMENTS. Except as specified to the contrary, funds for the payment of Common Expenses shall be assessed against the Unit Owners in the proportions provided in the Declaration. Said assessments shall be payable monthly, three months in advance, without notice, unless otherwise required by the Board. Liability for monthly assessment shall commence not later than sixty (60) days after the first Unit is conveyed. Unit Owners' liability shall commence at date of conveyance , and shall be prorated for partial months. At settlement the Unit Owner shall pay three (3) months of assessment in advance and shall pay a Working Capital Reserve Contribution equal to two (2) months of regular assessments. Special assessments, should such be required by the Board, shall be levied in the same manner as hereinbefore provided for regular assessment except notice thereof shall be given, and shall be payable in the manner determined by the Board. FAILURE TO PAY ANY ASSESSMENT WITHIN FIFTEEN (15) DAYS FROM THE DATE DUE, SHALL ENTITLE THE ASSOCIATION TO LEVY A LATE CHARGE AGAINST THE DEFAULTING UNIT OWNER OF FIFTEEN AND 00/100 DOLLARS ($15.00). THE PARTIES AGREE THAT THE LATE CHARGE IS NOT A PENALTY BUT IS VALID LIQUIDATED DAMAGES.

6.3 PROPOSED BUDGET. A copy of the proposed one (1) year budget shall be mailed to Unit Owners not less than thirty (30) days prior to the meeting at which the budget will be considered together with a notice of the meeting. The annual budget shall provide for at least the following items: Income and expenses, including but not limited to administration, maintenance, utilities and general expenses, reserves, and capital items. The budget shall be adopted at an open meeting of the Board of Directors. If the proposed budget is not adopted prior to the start of the new budget period, an assessment shall be presumed to be made in the amount of the last prior assessment and monthly installments on such assessments shall be due upon each installment payment date until changed by an amended assessment. In the event the assessments prove to be insufficient, the budget and assessments shall be amended at a meeting called for that purpose.

6.4 DEPOSITORY; WITHDRAWALS. The depository of the Association shall be such bank or banks as shall be designated, from time to time, by the directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the directors. Should the Association employ a Managing Agent, and should in the course of such employment said Managing Agent be charged with any responsibilities concerning control of any of the funds of the Association, then, and in such event, any Agreement with such Managing Agent pertaining to the deposit and withdrawal of monies shall supersede the provisions hereof during the term of any such agreement.

6.5 RECORDS. The Association shall maintain those records and make available written summaries thereof as required by the Condominium Act and the Declaration. In addition, a financial statement shall be prepared annually and supplied to the membership prior to the adoption of the next ensuing year's budget. At such times as the Condominium shall consist of fifty (50) or more units, the Annual Report shall be an audited report.

6.6 FIDELITY BONDS; PROVISO. Fidelity bonds shall be obtained by the Board for the Treasurer, Assistant Treasurer, if any, and all officers and employees of the Association handling or responsible for Association's funds, and for any contractor handling or responsible for Association's funds. The amount of such bonds shall be determined by the directors, subject to the minimum requirement of the Declaration. The premiums on such bonds shall be paid by the Association.

6. 7 FISCAL YEAR. The fiscal year of the Association shall be the calendar year; PROVIDED, HOWEVER, that the Board is expressly authorized to adopt a different fiscal year in accordance with the provisions and regulations from time to time prescribed by the Internal Revenue Code of the United States of America, at such time as the Board deems advisable. The budget year shall begin on January 1st of each year.

6.8 ACCELERATION OF PAYMENT OF INSTALLMENTS OF ASSESSMENTS. If a Unit owner shall be in default in the payment of an installment upon any assessment, the Board may accelerate the remaining installments for, in its discretion, the next twelve-month period, provided that notice of the acceleration is given to the Unit Owner within fifteen (15) days of failure to pay an installment when due, and which notifies the Unit Owner that if the Unit Owner fails to pay the installment within fifteen (15) days of the notice, full payment of the remaining annual assessment will then be due and shall constitute a lien on the Unit.

6.9 ACQUISITION OF UNITS. At any foreclosure sale of a Unit, the Association or its designee may acquire the Unit being foreclosed. The term "foreclosure" as used in this Article, shall mean and include any foreclosure of any lien, including a lien for assessments. The power of the Association to acquire a Unit at any foreclose sale shall never be interpreted as a requirement or obligation on the part of the Association to do so at any foreclosure sale; the provisions hereof being permissive in nature and for the purpose of setting forth the power of the Association. The Association may also acquire Units in the event damaged Units are not restored pursuant to the provisions of Paragraph 14 of the Declaration.

6.10 DEFAULT IN PAYMENT OF ANY ASSESSMENT; LIEN. In the event of a default by a Unit Owner in the payment of any assessment, the Association shall have all rights and remedies provided by law, including, but not limited to, those provided by the Condominium Act, and the liability of the owner of the Condominium Unit shall include liability for a reasonable attorneys, fee and for court costs incurred by the Association incident to the collection of such assessment or enforcement of its lien. If the Association elects to enforce its lien by foreclosure, the Unit owner shall be required to pay a reasonable rental for the Condominium Unit, to be fixed by the Board, and the Association shall be entitled to the appointment of a receiver to collect same. Nothing herein contained shall bar a suit to recover a money judgment for unpaid assessments without waiving the lien securing the same.

ARTICLE 7. COMPLIANCE.

7.1 VIOLATION BY MEMBER; REMEDIES. In the event of a violation (other than the nonpayment of an assessment) by the Unit owner of any of the provisions of the Declaration, these By-laws, or Rules and Regulations adopted pursuant to any of same, the Association shall notify the Unit owner by written notice of the alleged violation and the action required to abate the violation, transmitted by mail, and if such violation shall continue for a period of ten (10) days from the date of notice, the Association shall have the right to treat such violation as an intentional, inexcusable and material breach thereof, and the Association may then pursue any remedy available, including but not limited to a hearing before the Board pursuant to Section 11-113 of the Condominium Act. No action taken shall be deemed an "election of remedies". Upon a finding by the Court that the violation complained of has occurred, the offending Unit Owner shall reimburse the Association (or Managing Agent, it any) for all costs and losses including reasonable attorneys' fees and costs incurred in bringing such action. Failure on the part of the Association to maintain such action at law or in equity within thirty (30) days from date of a written request, signed by a Unit owner and sent to the Association, shall authorize any Unit Owner to bring an action in equity or suit at law, on account of the violation, in the manner provided in the Condominium Act. Any violations which are deemed by the Board to be a hazard to public health or safety may be corrected immediately as an emergency matter by the Association and the cost thereof shall be charged to the Unit Owner as a specific item and shall be a lien against said Unit with the same force and effect as if the charge was a part of the Common Expenses attributable to such Unit Owner. In the event of a noncontinuing default making the notice period impractical, the Association may take such punitive action,

including, but not limited to, the suspension of privileges for reasonable periods of time without a corresponding reduction in assessments.

7.2 LIABILITY OF UNIT OWNERS. All Unit Owners shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or by that of any member of his family, or his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in insurance rates occasioned by use, misuse, occupancy or abandonment of any Unit or its appurtenances. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation. The expense of any maintenance, repair or replacement required shall be charged to said Unit Owner as a specific item and shall be a lien against said Unit with the same force and effect as if the charge was a part of the Common Expenses attributable to such Unit Owner's Unit.

7.3 LIABILITY OF UNIT OWNERS TO MANAGING AGENT. Paragraph 6.10 above shall include any assessment due by virtue of a Management Agreement with a Managing Agent (if any) and such Managing Agent shall also have the right to bring such actions and the right to obtain such relief in its own name, including damages, attorneys' fees and costs, to enforce the provisions thereof.

7.4 NO WAIVER. The failure of the Association or of a unit owner to enforce any right, provision, covenant or condition which may be granted by any of the provisions of the Declaration or By-laws shall not constitute a waiver of the right of the Association or a Unit owner to enforce such right, provision, covenant or condition in the future.

7.5 SURVIVING LIABILITY. Termination of membership in the Association shall not relieve said party from any liability, financial or otherwise, incurred by said party while a member and shall in no way impair any rights that the Association has, or may have had, against the terminating member.

7.6 CHARGES FOR VIOLATION OF RULES, ETC. The Association shall have the power, in accordance with the provisions of Section 11-113 of the Condominium Act, as amended from time to time, to assess charges against any Unit Owner for any violation of the Condominium instruments or of the rules and regulations promulgated pursuant thereto for which such Unit owner or his family members, tenants, guests or other invitees are responsible. Before any such charges may be assessed, the Unit Owner shall be given written notice and an opportunity to be

heard before the Board. Notice of such hearing shall, at least fourteen (14) days in advance thereof, be hand delivered or mailed by registered or certified United States mail, return receipt requested, to such Unit Owner at the address or addresses required for notices of meetings pursuant to Section 11-109 of the Condominium Act. The amount of any charges so assessed shall not exceed fifty dollars for a single offense or ten dollars per day for any offense of a continuing nature, and shall be treated as an assessment against such Unit Owners' Condominium Unit for the purpose of Section 11-110 of the Condominium Act.

ARTICLE 8. LIMITATION OF LIABILITY. Notwithstanding the duty of the Association to insure, maintain and repair the Condominium Property, it shall not be liable for injury or damage caused by a latent condition in the property nor for injury or damage caused by the elements, or by other owners or persons.

ARTICLE 9. PARLIAMENTARY RULES. Roberts Rules of order (latest edition) shall govern the conduct of Association proceedings when not in conflict with the Declaration, the Articles, these By-laws, or with the Condominium Act.

ARTICLE 10. AMENDMENTS TO BY-LAWS. Amendments to By-laws as hereinafter defined and provided for, shall be proposed and adopted in the following manner:

10.1 PROPOSAL. Amendments to these By-laws may be proposed by the Board acting upon vote of the majority of the directors or by members of the Association having twenty-five percent (25%) of the votes in the Association, whether meeting as members or by an instrument in writing signed by them.

10.2 CALL FOR MEETING. Upon any amendment or amendments to these By-laws being proposed by said Board or members, such proposed amendment or amendments shall be transmitted to the President of the Association, or other officer of the Association in the absence of the President, who shall thereupon call a Special Joint Meeting of the members of the Board and the membership for a date not sooner than twenty (20) days or later than sixty (60) days from receipt by such officer of the proposed amendment or amendments. It shall be the duty of the Secretary to give to each member written or printed notice of such meeting in the same form and in the same manner as notice of the call of a special meeting of the membership is required as herein set forth. Notice shall be posted at a conspicuous location on the Condominium Property.

10.3 VOTE NECESSARY; RECORDING. In order for such amendment or amendments to become effective, the same must be approved by an affirmative vote of sixty-six and two thirds percent

(66-2/3%) of the entire membership of the Board and by an affirmative vote of the members having sixty-six and two thirds percent (66-2/3%) of the votes in the Association. Thereupon, such amendment or amendments to these By-laws shall be transcribed, certified by the President or a Vice President and Secretary or Assistant Secretary of the Association, and a copy thereof shall be recorded in the Clerk's office of the Circuit Court of St. Mary's County, Maryland, within ten (10) days from the date on which any amendment has been affirmatively approved by the directors and members.

10.4 PROVISO. Notwithstanding the foregoing provisions of this Article 10, no amendment to these By-laws which affects the Declarant may be adopted or become effective without the prior written consent of the Declarant.

ARTICLE 11. BY-LAWS PERTAINING TO USE AND DECORUM.

11.1 DEFINITION. "Use" and "Decorum" as used herein shall refer to matters pertaining to dress, decorum, noise, use of Units and Use of Common Elements.

11.2 SCOPE; REMEDY FOR VIOLATION. These By-laws are reasonably calculated to promote the welfare of the Unit owners. The violation of such By-laws shall bar any Unit owner or his family and invitees from the use of the Common Elements, as the Board may deem appropriate, and shall subject any person violating the same to any liability imposed by the Declaration and these By-laws.

11.3 RULES AND REGULATIONS. The Association may promulgate Rules and Regulations concerning the use of the Condominium Property. Said Rules and Regulations shall be adopted pursuant to the Provisions of Section 11-111 of the Condominium Act.

ARTICLE 12. INDEMNIFICATION.

12.1 OFFICERS AND DIRECTORS. The Association shall and does hereby indemnify and hold harmless every director and every officer, including the first officers and directors, their heirs, executors and administrators, against all loss, cost and expenses reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a director or officer of the Association, . including reasonable counsel fees, except as to matters wherein he shall be finally adjudged in such action, suit or proceeding, to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to, and not exclusive of, all other rights to which such director or officer may be entitled.

12.2 INSURANCE. The Association may, if available, at the Association's expense, purchase officer's and director's liability insurance and shall cause the officers and directors, from time to time serving, to be named insureds.

ARTICLE 13. UNIT OWNERS RESPONSIBILITY CONCERNING LIENS AND TAXES.

13.1 LIENS AND TAXES. All liens against a Condominium Unit, other than for permitted mortgages, taxes or special assessments, shall be satisfied or otherwise removed within ten (10) days of the date the lien attaches. All taxes and special assessments upon a Condominium Unit shall be paid at least thirty (30) days before becoming delinquent or as provided in the Declaration, or these By-laws, whichever is sooner.

13.2 NOTICE TO ASSOCIATION. A Unit Owner shall give notice to the Association of every lien upon his Unit, other than for permitted mortgages, taxes and special assessments, within five (5) days after the attaching of the lien.

ARTICLE 14. MORTGAGES.

14.1 NOTICE TO BOARD OF DIRECTORS. A Unit Owner who mortgages his Unit shall notify the Board of Directors of the name and address of his mortgagee. The Board of Directors shall maintain such information in a book entitled "Mortgagees of Units."

14.2 NOTICE OF UNPAID ASSESSMENTS. The Board of Directors, whenever so requested in writing by an Institutional Lender holding a first mortgage on a Condominium Unit, shall promptly report any then unpaid assessments due from, or any other default by, the owner of the mortgaged Unit.

14.3 EXAMINATION OF BOOKS. Each Unit Owner and each Institutional Lender holding a first mortgage on a Condominium Unit shall be permitted to examine the books of account of the Association at reasonable times and upon reasonable notice, or a business day, but not more often than once a month.

14.4 NOTICE OF TERMINATION OF MANAGEMENT CONTRACTS. The Board of Directors shall notify the Institutional Lender having the maximum number of first mortgages on Condominium Units in the Condominium in writing of the termination of any management contract within ten (10) days of receipt or issuance of any notice of such termination by either the Association or the Managing Agent. Notwithstanding the foregoing, the prior written approval of the Institutional Lender having the maximum number of first mortgages on Condominium Units in the Condominium shall be required to effectuate any decision by the Unit Owners

Association to terminate professional management and assume self-management of the Condominium.

14.5 AUDITED FINANCIAL STATEMENT. Every Institutional Lender holding a first mortgage on a Condominium Unit shall be entitled to receive, upon written request, a copy of the annual financial statement within sixty (60) days following the end of the Association's fiscal year. If the Annual Report is not an audited report, the Lender shall have the right to have an audited report prepared at its expense.

14.6 OTHER MORTGAGEES RIGHTS. Every Institutional Lender holding a first mortgage on a Condominium Unit or their representatives shall be entitled to attend meetings of the Unit owners Association and shall have the right to speak thereat.

14.7 AMENDMENT TO THE DECLARATION OR TO THE BY-LAWS. Except as otherwise permitted by the Condominium Instruments, the prior written approval of Eligible Lenders who represent at least fifty-one percent (51%) of the votes of Unit Estates that are subject to mortgages held by Eligible Lenders will be required for any material amendment to the Declaration or By-Laws of the Unit Owners Association. An Amendment would be deemed material if it changed voting rights, increased assessments by more than twenty-five percent (25%), reduced reserves, changed the responsibility for maintenance and repairs, reallocated interest in Common Elements, redefined Unit boundaries, converted Units to Common Elements or Common Elements to Units, resulted in an expansion or contraction of the Condominium not contemplated by the Declaration, changed insurance requirements, further restricted leasing of Units, imposed restrictions on sale or transfer of Units, or restoration or repair of the Condominium in a manner not specified in the Declaration.

ARTICLE 15. CONFLICT. In the event of any conflict between the By-laws contained herein, or from time to time amended or adopted, and the Declaration, the Declaration shall prevail.

The foregoing were adopted as the By-laws of WESTMEATH Owners Association, Inc., a non-stock, non-profit corporation established under the Laws of the State of Maryland at the first meeting of the Board of Directors on the 24th day of September, 2002.

WESTMEATH OWNERS ASSOCIATION, INC.

By: Ed Conley Jr
President

ATTEST:

By: _____

BOOK 0 08 PAGE 053 -

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

SWORN TO AND SUBSCRIBED before me this 24th day of September, 2002, by Edward R. Curley, III, President of Westmeath Owners Association, Inc.

My commission expires: June 4, 2003

Rhonda R. Valentine
Notary Public

STATE of MARYLAND,
CITY/COUNTY OF ST. MARY'S, to-wit:

SWORN TO AND SUBSCRIBED before me this 24th day of September, 2002, by William B. Cave, Secretary of Westmeath Owners Association, Inc.

My commission expires: June 4, 2003

Rhonda R Valentine
Notary Public

BOOK 0008 PAGE 0354

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

AMENDMENT TO DISCLOSURES PURSUANT TO THE MARYLAND HOMEOWNERS ASSOCIATION ACT

13 January, 2003

(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:	Kurt Engel Deer Wood Park Drive P.O. Box 363 Great Mills, Maryland 20634
Vice-President:	Salvatore Sanfilippo Deer Wood Park Drive P.O. Box 363 Great Mills, Maryland 20634
Treasurer:	Don Nguyen Deer Wood Park Drive P.O. Box 363 Great Mills, Maryland 20634
Secretary:	James Hoey Deer Wood Park Drive P.O. Box 363 Great Mills, Maryland 20634
Board Member:	Andy Connolly Deer Wood Park Drive P.O. Box 363 Great Mills, Maryland 20634

RECORDING FEE 16.00
TOTAL 16.00
Rec't 022662
CHG LP CK # 2007
Jan 27, 2003 11:00 am

(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)
KURT ENGEL,
President

STATE OF MARYLAND
COUNTY OF ST. MARY'S,

I HEREBY CERTIFY, that on this 13 day of January, 2003, before me, the subscriber, a Notary Public for the State and County, personally appeared KURT ENGEL 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: 1 Jan 2007

pc \\server\forms\Real estate\Homeowners Associations\Chestnut.hill\Amendment to First Disclosure 03'.doc

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

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.

March 19, 2003

(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
Quality Built Homes, Inc.
P. O. Box 587
Prince Frederick, Maryland 20678

CONTACT PERSON:
Rodney N. Gertz
P. O. Box 587
Prince Frederick, Maryland 20678

RECORDING FEE 20.00
TOTAL 20.00
RECPT # 67472
BLK # 1736
APR 11, 2003 10:24 AM

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 third phase of the subdivision contains initially twenty-eight (28) lots and two (2) outparcels in phase three of the subdivision. Plats for Phase III are recorded among the Land Records of St. Mary's County, Maryland, in Liber E.W.A. 55, Folio 48. (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 second phase of the subdivision, as disclosed in the Supplemental Disclosures previously recorded in the Land Records for St. Mary's County, Maryland, contains thirty-six (36) lots and 1 outparcel). 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 P at 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 t ıe 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 wi l be $50.00 per lot per year unless otherwise determined pursuant to the terms of the attached By-Laws, Articles, an d/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 Supplemental Amendment to Disclosures the date first above written.

ATTEST

Date

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

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

ATTEST:

Date

Quality Built Homes, Inc.

By _____
Rodney N. Gertz
Vice President

STATE OF MARYLAND, COUNTY OF CALVERT, to wit:

I HEREBY CERTIFY, that on this 19th day of MARCH, 2003, 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.

Notary Public

My Commission Expires:
11/01/04

BOOK 0003 PAGE 0059

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

I HEREBY CERTIFY; that on this 25 day of March, 2003, 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

My Commission Expires:

09-01-06

L. PATRICIA LAVATO NOTARY PUBLIC CALVERT COUNTY, MD.

BOOK 0008 PAGE 0060

BY-LAWS

OF

ST. GEORGE PIER HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION: The name of the Corporation is ST. GEORGE PIER HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the corporation shall be located at Trout Line Way, Piney Point, 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 30.00
TOTAL 30.00
Rcpt# SM02 Rcpt # 21111
LWA KCD 01: # 1053
May 30, 2003 11:10 am

ARTICLE II

DEFINITIONS

Section One: "Association" shall mean and refer to ST. GEORGE PIER 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, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section Three: "Common Area" shall mean all real property owned by the Association 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

RETURN TO:
TRI COUNTY ABSTRACT, INC.

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 ST. GEORGE PIER HOMEOWNERS ASSOCIATION, INC, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 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.

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

Section Nine: "Adult" any person eighteen (18) years of age or older.

Section Ten: "Board of Directors" shall mean the governing body elected by the owners of units in St. George Pier Subdivision.

Section Eleven: "Community" shall mean the residential area known as the St. George Pier Subdivision and governed by the St. George Pier Homeowner's Association, and hereinafter referred to as the Association.

Section Twelve: "Contractor" shall mean a person who supplies material or perform work at a stipulated price.

Section Thirteen: "Guest" shall mean a non-resident visiting with a St. George Pier resident or with the knowledge and permission of the resident.

Section Fourteen: "House Guest" shall mean a visitor who will be staying overnight in a St. George home with the knowledge and permission of the resident.

Section Fifteen: "Lessee" shall mean any person holding property under a lease.

Section Sixteen: "Quorum" shall mean a majority of Subdivision owners or of the Board of Directors, as applicable to the Sections mentioning "quorum."

Section Seventeen: "Renter" shall mean any person who makes periodic payment to the owner of a unit for the right to occupy that unit for an agreed to period of time.

Section Eighteen: "Resident" shall mean any person whose permanent domicile is a unit in the St. George Pier Subdivision.

Section Nineteen: "Trespasser" shall mean one who intrudes into the Association common elements or individual unit without the permission of the Board or resident respectively.

Section Twenty: "Unit" shall mean a subdivision residence as recorded in the Land Records of St. Mary's County, Maryland.

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-fourth (1/4) of all of 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 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 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 are members of the Association.

Section Two: Term of Office. At the annual meetings the members shall elect three directors for a term of one year.

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. The original Board of Directors shall be selected by the Declarant and shall be voted upon at the first annual meeting. 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

MEETINGS OF DIRECTORS

Section One: Regular Meetings. Regular meetings 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-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 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 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 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 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 be a president and vice president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section Two: Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

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

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

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association 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 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 waiver or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

ARTICLE XII

RULE MAKING

Section One. PROPOSING RULES.

A) A rule may be adopted, repealed, or amended upon

1) The motion of a member of the Board of Directors to publish the proposed rule change to all owners

2) A second to the motion

3) Approval of publication by a majority vote of a quorum of the Board of Directors

B) A motion to publish a rule change must be placed on the agenda of the meeting at which it will be considered and shall be prepared in writing for the consideration of the Board of Directors

at such meeting

C) The proper form for a motion to publish a proposed rule change is as follows:

MOTION TO PUBLISH PROPOSED RULE

Mr./Ms. _____ PROPOSES TO adopt, amend, repeal a new section to the rules and regulation and to PUBLISH such notice of the proposed adoption, repeal, or amendment of, the rules and regulations to all owners as follows:

RULE CHANGE PROPOSED

Association Director Mr./Mrs. _____ at the _____, 20_____, Board of Directors meeting proposed to adopt, repeal, amend a new section to the Association's rule and regulations as follows:

CHAPTER# _____
(insert heading)

_____
(x.xxx sub paragraph heading)

_____
(insert the text of the section as proposed using"[]" to indicate the deleted language and by underlining the new language)

A rule making hearing on the proposed change will be held at _____ o'clock on _____, 20____ at the _____ located at _____.

Owners are invited to present their views in person or in writing

When an owner submits written comments on a proposed rule change, their signature must be affixed to each comment.

Section Two. NOTICE OF PROPOSED RULE CHANGE.

A) A proposed rule approved by the Board of Directors shall be mailed to non-resident owners and/or delivered to each owner within fourteen (14) days of its approval for publication.

B) The Notice of a proposed change which shall include the: (1) date; (2) time; (3) location of such hearing; and (4) an invitation to owners to present their views on the proposed rule in person at the hearing or in writing.

Section Three. HEARING ON PROPOSED RULE CHANGE.

A) A quorum of the Board of Directors shall conduct a hearing to receive comments on the proposed rule change, not more than sixty (60) days nor less than thirty (30) days following the date notice of such ruling is given to owners.

B) If a quorum is not present, a new hearing shall be announced and shall be scheduled as soon as if feasible after the originally scheduled hearing.

C) If no owners appear to present their comments within thirty (30) minutes of the published time of the hearing, the Board of Directors shall note the receipt of the written comments, if any, and shall conclude the hearing.

D) Any owner may appear and speak at a rule making hearing, or be present by written statement. Written comments should be addressed to the President of the St. George Pier Homeowners Association.

Reference: Rule Making Hearing of the _____ day of _____, 20____ and shall be signed by the owner making such comment.

Section Four. ADOPTING THE FINAL RULES.

A) At the next regularly scheduled meeting following the rule making hearing, the Board of Directors shall, upon notice and second and by a majority vote of a quorum of its members, adopt, modify, annul, or reject the proposed rule change. If the Board of Directors modifies the proposed

rule, additional publication of the modification shall not be required and the Board of Directors shall vote on the proposed rule as modified.

B) The proper form for a motion to act on a final rule change is as follows:

Mr./Mrs. _____ moves to adopt, modify, annul, reject the proposed rule change brought on for hearing the _____ day of _____, 20____ to read as follows

Chapter_____ _____

_____

(insert text of section to be approved using "[]" to indicate deleted language and underlining to indicate added or new language

Effective the _____ day of _____, 20____.

Section Five. NOTICE OF FINAL RULE CHANGE. The text of each rule change passed by the Board of Directors at a final hearing shall be mailed to each non-resident owner and/or delivered to each resident owner, renter, or lessee within seven (7) days of its adoption. Each notice of a rule change shall include the effective date of the change.

Section Six. EFFECTIVE DATE OF RULES. Any rule adopted or modified shall be effective as adopted or modified fourteen (14) days after the notice referred to tin Section Five. is given or at such later date as determined by the Board of Directors.

Section Seven. APPEALS FOR EXCEPTION.

A) Each owner has the right to appeal to the Board of Directors for an individual exception to a rule. To exercise this right of appeal, an owner must appeal to the Board of Directors in writing within fourteen (14) days of the effective date of the rule change.

B) Appeals filed after the expiration of the appeal period may be considered at the discretion of the Board of Directors.

C) An owner who purchasers a unit after the expiration of the appeal period has a right of

appeal for exception for one (1) year after the purchase settlement date regardless of when the rule was adopted.

D) The appeal must state the owner's reason for such exception, must be dated, must be signed by the owner, and shall be delivered to the President of the St. George Pier Homeowner's Association.

E) The Board of Directors shall consider an appeal at the regularly scheduled meeting next following its receipt. The Board of Directors shall grant or deny requested exception in writing addressed to the owner making the appeal.

Section Eight. NOTICE OF EXCEPTION.

A) If the Board of Directors grants an individual exception to a rule, the Board of Directors shall give notice of the exception and the reasons therefore to each Subdivision unit owner.

B) If the Board of Directors denies the exception, no publication of the denial is required.

ARTICLE XIII

ENFORCEMENT

Section One. UNIT OWNERS RESPONSIBLE. The owner shall inform the following persons of these ruled and shall ensure that the owner's conduct and conduct of the following persons do not violate these rules: (1) tenants, residents or occupants of the owner's unit; (2) the owner's licensees (including but not limited to visitors, guests and others on condominium property at the owner's request or by the owner's permission or authority); and (3) licensees of tenants, residents or occupants of the owner's unit.

Section Two. ENFORCEMENT PROCEEDINGS. Proceedings for the enforcement of these rules may be commenced by the filing of a complaint or by the Board of Directors upon its motion.

Section Three. FILING A COMPLAINT.

A) Any owner may file with the Board of Directors a complaint against any other owner, or any tenant, resident or occupant of the other owner's unit for violation of these rules.

B) A complaint for violation of these rules shall be filed with a member of the Board of Directors in the following form:

COMPLAINT

_____, the unit owner at
(insert complainant's name)

_____, brings this complaint for violation of
(insert complainant's address)

CHAPTER_____; _____, Section _____.
(insert number and heading) (number)

AGAINST

_____, the unit owner at
(insert alleged violator's name)

_____.
(insert alleged violator's address)

AND

_____, a tenant, resident, occupant at
(insert alleged violator's name)

_____, as a result of the following, which
(insert alleged violator's address)

_____ observed on _____.
(insert complainant's name) (insert date)

_____

_____

_____ _____
(insert date of complaint) (signature of complainant)

_____ _____
(insert complainant's phone#) (printed complainant's name)

Section Four. CHARGE OF VIOLATION.

A) Upon the commencement of an enforcement proceeding, the Board of Directors shall charge the person(s) against whom the complaint is brought with a violation of these rules.

B) Upon commencement of an enforcement proceeding against a tenant, resident, or occupant of the owner's unit, the owner shall be charge with the violation of these rules committed by the tenant, resident or occupant of the owner's unit.

C) Upon the commencement of an enforcement proceeding, the Board of Directors may charge an owner with a violation of these rules committed by the owner's licensees (including but not limited to the owner's guests, visitors and others on condominium property at the owner's request, by his permission or authority) or those of the tenant, resident or occupant of the owner's unit.

Section Five. NOTICE OF VIOLATION.

A) The Board of Directors shall give to the person(s) charged, written notice of the charge of violation of these rules.

B) If the person(s) charged is other than an owner, the Board of Directors shall also give written notice to the owner of that person's unit.

C) Notice of violation shall also be given in the following form:

NOTICE OF VIOLATION TO

_____
(insert alleged violator's name and address)

of _____

An enforcement proceeding has been commenced against you as an Owner for violation of the rules of St. George Pier Homeowners Association, and against _____, a tenant, resident or occupant of your unit.
(insert other alleged violator's name & address)

YOU ARE CHARGED WITH VIOLATION OF CHAPTER _____;
_____ by _____
(insert description of alleged offense)
on _____.
(insert date of alleged offense)

The Board of Directors hereby demand that violation of the above rule not be repeated and that any violation which is of a continuing nature, i.e. which cannot be corrected or stopped immediately, shall end within ten (10) days from the date of this notice. Any subsequent violation of the above rule within twelve (12) months from the date of this notice or failure to end a continuing violation within the time specified above may result in the imposition of a fine, a suspension of visiting rights, or other privileges granted by The St. George Pier Homeowners Association, upon the notice and hearing as provided by the rules of the Association.

_____ _____
(insert date of notice) FOR THE BOARD OF DIRECTORS

Section Six. SUBSEQUENT VIOLATION.

A) If a person is charged: (1) with a subsequent violation of the same rule within twelve (12) months from the date of notice of a first violation; or (2) fails to end a continuing violation within ten (10) days from the date of notice of violation, the Board of Directors shall give the person charged written notice that a hearing shall be held to determine whether a fine, suspension of voting rights or suspension of other privileges shall be imposed.

B) If the person charged is other than an owner, the Board of Directors shall also give a written notice of the hearing to the owner of that person's unit.

C) Notice of hearing shall be given in the following form:

NOTICE OF HEARING TO

_____.
(insert name and address of alleged violator)

An enforcement action for (subsequent violation, continuing violation) has been properly filed against you as the owner of _____.

AND AGAINST

_____
(insert name and address of alleged tenant, resident, occupant violator)
a tenant (resident or occupant) of _____.

YOU ARE CHARGED WITH VIOLATION OF CHAPTER _____

_____ by _____
(heading) (insert description of alleged offense)

_____
on _____.
(insert date of alleged offense)

A HEARING SHALL BE HELD before the Board of Directors to determine whether a fine, suspension of voting rights, or other privileges shall be imposed for this violation. The hearing shall be held on _____.
(insert date of hearing not less than 10 days from date of notice
at _____. The PROPOSED PENALTY IS _____.
(insert time) (describe penalty)

YOU ARE INVITED TO ATTEND THE HEARING and produce any statement, evidence, and witnesses on your behalf.

FAILURE TO PAY ANY FINE IMPOSED AT THE HEARING MAY RESULT IN THE PLACING OF A LIEN AGAINST YOUR PROPERTY.

_____ _____
(insert date of notice) FOR THE BOARD OF DIRECTORS

Section Seven. HEARING ON VIOLATION.

A) Not sooner than ten (10) days nor later than thirty (30) days following that date on which notice of hearing is given, a quorum of the Board of Directors, in executive session, shall hold a hearing on the alleged subsequent or continuing violation.

B) If no quorum is present within fifteen (15) minutes after the time scheduled or the commencement of the hearing, the hearing shall be adjourned to a time not more than ten (10) days after originally scheduled hearing. If no quorum is present within fifteen (15) minutes after the time scheduled for the commencement of the adjourned hearing, the charge of subsequent or continuing violation shall be dismissed.

C) The Board of Directors in its discretion may designate a hearing officer who shall preside at the hearing and shall ensure that it is conducted in a fair and courteous manner.

D) A written record of the hearing shall be kept and shall be considered minutes of the Board. Proof of the hearing notice and invitation to be heard shall be placed iii tire hearing record. The proof shall consist of a copy of the hearing notice and a written statement of the date and manner of its delivery by the person who delivered, or caused to be delivered, the notice. The hearing record shall contain the findings of the Board with respect to the charge and the penalty, if any, imposed.

E) The hearing officer shall read the initial charge and the charge of subsequent or continuing violation.

F) In the case of an enforcement proceeding, the complainant shall have the burden of proof, and shall present testimony or other evidence to support the alleged violation.

G) The person charged may make a statement, present evidence, and present witnesses on his/her behalf.

H) The Board shall determine, by weight of the evidence presented whether the subsequent or continuing violation charged has occurred. The hearing officer shall announce the Board of Director's determination and the penalty imposed by the Board of Directors pursuant to Section Eight., before the hearing is adjourned.

If any penalty is imposed, the Board of Directors shall give the owner and the person charged, if other than the owner, written notice of the hearing determination and the penalty imposed. The notice shall be in the following form:

NOTICE OF HEARING DETERMINATION AND PENALTY IMPOSED TO

_____ OF _____

As a result of a hearing held by the Board of Directors of The St. George Pier Homeowners Association, on _____ for violation of Chapter
(insert date)
_____;_____of its rules the Board of Directors has FOUND YOU {TO BE} {NOT TO BE} IN VIOLATION OF ITS RULES.

In accordance with Section Nine. of its rules, the Board of Directors has approved and hereby imposes the following PENALTY:

_____
(insert penalty imposed, e.g. NONE, FINE)

AMOUNT OF PENALTY IMPOSED $_____

If any fine has been imposed, the amount stated is due and payable together with your next monthly condominium fee.

Section Eight. DELIVERY OF NOTICE. Any notice required by these rules may be delivered by (1) personal service; or (2) certified mail return receipt requested to the persons charged at the person's address on file with the Board of Directors.

Section Nine. PENALTIES.

A) If, after the hearing, the Board of Directors determines that a subsequent or continuing violation of these rules has been committed or permitted by the person's charges, the Board of Directors may (1) suspend such privileges as the Board of Directors may deed proper; or (2) suspend the owner's right to vote in any matter determined by vote of the owners; (3) impose on the owner a fine of not less than $30 or more of the above penalties. Such fine shall be due and payable together with the monthly condominium fee next due after the date of the hearing.

B) If an Owner fails to comply with (1) the Maryland Homeowners Association Act, as amended; or (2) the Declaration; or (3) the By-Laws; or (4) a determination made as provided by this chapter; the unit owner may be 1) sued for damages caused by the failure; or 2) sued for

injunctive relief; or 3) both, by the owners or by any individual unit owner.

C) If, in the case of such suit, the Association of the individual owner prevails, the Association or the individual owner shall be entitled to an award for attorney fees as determined by the Court.

D) The failure of the Board of Directors to enforce a provision of (1) the Maryland Homeowners Association Act, as amended; (2) the Declaration; (3) the By-Laws; or (4) these rules, on any occasion, is not a waiver of the right to enforce any such provision on any other occasion.

ARTICLE XIV

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: ST. GEORGE PIER 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 veto amendments while there is Class B membership.

Section Two: In the case of any conflict between the Article 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.

IN WITNESS WHEREOF, we, being all of the directors of the ST. GEORGE PIER HOMEOWNERS ASSOCIATION INC., have hereunto set our hands and seals this 18th day of March, 2003.

ST. GEORGE PIER HOMEOWNERS ASSOCIATION, INC.

Brandy M. Morris
Witness

By: Howard E. Kimball, President

CERTIFICATION

I, THE UNDERSIGNED, do hereby certify:

That I am the duly elected and acting secretary of the St. George Pier 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 18th day of March, 2003.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 18th day of March, 2003.

Charles S. Kimball, Secretary

BOOK 0008 PAGE 0083

SWASH BAY HOMEOWNERS ASSOCIATION, INC.
(A Maryland Non-Stock Corporation)

AMENDMENT TO
DISCLOSURES PURSUANT TO THE
MARYLAND HOMEOWNERS ASSOCIATION ACT

Dated: 3 June, 2003

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

Swash Bay Homeowners Association, Inc.
21745 South Coral Drive
P.O. Box 1114
Lexington Park, Maryland 20653

RECORDING FEE 10.00
TOTAL 10.00
Rest SM02 Rcpt # 71583
CHA C33 Bill # 763
Jun 06, 2003 12:36 PM

President: **Charles Slade**
P.O. Box 1114
Lexington Park, Maryland 20653

Treasurer: **Kelly Ervin**
P.O. Box 1114
Lexington Park, Maryland 20653

Secretary: **Tom Waldridge**
P.O. Box 1114
Lexington Park, Maryland 20653

(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:
SWASH BAY HOMEOWNERS
ASSOCIATION, INC.

_____ By: _____(SEAL)
CHARLES SLADE,
President

STATE OF MARYLAND
COUNTY OF ST. MARY'S,

I HEREBY CERTIFY, that on this 3rd day of June, 2003, before me, the subscriber, a Notary Public for the State and County, personally appeared CHARLES SLADE in his capacity as President of SWASH BAY 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: 08/01/05

pc \\server\forms\Real estate\Homeowners Associations\Swash Bay\Amendment to Disclosures.doc

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

BOOK 0008 PAGE 0035

BY-LAWS
MILL POINT IMPROVEMENT ASSOCIATION, INC.

ARTICLE I
BOARD OF GOVERNORS

SECTION 1. The Board of Governors shall hold regular monthly meetings. Special Meetings of the Board of Governors may be convened by the President in his discretion, upon one-day notice to the Board of Governors. The President shall convene a special meeting whenever four (4) or more members of the Board of Governors indicate in writing a desire to hold a special meeting.

RECORDING FEE 50.00
TOTAL 50.00

SECTION 2. Six (6) members of the Board of Governors shall constitute a quorum at any meeting.

Rest SM02 Rcpt # 71919
EWA KEB Blk # 1466

SECTION 3. The Board of Governors shall establish bank accounts for the Association and borrow money as necessary in connection with the operation, management, maintenance, and/or repairs needed by the Association, except that the total indebtedness outstanding for such purposes, , shall not exceed fifty thousand dollars ($50,000.00) without the prior approval of a majority of the members in good standing.

Jun 12, 2003 02:23 PM

ARTICLE II
SPECIAL MEETINGS

SECTION 1. A Special Meeting of the membership may be convened by the President upon the giving of notice to the membership not less than ten (10) days prior to date of such special meeting.

SECTION 2. Whenever twenty (20) or more members, in good standing, indicate in writing, to the President, the desire to hold a special meeting, the President shall convene a Special Meeting of the membership and the Secretary shall give a ten (10) day notice to the membership of the time and place of such meeting.

ARTICLE III
MEMBER IN GOOD STANDING; DUES

SECTION 1. To maintain the status of a member in good standing, all annual membership dues, as established by the Board of Governors and agreed upon by the membership, shall be paid in full. Members in good standing shall be entitled to vote at Association meetings, to serve on the Board of Governors, and to use all facilities made available by the Association, for themselves, their families, and their guests.

SECTION 2. Membership in the Association is obligatory upon the land holders in the subdivision since each family's membership dues are essential to the support of the recreation and social facilities of the Association which, as a group, enhance the value of each person's home site or lot.

SECTION 3. Membership dues shall be assessed annually and shall be based upon the annual budget as submitted by the Budget and Finance Committee and approved by the membership.

SECTION 4. Dues statements shall be provided annually to the membership during the month of October. It is obligatory on all members to submit payment of the full assessment no later than January 15th of the following calendar year.

SECTION 5. In the event dues are not paid by any property owner in the Mill Point Shores subdivision by January 15th of the year following the issuance of the assessment, interest at the annual rate of ten percent (10 %) will begin accruing on any unpaid assessment balance. Any unpaid dues will be treated by the Association as a lien against the real property for which the dues were assessed and accordingly, any such real property may be subject to

ARTICLE IV
AUDIT OF ACCOUNTS

SECTION 1. During the month of October each year and at such other times and may be required by the Board of Governors, all books and accounts of the Association shall be audited. Any such audit which the Board of Governors does not require to be made by a certified public accountant shall be made by a committee of no more than five (5) members in good standing, appointed for that purpose by the President.

ARTICLE V
STANDING COMMITTEES

SECTION 1. The President shall appoint the following standing committees consisting of members in good standing. The President shall appoint a Board member to each standing committee.

A. A Budget and Finance Committee of no more than five (5) members.
B. A Buildings and Grounds Committee of no more than five (5) members.
C. An Activities Committee of no more than ten (10) members.
D. A Religious Committee of no more than five (5) members.
E. A Security Committee of no more than ten (10) members.
F. A Property Owners Committee of no more than five (5) members.
G. A Clubhouse Committee of no more than two (2) members.

SECTION 2. Once each year, the Budget and Finance Committee shall make a study of the financial needs of the Association. Based upon each study, the Committee shall present a budget to the Board of Governors and after the Board shall have made such amendments or modifications as it deems wise or suitable, the budget shall be presented to the membership for approval at the Annual Business Meeting of the Association.

SECTION 3. The Buildings and Grounds Committee shall be responsible for the preliminary inspection and screening of all plans for the erection of structures within Mill Point Shores; based upon existing standards of construction, they shall recommend to the Board of Governors the approval or rejection of such plans. It shall make periodic inspections of the properties of the Association and its members and make reports thereon to the President for his use in making recommendations to the Board of Governors regarding improvements, general maintenance and repair. They shall report to the President on all unlawful and hazardous construction or conditions existing within Mill Point Shores.

SECTION 4. The conduct of social affairs of the Association shall be the duty of the Activities Committee together with such duties as the Board of Governors or President may prescribe.

SECION 5. The conduct of religious affairs sponsored by the Association shall be a duty of the Religious Committee together with such duties as the Board of Governors or President may prescribe.

SECTION 6. The conduct of public safety measures sponsored by the Association shall be a duty of the Security Committee together with such duties as the Board of Governors or the President may prescribe. The primary purpose would be to prevent wide open invitation to the public and limit access into the property, for prevention of losses from vandalism or theft and other destruction and personal loss.

SECTION 7. Desiring to maintain and improve the mutual interest of all property owners of the community and believing that the rapid daily changes occurring there can best be accomplished through cooperative effort, a Property Owners Committee comprised of property owners, who shall meet from time to time to solve their problems.

SECTION 8. The Clubhouse Committee is responsible for scheduling reservations of the Clubhouse facility and also ensuring that the Clubhouse facility is rented only to members in good standing.

SECTION9. All committee chairpersons are responsible for scheduling meetings with their committee, with a written report to be submitted to the Board.

ARTICLE VI
NOMINATING AND ELECTION COMMITTEES

SECTION 1. During the month of April each election year a Nominating Committee comprised of five (5) members and thirty (3) alternatives in good standing who are not currently members of the Board of Governors of the Association shall be appointed by the President.

SECTION 2. The Nominating Committee shall nominate a candidate or candidates for each office set forth in Article IV of the Constitution of the Association and a candidate or candidates for each of six (6) vacancies on the Board of Governors and shall

make a report of its nomination to the membership of the Association at the Election Meeting. Each nominee for office must be a member in good standing at the time of nomination for office.

SECTION 3. At least thirty (30) days prior to the general election, the President shall appoint an Election Committee of not less than five (5) members. All appointees must be members in good standing who are not currently members of the Board of Governors, nor shall any member of the Nominating Committee be appointed to the Election Committee. The Election Committee shall have the responsibility for presiding over the election, preparing, distributing and counting ballots, and ruling, when necessary, on parliamentary procedure.

ARTICLE VII
ELECTION OF OFFICERS

SECTION 1. At each Election Meeting of the Association, at which a quorum is present, the membership shall by a majority vote elect officers and members as prescribed in Articles IV and VI of the Constitution. Officers and members elected shall hold office until the expiration of their respective terms of office and until their successors are elected. Election of the officers and members shall be by secret ballot. There shall be no voting by proxy or by absentee ballot.

SECTION 2. When there are two or more candidates for the same office, the candidate receiving the highest number of votes shall be elected.

SECTION 3. Persons who have been selected by the Nominating Committee as candidates for an elected office must be present at the regular Election Meeting, or submit a letter stating their willingness to serve such office, if elected and their reason for not being present at the Election Meeting.

SECTION 4. The election of officers and members shall be in accordance with Roberts Rules of Order.

ARTICLE VIII
STIPENDS

SECTION 1. Officers of the Association shall be nominally compensated for their service each year as follows:

President, $350.00; Vice President $110.00; Treasurer, $135.00; Financial Secretary $150.00; and Secretary, $175.00.

The Board of Governors, after an annual review and recommendation from the Budget and Finance Committee, may submit to the membership a request for approval of adjustments in the amount of stipends to be paid.

SECTION 2. Stipends shall be distributed to recipient officers, no later than the second Saturday in October.

ARTICLE IX
NOTICE OF LAND COVENANTS

SECTION 1. The Mill Point Improvement Association, Inc. expressly disclaims any duty on its part to notify any property owner, past, present or future, of the existence of the covenants and restrictions of record that are attached to all parcels of land within the Mill Point subdivision described in Plat Book C.B.G. Number 1, at folio 35, among the Land Records of Saint Mary's County, at Leonardtown, Maryland, or any covenants or restrictions of record as may be subsequently recorded among the Land Records of St. Mary's County, Maryland.

SECTION 2. Whenever it shall come to the attention of the President or a Board member that any person has purchased a lot or land within the subdivision described in SECTION 1, solely, wholly and purely as a courtesy, and for no other purpose whatsoever, the President or some other officer designated by the President shall deliver or mail to the individual having purchased land as aforesaid a copy of any applicable covenants and restrictions.

The initial covenants and restrictions, as recorded at the aforesaid C.B.G. No. 1, folio 35, are as follows:

"The following comprise covenants and restrictions of record attached to all land within the Mill Point subdivision. The following statement does not purport to be all of the covenants and restrictions of record, however, the following statement contains many or most of said restrictions and covenants.

It is mutually agreed by and between the parties hereto, that the above described land, as well as other lands embraced in the aforesaid plat, are conveyed subject to the following restrictions which are intended to give each and every owner of land in said subdivision, the right to enforce the same by appropriate legal or equitable proceedings, viz:

1. No tents or trailers, or temporary buildings may be placed on said lot.
2. No business may be conducted on said lot.
3. No outside toilets may be erected.
4. That no signs for advertising purposes shall be erected or placed thereon.
5. That all buildings erected thereon shall be placed and set back not less than 30 feet from street line, and shall conform to the laws of the State and other regulations of Saint Mary's County.
6. One single family dwelling and one or two car garages may be constructed on said lot. No used or salvaged material may be used on the exterior of any building and all dwellings must have a minimum floor area of 500 square feet. All buildings and plumbing shall conform to the laws of the State and other regulations of Saint Mary's County.
7. Prior to building, all plans and specifications must be approved by the seller or the Mill Point Improvement Association, Inc.
8. An assessment of $2.00 per lot per year is payable to Mill Point Improvement Association and will be imposed beginning in 1953 for

maintenance or roads and beach area. Annual dues as determined by the Board and membership shall be paid in conjunction with assessments.

9. The premises shall be conveyed subject to easements now imposed or to be imposed through the streets or along the lot lines for purposes of supplying public utilities."

ARTICLE X
HANDBOOK OF RULES AND REGULATIONS

SECTION 1. The Association shall from time to time issue and update a handbook of general rules and regulations for the Mill Point Shores subdivision.

ARTICLE XI
AMENDMENTS

SECTION 1. The BY-LAWS of the Association may be amended at any Election or Annual Business Meeting or at any Special Meeting of the membership of the Association, specifically called for that purpose by simple majority vote of those present and voting, provided that not less than ten (10) days prior to the meeting at which such proposed amendment is to be voted upon, notice thereof be given in writing to the membership.

SECTION 2. Proposals for amendments of the By-Laws shall be submitted to the membership for consideration upon the request of the Board of Governors and whatever twenty (20) or more members in good standing shall sign a petition or proposal for amendment and shall submit the same to the President. He shall cause notice thereof to be given to the membership.

Pursuant to SECTION 1 of this ARTICLE, the proposal shall be submitted to the Body at the next meeting of the Association occurring after the tender of the prescribed notice, unless a special meeting is called pursuant to ARTICLE II of the BY-LAWS.

IN WITNESS WHEREOF, we, being all of the Directors of the Mill Point Improvement Association, Inc., have hereunto set our hands this 7th day of JUNE, 2003.

Edwin A. Brown, President

James Kelly, Vice-President

Debra S. Dent, Secretary

Rutherford I. Taylor, Treasurer

Dorothy V. Harrod, Financial Secretary

BOOK 0008 PAGE 0091

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

I HEREBY CERTIFY, That on this 7th day of JUNE in the year Two Thousand and Three, before me, the subscriber, a Notary Public of the State and for the County aforesaid, personally appeared Edwin A. Brown, James Kelly, Debra S. Dent, Rutherford I. Taylor and Dorothy V. Harrod, each of whom is known to me, or satisfactorily proven to be, the persons whose names are subscribed to the within instrument, and did acknowledge that they executed the same for the purposes therein contained.

As Witness my hand and Notarial Seal.

Kelly C Jarboe
Notary Public
My Commission Expires: 01-01-2007

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting President of the Mill Point Improvement Association, Inc., a Maryland Corporation; and

THAT the foregoing By-Laws constitute the amended By-Laws of said Association, as duly adopted at a meeting of the Board of Directors held on the 7th day of JUNE, 2003.

IN WITNESS WHEREOF, I have hereunto subscribed my name on behalf of the Association this 7th day of JUNE, 2003

Edwin A. Brown
Edwin A. Brown, President

BOOK 0008 PAGE 0092

CONSTITUTION
MILL POINT IMPROVEMENT ASSOCIATION, INC.

ARTICLE I
PURPOSE

The purpose for which the Mill Point Improvement Association, Inc. (the "Association") is formed and the business to be carried on and promoted by it are as follows:

RECORDING FEE 50.00

SECTION 1. To promote the general welfare of the residents and property owners of the Mill Point Subdivision as a nonpartisan, nonsectarian organization.

TOTAL 50.00

SECTION 2. To engage in any other business of whatsoever kind or description within the State of Maryland, or elsewhere, that may be directly or indirectly calculated to effect the purposes of this Association, or any of them.

Rest 9402 Rcpt # 71919

SECTION 3. In general, to carry on any lawful business and to have and to exercise all powers conferred by the general law of the State of Maryland upon associations formed there under and to exercise and enjoy all powers, rights and privileges granted to or conferred upon associations of this character by said general laws now or hereafter in force; the enumeration of certain powers as herein specified not being intended to exclude any such other powers, rights and privileges granted to or conferred upon associations, of this character by general laws now or hereafter in force; and that said Association is a Corporation formed under the laws of the State of Maryland and subject in all particulars to the limitations pertaining to associations which are contained in the General Laws of this State.

EMA KEB Blk # 1483
Jun 12, 2003 02:23 Pm

ARTICLE II
MEMBERSHIP

SECTION 1. Membership in the Association shall be limited to owners of real estate within the Mill Point Shores subdivision as described in a Plat recorded among the Plat Books of St. Mary's County, Maryland in C.B.G. Number 1, folio 35. .

SECTION 2. Any owner of real estate, as described in SECTION 1 of this ARTICLE, who is at least eighteen (18) years of age, shall qualify as a member within the meaning of the BY-LAWS and shall be entitled to one (1) vote on any question at any meeting of the Association while he/she is so qualified.

ARTICLE III
FISCAL YEAR; MEETINGS; QUORUM

SECTION 1. The fiscal year of the Association shall commence on the second Saturday in October each year and shall end on the Friday immediately preceding the second Saturday of the next October.

SECTION 2. An Election Meeting shall be held every three (3) years at a place designated by the President, no later than the second Saturday in October for the purpose of

electing members of the Board of Governors of the Association and such other matters as the BY-LAWS may prescribe. When the Election Meeting is held every third year, said Election Meeting shall serve as the second annual meeting of the Association for that year (i.e. no other October meeting will be held in those years when an Election Meeting is held).

SECTION 3. The Association shall hold two (2) Business Meetings each year; one meeting shall be held each year on a Saturday in the month of April or May, and the second meeting shall be held each year on the second Saturday in October Each meeting shall be held at a place and time designated by the President. The Business meetings shall be held for the transaction of such business as may be prescribed in the BY-LAWS.

SECTION 4. Thirty (30) members shall constitute a quorum at any meeting of the membership.

SECTION 5. Special meetings may be convened pursuant to the terms of the BY-LAWS.

ARTICLE IV
BOARD OF GOVERNORS

SECTION 1. The Board of Governors shall consist of eleven (11) members---each to serve a term of three (3) years. Of the eleven (11) members of the Board of Governors, five (5) shall be Officers as set forth in SECTION 2 of this ARTICLE and six (6) shall be non-officer members as set forth in SECTION 3 of this ARTICLE.

SECTION 2. The five (5) Officers of this Association shall consist of: President, Vice President, Secretary, Financial Secretary, and Treasurer, all of whom shall be members of the Association who are nominated and elected at an Election Meeting to serve terms of three (3) years. No Officer shall hold more than one office at one time.

SECTION 3. In addition to the Officers described in SECTION 1 of this ARTICLE, there shall be six (6) other members of the Board of Governors, each of whom shall also be nominated and elected at an Election Meeting to serve three (3) year terms.

SECTION 4. Real estate personal property, chattels and funds owned by the Association shall be under the direct control and management of the Board of Governors. The Board of Governors shall have the sole power of making suitable rules and regulations for and concerning use of all properties, real and personal, of the Association.

SECTION 5. The Board of Governors shall review and approve the fiscal budget submitted by the Budget and Finance Committee. Once accepted by the Board of Governors, the budget will be submitted to the membership and may approved by a majority vote.

ARTICLE V
DUTY OF OFFICERS

SECTION 1. The President shall preside at all Business, Election, and Special Meetings of the Association, and shall also preside over the monthly meetings of the Board of Governors. The President shall also appoint all Committees. The President is the executive officer and shall be vested with the duty of enforcing this CONSTITUTION and the BY-LAWS of this Association. The President shall be empowered to act for the Board and Association in the event of an emergency requiring action sooner than it is possible to convene the Board or the membership.

The President shall appoint each standing committee as set forth in the BY-LAWS and may appoint working committees as needed to fulfill those responsibilities stipulated under this CONSTITUTION and/or the BY-LAWS.

SECTION 2. The Vice President of the Association shall be the Chairman of the Budget and Finance Committee, as set forth in ARTICLE V of the BY-LAWS, and shall have the responsibility to prepare and submit to the Board and membership, annually, a budget indicating the Association needs.

The Vice President shall preside over meetings of the Association in the absence of the President and perform other duties as may be defined in the BY-LAWS.

SECTION 3. The Secretary shall observe and note the proceedings of the Association at all meetings.

The Secretary shall maintain all journals related to the position and at the President's request, assist in the preparation and distribution of the Association's correspondence. The Secretary shall preside at meetings in the absence of both the President and Vice President.

SECTION 4. The Financial Secretary shall keep accurate records and books of account for the Association and shall compile monthly financial statements outlining the financial status of the Association and make presentations at the monthly board meetings; in addition, semi-annual financial statements shall be prepared and presented to the membership at the Business and/or Election Meetings. Further, the Financial Secretary shall notify all members who are in arrears of dues. The position shall be bonded by a reliable bonding company.

SECTION 5. The Treasurer shall receive from the Financial Secretary all money paid into the Association, giving a receipt therefore; keep just and true account of same and deposit all funds in an approved financial institution. Disbursements shall be made only upon order of the Board or the President, and each transaction shall be countersigned by the President or Financial Secretary. The stub shall indicate the purpose for which the check was drawn. The Treasurer shall maintain all books, records and accounting ledgers related to the position. The position shall be bonded by a reliable bonding company.

ARTICLE VI
BOARD OF GOVERNOR VACANCIES

SECTION 1. Upon the occurrence of a vacancy in the office of the President during the term of the then incumbent President of the Association, all the rights, duties and powers of that office shall devolve upon the Vice President for the unexpired portion of the term. The then incumbent vacating President shall appoint from the six (6) non-officer elected positions on the Board of Governors, a member to serve the unexpired portion of the Vice-President's term. It shall then be the duty of the vacating President to appoint an Association member, approved by the Board of Governors, to serve the unexpired portion of the non-officer Board member's term.

SECTION 2. In the event of a simultaneous vacancy during the term of the then incumbents in the offices of President and Vice President, it shall become the duty of the Board of Governors, at a meeting called by the Secretary, to order a Special Meeting of the membership for the purpose of electing pro-tem officers to fill such vacancies on the unexpired terms of the President and Vice-President. Said Special Meeting of the membership shall be held not less than ten (10) days nor more than twenty (20) days after the first day that the aforesaid offices become vacant.

SECTION 3. Whenever a vacancy in the offices of the Secretary, Financial Secretary or Treasurer occurs, it shall be the duty of the President to fill such vacancy by the appointment of a member approved by the Board of Governors for the unexpired portion of the term.

SECTION 4. In the event of a vacancy during the term of one or more of the six (6) non-officer members of the Board of Governors, the President shall recommend a successor who shall be installed upon the advice and consent of remaining Board of Governors. The successor shall fill the remainder of the unexpired term of the non-officer member.

ARTICLE VII
AMENDMENT

SECTION 1. This CONSTITUTION may me amended by a vote of two-thirds (2/3) of a quorum present at any meeting of the membership of the Association provided notice of any proposed amendment is mailed to the entire membership by ordinary mail mot less than thirty (30) days prior to date of such meeting.

[SIGNATURES ON FOLLOWING PAGE]

BOOK 0008 PAGE 0096

IN WITNESS WHEREOF, we, being all of the Directors of the Mill Point Improvement Association, Inc., have hereunto set our hands this 7th day of JUNE, 2003

Edwin A. Brown, President

James Kelly, Vice-President

Debra S. Dent, Secretary

~~Rutherford I. Taylor,~~ Treasurer
LEONA F. LEE

Dorothy V. Harrod, Financial Secretary

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

I HEREBY CERTIFY, That on this 7th day of JUNE in the year Two Thousand and Three, before me, the subscriber, a Notary Public of the State and for the County aforesaid, personally appeared Edwin A. Brown, James Kelly, Debra S. Dent, ~~Rutherford I. Taylor~~ LEONA F. LEE and Dorothy V. Harrod, each of whom is known to me, or satisfactorily proven to be, the persons whose names are subscribed to the within instrument, and did acknowledge that they executed the same for the purposes therein contained.

As Witness my hand and Notarial Seal.

Notary Public
My Commission Expires: 01-01-07

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting President of the Mill Point Improvement Association, Inc., a Maryland Corporation; and

THAT the foregoing Constitution constitutes the amended Constitution of said Association, as duly adopted at a meeting of the Board of Directors held on the 7th day of JUNE, 2003.

IN WITNESS WHEREOF, I have hereunto subscribed my name on behalf of the Association this 7th day of JUNE, 2003.

Edwin A. Brown, President

HUNTING QUARTER HOME OWNERS ASSOCIATION

ARCHITECTURAL GUIDELINES

BOOK 0008 PAGE 0097

5 March 2002

The following guidelines, when approved by the Board of Directors, will be used by the Architectural Review Committee, herein after referred to as the ARC, when reviewing applications for changes to the exterior of the dwelling or to the property and requests for additional structures to be erected on the property.

Void
RECORDING FEE 0.00
TOTAL 0.00
Rec't SMBC Rcpt # 555999
EHA KEB Blk # 1885
Jun 16, 2003 02:52 PM
RECORDING FEE 50.00
TOTAL 50.00
Rec't SMBC Rcpt # 72000
EHA KEB Blk # 1885
Jun 16, 2003 02:57 PM

A. General

1. All changes to the exterior of the dwelling and requests for additional structures to be erected on the property must be submitted for approval. A simple majority of the Committee is required for approval or disapproval.

2. Requests for changes to the exterior of the dwelling or to the property and any requests for additional structures to be erected on the property must be submitted to the Committee in writing, along with a sketch of the proposed changes. The sketch if included may be hand drawn, but must include dimensions and location of the proposed change/addition. The request must also contain a statement of the type of materials to be used, including composition and color, and a statement that the proposed change complies with County building requirements. Requests will be signed and dated by an ARC member upon receipt. Copies of all requests, approvals, disapprovals will be maintained by the ARC. Any Resident may request a copy of any request for change, approval, or disapproval.

3. The Committee must act on and reply to the request, in writing, within thirty (30) calendar days of receipt of the request for change/addition, or it will be considered approved. If a request is denied, the requestor may ask, in writing, for a hearing before the full Committee. The hearing shall be held within 30 calendar days of receipt of the request.

4. Any exterior painting, staining or component replacement matching the existing color, shade and sheen does not require approval by the Committee.

5. Owners shall not permit their dwelling or any additional structures erected on the property to fall into disrepair or become safety hazards. Failure to maintain the dwelling and any additional structures erected on the property in good repair or the property in a safe manner, as determined by the ARC, shall be cause for the Board of Directors to take action to have the dwelling and any additional structures erected on the property repaired or removed or the property made safe at the homeowner's expense. All repairs/changes that are mandated by the ARC or Board of Directors shall be completed within 60 days of notice to the resident.

6. Deviations to any of the guidelines must be approved by a simple majority of the Committee.

7. All changes to the exterior of the dwelling and any additional structures erected on the property prior to the publication of these guidelines maybe grand-fathered upon approval of a request submitted to the ARC.

B. Building Additions, Alterations, Appearance Changes or Repair

1. All additions, including garages, shall be attached to the dwelling.

2. Roofing material used for repairs, replacement and additions shall be the same color and material as original construction or a color and material approved by the Committee.

3. Attic fans shall be mounted on the rear roof or end gables of the dwelling.

4. Window air conditioning units should be kept to a minimum and should be as inconspicuous as possible.

5. Railing Addition *I* Replacement:
   a. Iron railings shall be permitted only where originally installed by the builder. Iron railings are not permitted as replacements for wooden railings.
   b. All replacement railings shall equal the height of the existing railing.
   c. If there is no existing railing, new railing shall be in accordance with County building codes.

6. Screen/storm door style and color shall harmonize with the exterior of the dwelling and shall be approved by the Committee.

7. Driveway modifications or enlargements are permitted by request only. All driveways shall be concrete and shall meet all County setback requirements.. Concrete driveways shall not be painted or resurfaced to a different color.

C. Decks and patios

1. Decks may be constructed of natural wood, pressure treated wood or other materials approved by the Committee.

2. Decks may be finished with a clear wood preservative, stain or color complementing the dwelling.

3. Privacy screens maybe attached to the side of a deck provided that they harmonize with the deck.

D. Swimming Pools, Hot Tubs, Ponds and Fountains

1. Swimming Pools, Hot Tubs, Ponds, and Fountains shall be located within the County setback.

2. Pools shall by in-ground only. No above-ground pools will be approved.

3. Committee approval is not required for pottable children's wading pools; however, such pools shall be placed at the rear of the dwelling.

E. Fences

1. It is recommended that each homeowner have his/her property lines staked by a surveyor prior to the installation of a fence or hedge so as to assure proper placement.

2. No fence will be erected closer to the street than the rear comer of the dwelling.

3. Fences shall be no more than seventy-two (72) inches in height. Height shall be measured from the ground to the top of the fence.

4. Fences shall be constructed of natural wood, pressure treated wood, vinyl or other materials approved by the Committee.

5. Fences shall be finished with a clear wood preservative, stain or color complementing the dwelling.

6. A mesh material attached to a split rail or other open fence for retaining pets or children shall be protected material (e.g., galvanized aluminum, plastic coated, etc.) and attached on the inner side of the fence.

F. Walls

1. Walls shall not exceed forty-eight (48) inches in height. (This restriction does not apply to retaining walls required due to the topography of the lot.)

2. Construction grade concrete blocks shall not be used as exterior wall material.

3. The Committee reserves the right to limit the number, size and location of such structures.

G. Freestanding Structures

1. Play apparatus such as swings, slides, etc. should be placed on the rear portion of the lot. Wood construction is preferred.

2. No permanent exterior clothes drying apparatus shall be erected, installed or maintained on any lot.

3. Small detached storage buildings for the purpose of storing lawn equipment or pool equipment shall meet the following requirements:
   a. Maximum size shall be one hundred and forty-four (144) square feet in area (length by width) and eight (8) feet in wall height.
   b. Only one storage building of any kind will be allowed per lot.
   c. The exterior facing of free standing structures shall be constructed from natural or pressure treated wood or shall be sided in the same material as the dwelling. Metal exterior walls are not permitted.
   d. Storage buildings shall be painted or stained a natural wood color complementing the dwelling or a color matching the dwelling, or shall be sided in the same color material as the dwelling.
   e. The roof of the storage building shall be shingled to match the color of and with the same material used in the construction of the dwelling.
   f. The storage building shall be located behind the rear corners of the dwelling.
   g. No approval shall be given to construct or maintain carports or any detached, temporary structure. Temporary structures that will be up for less than 48 hours (i.e. party tents) are allowed and individual approvals are not required.

4. Trash cans, storage bins and racks shall be stored in the garage or behind the rear of the dwelling, unless screened.

5. Permanent basketball apparatus (i.e., backboards, hoops, poles) must meet the following requirements:
   a. If installed on the street side of the dwelling, the installation shall be securely mounted on a single freestanding pole on the side of the driveway closest to the nearest property line. The pole shall be mounted in a sleeve that is flush with the ground to allow for easy removal and maintenance.
   b. The installation shall be placed so as to harmonize with the surrounding property.
   c. It shall be installed no further from the dwelling than twenty-five (25) feet and no closer to the street than fifteen (15) feet.

6. Portable basketball hoops may be kept on the property in the location described above. They may not be placed in other locations in front of the dwelling, such as the sidewalk or street, except during actual use, and are under the same restrictions as item 6 above.

7. No commercial advertising flags or banners shall be permitted.
   a. Flags should be no larger than four (4) by six (6) feet. Flag poles, other that those attached to the dwelling by a bracket, must be approved by the Committee.
   b. No commercial signs other than "For Sale" signs of the size and type used by local Real Estate Agents are permitted.

8. Mail boxes and posts with the exception of the Hunting Quarter "Standard" mailboxes mounted on six (6) by six (6) inch wooden posts require approval by the Committee.

9. No boats, trailers, campers, motor homes or other types of recreational vehicles (e.g., jet skis, etc.) shall be parked or stored for more than 24 hours on any street. No residents' vehicles shall be parked on street longer than 6 hours per day. This rule does not apply to visitors. No vehicles shall be parked on grass or anywhere but approved parking areas. All vehicles must be properly licensed.

10. The Federal Communications Commission (FCC) adopted a rule effective October 14, 1996, (47 C.F.R Sections 1.4000 and 25.104), preempting certain restrictions in the Covenants concerning the installations, maintenance, and use of direct broadcast satellite, television broadcast and multi-point distribution services antennas ("antennas".) The ARC desires and intends to adopt reasonable restrictions governing installation, maintenance, and use of antennas in the best interest of the Community and consistent with the FCC rules. Therefore, the ARC adopts the following restrictions and regulations for the Community, which shall be binding and shall supersede any previously adopted rules on the same subject matter.

a. Antenna Size and Type
   (i) DBS and MMiDS antennas that are one (1) meter or less in diameter may be installed. Antennas larger that one (1) meter are prohibited.
   (ii) Installation of transmission only antennas is prohibited.
   (iii) All antennas not covered by the FCC rule are prohibited.

b. Location
   (i) Antennas shall be installed solely on individually owned property as designated on the recorded deed. Antennas shall not encroach upon common areas or any other owner's property.
   (ii) Antennas shall be located in a place shielded from view from the street or from other lots to the maximum extent possible. Installation in the back yard in a location which cannot be seen from the street is preferable. This section does not permit installation

on common property, even if an acceptable quality signal may not be received from an individually owned lot.

c. Installation

(i) To the extent possible, antennas shall be no larger nor installed higher than is necessary for reception of an acceptable quality signal.

(ii) Antennas must be secured so that they do not jeopardize the soundness or safety of any other owner's structure or the safety of any person at or near antennas, including damage from wind velocity based upon a unique location.

d. Antenna Camouflaging: Antennas situated on the ground and visible from the street or from other lots must be camouflaged by existing landscaping, if an acceptable quality signal maybe received from such placement. If no such existing landscaping or screening exists, the Committee may require antennas to be screened by new landscaping or screening at reasonable cost.

H. Lawns & Landscaping

1. Lawns and landscaping shall be kept mowed and trimmed on a regular basis. The ARC reserves the right to request that any resident mow, reseed or fertilize their lawn. Any bare ground within the limits of the lawn shall be reseeded. Any mud tracks on front/sides of driveways caused by vehicles entering or exiting driveways shall be reseeded as needed. Dead trees shall be removed at owner's expense as soon as possible. No artificial plants shall be planted as part of exterior landscaping.

2. Lawn ornaments shall harmonize with the surrounding property.

3. Seasonal decorations, if desired, shall be installed and removed within 45 days before and after the holiday.

4. The ARC reserves the right to request the removal of any lawn ornament or decoration.

These guidelines, when signed by a simple majority of the Board of Directors, will serve as the basis for the ARC to perform its duties. All changes to these guidelines shall be submitted to the Board of Directors of the Hunting Quarter Phase 2 Community Association via the ARC for consideration.

Approved by the Board of Directors, March 5, 2002.

Jason Mushrush
President

Rich Link
Vice President

Bill Hoppmann
Secretary

Chris Stubbs
Treasurer

John Green
Member