BY-LAWS

OF

LAUREL RIDGE
HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

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

RECORDING FEE 50.00
TOTAL 50.00
Rec# SM03 Rcpt # 80488
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ARTICLE II

DEFINITIONS

SECTION ONE: "Association" shall mean and refer to LAUREL RIDGE 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 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 ISRAEL Z.

SWAREY, his 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.

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 4:00 o'clock, 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 memers 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 nine (9) directors, who need not be members of the Association.

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

SECTION THREE: Removal. Any director may be removed from

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

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

SECTION ONE: Nomination. Nominations for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be anounced 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

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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:

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

(b) suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 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 regular 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 caes 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 refund 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 corporte 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 Delcaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

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 date of delinquency at the rate of 6 percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such actionshall 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.

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ARTICLE XII

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: LAUREL RIDGE 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 memership.

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

ARTICLE XIV

MISCELLANEOUS

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

IN WITNESS WHEREOF, we, being all of the directors of the LAUREL RIDGE HOMEOWNERS ASSOCIATION, INC., have hereunto set our hands this 17 day of June 2003, 1986.

Israel Z Swarey Israel Z Swarey

Sworn before me this 17th day of June 2003.

A. Lord Dougherty

Notary Public/Mrs. A. Lord Dougherty

MRS. A. LORD DOUGHERTY
NOTARY PUBLIC
MY COMMISSION EXPIRES: 8/1/04

CERTIFICATION

I, THE UNDERSIGNED, do hereby certify:

That I am the duly elected and acting secretary of the LAUREL RIDGE 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 17th day of June, ~~1986.~~ 2003

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 17th day of June, ~~1986.~~ 2003

Deborah Hudson

SECRETARY

DECLARATION OF COVENANTS,

CONDITIONS AND RESTRICTIONS

LAUREL RIDGE

1:42PM12/14/87A C.S.R. $38.00

THIS DECLARATION, made on the date hereinafter set forth by ISRAEL Z. SWAREY, hereinafter referred to as "Declarant".

WITNESSETH;

WHEREAS, Declarant is the owner of certain property in Mechanicsville, County of St. Mary's, State of Maryland, which is more particularly described as:

That parcel of land situate in the 5th Election District of St. Mary's County, Maryland, known as Laurel Ridge, as recorded in Plat Book Liber, MRB 28, folio 10.; and as furtrher described on Schedule A, attached hereto and incorporated heren by reference.

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof. And that the aforegoing covenants and restrictions shall be an addition to those covenants and restrictions covering Laurel Ridge, as recorded among the land records of St. Mary's County, Maryland.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Laurel Ridge Homeowners Association, Inc., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to

Attachment

any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including improvements thereto) owned by the Association for the common use and enjoyment of the owners.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of Laurel Ridge with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to ISRAEL Z. SWAREY, his successors and assigns if such succesors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II

PROPERTY RIGHTS

Section 1. OWNER'S EASEMENTS OF ENJOYMENT: Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes.

Section 2. DELEGATION OF USE: Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

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

Section 2. The Association shall have two classes of voting membership:

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

CLASS B. Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall be assessed at the rate of twenty-five (25%) percent of the maximum annual assessment as set forth in Article IV, Section 3, as hereinbelow set forth. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(b) on January 1, ~~1980~~ 1990.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF

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

Section 2. PURPOSE OF ASSESSMENTS: The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area.

Section 3. MAXIMUM ANNUAL ASSESSMENT: Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Fifteen ($15.00) Dollars per Lot.

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

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above five (5%) percent by a

vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

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

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

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

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

Section 7. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS: DUE DATES: The annual assessments provided for herein shall commence

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

Section 8. EFFECT OF NONPAYMENT OF ASSESSMENTS: REMEDIES OF THE ASSOCIATION: Any assessment not paid within thirty days after the due date shall bear interest from the due date at the rate of six (6%) percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. SUBORDINATION OF THE LIEN TO MORTGAGES: The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

GENERAL PROVISIONS

Section 1. ENFORCEMENT: The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. SEVERABILITY: Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

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

Section 4. ANNEXATION: Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.

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

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 11th

day of December, 1987.

ISRAEL Z. SWAREY,
Declarant

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

I hereby certify that on this 11th day of December, 1987, before me, the undersigned officer, personally appeared ISRAEL Z. SWAREY, owner of the aforesaid property and he executed the foregoing Declaration of Covenants, Conditions and Restrictions for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Robyn M. Murray
NOTARY PUBLIC

My commission expires: 7-1-90

Sworn before me this 17th day of June 2003, Izrael Swarey.

A. Lord Dougherty
Notary Public/Mrs. A. Lord Dougherty

MRS. A. LORD DOUGHERTY
NOTARY PUBLIC
MY COMMISSION EXPIRES: 8/1/04

LIBER 601 PAGE 72 BOOK 0009 PAGE 0021

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09-07-90 9:00 M.

ARTICLES OF INCORPORATION

OF

LAUREL RIDGE
HOMEOWNERS ASSOCIATION, INC.

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The undersigned, a natural person at least twenty-one years of age, for the purposes of forming a Corporation pursuant to the provisions of the general laws of the State of Maryland, does hereby certify as follows:

1. NAME: The name of the Corporation is:

LAUREL RIDGE
HOMEOWNERS ASSOCIATION, INC.
(hereinafter called the Corporation)

2. PURPOSES: This Corporation does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residence Lots and Common Area within that certain tract of property described as:

That parcel of land situate in the 5th Election District of St. Mary's County, Maryland, known as LAUREL RIDGE,

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 Corporation for this purpose to:

a. exercise all of the powers and privileges and to perform all of the duties and obligations of the Corporation as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration", applicable to the property and recorded or to be recorded among the land records of St. Mary's County, Maryland, and 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 in connection therewith and all office and other expenses incident to the conduct of the business of the Corporation, including all licenses, taxes or governmental charges levied or imposed against the property of the Corporation;

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 Corporation;

d. borrow money, and with the assent of two-thirds (2/3) of each class of members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

e. dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of each class of members agreeing to such dedication, sale or transfer;

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f. participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of each class of members;

g. have and to exercise any and all powers, rights, and privileges which a corporation organized under the Corporation Laws of the State of Maryland by law may now or hereafter have or exercise.

3. REGISTERED AGENT. The post office address of the principal office of the Corporation in Maryland is Route 5, Charlotte Hall, Maryland 20622. The name and post office of the Resident Agent of the Corporation is ISRAEL Z. SWAREY, Route 5, P.O. Box 102, Charlotte Hall, Maryland 20622. Such registered agent is a citizen of Maryland, and actually resides therein.

4. MEMBERSHIP/NON STOCK CORPORATION. The Corporation is not authorized to issue corporate stock. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Corporation, including contract sellers, may be a member of the Corporation. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Corporation.

5. VOTING RIGHTS. The Corporation shall have two classes of voting membership:

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

Class B: Class B member(s) shall be the Declarant (as defined in the Declaration), and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

a. when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

b. on January 1, 1990.

6. DIRECTORS: The Corporation shall have such a number of Directors as may be set forth in the by-laws, but shall have at least three directors, and ISRAEL Z. SWAREY, ROBERT T. ERICKSON and F. MICHAEL HARRIS, shall act as such until the first annual meeting, or until their successors are duly chosen and qualified.

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

8. DURATION. The Corporation shall exist perpetually.

9. AMENDMENTS. Amendment of these Articles shall require the assent of 75 (75%) percent of the entire membership.

10. FHA/VA APPROVAL. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration; annexation of additional properties, mergers and consolidations, mortgaging of Common Area, dedication of Common Area, dissolution and amendment of these Articles.

IN WITNESS WHEREOF, I have signed these Articles of Incorporation this 19th day of March, 1986.

ISRAEL Z. SWAREY, Incorporator
Route 5
Charlotte Hall, Maryland 20622

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

On this 19th day of March, 1986, before me, the subscriber, personally appeared ISRAEL Z. SWAREY, known to be the individual described in and who executed the aforegoing certificate and acknowledged to me that he executed the same.

WITNESS my hand and Notarial Seal.

NOTARY PUBLIC
My commission expires: 7/1/86

DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
WILLOW CREEK OF WILDEWOOD

RECORDING FEE 75.00
INF FD SUR $2 20.00
TOTAL 95.00
Rcpt # 72342
Rcpt SMOZ

THIS DECLARATION, made and entered into this 16 day of June, 2003, by PARAGON BUILDERS, INC., a Maryland Corporation, hereinafter referred to as "Declarant":

EWA KEB Blk # 2496
Jun 20, 2003 02:43 PM

WITNESSETH:

RECORDING FEE 50.00

WHEREAS, Declarant is the owner and developer of Wildewood, a Planned Unit Development, the Development Plan for which was originally approved in 1978, amended in 1986 and again, in 1991. Pursuant to the Development Plan, the Planning Commission for St. Mary's County has approved a Development Envelope submission for Willow Creek of Wildewood for the development of twenty (20) residential units. The area initially to be designated as Willow Creek of Wildewood (9.6339 acres) is shown as Plat One, Development Envelope, Willow Creek of Wildewood on a Plat by DayTech Engineering, entitled Willow Creek of Wildewood Development Envelope, Plat One, said plat being recorded in Plat Liber E.W.A. No. 55 at Folio 105 among the Plat Records of St. Mary's County and a copy of which is attached hereto as Exhibit "A".

TOTAL 50.00
Rcpt # 72598
Rcpt SMOZ
EWA CSS Blk # 3104

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

Jun 25, 2003 12:07 PM

NOW, THEREFORE, Declarant hereby declares that all of the lots to be created in Willow Creek of Wildewood described above shall be held, sold and conveyed subject to this "Declaration of Covenants, Conditions and Restrictions" and to the following additional easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof

ARTICLE I

DEFINITIONS

Section 1. Association shall mean and refer to the WILLOW CREEK OF WILDEWOOD ASSOCIATION, INC. its successors and assigns.

Section 2. Owner shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. Property or Properties shall mean and refer to that certain real property first subjected to this Declaration as shown on Exhibit "A", and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. Common Area shall mean all real property (including the improvements thereto) which is owned or is to be owned or leased by the Association or over which the Association has an easement for the common use and enjoyment of the Owners.

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

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

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

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

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

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

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

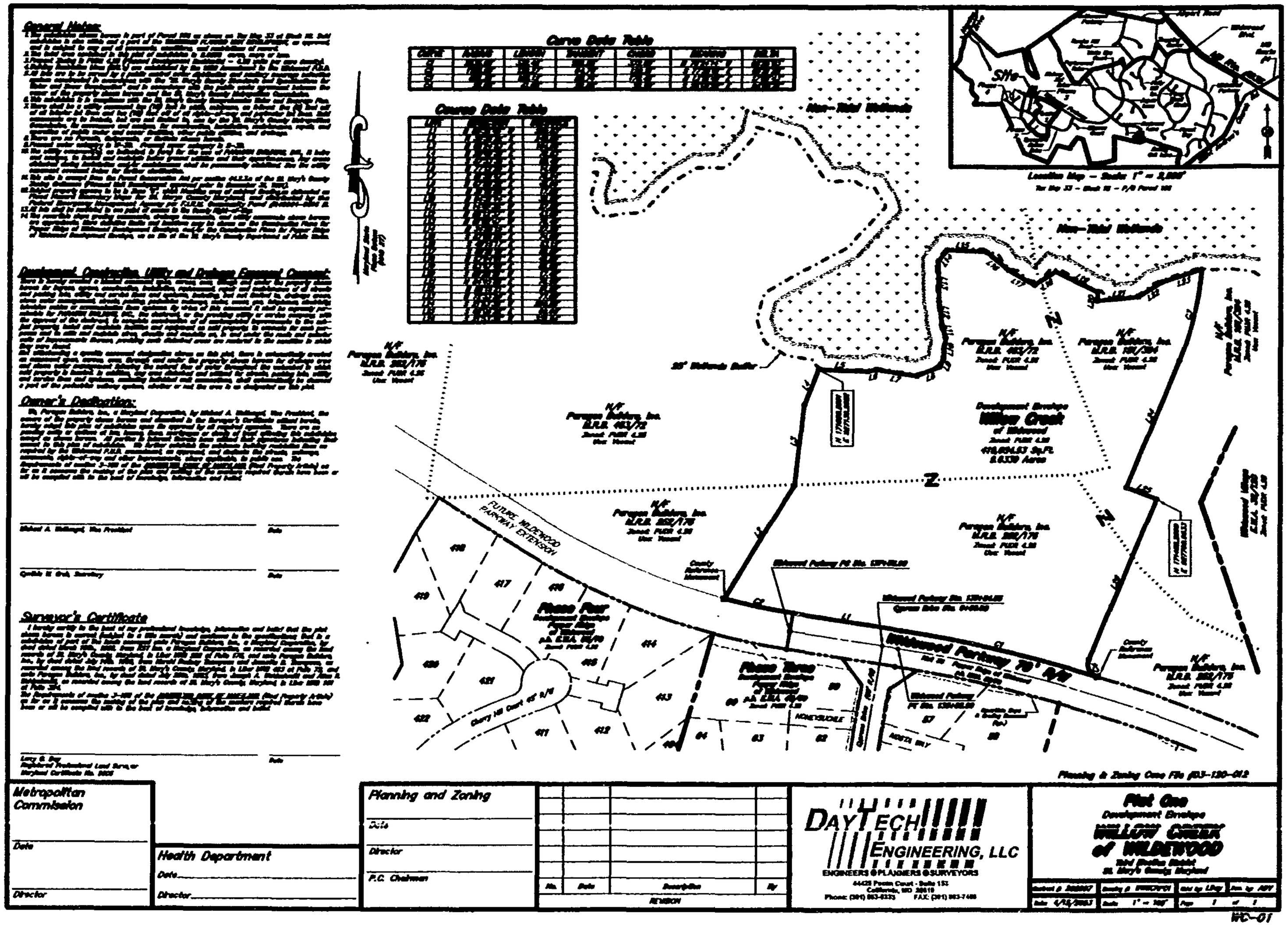
ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS THERETO

Section 1. Initial Property. The real property initially subject to this Declaration is the property designated as "Phase One" on Plat One of Willow Creek of Wildewood recorded in the Plat Records of St. Mary's County in Plat Liber E.W.A. No. 55 at Folio 105, as shown on Exhibit A.

Section 2. Additions. Additional real property may be subjected to the provisions of this Declaration and the jurisdiction of the Association in the following manner: the Declarant shall have the unilateral right, privilege and option, from time to time at any time to annex to the Property and subject to the legal operation and effect of this Declaration and jurisdiction of the Association adjoining the real property initially subject to this declaration as real property Exhibit "A" or any other real property contigious to real property previously annexed thereto, by filing an Annexation Amendment among the Land Records of St. Mary's County, Maryland, with respect thereto. Such Annexation Amendment shall not require any vote of the Members to be effective and need to be executed only by the Declarant (or its successors or assigns) and the owner of such real property if the Declarant is not the owner thereof. Any such annexation shall be effective upon the recording of the Annexation Amendment unless otherwise provided therein. The Declarant shall have the unilateral right to transfer to any other person the said

EXHIBIT A



BOOK 0005 PAGE 0027
LIBER 2036 FOLIO 65

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

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

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

ARTICLE III

WILLOW CREEK OF WILDEWOOD ASSOCIATION, INC.

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

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

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

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

Class B. The Class B member shall be the Declarant and shall be entitled initially to sixty (60) votes based on the Development Envelope approval of twenty (20) Lots or living units, i.e., three (3) votes for each Lot or living unit approved within Phase One of the Development Envelope. The Declarant's votes shall be increased by three (3) votes for every Lot or living unit above twenty (20) subsequently approved and recorded within Phase One or upon other land annexed to the Property. The Declarant's votes shall be reduced by three (3) for each Lot transferred to an Owner and increased by three (3) votes for additional Lots subjected to the Declaration. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earliest:

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

(b) On March 15, 2028.

ARTICLE IV

PROPERTY RIGHTS IN THE COMMON AREA

Section 1. Owners' Easements of Enjoyment. Every owner shall have a non-exclusive right and easement of enjoyment in and to, and ingress and egress into and from the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and such conditions as may be agreed to by the members, with the understanding that no such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of members has been recorded.

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

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

Section 4. Master Association. The Declarant is developing a Master Association for the Wildewood Planned Unit Development or Project, of which Willow Creek of Wildewood is a part. At such time as the Declaration for the Master Association is duly recorded among the Land Records for St. Mary's County, Maryland, Lot or unit owners in Willow Creek of Wildewood (either individually and/or as an Association as set forth in the Master Association Declaration and related documents) shall automatically become members of the Master Association and be subjected to the Master Association documents. Such membership shall carry the rights, privileges and obligations of such membership as specified within the Master Association documents, but not limited to including the obligation to pay all assessments levied by the Master Association. In addition to the Association being a member of the Master Association, the owners of the lots will be subjected to the Master Association documents including, but not limited to, any and all architectural control provisions set forth in the Master Association documents.

ARTICLE V

COVENANT FOR ASSESSMENTS BY THE ASSOCIATION

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

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

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment per lot shall be Three Hundred Fifty Dollars ($350.00).

(a) From and after January 1 of the year immediately following the conveyance of the first lot to any Owner, the maximum annual assessment may be increased each year not more than

five percent (5%) above the maximum assessment for the previous year without a vote of the membership.

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

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

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

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

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

Section 7 Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the first Lot to an Owner. The first annual assessment shall be adjusted according to the number of months

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

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

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

ARTICLE VI

ARCHITECTURAL CONTROL

Section 1. Except as constructed by the Declarant, which shall not be subject to the provisions of this Article VI, Sections 1 and 2, no building, fence, wall or other structure (including, but not limited to, antennas) shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans, and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to

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

Section 2. Except as constructed or made by Declarant, no improvements, alterations, repairs, change of paint colors, excavations, changes in grade or other work which in any way alters the exterior of any Lot or the improvements located thereon from its natural or improved state existing on the date such Lot was first conveyed in fee by the Declarant to an Owner shall be made or done without the prior approval of the Architectural Control Committee.

ARTICLE VII

USE OF PROPERTY

Section 1. Protective Covenants.

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

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

(c) Restriction on Further Subdivisions. No Lot upon which a Living Unit has been constructed shall be further subdivided or separated into smaller Lots by any Owner other than Declarant, and no portion less than all of any such Lot, nor any easement or other interest herein, shall be conveyed or

transferred by an Owner other than Declarant, provided that this shall not prohibit deeds of correction, deeds to resolve boundary disputes, and similar corrective instruments.

(d) Other Restrictions or Conditions. All units shall have their house number posted on the outside of the structure in a visible location and the numbering shall be maintained in the manner directed by the Architectural Control Committee. Upon conveyance of the first Lot to an Owner, the Architectural Control Committee shall adopt general rules to implement the purposes set forth in Article V, and interpret the covenants in this Section, including but not limited to rules to regulate animals, antennas, signs or house numbering, parking and storage of automobiles and other vehicles, storage and use of boats and recreational vehicles, storage and use of machinery, use of outdoor drying lines, trash containers, planting, maintenance and removal of vegetation on the properties.

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

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

Section 3. Development, Construction, Drainage, and Utility Easements. There is hereby created a blanket easement upon, across, over, through, and under the above described property for ingress, egress, construction, installation, replacement, repair, and maintenance of all streets and parking lots, utility and service lines and systems including, but not limited to streets, parking, pedestrian walkways, water, sewers, gas, telephone, electricity, television, cable or communication lines and systems. By virtue of this easement it shall be expressly permissible for the Declarant or the providing utility or service company, with the approval of the Declarant, to complete construction of all contemplated improvements to the subject Lots and on adjacent Wildewood properties, install and maintain facilities and equipment on said property, to excavate for such purposes and to affix and maintain wires, circuits and conduits on, in and under the roofs and exterior walls of improvements thereon, providing such disturbed areas are restored to the condition in which they were found.

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

ARTICLE VIII

Private Driveway and Parking Facilities

Section 1. Private Driveways and Parking Facilities. Certain lots throughout Willow Creek of Wildewood will utilize private driveway and parking facilities as designated on the conveyancing plats and which the Declarant will improve in accordance with the standards set forth in the approved Development Plan for Wildewood. The exact location of such facilities shall be determined by Declarant. The care and maintenance of these areas

shall be the responsibility of the individual lot owners utilizing the facilities and not the responsibility of the Association.

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

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

interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due, but the personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them. The provision of this section are not subject to the uniform of assessment provisions of Article V, Section 6 of this Declaration.

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

ARTICLE IX

GENERAL PROVISIONS

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

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

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

and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment shall be recorded.

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

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

Section 5. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration and/or the Veterans Administration: annexation of additional properties outside of

Exhibit "A", dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

Attest:

PARAGON BUILDERS, INC.
Declarant

Secretary

By: _____ (Seal)
Edmund W. Wettengel, President

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

I HEREBY CERTIFY, that on this 16 day of June 2003, before me a Notary Public of the State and County aforesaid, personally appeared EDMUND W. WETTENGEL, President of Paragon Builders, Inc., and he acknowledged the foregoing Declaration of Covenants, Conditions, and Restrictions of Willow Creek of Wildewood to be his act, and the duly authorized act of Paragon Builders, Inc.

WITNESS my hand and Notarial Seal.

Notary Public

My Commission expires: 12-01-05.

Book 009 Page 0040-A

CLERK'S EXHIBIT

This Declaration of Covenants, Conditions and Restrictions of Willow Creek of Wildewood was recorded erroneously in the Homeowners record by the clerk on June 20, 2003 in Liber 9 Page 24. The correct fee should have been $50.00. The fee of $95.00 is to record in the Land Records. The fee to record in the Homeowners for a new Declaration is $50.00. It is being recorded in the Land Records to coincide with the proper fees for the correct record books.

FIFTEENTH SUPPLEMENTAL OR CLUSTER DECLARATION

and

Annexation Amendment
to the
Declaration of Covenants, Conditions and Restrictions
of
WILDEWOOD VILLAGE ASSOCIATION, INC.
and to the
Declaration of Covenants, Conditions and Restrictions
of
WILDEWOOD VILLAGE VILLA ASSOCIATION, INC.

RECORDING FEE 20.00
IMP FD SUR $2 20.00
TOTAL 40.00
Reg# SM02 Rcpt # 73434
EWA LP Blk # 778
Jul 08, 2003 12:26 PM

This FIFTEENTH SUPPLEMENTAL OR CLUSTER DECLARATION and Annexation Amendment, (the "Fifteenth Supplemental Declaration"), made this 7th day of July, 2003, by PARAGON BUILDERS, INC., a Corporation organized and existing under the laws of the State of Maryland (the "Declarant").

RECORDING FEE 15.00
TOTAL 15.00
Reg# SM02 Rcpt # 73434
EWA LP Blk # 779
Jul 08, 2003 12:37 PM

Introductory Statement

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

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

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

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

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

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

(a) Lot 306 as per Plat Twenty-One of Wildewood Village as recorded in the Land Records of St. Mary's County, Maryland in Plat Liber E.W.A. No. 55, Folio 117, recorded on June, 30th, 2003.

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

ATTEST:

Cynthia W. Greb
Corporate Secretary

PARAGON BUILDERS, INC.

By: _____ (Seal)
Edmund W. Wettengel
President

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

I HEREBY CERTIFY, that on this 7th day of July, 2003, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared EDMUND W. WETTENGEL, who made oath in due form of law that he is the President of Paragon Builders, Inc., a corporation, the Declarant of the aforegoing Fifteenth Supplemental Declaration, and that he is authorized to execute the said Fifteenth Supplemental Declaration on behalf of the Corporation, and that the said Fifteenth Supplemental Amendment to Declaration is the act of Paragon Builders, Inc. and that said Fifteenth Annexation Amendment to Declaration was executed and is to be recorded for the purpose of subjecting the described real property to the legal operation and effect of the Master Declaration, and to the jurisdiction of the Master Association and to the Cluster Association as stated therein.

AS WITNESS my hand and Notarial Seal.

Notary Public

My Commission Expires: 12-01-05

LIBER 2046 FOLIO 781

BOOK 0003 PAGE 0043

General Notes:

[illegible]

Development, Construction, Utility and Drainage Easement Covenant:

[illegible]

Owner and Association Easements and Cross Easements

[illegible]

Owner's Dedication:

[illegible]

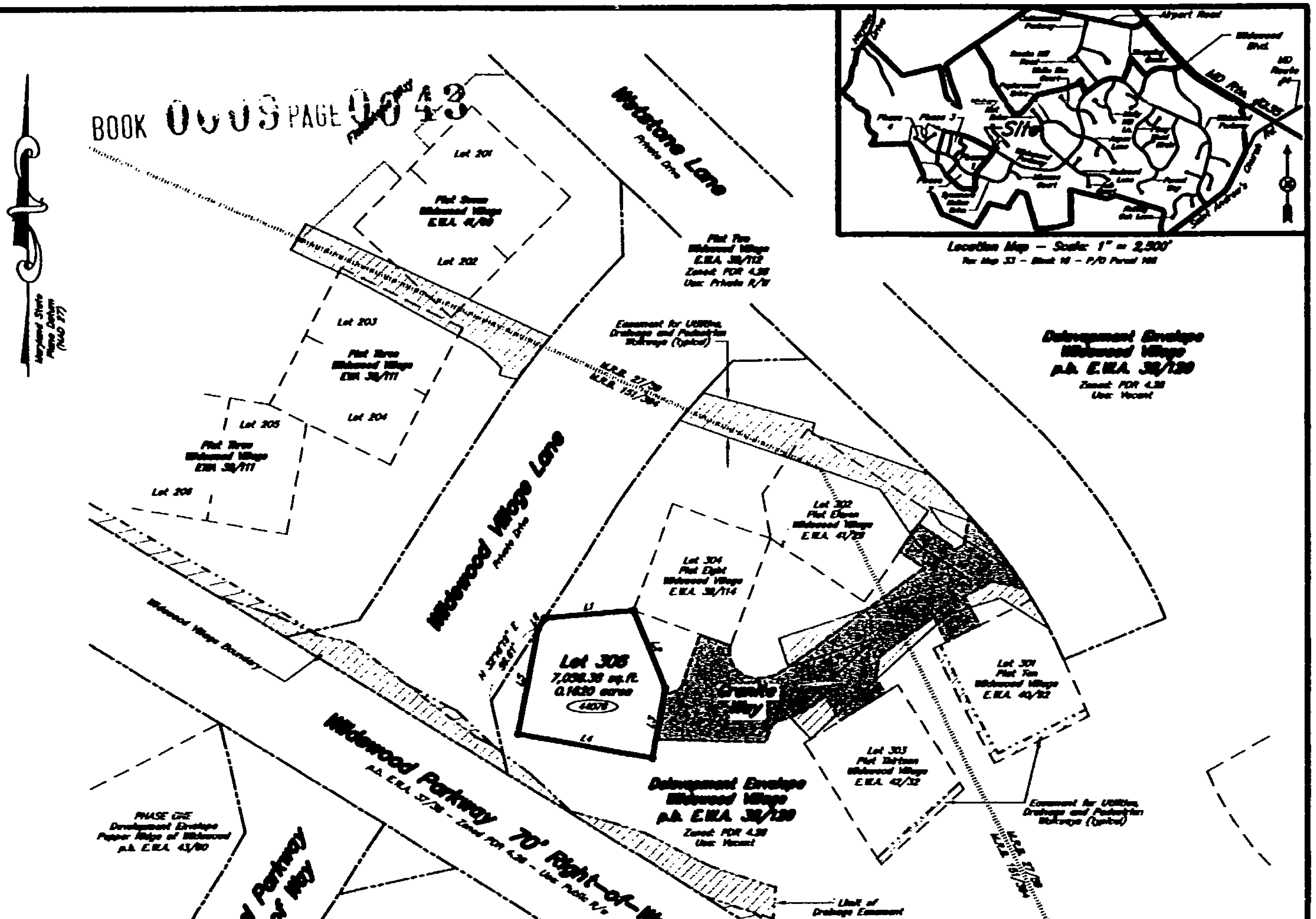
Michael A. Mattingly, Vice President — Date

Cynthia B. Grub, Secretary — Date

Surveyor's Certification:

[illegible]

Larry G. Day, Registered Land Surveyor, Maryland Certificate No. 8008 — Date



Course Table

Line	Bearing	Distance
L1	N 16°51'17" E	57.16'
L2	S 73°30'38" E	65.53'
L3	S 16°30'17" W	46.78'
L4	N 79°38'43" W	68.00'
L5	N 16°30'17" E	70.86'
L6	N 32°16'19" E	8.26'

Planning & Zoning Case File #01-023

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

No.	Date	Description	By
		REVISION	

DAYTECH ENGINEERING, LLC
ENGINEERS • PLANNERS • SURVEYORS
44425 Pecan Court - Suite 153
California, MD 20619
Phone: (301) 863-8333 FAX: (301) 863-7466

Plat Twenty One
Lot 306
Wildewood Village
Third & Eighth Election District
St. Mary's County, Maryland

Date 05/08/03 | Scale 1" = 50' | Page 1 of 1

RET-21

/

PREPARED BY:
WILLIAM B. CAVE, ESQUIRE
HOPSON, HABENICHT AND CAVE
5601 Ironbridge Parkway, Suite 102
Chester, Virginia 23831

BOOK 0009 PAGE 0044

RECORDING FEE 20.00
IMP FD SUR $2 20.00
TOTAL 40.00
Reg# SMOC Rcpt # 73757
EWA FG Blk # 1525
Jul 11, 2003 12:21 PM

AMENDMENT TO CONDOMINIUM INSTRUMENTS OF WESTMEATH, A CONDOMINIUM

THIS SECOND AMENDMENT TO CONDOMINIUM INSTRUMENTS made this 30th day of June, 2003, by HICKORY HILLS III B, L.L.C., a Maryland limited liability company (hereinafter referred to as the "Declarant"),

RECORDING FEE 25.00
TOTAL 25.00
Reg# SMOC Rcpt # 73757
EWA FG Blk # 1527

W I T N E S S E T H:

WHEREAS, by that certain Declaration of Condominium dated June 1, 2001, and recorded in the Clerk's Office of the Circuit Court of St. Mary's County, Maryland, on September 25, 2002, in Liber 1852, at Folio 347 (hereinafter referred to as the "Declaration"), Declarant did subject certain property situate, lying and being in St. Mary's County, Maryland to condominium ownership pursuant to the Condominium Act of the State of Maryland, Title 11, Section 11-101 et seq. of the Real Property Article of the Annotated Code of Maryland, as existing at that time, under the name of WESTMEATH, A CONDOMINIUM (hereinafter referred to as the "Condominium"); Jul 11, 2003 12:23 PM

WHEREAS, the Declaration provides that Declarant can expand the Condominium by adding thereto all or a portion or portions of certain real property therein more particularly described (hereinafter referred to as the "Additional Land"), all subject to the terms and provisions thereof, and to the Condominium Act of the State of Maryland; and

WHEREAS, the Declarant wants and desires at this time to expand the Condominium by adding thereto "Section Three" a certain parcel of land which is a portion of the Additional Land, which parcel of land together with the improvements located thereon is more particularly described on Exhibit A.

NOW, THEREFORE, pursuant to the rights reserved by Declarant, and in accordance with Section 6 of the Declaration, and Title 11, Section 11-120, of the Real Property Article of the Annotated Code of Maryland (the "Act"), as the same exists at the time of the recordation of this Amendment in the aforesaid Clerk's Office, Declarant, the owner in fee simple of the property described in Exhibit A, does hereby amend the Condominium Instruments to expand the Condominium by adding to the Condominium "Section Three" that certain real property lying, situate and being in St. Mary's County, Maryland, more particularly described in Exhibit A, together with the improvements thereon, all as more particularly set forth below.

1. THE LAND SUBMITTED TO THE CONDOMINIUM. The real property described on Exhibit A, "Section Three" together with the improvements thereon, the Blarney building as more particularly shown on Exhibit A, is hereby submitted to condominium ownership as a part of Westmeath, a Condominium. The relative location of all the Buildings and Common Elements which are now submitted to the Condominium and the Limited Common Elements assigned to the Units are more particularly shown on Exhibit B.

2. UNIT ELEVATIONS AND FLOOR PLANS. The Unit Elevations and Floor Plans for the Phase Three "Blarney" building, the physical address of which is 45512 Westmeath Way, are described on Exhibit C hereto.

3. REALLOCATION OF UNDIVIDED INTEREST IN COMMON ELEMENTS AND REALLOCATION OF VOTES. Pursuant to Section 11-120(b) of the Act, the Common Elements interests in the Condominium are hereby reallocated to each and every Unit, including units previously submitted and those hereby submitted, and pursuant to Section 11-110 of the Act, liability for common expenses and votes in the Unit Owners' Association are similarly hereby reallocated to each and every Unit as follows: Each Unit Owner shall own, as an appurtenance to his unit, an equal undivided interest in the Common Elements. Each Unit Owner shall be entitled to cast one (1) vote for each Unit owned at any meeting of Westmeath Owners Association, Inc., in accordance with the terms and provisions of the By-Laws of Westmeath Owners Association, Inc.

4. CERTIFICATION OF RECORDED PLANS. Attached hereto as part of Exhibit C, is the Certificate of a professional land surveyor authorized to practice in the State of Maryland which states - that when read together, the applicable wording of the Declaration, the elevation drawings bearing as constructed dimensions, and the diagrammatic floor plans of the building present a correct presentation of Section Three of the Condominium and permit the identification and location of each Unit and the common elements of the Blarney building as constructed.

5. CONFIRMATION OF CONDOMINIUM INSTRUMENTS. Except as modified by this Amendment, all terms and provisions of the Condominium Instruments are hereby expressly ratified and confirmed, and shall remain in full force and effect and shall be applicable to the Condominium Units and Common Elements created hereby.

IN WITNESS WHEREOF, Declarant has caused this Amendment to be executed this 30th day of June, 2003.

HICKORY HILLS III B, L.L.C.,
a Maryland limited liability company

By: _____
Manager
EDWARD R. CURLEY, III

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

I, Jo Anne Klear, Notary Public in and for the County and State aforesaid, do hereby certify that Edward R. Curley, III, Manager of HICKORY HILLS III B, L.L.C., a Maryland limited liability company, whose name as such is signed to the foregoing document bearing date on the 30 day of June, 2003, has acknowledged the same before me in the County and State aforesaid.

GIVEN, under my hand this 30 day of June, 2003.

_____
Notary Public

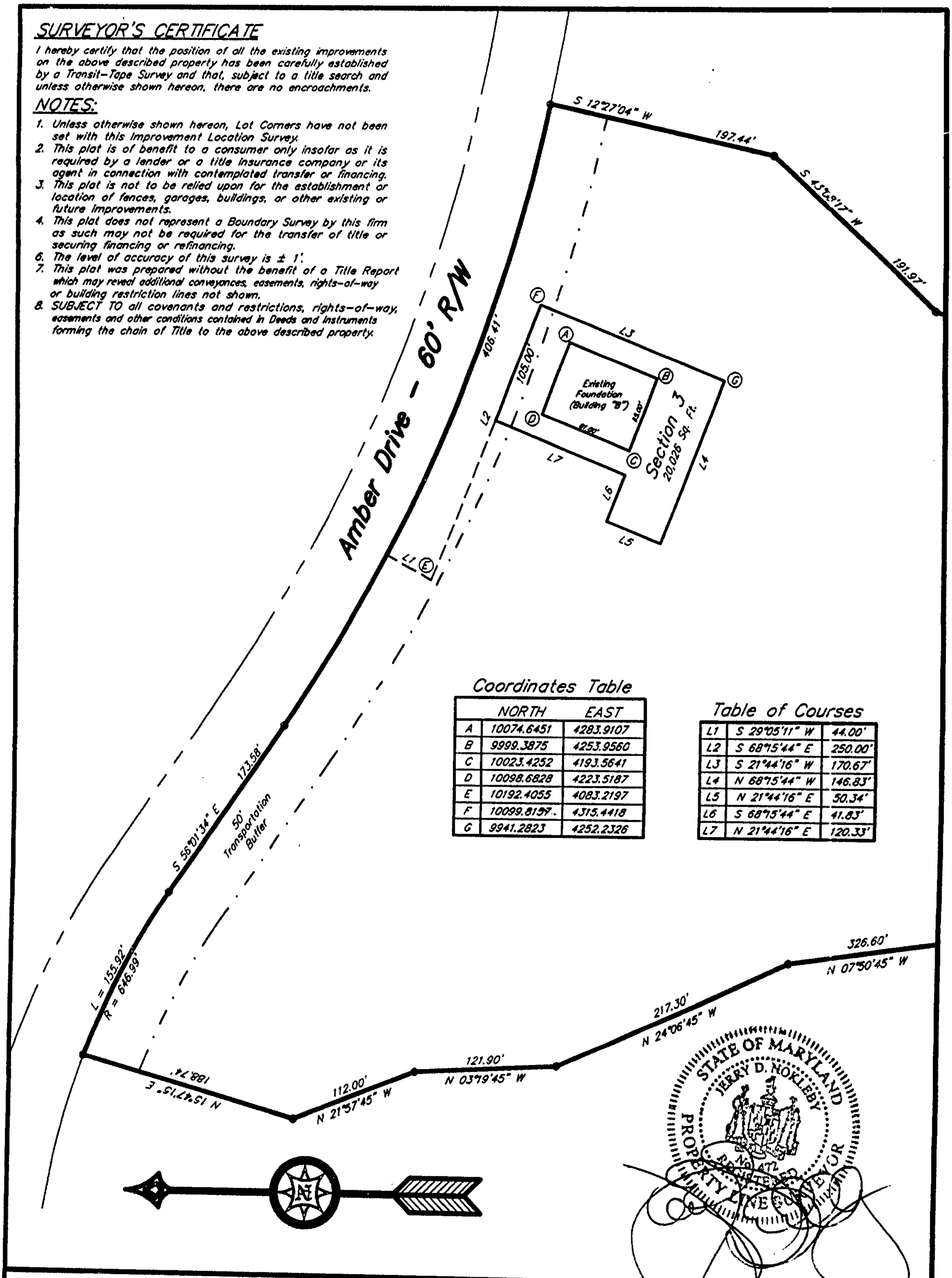
My commission expires: 10/1/05

SURVEYOR'S CERTIFICATE

I hereby certify that the position of all the existing improvements on the above described property has been carefully established by a Transit–Tape Survey and that, subject to a title search and unless otherwise shown hereon, there are no encroachments.

NOTES:

1. Unless otherwise shown hereon, Lot Corners have not been set with this Improvement Location Survey.
2. This plat is of benefit to a consumer only insofar as it is required by a lender or a title insurance company or its agent in connection with contemplated transfer or financing.
3. This plat is not to be relied upon for the establishment or location of fences, garages, buildings, or other existing or future improvements.
4. This plat does not represent a Boundary Survey by this firm as such may not be required for the transfer of title or securing financing or refinancing.
6. The level of accuracy of this survey is ± 1'.
7. This plat was prepared without the benefit of a Title Report which may reveal additional conveyances, easements, rights-of-way or building restriction lines not shown.
8. SUBJECT TO all covenants and restrictions, rights-of-way, easements and other conditions contained in Deeds and Instruments forming the chain of Title to the above described property.



Coordinates Table

	NORTH	EAST
A	10074.6451	4283.9107
B	9999.3875	4253.9560
C	10023.4252	4193.5641
D	10098.6828	4223.5187
E	10192.4055	4083.2197
F	10099.8157	4315.4418
G	9941.2823	4252.2326

Table of Courses

L1	S 29°05'11" W	44.00'
L2	S 68°15'44" E	250.00'
L3	S 21°44'16" W	170.67'
L4	N 68°15'44" W	146.83'
L5	N 21°44'16" E	50.34'
L6	S 68°15'44" E	41.83'
L7	N 21°44'16" E	120.33'

Location Drawing Survey

Hickory Hills P.U.D.
Phase 3D
Westmeath Condominiums
Section 3

Eighth Election District
St. Mary's County, Maryland

NOKLEBY SURVEYING
INCORPORATED

46925-B Shangri-La Drive, S.
Lexington Park, Maryland 20653
Phone: (301) 862-3135 • FAX: (301) 862-4360

Scale: 1" = 100'	Contract#: 43-1-535	Drawing: 42154LD7	Drawn By: JTN	Date: 05/13/03

SURVEYOR'S CERTIFICATE

I hereby certify that the position of all the existing improvements on the above described property has been carefully established by a Transit-Tape Survey and that, subject to a title search and unless otherwise shown hereon, there are no encroachments.

NOTES:

1. Unless otherwise shown hereon, Lot Corners have not been set with this Improvement Location Survey.
2. This plat is of benefit to a consumer only insofar as it is required by a lender or a title insurance company or its agent in connection with contemplated transfer or financing.
3. This plat is not to be relied upon for the establishment or location of fences, garages, buildings, or other existing or future improvements.
4. This plat does not represent a Boundary Survey by this firm as such may not be required for the transfer of title or securing financing or refinancing.
6. The level of accuracy of this survey is ± 1'.
7. This plat was prepared without the benefit of a Title Report which may reveal additional conveyances, easements, rights-of-way or building restriction lines not shown.
8. SUBJECT TO all covenants and restrictions, rights-of-way, easements and other conditions contained in Deeds and Instruments forming the chain of Title to the above described property.

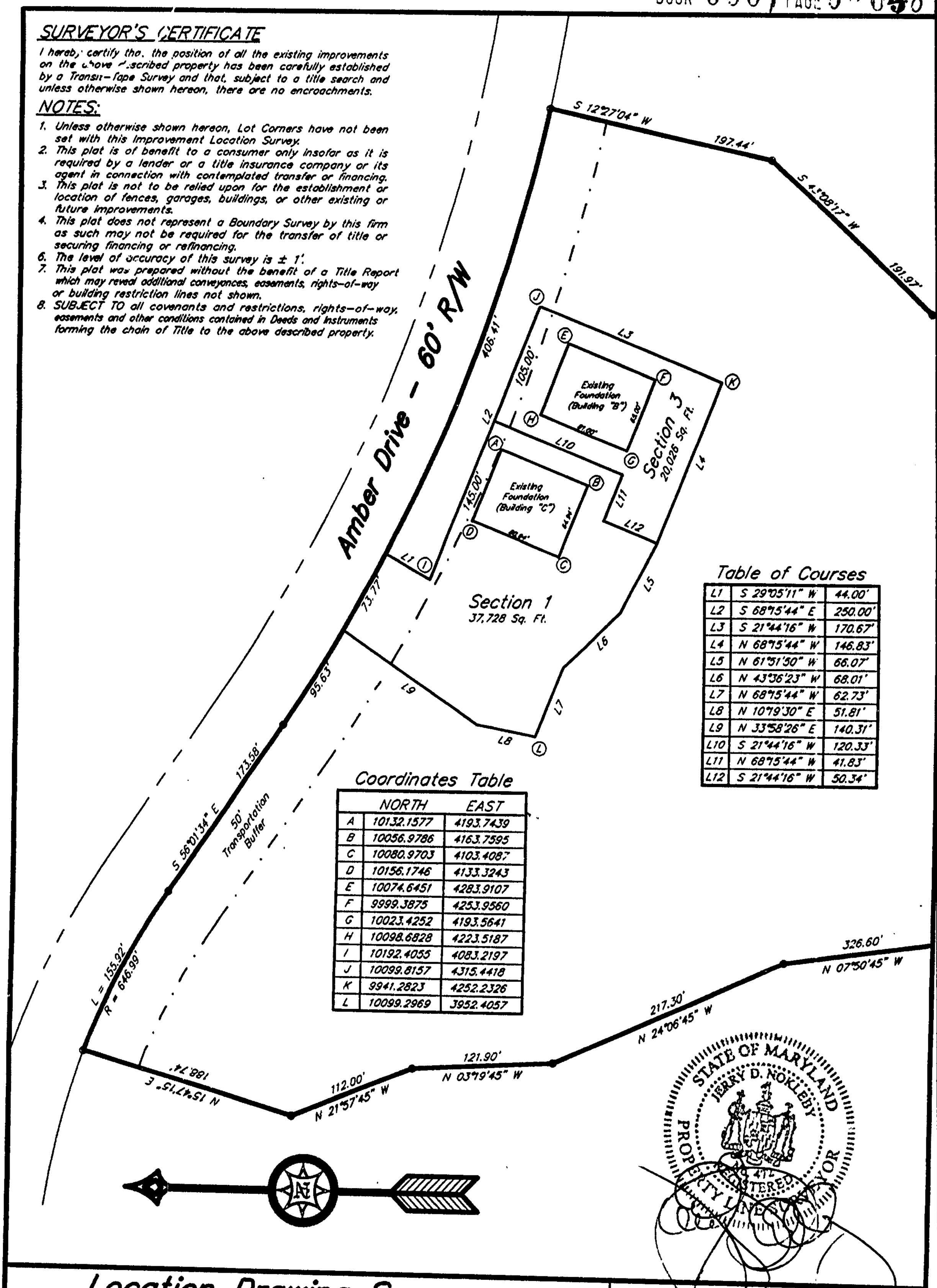


Table of Courses

L1	S 29°05'11" W	44.00'
L2	S 68°15'44" E	250.00'
L3	S 21°44'16" W	170.67'
L4	N 68°15'44" W	146.83'
L5	N 61°51'50" W	66.07'
L6	N 43°36'23" W	68.01'
L7	N 68°15'44" W	62.73'
L8	N 10°19'30" E	51.81'
L9	N 33°58'26" E	140.31'
L10	S 21°44'16" W	120.33'
L11	N 68°15'44" W	41.83'
L12	S 21°44'16" W	50.34'

Coordinates Table

	NORTH	EAST
A	10132.1577	4193.7439
B	10056.9786	4163.7595
C	10080.9703	4103.4087
D	10156.1746	4133.3243
E	10074.6451	4283.9107
F	9999.3875	4253.9560
G	10023.4252	4193.5641
H	10098.6828	4223.5187
I	10192.4055	4083.2197
J	10099.8157	4315.4418
K	9941.2823	4252.2326
L	10099.2969	3952.4057

Location Drawing Survey

Hickory Hills P.U.D.
Phase 3D
Westmeath Condominiums
Sections 1 & 3

Eighth Election District
St. Mary's County, Maryland

NOKLEBY SURVEYING
INCORPORATED

46925-B Shangri-La Drive, S.
Lexington Park, Maryland 20653
Phone: (301) 862-3135 • FAX: (301) 862-4360

Scale: 1" = 100'	Contract#: 43-1-535	Drawing: 42154LD6	Drawn By: JTN	Date: 05/13/03

EXHIBIT C

SECTION THREE - BLARNEY BUILDING

UNIT ELEVATIONS AND FLOOR PLANS, PERCENT INTERST AND VOTING RIGHTS OF CONDOMINIUM UNIT OWNERS

Attached to this Exhibit are the elevations and floor plans for Phase Three of the Condominium. Phase Three consists of the "Blarney" building, the physical address of which is 45512 Westmeath Way, which contains twelve (12) condominium units. The semi-basement will consist of underground parking and storage rooms for each Unit in the nature of "Limited Common Elements". The building will have an elevator. The Condominium building will have three floors, and each floor will have four (4) Condominium Units; one Unit in the Unit "A" configuration, one Unit in the Unit "B" configuration and two (2) Units in the Unit "C" configuration, all as shown on the attached floor plans.

The Blarney building Unit Owners shall have an undivided percentage interest in the Common Elements and shall have the number of votes as follows:

Phase Number	Unit Designation	Unit Address	Percentage Interest for Each Unit	Votes Per Unit
Three	Blarney 1st Fl. A	B11	4.167%	1
Three	Blarney 1st Fl. B	B12	4.167%	1
Three	Blarney 1st Fl. C-1	B13	4.167%	1
Three	Blarney 1st Fl. C-2	B14	4.167%	1
Three	Blarney 2nd Fl. A	B21	4.167%	1
Three	Blarney 2nd Fl. B	B22	4.167%	1
Three	Blarney 2nd Fl. C-1	B23	4.167%	1
Three	Blarney 2nd Fl. C-2	B24	4.167%	1
Three	Blarney 3rd Fl. A	B31	4.167%	1
Three	Blarney 3rd Fl. B	B32	4.167%	1
Three	Blarney 3rd Fl. C-1	B33	4.167%	1
Three	Blarney 3rd Fl. C-1	B34	4.167%	1
			50.00%	12

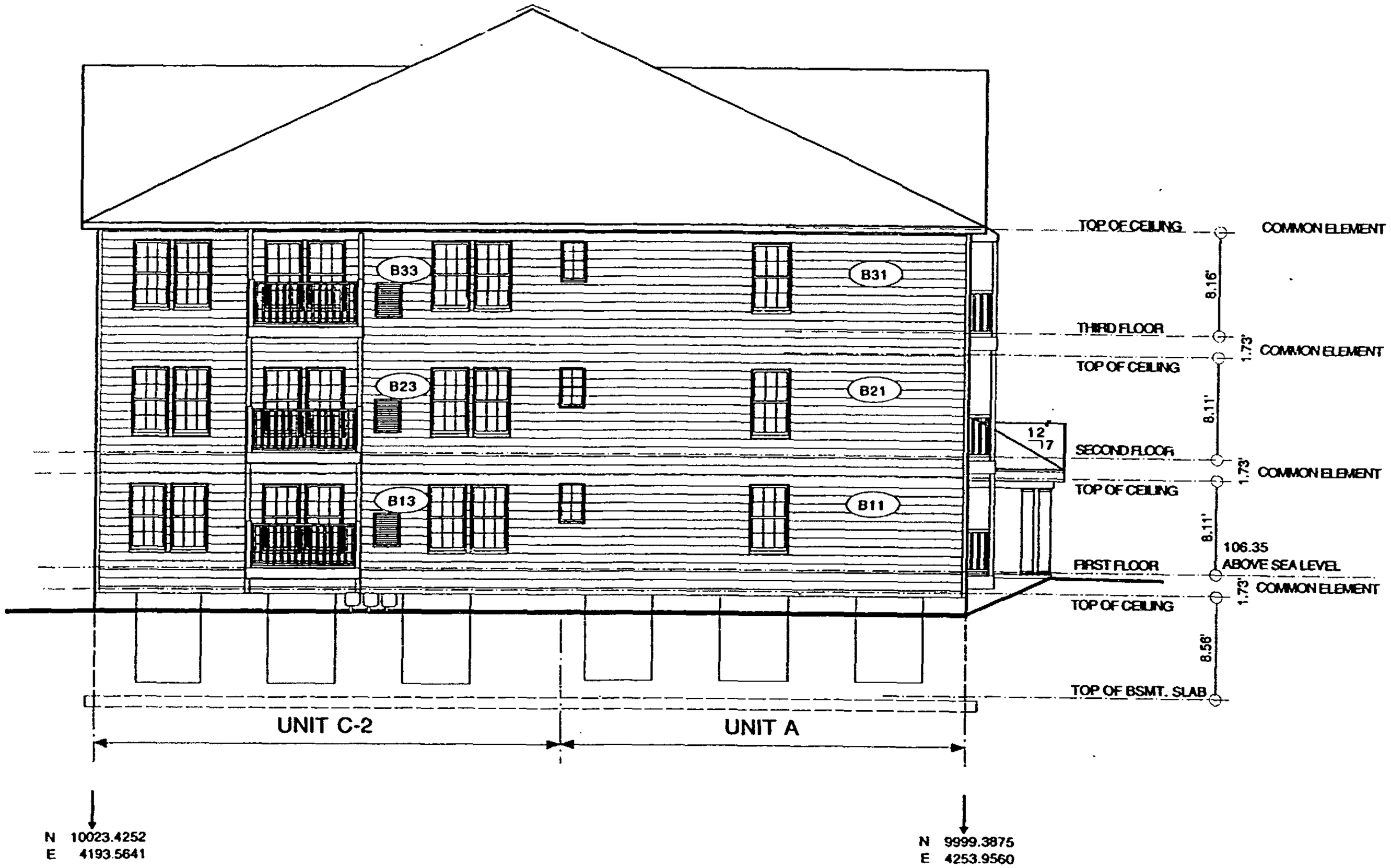
The Main, Right, Left And Rear Elevation drawings detail the as-constructed corner locations of the Blarney building, its 1st floor location above sea level, and the elevations of the 2nd and 3rd floors. The elevations and floor plans also establish the location of each Unit within the Blarney building.

BOOK 0009 PAGE 0080
NUMBER 2050 FOLIO 532

HICKORY HILLS P.U.D. PHASE 3D WESTMEATH CONDOS SECTION 1
45512 WESTMEATH WAY - UNITS B(11, 12, 21, 22, 31, & 32)
GREAT MILLS, MD 20634
WESTMEATH A CONDOMINIUM BLDG. B

MAIN ENTRY ELEVATION

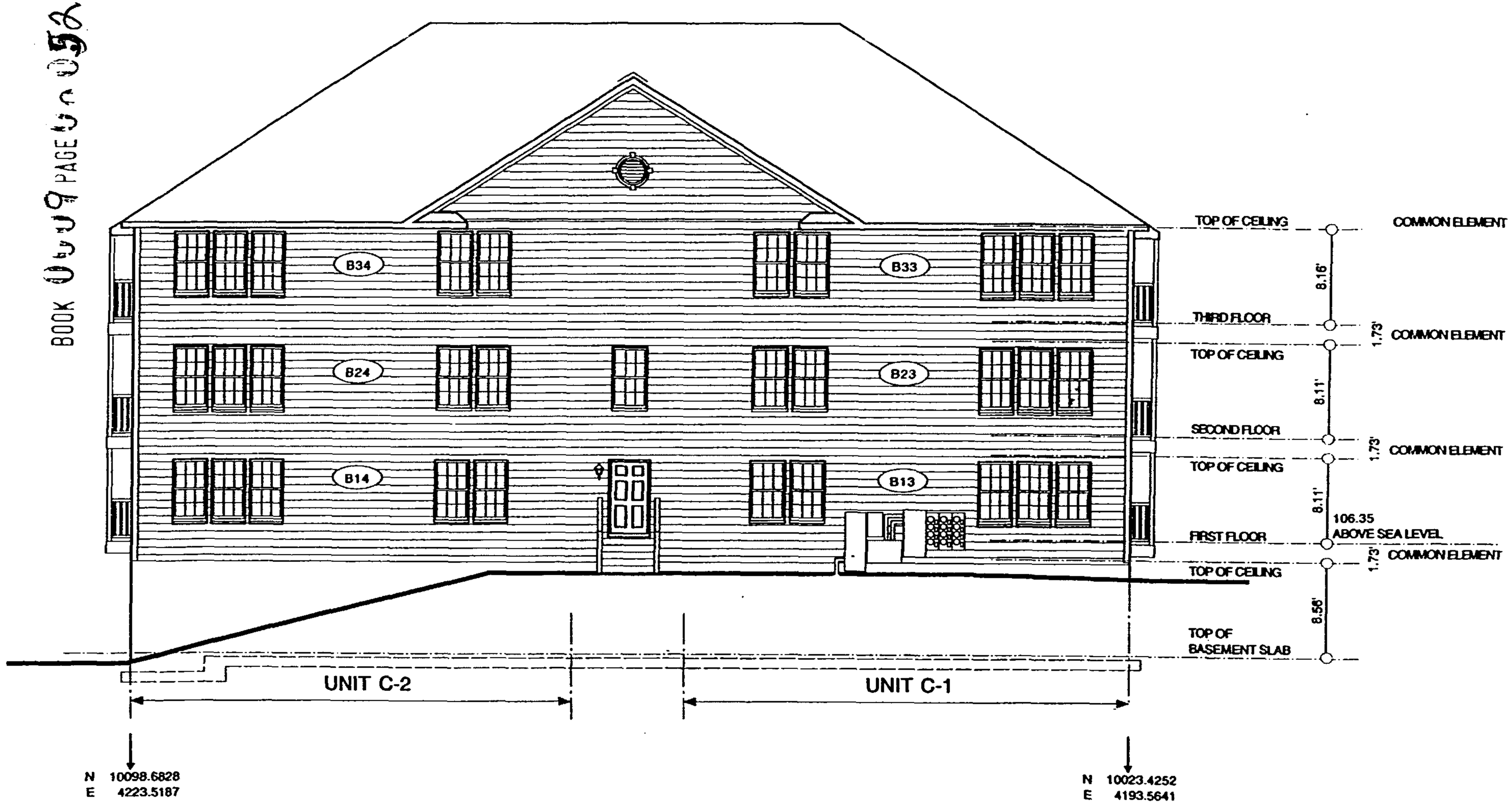
LIBER 2050 FOLIO 533
BOOK 09 PAGE 09 051



HICKORY HILLS P.U.D. PHASE 3D WESTMEATH CONDOS SECTION 1
45512 WESTMEATH WAY - UNITS B(11, 13, 21, 23, 31, & 33)
GREAT MILLS, MD 20634
WESTMEATH A CONDOMINIUM BLDG. B

LEFT SIDE ELEVATION

LIBER 2050 FOLIO 534
BOOK 009 PAGE 052

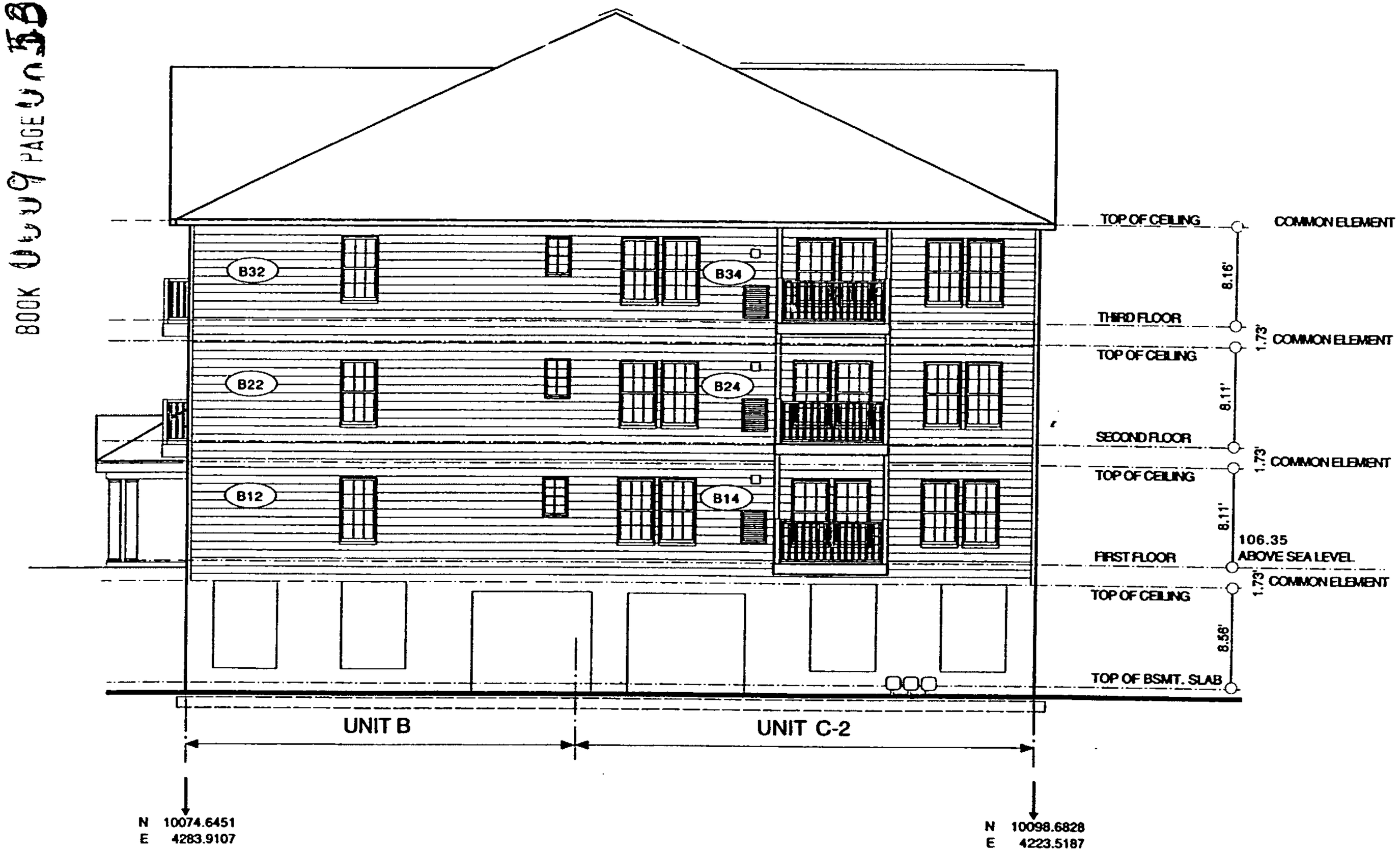


HICKORY HILLS P.U.D. PHASE 3D WESTMEATH CONDOS SECTION 1
45512 WESTMEATH WAY - UNITS B(13, 14, 23, 24, 33, & 34)
GREAT MILLS, MD 20634
WESTMEATH A CONDOMINIUM BLDG. B

REAR ELEVATION

BOOK 0009 PAGE 0058

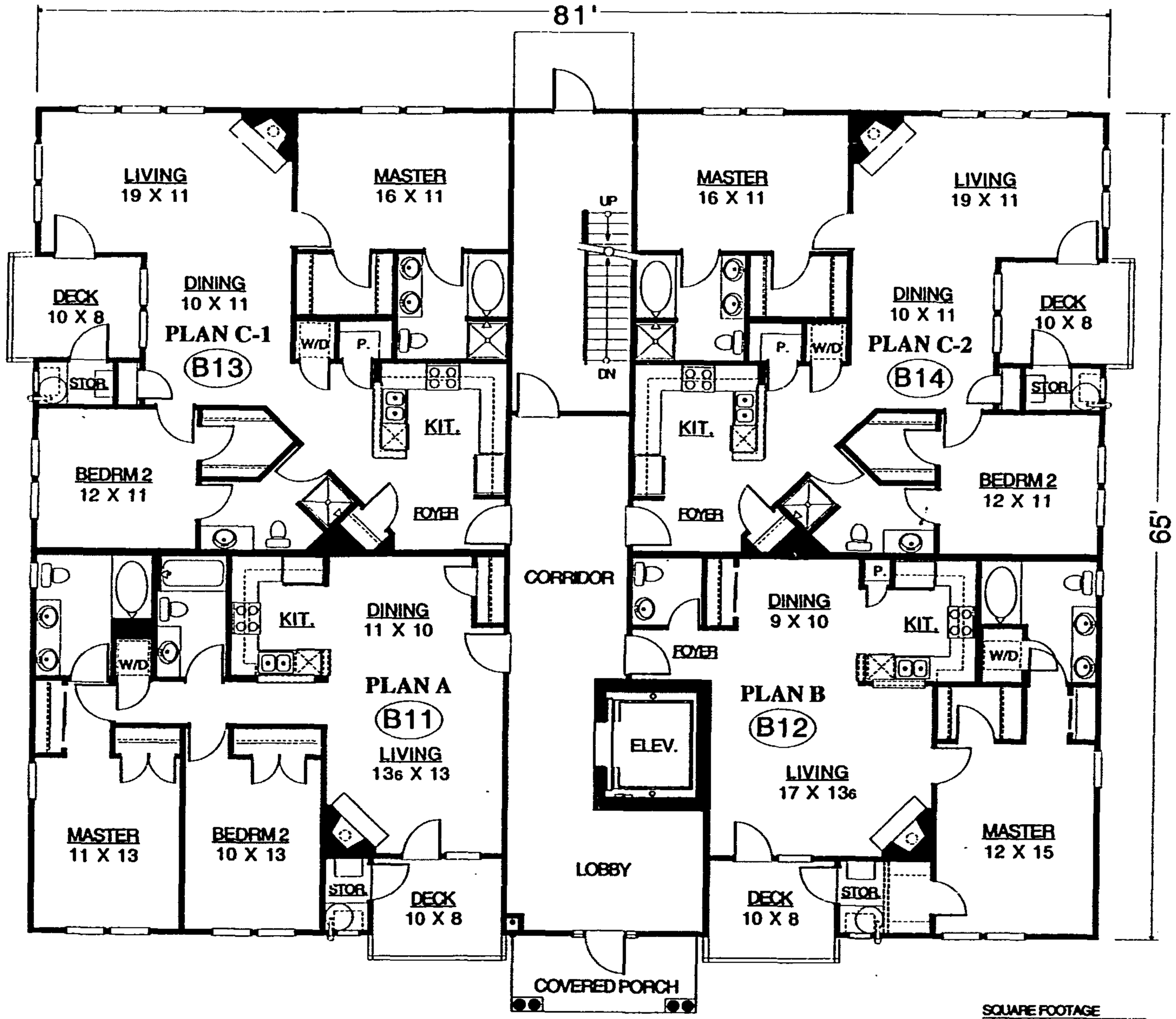
LIBER 2050 FOLIO 535



HICKORY HILLS P.U.D. PHASE 3D WESTMEATH CONDOS SECTION 1
45512 WESTMEATH WAY - UNITS B(12, 14, 22, 24, 32, & 34)
GREAT MILLS, MD 20634
WESTMEATH A CONDOMINIUM BLDG. B

RIGHT SIDE ELEVATION

LIBER 2050 FOLIO 536
BOOK 0009 PAGE 0054

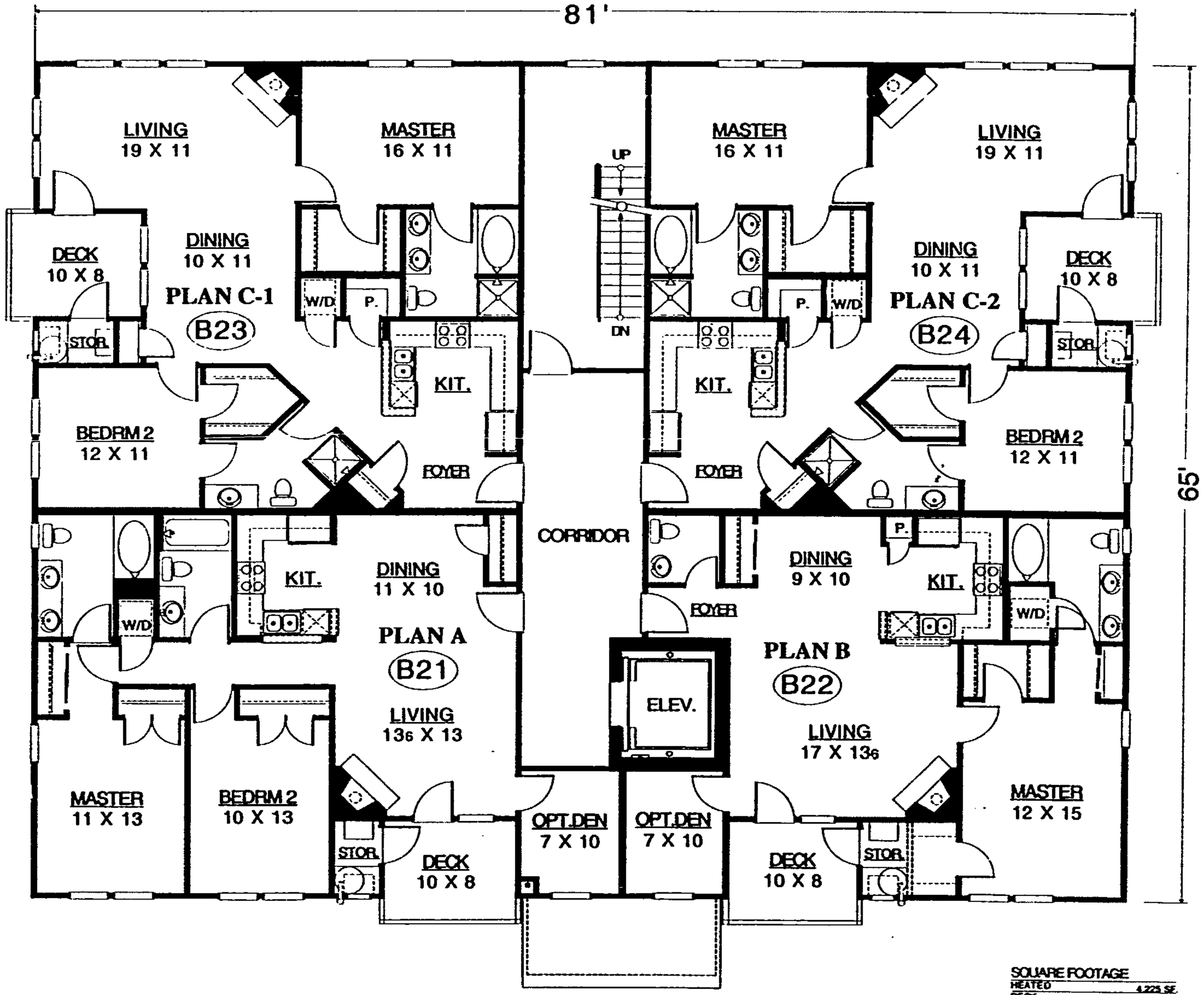


BUILDING FIRST FLOOR PLAN

THE CASTLES AT WESTMEATH

SCALE: 3/16" = 1'-0" DATE: MAY 20, 2003

BOOK 0609 PAGE 0055
LIBER 2050 FOLIO 537



SQUARE FOOTAGE

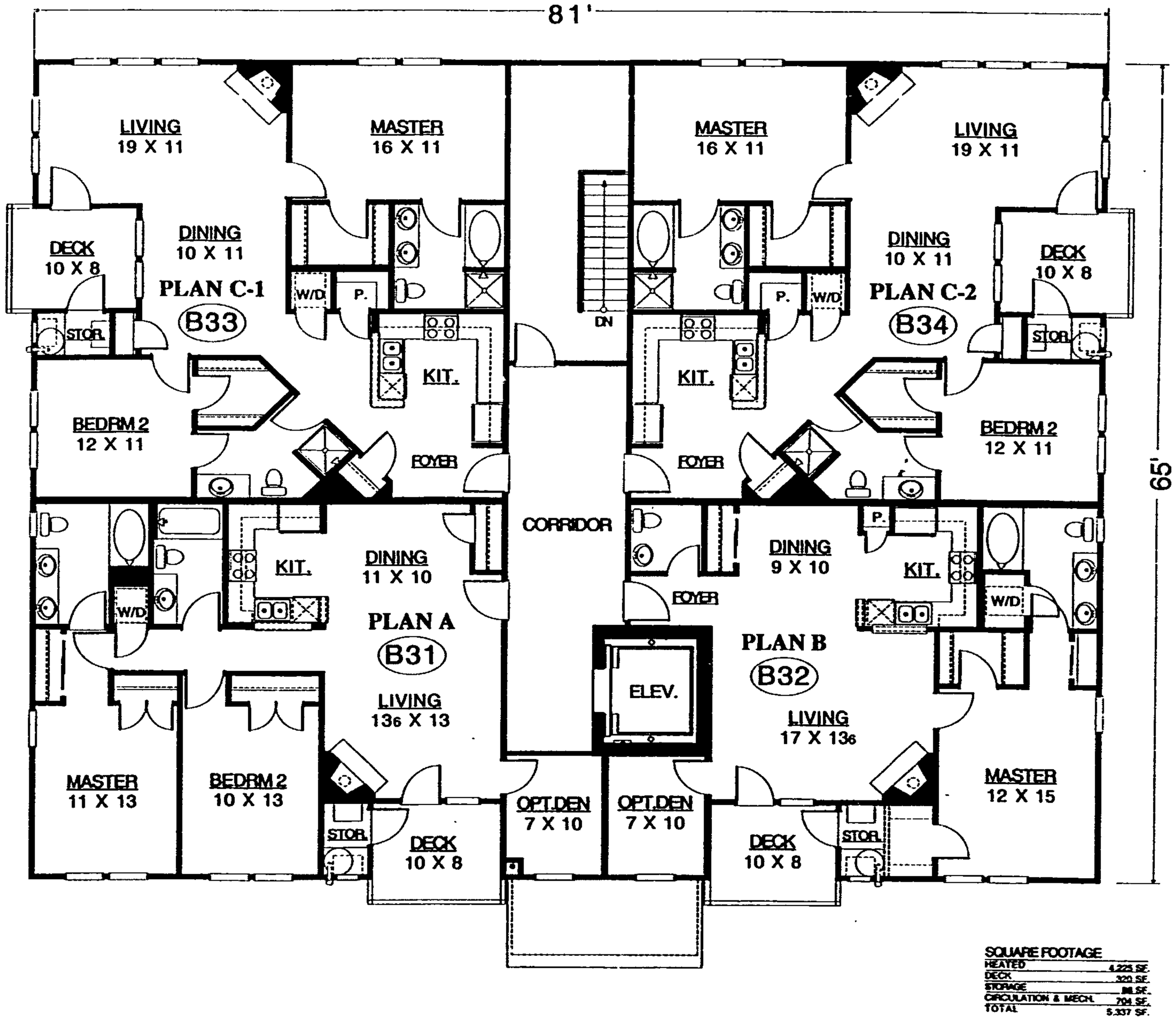
HEATED	4,225 SF.
DECK	320 SF.
STORAGE	88 SF.
CIRCULATION & MECH.	704 SF.
TOTAL	5,337 SF.

BUILDING SECOND FLOOR PLAN

THE CASTLES AT WESTMEATH

SCALE: 3/16" = 1'-0" DATE: MAY 20, 2003

BOOK 0009 PAGE 0 0 5 0
LIBER 2050 FOLIO 538



SQUARE FOOTAGE

HEATED	4,225 SF.
DECK	320 SF.
STORAGE	88 SF.
CIRCULATION & MECH.	704 SF.
TOTAL	5,337 SF.

BUILDING THIRD FLOOR PLAN

THE CASTLES AT WESTMEATH

SCALE: 3/16" = 1'-0" DATE: MAY 20, 2003

CERTIFICATE OF SURVEYOR

The undersigned, a professional land surveyor authorized to practice in the State of Maryland, states as follows:

1. I have determined the physical location of the Blarney Building, Section Three of the Westmeath Condominium, by determining the as-constructed corner locations and first, second and third floor elevations which are shown on the Main, Right, Rear and Left Elevation drawings preceding this Certificate.

2. The Elevation drawings when read together with the applicable wording of the Declaration, and the floor plans drawing preceding this Certificate, correctly represent the Blarney Building, and the identification and location of each Unit and the Common Elements, as constructed, can be determined from them.

June 2, 2003

Jerry D. Nokleby, Surveyor

(SEAL)

STATE OF MARYLAND
JERRY D. NOKLEBY
No. 472
REGISTERED
PROPERTY LINE SURVEYOR

2

ANNUNDIL LAND RECORDS
JUL 11 2003

BOOK 0009 PAGE 0058

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

(ANNEXING HICKORY HILLS P.U.D. PHASE 3-D, WESTMEATH CONDOS, SECTION 3)

This Amendment to the Declaration of Covenants, Conditions and Restrictions and Reservation of Easements of Hickory Hills Community Association, Inc., is made as of the 11th day of July 2003, by LIBERTY HOME BUILDER, INC., successor to LIBERTY HOMES DEVELOPMENT INCORPORATED, a Maryland Corporation, Declarant, and HICKORY HILLS III-B LIMITED LIABILITY COMPANY, a Maryland Limited Liability Company, Owner of record of the lots hereinafter described,

WHEREAS, Liberty Homes Development Incorporated, a Maryland Corporation, as the Declarant, on January 25, 1996, recorded the Declaration of Covenants, Conditions and Restrictions and Reservation of Easements of Hickory Hills Community Association, Inc. among the Land Records of St. Mary's County, Maryland at Liber EWA 1027, Folio 410. The Declaration applies to that property located in the Eighth Election District of St. Mary's County, Maryland which is shown on a Plat entitled "HICKORY HILLS P.U. D. PHASE 3D, WESTMEATH CONDOS, SECTION 3", prepared by Nokleby Surveying, Inc., and intended to be recorded immediately prior hereto among the Land Records of St. Mary's County, Maryland.

WHEREAS, Article VIII of the Declaration gives the Declarant the unilateral right, privilege and option to annex to the property subject to the Declaration and the jurisdiction of the Association all or any portion of the real property located within those boundaries described on Exhibit B attached to the Declaration. The Declarant, and the Owner of record, wish to annex that property containing 20,026 square feet of land, more or less, known as Westmeath Condos, Section 3, which is an area of land contained within the boundaries of the property described in Exhibit B attached to the original declaration.

NOW, THEREFORE, LIBERTY HOME BUILDER, INC., successor to LIBERTY HOMES DEVELOPMENT INCORPORATED, a Maryland Corporation, and HICKORY HILLS III-B LIMITED LIABILITY COMPANY, a Maryland Limited Liability Company, hereby amend the Declaration as follows:

1. The Declarant, Liberty Home Builder, Inc., successor to Liberty Homes Development Incorporated, a Maryland Corporation, and HICKORY HILLS III-B LIMITED LIABILITY COMPANY, a Maryland Limited Liability Company, pursuant to Article VIII of the Declaration hereby annex and subject to the legal operation and effect of the Declaration and the jurisdiction of the Association that real property described as follows:

That parcel located in the Eighth Election District of St. Mary's County, Maryland which is known WESTMEATH CONDOS, SECTION 3, as shown on a Plat entitled "HICKORY HILLS P.U.D., PHASE 3D, SECTION 3" which plat is intended to be recorded

among the land records of St. Mary's County, Maryland immediately prior hereto.

Said parcel of land being a portion of the real property located within those boundaries described on Schedule B of the Declaration and being a portion of the land conveyed unto HICKORY HILLS III-B LIMITED LIABILITY COMPANY, a Maryland Limited Liability Company, by Mayjack, Inc., a Maryland Corporation, by Deed dated July 31, 1997, and recorded among the Land Records of St. Mary's County, Maryland at Liber 1180, Folio 492. Said parcel also being a portion of the real property described in a Confirmatory Deed dated March 10, 2003, from Mayjack, Inc., a Maryland Corporation, and from Maryland Capital Corporation, a Maryland Corporation, to Hickory Hills III-B Limited Liability Company, a Maryland Limited Liability Company, which deed is recorded among the aforesaid land records at Liber 1957, Folio 200.

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

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

LIBERTY HOME BUILDER, INC., SUCCESSOR TO LIBERTY HOMES DEVELOPMENT INCORPORATED,
a Maryland Corporation

Witness

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

HICKORY HILLS III-B LIMITED LIABILITY COMPANY, a Maryland Limited Liability Company

Witness

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

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

I HEREBY CERTIFY, that on this 11th day of July, 2003, before me, the subscriber, a Notary Public in and for the County and State aforesaid, personally appeared EDWARD R. CURLEY, III, who is known to me (or satisfactorily proven) to be the person who signed the within instrument and he made oath in due form of law that he is the President of Liberty Home Builder, Inc., successor to Liberty Homes Development Incorporated, a body corporate, and that, as such, he is duly authorized to execute the within instrument for the purposes therein contained, and he acknowledged that he executed the same as the act and deed of said body corporate.

AS WITNESS MY HAND AND NOTARIAL SEAL.

Notary Public
My commission expires: 10/1/05

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

I HEREBY CERTIFY, that on this 11th day of July, 2003, before me, the subscriber, a Notary Public in and for the County and State aforesaid, personally appeared EDWARD R. CURLEY, III, who is known to me (or satisfactorily proven) to be the person who signed the within instrument and he made oath in due form of law that he is the Manager of Hickory Hills III-B Limited Liability Company, a Maryland Limited Liability Company, and that, as such, he is duly authorized to execute the within instrument for the purposes therein contained, and he acknowledged that he executed the same as the act and deed of said limited liability company.

AS WITNESS MY HAND AND NOTARIAL SEAL.

Notary Public
My commission expires: 10/1/05

BENEFICIARY'S CONSENT

BANK OF AMERICA, N.A., Beneficiary under certain Deeds of Trust recorded among the Land Records of St. Mary's County, Maryland, hereby joins in the foregoing Amendment to Declaration of Covenants, Conditions and Restrictions and Reservation of Easements of Hickory Hills Community Association, Inc. dated July 11th, 2003, made by Liberty Home Builder, Inc., successor to Liberty Homes Development Incorporated, a Maryland Corporation, and Hickory Hills III-B Limited Liability Company, a Maryland Limited Liability Company, for the sole purpose of consenting to the operation and effect of the said Declaration upon the mortgaged premises therein described.

WITNESS: BANK OF AMERICA, N.A.

BY: _____ (SEAL)
RONALD C. RYMER, VICE PRESIDENT

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

I HEREBY CERTIFY, that on this 11 day of July, 2003, before me, the subscriber, a Notary Public in and for the jurisdiction aforesaid, personally appeared Ronald C. Rymer, Vice President of Bank of America, N.A., known to me (or satisfactorily proven) to be the person who executed the foregoing instrument and acknowledged that ___he___ executed the same in the capacity stated and for the purposes therein contained.

Notary Public
My commission expires: 10/1/05

BENEFICIARY'S CONSENT

MAYJACK, INC., Beneficiary under a certain Deed of Trust dated July 31, 1997, and recorded among the Land Records of St. Mary's County, Maryland hereby joins in the foregoing Amendment to Declaration of Covenants, Conditions and Restrictions and Reservation of Easements of Hickory Hills Community Association, Inc. dated July 11th, 2003, made by Liberty Home Builder, Inc., successor to Liberty Homes Development Incorporated, a Maryland Corporation, and Hickory Hills III-B Limited Liability Company, a Maryland Limited Liability Company, for the sole purpose of consenting to the operation and effect of the said Declaration upon the mortgaged premises therein described.

WITNESS:

MAYJACK, INC.

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

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

I HEREBY CERTIFY, that on this 11th day of July, 2003, before me, the subscriber, a Notary Public in and for the jurisdiction aforesaid, personally appeared G. THOMAS DAUGHERTY, PRESIDENT OF MAYJACK, INC., a body corporate, known to me (or satisfactorily proven) to be the person who executed the foregoing instrument and acknowledged that he executed the same in the capacity stated and for the purposes therein contained.

_____
Notary Public
My commission expires: 10/1/05

BOOK 0009 PAGE 0-63

PORT BELLO ESTATES HOMEOWNERS' ASSOCIATION, INC.

(A Maryland Non-Stock Corporation)

AMENDMENT TO DISCLOSURES PURSUANT TO THE MARYLAND HOMEOWNERS ASSOCIATION ACT

Dated: 7-21, 2003

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

Declarant:	Casimir Szlendak c/o Dugan, McKissick & Wood, LLC 22738 Maple Road, Suite 101 Lexington Park, Maryland 20653
President:	Casimir Szlendak c/o Dugan, McKissick & Wood, LLC 22738 Maple Road, Suite 101 Lexington Park, MD 20653
Secretary:	Christine Morgan P.O. Box 1114 Lexington Park, Maryland 20653
Treasurer:	Christine Morgan P.O. Box 1114 Lexington Park, Maryland 20653
Board Members:	Casimir Szlendak Christine Morgan Debbie Sinclair

RECORDING FEE 10.00
TOTAL 10.00
Rec# SM63 Rcpt # 81174
EMA CSS Blk # 1057
Jul 28, 2003 03:39 PM

(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

BOOK 0009 PAGE 0-64

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

ATTEST:

Mary Blendak

By: _____(SEAL)
CASIMIR SZLENDAK,
Declarant/President

STATE OF CALIFORNIA
COUNTY OF Alameda

I HEREBY CERTIFY, that on this 21 day of July, 2003, before me, the subscriber, a Notary Public for the State and County, personally appeared CASIMIR SZLENDAK in his capacity as President of PORTO BELLO ESTATES HOMEOWNERS' ASSOCIATION, 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.

DEANNA K. LODER
Commission # 1277510
Notary Public - California
Alameda County
My Comm. Expires Sep 19, 2004

Deanna K Loder
NOTARY PUBLIC
My Commission Expires: 9/19/2004

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The Law Office of
DUGAN, MCKISSICK
&
WOOD, L.L.C.
2738 Maple Road, Suite 101
Lexington Park, MD 20653
Ph: (301) 862-3764
Fax: (301) 862-3789

BOOK 0003 PAGE 0065

FIRST AMENDMENT TO THE BY-LAWS OF MILL POINT IMPROVEMENT ASSOCIATION, INC.

THIS FIRST AMENDMENT is hereby enacted on this 19th day of July. 2003.

WHEREAS, at the time of the recording of the original By-Laws dated June 7, 2003 (hereinafter the "By-Laws"), certain language was omitted from Article III, Section 5 of the By-Laws; and

WHEREAS, this First Amendment is hereby enacted by the Directors of the Mill Point Improvement Association, Inc. to add the omitted text to the said Article III, Section 5 of the By-Laws;

NOW THEREFORE, the By-Laws are herby amended such that Section 5 shall read as follows:

RECORDING FEE 10.00
TOTAL 10.00
Rec# SM02 Rcpt # 76113
EWA CSS Blk # 1375
Aug 08, 2003 12:57 PM

ARTICLE III, SECTION 5
MEMBER IN GOOD STANDING; DUES

In the event dues are not paid by any property owner in the Mill Point Shores subdivision by January 15th of each 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, together with any interest accrued thereon, will be treated by the Association as a lien against the real property for which the dues were assessed and accordingly, a lien for any past due dues and interest together with a reasonable amount for collection, including legal fees, may be legally recorded by the Association against any real property against which the dues were assessed.

All other portions and sections of the By-Laws shall remain un-modified in full force and effect

IN WITNESS WHEREOF, we, being all of the Directors of the Mill Point Improvement Association, Inc., have hereunto set our hands on the date stated herein above.

Edwin A. Brown, President

James Kelly, Vice-President

Debra S. Dent, Secretary

Leona F. Lee, Treasurer

Dorothy V. Harrod, Financial Secretary

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

I HEREBY CERTIFY, That on this 17th day of July 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, 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.

Kelly C Jordan
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 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 July, 2003.

IN WITNESS WHEREOF, I have hereunto subscribed my name on behalf of the Association this 17th day of July, 2003.

Edwin A. Brown
Edwin A. Brown, President

LIBER 0009 FOLIO 067

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

SECTIONS ONE, TWO AND THREE
ST. JAMES SUBDIVISION
PLAT LIBER E.W.A. No. 46, FOLIO 78
AND
PLAT LIBER E.W.A. No. 48, FOLIO 94
AND
PLAT LIBER E.W.A. NO. 55, FOLIO 98

August 11th, 2003

These disclosures are being submitted for recordation in the homeowners association depository in the Land Records for St. Mary's County, Maryland and are intended to supersede the First and Second Disclosures previously recorded at among the homeowners association depository.

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

Arrowhead, L.L.C.
P.O. Box 2010
California, Maryland 20619
301 863-6560

RECORDING FEE 30.00
TOTAL 30.00
Rec# SM02 Rcpt # 76708
EMA KEB Blk # 3207
Aug 14, 2003 02:30 PM

MEMBER
Dean A. Beck
P.O. Box 2163
Lusby, Maryland 20657
301 863-6560

MEMBER
Jo Ann M. Beck
P.O. Box 1378
Lusby, Maryland 20657
301 863-6560

(2) The name of the Homeowners Association is: **ST. JAMES HOMEOWNERS' INC.,** (a Maryland Non-Stock Corporation). The resident agent of

the Homeowners Association is Bill D. McKissick, Jr., Esq., 22738 Maple Road, Suite 101, Lexington Park, Maryland 20653. CORRESPONDENCE TO THE ASSOCIATION MAY BE ADDRESSED TO **ST. JAMES HOWNEOWNER' S ASSOCIATION, INC., C/O DEAN A. BECK, PRESIDENT, P.O. BOX 2010, CALIFORNIA, MARYLAND 20619 PH: 301 863-6560; FAX: 301 863-6011.**

(3) The development is located in the First Election district of St. Mary's County, and contains currently 229.97 acres more or less, and is more specifically described in the Declaration of Covenants, Conditions and Restrictions for St. James recorded among the Land Records of St. Mary's County, Maryland at Liber E.W.A. No.1335, Folio 154 as amended, copies of which are attached. After annexation of **Section 3** there are **60** lots in the subdivision. The minimum number of Lots currently planned which may be contained in the subdivision after annexation is **90**. The maximum number of lots currently planned which may be contained in the subdivision after annexation is **115**.

(4) The only property to be dedicated to public use consists of that property upon which the roads of the subdivision will be located, said roads to be dedicated to St. Mary's County as more specifically shown on the Plat of subdivision as identified in the Declaration.

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

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

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

(8) A copy of the following documents are recorded elsewhere within the Homeowner's Association Depository and 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 proposed annual budget for the homeowners association for the current fiscal year due is attached. The budget for the homeowners association based upon the development fully expended in accordance with expansion rights contained in the declaration is not anticipated to exceed **$350.00** per year, said sum to pay for the maintenance of the common areas and administrative expenses of the homeowners association.

(10) The anticipated mandatory fee for assessments to be paid by owners of lots within the development for the use, maintenance, and operation of common areas and other purposes related to the homeowners association will be $350.00 per lot, per year, unless otherwise determined pursuant to the terms of the attached Bylaws, Articles, and/or Declaration, as amended. The declarant/vendor will not be obligated to pay said fees in whole or in part. The assessments are to be paid on an annual basis.

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

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

(13) A $250.00 capitalization fee for contribution to the homeowners association shall be collected at settlement.

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

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

ATTEST

DECLARANT
Arrowhead, L.L.C.

By: Member
Dean A. Beck, Member

Date: August 11, 2003

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

I HEREBY CERTIFY that on this 11th day of August, 2003, before me, the subscriber, a notary public in and for the jurisdiction aforesaid, personally appeared Dean A. Beck, Member of Arrowhead, L.L.C., who is known to me (or satisfactorily proven) to be the person who signed the within instrument and acknowledged the aforegoing instrument to be the act of Arrowhead, L.L.C.

AS WITNESS my hand and Notarial Seal

Notary Public
My Commission expires:_____

BECKY L. OBNEY
NOTARY PUBLIC
ST. MARY'S COUNTY
MARYLAND
My Commission Expires Apl. 23, 2006

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LIBER 0009 FOLIO 071

St. James

Homeowner's Association
Budget

Itemized Maintenance Budget

Office Supplies & Postage	$1,250.00
Landscaping – Plantings and Maintenance	$11,250.00
Lighting	$4,200.00
Annual Picnic	$600.00
Accounting/Legal	$3,000.00
Architectural Review	$3,000.00
Insurance	$1,850.00
Capitalization Fee for Pool & Clubhouse	$4,850.00
Reserves	$3,950.00
Total	$33,950.00

Budget is based on build-out of 97 members. Revised August 2003.

Arrowhead, L.L.C.
P.O. Box 2010
California, MD 20619
(301) 863-6560
(301) 863-6011 (Fax)

ST. JAMES HOMEOWNERS' ASSOCIATION, INC.

RESOLUTION OF THE DECLARANT, ARROWHEAD, L.L.C.. AND THE BOARD OF DIRECTORS OF ST. JAMES HOMEOWNERS' ASSOCIATION, INC.

This Resolution is made as of the 26th day of August 2002, by **ARROWHEAD, L.L.C.**, as Declarant, and by all of the Board of Directors of **ST. JAMES HOMEOWNERS' ASSOCIATION, INC.** (the "Association");

WHEREAS, pursuant to that Assignment of Rights in the Declaration of Covenants, Conditions and Restrictions for St. James, Inc. dated August 26, 2002 and recorded among the Land Records of St. Mary's County, Maryland at Liber E.W.A. No. 1845, Folio 423, Arrowhead, L.L.C. is the successor Declarant to the Declaration of Covenants, Conditions and Restrictions for St. James, as the same is recorded among the aforesaid Land Records at Liber E.W.A. No. 1335, Folio 154, as amended (the "Declaration");

WHEREAS, pursuant to the Declaration there has been formed the St. James Homeowners' Association, Inc. as the homeowners association managing the affairs of the St. James subdivision;

WHEREAS, pursuant to Article IV, Section 1 of the Bylaws of the Association, the Declarant has the right to select the members of the Board of Directors;

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

WHEREAS, Article XI, Section 5 of the Declaration provides that the Board of Directors of the Association have the authority to appoint an Architectural Review Committee who shall be

responsible for the architectural control in the St. James Subdivision until the lapse of the Class B Membership;

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

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

RESOLVED, that the resignations of the existing member of the Board of Directors, the architectural review committee and the officers of the Association are accepted and the same are hereby removed from office;

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

1. Dean A. beck
2. Jo Ann M. Beck
3. Debra Windsor;

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

1.	Dean A. Beck	President
2.	Jo Ann M. Beck	Vice-President
3.	Debra Windsor	Treasurer
4.	Debra Windsor	Secretary;

RESOLVED, that the following individuals are hereby appointed as the members of the Architectural Review Committee to hold said office until their successors are appointed or until

they are removed, whichever comes first:

1. Dean A. Beck

2. Jo Ann M. Beck

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

DECLARANT
Arrowhead, L.L.C..

By: Member
Dean A. Beck
Member

BOARD OF DIRECTORS

Dean A. Beck

Jo Ann M. Beck

Debra Windsor

bdm \\Server\Forms\Real estate\Homeowners Associations\St. James\Section 3\Resolution-Joint BOD and Declarant.doc
07/14/03 9:37:00 AM

LIBER0009 FOLIO075

ST. JAMES HOMEOWNERS' ASSOCIATION, INC.

UNANIMOUS RESOLUTION OF THE BOARD OF DIRECTORS OF ST. JAMES HOMEOWNERS' ASSOCIATION, INC.

This Unanimous Resolution is made as of the 11th day of August 2003, by the undersigned Board of Directors of **ST. JAMES HOMEOWNERS' ASSOCIATION, INC.** (the "Association");

WHEREAS, Article II, Section 5 of the Declaration of Covenants, Conditions and Restrictions for St. James, as the same is recorded among the aforesaid Land Records at Liber E.W.A. No. 1335, Folio 154, as amended (the "Declaration"), provides that the Declarant expressly reserves the right to change existing or future plans or designs for St. James as to those portions of the planned residential community not yet included in the property and made subject to the legal operation and effect of the Declaration, and that any such supplementary declaration or amendment of the Declaration may contain such modifications of the Covenants, Conditions and Restrictions contained in the Declaration as may be necessary to reflect the different character, if any, of the added Property;

WHEREAS, the Declarant has by that Amendment to Declaration of Covenants, Conditions and Restrictions for St. James Homeowners Association, Inc. annexed into the Association and subjected to the effect of the Declaration those Lots 48-60, inclusive, located in the First Election District of St. Mary's County, Maryland which are shown on a Plat entitled "St. James Subdivision, Section Three", and recorded in the Plat Records of St. Mary's County, Maryland at Liber E.W.A. No. 48, Folio 94;

WHEREAS, pursuant to the aforesaid Amendment, the Declarant amended the

Declaration to provide that certain new architectural standards should apply to the aforesaid Lots in Section Three;

RESOLVED, the Board of Directors hereby adopt and ratify and confirm that the Architectural Regulations attached hereto as Exhibit A shall be the Architectural Regulations applicable to the aforesaid Lots 48-60, until the same may be amended by the Declarant or by the Board of Directors with the consent of the Declarant. Those Construction Standards and Guidelines recorded among the St. Mary's County Homeowners Association Depository at Liber E.W.A. No. 5, Folio 72 shall continue to apply to those Lots shown on Sections One and Two of the St. James Subdivision, until such time as the same may be amended by the Board of Directors.

BOARD OF DIRECTORS

Dean A. Beck

Jo Ann M. Beck

Debra Windsor

LIBER 0009 FOLIO 077

Exhibit a
ARCHITECTURAL RESGULATION APPLICABLE
TO
SECTION 3 OF ST. JAMES SUBDIVIISON

1 POLICIES AND PROCESS

1.1 PHILOSOPHY OF DEVELOPMENT

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

1.2 AUTHORITY TO ESTABLISH STANDARDS AND CONDUCT DESIGN REVIEW

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

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

LIBER 0009 FOLIO 079

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

1.3 THE ST. JAMES DESIGN GOALS

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

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

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

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

LIBER 0009 FOLIO 080

d) GOAL #4 - MAINTAIN HIGH APPEARANCE STANDARDS: All improvements to any lot in a neighborhood shall meet minimum standards and material quality consistent with the level of quality established for that neighborhood. The exterior of each structure shall consist of a vocabulary of materials, products, and assemblies that are harmonious with each other, consistent and supportive of the architectural style, and appropriate to the general appearance characteristics of the community. All construction shall be of workmanlike quality consistent with normal professional standards of workmanship.

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

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

1.4 RESPONSIBILITY FOR OBTAINING APPROVALS

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

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

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1.5 PREPARATION OF SUBMITTALS

1.5.1 SUBMITTALS TO BE COMPLETE AND ACCURATE: Submittals prepared for consideration by the ARC need to be complete and accurate. Submittals for design review must include drawings prepared as describes below. The ARC may require that color chips accompany color applications. All requested information on the application forms needs to be furnished. The ARC will reject applications that are incomplete or inaccurate.

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

<u>NEW HOMES:</u>

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

<u>ADDITIONS:</u>

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

<u>ACCESSORY STRUCTURES:</u>

- Site Plan – showing location of new structure and

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existing house, with distances between each, distances to property lines, and tree(s) if any to be removed.

- Floor Plan(s)
- All Exterior Elevations (Show finish materials).

OTHER SITE IMPROVEMENTS:

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

FENCES:

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

HOUSE COLORS:

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

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

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

1.6 REVIEW PROCESS

1.6.1 The ARC reviews plans for new houses, modifications, additions, and accessory buildings. As plans are received, the ARC reviews all requests submitted on the appropriate application forms together with their supporting drawings and information. An ARC representative will be on site in the community at least twice a month for review of color submittals, site stake-out, and project completion. Application forms are available from Arrowhead L.L.C., P.O. Box 2010, California, MD, 20619 at 301-863-6560. Two weeks will be allowed for the review of site and construction plans. Requests for site inspection should be made at least seven (7)

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days prior to your anticipated need for approval (to start work, close on property, etc.).

1.7 REVIEW BASIS

1.7.1 The ARC bases its review of each application on its interpretation of the Covenants and these Standards and on the graphic and written information presented. Due to time constraints, ARC review of all applications occurs without personal presentations by the applicants. Therefore it is incumbent upon the applicant to provide sufficient and accurate information to the ARC for proper consideration. If, in the applicant's opinion, extenuating circumstances exist which would justify a variance from stated guidelines, this information should be presented with the application.

1.8 APPROVALS

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

"Approved": means approved as submitted.

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

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

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

1.9 APPEALS

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

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

1.10 CONSTRUCTION CHANGES

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

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2 INDIVIDUAL LOT DEVELOPMENT STANDARDS

2.1 CLEARING AND LOT PREPARATION

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

2.1.2 SITE CLEARING, CUTTING OF TREES

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

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

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

- Within required front yard, existing groundcover, shrubs and trees up to 4-inches in diameter measured 2-feet above ground, may be removed and replaced with the Homeowner's landscaping which shall include some combination of grass, groundcover vegetation or mulch, shrubs, and trees. Except for

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drive access, no pavement shall be permitted in this area. The ARC may permit removal of larger trees on a case-by-case basis when requested.

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

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

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

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

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

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

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

2.1.3 EROSION AND SEDIMENTATION: Builders and Homeowners are required to comply with applicable governmental regulations and code requirements. Silt runoff and mud from vehicular traffic will be contained on the lot. Erosion control devices shall be installed prior to construction. This includes but is not limited to silt fences and stone construction entrances. The builder/homeowner shall maintain all erosion control devices until construction has been completed and planting installed. Any mud or silt runoff shall be immediately removed by the builder/homeowner. The Developer

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shall have the right, and hereby reserves an easement for itself and the Association, to enter any lot whether improved or unimproved, for the purpose of performing necessary grading, landscaping or construction and maintaining erosion prevention.

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

2.1.5 CONSTRUCTION SITE MAINTENANCE: Dumpsters or trash containment areas are required on all construction sites for the containment of debris. Portable toilets are required on all construction sites.

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

2.2 LOCATING STRUCTURES ON A LOT

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

2.2.2 HOUSE SITING REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

c) EFFECTS OF LOCATION ON NEIGHBORING LOTS: In general the siting of accessory buildings shall not create a breach of privacy between neighboring houses, nor shall it create a visual nuisance to neighboring houses. Where this is unavoidable, the ARC may require screening of the view of the structure by the Applicant. The ARC reserves the right to restrict placement of accessory buildings on lots in such a manner as to protect normal viewing angles from adjacent lots.

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

2.2.5 SWIMMING POOL – SITING REQUIREMENTS

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

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

2.2.6 OTHER STRUCTURES – SITING REQUIREMENTS

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

Front Yard:	No farther forward than the rear plane of the house.
Side Yard:	15' from side property line.

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

Rear Yard: 20' from rear property line.

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

2.3 LANDSCAPING

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

2.3.2 TREES AND SHRUBS: Every improved yard shall have the following minimum required trees and shrubs in addition to existing trees and minimum yard landscaping. Homeowners shall be required to maintain trees and shrubs in a healthy condition and replace any diseased or dead items with new nursery grown items meeting the specifications below.

a) TREE REPLACEMENT: In the case of over-clearing or where required clearing leaves front or corner side yards devoid of mature trees, new nursery grown trees shall be planted. A maximum of two (2) trees shall be required in front yards and a maximum of two (2) additional trees shall be required in corner side yards. New trees shall be a minimum of 2 ½" caliper hardwood trees.

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

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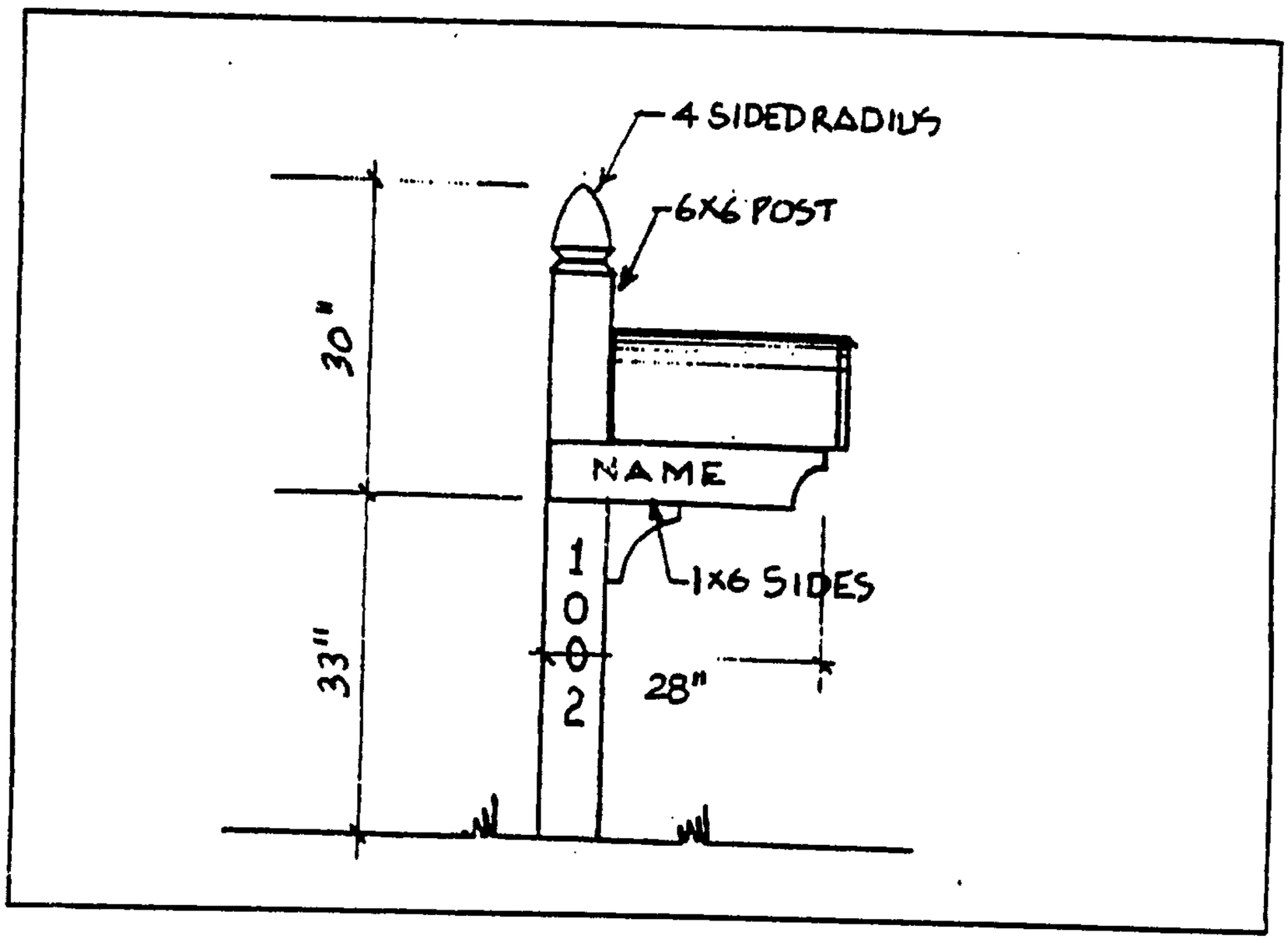
2.4 LANDSCAPE ACCESSORIES

2.4.1 MAILBOXES: Mailboxes must be maintained and/or replaced with the same type and style of mailbox and post as originally installed by the Developer. Mailboxes shall be black and the post shall be white, per the drawing on the following page. A combined mailbox and paper box design must be used and conform to the configuration shown. No individual paper boxes will be permitted. Black house numbers and letters (last name only), 3" high, are only allowed in the location shown. Mailbox size shall be the U.S. Postal size #1 ½ installed according to the U.S. Postal specifications.



2.4.2 CLOTHESLINES: Exterior clotheslines are not permitted.

2.4.3 FLAGS AND FLAGPOLES

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

b) VERTICAL FLAG POLES: Permanent vertical flag poles not

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exceeding 15' in height are permitted in front or rear yards and no closer than 40' to the front property line or 20' to any other property line.

2.4.4 SIGNS

a) PERMITTED SIGNS: No signs other than one temporary real estate sign, and/or one builder's sign, each measuring no more than 3 square feet in total area, are permitted in any yard. Pre-approval is not required for these signs.

b) REAL ESTATE SIGNS: Real estate signs shall be placed in the front center of the yard only. Rear yard signs are not permitted. A maximum of one lead-in sign per real estate company may be placed at each neighborhood entrance where the company has a listing, and only from 6:00 PM Friday to 7:00 AM Monday. Signs left after this time may be removed by the Association.

2.4.5 DECORATIVE ORNAMENTS AND OTHER LANDSCAPE ACCESSORIES

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

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

2.5 PAVEMENTS

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

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

b) SETBACKS: Driveways, parking areas and walks required for access to the house shall not come closer than fifteen (15) feet to any side property line when at all possible. Minimum radii at entrances shall be ten (10) feet. See required landscape screening defined below. Driveways to rear entry garages shall also be held a minimum of 3' off the side of the house.

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

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

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

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

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2.6 MECHANICAL, ELECTRICAL AND COMMUNICATIONS EQUIPMENT

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

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

2.6.3 SATELLITE ANTENNAS

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

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

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

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

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

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

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

2. Mounted on the ground in the rear yard.

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

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

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

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

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

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

2.7 EXTERIOR LIGHTING AND FIXTURES

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

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

2.8 FENCES

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

2.8.2 DECORATIVE FENCES

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

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

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

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

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fences, the framed structure shall be centered on the posts or piers.

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

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

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

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

2.8.3 YARD FENCES

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

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

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yards, yards fences may extend up 15' from the property line.

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

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

2.8.4 PRIVACY FENCES

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

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

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

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

2.8.5 SPORTS FENCES

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

b) LOCATION AND USE: Sports fences shall not be visible from streets or public areas. Fencing is permitted in back

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yard areas and shall extend as nearly as possible straight back from the back corners of the house.

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

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

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

2.9 PLAY EQUIPMENT AND STRUCTURES

2.9.1 DEFINITIONS

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

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

b) ENCLOSED STRUCTURES: Forts, Tree houses, Playhouses, or other enclosed play buildings with an interior height of 6'-0" or less floor-to-ceiling, and with a total floor

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area of less than 36 square feet shall be considered to be Play Structures. Doghouses are also permitted under this section. Larger buildings are considered to be Accessory Buildings regulated under Article III, section 3.6 of these Standards.

2.9.2 PLACEMENT AND SCREENING

a) PLACEMENT: Play Equipment shall be located in rear yards only, away from property lines adjacent to other houses or streets and away from neighbors direct view where possible.

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

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

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

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

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

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2.9.4 PLAY EQUIPMENT CONSTRUCTION AND USE

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

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

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

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3 ARCHITECTURAL GUIDELINES

3.1 ARCHITECTURAL GUIDELINES – GENERAL

3.1.1 TYPE OF RESIDENCE

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

3.1.2 MINIMUM FLOOR AREAS

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

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

3.1.3 ROOF PITCHES: Minimum roof pitch on main roof of all houses shall be 7 in 12. The ARC may require a steeper pitch on any roof for aesthetic reasons. Similarly, the ARC may permit a lower slope roof on certain houses if the architectural style supports this design, and it fits in with the context of the community. Secondary roofs shall generally have a minimum slop of 3 in 12. Lower slopes for porch roofs will be considered on a case-by-case basis depending on the architectural merits of the design.

3.1.4 GARAGES: A minimum 2-car attached garage is required to be constructed with each house. Attached garages shall be integrated into the overall design and massing of the house. Front entry or side entry garages are permitted. Detached garages will be permitted on a case-by-case basis.

3.2 ARCHITECTURAL GUIDELINES - CONSTRUCTION

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3.2.1 FOUNDATIONS AND MASONRY

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

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

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

3.2.2 FIREPLACES, CHIMNEYS AND FLUES

a) PERMITTED CHIMNEY TYPES: Masonry or frame chimneys shall be permitted. Masonry chimneys shall use materials that match the foundation on the front of the house. Cantilevered frame chimneys shall use materials that match house exterior facade.

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

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

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

3.2.3 EXTERIOR SIDING

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

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

c) APPROVED HORIZONTAL LAP SIDING: Horizontal lap siding may be manufactured from natural wood, cement fiber-board, hardboard, pre-finished seamless steel, or pre-finished vinyl if installed in an acceptable workman like manner.

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

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

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

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

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3.2.5 WINDOWS AND DOORS

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

b) FRONT DOORS: Standard painted six-panel doors are permitted for the main front door of the house. Upgrades may include six-panel doors as part of a larger unit with side lites and transom. Doors with double side lites, and special design panel doors and doors with half lites are encouraged. Door styles must be submitted for approval. Metal doors designed to look like wood doors must be approved by the ARC.

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

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

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

f) WINDOW TRIM: Windows on primary facades shall be trimmed with traditional wide built-up mouldings, or shall have shutters. Shutters should be compatible with the style,

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materials and colors of the house and should be of proper proportions to the windows they adjoin.

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

3.2.6 ROOFS AND ROOF ACCESSORIES

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

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

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

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

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

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

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

g) SOLAR COLLECTORS: Solar collectors may only be considered where they are integrated into the design of the structure and that design is acceptable to the ARC. Collectors shall not be placed where they can be viewed as part of a primary facade.

3.2.7 PORCHES AND DECKS

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

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

c) FRONT STEPS WIDTH: Front steps shall be wide in design (minimum of 48" wide). Wood steps on primary facades shall have closed and painted risers.

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

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

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one story above grade shall be enclosed with lattice or other approved screening material.

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

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

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

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

3.3 ARCHITECTURAL GUIDELINES - COLOR

3.3.1 TYPES OF APPROVED FINISHES

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

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

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

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3.3.2 CRITERIA FOR JUDGING COLOR

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

b) Color selections are not limited to a restricted list, however, colors should generally be muted in hue, especially for large area such as siding. Stronger colors may be approved for focal points such as doors and shutters. Colors selected must be harmonious with each other and with other finishes such as masonry foundations, and roof colors. Shingle and metal roof colors shall be submitted at the same time as house colors. Provide a sample or color chip for approval.

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

3.4 ADDITIONS TO HOUSES

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

3.4.1 CONSISTENCY OF DESIGN

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

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

b) Openings shall be required in additions, including windows and doors, in a similar fashion and extent (min.) as in the

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original house. Windows and doors shall be of matching material as those in the house. In general windows and doors should match the style of those in the existing house. Exceptions may be granted at the discretion of the ARC for sunrooms or other specifically glazed areas.

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

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

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

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

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

3.5 ACCESSORY BUILDINGS (SHEDS AND GARAGES)

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

a) The architectural style shall match the style of the house. Roof styles and slopes shall be similar, i.e.: gable roof shed with gable roof house, etc. Shed roofs shall be constructed at a minimum of 7 in 12 slope.

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

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

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

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

f) The maximum floor area of any shed shall be 150 square feet (ex: 10' X 15'), unless otherwise approved by the ARC. Exceptions to this limit will be judged on the basis of exceptional design merit and building location that does not significantly impact adjacent properties or the visual street scape.

g) The maximum floor area of any detached accessory garage shall be 875 s.f. (25' X 35') unless otherwise approved by the ARC.

h) The maximum interior height of a shed shall be 8', measured at the eaves (exclusive of sloped roof height). The maximum interior first floor height of a garage shall be 10'. Detached garages shall be a maximum 1 ½ story in height with a gable or hip roof.

3.6 GAZEBOS

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

a) The maximum width of a gazebo across flat sides shall be 14'-0". The maximum height from gazebo deck to eave edge shall be 8'-0". Gazebos shall have roof slopes

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generally of at least 8 in 12. Slopes shall be appropriate to size and style of gazebo.

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

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

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

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

3.7 SWIMMING POOLS

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

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

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

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

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4 OTHER STANDARDS

4.1 PROPERTY MAINTENANCE

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

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

4.1.2 Each property owner has the following responsibilities:

a) General Property and Lawn Care

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

2) pruning and care of all trees and shrubbery.

3) snow removal from adjacent sidewalks and paths.

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

b) Trash

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

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

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

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

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

1) All property and improvements on the Community Area.

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

3) Common Area lighting.

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

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

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

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

4.2 YARD STORAGE

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

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

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

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

St. James

Architectural Control Committee

Arrowhead, L.L.C. P.O. Box 2010, California, MD 20619
Phone (301) 863-6560; Fax (301) 863-6011
Architectural Review Managed by:
Design/Management Associates, 105 N. 25th St., Richmond, VA 23223
Phone 1-888-644-6480
Fax (804) 644-6405

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Home Improvement Application

Section _____ Lot # _____

Property Owner _____

Mailing Address _____

_____

Phone No. Home _____ Fax _____ Cellular _____

Make checks payable to DMA, Inc.

	TYPE OF REQUEST (CHECK BOX)	REQUIRED ATTACHMENTS
	MAJOR ADDITIONS, SUNROOMS Application fee: $50.00	1) Plans and elevations of addition showing connection and architectural relationship to house. Identify exterior materials. 2) Site plan showing addition location, main house, distances to property lines.
	MATERIAL CHANGES, COLORS, LANDSCAPE PLANS AND ACCESSORIES Application fee: $10.00	1) Color names and manufacturer's name, description or brochure on materials, landscape plan in height or caliper, cut sheets or photos of landscape accessories.
	FENCES, SHEDS, SWIMMING POOLS (includes swimming pool fencing, spas, etc.) Application fee: $15.00	1) Plans and elevations of structure showing all architectural details and location of fence, if applicable. Identify exterior materials. 2) Site plan showing location in relationship to main house, and distances to property lines. 3) Catalogue information of purchased products (ex. Spas)
	SATELLITE DISHES Application fee: $10.00	1) Site plan showing location of dish. If located other than the rear plane of the house, include statement from installer that there is no other place to get reception.
	SCREENED PORCHES, GAZEBOS, PATIOS AND ADDITIONAL WALKWAYS (Also include driveway additions) Application fee: $25.00	1) Plans of improvement. Identify materials. 2) Site plan showing location relationship to main house, distances to property lines and location of improvement.

Office Use Only

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

Signature: _____ Date: _____
(for Architectural Control committee)

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

St. James

Architectural Control Committee

Arrowhead, L.L.C. P.O. Box 2010, California, MD 20619
Phone (301) 863-6560; Fax (301) 863-6011
Architectural Review Managed by:
Design/Management Associates, 105 N. 25th St., Richmond, VA 23223
Phone 1-888-644-6480
Fax (804) 644-6405

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APPLICATION FOR FENCE APPROVAL

Neighborhood and Lot: _____

Property Address: _____

Property Owner _____
Mailing Address _____
_____

Phone No. Home _____ Work _____

The following must be included with your application:

1. A survey or other drawing showing the proposed fence on the lot, with dimensions to the property lines.
2. A description of the type of fence, materials and finishes.
3. If the fence is a privacy fence, a scale drawing of the design.

Office Use

Application:
( ) Approved as submitted.
( ) Approved with changes indicated.
( ) Not Approved.
( ) Preliminary Review (Additional information required)

Office Use

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

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