DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

OF

WILDEWOOD COMMUNITY ASSOCIATION, INC.

IMP FD SUR 92 20.00
RECORDING FEE 75.00
TOTAL 95.00
Rest SM02 Rcpt # 76718

THIS DECLARATION, made on the date hereinafter set forth by WILDEWOOD COMMUNITY ASSOCIATION, INC. and PARAGON BUILDERS, INCORPORATED (hereinafter collectively referred to as the "Declarant.").

EMA KAE Blk # 3231
AUG 15, 2003 09:37 am

W I T N E S S E T H:

WHEREAS, Paragon Builders, Incorporated (hereinafter referred to as the "Developer") is the owner or former owner of certain real property in St. Mary's County, Maryland, which real property is hereinafter called the "Properties," and is described in Exhibit "A" of this Declaration, and

RECORDING FEE 50.00
TOTAL 50.00
Rcpt SM02 Rcpt # 76718

WHEREAS, the Properties constitute a Planned Unit Development, as more specifically defined in this Declaration, and

EMA KAE Blk # 3232
AUG 15, 2003 09:51 am

WHEREAS, sections of the aforesaid Planned Unit Development have been developed as shown on Exhibit "A", and

WHEREAS, the Developer desires to provide for the preservation and enhancement of the property values, amenities, and opportunities of the properties to the personal benefit and general health, safety, and welfare of residents and for the maintenance of the land and improvements thereon, and desiring further to provide additional land and facilities for the enjoyment of the residents of the community and to this end desires to subject the Properties described in Exhibit "A", together with such additions as may be made thereto (as provided in Article II) to the covenants, restrictions, easements, charges, and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, to provide a means for meeting the purposes and intents herein set forth and the intents and requirements of St. Mary's County, the Developer has incorporated under the laws of this State the WILDEWOOD COMMUNITY ASSOCIATION, INC. (hereinafter referred to as "the Wildewood Association" or "the Association").

NOW, THEREFORE, the Developer declares that the Properties described in Exhibit "A", and other properties, which may be subjected to this Declaration by entering into an agreement with the Wildewood Association in substantially the form attached as Exhibit "B" of this Declaration, and such additions thereto as may hereafter be made, subject and pursuant to Article II hereof, shall be held, transferred, sold, conveyed, and occupied subject to the following covenants, restrictions, easements, charges, and liens hereinafter set forth, which are for the purpose of protecting the value and desirability of the Properties and which shall run with such

real property, binding every party having any right, title or interest in the Properties or any part thereof, and binding all personal representatives, heirs, successors and assigns.

AND FURTHER, the Developer hereby designates and assigns to the Wildewood Association the power and authority of owning, maintaining, managing, leasing and administering the Common Areas and Common Facilities and other property and facilities for the benefit of the Properties, and administering and enforcing the covenants and restrictions, collecting and disbursing the assessments and charges hereinafter created, and promoting the recreation, health, safety, and welfare of the residents.

ARTICLE I

DEFINITIONS

Section 1. "Approval" shall mean and refer to the issuance by any public agency of written approval, or any written waiver of approval rights, or a letter of "no objection."

Section 2. "Assessable Unit" shall mean and refer to any real property within the Properties, which is subject to assessments, as provided in Article VI.

Section 3. "Association" shall mean and refer to the Wildewood Community Association, Inc., and its successors and assigns.

Section 4. "Class 'A' Member" shall mean and refer to Homeowners or Cluster Associations identified in Article II, Section 2(e) for which a Declaration of Covenants, Coalitions and Restrictions was recorded in the Land Records of St. Mary's County, Maryland before February 1, 1990 and which have elected to join the Association as provided therein. "Class 'A' Member" shall also mean and refer to Wildewood Neighborhood One Association, Inc., in the event it elects to join the Association as provided herein. In such event, the recreational lake, community center and tennis courts owned by and/or managed by Wildewood Neighborhood One Association, Inc., shall become "Common Areas" and "Community Facilities", as hereinafter defined, under the Association's management and jurisdiction.

Section 5. "Class 'B' Member" shall mean and refer to Paragon Builders, Incorporated, and its successors and assigns.

Section 6. "Class 'C' Member" shall mean and refer to (a) Homeowners or Cluster Associations for which a Declaration of Covenants, Conditions and Restrictions was recorded on or after February 1, 1990, but prior to the filing of this Declaration in the Land Records of St. Mary's County, Maryland, and which have elected to join the Association as provided in the Association's Articles of Incorporation, (b) Homeowners or Cluster Associations for which a Declaration of Covenants, Conditions and Restrictions was recorded after the recording of this Declaration, which membership shall be automatic as provided in the Association's Articles of Incorporation, and (c) residential, multi-family rental developments created within the Wildewood Planned Unit Development under common ownership, which were transferred by the

Developer, whether or not such a Declaration has been recorded, as provided in the Association's Articles of Incorporation.

Section 7. "Common Area" or "Common Areas" shall mean and refer to all real property and improvements thereon owned, leased or managed by the Association, or over which the Association has an easement.

Section 8. "Community Facility" shall mean and refer to any recreational or other facility which is or has been owned, leased, operated, managed or constructed by the Association, including, without limitation, storm water management areas and private residential driveways which may be deeded to the Association by the Developer.

Section 9. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions and all other provisions herein set forth in this entire document, as they may from time to time be amended.

Section 10. "Developer" shall mean and refer to Paragon Builders, Incorporated, and its successors and assigns, provided, however, that no successor or assignee of the Developer shall have any rights or obligations of the Developer hereunder unless such rights and obligations are specifically set forth in the instrument of succession or assignment, or unless such rights and obligations pass by operation of law. In the event a person or any legal entity other than the original Developer comes to stand in the same relation to the project as the original Developer, that Developer shall hold the same rights and obligations as would then have been held by the original Developer.

Section 11. "Development Plan." Any reference to a Development Plan throughout this Declaration shall mean the Development Plan for the Wildewood Planned Unit Development as prepared by the Developer and approved by St. Mary's County, as the same may be amended from time to time.

Section 12. "Federal Mortgage Agencies" shall mean and refer to those federal agencies which have an interest in the Properties, such as the Veterans Administration, the Federal Housing Administration, the Federal National Mortgage Association, and the Federal Home Loan Mortgage Corporation, or successors or assignees to their interests.

Section 13. "First Mortgagor" shall mean and refer to an Institutional Lender which holds the first deed of trust or mortgage on a Lot or Living Unit.

Section 14. "Founding Documents" shall mean and refer to the Articles of Incorporation of the Association, this Declaration, and the Association By-Laws, all as initially drawn and filed or recorded, as the case may be, as may be duly amended from time to time.

Section 15. "Homeowners or Cluster Association" shall mean and refer to the nonstock membership corporation of which the Owner of each Living Unit within the Planned Unit Development is automatically a member and shall include all Class "A" and Class "C"

Members of the Association, together with the Wildewood Neighborhood One Association, Inc., in the event it elects to become a Class "A" Member of the Association.

Section 16. "Homeowners or Cluster Association Common Area" shall mean and refer to portions of the Common Areas which are designated as Homeowners or Cluster Association Common Area in the Declaration of Covenants, Conditions and Restrictions of each Homeowners or Cluster Association.

Section 17. "Institutional Lender" shall mean and refer to one or more commercial or savings banks, savings and loan associations, trust companies, credit unions, industrial loan association, insurance companies, pension funds, or business trusts, including but not limited to real estate investment trusts, any other lender regularly engaged in financing the purchase, construction, or improvement of real estate, or any assignee of loans made by such a lender, or any private or governmental institution which has insured the loan of such a lender, or any combination of any of the foregoing entities.

Section 18. "Living Unit" shall mean and refer to any portion of a structure situated upon the Properties and designed and intended for use and occupancy as a separate residence and for which a certificate of occupancy has been issued by the appropriate agency of St. Mary's County government.

Section 19. "Lot" shall mean and refer to any plot of land shown on any recorded subdivision plat of the Properties, with the exception of Common Area as hereinbefore defined, and to any condominium unit created under the Condominium Act of this State, as such may be amended from time to time, and to each Living Unit within a Co-operative.

Section 20. "Members" shall mean and refer to Members of the Association, as defined in Article IV. The term "members of Members" shall refer to those persons who are members of a Class "A" or Class "C" Member of the Association.

Section 21. "Notice" unless otherwise required by law, shall mean and refer to written notice delivered personally or mailed to the last known address of the intended recipient as shown on the books of the Association, except where otherwise required by law. In the absence of a known name or address the Notice may be addressed to any officer of a Member or notice published at least once each week for two consecutive weeks in a newspaper having general circulation in St. Mary's County.

Section 22. "Occupant" shall mean and refer to persons who reside in a Living Unit within the jurisdiction of a Member of the Association, and may include the owner or lessee or sub lessee, and members of their household.

Section 23. "Owner" shall mean and refer to the record holder of the fee simple title to any Living Unit which is subject to the jurisdiction of any Class "A" or Class "C" Member, located within the Properties; provided however, that any person, group or persons, corporation, partnership, trust, or other legal entity, or any combination thereof, who holds

such interest solely as security for the performance of an obligation shall not be an Owner by reason only of such interest.

Section 24. "Planned Unit Development" according to the Development Plan shall mean and refer to the total general scheme or intended uses of land in the Properties approved by St. Mary's County on November 15, 1978, and amended on April 14, 1986 and June 25, 1991, as may be further amended from time to time, and as further defined in Article II, Section 3.

Section 25. "Properties" shall mean and refer to all real property which is hereby subjected to the Declaration and more particularly described in Article II, below, together with such other real property as may from time to time be annexed thereto under the provisions of Article II hereof.

Section 26. "Quorum of Members" shall mean and refer to the representation by presence or proxy of Members as provided in the Founding Documents.

Section 27. "Registered Notice" shall mean and refer to any Notice which has been signed for by a recipient or has been certified by the U. S. Postal Service or other entity as having been delivered (or the delivery of which has been certified by the Postal Service or other entity to have been attempted) to the address of the intended recipient. Failure by refusal of an intended recipient to acknowledge such Notice shall nevertheless constitute receipt of notice.

Section 28. "Supplementary Declaration" shall mean and refer to any declaration of covenants, conditions and restrictions which may be recorded by the Developer, which extends the provisions of this Declaration to a part of the Wildewood Planned Unit Development or which contains such complementary provisions for such part of the Wildewood Planned Unit Development as are deemed appropriate by the Developer and/or as are herein required. For example, a Declaration of Covenants, Conditions and Restrictions creating a new Homeowners or Cluster Association is considered a Supplementary Declaration.

Section 29. "Zoning Ordinance" shall mean the St. Mary's County Zoning Ordinance, as amended from time to time, as the same shall be applicable to the Properties.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION ANNEXATION THERETO

Section 1. The "Properties." The Properties which may now or in the future be held, transferred, sold, conveyed, or occupied subject to this Declaration are located in St. Mary's County, Maryland and are more particularly described in Exhibit "A". Other real property may be subjected to this Declaration by the filing of a Supplementary Declaration.

Section 2. "Annexation to the Properties." Additional real property may become subject to this Declaration in the following manner:

(a) Annexation by the Developer. In the manner set forth below, the Developer shall have the right, but not the obligation, to subject to the Declaration any additional property which lies within or adjacent to the land area represented by the Planned Unit Development as shown on Exhibit "A", as it may be amended from time to time.

(b) Annexation Without Approval of Class "A" or Class "C" Members. The Developer shall have the unilateral right, privilege, and option, but not the obligation, from time to time, but not later than December 31, 2050, to subject to the provisions of this Declaration and the jurisdiction of the Association all or any portion of the real property described in, sub-paragraph (a) above and in Exhibit "A", attached hereto and by reference made a part hereof, by filing in the Land Records for St. Mary's County, a Supplementary Declaration adding or annexing such Properties. Such Supplementary Declaration shall not require the vote of the Association Members and shall be effective upon the filing of the same for record unless otherwise provided therein. The Developer shall have the unilateral right to transfer to any other person the said right, privilege, and option to add or annex additional property which is herein reserved to the Developer, provided that such transferee or assignee shall be the developer of at least a portion of said real property described in sub-paragraph (a) above and in said Exhibit "A" attached hereto, and that such transfer or assignment is memorialized in a written instrument recorded in the Land Records of St. Mary's County, Maryland.

(c) Nothing contained herein shall legally require that the Developer add or annex any additional property and it is up to the Developer in its sole and absolute discretion to determine whether to exercise its right of annexation as set forth herein.

(d) Additional land, other than that described above, may be annexed to the Properties and subjected to this Declaration by the Developer, in its sole and absolute discretion, prior to December 31, 2050.

(e) Homeowners and Cluster Associations in the area included within the Planned Unit Development as shown on Exhibit "A", for which a Declaration of Covenants, Conditions and Restrictions was recorded before February 1, 1990, may elect to join the Association as a Class "A" Member. The Homeowners and Cluster Associations for previously developed and recorded areas of the Planned Unit Development as shown on Exhibit "A" which may elect to join the Association as Class "A" Members are:

1) Neighborhood Two, Cluster One Association, Inc.
   (Red Oak Townhouses)
2) Neighborhood Two, Cluster Two Association, Inc.
   (Black Oak/Pin Oak Townhouses)
3) White Oak Condominium of Wildewood Association, Inc.
4) Beechwood Condominium of Wildewood Association, Inc.
5) Woodlake Condominium of Wildewood Association, Inc.

6) Sugar Maple Condominium of Wildewood Association, Inc.
7) Walnut Hollow Condominium of Wildewood Association, Inc.
8) Neighborhood Two, Cluster Six Association, Inc. (Scarlet Oak Townhouses)
9) Neighborhood Three, Association, Inc. Cluster One (Laurel Hill Area)
10) Neighborhood Three, Association, Inc. Cluster Two (Holly Hill Area)
11) Neighborhood Three, Cluster Two, Phase Four Association, Inc. (Scotch Pine Court Area)
12) Neighborhood Two, Cluster Eight Association, Inc. (Willow Oak Townhouses)
13) White Birch Condominium of Wildewood Association, Inc.
14) Red Cedar of Wildewood Association, Inc.
15) Elm Court of Wildewood Association, Inc.
16) Hickory Nut of Wildewood Association, Inc.
17) Chestnut Oak Condominium of Wildewood Association, Inc.
18) Redwood of Wildewood Association, Inc.

Any Homeowners or Cluster Association which elects to join the Association as a Class "A" Member shall not become subject to this Declaration unless or until such Homeowners or Cluster Association enters into a written agreement with the Association in substantially the form attached as Exhibit "B", which shall be recorded among the land records of St. Mary's County, Maryland.

The Association shall have the power and authority to file an action at law or to exercise any remedies it might have against any Homeowners or Cluster Association which has elected to join the Association but has failed or refused to pay its assessment.

Section 3. The "Planned Unit Development"

(a) Purpose. The Planned Unit Development, illustrated in Exhibit "A", is the dynamic design for the staged development of the Properties which may be regularly modified and amended by the Developer during the years required to build out the Planned Unit Development. Because the Planned Unit Development is a conceptual design, notwithstanding language herein to the contrary, the Developer shall not be obligated to subject any land, including land shown on Exhibit "A", to the Declaration or to make any of the additions to the Properties which are shown on Exhibit "A" or to improve any portion of such lands in accordance with the scheme of the Planned Unit Development.

(b) Amendments. The Developer hereby reserves the right to add or not add land to or amend the Planned Unit Development for lands which have not yet been made subject to this Declaration, or to otherwise amend the Development Plan for the Planned Unit Development, in response to changes in technological, economic, environmental, or social conditions related to the development or marketing of the Properties, or in response to changes in requirements of government agencies and financial institutions. Such amendments shall be effected by securing, when necessary, the applicable approval of the St. Mary's County Government. The Developer shall have the right to develop or cause to be developed additional communities within the Wildewood Planned Unit Development as it now or may hereafter be comprised, to create

additional Common Areas, Community Facilities and rights-of-way related to such future development, to convey such Common Areas and Community Facilities to the Association, in the Developers sole and absolute discretion, and to create additional Homeowners or Cluster Associations.

Section 4. "Merger." In accordance with its Articles of Incorporation, the property, rights, and obligations of the Association may, by operation of law, be transferred to another surviving or consolidated association similar in corporate nature and purposes or, alternatively, the property, rights, and obligations of an association similar in corporate nature and purposes, may, by operation of law, be added to the property, rights, and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall affect any revocation, change, or addition to the covenants established by this Declaration within the Properties except as hereinafter provided. Such a merger or consolidation shall require the assent of two-thirds (2/3) of the Total Votes (as that term is defined in the Articles of Incorporation) of each class of Members; provided, however, so long as the Developer remains a Class "B" Member, it shall have the unilateral right, privilege and option, without the approval or consent of any other Member, person or entity, to approve any transfer or merger with an association similar in corporate nature and purpose.

ARTICLE III

WILDEWOOD COMMUNITY ASSOCIATION, INC.

Section 1. "Organization"

(a) The Association. The Association is a nonprofit, nonstock corporation organized and existing under the laws of the State of Maryland and charged with the duties and vested with the powers prescribed by law and set forth in the Founding Documents, as amended from time to time, provided no other Founding Documents shall for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

(b) Subsidiary Corporations. The Association shall have the right to form one or more subsidiary entities, for any purpose or purposes deemed appropriate by a majority vote of the Board of Directors.

ARTICLE IV

COMMON AREAS AND COMMUNITY FACILITIES

Section 1. Obligation of the Association.

(a) For the benefit of the Members, the Association shall be responsible for the management and control of the Common Areas and Community Facilities and all improvements

thereon, and shall keep the same in good, clean, attractive and sanitary condition, order and repair.

(b) The Association shall maintain all Common Areas and Community Facilities, and provide necessary landscaping and maintenance of the grass areas along Wildewood Parkway, White Oak Parkway, Wildewood Boulevard, the entrances into the Planned Unit Development from Maryland Route 235 and Maryland Route 4, and along such other entrances and County roads which now and in the future may service the Planned Unit Development by maintaining or exceeding the maintenance schedule set forth on Exhibit "C" hereto. Notwithstanding the foregoing, the Association shall have no obligation of any kind to maintain the landscaping or grass areas located within any area of the Planned Unit Development or adjoining areas whose Homeowners or Cluster Associations have not joined the Association as Class "A" or Class "C" Members.

(c) The Association may, if it so elects, be responsible for the maintenance, care and upkeep of any property located within or adjacent to the Planned Unit Development or such other property deemed beneficial to the Association by the Board of Directors, from time to time. This provision shall not in any way make the Association liable for any failure of St. Mary's County to provide for the maintenance, care or upkeep of County owned property so located.

(d) The Association shall accept one or more conveyances of title, including but not limited to deeds, leases, easements and licenses, to Common Areas and Community Facilities as the Developer, in its sole and absolute discretion, shall make from time to time. Such conveyances may reserve the right of the Developer to retain permanent and/or temporary easements and rights of way over, across, through and under such property or properties so conveyed or leased to the Association for ingress and egress, utilities, parking, and other purposes, at the Developer's sole and absolute discretion. Such conveyances may, in the Developer's sole and absolute discretion, include storm water management areas serving all or a portion of the Planned Unit Development. In the event of one or more conveyances of existing or future storm water management areas, the Association shall assume full responsibility for compliance with all maintenance requirements imposed by Federal, State or County agencies.

Section 2. Member's Easement of Use and Enjoyment. Every Member and its individual members shall have an easement of use and enjoyment which runs with the land, over the Common Areas, subject to any restrictions contained in the Association's Articles of Incorporation and By-laws, as well as the following:

(a) The right of the Board of Directors to establish rules, regulations and reasonable admission and other fees as a condition to the use of the Common Areas and Community Facilities. Included in these rights is the right of the Board of Directors to establish rules and reasonable user fees as a condition to the use of any Community Facility. Any user fee established by the Board of Directors may be used to fund the construction, maintenance and repair, and operating cost of that Community Facility.

(b) In addition to the rights contained above, the Association shall have the right to lease to, and to contract with any entity for the management and operation of any Community Facility constructed, managed, operated or leased by the Association, provided that the entity leasing and/or managing the Community Facility does so for the benefit of the Members of the Association and their individual Lot owners or occupants and provided that the Board of Directors enters into such an agreement on terms which it deems reasonable. Any such Community Facilities may operate as membership clubs subsidized primarily through membership dues in the following manner:

(i) The Board of Directors may assign the right to collect an initiation or user fee, by assigning all or some of the memberships or user rights in a Community Facility, to an entity which constructs or operates that Community Facility pursuant to an Agreement with the Association.

(ii) The number of members of any Community Facility which the Association may own, construct or operate may be limited due to capacity. As all members of a Member who wish to join or use a Community Facility may be unable to do so, individual memberships may be limited and made available on an objective basis among the eligible participants.

(c) The right of the Board of Directors, after affording a Member and/or members of the Member the opportunity to be heard, to enforce the rules and regulations adopted for the use of any Common Area or Community Facility, together with the terms and conditions of any agreement or rules and regulations related to a membership-restricted facility.

(d) The right of the Board of Directors to permit a Homeowners or Cluster Association existing prior to February 1, 1990, to join the Association and allow the individual members of said Homeowners or Cluster Association to have an easement or license of use and enjoyment over the Common Areas and Community Facilities.

(e) The right of the Board of Directors to permit members of non-Members to use the Community Facilities of the Association and other Common Areas, and to establish, as it sees fit, different fees for use by Members and non-Members.

(f) Such restrictions or reservations as may exist in any deed or other instrument conveying portions of the Common Areas and Community Facilities to the Association.

(g) The right of the Board of Directors to convey all or part of the Common Areas and Community Facilities, as follows:

(i) To public agencies, subject to the approval of the Developer and at least seventy-five percent (75%) of the Total Votes (as that term is defined in the Articles of Incorporation) of each class of Members, except Membership approval shall not be required for voluntary conveyance of land that would otherwise be taken by the power of eminent domain.

(ii) For minor boundary adjustments as determined by the Board of Directors.

(iii) In an exchange of improved or unimproved land, subject to the approval of the Developer, and after a membership meeting for which proper notice has been provided to the Members.

(iv) To Homeowners or Cluster Associations or other associations organized for similar purposes, provided such conveyed area shall remain as open space.

(h) The right of the Board of Directors to grant easements or the right of access over the Common Areas.

Section 3. "Title to Common Area." The Developer may convey to the Association or retain the legal title to areas designated as Common Areas or Community Facilities in the Planned Unit Development, or portions thereof. The Developer hereby covenants that such areas or portions thereof that it may convey to the Association as Common Areas or Community Facilities, or to a governmental agency as park land shall be free and clear of liens and financial encumbrances at the time of conveyance. Assessments may be used to defray operating and maintenance costs of designated open space whether or not it has been conveyed to or contractually placed under the control of the Association. The Developer agrees that the two recreational ball fields which are described on the attached Exhibit "D" shall be completed and deeded to the Association no later than three (3) years after the filing of this Declaration in the Land Records of St. Mary's County, Maryland.

ARTICLE V

ASSESSMENTS

Section 1. "Acceptance." Each Member subject to this Declaration covenants and agrees to pay to the Association such assessments as are established herein and levied by the Association. No Member may waive or otherwise avoid liability for the assessments by non-use of the Common Areas or Community Facilities, or by abandonment of its Membership.

Section 2. "Creation of the Lien."

(a) Lien. The total annual assessment of each Member for common expenses, any additional assessment, any special assessment or any other sum duly levied (including without limitation charges, interest, late charges, etc.), made pursuant to the Founding Documents, is hereby declared to be a lien against all assessment income payable to a Member by any Lot Owner, all such assessment income being hereby expressly pledged to the Association in trust to secure payment of all sums due the Association from such Member, to be perfected in accordance with Maryland law, the Maryland Uniform Commercial Code, or as said lien may be created pursuant to the Real Property Article, Maryland Annotated Code, Section 14-201 et seq., otherwise known as the "Maryland Contract Lien Act", as amended, or pursuant to any successor provision. Until fully paid and satisfied, the lien shall apply to and encumber all of

the assessment income received, or due and owing as of the date when payment was due to the Association, by the Member from whom payment was due, and shall also apply to and encumber any and all assessment income thereafter payable to that Member by its individual members. With respect to annual assessments, the lien is effective on the first day of each fiscal year of the Association and, as to additional assessments, special assessments and other sums duly levied, on the first day of the next payment period which begins more than seven (7) days after the date of notice to the Member of such additional assessment, special assessment or levy.

(b) The Board of Directors or the managing agent may file or record such other or further notice of any lien, or such other or further document, as may be required by the Maryland Contract Lien Act, or the Maryland Uniform Commercial Code or otherwise under Maryland Law. Notwithstanding the foregoing and any language anywhere herein to the contrary, it is understood that the Developer is not liable for any assessments for any Living Unit owned until such time as a Certificate of Use and Occupancy, or its equivalent, is issued by the St. Mary's County Government for such Living Unit.

Section 3. "Priority of Lien." The lien for assessments shall be superior to the lien of any Homeowners or Cluster Association, except for such assessments as shall have accrued prior to the date of establishment of any Association assessment.

Section 4. "Purpose of Assessments." The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the owners and residents in the Wildewood Planned Unit Development, including but not limited to, costs involved in the enforcement of the Covenants, Conditions and Restrictions, and for the improvement, ownership, operation and maintenance of the Common Area, Community Facilities, or other properties, including rights-of- ways owned or shared by St. Mary's County.

Section 5. "Annual Assessment."

(a) The Annual Assessment shall be assessed against each Member based upon the number of Living Units contained within the Homeowner or Cluster Association and subject to its jurisdiction, and with respect to residential multi-family rental developments, based upon the number of Living Units within such development.

(b) The Annual Assessment shall be in an amount appropriate to and used exclusively to carry out the purposes of the Association as set forth in the Articles of Incorporation and this Declaration.

(c) Annually the Board of Directors shall fix the amount of the Annual Assessment and set the date or dates such Assessment shall become due. If the Board fails to fix the amount of the Assessment prior to the beginning of any fiscal year, the amount of the previous year's Assessment shall apply to the new year.

(d) If the Annual Assessment is to be paid in installments, upon default in the payment of any such installment, the Board of Directors may declare the entire balance of such Assessment immediately due and payable.

Section 6. "Special Assessment." The Board of Directors may levy at any time a Special Assessment against some or all of the Members applicable for not more than ten (10) years, for the purpose of defraying, in whole or in part, the cost of any acquisition or construction, reconstruction, repair or replacement of a capital improvement upon the Common Area or other property, including fixtures and personal property thereon, provided such Assessment is approved by a majority vote of those Members who would be subject to the proposed assessment. If a Special Assessment is to be paid in installments, upon default of any such installment, the Board may declare those remaining installments payable within the fiscal year immediately due and payable.

Section 7. "Community Facility Membership Assessments." The Board of Directors may levy an Initiation Fee and Annual Assessments, both of which shall be designated as the Community Facility Membership Assessments, for each and every Community Facility it may elect to own, construct or operate. Said Community Facility Membership Assessments may be levied against some or all of the Living Units on the Properties, for the purpose of defraying, in whole or in part, the construction, repair, care, or upkeep of any such Community Facility provided such Assessment is agreed to by the Living Unit Owner by signing a Membership contract and any other documentation required by the Board of Directors. Failure to pay this Assessment will create a lien on the living Unit and apartment Lot pursuant to the Real Property Article, Maryland Annotated Code, Section 14-201, et. seq. otherwise known as the "Maryland Contract Lien Act", as amended from time to time. If the Community Facility Membership Assessment is to be paid in installments, upon default of any such installment, the Board may declare those remaining installments payable within the fiscal year immediately due and payable.

Section 8. "Notice for Any Action Authorized under Sections 5 and 6." Written notice of any meeting called for the purpose of taking any action authorized under Sections 5 and 6 shall be sent to all Members in accordance with the notice requirements set forth in the By-Laws.

Section 9. "Maximum Annual Assessment."

(a) During the 2003 calendar year each Class "A" and Class "C" Member shall pay to the Association an Annual Assessment determined by the Board which shall not exceed $55.00 for each living Unit within the jurisdiction of each Member. After December 31, 2003, the Annual Assessment may be increased on a cumulative basis up to five percent (5%) annually above the highest Annual Assessment set by the Board for any previous year, without a vote of the Membership.

(b) Commencing in the first fiscal year after December 31, 2003, the maximum Annual Assessment may be increased above five percent (5%) by a vote of two-thirds (2/3) of the Total Votes (as that term is defined in the Articles of Incorporation) of Class "A" and Class "C" Members, at a meeting duly called for this purpose.

(c) During the 2003 calendar year the Class "E" Member snall pay to the Association an Annual Assessment equal to fifty percent (50%) of the total budget for the Association for that year, thirty-five percent (35%) of the total budget during the 2004 calendar year and twenty-five percent (25%) thereafter until such time as the Developer shall retain ownership and development rights within the Wildewood Planned Unit Development equal to or less than twenty percent (20%) of the total residential density approved for the Wildewood Planned Unit development, at which time the Developer shall during the following calendar and thereafter, commence paying a uniform Annual Assessment on the same basis as that paid by the Class "A" and Class "C" Members, based on the number of Living Units owned by the Developer, from time to time.

Any Special Assessment established pursuant to Section 6 or Community Facility Membership Assessment established pursuant to Section 7 herein shall be in addition to, and not included in the calculation, pursuant to this Section 9, of the Maximum Annual Assessment.

Section 10. "Uniform Rate of Assessment." Both Annual and Special Assessments must be fixed at a uniform rate for each Living Unit for all Members subject to this Declaration based upon the number of Living Units within each such Homeowners or Cluster Association, and may not be collected more frequently than monthly or less frequently than annually, as determined by the Board.

Section 11. "Date of Commencement of Annual Assessments: Due Dates." The Board of Directors shall fix the amount of the Annual Assessment to be charged to each Member at least thirty (30) days in advance of each Annual Assessment period, and shall pro rate the Annual Assessment for any year in which a Member shall join the Association. Written notice of the annual assessment shall be sent to every Member subject thereto. The due date 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 for a specified Member have been paid. A properly executed certificate of the Association as to the status of Assessments for a Member is binding upon the Association as of the date of its issuance.

Section 12. "Other Charges." The Association may charge a Member:

(a) a late fee on an overdue Assessment, not to exceed ten percent (10%) of the Assessment;

(b) the costs, including actual attorney's fees expenses and court costs, for collection of Assessments and of enforcing any of the provisions of this Declaration; and

(c) interest on overdue sums, (i) at the rate of eighteen percent (18%) per annum or such other rate as may be fixed by the Board, or (ii) at the maximum rate permitted by law, whichever is less.

Any such charges shall be added to and become a part of the lienable Assessment and they may be awarded by a Court as part of its judgment in any proceeding in law or equity, together with attorney's fees and other costs and expenses.

ARTICLE VI

GENERAL PROVISIONS

Section 1. "Enforcement." The Association, any Member or the Developer 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 or delay by the Association or any Member in the enforcement of any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Association and any Member shall be entitled to recover all costs, including actual attorney's fees, in the successful enforcement of this Declaration.

Section 2. "Severability." The Developer and all Class "A" and Class "C" Members agree that if any provision of this Declaration is capable of two constructions, one of which would render the provision illegal or otherwise void able or unenforceable and the other of which would render the provision valid and enforceable, such provision shall have the meaning which renders it valid and enforceable. The language of all provisions of this Declaration shall strictly be construed in favor of the Declarant. It is the desire and intent of the Developer and all Class "A" and Class "C" Members that the provisions of this Declaration be enforced to the fullest extent permissible under the laws and public policies in force. 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 of this Declaration, each of which shall remain in full force and effect.

Section 3. "Amendment."

(a) This Declaration shall run with and bind the land for an initial term ending December 31, 2050, after which time this Declaration shall be automatically extended for successive periods of ten (10) years each. Except as to an amendment relating to the annexation of additional property, this Declaration may only be amended by an instrument signed by not less than sixty-seven percent (67%) of the Total Votes (as that term is defined in the Articles of Incorporation) of Class "A" and Class "C" Members, unless Federal Housing Administration insurance or Veterans Administration guarantees are in effect for all or any portion of the property to be affected by the amendment, in which event the amendment shall be subject to such voting approval requirements as may be mandated by the Federal Housing Administration and/or the Veterans Administration. Any amendment shall be recorded.

(b) Neither any provision herein, nor the omission of any provision herein, shall constitute, or be construed as, any waiver or relinquishment of any right or authority granted to or reserved by the Developer, expressly or by implication, in the Declaration of Covenants. Conditions and Restrictions of any Homeowners or Cluster Association. Notwithstanding, and in

addition to, any other provisions of this Declaration, the Developer shall have the right, to be exercised in its sole and absolute discretion, without the consent or joinder of any other Member, person or entity, at any time and from time to time, while it is a Class "B" Member, to amend this Declaration, by addition, deletion or revision, and thereby make a part hereof any provision which might have been made a part hereof when first adopted by the Declarant.

(c) Notwithstanding, and in addition to, any other provisions of this Declaration, the Developer shall have the right, to be exercised in its sole and absolute discretion without the consent of any other person, at any time and from time to time while it is a Class "B" Member, if so required by the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Veterans Administration, the Federal Housing Administration or any other governmental or quasi-governmental agency, to amend, modify or add to the provisions of this Declaration and the other documents and instruments relating to the Association or the Properties 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 company do not adversely or materially affect the interest in the Property of the Owners or mortgagees of any Living Units.

Section 4. "Certain Rights of the Developer." For such time as the Developer shall own any Living Units or any portion of the Properties, its rights and interests shall not be prejudiced by any of the following actions unless it shall, in writing, join in such actions.

There shall be no amendments to the Founding Documents which:

(a) Discriminate or tend to discriminate against its rights as an Owner.

(b) Change Article I, Definitions, in a manner which alters its rights or status.

(c) Alter its rights under Article II as regards annexation of additional properties.

(d) Alter the character and rights of Membership or the rights of the Developer as set forth in the Articles of Incorporation.

(e) Alter previously recorded or written agreements with public or quasi-public agencies as regards easements and rights-of-way.

(f) Deny the right to convey Common Areas to the Association so long as such Common Areas lie within the land area represented in the Development Plan, as amended from time to time.

(g) Alter the basis for Assessments.

(h) Alter the Developer's rights as they appear under this Article.

Section 5. "Limitations." As long as the Developer has an interest in developing the Properties as defined in Article I, hereof, the Association may not use its financial resources to defray any costs of opposing the development activities so long as they remain consistent with the general intent of the Planned Unit Development. Nothing in this section shall be construed to limit the rights of owners or occupants of Living Units to act as individuals or in affiliation with other members or groups.

Section 6. "VA/FHA Approval." As long as there is a Class "B" Membership, the following actions will require the prior approval of the Federal Housing Administration ("FHA") if FHA insurance is in effect on a mortgage within the Properties, and/or the Veterans Administration ("VA") if a VA guaranty is in effect on a mortgage within the Property: (i) annexation of additional properties other than annexations by the Developer pursuant to Article II, Section 1; (ii) dedication of Common Area to an entity other than the Association or a governmental agency; (iii) any amendment of this Declaration other than an amendment annexing additional properties under Article II, Section 1. However, there is no need to obtain prior approval from any agency for those acts already disclosed. For purposes of this subsection, "prior approval" means: (i) written approval; (ii) any written waiver of approval rights; (iii) a formal letter stating no objection; and (iv) presumptive approval if FHA or VA does not respond to a notice by certified or registered United States mail, return receipt requested, within thirty (30) days after the date the request for approval is transmitted.

Section 7. "Conflict." If there are conflicts or inconsistencies between the provisions of Maryland Law, this Declaration, the Association's Articles of Incorporation, the Association's By-Laws, and the Homeowners or Cluster Association documents, then the provision of Maryland Law, this Declaration, the Association's Articles of Incorporation, the Association's By-Laws, and the Association documents, in that order, shall prevail.

Section 8. "Consistency." The Founding Documents are intended to be consistent with the Development Plan as approved by St. Mary's County and to the extent any of the Founding Documents and the Development Plan differ in their restrictions, it is understood that the more restrictive provision shall prevail.

Section 9. "Interpretation."

(a) Unless the context requires otherwise, the singular shall include the plural and vice versa and the use of one gender shall include all genders.

(b) The use of the term "including" shall mean "including, without limitation."

WITNESS the hands and seals of the Declarant this 12th day of August, 2003.

ATTEST:

WILDEWOOD COMMUNITY
ASSOCIATION, INC.

Secretary

By: _____ [SEAL]
Thomas E. Wettengel
Vice President

ATTEST:

PARAGON BUILDERS, INCORPORATED

Secretary By: [SEAL]

Thomas E. Wettengel
Vice President

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

I HEREBY CERTIFY, that on this 12th day of August, 2003, before me, a Notary Public of the State and County aforesaid, personally appeared Thomas E. WETTENGEL, Vice President of WILDEWOOD COMMUNITY ASSOCIATION, INC., and he acknowledged the foregoing Declaration of Covenants, Conditions and Restrictions to be his act and the act of the body corporate.

WITNESS my hand and Notarial Seal.

Notary Public

My Commission Expires: 12-01-05

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

I HEREBY CERTIFY, that on this 12th day of August, 2003, before me, a Notary Public of the State and County aforesaid, personally appeared Thomas E. WETTENGEL, Vice President of PARAGON BUILDERS, INCORPORATED, and he acknowledged the foregoing Declaration of Covenants, Conditions and Restrictions to be his duly authorized act and the act of the body corporate.

WITNESS my hand and Notarial Seal.

Notary Public

My Commission Expires: 12-01-05

LIBER 2082 FOLIO 357

LIBER [illegible] FOLIO 920

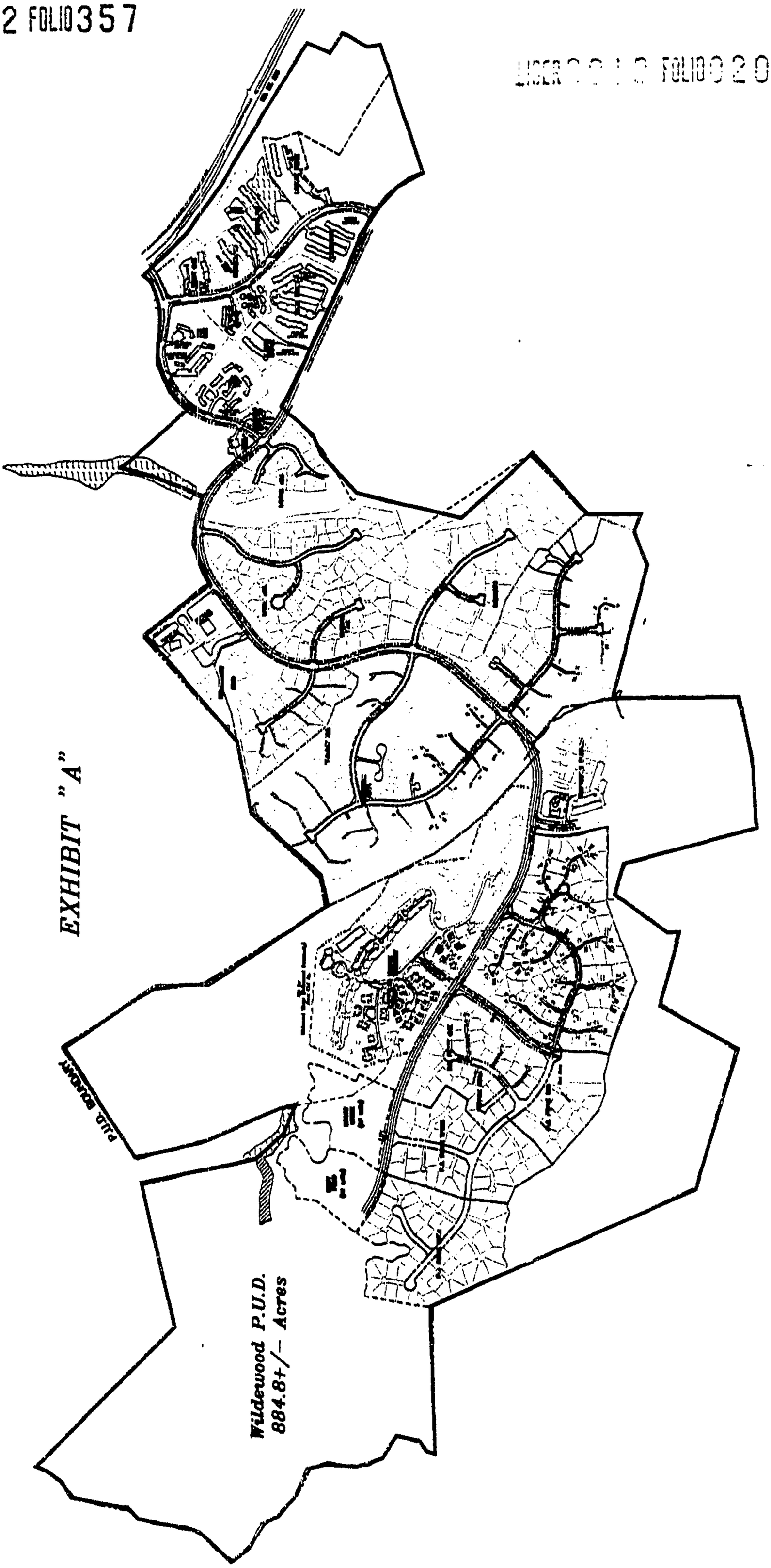

EXHIBIT B

WILDEWOOD COMMUNITY ASSOCIATION, INC.
MEMBERSHIP AGREEMENT

This Agreement made _____, 2003, by and between WILDEWOOD COMMUNITY ASSOCIATION, INC., a Maryland non-stock corporation (hereinafter referred to as "WCA"), PARAGON BUILDERS, INCORPORATED (hereinafter referred to as "Developer") and the _____ ASSOCIATION, INC., a Maryland non-stock Corporation, (hereinafter referred to as the "Association").

WHEREAS, all property owners in the Wildewood Planned Community benefit from the protection, preservation and enhancement of value of all common areas and community facilities within the Wildewood Planned Unit Development (the "PUD"); and

WHEREAS, St. Mary's County cannot provide maintenance for the County rights-of-way located within the PUD which is of a standard compatible with the existing aesthetic and environmental nature of the PUD; and

WHEREAS, the parties desire to preserve the aesthetic beauty of the PUD for all persons residing therein by having the WCA provide for the care and maintenance of all or portions of the County rights-of-way located within the PUD and all Common Areas and Community Facilities owned or managed by the WCA; and

WHEREAS, the parties intend that the WCA own, manage, maintain and/or improve real estate for the benefit of the members of the Association and the other members of the WCA; and

WHEREAS, the WCA desires to provide Common Areas and Community Facilities for the use and enjoyment of property owners in Homeowners' Associations which become members of the WCA; and

WHEREAS, the WCA and the Association understand that only by entering into this Agreement can the members of the Association become eligible to use the Common Areas and Community Facilities within the PUD which are subject to the WCA's ownership or management.

NOW THEREFORE, the parties do hereby agree as follows:

1. MEMBERSHIP: The Association agrees to become a Member of the WCA and the WCA shall accept the Association as a Class "___" Member of the WCA, upon the following terms and conditions:

A. The Association agrees to comply with the terms and conditions contained in the WCA's Articles of Incorporation, By-Laws, Declaration of Covenants, Conditions and Restrictions of Wildewood Community Association, Inc., and Rules and Regulations for the WCA, as these documents may be amended from time to time.

B. By joining the WCA, paying the assessments and complying with the terms and conditions of the WCA's Articles of Incorporation, By-Laws, Declaration of Covenants, Conditions and Restrictions of Wildewood Community Association, Inc., and Rules and Regulations for the WCA, as these documents may be amended from time to time, and the terms and conditions of this Agreement, the Association shall be entitled to all the rights and benefits of a Class "___" Member of WCA, including the services provided by the WCA and the use of the amenities of the WCA.

2. ASSESSMENT FEE:

A. During the 2003 calendar year the Association agrees to pay to the WCA an annual assessment equal to the number of Living Units within the jurisdiction of the Association multiplied by

$55.00. Subsequent to the 2003 calendar year, the annual assessment shall be established as provided in the Declaration of Covenants, Conditions and Restrictions of Wildewood Community Association, Inc.

B. The Developer shall have the right, in its sole and absolute discretion, but not the obligation, to pay to the WCA an assessment equal to all or a portion of the amount necessary to pay the expenses for landscaping and maintenance of the Common Areas and Community Facilities, together with the PUD entrances and travel ways, less the amount of revenue generated under Section A of this Section 2 which is available to defray such expenses. In the event the Developer shall make such voluntary contributions, the Association shall reimburse the Developer for such amounts, together with interest thereon at the rate of nine percent (9) per annum, from retroactive assessments and interest received by the Association from Homeowners Associations electing to join the Association as Members, as provided in the Association's By-laws. Until such time as it no longer owns property for development within the Wildewood Planned Unit Development or until December 31, 2050, whichever shall first occur, Developer shall pay to the WCA an assessment equal to its pro rata share for each Living Unit it shall own which is subject to the jurisdiction of a Class A or Class C Member of the WCA. In the event the Developer shall elect to contribute ,

3. MAINTENANCE AND LANDSCAPING: WCA agrees to maintain all Common Areas and Community Facilities within the PUD which are conveyed to it or which may come under its management, from time to time, other than those owned or maintained by individual Homeowners' Associations, and to provide necessary landscaping and maintenance of the grass areas along Wildewood Parkway, White Oak Parkway, Wildewood Boulevard, the Route 235 entrance, the Route 4 entrance, and along such other entrances and County roads which now or in the future may service the PUD, to ensure that the appearance of these primary routes and entrances is consistent with the aesthetic and environmental nature of the PUD and to preserve and enhance property values within the PUD. Developer shall have neither the right nor the obligation (except in its capacity as a Director of the WCA) to provide for the landscaping and maintenance of the entrances and travel ways or properties owned, maintained or managed by the WCA, so long as the landscaping and maintenance equals or exceeds the maintenance schedule set forth on Exhibit A hereto. In the event that WCA fails to maintain the maintenance schedule set forth on Exhibit A, then Developer, or its successor or assignee as the developer of the Wildewood Planned Unit Development, shall have the right, in its sole and absolute discretion, but not the obligation, to cure such default, and the WCA and its Members shall be responsible for the cost and expense of such cure, together with interest thereon at the rate of nine percent (9%) per annum.

4. ASSOCIATION OWNERSHIP RIGHTS: Neither the execution of this Agreement nor membership in WCA shall be construed to limit the Association's ownership rights in or to any or al. of the Association's common areas or facilities set forth in the Declaration of Covenants, Conditions and Restrictions for the Association. WCA shall have no ownership interest in, control over, or rights to, the common areas or facilities of the Association except as expressly provided for herein or otherwise created or reserved in the Declaration of Covenants, Conditions and Restrictions of Wildewood Community Association, Inc.

5. VOTING: The Association shall be entitled to cast one (1) vote for each Living Unit within the Association on each matter for which a vote by the WCA membership is required, unless the members of the Association agree otherwise. The Association agrees that it will allow its members to vote on each matter for which a vote by the WCA membership is required and that it will allow its members to cast one (1) vote for each Living Unit within the Association. A representative of the Association shall then cast the total of its votes either in favor of, or in opposition to, the matter.

6. DEVELOPER:

A. Developer, its successor or assignee, as the developer of the Wildewood Planned Unit Development, shall maintain one (1) one seat on the Board of Directors of WCA until the Developer, in its sole and absolute discretion, so determines in writing, or December 31, 2050, whichever shall first occur. .

B. Developer, its successor or assignee, as the developer of the Wildewood Planned Unit Development, shall have the right, in its sole and absolute discretion, to annex additional property into the PUD, to develop additional communities within the PUD, as it now or may hereafter be comprised, to create additional Common Areas, Community Facilities and rights-of-way related to such future development, to convey or lease such Common Areas and Community Facilities to the WCA, and to create additional Homeowners Associations. Any Homeowners Association, whether now existing or hereafter created, shall be entitled to membership in the WCA upon the same terms and conditions as apply generally to the class of Members of the WCA to which such Homeowners Association would belong, as provided in the WCA's Articles of Incorporation, By-Laws, Declaration of Covenants, Conditions and Restrictions of Wildewood Community Association, Inc., and Rules and Regulations for the WCA, as these documents may be amended from time to time.

7. COMMUNITY FACILITIES:

A. The Association acknowledges and agrees that WCA shall have the right to create paid memberships for the use of certain Community Facilities within the PUD, that the number of members of any Community Facility which WCA may own or operate may be limited due to capacity, and that all members of the Association who wish to join such Community Facilities may be unable to do so. Individual memberships will be determined by WCA on a first-come, first-served basis among the eligible participants.

B. If the Association fails to maintain membership in the WCA, then the Board of Directors of WCA shall not renew any periodic, and shall terminate any indefinite, individual membership in any Community Facility under the ownership or operation of the WCA to which individual members of the Association may belong.

8. DELINQUENT ASSESSMENTS: If an assessment due to the WCA is not paid on the due date, the assessment shall bear interest from the date of delinquency (i) at the rate of eighteen percent (18%) per annum or such other rate as may be fixed from time to time by the WCA's Board of Directors, or (ii) at the maximum rate permitted by law, whichever is less, and the WCA may bring an action at law against the Association obligated to pay the same. Interest, costs and reasonable attorneys' fees of any such action shall be added to the amount of such assessment. Liability for the assessments provided for herein is not conditioned upon use of the Common Areas or Common Facilities owned or managed by WCA by the Association or its members.

9. TERM: This Agreement shall commence on the date of execution and shall terminate on December 31, 2050. Unless either the WCA or the Association shall notify the other in writing at least thirty (30) days prior to the expiration of any term of this Agreement of its intention not to renew the contract, this Agreement shall automatically renew for an additional term of ten (10) years.

10. MISCELLANEOUS:

A. This Agreement constitutes the entire agreement between the parties and no modification hereof shall be effective unless in writing and signed by the party sought to be charged therewith.

B. Unless the context otherwise requires, whenever used in this Agreement, the singular shall include the plural, the plural shall include the singular, and the masculine gender shall include the neuter and feminine gender. Unless the context shall plainly require otherwise, all terms used herein shall have the same meaning as they are defined in the WCA's Articles of Incorporation, By-Laws, Declaration of Covenants, Conditions and Restrictions of Wildewood Community Association, Inc., and Rules and Regulations for the WCA, as these documents may be amended from time to time.

C. No failure or delay by the WCA to insist upon the strict performance of any term, condition, covenant or agreement of this Agreement, or to exercise any right, power or remedy upon a breach thereof shall constitute a. waiver of any such term, condition, covenant or agreement or of any such breach, or preclude the party from exercising any such right, power or remedy at any later time or times.

D. The parties acknowledge and agree that this Agreement shall be recorded among the land records of St. Mary's County, Maryland promptly following its execution by all parties.

E. If any provision of this Agreement is capable of two constructions, one of which would render the provision illegal or otherwise voidable or unenforceable and the other of which would render the provision valid and enforceable, such provision shall have the meaning which would render the provision valid and enforceable. The invalidity of any provision of this Agreement shall not render this Agreement invalid or unenforceable, but the remaining provisions hereof shall remain in full force and effect as if the invalid provision had never been a part hereof. WCA and the Association agree that the language of all provisions of this Agreement shall be strictly construed in favor of the WCA.

WITNESS the hands and seals of the parties the date first above written.

ATTEST: _____ ASSOCIATION, INC.

_____ By: _____ (SEAL)

Secretary President

ATTEST: WILDEWOOD COMMUNITY ASSOCIATION, INC.

_____ By: _____ (SEAL)

Secretary Thomas E. Wettengel
Vice President

ATTEST: PARAGON BUILDERS, INCORPORATED

_____ By: _____ (SEAL)

Secretary Thomas E. Wettengel
Vice President

LIBER 0 9 1 0 FOLIO 0 2 5

EXHIBIT C
LIBER 2 0 8 2 FOLIO 3 6 2

MITCHELL LANDSCAPE SERVICES, LLC
LANDSCAPE MAINTENANCE CALENDAR **2003**

CLIENT: WIDEWOOD MASTER ASSOCIATION, INC.

WILDEWOOD RT. 235 ENTRANCE AREA MAINTENANCE

WEEK #	WEEK ENDING	VISIT #	DESCRIPTION OF WORK
1	1/4/2003	1	Police entrance for trash & debris / Groom landscape planting beds / Lime turf areas
2	1/11/2003	2	Police entrance for trash and debris
3	1/18/2003	3	Police entrance for trash and debris
4	1/25/2003	4	Police entrance for trash and debris
5	2/1/2003	5	Police entrance for trash & debris / Groom landscape planting beds
6	2/8/2003	6	Police entrance for trash and debris
7	2/15/2003	7	Police entrance for trash and debris
8	2/22/2003	8	Police entrance for trash and debris / Prune and groom edges of wooded areas
9	3/1/2003	9	Police entrance for trash and debris / Spring cleanup of planting beds / Mulch planting becs
10	3/8/2003	10	Police entrance for trash and debris / Fertilize turf areas
11	3/15/2003	11	Police entrance for trash and debris
12	3/22/2003	12	Mow and trim turf areas
13	3/29/2003	13	Mow & trim turf areas / Edge curbs, sidewalk and letters / Weed, groom and edge planting beds
14	4/5/2003	14	Mow and trim turf areas
15	4/12/2003	15	Mow & trim turf areas / Edge curbs, sidewalk and letters / Weed, groom and edge planting beds
16	4/19/2003	16	Mow and trim turf areas
17	4/26/2003	17	Mow & trim turf areas / Edge curbs, sidewalk and letters / Weed, groom and edge planting beds
18	5/3/2003	18	Mow and trim turf areas
19	5/10/2003	19	Mow & trim turf areas / Edge curbs, sidewalk and letters / Weed, groom and edge planting beds
20	5/17/2003	20	Mow and trim turf areas / Install summer flowering annual flowers
21	5/24/2003	21	Mow & trim turf areas / Edge curbs, sidewalk and letters / Weed, groom and edge planting beds
22	5/31/2003	22	Mow and trim turf areas
23	6/7/2003	23	Mow & trim turf areas / Edge curbs, sidewalk and letters / Weed, groom and edge planting beds
24	6/14/2003	24	Mow and trim turf areas
25	6/21/2003	25	Mow & trim turf areas / Edge curbs, sidewalk and letters / Weed, groom and edge planting beds
26	6/28/2003	26	Mow and trim turf areas
27	7/5/2003	27	Mow & trim turf areas / Edge curbs, sidewalk and letters / Weed, groom and edge planting beds
28	7/12/2003	28	Mow and trim turf areas
29	7/19/2003	29	Mow & trim turf areas / Edge curbs, sidewalk and letters / Weed, groom and edge planting beds
30	7/26/2003	30	Mow and trim turf areas
31	8/2/2003	31	Mow & trim turf areas / Edge curbs, sidewalk and letters / Weed, groom and edge planting beds
32	8/9/2003	32	Mow and trim turf areas
33	8/16/2003	33	Mow & trim turf areas / Edge curbs, sidewalk and letters / Weed, groom and edge planting beds
34	8/23/2003	34	Mow and trim turf areas
35	8/30/2003	35	Mow & trim turf areas / Edge curbs, sidewalk and letters / Weed, groom and edge planting beds
36	9/6/2003	36	Mow and trim turf areas
37	9/13/2003	37	Mow & trim turf areas / Edge curbs, sidewalk and letters / Weed, groom and edge planting beds
38	9/20/2003	38	Mow and trim turf areas
39	9/27/2003	39	Mow & trim turf areas / Edge curbs, sidewalk and letters / Weed, groom and edge planting beds
40	10/4/2003	40	Mow and trim turf areas / Fertilize turf areas
41	10/11/2003	41	Mow & trim turf areas / Edge curbs, sidewalk and letters / Weed, groom and edge planting beds
42	10/18/2003	42	Mow and trim turf areas / Install fall pansies
43	10/25/2003	43	Mow & trim turf areas / Edge curbs, sidewalk and letters / Weed, groom and edge planting beds
44	11/1/2003	44	Mow and trim turf areas
45	11/8/2003	45	Mow & trim turf areas / Edge curbs, sidewalk and letters / Weed, groom and edge planting beds
46	11/15/2003	46	Mow and trim turf areas / Lime turf areas
47	11/22/2003	47	Mow & trim turf areas / Edge curbs, sidewalk and letters / Weed, groom and edge planting beds
48	11/29/2003	48	Mow and trim turf areas
49	12/6/2003	49	Mow & trim turf areas / Edge curbs, sidewalk and letters / Weed, groom and edge planting beds
50	12/13/2003	50	Police entrance for trash and debris
51	12/20/2003	51	Police entrance for trash and debris
52	12/27/2003	52	Police entrance for trash and debris

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MITCHELL LANDSCAPE SERVICES, LLC
LANDSCAPE MAINTENANCE CALENDAR 2003

CLIENT: WILDEWOOD MASTER ASSOCIATION, INC.

MAINTENANCE OF ROADSIDE COMMON AREAS

WEEK #	WEEK ENDING	VISIT #	DESCRIPTION OF WORK
1	1/4/2003		
2	1/11/2003		
3	1/18/2003		
4	1/25/2003		
5	2/1/2003		
6	2/8/2003		
7	2/15/2003		
8	2/22/2003	1	Selectively prune trees and shrubs on Wildewood Boulevard berm
9	3/1/2003		
10	3/8/2003		
11	3/15/2003		
12	3/22/2003		
13	3/29/2003		
14	4/5/2003	2	Mow and trim common area roadsides
15	4/12/2003		
16	4/19/2003	3	Mow and trim common area roadsides / Spray stone riprap drainage areas with Roundup herbicide
17	4/26/2003		
18	5/3/2003	4	Mow and trim common area roadsides
19	5/10/2003		
20	5/17/2003	5	Mow and trim common area roadsides
21	5/24/2003		
22	5/31/2003	6	Mow and trim common area roadsides
23	6/7/2003		
24	6/14/2003	7	Mow and trim common area roadsides / Spray stone riprap drainage areas with Roundup herbicide
25	6/21/2003		
26	6/28/2003	8	Mow and trim common area roadsides
27	7/5/2003		
28	7/12/2003	9	Mow and trim common area roadsides
29	7/19/2003		
30	7/26/2003	10	Mow and trim common area roadsides
31	8/2/2003		
32	8/9/2003	11	Mow and trim common area roadsides / Spray stone riprap drainage areas with Roundup herbicide
33	8/16/2003		
34	8/23/2003	12	Mow and trim common area roadsides
35	8/30/2003		
36	9/6/2003	13	Mow and trim common area roadsides / Selectively prune trees & shrubs on Wildewood Boulevard berm
37	9/13/2003		
38	9/20/2003	14	Mow and trim common area roadsides
39	9/27/2003		
40	10/4/2003	15	Mow and trim common area roadsides
41	10/11/2003		
42	10/18/2003		
43	10/25/2003	16	Mow and trim common area roadsides
44	11/1/2003		
45	11/8/2003		
46	11/15/2003		
47	11/22/2003	17	Mow and trim common area roadsides
48	11/29/2003		
49	12/6/2003		
50	12/13/2003		
51	12/20/2003		
52	12/27/2003		

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MITCHELL LANDSCAPE SERVICES, LLC
LANDSCAPE MAINTENANCE CALENDAR 2003

CLIENT: WILDEWOOD MASTER ASSOCIATION, INC.

WILDEWOOD RECREATION AREA #1 MAINTENANCE

WEEK #	WEEK ENDING	VISIT #	DESCRIPTION OF WORK
1	1/4/2003		
2	1/11/2003	1	Parking area maintenance / Lime playing fields
3	1/18/2003		
4	1/25/2003		
5	2/1/2003		
6	2/8/2003	2	Parking area maintenance
7	2/15/2003		
8	2/22/2003		
9	3/1/2003		
10	3/8/2003	3	Parking area maintenance / fertilize playing fields
11	3/15/2003		
12	3/22/2003		
13	3/29/2003		
14	4/5/2003	4	Mow & trim playing fields / Parking area maintenance
15	4/12/2003		
16	4/19/2003	5	Mow & trim playing fields / Parking area maintenance
17	4/26/2003	6	Mow & trim playing fields
18	5/3/2003	7	Mow & trim playing fields / Parking area maintenance
19	5/10/2003	8	Mow & trim playing fields
20	5/17/2003	9	Mow & trim playing fields / Parking area maintenance
21	5/24/2003	10	Mow & trim playing fields
22	5/31/2003	11	Mow & trim playing fields / Parking area maintenance
23	6/7/2003		
24	6/14/2003	12	Mow & trim playing fields / Parking area maintenance
25	6/21/2003		
26	6/28/2003	13	Mow & trim playing fields / Parking area maintenance
27	7/5/2003		
28	7/12/2003	14	Mow & trim playing fields / Parking area maintenance
29	7/19/2003		
30	7/26/2003	15	Mow & trim playing fields / Parking area maintenance
31	8/2/2003		
32	8/9/2003	16	Mow & trim playing fields / Parking area maintenance
33	8/16/2003		
34	8/23/2003	17	Mow & trim playing fields / Parking area maintenance / Spray baseball infield with Roundup herbicide
35	8/30/2003		
36	9/6/2003	18	Mow & trim playing fields / Parking area maintenance
37	9/13/2003		
38	9/20/2003	19	Mow & trim playing fields / Parking area maintenance / Fertilize playing fields
39	9/27/2003		
40	10/4/2003	20	Mow & trim playing fields / Parking area maintenance / Spray baseball infield with Roundup herbicide
41	10/11/2003		
42	10/18/2003	21	Mow & trim playing fields / Parking area maintenance
43	10/25/2003		
44	11/1/2003		
45	11/8/2003		
46	11/15/2003	22	Parking area maintenance / Lime playing fields
47	11/22/2003		
48	11/29/2003		
49	12/6/2003		
50	12/13/2003	23	Parking area maintenance
51	12/20/2003		
52	12/27/2003		

LIBER 0 0 1 0 FOLIO 0 2 8

LIBER 2 0 8 2 FOLIO 3 6 5

MITCHELL LANDSCAPE SERVICES, LLC
LANDSCAPE MAINTENANCE CALENDAR 2003

CLIENT: WILDEWOOD MASTER ASSOCIATION, INC.

WILDEWOOD RECREATION AREA #2 MAINTENANCE

WEEK #	WEEK ENDING	VISIT #	DESCRIPTION OF WORK
1	1/4/2003		
2	1/11/2003	1	Parking area maintenance / Lime playing fields
3	1/18/2003		
4	1/25/2003		
5	2/1/2003		
6	2/8/2003	2	Parking area maintenance
7	2/15/2003		
8	2/22/2003		
9	3/1/2003		
10	3/8/2003	3	Parking area maintenance / Fertilize playing fields / Spring cleanup of planting beds / Prune trees
11	3/15/2003		
12	3/22/2003		
13	3/29/2003		
14	4/5/2003	4	Mow & trim playing fields / Weed and groom planting beds / Parking area maintenance
15	4/12/2003		
16	4/19/2003	5	Mow & trim playing fields / Weed and groom planting beds / Parking area maintenance
17	4/26/2003	6	Mow and trim playing fields
18	5/3/2003	7	Mow & trim playing fields / Weed and groom planting beds / Parking area maintenance
19	5/10/2003	8	Mow and trim playing fields
20	5/17/2003	9	Mow & trim playing fields / Weed and groom planting beds / Parking area maintenance
21	5/24/2003	10	Mow and trim playing fields
22	5/31/2003	11	Mow & trim playing fields / Weed and groom planting beds / Parking area maintenance
23	6/7/2003		
24	6/14/2003	12	Mow & trim playing fields / Weed and groom planting beds / Parking area maintenance
25	6/21/2003		
26	6/28/2003	13	Mow & trim playing fields / Weed and groom planting beds / Parking area maintenance
27	7/5/2003		
28	7/12/2003	14	Mow & trim playing fields / Weed and groom planting beds / Parking area maintenance
29	7/19/2003		
30	7/26/2003	15	Mow & trim playing fields / Weed and groom planting beds / Parking area maintenance
31	8/2/2003		
32	8/9/2003	16	Mow & trim playing fields / Weed and groom planting beds / Parking area maintenance
33	8/16/2003		
34	8/23/2003	17	Mow & trim playing fields / Weed and groom planting beds / Parking area maintenance
35	8/30/2003		
36	9/6/2003	18	Mow & trim playing fields / Weed and groom planting beds / Parking area maintenance
37	9/13/2003		Spray baseball infield with Roundup herbicide
38	9/20/2003	19	Mow & trim playing fields / Parking area maintenance / Fertilize playing fields
39	9/27/2003		
40	10/4/2003	20	Mow & trim playing fields / Weed and groom planting beds / Parking area maintenance
41	10/11/2003		
42	10/18/2003	21	Mow & trim playing fields / Parking area maintenance / Spray baseball infield with Roundup herbicide
43	10/25/2003		
44	11/1/2003	22	Weed and groom planting beds
45	11/8/2003		
46	11/15/2003	23	Parking area maintenance / Lime playing fields
47	11/22/2003		
48	11/29/2003		
49	12/6/2003		
50	12/13/2003	24	Parking area maintenance
51	12/20/2003		
52	12/27/2003		

LIBER 0010 FOLIO 029

LIBER 2082 FOLIO 366

MITCHELL LANDSCAPE SERVICES, LLC
LANDSCAPE MAINTENANCE CALENDAR 2003

CLIENT: WILDEWOOD MASTER ASSOCIATION, INC.

MOW AND TRIM WILDEWOOD NEIGHBORHOOD ONE SECTION OF WILDEWOOD PARKWAY

WEEK #	WEEK ENDING	VISIT #	DESCRIPTION OF WORK
1	1/4/2003		
2	1/11/2003		
3	1/18/2003		
4	1/25/2003		
5	2/1/2003		
6	2/8/2003		
7	2/15/2003		
8	2/22/2003		
9	3/1/2003		
10	3/8/2003		
11	3/15/2003		
12	3/22/2003		
13	3/29/2003		
14	4/5/2003	1	Mow and trim common area roadsides
15	4/12/2003		
16	4/19/2003	2	Mow and trim common area roadsides
17	4/26/2003		
18	5/3/2003	3	Mow and trim common area roadsides
19	5/10/2003		
20	5/17/2003	4	Mow and trim common area roadsides
21	5/24/2003		
22	5/31/2003	5	Mow and trim common area roadsides
23	6/7/2003		
24	6/14/2003	6	Mow and trim common area roadsides
25	6/21/2003		
26	6/28/2003	7	Mow and trim common area roadsides
27	7/5/2003		
28	7/12/2003	8	Mow and trim common area roadsides
29	7/19/2003		
30	7/26/2003	9	Mow and trim common area roadsides
31	8/2/2003		
32	8/9/2003	10	Mow and trim common area roadsides
33	8/16/2003		
34	8/23/2003	11	Mow and trim common area roadsides
35	8/30/2003		
36	9/6/2003	12	Mow and trim common area roadsides
37	9/13/2003		
38	9/20/2003	13	Mow and trim common area roadsides
39	9/27/2003		
40	10/4/2003	14	Mow and trim common area roadsides
41	10/11/2003		
42	10/18/2003		
43	10/25/2003	15	Mow and trim common area roadsides
44	11/1/2003		
45	11/8/2003		
46	11/15/2003		
47	11/22/2003	16	Mow and trim common area roadsides
48	11/29/2003		
49	12/6/2003		
50	12/13/2003		
51	12/20/2003		
52	12/27/2003		

LIBER L 0 1 0 FOLIO 0 3 0

LIBER 2 0 8 2 FOLIO 3 6 7

MITCHELL LANDSCAPE SERVICES, LLC
LANDSCAPE MAINTENANCE CALENDAR **2003**

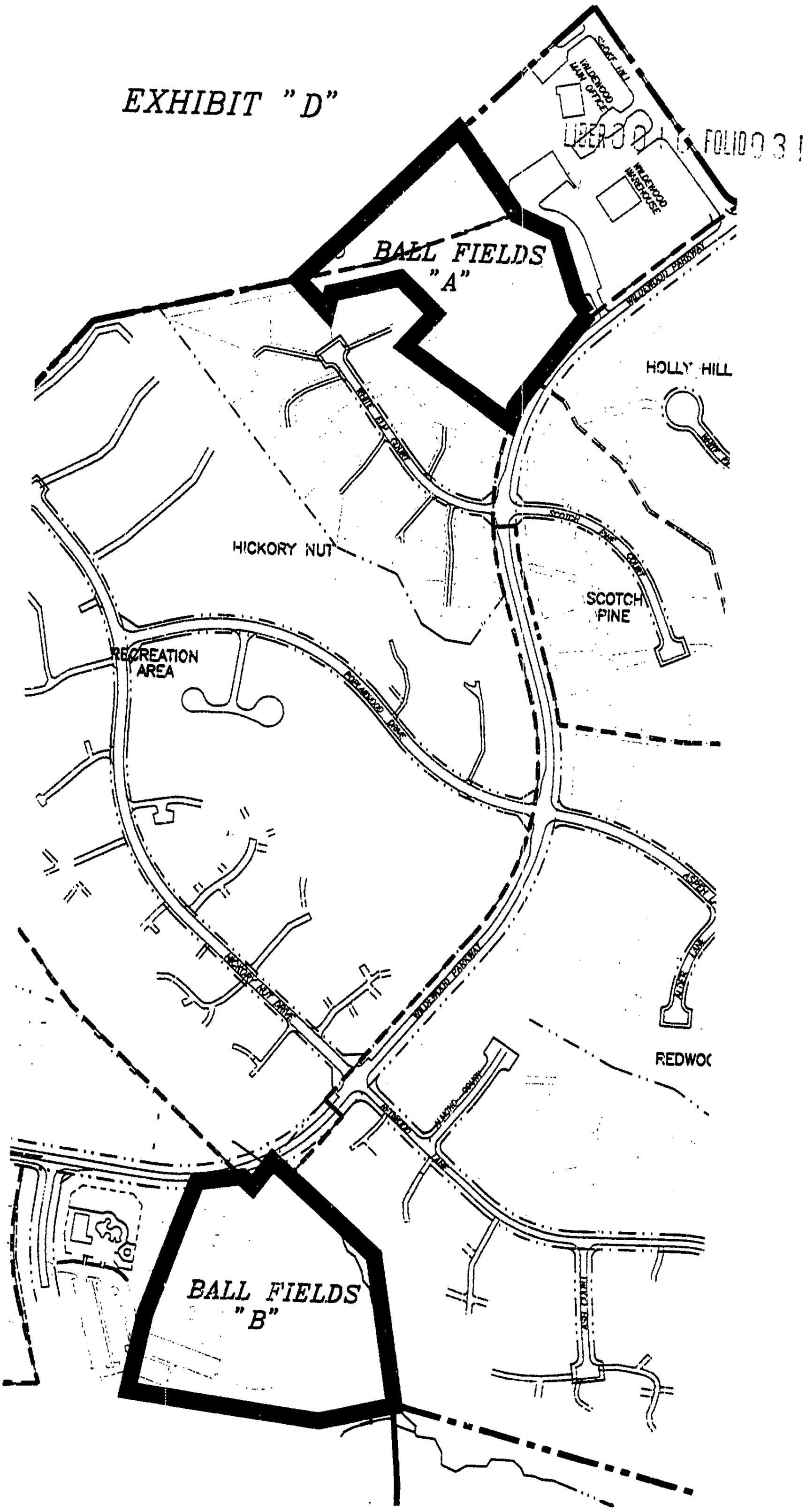
CLIENT: **WIDEWOOD MASTER ASSOCIATION, INC.**

ST. ANDREWS CHURCH ROAD ENTRANCE ARWA MAINTENANCE

WEEK #	WEEK ENDING	VISIT #	DESCRIPTION OF WORK
1	1/4/2003	1	Police entrance for trash & debris / Groom landscape planting beds / Lime turf areas
2	1/11/2003	2	Police entrance for trash and debris
3	1/18/2003	3	Police entrance for trash and debris
4	1/25/2003	4	Police entrance for trash and debris
5	2/1/2003	5	Police entrance for trash & debris / Groom landscape planting beds
6	2/8/2003	6	Police entrance for trash and debris
7	2/15/2003	7	Police entrance for trash and debris
8	2/22/2003	8	Police entrance for trash and debris
9	3/1/2003	9	Police entrance for trash and debris / Spring cleanup of planting beds / Mulch planting beds
10	3/8/2003	10	Police entrance for trash and debris / Fertilize turf areas
11	3/15/2003	11	Police entrance for trash and debris
12	3/22/2003	12	Mow and trim turf areas
13	3/29/2003	13	Mow & trim turf areas / Edge curbs / Weed, groom and edge planting beds
14	4/5/2003	14	Mow and trim turf areas
15	4/12/2003	15	Mow & trim turf areas / Edge curbs / Weed, groom and edge planting beds
16	4/19/2003	16	Mow and trim turf areas
17	4/26/2003	17	Mow & trim turf areas / Edge curbs / Weed, groom and edge planting beds
18	5/3/2003	18	Mow and trim turf areas
19	5/10/2003	19	Mow & trim turf areas / Edge curbs / Weed, groom and edge planting beds
20	5/17/2003	20	Mow and trim turf areas / Install summer flowering annual flowers
21	5/24/2003	21	Mow & trim turf areas / Edge curbs / Weed, groom and edge planting beds
22	5/31/2003	22	Mow and trim turf areas
23	6/7/2003	23	Mow & trim turf areas / Edge curbs / Weed, groom and edge planting beds
24	6/14/2003	24	Mow and trim turf areas
25	6/21/2003	25	Mow & trim turf areas / Edge curbs / Weed, groom and edge planting beds
26	6/28/2003	26	Mow and trim turf areas
27	7/5/2003	27	Mow & trim turf areas / Edge curbs / Weed, groom and edge planting beds
28	7/12/2003	28	Mow and trim turf areas
29	7/19/2003	29	Mow & trim turf areas / Edge curbs / Weed, groom and edge planting beds
30	7/26/2003	30	Mow and trim turf areas
31	8/2/2003	31	Mow & trim turf areas / Edge curbs / Weed, groom and edge planting beds
32	8/9/2003	32	Mow and trim turf areas
33	8/16/2003	33	Mow & trim turf areas / Edge curbs / Weed, groom and edge planting beds
34	8/23/2003	34	Mow and trim turf areas
35	8/30/2003	35	Mow & trim turf areas / Edge curbs / Weed, groom and edge planting beds
36	9/6/2003	36	Mow and trim turf areas
37	9/13/2003	37	Mow & trim turf areas / Edge curbs / Weed, groom and edge planting beds
38	9/20/2003	38	Mow and trim turf areas
39	9/27/2003	39	Mow & trim turf areas / Edge curbs / Weed, groom and edge planting beds
40	10/4/2003	40	Mow and trim turf areas / Fertilize turf areas
41	10/11/2003	41	Mow & trim turf areas / Edge curbs / Weed, groom and edge planting beds
42	10/18/2003	42	Mow and trim turf areas / Install fall pansies
43	10/25/2003	43	Mow & trim turf areas / Edge curbs / Weed, groom and edge planting beds
44	11/1/2003	44	Mow and trim turf areas
45	11/8/2003	45	Mow & trim turf areas / Edge curbs / Weed, groom and edge planting beds
46	11/15/2003	46	Mow and trim turf areas / Lime turf areas
47	11/22/2003	47	Mow & trim turf areas / Edge curbs / Weed, groom and edge planting beds
48	11/29/2003	48	Mow and trim turf areas
49	12/6/2003	49	Mow & trim turf areas / Edge curbs / Weed, groom and edge planting beds
50	12/13/2003	50	Police entrance for trash and debris
51	12/20/2003	51	Police entrance for trash and debris
52	12/27/2003	52	Police entrance for trash and debris

LIBER 2082 FOLIO 368

EXHIBIT "D"



BOOK 0016 PAGE 0032

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

RECORDING FEE 30.00
TOTAL 30.00
Rest SMHO Rcpt # 76825
CHK 232 Blk # 744
Sep 04, 2003 09:29 am

ESTATES AT SINGLETREE
PLAT LIBER E.W.A. No. 55, FOLIO 125

As of August 28, 2003

These disclosures are being submitted for recordation in the Homeowners Association Depository in the Land Records for St. Mary's County, Maryland for the Homeowners Association known as Estates at Singletree, as described in that **Declaration of Covenants, Conditions and Restrictions for the Estates at Singletree, recorded among the Land Records of St. Mary's County, Maryland at Liber E.W.A. No. 2076, Folio 374.**

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

per original

RECORDING FEE 30.00
TOTAL 30.00
Rest SMHO Rcpt # 76825
CHK 232 Blk # 744
Sep 04, 2003 09:29 am

Dillow at Singletree, L.L.C.
P.O. Box 100
Hollywood, Maryland 20636
301 373-2111

(2) The name of the Homeowners Association is: **THE ESTATES AT SINGLETREE HOMEOWNERS ASSOCIATION, INC..,** (a Maryland Non-Stock Corporation). The resident agent of the Homeowners Association is Bill D. McKissick, Jr., Esq., 22738 Maple Road, Suite 101, Lexington Park, Maryland 20653. CORRESPONDENCE TO THE ASSOCIATION MAY BE ADDRESSED TO **DILLOW AT SINGLETREE, L.L.C., C/O MARK DILLOW, PRESIDENT, P.O. BOX 100, HOLLYWOOD, MARYLAND 20636 PH: 301 373-2111.**

(3) The development is located in the Town of Leonardtown in the Third Election district of St. Mary's County, and contains currently 18.13 acres more or less, and is more specifically described in the Declaration of Covenants, Conditions and Restrictions for The Estates at Singletree recorded among the Land Records of St. Mary's County, Maryland at Liber E.W.A. No.2076, Folio 374. There are currently 47 lots in the subdivision, which is the maximum and minimum number of lots currently planned for this phase of the development. The Declarant has reserved the right to annex additional property into the subdivision, but the Declarant has not yet made the decision to do so, and no determination has therefore been made as to the maximum number of lots which would be contained in the subdivision.

(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 the Town of Leonardtown 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, but it is currently unknown whether 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 as more specifically described on the Declaration and which may be shown on the Plats of the subdivision.

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

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

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

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

(9) The proposed annual budget for the homeowners association for the current fiscal year due is attached. The budget for the homeowners association based upon the development fully expended in accordance with expansion rights contained in the declaration is not anticipated to exceed **$14,000.00** per year, said sum to pay for the maintenance of the common areas, landscaping maintenance 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 **$300.00** per lot, per year, unless otherwise determined pursuant to the terms of the attached Bylaws, Articles, and/or Declaration, as amended. The declarant/vendor will not be obligated to pay said fees in whole or in part. The assessments are to be paid on 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.

(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
DILLOW AT SINGLETREE, L.L.C.

By: _____
Mark Dillow, Member

Date: _____

STATE OF MARYLAND,
COUNTY OF , to wit:

I HEREBY CERTIFY that on this 26th day of August, 2003, before me, the subscriber, a notary public in and for the jurisdiction aforesaid, personally appeared Mark Dillow, Member of Dillow at Singletree, 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.

TOBY E. OGLE
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires October 31, 2004

_____
Notary Public
My Commission expires: 10/31/04

bdm \\Server\Forms\Real estate\Homeowners Associations\Singletree- Dillow\HOA Disclosures and Contract Addendum.doc
08/26/03 10:48:00 AM

INFORMAL ORGANIZATIONAL ACTION OF THE BOARD OF DIRECTORS OF THE ESTATES AT SINGLETREE HOMEOWNERS ASSOCIATION, INC. AND ACTION OF THE DECLARANT

August 28, 2003

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

RESOLVED, that the Articles of Incorporation of this Corporation filed with the State Department of Assessments and Taxation on or about August 28, 2003 and filed herewith and incorporated by reference herein be and the same are hereby approved and accepted.

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

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

NAME	OFFICE
Mark Dillow	**President**
Mike Derby	**Treasurer**
Joanne Dillow	**Secretary**

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

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

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

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

RESOLVED, that the annual assessment for each Lot in the subdivision for the calendar years 2003 and 2004 shall be Three Hundred Dollars ($300.00), which assessment shall remain the annual assessment of the Corporation until amended by the Board of Directors said sum to be paid in advance on an annual basis for January 1 through December 31, in accordance with the Declaration.

RESOLVED, that the budget attached hereto is hereby adopted as the budget of the Association, which budget shall remain the budget of the Corporation until a revised budget is adopted by the Board of Directors.

RESOLVED, that the Estates at Singletree Design and Construction Standards attached hereto are hereby adopted as rules and regulations of the Association pursuant to Article X.D of the Declaration;

RESOLVED, that there is hereby created an Architectural Review Committee which will consist of a maximum of two (2) individuals appointed by the Board of Directors from time to time;

RESOLVED, that the powers and authorities of the Board of Directors as set forth in Article X.A, B and C, are hereby delegated to said Architectural Review Committee, provided that the Board of Directors does hereby retain the power and authority to hear appeals from interested parties concerning final decisions of the Architectural Review Committee;

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

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

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

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

_____ SEAL
Mark Dillow

_____ SEAL
Joanne Dillow

BOOK E.W.A. PAGE 2057

SEAL
Mike Derby

The undersigned, constituting the Declarant pursuant to the Declaration of Covenants, Conditions and Restrictions for the Estates at Singletree, recorded among the Land Records of St. Mary's County, Maryland at Liber E.W.A. No. 2076, Folio 374 does hereby ratify the actions taken above to the extent that the same requires the approval of the Declarant, and does expressly appoint the aforesaid individuals as the members of the Board of Directors of the Corporation.

Dillow at Singletree, L.L.C.

By: _____
Mark Dillow, Member

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BOOK 0 [illegible] PAGE 0 0 38

EXHIBIT TO ORGANIZATIONAL MINUTES OF BOARD OF DIRECTORS

Estates
At
Singletree
Design and Construction Standards

BOOK [illegible] PAGE [illegible] 39

Estates
At
Singletree
Design and Construction Standards

Rev 08-26-03

I. Purpose and Intent

The following design, construction and architectural criteria are created for the enhancement of property values at Estates at Singletree. These standards have been adopted by the Board of Directors of the Association pursuant to Article IXB and Article X of the Declaration.

II. Architectural Board

1) The Estates Architectural Review Committee ("ARC") shall consist of individuals appointed by the Board of Directors (the "BOD") of the Estates at Singletree Homeowners Association, Inc. (the "Association") in accordance with the Declaration of Covenants, Conditions and Restrictions for the Estates at Singletree recorded among the Land Records of St. Mary's County, Maryland at Liber E.W.A. No. 2076, Folio 374 (the "Declaration") and Bylaws of the Association.

2) The ARC is empowered to administer and enforce the architectural and site development restrictions included herein and as set forth in the Declaration. All construction on individual lots and Common Areas shall be reviewed ARC. Members of the ARC may meet formally or informally to discuss compliance of the submissions. The ARC is required to respond to the applicant as set forth in the Declaration and Bylaws, and in accordance therewith the ARC may:

   a) Approve the plans in writing;
   b) Deny approval of the plans in writing;
   c) Approve the plans in writing with conditions attached to the approval;
   d) Request additional information.

   In the event the ARC does not respond to a Builder or Homeowner in writing at the end of the review period, the Builder or Homeowner shall deliver written notice to the ARC of it's failure to act, and if approval is not granted or denied within 15 day's thereafter, the Plans and Specifications shall be deemed approved. When revisions are required, amended plans should be resubmitted within two weeks for final approval prior to the commencement of site clearing or any construction activity.

3) Subject to the Covenants and Bylaws, the ARC has the sole authority to waive the requirements set forth herein, but may do so only when the intent and quality required of the design elements at Estates at Singletree have been satisfied.

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

III. Submission Requirements

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

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

a) A description of the architectural design via drawings. ARC reserves the right to reject architectural styles that do not complement the neighborhood;
b) Floor plans and elevations of all sides, at a scale of 1/8"= 1' or ¼" = 1';
c) Site plans must be submitted at a minimum scale of 1" = 40' including existing grades, all property set back lines, building locations, all landscape elements and any ancillary buildings and hard scape elements (driveways, swimming pools, walkway etc...) All plan submissions shall include details on the following: foundation, siding, trim, doors and windows, roofing, exterior light fixtures, sidewalk and driveway. (Any other material or products, which may affect the exterior appearance of the residence, must be submitted with the site plan above).

IV. Architectural Requirements

The minimum finished floor area of a single story residence, excluding basement, shall be 2,000 square feet or greater of heated living space; 2,200 square feet for a two story home, or as established by ARC for a specific site. (The basement does not count towards heated living space area).

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

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

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

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

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

Fenestration:

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

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

Foundations:
Foundations shall be constructed of brick, stone, stucco or other material approved by ARC. All foundation material shall be consistent on all sides of house.

Exterior Siding:
Exterior siding can be of natural material such as brick, stone, wood or stucco. Vinyl siding and other materials may be used on the exterior walls subject to the following:

1) Samples of simulated products must be presented to the ARC along with manufacturers specification sheet.
2) Builder shall comply with the installation of vinyl siding that meets or exceeds industry standards as set forth by the Vinyl Siding Institute.

Roofing Materials:
Roofing materials shall consist of architectural fiberglass roof shingles of no less than 255lbs, cedar shakes or shingles, metal standing seam roofs, concrete shingles or any other material specifically approved by ARC.

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

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

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

1) All wood shall be of salt pressure (CCA.40) treated, redwood, cypress, cedar or any other rot resistant specie approved by ARC.
2) Any salt pressure (CCA.40) treated wood used in the front yard locations must be painted or stained.
3) Any steps used in the front yard location must have closed stringers.

V. Land Development Standards

All site development must conform to the current Zoning Ordinance of The Town of Leonardtown, Maryland and the Development Plan as approved by the Town of Leonardtown. In the event of a conflict between the same the more restrictive shall control, unless the Zoning Ordinance, Development Plan, Leonardtown Town Administrator or Town Planner determine that the restriction of the Zoning Ordinance or Development Plan shall be adhered to.

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

Beyond the 25' and7' grading setbacks, the homeowner may nit remove any trees from the lot greater than 6" without the approval by the ARC

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

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

Builder must comply with all regulatory agencies with regard to erosion and sediment control. All erosion control devices must be in place on site before clearing. These devices must remain intact throughout construction. All site run-off and mud from vehicular traffic must remain on site. **Builder must immediately remove any mud or silt run-off.**

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

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

Driveways and Parking:
Driveways and parking areas shall be laid out in an efficient and aesthetically pleasing manner. The approved surface is blacktop, concrete or brick.

Any person making improvements to any property shall repair any road, ditch, drainage way, etc that may become damaged due to act or omission of such person, or their employees, agents, contractors, subcontractors or suppliers.

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

Accessory Buildings:
No accessory building may be constructed farther forward on the site than the front plane of the house. The ARC will review the placement of accessory buildings in such a manner as to protect the normal viewing angles from adjacent lots.
Any accessory buildings, included detached guesthouses, workshops, utility sheds, doghouses, playhouses, gazebos... must be designed and located as an integral part of the overall design of the lot.

Service Equipment:
All exterior service equipment must be properly screened with either fencing or landscaping or other opaque devices. This includes HVAC equipment, electrical meters and trash areas. No service equipment should be located in the front of the house.

Fencing:
Fencing shall be allowed at Estates at Singletree with prior approval from the ARC Fencing shall complement the site architecturally. No chain link fencing will be allowed from street view. Chain link fencing in rear yards will be allowed for dog pens as long as it is vinyl coated green or black and it is not visible from street view.

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

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

Utilities:
All electric, telephone, cable and other utility services must be placed underground. The builder is responsible for all SMECO and METCOM connections.

Except as otherwise limited by the Declaration, only one construction sign per site is allowed for identification. Each sign should be no more than four (4) square feet in total size. The lot identification sign must be removed after a use and occupancy permit has

been obtained. Model homes (approved by the ARC) will be allowed to continue dispiaying their signage until the home is sold. Realtor signs may be displayed on the property as long as they visually conform to the neighborhood.

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BOOK 0614 PAGE 0046

EXHIBIT TO ORGANIZATIONAL MINUTES OF BOARD OF DIRECTORS

Estates
At
Singletree
BUDGET

BOOK [illegible] PAGE 0057

Singletree

Home Owners Association

2004 Operating Budget

Revenue:	
Dues (47 lots @ $300)	$13,800
Interest	$50
total	$13,850
Expenses:	
Landscaping	$7,600
Legal	$700
Utilities	$3,950
Repairs & Maintenance	$250
Insurance	$425
Accounting	$250
Supplies & Postage	$75
Replacement Reserve	$600
total	$13,850

BY-LAWS
OF
THE ESTATES AT SINGLETREE OWNERS ASSOCIATION, INC.

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

II. DEFINITIONS. Unless otherwise set forth herein the words as used herein shall have the same definitions and meanings as set forth in the Declaration of Covenants, Conditions and Restrictions for the Estates at Singletree dated July 31, 2003 and recorded on August 3, 2003 among the Land Records of St. Mary's County, Maryland at Liber E.W.A. No. 2076, Folio 374 (the "Declaration"), as the same may be amended from time to time.

III. MEETING OF MEMBERS

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

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

3. NOTICE OF MEETINGS. Notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by sending notice of such meeting by mail, fax, e-mail, hand delivery, or by any other method permitted under Maryland law, at least fifteen (15) days before such meeting to each Member entitled to vote thereat, sent to such address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

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

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

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

the above, the Board of Directors shall have the authority to submit any matter to the vote of the Members by mail, e-mail or other means, without the requirement of holding a Membership meeting and requiring voting in person or by proxy at said meeting, upon such terms and conditions as the Board of Directors deems reasonable, and subject to any requirements of Maryland law with regards to the procedures for voting by members of a non-stock, membership Corporation.

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

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

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

2. Until such time as the Class B Membership ceases and is converted to the Class A Membership, the Directors shall be appointed by the Declarant without the need for any meeting of the Members, and said Directors shall hold their office until replaced by the Declarant. After the Class B Membership ceases and is converted to the Class A Membership, with the exception of the first Board of Directors elected after such conversion, the the Board of Directors shall serve for a term of three (3) years and shall be elected by the Membership of the Association. Notwithstanding the above, the terms of the initially elected Directors after the conversion of the Class B Membership, shall be staggered by the Board of Directors so as to ensure that no more than three (3) Directors' terms expire in any year. If the initial Board of Directors are unable to agree on how to stagger such terms then the Director(s) receiving the highest number of votes shall be deemed elected for a term of three (3) years, the next highest number of votes, a term of two years and so on. At the expiration of the initial term of office of each respective Director, his successor shall be elected to serve a term of three (3) years. The Directors shall hold office until their successors have been elected and hold their first meeting.

3. REMOVAL. For so long as the Class B Membership exists, any Director may be removed by the Declarant with or without cause and his or her successor appointed by the Declarant. At such time as the Class B Membership ceases and is converted to Class A Membership, any Director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association or by two thirds (2/3rds) vote of the entire Board of Directors. In the event of death, resignation or removal of a Director, the Director's successor shall be selected by the remaining Members of the Board and shall serve for the unexpired term of the predecessor. A majority of the quorum of the Board of Directors shall have the right to declare the office of a member of the Board of Directors to be vacant in the event such Board member shall be absent from three (3) consecutive regular meetings of the Board of Directors.

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

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

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

1. ELECTION. Election to the Board of Directors shall be by secret written ballot, and may be conducted by mail, e-mail or such other means subject to the provisions of Article III. Section 6 above. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

VI MEETINGS OF DIRECTORS

1. REGULAR MEETINGS. Regular meeting of the Board of Directors shall be held periodically as may be determined by the Board at such place and hour as may be fixed from time to time by resolution of the Board. Notice of regularly scheduled meetings shall be given to the Members in such manner as determined by the Board of Directors, subject to the applicable requirements of Maryland law. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

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

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

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

5. OPEN MEETINGS. All meetings of the Association, including meetings of the Board of Directors or other governing body of the Association or a committee of the Association, shall be open to all Members of the Association or their agents as required under Maryland law, but may in closed for any permissible reason in accordance with the Md. Real Property Code Annotated.

VII. POWERS AND DUTIES OF THE BOARD OF DIRECTORS

1. POWERS. Subject to the powers and rights of the Declarant as set forth in the Declaration, the and in addition to any other rights or powers set forth herein, or implied under Maryland law, the Board of Directors shall have the power to:

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

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

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

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

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

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

necessary or expedient;

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

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

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

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

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

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

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

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

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

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

(F) Cause the Common Area to be maintained;

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

VIII. OFFICERS AND THEIR DUTIES

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

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

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

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

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

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

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

office of President of a corporation.

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

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

IX. CORPORATE SEAL. The Association shall have a seal in circular form having within its circumference the words: THE ESTATES AT SINGLETREE OWNERS ASSOCIATION, INC. - Corporate Seal - Maryland 2003.

X. AMENDMENTS

1. AMENDMENTS. These Bylaws may be amended by the unanimous consent of the Board of Directors, or by majority vote of the Members of the Association, at a special or regular meeting, provided that if there is a Class B Membership at the time of such amendment then the amendment of these Bylaws shall require the consent of the Class B Members. For so long as there is a Class B Membership of the Association, these By-Laws may be amended by the unanimous vote of the Class B Members of the Association, without the need for a meeting or the vote of the Class A Members.

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

XI. MISCELLANEOUS

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

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

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, We, being all the organizational Directors of the THE ESTATES AT SINGLETREE OWNERS ASSOCIATION, INC., have hereunto set our hands and this 28th day of August, 2003.

(SEAL)
Mark Dillow

(SEAL)
Mike Derby

(SEAL)
Joanne Dillow

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ARTICLES OF INCORPORATION
THE ESTATES AT SINGLETREE HOMEOWNERS ASSOCIATION, INC.
(A Non-Stock, Membership Corporation)

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

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

THE ESTATES AT SINGLETREE HOMEOWNERS ASSOCIATION, INC.

Third: *Purpose and Powers.* This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, presentation and architectural control of the residence lots and the Association property within all that certain property described in the Declaration of Covenants, Conditions and Restrictions made by Dillow at Singletree, L.L.C., recorded on August 3, 2003 among the Land Records of St. Mary's County, State of Maryland at **Liber E.W.A. No. 2076, Page 374,** as the same may be amended from time to time (hereinafter called the "Declaration"), and such additional property as may be subjected to the Declaration pursuant to its terms, and to promote the health, safety and welfare of the residents within the above described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose to:

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

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

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

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

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

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

Fourth: *Principal Place of Business/Resident Agent.* The post office address of the principal address of the Association in this State is 24425 Three Notch Road, P.O. Box 100, Hollywood, Maryland 20636. The name and post office address of the Resident Agent of the Association in this State is Bill D. McKissick, Jr., Esq., 22738 Maple Road, Suite 101, Lexington Park, Maryland 20653. Said Resident Agent is an individual actually residing in the State of Maryland.

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

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

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

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

Declarant but any (or all) of which shall be thereafter exercisable as assigned by the Declarant to any other person who is a Class B Member. This number shall be decreased by one (1) membership for each Class A membership existing at any time. The Class B membership shall cease and become converted to Class A membership upon the earlier to occur of the following: (i) upon the fifteenth anniversary date of this Declaration; (ii) the Declarant owns no Lots; or (iii) when, at such time as may be before the events specified in (i) and (ii) above, the Declarant, in its sole discretion so determines. From and after the happening of these events, whichever occurs first, the Class B Members shall become Class A Members entitled to cast one (1) vote for each Lot in which such members hold an interest. At such time, the Declarant shall call a meeting of the Members of the Association as provided in the Bylaws for special meetings to advise the membership of the termination of Class B status.

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

Mark Dillow
Mike Derby
Joanne Dillow

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

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

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

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

Eleventh: *Indemnification.* (1) As used in this Article Eleventh any word or words that are defined in Section 2-418 of the Corporations and Associations Article of the Annotated Code

of Maryland, as amended from time to time, (the "Indemnification Section"), shall have the same meaning as provided in the Indemnification Section. (2) The Corporation may, as determined by the Board of Directors of the Corporation, indemnity and advance expenses to a director, officer, employee or agent in connection with a proceeding to the extent permitted by and in accordance with the Indemnification Section.

Twelfth: *Terms.* Any capitalized term set forth in these Articles, unless otherwise defined herein, shall have the meaning set forth in the Declaration. In the event of a conflict between the terms set forth herein and the terms set forth in the Declaration, the Declaration shall control.

IN WITNESS WHEREOF, I have signed these Articles of Incorporation and have acknowledged the same to be my act this 28th day of August, 2003.

WITNESS:

Bill D. McKissick, Jr.

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[redacted]

LLOYDS REST HOMEOWNERS ASSOCIATION, INC.

LIBER 0010 FOLIO 058

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

September 26, 2003

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

Vendor/Declarant: **PATRICK DIEHL**
Address: 41130 Oakville Road
Mechanicsville, MD 20659
Ph: 301-373-8522

PRESIDENT
Patrick Diehl
41130 Oakville Road
Mechanicsville, MD 20659
301-373-8522

SECRETARY
Terri Dawn Diehl
41130 Oakville Road
Mechanicsville, MD 20659
301-373-8522

RECORDING FEE 30.00
TOTAL 30.00
Rcpt # 5902 RCPT # 58423
DWA FLC BLK # 5257
Sep 30, 2003 10:30 am

TREASURER
Patrick Diehl
41130 Oakville Road
Mechanicsville, MD 20659
301-373-8522

(2) The name of the Homeowners Association is: **LLOYDS REST HOMEOWNERS ASSOCIATION, INC.,** (a Maryland Non-Stock Corporation). The resident agent of the Homeowners Association is **Bill D. McKissick, Jr., Esq.**, Dugan, McKissick & Wood, LLC, 22738 Maple Road, Suite 101, Lexington Park, Maryland 20653. **Correspondence to the Association may be addressed c/o Patrick Diehl, 41130 Oakville Road, Mechanicsville, MD 20659**.

(3) The development is located in the Fifth Election district of St. Mary's County, and contains initially 85.86 acres more or less, and is more specifically described in the Declaration of Covenants, Conditions and Restrictions for Lloyds Rest Subdivision recorded among the Land Records of St. Mary's County, Maryland at Liber **E.W.A. No. 2117, Folio 322**, as amended, copies of which are attached. Said development consists of twenty (20) lots called and known " **Lloyds Rest Subdivision**". The development consists

LIBER 0010 FOLIO 059

The development consists of all of the land shown on the subdivision plat entitled " Lloyds Rest Standard Subdivision Record Plat & FCP Plan Lots 1 thru 21" recorded among the Land Records of St. Mary' s County, Maryland in Plat Book E.W.A 56, Page 31.

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

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

(6) The Declaration provides that the Declarant has reserved the right to annex additional property to the development, including by way of illustration and not limitation Lot 2 as shown on the aforesaid Plat, and it is currently unknown whether the Declarant will annex additional property into the Development as more specifically described in the Declaration.

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

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

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

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

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

(9) The anticipated mandatory fee for assessments to be paid by owners of lots within the development for the use, maintenance, and operation of common areas and other purposes related to the homeowners association will be One Hundred Twenty-Five ($125.00) 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 except as set forth in the Declaration. The assessments are to be paid on an annual basis. The procedures for increasing or decreasing the assessment, assessing late charges and interest, and whether said

assessments are personal obligations are contained in the Declaration of Covenants, Conditions and Restrictions. LIBER 3010 FOLIO 060

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

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

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

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

ATTEST

DECLARANT

Patrick A Diehl (SEAL)

PATRICK DIEHL

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

I HEREBY CERTIFY that on this 26th day of September, 2003, before me, the subscriber, a notary public in and for the aforesaid State and County, personally appeared PATRICK DIEHL, who is known to me (or satisfactorily proven) to be the person who signed the within instrument and acknowledged the aforegoing instrument to be his act.

AS WITNESS my hand and Notarial Seal.

Anne C. Lewis

Notary Public

My Commission expires: 08/01/05

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LIBER 0 1 0 FOLIO 0 6 1

INFORMAL ORGANIZATIONAL ACTION OF THE BOARD OF DIRECTORS OF LLOYDS REST HOMEOWNERS ASSOCIATION, INC.

September 26th, 2003

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

RESOLVED, that the Articles of Incorporation of this Corporation filed with the State Department of Assessments and Taxation on or about September 25, 2003, and filed herewith and incorporated by reference herein be and the same are hereby approved and accepted.

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

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

NAME	OFFICE
Patrick Diehl	**President**
Patrick Diehl	**Treasurer**
Terri Dawn Diehl	**Secretary**

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

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

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

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

RESOLVED, that the annual assessment for each Lot in the subdivision for the calendar years 2003 shall be One Hundred Twenty-Five ($125.00), said sum to be paid in advance on an annual basis for January 1 through December 31, in accordance with the Declaration.

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

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

BOARD OF DIRECTORS:

_____ (SEAL)
Patrick Diehl

_____ (SEAL)
Terri Dawn Diehl

_____ (SEAL)
David Edward Diehl

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BY-LAWS

LIBER 0010 FOLIO 063

OF

LLOYDS REST HOMEOWNERS ASSOCIATION, INC.

I. NAME AND LOCATION: The name of the Corporation is **LLOYDS REST HOMEOWNERS ASSOCIATION, INC.**, hereinafter referred to as the "Association". The principal office of the Corporation shall be located at: **41130 Oakville Road, Mechanicsville, MD 20659**, but meetings of members and Directors may be held at such places within the State of Maryland as may be designated by the Board of Directors.

II. DEFINITIONS. Unless otherwise set forth herein the words as used herein shall have the same definitions and meanings as set forth in the Declaration of Covenants, Conditions and Restrictions for the Lloyds Rest Subdivision dated September 22, 2003 and recorded on September 23, 2003 among the Land Records of St. Mary's County, Maryland at **Liber E.W.A. No. 2117, Folio 322** (the "Declaration"), and the same may be amended from time to time.

III. MEETING OF MEMBERS

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

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

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

4. QUORUM. The presence at the meeting of members entitled to cast, or of proxies entitle to cast twenty percent (20%) 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. If any action requires solely the vote of the Class B Members, then if a majority of the Class B Members are present in person or proxy, there shall be deemed to be a quorum of the Members to allow for such action.

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

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

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

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

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

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

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

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

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

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

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

VI MEETINGS OF DIRECTORS

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

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

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

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

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

VIII. OFFICERS AND THEIR DUTIES

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

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

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

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

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

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

(A) *President*: The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds, contracts, notes,

and other written instruments and shall have all the general powers and duties which are usually vested in the office of President of a corporation.

LIBER 0010 FOLIO 056

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

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

IX. CORPORATE SEAL. The Association shall have a seal in circular form having within its circumference the words: LLOYDS REST HOMEOWNERS ASSOCIATION, INC. - Corporate Seal - Maryland 2003.

X. AMENDMENTS

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

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

XI. MISCELLANEOUS

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

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

IN WITNESS WHEREOF, We, being all the organizational Directors of the LLOYDS REST HOMEOWNERS ASSOCIATION, INC., have hereunto set our hands and this 26 day of September, 2003.

LIBER 0010 FOLIO 067

Patrick A Diehl (SEAL)
PATRICK DIEHL

Terri Dawn Diehl (SEAL)
TERRI DAWN DIEHL

David Edward Diehl (SEAL)
DAVID EDWARD DIEHL

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Liber 10 Folio 062

ARTICLES OF INCORPORATION
LLOYDS REST HOMEOWNERS ASSOCIATION, INC.

(A Non-Stock, Membership Corporation)

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

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

LLOYDS REST HOMEOWNERS ASSOCIATION, INC.

Third: *Purpose and Powers.* This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance and presentation of property values and the Association property within all that certain property described in the Declaration of Covenants, Conditions and Restrictions made by Patrick Diehl, recorded on **September 23, 2003** among the Land Records of St. Mary's County, State of Maryland at **Liber E.W.A. No. 2117, Folio 322,** as the same may be amended from time to time (hereinafter called the "Declaration"), and such additional property as may be subjected to the Declaration, and to promote the health, safety and welfare of the residents within the above described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose to:

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

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

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

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

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

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

Fourth: *Principal Place of Business.* The post office address of the principal address of the Association in this State is 41130 Oakville Road, Mechanicsville, Maryland 20659.

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

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

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

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

Class B: The Class B Members shall be: (a) the Declarant; and (b) any successor, assignee, or designee of the Declarant who holds or takes title to a Lot or Lots and who is designated as such in a recorded instrument. The Class B Members shall be entitled to 14 votes all of which shall initially be exercised as determined by the Declarant but any (or all) of which

shall be thereafter exercisable as assigned by the Declarant to any other person who is a Class B Member.

LIBER 0 0 1 0 FOLIO 0 7 0

The voting rights of each Class of Members are as set forth in the Declaration.

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

Patrick Diehl
Terri Dawn Diehl
David Edward Diehl

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

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

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

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

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

LIBER 0 0 1 0 FOLIO 0 7 1

IN WITNESS WHEREOF, I have signed these Articles of Incorporation and have acknowledged the same to be my act this 23rd day of September, 2003.

WITNESS:

Bill D. McKissick, Jr.

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BY-LAWS
OF

BAY RIDGE SECTION FOUR HOMEOWNER'S ASSOCIATION, INC.

INT PD SUR $2 20.00
RECORDING FEE 20.00
TOTAL 40.00
Rept SM02 Rept # 83437
EMA KAL Blk # 830
Nov 05, 2003 03:12 PM

ARTICLE I
OFFICES

NAME AND LOCATION: The name of the Corporation is Bay Ridge Section Four Homeowner's Association, Inc., hereinafter referred to as the "Corporation". The principal office of the Corporation shall be located at Route 5, WJ Fitzgerald Building, Leonardtown, Maryland, 20650. The Corporation may have such other offices, either within or without the State of Maryland, as the stockholders may designate or the business of the Corporation may require from time to time.

RECORDING FEE 30.00
TOTAL 30.00
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EMA KAL Blk # 840
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ARTICLE II
BOARD OF DIRECTORS

SECTION 1: Board of Directors: The Corporation has elected in its Articles of Incorporation to have three (3) Board of Directors.

SECTION 2: General Powers: The property and business of the Corporation shall be managed under the direction of the stockholders of the Corporation.

ARTICLE III
STOCKHOLDERS

SECTION 1: Annual Meeting: An annual meeting of the stockholders shall be held in the month of October in each year, beginning with the year 2001, for the purpose of designating officers, and for the transaction of such other business as may come before the meeting.

SECTION 2: Special Meeting: Special meetings of the stockholders, for any purpose or purposes, unless otherwise prescribed by statute, may be called by the President and shall be called by the President upon the written request of the holders of not less than fifty percent (50%) of all outstanding shares of the Corporation entitled to vote at a meeting. Such request shall state the purpose or purposes of the meeting

Business transacted at all special meetings of stockholders shall be confined to the purpose or purposes stated in the notice of the meeting.

SECTION 3: Place of Meeting: The stockholders, by unanimous consent, may designate any place, either within or without the State of Maryland, unless otherwise prescribed by statute, as the place of meeting for any annual meeting or for any special meeting called by the stockholders.

A waiver of notice signed by all stockholders entitled to vote at a meeting may designate any place, either within or without the State of Maryland, unless otherwise prescribed by statute, as the place for the holding of such meeting. If no designation is made, or if a special meeting be otherwise called, the place of meeting shall be the principal office of the Corporation in the State of Maryland.

SECTION 4: Notice of Meeting: Written notice stating the place, day and hour for the annual meeting shall be delivered not less than ten (10) days not more than ninety (90) days before the date of the meeting either personally or by mail, by the direction of the President, or the Secretary, or the officer of persons calling the meeting, to each stockholder of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered to the stockholder at his address as it appears on the stock transfer books of the Corporation, with postage thereon prepaid. In the case of any special meeting, the notice shall also state briefly the purpose or purposes thereof.

SECTION 5: Closing of Transfer Books: Stock books of the Corporation shall be closed against transfers for a period of ten (10) days before the date of each annual meeting of the shareholders.

SECTION 6: Quorum: Except as otherwise required by statute or by the Articles of Incorporation, the presence of all of the outstanding shares of the Corporation entitled to vote, represented in person or proxy, shall be required in order for there to be a quorum at a meeting of stockholders, including meetings of the stockholders acting as directors if there are no directors, unless otherwise unanimously agreed upon by the stockholders. In the absence of a quorum, a majority of the shares so represented may adjourn the meeting from time to time without further notice. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified. The stockholders present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough stockholders to leave less than a quorum.

Stockholders may participate in a meeting by means of a telephone conference or similar communications equipment if all persons participating in the meeting can hear and speak to each other at the same time. Participation in a meeting by these means constitutes presence in person at a meeting. A stockholder attending such a meeting by telephone may not vote the proxy of another person at any such meeting.

SECTION 7: Manner of Acting: Any decision requiring stockholder approval, including but not limited to election of directors, if any, or actions by the stockholders in their capacity as directors if there are no directors, shall be made only upon the unanimous consent of all outstanding shares entitled to vote, unless otherwise unanimously agreed upon by the stockholders.

SECTION 8: Conduct of Meeting: Meetings of stockholders shall be presided over by the President of the Corporation or if he is not present, by a Vice-President, or, if none of said officers is present, by a chairman to be elected at the meeting. The Secretary of the Corporation, or if he is not present, any Assistant Secretary shall act as secretary of such meetings. In the absence of the

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Secretary and any Assistant Secretary, the presiding officer may appoint a person to act as Secretary of the meeting.

SECTION 9: Proxies: At all meetings of stockholders, a stockholder may vote by proxy executed in writing by the stockholder or by his duly authorized attorney in fact. Such proxy shall be filed with the Secretary of the Corporation before or at the time of the meeting.

SECTION 10: Voting of Shares: Each outstanding share entitled to vote shall be entitled to one (1) vote upon each matter submitted to a vote at a meeting of stockholders. Shares of its own stock belonging to a Corporation or held by it in a fiduciary capacity shall not be counted in determining the total number of outstanding shares at any given time.

SECTION 11: Informal Action by Stockholders: Unless otherwise provided by law, any action required to be taken at a meeting of the stockholders, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the stockholders entitled to vote with respect to the subject matter thereof.

ARTICLE IV
OFFICERS

SECTION 1: Number: The officers of the Corporation shall consist of a President, a Treasurer, a Secretary and such other officers, including one (1) or more Vice-President, as the stockholders may from time to time deem advisable. Any two or more offices may be held by the same person.

SECTION 2: Election of Officers: The officers of the Corporation shall be elected annually by the stockholders of the Corporation. Each officer shall hold office until his successor shall have been duly elected and shall have qualified or until his death or until he shall resign or shall have been removed in the manner hereinafter provided.

SECTION 3: Removal: Any officer or agent elected or appointed by the Board of Directors may be removed by the Board of Directors, if any, and if not, by the shareholders, whenever in their judgment the best interests of the Corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

SECTION 4: Vacancies: A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors, if the Corporation has a Board of Directors, and if not, by the stockholders of the Corporation, for the unexpired portion of the term of the officer.

SECTION 5: President: The President shall be the principal executive officer of the Corporation and subject to the control of the Board of Directors, and if there is no Board then the stockholders shall in general supervise and direct all of the business and affairs of the Corporation.

He shall, when present, preside at all meetings of the stockholders and of the Board of Directors, if there is a Board. He may sign, with the Secretary or any other proper officer of the Corporation, certificates for shares of the Corporation, any deeds, mortgages, bonds, contracts, or other instruments which the stockholders or Board of Directors have authorized to be executed; and in general shall perform all duties incident to the office of President and such duties as may be prescribed by the Board of Directors and, if there is no Board of Directors, then as prescribed by the stockholders from time to time.

SECTION 6: Vice President: The Vice President, if any, shall have the powers of the President in the event of the absence or incapacity of the President, or such other Presidential duties as assigned to him by the President.

SECTION 7: Treasurer: The Treasurer shall:

(a) Have charge and custody of and be responsible for all funds and securities of the Corporation from any source whatsoever, and deposit all such monies in the name of the Corporation in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of Article V of these By-Laws;

(b) Keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation;

(c) Disburse the funds of the Corporation as may be ordered by the stockholders, taking proper vouchers for such disbursements. He shall render to the President and the stockholders, whenever either of them so requests, an account of all his transactions as Treasurer and of the financial condition of the Corporation; and

(d) In general perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned by the President.

SECTION 8: Secretary. The Secretary shall:

(a) Keep the minutes of all meetings in one or more books provided for that purpose;

(b) See that all notices are duly given in accordance with these By-Laws or as required by law;

(c) Be custodian of the corporate records and of the seal of the Corporation and see that the seal is affixed to all documents, the execution of which on behalf of the Corporation is under its seal is duly authorized;

(d) Have general charge of the stock transfer books of the Corporation;

(e) Keep a register of the post office address of each stockholder and director, which shall be furnished to the Secretary by such stockholder or director; and

(f) In general perform all duties incident to the office of Secretary and such other duties as from time to time may be designated by the President.

SECTION 9: Term of Office: Each office shall hold office for a term of one (1) year or until a successor is chosen, subject to re-election annually.

SECTION 10: Salaries: The salaries of the officers shall be fixed from time to time by the Board of Directors of the Corporation. No officer shall be prevented from receiving such salary by reason of the fact that he is also a stockholder or director of the Corporation.

ARTICLE V
CONTRACTS, LOANS, CHECKS AND DEPOSITS

SECTION 1: Contracts: The Board of Directors may authorize any officer or officers to enter into any contract or execute and deliver any instrument in the name of the Corporation and such authority may be general or confined to specific instances.

SECTION 2: Loans: No loans shall be contracted on behalf of the Corporation and no evidences of indebtedness shall be issued in its name unless authorized by a unanimous resolution of the stockholders. Such authority may be general or confined to specific instances.

SECTION 3: Checks, Drafts, Etc.: All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation shall be signed by only one person who is an officer of the Corporation. An employee who is designated by the stockholders may write checks from a special checking account which may be established for petty cash for necessary business items costing not more than $50.00.

SECTION 4: Deposits: All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositaries as the stockholders may select.

ARTICLE VI
FISCAL YEAR

The fiscal year of the Corporation shall begin on the 1st day of January and end on the 31st day of December in each year unless otherwise established by resolution of the stockholders.

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ARTICLE VII
WAIVER OF NOTICE

Unless otherwise provided by law, whenever any notice is required to be given by any stockholder or directors of the Corporation under the provisions of these By-Laws or under the provisions of the Articles of Incorporation, a waiver thereof in writing, signed by the person entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE VIII
AMENDMENTS

These By-laws may be altered, amended or repealed and new By-Laws may be adopted by the unanimous vote of the stockholders at any annual stockholders meeting or at any special stockholders meeting.

ARTICLE IX
INDEMNIFICATION

SECTION 1: Indemnification Section: As used in this Article XI, any word or words that are defined in Section 2-418 of the Corporations and Associations Article of the Annotated Code of Maryland, as amended from time to time, (the "Indemnification Section") shall have the same meaning provided in the Indemnification Section.

SECTION 2: Indemnification of Directors and Officers: The Corporation shall indemnify and advance expenses to directors, attorneys, or officers of the Corporation in connection with a proceeding to the fullest extent permitted by and in accordance with the Indemnification Section.

SECTION 3: Indemnification of Employees and Agents: With respect to an employee or agent, other than a director or office of the Corporation, the Corporation may, as determined by the Board of Directors or the stockholders, indemnify and advance expenses to such employee or agent in connection with a proceeding to the extent permitted by and in accordance with the Indemnification Section.

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IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of the Corporation this 3rd day of NOV., 2003.

Eugene St. Clair

R. Courtney Good

Guy Curley

CERTIFICATION

I, Ed Curley, the undersigned, do hereby certify:

That I am the duly elected and acting Secretary of Bay Ridge Section Four Homeowner's Association, Inc.; and

That the foregoing By-Laws constitute the original By-Laws of said Corporation, as duly adopted at a meeting of the stockholders held on the 3rd day of NOV., 2003.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Corporation this 3rd day of Nov, 2003.

Secretary

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DECLARATION

OF COVENANTS, CONDITIONS AND RESTRICTIONS

OF

BAY RIDGE, SECTION FOUR HOMEOWNERS ASSOCIATION, INC.

INT TO SURVE 20.00
RECORDING FEE 75.00
TOTAL 95.00
Rest# SM02 Rcpt # 83437
EMA KAE Blk # 839
Nov 05, 2003 03:12 Pm

THIS DECLARATION, made on the date hereinafter set forth by Eugene N. St. Clair, Guy Curley and R. Courtney Good, Partners, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant are the owners of certain property in St. Mary's County Maryland, which is more particularly described as Bay Ridge, Section Four, St. Mary's County Maryland as recorded in Plat Liber 55, folio 123, in the Plat Records of St. Mary's County, Maryland.

NOW THEREFORE, Declarant hereby declare that all of the properties described above shall be held, sold and conveyed subject 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.

RECORDING FEE 50.00
TOTAL 50.00
Rest# SM02 Rcpt # 83437
EMA KAE Blk # 841
Nov 05, 2003 03:20 Pm

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to the Bay Ridge, Section Four 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 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 the improvements thereto) owned by the Association for the common use and enjoyment of the

Owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described in the subdivision plat as attached hereto as Exhibit B and recorded among the plat records of St. Mary's County, Maryland at Liber 55 folio 123 and made part hereof by reference.

Section 5. "Architectural Control Committee" shall mean a committee of the association set up in accordance with Article V herein to ensure that buildings and structures built on the property shall meet adequate standards of design and appearance.

Section 6: "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 Areas.

Section 7. "Declarant" shall mean and refer to BAY RIDGE, SECTION FOUR. HOMEOWNERS ASSOCIATION, INC., their successors and assigns if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

ARTICLE II

BAY RIDGE SECTION FOUR, HOMEOWNERS ASSOCIATION , INC.

Section 1. Establishment of the Association. After the recording of this document, the BAY RIDGE, SECTION FOUR, HOMEOWNERS ASSOCIATION, INC., (hereafter 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 set forth in the Articles of Incorporation of the 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 (2) 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 (1) 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 (1) vote be cast with respect to any Lot.

Class B: Class B member(s) shall be the Declarant (as defined in the Declaration),

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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 **December 31, 2006;**

ARTICLE III

PROPERTY RIGHT IN THE COMMON AREA

Section 1. Owner's Easement of Enjoyment. Every owner shall have a right of 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 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 subject to such conditions as may be agreed to by the members, with the understanding that no 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, high rights of enjoyment to the Common Area and facilities to the members of his family, 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.

ARTICLE IV

COVENANTS FOR MAINTENANCE ASSESSMENTS BY THE ASSOCIATION

Section 1. Creations of the Lien and Personal Obligation of the 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 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, costs, and reasonable attorney's fees, shall be a continuing lien upon the property against which each such assessment is made and shall be imposed and enforced in accordance with applicable law for the imposition and enforcement of such obligation. 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 as 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 residences in the Properties and of the homes situated upon the Properties, including but not limited to costs involved in the enforcement of the Covenants, Conditions and Restriction, and for the improvement and maintenance of the Common Area.

Section 3. Maximum Annual Assessment. There shall be no annual assessment created by this document. Upon majority vote of the membership an annual assessment may be set. In no case shall the annual assessment exceed One Hundred Fifty ($150.00) Dollars.

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 fifteen percent (15%) above the maximum assessment for the previous year without a vote of 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 fifteen percent (15%) by a vote of two-thirds (2/3) of each class of members. At least 60% of those members eligible to vote must be present.

c) The Board of Directors may fix an 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 my levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the

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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 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 of Quorum for any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking action authorized under Section 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 forty percent (40%) 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 requirements, and the required quorum at the subsequent meetings shall be one-half (½) 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 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 office 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 assessment on a Lot is binding upon the Association as to the status of assessment on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Affect 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 of fifteen percent (15%) per annum. The By-Laws may provide for

a late charge of Fifteen Dollars ($15.00) or one-tenth (1/10) of an installment or assessment, whichever is greater provided it only applies once to each installment and is only imposed if the delinquency has continued for at least fifty (50) days. The Association may bring an action of law against the Owner personally obligated to pay the same without waiving the placement of a lien on the property of the delinquent member. 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 or such assessments as to payments which shall become 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

ARCHITECTURAL CONTROL

Section 1. No building, fence, wall or other structure (including but not limited to, antennas) shall be commenced, erected, or maintained upon the 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 (both submission and approval of action shall be via "certified mail-return receipt requested", or if hand delivered, acknowledgment of receipt must be 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) representatives appointed by the Class B membership. At such time as the Class B membership expires, the Board shall be appointed by the Board of Directors. In the even said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specification 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

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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. The provisions of this Article V shall not apply to construction by the Declarant, its heirs and assigns. No improvements, alterations, repairs, change of paint colors, excavations, changes in grade or other work which in any way alter the exterior of any property or the state existing on the date such property 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 VI

USE OF PROPERTY

Section 1. Protective Covenants. The following covenants shall apply:

(a) All property designated for residential use shall be used, improved and devoted exclusively to residential use. (each living unit shall be occupied solely and exclusively by a single individual or by a single family unit). Nothing herein shall be deemed to prevent Owner from leasing a Living Unite subject to all the provisions of the Declaration.

(b) No boats or cradles, trailers, motor homes, or other items may be parked in streets, driveways, or yard, unless the area shall be adequately screened from nearby residences for such parking.

(c) 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.

(d) No Lot shall be further subdivided or separated into smaller Lots by any Owner, 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 provided that this shall not prohibit deeds of correction, deeds to resolve boundary disputes, and similar corrective instruments. This shall not apply to any actions by the Declarant concerning the realignment or restructuring of the boundaries of any lots stilled owned by him.

(e) Other Restrictions. 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 regular animals, antennas, signs, storage and use of recreational vehicles, storage

and use of machinery, use of outdoor dying lines, trash containers, planting, maintenance and removal of vegetation on the Properties.

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

Section 2. Maintenance of Property. 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 together appropriate external care) of all buildings and other improvements all in a manner 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 and 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. Utility Easements. There is hereby created a blanket easement upon, across, over, through and under the above-described property for ingress, egress installation, replacement, repair and maintenance of all utility and service lines and systems including, but not limited to, water, sewers, gas, telephones. electricity, television, cable or communication lines and system. By virtue of this easement it shall be expressly permissible for the Declarant or the providing utility or serve Company with the approval of the Declarant, to 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, exterior walls of improvements thereon, providing such disturbed areas are restored to the conditions in which they were found.

Section 4. Easement to Correct Drainage. For a period of five (5) years from the date of conveyance of the first Lot, 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

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buses, or shrubbery, made any grading of 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 on the part of the Declarant to perform such maintenance or corrections referred to herein.

ARTICLE VII

GENERAL PROVISIONS

Section 1. ENFORCEMENT: The Declarant, 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 Declarant 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 or any Owner shall be entitled to recover fees and 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 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 or Common Area may be annexed to the Properties with the consent of Declarant and two-thirds (2/3) of the Owners.

Section 5. FHA/VA APPROVAL: As long as there is a Class B membership, the

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following actions will require the prior approval of the Federal Housing Administration or the Veteran's 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, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 3rd day of November, 2003.

EUGENE ST. CLAIR

R. COURTNEY GOOD

GUY CURLEY

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

I HEREBY CERTIFY, that on this 3rd day of November, 2003, before me, the subscriber, a Notary Public in and for the state and county aforesaid, personally appeared EUGENE N. ST. CLAIR, R. COURTNEY GOOD and GUY CURLEY, who made oath in due form of law that the matters and facts set forth in the foregoing document are true and correct to the best of their knowledge, information and belief, and further acknowledged same to be their free and voluntary act.

Notary Public

My Commission Expires: 7/1/04

PORTO BELLO ESTATES HOMEOWNERS' ASSOCIATION, INC.
ARTICLES OF AMENDMENT

LIBER 0010 FOLIO 089

Porto Bello Estates Homeowners' Association, Inc., a Maryland non-stock, membership corporation, having its principal office at 22738 Maple Road, Suite 101, Lexington Park, Maryland 20653 (hereinafter referred to as the "Corporation"), hereby certifies to the State Department of Assessments and Taxation of Maryland (the "Department") that:

RECORDING FEE 10.00
TOTAL 10.00
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Nov 13, 2003 03:10 PM

FIRST: The Charter of the Corporation is hereby amended by striking in their entirety Articles SIXTH and by substituting in lieu thereof the following:

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

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

Class B: *The Class B Members shall be: (a) the Declarant; and (b) any successor, assignee, or designee of the Declarant who holds or takes title to a Lot or Lots and who is designated as such in a recorded instrument. The Class B Members shall be entitled to three votes per Lot for each Lot owned by the Declarant now or hereafter by Annexation, all of which shall initially be exercised as determined by the Declarant but any (or all) of which shall be thereafter exercisable as assigned by the Declarant to any other person who is a Class B Member. The Class B membership shall cease and become converted to Class A membership upon the earlier to occur of the following: (i) upon the fifteenth anniversary date of this Declaration; (ii) (ii) 180 days after the Declarant has conveyed all of the Lots subject to the Declaration, and is no longer an owner of any Lot;; or (iii) when, at such time as may be before the events specified in (i) and (ii) above, the Declarant, in the Declarant's sole discretion so determines.*

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

SECOND: By written informal action, unanimously taken by the Board of Directors of the Corporation, pursuant to and in accordance with Section 2-408(c) of the Corporations and Associations Article of the Annotated Code of Maryland, the Board of Directors of the Corporation duly advised the foregoing amendments and by written informal action unanimously taken by the Class B members of the Corporation in accordance with Sections 2-505, 5-202 and of the Corporations and Associations Article of the Annotated Code of Maryland, and Article Tenth of the Articles of Incorporation of the Corporation the Class B members of the Corporation duly approved said amendment.

IN WITNESS WHEREOF, PORTO BELLO ESTATES HOMEOWNERS' ASSOCIATION, INC. has caused these presents to be signed in its name and on its behalf by its President and its corporate seal to be hereunder affixed and attested by its Secretary on this 21st day of October, 2003, and its President acknowledges that these Articles of Amendment are the act and deed of PORTO BELLO ESTATES HOMEOWNERS' ASSOCIATION, INC. and, under the penalties of perjury, that the matters and facts set forth herein with respect to authorization and approval are true in all material respects to the best of his knowledge, information and belief.

ATTEST:

Christine Morgan Sec.
Christine Morgan, Secretary

PORTO BELLO ESTATES HOMEOWNERS' ASSOCIATION, INC.

By: _____
Casimir Szlendak, President

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10/07/03 4:25:00 AM

LIBER 0010 FOLIO 091

CHESTNUT HILLS HOMEOWNERS ASSOCIATION, INC.

(A Non-Profit, Non-Stock Corporation)

AMENDMENT TO DISCLOSURES PURSUANT TO THE MARYLAND HOMEOWNERS ASSOCIATION ACT

1 December 2003

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

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

President:	**Peter M. Nelson** **Deer Wood Park Drive** **P.O. Box 363** **Great Mills, Maryland 20634**
Vice-President:	**Scott Hepp** **Deer Wood Park Drive** **P.O. Box 363** **Great Mills, Maryland 20634**
Treasurer:	**Steven M. Dallaire** **Deer Wood Park Drive** **P.O. Box 363** **Great Mills, Maryland 20634**
Secretary:	**James Hoey** **Deer Wood Park Drive** **P.O. Box 363** **Great Mills, Maryland 20634**
Board Member:	**Andy Connolly** **Deer Wood Park Drive** **P.O. Box 363** **Great Mills, Maryland 20634**

RECORDING FEE 10.00
TOTAL 10.00
RECEIPT # 63059
CASH CHG BULK # 1371
Dec 03, 2003 12:13 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) 362-3764; facsimile: (301) 862-3789.**

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

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

ATTEST:

DECLARANT:
CHESTNUT HILLS HOMEOWNERS ASSOCIATION, INC.

Maria Arlene C. Katzenbach By: Peter M. Nelson (SEAL)
PETER M. NELSON,
President

STATE OF MARYLAND
COUNTY OF ST. MARY'S,

I HEREBY CERTIFY, that on this 4TH day of December, 2003, before me, the subscriber, a Notary Public for the State and County, personally appeared PETER M. NELSON in his capacity as President of Chestnut Hills Homeowners Associations, Inc., known to me or satisfactorily proven to me to be the person executing the foregoing instrument, and said person acknowledged the foregoing instrument to be the act of said person.

AS WITNESS my hand and Notarial Seal.

Maria Arlene C. Katzenbach
NOTARY PUBLIC
My Commission Expires: AUG. 20, 2007

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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

LIBER 0010 FOLIO 093

VILLAGES AT LEONARDTOWN SUBDIVISION

HOMEOWNERS ASSOCIATION DEPOSITORY INFORMATION

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

The Villages at Leonardtown, L.L.C.
c/o C.R. Bailey, Jr.
3150 West Ward Road, Suite 401
Dunkirk, Maryland 20754

(b) If the Declarant is a corporation or partnership, list the names and addresses of the principal officers of the corporation, or the general partners of the partnership (as the case may be):

The Declarant is a Maryland limited liability company (L.L.C.).
The General Manager of the LLC is:
C. R. Bailey, Jr.
3150 West Ward Road, Suite 401
Dunkirk, Maryland 20754

2. The name of the Homeowners Association is:

VILLAGES AT LEONARDTOWN HOMEOWNERS ASSOCIATION, INC.

If incorporated, the Homeowners Association was incorporated in the State of Maryland. The name of the Maryland resident agent for the Homeowners Association is: C. R. Bailey, Jr.

3. The Development is located at: Intersection of Maryland Route 5 and Maryland Route 234, Leonardtown, Maryland (St. Mary's County)
The Development consists of 88 lots. The minimum number of lots which may be contained within the Development are 88. The maximum number of lots which may be contained within the Development are 88.

4. The Declarant owns the following property which is contiguous to the Development and is to be dedicated to public use: NONE

5. State whether the Development is, or will be, within, or a part of, another development: NO
If the answer is yes, give a general description of that other development:

_____
_____
_____

6. State whether the Declarant has reserved the right to annex additional property to the Development YES. If the answer is yes, give a description of the size and location of the additional property and the approximate number of lots currently planned to be contained in the Development, as well as any time limits within which the Declarant may annex such property:

All of the additional property reserved by the Declarant for annexation has now been annexed to the Development. See Amendment to Declaration of Covenants, Conditions and Restrictions dated June 20, 2003, and recorded in Liber EWA No. 2062, folio 70, one of the Land Records of St. Mary's County, Maryland.

7. Attach a copy of the Bylaws and Rules of the Development. If the Development is, or will be, within, or a part of, another development, also attach a copy of the Bylaws and Rules of the other development. The obligations set forth in the Bylaws and Rules of the Development (and, if the Development is, or will be, within, or a part of, another development, the obligations set forth in the

Bylaws and Rules of the other development) will become the obligations of, and will be enforceable against, the owner of a lot in the Development. State whether these obligations are also intended to become the obligations of, and enforceable against, the tenants of any owner of a lot in the Development: YES.

8. (a) The Homeowners Association is now, or is expected to be, the owner of the common area described in the Declaration. In addition, the Homeowners Association is now, or is expected to be, the owner of the following property: NONE.

(b) The Homeowners Association leases now, or is expected to be the lessee of, the following property: NONE.

(c) The following property is not now owned or leased by the Homeowners Association, nor is the Homeowners Association expected to own or lease the following property, but it is maintained by the Homeowners Association:

Certain sign easement areas or easements for entrance features may be deemed to be Common Area as per Article I(b)(2) of the Declaration of Covenants, Conditions and Restrictions dated August 8, 2002, and recorded in Liber EWA No. 1840, folio 235, one of the Land Records of St. Mary's County, Maryland (the "Declaration of Covenants").

9. Information regarding the zoning and other land use requirements affecting the Development is available at the Office of Planning and Zoning for St. Mary's County, Maryland, whose address is: Leonardtown, Maryland 20650.

10. (a) If mandatory Homeowners Association fees or assessments are not now being levied, state when they will first be levied against owners of lots:

See Article VI, Section III and Section VII of the Declaration of Covenants.

(b) Provide a description of the procedure for increasing or decreasing such fees or assessments:

See ArticleVI of the Declaration of Covenants.

(c) Provide a description of how fees or assessments and delinquent charges will be collected:

See Article VI of the Declaration of Covenants.

(e) State whether unpaid fees or assessments bear interest: YES . If they do, state the rate of interest: 12%.

(f) State whether unpaid fees or assessments may be enforced by imposing a lien on a lot under the terms of the Maryland Contract Lien Act (§14-201, *et seq.* of the Real Property Article of the Annotated Code of Maryland): YES.

(g) State whether lot owners will be assessed late charges or attorneys' fees for collecting unpaid fees or assessments and describe any other consequences for the non-payment of fees or assessments:

Per Article VI of the Declaration of Covenants, attorneys' fees may be assessed for collecting unpaid fees or assessments. For other consequences, see Article V, Section I of the Declaration of Covenants.

11. The following is a description of special rights or exemptions reserved by, or for, the Declarant, including (a) the right to conduct construction activities within the Development, (b) the right to pay a reduced Homeowners Association fee or assessment, (c) exemptions from use restrictions, and (d) architectural control provisions contained in the Declaration or provisions by which the Declarant intends to maintain control over the Homeowners Association:

Article VI, Section II of the Declaration of Covenants authorizes the Declarant to pay reduced Homeowners Association fees or assessments.

Article III, Section II of the Declaration of Covenants allows the Declarant to maintain certain control over the Homeowners Association for a period of time.

12. Provide the name, address, and telephone number of the management agent of the Homeowners Association (or other officer or agent authorized by the Homeowners Association to provide members of the public the information regarding the Homeowners Association) or state that no such agent (or officer) is presently so authorized:

The initial and current President of the Homeowners Association is C. R. Bailey, Jr., 3150 West Ward Road, Suite 401, Dunkirk, Maryland 20754 (Tel: 3011-855-3828).

13. Attachments (Mark if attached)

Declaration of Covenants X
Articles of Incorporation for Homeowners' Association X
Bylaws of Homeowners' Association X
Regulations_____
Bylaws and Regulations of any other development of which the Development is or will be a part: _____
Amendment to Declaration of Covenants X

VILLAGES AT LEONARDTOWN
HOMEOWNERS ASSOCIATION, INC.

By: _____
C. R. BAILEY, JR.
PRESIDENT

Rec. 75.00
SC 5.00
$ 20.00

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

"VILLAGES AT LEONARDTOWN"

THIS DELARATION OF COVENANTS CONDITIONS AND RESTRICTIONS (this "Declaration"), dated this 8th day of August, 2002, by THE VILLAGES AT LEONARDTOWN, L.L.C., a Maryland limited liability company, (hereinafter sometimes referred to as the "Declarant").

RECITALS

A. The Declarant is the owner of those parcels of land in the Third Election District of St. Mary's County, Maryland which are more particularly described on Exhibit A attached hereto and made a part hereof (collectively the "Property").

B. Although the Declarant shall have the absolute right to acquire and subdivide additional lands, from time to time as hereinafter provided, and to subject such additional lands to the operation and effect of this Declaration, it shall be under no obligation to do so.

C. The Declarant desires to subject the Property to the covenants, conditions, assessments and restrictions set forth herein for the purpose of protecting the value and desirability of the Property and the Lots, and for the purpose of distributing among the Lot Owners the cost of maintaining and operating any Common Areas, and any improvements constructed thereon.

IMP TO SCALE $ 5.00
RECORDING FEE $ 75.00
TOTAL $ 80.00
Rec'd Smdl $ 80.00
EWA 54 ILC $ 0.00
Aug 30, 2002 02:07 PM

ARTICLE I

DEFINITIONS

(a) "Association" means Villages at Leonardtown Homeowners Association, Inc.

(b) "Common Area" or "Common Areas" refers to and includes the following:

(1) Those areas of the Property which are designated as "Outparcel A", "Parcel A" and "Parcel B" on a plat entitled "Standard Subdivision Plat, Outparcel A, Parcels A, B, C & D, VILLAGES AT LEONARDTOWN", which plat is recorded in Liber EWA No. 54, folio 47, page 5 of 5, one of the Plat Records of St. Mary's County, Maryland.

(2) Any sign easement areas or easements for entrance features which are established at the intersection of Maryland State Route 234 and Mitchell Drive, the use and benefit of which are transferred and assigned to the Association, shall be deemed to be Common Areas.

(c) "Villages at Leonardtown Subdivision" refers collectively to all land which is at any time subjected to this Declaration pursuant to Article II hereof and shown on Record Plats of Villages at Leonardtown.

(d) "Designated Additional Land" refers to that tract or parcel

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of land which is described on Exhibit B attached hereto and made a part hereof.

(e) "Declarant" means The Villages at Leonardtown, L.L.C., and any successors or assigns thereof to who it shall convey or otherwise transfer all of the rights, title and interest in the Property then owned by it, and/or to whom it shall expressly transfer, and assign all of its rights, title and interest under this Declaration, or any amendment or modification hereto.

(f) "Lot" means and refers to any residential estate site or building lot (shown on the Record Plats of Villages at Leonardtown Subdivision) or portions thereof, which is a part of the Property and on which a residential dwelling may be erected in conformance with the provisions of this Declaration.

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

(h) "Property" initially means all of the land which is collectively described in paragraph A of the Recitals to this Declaration. The term "Property" shall also refer to and include any and all lands which are hereafter subjected to this Declaration and incorporated in the Villages at Leonardtown Subdivision pursuant to Article II hereof.

(i) "Record Plats of Villages at Leonardtown Subdivision" or "Subdivision Plats" refers to any subdivision plat of any land which is at any time made subject to this Declaration and which has been properly recorded among the Land or Plat Records of St. Mary's County, Maryland. Initially the only Record Plats of Villages at Leonardtown Subdivision are those which are referenced in Exhibit A to this Declaration.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS THERETO

SECTION I

All of the Lots which are described in Exhibit A to this Declaration shall be held, occupied, transferred, sold and conveyed subject to this Declaration.

SECTION II

Additional lands ("Property") may be subjected to this Declaration and incorporated as a part of Villages at Leonardtown Subdivision in the following manner:

A. The Declarant, its successors and assigns, shall have the absolute right, for a period of fifteen (15) years from the date of this Declaration, to subject to the operation and effect of this Declaration, and to incorporate as a part of the Villages at Leonardtown Subdivision, such portion or portions of the Designated Additional Land as it, in its absolute discretion, may deem appropriate. Such additional lands may consist of Lots, Common Areas or acreage.

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The additions authorized under this, Section II A, shall be made by recording among the Land Records of St. Mary's County, Maryland, a supplement or amendment to this Declaration which needs to be executed only by the Declarant and the owner of such additional land (if the Declarant is not the owner thereof); which supplemental or amended Declaration shall describe the additional land to be annexed and state that it shall be subject to this Declaration. The additions authorized by this, Section II A, shall not require the approval of the Association or any Owner.

B. Upon the written approval of the Association after the Association has obtained the assent of the holders of two-thirds (2/3) of the votes of each class of members present in person or by proxy at the meeting at which the vote is taken, the owner of any land who desires to subject such land to the operation and effect of this Declaration may do so by recording among the aforesaid Land Records a supplement or amendment to this Declaration describing the additional land to be annexed and stating that it is subject to this Declaration.

C. Any such supplement or amendment to this Declaration, as provided in paragraphs A and B above, may contain such complementary additions and modifications of the covenants, conditions and restrictions contained herein as may be necessary or appropriate to reflect the different character, if any, of the added Property, provided that they are not inconsistent with this Declaration. In no event shall any supplement or amendment to this Declaration revoke, modify or add to the covenants, conditions and restrictions established by this Declaration insofar as they pertain to the Property as the same exists prior to such supplement or amendment.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

SECTION I

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

SECTION II

The Association shall have two classes of voting membership:

CLASS A. Except for the Declarant (which shall initially be a Class B member), the Class A members shall be all of the Owners of the Lots. Each Class A Member shall be entitled to one vote per Lot, for each Lot owned by it, in all proceedings in which action shall be taken by members of the Association. The Declarant shall not be a Class A member so long as it is a Class B member.

CLASS B. The Class B member shall be the Declarant. The Class B member shall be entitled to cast three (3) votes per Lot for each Lot owned by it at any given time (including additional Lots which may be hereafter subjected to this Declaration), in all proceedings in which action shall be taken by members of the Association:

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

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

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Association equals or exceeds the total number of votes entitled to be cast by the Class B member of the Association.

ARTICLE IV

COMMON AREAS

SECTION I

The Declarant shall grant and convey the Common Areas to the Association, and the latter shall take and accept same from the Declarant not later than the date on which all of the Lots shown on the Subdivision Plats are conveyed to Owners.

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

(a) The reservation to the Declarant, its successors and assigns, to the beds, in fee, of all streets shown on the Subdivision Plats which include any part of the Common Areas so conveyed.

(b) The reservation to the Declarant, its successors and assigns, of the right to lay, install, construct and maintain, on, over, under, or in any portion of any Common Area, pipes, drains, mains, conduits, lines and other facilities for water, storm sewer, sanitary sewer, gas, electric, telephone and other public utilities or quasi-public utilities deemed necessary or advisable to provide service to any Lot now or hereafter laid out or established on the Property, or the area in which the same is located, together with the right and privilege of entering upon the Common Areas for such purposes and making openings and excavations therein.

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

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

SECTION II

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

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SECTION III

No noxious or offensive activity shall be carried on upon any Common Area nor shall anything be done thereon which will become an annoyance or nuisance to the neighborhood.

SECTION IV

The Association shall improve, develop, supervise, manage, operate, examine, inspect, care for, repair, replace, restore and maintain the Common Areas as from time to time improved, together with any items of personal property placed or installed thereon (including, specifically, any community signs which may be erected at the entrance of Mitchell Drive), all at its own cost and expense. It shall also be the responsibility of the Association to repair, maintain and replace, if necessary, any stormwater management devices, structures or facilities which are erected or placed on any Common Area.

SECTION V

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

ARTICLE V

PROPERTY RIGHTS IN THE COMMON AREAS

SECTION I

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

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

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SECTION II

Any Owner may delegate, in accordance with the By-Laws of the Association, its right to the use and enjoyment of the Common Areas, and any facilities thereon, to the members of its family, its tenants, or to contract purchasers who reside on its Lot.

SECTION III

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

SECTION IV

The rights, privileges and easements of the Owners are at all times subject to the right of the Association to dedicate or transfer all or any part of any Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed upon by the Association; provided, however, that no such dedication or transfer shall be effective unless approved by three-fourths (3/4) vote of each class of members of the Association voting in person or by proxy at a meeting called for such purpose, and the same shall have been consented to by the agency, authority or utility accepting the dedication or transfer.

ARTICLE VI

COVENANT FOR ASSESSMENT

SECTION I

The Declarant, for each Lot owned by it within the Property, from time to time, hereby covenants, and each Owner, by acceptance of a deed hereafter conveying any such Lot to it, whether or not so expressed in the deed or other conveyance, shall be deemed to have covenanted and agreed to pay the Association (i) annual assessments or charges; and (ii) special assessments and charges to be established and collected as hereinafter provided. The annual and special assessments or charges, together with interest at the rate of twelve percent (12%) per annum accruing as aforesaid, and costs and reasonable attorney's fees incurred or expended by the Association in the collection thereof, shall constitute a lien against the Lots to which they apply and shall also be the personal obligation of the Owner of the Lot. The personal obligation for any delinquent assessment or charge, together with interest, costs and reasonable attorney's fees, however, shall not pass to the Owner's successors in title, unless expressly assumed by them.

SECTION II

The assessments and charges levied by the Association shall be used exclusively for promoting the recreation, health, safety and welfare of its members, for the improvement, operation and maintenance of the Common Areas, including, but not limited to, the payment of taxes and insurance thereon, and in connection with the enforcement of this Declaration.

SECTION III

Until December 31st of the year in which the Common Areas are conveyed to the Association, the annual assessment shall be One Hundred Fifty ($150.00) Dollars per Lot

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which shall be the maximum assessment for that year. Thereafter, the maximum permissible annual assessment shall increase each year by five percent (5%) of the maximum permissible annual assessment for the previous year without the necessity of a vote of the membership of the Association. The maximum permissible annual assessment may be increased above the five percent (5%) limitation specified in the preceding sentence only by a vote of two-thirds (2/3) of each class of members of the Association, voting in person or by proxy, at a meeting called for such purpose.

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

Notwithstanding anything elsewhere set forth herein, the annual assessments or charges made or levied against any Lot of which the Declarant is the Owner on January 1st of the year to which the assessment pertains, shall equal fifteen percent (15%) of the annual assessment or charge made or levied against any other Lot on the Property, it being intended that the Declarant shall not pay more than fifteen percent (15%) of the per Lot annual assessment established by the Association under this section.

SECTION IV

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

SECTION V

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

SECTION VI

Written notice of any meetings of members of the Association called for the purpose of taking any action authorized under Sections III or IV of this Article shall be sent to all members not less than thirty (30) days, nor more than sixty (60) days, in advance of the meeting. At such meeting, the presence of members, or of proxies, entitled to cast seventy-five percent (75%) of all of the votes of each class of members entitled to be cast at the meeting shall be necessary and sufficient to constitute a quorum.

SECTION VII

The annual assessments shall commence on the first day of the month following the conveyance of a Lot to an Owner other than the Declarant. The first annual assessment shall be made for the balance of the calendar year and shall become due and payable on the dated fixed for the commencement thereof. The amount of the assessment for the first year shall be an amount which bears the same relationship to the annual assessment provided for in the first sentence of Section III of this Article as the remaining number of months in that calendar year bears to twelve.

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

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The due date for any special assessment levied under Section IV shall be fixed in the resolution authorizing the special assessment, provided, however, that such due date shall be at least 45 days after the date of such resolution.

SECTION VIII

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

If an annual or special assessment is not paid on the due date, the assessment shall be delinquent and shall bear interest from date of delinquency at the rate of twelve percent (12%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, or may foreclose the lien against the Lot for such assessment, and there shall be added to the amount of such assessment the reasonable costs of preparing and filing the action, and in the event that judgment is obtained, such judgment shall include interest on the assessment as above provided and reasonable attorney's fees to be fixed by the Court together with the costs of the action. Each Owner of a Lot shall by accepting title thereto be deemed to have assented to the passage of a decree for the foreclosure of any lien upon its Lot which results from its failure to pay an assessment on the due date thereof.

SECTION IX

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

No Owner may waive or otherwise escape liability from the assessments provided for herein by non-use of the Common Areas or abandonment of its Lot.

ARTICLE VI

REPAIR, MAINTENANCE AND USE OF LOTS

SECTION I

No improvements of any character (referred to in this Article VI as "Improvement" or "Improvements") shall be erected and none begun, nor any change made in the exterior design of such Improvements after the original construction has begun on any Lot unless and until the cost, type and size thereof; materials to be used in construction; exterior color scheme; exterior lighting; plans, specifications and details thereof, and Lot plans, showing the proposed location of all Improvements upon the Lot; final Lot grades; and details of the driveway shall have been approved in writing by the Declarant and copies of said plans, specifications, and details shall have been lodged permanently with the Declarant. Lot plans submitted to the Declarant shall have a scale of not less than 1-inch for every 20-feet, elevations shall be on a scale of not less than 1/4 - inch for each foot; and floor plans, etc., shall have a scale of not less than 1/4-inch for each foot. Improvements as used herein is intended to mean the Improvements of every kind and character which shall be placed upon a Lot, or in any appurtenant waterways. Plans may be disapproved by the Declarant for any reason, including purely aesthetic reasons.

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SECTION II

The Declarant expressly reserves unto itself the sole and exclusive right to establish grades and slopes on all Lots and to fix the grade at which any dwelling or other Improvement shall hereafter be erected or placed thereon so that the same shall conform to a general plan, subject only to compliance with the regulations of public authorities having control thereof.

(a) It shall be the responsibility of each Lot Owner to control its own storm water.

SECTION III

No residential structure shall be erected or placed on any Lot which does not include a garage under such dwelling, or a closed garage attached to such dwelling or connected thereto by a breezeway.

(a) The exterior of every structure or Improvement which has been approved by the Declarant for erection or placement on a Lot must be completed within one (1) year of the date on which the construction thereof commenced. In the event that construction of an Improvement is not commenced within six (6) months after approval of the plans and specifications therefor by the Declarant, such plans and specifications shall be resubmitted for approval and shall be subject to complete reconsideration by the Declarant.

SECTION IV

No tree lying outside of the approved building and driveway areas on a Lot having a diameter of more than four inches measured two feet above ground level shall be removed without the approval of the Declarant.

SECTION V

No offensive trade or activity shall be carried on upon any Lot, nor shall anything be done thereon, or in any appurtenant waterways, which may be or become an annoyance or nuisance to the neighborhood. There is to be no work on, dismantling or repairing of any type of vehicle in front of any dwelling located on any Lot.

SECTION VI

No tent, temporary structure, or construction trailer of any kind may be erected on or moved to any Lot without the prior written approval of the Declarant, except a contractor's shed or trailer which is to be used only during construction of the permanent Improvements upon the Lot, and such contractor's shed or trailer shall be removed upon the completion of such permanent Improvements.

SECTION VII

Except as otherwise herein provided, no inoperable vehicles or other vehicles on which current registration plates are not displayed, vehicles which exceed twenty-five (25) feet in length and/or vehicles which have three (3) or more axles, trailers, house trailers, or other similar vehicles, machinery or equipment of any kind or character (except for such equipment and machinery as may be reasonable, customary and usual in connection with the use and/or maintenance of any dwelling and except for such equipment and machinery as the Association may require in connection with the maintenance and operation of the Common Areas) shall be kept upon any part of the Property; nor shall the repair or extraordinary maintenance of motor vehicles be carried out on any part of the Property. Notwithstanding the foregoing, boats on trailers, campers, Winnebagos or other similar recreational vehicles

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may be permitted on a Lot provided that the Lot Owner first obtains the approval of the Declarant. Any such approval by the Declarant may be subject to conditions, including, but not limited to, conditions which are designed to ensure that such recreational vehicles are adequately screened from the view of neighboring properties and nearby roadways.

SECTION VIII

No use of licensed or unlicensed motorcycles, motor scooters, motor bikes, mini-bikes, go-carts, four wheelers, and other types of motor powered vehicles shall be permitted upon any Lot or any part of the Property at any time.

SECTION IX

The discharge of any type of firearm, and all types of hunting (including with bow and arrow) and trapping shall be strictly prohibited on any part of the Property.

SECTION X

No sign of any kind, except one professionally made sign of not more than one (1) square foot shall be displayed to public view on any Lot without the prior written approval of the Declarant and any such sign shall only contain the name of the occupant of the residence, and/or the name of the residence. Modest "For Sale" post signs (not exceeding 2' x 3' in size) shall be exempt from this restriction.

SECTION XI

The Declarant shall furnish and install a mailbox for each Lot at the expense of its Owner. Any replacements and/or substitutions therefor shall require the approval of the Declarant.

SECTION XII

No main residential structure shall be permitted on any Lot closer to the boundary thereof than the minimum building restriction line as established by the Subdivision Plats.

SECTION XIV

No exterior lighting or sound shall be directed outside the boundaries of any Lot.

SECTION XV

Except as otherwise permitted by any State or Federal law or regulation, all television antennae shall be located within the interior of a dwelling unless hardships involved make it necessary to use other locations, in which event, the location and design of the antennae must be approved in writing by the Declarant prior to the installation thereof.

SECTION XVI

No animals or poultry of any kind other than the usual household pets such as dogs, cats, or caged birds, shall be kept or maintained on any part of a Lot. Dogs or other allowable pets shall not be permitted to run loose within the Property. There shall be no boarding of horses or any other commercial enterprise involving animals allowed at any time on any Lot.

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SECTION XVII

No fill, stumps, trash, grass clippings, or other refuse of any kind, shall be placed on any Lot, or any part of the Property. The Declarant, or its agents, shall have the right to enter upon any Lot to remove the same, as well as the right at all reasonable times to cut and remove any grass, weeds, or undergrowth on any Lot deemed by the Declarant to be unsightly.

SECTION XVIII

No fence or wall of any kind shall be erected, placed, maintained, or permitted to remain upon a Lot, unless and until the written consent of the Declarant has been obtained therefor.

SECTION XIX

Well drilling for oil development operations, refining, mining operations of any kind, and/or quarrying, shall not be permitted upon any of the Lots, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any of the Lots covered by these covenants, except for water wells and once any such well is drilled there shall be no above-ground derricks or rigs permitted in connection therewith.

SECTION XX

No burning of any trash or debris and no accumulation or storage of litter, lumber, scrap metal, refuse, bulk materials, or trash of any kind shall be permitted on any Lot or on the Common Areas. This restriction shall not be deemed to apply to any unimproved Lots which are owned by the Declarant.

SECTION XXI

Garbage, trash and other refuse shall be placed in covered receptacles which are adequately screened from neighboring properties. Such receptacles shall not be permitted to remain anywhere in view from public roadways except on the days of trash collection within the subdivision.

SECTION XXII

No child care facility, nursery school, day care center, school or church of any kind shall be maintained or operated upon any part of the Property.

SECTION XXIII

The Declarant expressly reserves for itself, its successors and assigns, a 10-foot easement along the front, rear and side lines of each and every Lot for the installation of utilities or other uses deemed by it to be necessary for the service of such Lot or any other Lot and any walls, fences, paving, plantings, or other improvements placed thereon by the Owner of the Lot on which such easement lies shall be removed, if required, by the Declarant, or its assigns, at the expense of the Owner of such Lot. Where there is located on one or more Lots or portions thereof, a single residence under a single ownership, then the 10-foot easement shall not be located along the side lines of each Lot but along the side lines of the combined Lot. This reservation includes the right to re-enter upon any easement for the purpose of locating, erecting, maintaining and constructing any drain, culvert, sanitary or storm sewer, water main, electric and telephone lines, cable television, and other utilities; the Declarant specifically reserving the right to assign any and all easements being hereby reserved.

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ARTICLE VIII

GENERAL PROVISIONS

SECTION I

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

SECTION II

The covenants and restrictions of this Declaration shall run with and bind the Property 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 five (5) years unless, prior to the expiration of the then-current term, a written instrument shall be executed by the then Owners of seventy-five percent (75%) of the Lots stating that this Declaration shall expire at the end of the then-current term. This Declaration may be amended during the first twenty (20) year period by an instrument signed by the Owners of not less then ninety percent (90%) of the Lots, and thereafter by an instrument signed by the Owners of not less than seventy-five percent (75%) of the Lots. Any such amendment must be recorded among the Land Records of St. Mary's County, Maryland

SECTION III

The foregoing covenants, conditions and restrictions shall run with and bind the Property and shall be enforceable by the Declarant (its successors and assigns), by the Association, and by the owners of all or any portion of the Property. All or any part of the rights and powers (including discretionary powers and rights) reserved by or conferred upon the Declarant by this Declaration may be assigned or transferred by the Declarant to the Association, with or without the consent of the Association, at any time. Any such assignment or transfer shall be evidenced by an appropriate instrument recorded among the Land Records of St. Mary's County, Maryland, and upon the proper recordation thereof the Association shall thereafter have the absolute right and authority to exercise and perform all of the rights and powers so assigned and/or transferred by the Declarant and the Declarant shall thereafter be relieved of all liability with respect thereto. In the event that the Declarant's right and authority to enforce the covenants and restrictions enumerated in Article VII of this Declaration is assigned to the Association, such right and authority shall be exercised by the Association through a control committee created for such purpose, which control committee shall be composed of no less than three (3) of its members.

SECTION IV

Anything set forth in Section II of this Article to the contrary notwithstanding, the Declarant shall have the absolute unilateral right, power and authority to modify, revise, amend or change any of the terms or provisions of this Declaration, all as from time to time amended or supplemented. However, this unilateral right, power and authority of the Declarant may be exercised only if either the Veterans Administration or the Federal Housing Administration or any successor agencies thereto shall require such action as a condition precedent to the approval of such agency of the United States of the Property or any part thereof or any Lots thereon, for federally-approved mortgage financing purposes under applicable Veterans Administration, Federal Housing Administration or similar programs. If the Veterans Administration or the Federal Housing Administration or any successor agencies approve the Property or any parts thereof or any Lots thereon for federally-approved mortgage financing purposes, any further amendments to the Declaration made during any period of

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time when there is a Class B member of the Association shall also require the prior consent of the agency giving such approval.

WITNESS the hand and seal of the party hereto on the day and year first above written.

WITNESS/ATTEST:

DECLARANT:

THE VILLAGES AT LEONARDTOWN, L.L.C.

BY: _____ (SEAL)
C.R. BAILEY, JR.
General Manager

STATE OF MARYLAND, COUNTY OF CALVERT, to wit:

I HEREBY CERTIFY, that on this 8th day of August, 2002 before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared **C.R. BAILEY, JR.,** who acknowledged himself to be the General Manager of THE VILLAGES AT LEONARDTOWN, L.L.C., the Declarant, and that he, as such agent, being authorized so to do, executed the foregoing Declaration for the purposes therein contained by signing the name of the Corporation by himself as such officer.

AS WITNESS my hand and Notarial Seal.

_____
Notary Public

My Commission Expires:

SUSAN L. STARKEY
NOTARY PUBLIC
CALVERT CO., MD

SUSAN L. STARKEY
Notary Public, State of Maryland
County of Calvert
My Commission Expires January 1, 2003

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019-7277 Marrick
8.5.02
T-3932

LIBER 1840 FOLIO 248

LIBER 0010 FOLIO 109

EXHIBIT A

DESCRIPTION OF THE PROPERTY

GROUP ONE. All of the Lots numbered 1 and 2, Lots 54 and 55 and Lots 60 and 61 as shown and described on a plat entitled "Standard Subdivision Plat, Lots 1 & 2, 54-55 and 60 & 61, VILLAGES AT LEONARDTOWN", which plat is recorded in Liber EWA No. 54, folio 47, page 2 of 5, one of the Plat Records of St. Mary's County, Maryland.

GROUP TWO. All of Lots 42 through 53, inclusive, and Lots 62 through 70, inclusive, as shown and described on a plat entitled "Standard Subdivision Plat, Lots 42 thru 53 & 62 thru 70, VILLAGES AT LEONARDTOWN", which plat is recorded in Liber EWA No. 54, folio 47, page 3 of 5, one of the Plat Records of St. Mary's County, Maryland.

GROUP THREE. All of Lots 29 through 41 (including Lots 36A, 36B, 36C and 36D), inclusive, as shown and described on a plat entitled "Standard Subdivision Plat, Lots 29 through 41 & Parcel D, VILLAGES AT LEONARDTOWN", which plat is recorded in Liber EWA No. 54, folio 47, page 4 of 5, one of the Plat Records of St. Mary's County, Maryland.

GROUP FOUR. Those areas of land which are designated as "Outparcel A", "Parcel A" and "Parcel B" on a plat entitled "Standard Subdivision Plat, Outparcel A, Parcels A, B, C & D, VILLAGES AT LEONARDTOWN, which plat is recorded in Liber EWA No. 54, folio 47, page 5 of 5, one of the Plat Records of St. Mary's County, Maryland.

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LIBER 2062 FOLIO 070

LIBER 0010 FOLIO 110

20.00

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

"VILLAGES AT LEONARDTOWN"

THIS AMENDMENT TO DELARATION OF COVENANTS CONDITIONS AND RESTRICTIONS (this "Declaration"), dated this 20th day of June, 2003, by THE VILLAGES AT LEONARDTOWN, L.L.C., a Maryland limited liability company, (hereinafter sometimes referred to as the "Declarant"), and PAUL W. PARKS and JOHN D. LONG, Trustees (the "Trustees").

WITNESSETH:

WHEREAS, the Declarant heretofore made, executed and caused to be recorded, a Declaration of Covenants, Conditions and Restrictions for the subdivision known as Villages at Leonardtown (hereinafter called the "Declaration"), which Declaration is dated August 8, 2002, and recorded in Liber EWA No. 1840, folio 235, one of the Land Records of St. Mary's County, Maryland; and

WHEREAS, pursuant to Article II of said Declaration, the Declarant reserved the right to annex to the Property which is subject to the Declaration, additional land within the area described as the "Designated Additional Land" in Article I of said Declaration; and

WHEREAS, the Lots which are designated and described on Exhibit A attached hereto (the "Additional Lots"), are within the area described as the "Designated Additional Land" in Article I of said Declaration; and

WHEREAS, the Declarant desires to add and annex the Additional Lots to the Property which is subject to the covenants, conditions and restrictions of the Declaration to the same extent as and if said Additional Lots were fully described in paragraph A of the Recitals of said Declaration; and

WHEREAS, the Trustees are the Trustees under the Deed of Trust (the "Deed of Trust") on the Property dated August 15, 2002, and recorded in Liber EWA No. 1840, folio 287, one of the Land Records of St. Mary's County, Maryland. The Trustees are joining in this Declaration for the purpose of subordinating the Deed of Trust to the legal operation and effect of the Declaration as herein amended.

NOW THEREFORE, Declarant, with the joinder of the Trustees, hereby declares that the aforesaid Declaration is amended and supplemented as follows:

1. All of the Additional Lots designated and described in Exhibit A attached hereto are hereby annexed to the Property which is subject to the Declaration and shall henceforth be held, sold and conveyed subject to the easements, restrictions, declarations, covenants and conditions set forth in the Declaration to the same extent as and if said Additional Lots were fully described in paragraph A of the Recitals to said Declaration.

2. Said easements, restrictions, declarations, covenants and conditions shall run with the Property, including the Additional Lots, and shall be binding upon all parties having any right, title or interest in the Property, including the Additional Lots, or any part thereof, their heirs, personal representatives, successors and assigns, and shall inure to the benefit of each Owner of any Lot and their respective heirs, personal representatives, successors and assigns, and the Association.

urn to:

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Prince Frederick, MD
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410.535.0708

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019-7277 Marrick
6.16.03
T-3932

THE FEE $ 20.00
RECORDING FEE 20.00
TOTAL 40.00
RECEIPT # 74691
BLK # 3924
JUL 21, 2003 11:13 AM

3. The Trustees hereby join herein for the purpose of subordinating the lien of the Deed of Trust to the legal operation and effect of the Declaration as herein amended.

4. The capitalized words used in this Amendment to Declaration of Covenants, Conditions and Restrictions shall have the same meanings as those same words as defined in Article I of the Declaration. This Amendment to Declaration of Covenants, Conditions and Restrictions shall, when properly recorded among the Land Records of St. Mary's County, Maryland, be deemed an annexation of additional land by the Declarant in full compliance with Article II, Section II of the aforesaid Declaration.

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

WITNESS/ATTEST:

DECLARANT:

THE VILLAGES AT LEONARDTOWN, L.L.C.

Norma Lee Leary

BY: _____ **(SEAL)**
C.R. BAILEY, JR.
General Manager

TRUSTEES:

_____ **(SEAL)**
PAUL W. PARKS
Trustee

_____ **(SEAL)**
JOHN D. LONG
Trustee

STATE OF MARYLAND
COUNTY OF CALVERT, to wit:

I HEREBY CERTIFY, that on this 20th day of June, 2003 before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared **C.R. BAILEY, JR.,** who acknowledged himself to be the General Manager of THE VILLAGES AT LEONARDTOWN, L.L.C., the Declarant, and that he, as such agent, being authorized so to do, executed the foregoing Declaration for the purposes therein contained by signing the name of the Company by himself as such agent.

AS WITNESS my hand and Notarial Seal.

Norma Lee Leary
Notary Public

My Commission Expires:
May 1, 2006

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rince Frederick, MD
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LIBER 0010 FOLIO 112

STATE OF MARYLAND
COUNTY OF Anne Arundel :

I HEREBY CERTIFY, that on this 27th day of June, 2003 before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared **PAUL W. PARKS**, Trustee, and that he executed the foregoing Declaration for the purposes therein contained, as Trustee.

AS WITNESS my hand and Notarial Seal.

Omah Connell
Notary Public

My Commission Expires:
6/14/06

OMAH CONNELL
Notary Public
Anne Arundel Co., MD.
My Comm. Exps. June 04, 2006

STATE OF MARYLAND
COUNTY OF Anne Arundel :

I HEREBY CERTIFY, that on this 27th day of June, 2003 before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared **JOHN D. LONG**, Trustee, and that he executed the foregoing Declaration for the purposes therein contained, as Trustee.

AS WITNESS my hand and Notarial Seal.

Omah Connell
Notary Public

My Commission Expires:
6/14/06

OMAH CONNELL
Notary Public
Anne Arundel Co., MD.
My Comm. Exps. June 04, 2006

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410.535.0708

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019-7277 Marrick
6.16.03
T-3932

LIBER 2062 FOLIO 73

LIBER 0010 FOLIO 113

EXHIBIT A

DESCRIPTION OF THE ADDITIONAL LOTS

GROUP FIVE. All of Lots numbered 3, 3A and 3B, Lots numbered 4 through 13, inclusive, and Lots numbered 58, 59 and 85 as shown and described on a plat entitled "Standard Subdivision Plat, Lots 4 through 13, 85, Gunnell Drive and Abraham Drive, VILLAGES AT LEONARDTOWN", which plat is recorded in Liber EWA No. 55, folio 44, page 2 of 4, one of the Plat Records of St. Mary's County, Maryland.

GROUP SIX. All of Lots numbered 14 through 18, inclusive, and Lots numbered 75 through 84, inclusive, as shown and described on a plat entitled "Standard Subdivision Plat, Lots 14 through 18, 80-85, Gunnell Drive, and Klear Court, VILLAGES AT LEONARDTOWN", which plat is recorded in Liber EWA No. 55, folio 44, page 3 of 4, one of the Plat Records of St. Mary's County, Maryland

GROUP SEVEN. All of Lots numbered 19 through 28, inclusive, and Lots numbered 71 through 74, inclusive, as shown and described on a plat entitled "Standard Subdivision Plat, Lots 19 through 29, 71-74, Gunnell Drive, Abraham Drive and J. M. GOUGH COURT, VILLAGES AT LEONARDTOWN", which plat is recorded in Liber EWA No. 55, folio 44, page 4 of 4, one of the Plat Records of St. Mary's County, Maryland.

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LIBER 0 0 1 0 FOLIO 1 1 4

ARTICLES OF INCORPORATION

OF

VILLAGES AT LEONARDTOWN HOMEOWNERS ASSOCIATION, INC.

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

ARTICLE I

The name of the Corporation is **VILLAGES AT LEONARDTOWN HOMEOWNERS ASSOCIATION, INC.**, hereinafter called the "Association".

ARTICLE II

The principal office of the Association is located at 3150 West Ward Road, Suite 401, Dunkirk, Maryland 20754.

ARTICLE III

C. R. BAILEY, JR., whose address is 3150 West Ward Road, Suite 401, Dunkirk, Maryland 20754, is hereby appointed the Resident Agent of the Association. Said Resident Agent is an individual actually residing in this State.

ARTICLE IV

The terms "Association", "Common Area", "Common Areas", "Declarant", "Lot", "Lots", "Owner" "Owners", and "Property" as used in these Articles of Incorporation shall have the meanings set forth and/or used in the Declaration of Covenants, Conditions, and Restrictions relating to the subdivision known as Villages At Leonardtown dated August

CUST ID:0000983655
WORK ORDER:0000654223
DATE:10-21-2002 04:14 PM
AMT. PAID:$53.00

8, 2002, and recorded among the Land Records of St. Mary's County, Maryland in Liber 1840, folio 235 (the" Declaration").

ARTICLE V

PURPOSES AND POWERS OF THE ASSOCIATION

The Association shall not operate for pecuniary gain or profit, shall not issue capital stock, and no part of the net earnings of the Association shall inure to the benefit of any Member or individual (except that reasonable compensation may be paid for services rendered) and the specific purposes for which it is formed are to provide for: **(i)** the use, improvement, maintenance, operation and repair of the Common Areas, including any improvements and amenities located thereon; **(ii)** the establishment of rules and regulations for the use of the Common Areas including any improvements and amenities located thereon; **(iii)** the distribution among the Owners of the Lots of the costs of the use, improvement, maintenance and repair of the Common Areas including any improvements and amenities located thereon; and **(iv)** the promotion of the health, safety, pleasure, recreation and welfare of the Owners of the Lots within the Property. In furtherance of these purposes, the Association, (by action of its Directors unless otherwise noted in these Articles of Incorporation or in the Declaration) shall have full power to:

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

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

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

(d) Borrow money and, with the assent of two-thirds (2/3rds) of the votes of each class of Members of the Association, mortgage, pledge, convey by deed of trust or hypothecate any or all of its real or personal property as security for money borrowed or

debts incurred;

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

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

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

ARTICLE VI

Every Owner shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from the ownership of any Lot. The Members of the Association shall not be personally liable for the debts, liabilities or obligations of the Association.

ARTICLE VII

The Association shall have two classes of voting membership:

Class A: Except for the Declarant (which shall initially be a Class B member), the Class A Members shall be all of the Owners of the Lots. Each Class A Member shall be entitled to one vote per Lot, for each Lot owned by it, in all proceedings in which action shall be taken by members of the Association. The Declarant shall not be a Class A member so long as it is a Class B member.

Class B: The Class B Member shall be the Declarant and shall be entitled to three (3) votes for each Lot owned by it at any given time in all proceedings in which action shall be taken by members of the Association

The vote of any Class A Member comprised of two or more persons, or other legal entities, or any other combination thereof, shall be cast in the manner provided for in the Articles of Incorporation of the Association, or as the several constituents may

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determine, but in no event shall all such constituents cast more than one vote per Lot for each Lot owned by them.

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

ARTICLE VIII

BOARD OF DIRECTORS

A Board of three (3) Directors, who need not be Members of the Association, shall manage the affairs of this Association. The number of Directors may be changed by amendment of the By-Laws of the Association. The names and addresses of the persons who are to act in the capacity of Directors until the selection of their successors are:

MARVIN E. OURSLER
3150 West Ward Road, Suite 401
Dunkirk, Maryland 20754

C. R. BAILEY, JR.
3150 West Ward Road, Suite 401
Dunkirk, Maryland 20754

CHRISTINE A. OURSLER
3150 West Ward Road, Suite 401
Dunkirk, Maryland 20754

These Directors, (herein called "Charter Directors") shall serve until the first annual meeting of the Members at which their successors are elected. In the event of the death or resignation of a Charter Director during his/her term of office, the remaining Charter Directors shall elect a successor Director to fill the unexpired term of such Charter Director.

ARTICLE IX

The Association shall indemnify every officer and director of the Association

against any and all expenses, including counsel fees, reasonably incurred by or imposed upon any officer or director in connection with any action, suit or other proceeding (including settlement of any such suit or proceeding if approved by the Board of Directors of the Association) to which he may be made a party by reason of being or having been an officer or director of the Association, whether or not such person is an officer or director at the time such expenses are incurred. The officers and directors of the Association shall not be liable to the Members of the Association for any mistake of judgment or otherwise, except for their own individual negligence or misconduct. The officers and directors of the Association shall have no personal liability with respect to any contract or other commitment made by them in good faith, on behalf of the Association; and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director of the Association, or former officer or director of the Association may be entitled.

The Directors shall exercise their powers and duties in good faith and with a view to the interests of the Association and Villages At Leonardtown Subdivision. No contract or other transaction between the Association and any corporation, firm or association (including the Declarant) in which one or more of the directors of this Association are directors or officers or are pecuniarily otherwise interested, is either void or voidable because such director or directors are present at the meeting of the Board of Directors or any committee thereof which authorizes or approves the contract or transaction, or because his or their votes are counted for such purpose, if any of the conditions specified in any of the following paragraphs exist:

(a) The fact of the common directorate or interest is disclosed or known to the Board of Directors or a majority thereof or noted in the Minutes, and the Board authorizes, approves or ratifies such contract or transaction in good faith by a vote sufficient for the purpose; or

(b) The fact of the common directorate or interest is disclosed or known to the Members or a majority thereof and they approve or ratify the contract or transaction in good faith by a vote sufficient for the purpose; or

(c) The contract or transaction is commercially reasonable to the Association at the time it is authorized, ratified, approved or executed.

Common or interested directors may be counted in determining the presence of a quorum at any meeting of the Board of Directors or committee thereof which authorizes, approves or ratified any contract or transaction, and may vote thereafter to authorize any contract or transaction with like force and effect as if he were not such

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director or officer of such other corporation, or not so interested.

ARTICLE X

DISSOLUTION

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

ARTICLE XI

The Association shall exist perpetually.

ARTICLE XII

Amendment of these Articles shall require the assent of the holders of two-thirds (2/3rds) of the votes of each class of Members present in person or by proxy at the meeting at which the vote is taken.

Notwithstanding anything set forth above in this Article to the contrary, the Declarant shall have the absolute unilateral right, power and authority to modify, revise, amend or change any of the terms or provisions of these Articles of Incorporation all as from time to time amended or supplemented. However, this unilateral right, power and authority of the Declarant may be exercised if and only if either the Veterans Administration or the Federal Housing Administration or any successor agencies thereto shall require such action as a condition precedent to the approval by such agency of the United States of the Property or any part thereof or any Lots thereon for federally-approved mortgage financing purposes under applicable Veterans Administration, Federal Housing Administration or similar programs. If the Veterans Administration or the Federal Housing Administration or any successor agencies thereto approve the Property or any part thereof or any Lot therein

for federally approved mortgage financing purposes, any amendments to these Articles of Incorporation shall also require the prior consent of the agency giving such approval.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Maryland, the undersigned, C. R. BAILEY, JR., whose address is 3150 West Ward Road, Suite 401, Dunkirk, Maryland 20754, being at least eighteen (18) years of age, has executed these Articles of Incorporation this 14th day of OCTOBER, 2002, for the purpose of incorporating this Association.

WITNESS:

Norma Lee Perry

_____(SEAL)
C. R. BAILEY, JR.

STATE OF MARYLAND, COUNTY OF ~~CALVERT~~ Charles, to-wit:

I HEREBY CERTIFY, that on this 14th day of OCTOBER, 2002, before me, a Notary Public of the State and County aforesaid, personally appeared **C. R. BAILEY, JR.**, who acknowledged the foregoing Articles of Incorporation to be his act and deed and in my presence signed the same.

WITNESS, my hand and Notarial Seal.

Norma Lee Perry
Notary Public

My Commission Expires: 5/1/06

I, the undersigned, hereby consent to being designated as the Resident Agent of VILLAGES AT LEONARDTOWN HOMEOWNERS ASSOCIATION, INC., and do agree to serve as such.

_____
C. R. BAILEY, JR.

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BY-LAWS

OF

VILLAGES AT LEONARDTOWN HOMEOWNERS ASSOCIATION, INC.

Article One

NAME AND LOCATION. The name of the corporation (the "Corporation") is VILLAGES AT LEONARDTOWN HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the Corporation shall be located at 3150 West Ward Road, Suite 401, Dunkirk, Maryland 20754, but meetings of members and directors may be held at such places within the State of Maryland as may be designated by the Board of Directors.

Article Two

DEFINITIONS

Section 1. The terms "Association", "Common Area", "Common Areas", "Lot", "Declarant", "Owner", and "Property" as used in these By-Laws shall have the meanings set forth in the Declaration of Covenants, Conditions and Restrictions relating to Villages At Leonardtown subdivision dated August 8, 2002, and recorded among the Land Records of St. Mary's County, Maryland in Liber KPS No. 1840, folio 235 (the "Declaration").

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

Article Three

MEETING OF MEMBERS

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

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board of Directors, or upon written request

of the Members who are (i) entitled to vote one-fourth (1/4th) of all of the votes of the Class A Memberships or (ii) entitled to vote one-fourth (1/4th) of all of the votes of the Class B Membership.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of the notice, postage prepaid, not less than thirty (30) nor more than sixty (60) days before the meeting, to each Member, addressed to the Member's address last appearing on the books of the Association, or supplied by the Member to the Association for the purpose of notice. The notice shall specify the place, day and hour of the meeting. In the case of a special meeting, the notice shall state the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of Members or proxies entitled to cast one-half (1/2) of the votes of the Membership shall constitute a quorum for any action except as otherwise provided in 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 the power to adjourn the meeting from time to time, without notice other than an announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

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

Article Four

BOARD OF DIRECTORS SELECTION TERM OF OFFICE

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

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

Section 3. Removal. Any director, other than a Charter Director, may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In the event of the death, resignation or removal, pursuant to these

By-Laws, of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

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

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting 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 Five

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination of directors for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting of the Members. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more other Members. The Nominating Committee shall be appointed by the President of the Association prior to each annual meeting of the Members, to serve until the close of the annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall, in its discretion determine, but not less than the number of vacancies that are to be filled. Nominations may be made from among Members or non-Members as the Nominating Committee deems appropriate.

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

Article Six

MEETINGS OF DIRECTORS

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

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

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

Article Seven

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

(a) adopt and publish rules and regulations governing the use of the Common Areas including any improvements and amenities located thereon, and the personal conduct of Members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights, and the right of use of any recreation facilities located on any Common Area during any period in which the Member is in default in the payment of any assessment levied by the Association; these rights may also be suspended for a period not to exceed sixty (60) days for an infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to the Association (now or in the future) and not reserved to the Members by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration; and

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

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

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

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

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

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

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

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

(d) issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid;

(e) enforce any covenants, conditions and/or restrictions contained in the Declaration to the extent that such authority is or shall be assigned to the Association by the Declarant and to exercise, on the behalf of the Association, each and every power, discretionary or otherwise, reserved to the Declarant under and pursuant to said Declaration to the extent such power and authority is transferred and/or assigned to the Association;

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

(g) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and

(h) cause the Common Areas to be maintained.

Article Eight

OFFICERS AND THEIR DUTIES

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

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

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

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

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

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

Section 7. **Multiple Officers.** Not more than two offices may be held by the same person.

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

President

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

Vice President

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

Secretary

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

Treasurer

(d) The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and disburse such funds as directed by resolution of the Board of Directors; keep proper books of account; and prepare an annual budget and a statement of income and expenditures to be presented to the Membership at its annual meeting.

Article Nine

COMMITTEES

The Association shall appoint such committees as the Board deems appropriate in carrying out it purposes.

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Article Ten

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any Members at the principal office of the Association, where copies may be purchased at reasonable cost.

Article Eleven

ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay to the Association assessments which are secured by a continuing lien upon the Lot against which the assessment is made. If the assessment is not paid on the due date, the assessment shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot, and interest, costs, and reasonable attorney's fees in connection with any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of it's Lot.

Article Twelve

AMENDMENTS

Section 1. These By-Laws may be amended at a regular or special meeting of the Members, by the holders of two-thirds (2/3rds) of the votes of the Members of the Association present in person or by proxy at the meeting at which the vote is taken.

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

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Article Thirteen

MISCELLANEOUS

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

IN WITNESS WHEREOF, We, being all of the Charter Directors of VILLAGES AT LEONARDTOWN HOMEOWNERS ASSOCIATION, INC., have hereunto set our hands this 6th day of November, 2002.

WITNESS:

Norma Lee Levy
As To All Three

_____ (SEAL)
MARVIN E. OURSLER
Charter Director

_____ (SEAL)
CHARLES R. BAILEY, JR.
Charter Director

Christine A. Oursler (SEAL)
CHRISTINE A. OURSLER
Charter Director

END OF BOOK

THIS CONSTITUTES THE LAST
PAGE OF THIS BOOK.

FOR FUTURE RECORDINGS, SEE

MISCELLANEOUS
BOOK 1

CERTIFICATE OF CAMERA OPERATOR

Homeowners Assn

I hereby certify that the documents represented by the micrographics appearing on this roll of film designated as Reel No. 1205 were photographed by the undersigned on this date.

Reel begins with EWA 10 1 —

Reel ends with EWA 10 128

No. of Images 128

By Bonni

Date 1/30/04

END