

ARBOR VIEW HOA  
2012 BUDGET

**INCOME**

Assessments \$283.00 Annually	\$90,560.00
Interest Income	\$1,000.00
Late Fee Income	\$3,000.00
Legal Fee Reimbursement	\$10,500.00
<b>TOTAL INCOME</b>	<b><u>\$105,060.00</u></b>

**EXPENSES**

Landscaping	\$20,000.00
Grounds Improvements	2,000.00
SFH Maintenance	1,250.00
Tree Maintenance	4,750.00
Website Development & Maintenance	1,000.00
Repair and Maintenance	2,000.00
Insurance	1,920.00
Income Taxes	300.00
Audit Fee	1,375.00
Bad Debts	2,000.00
Charitable Contributions	500.00
Legal Fees	16,000.00
Legal Litigation	1,000.00
Management Fee	29,280.00
Meeting Expense	600.00
Postage/Printing/Admin	3,100.00
Contingency	3,185.00
Reserves	14,800.00
<b>TOTAL EXPENSES</b>	<b><u>\$105,060.00</u></b>



**ARBORVIEW HOMEOWNERS  
ASSOCIATION, INC.**

**ARC GUIDELINES**



ARBOR VIEW HOMEOWNERS ASSOCIATION, INC.  
ARCHITECTURAL REVIEW COMMITTEE

ARCHITECTURAL GUIDELINES

1. OBJECTIVES OF ARBOR VIEW ARCHITECTURAL GUIDELINES

This document's overall objective is to serve as a guide to members of the Architectural Review Committee (ARC) and residents in maintaining and enhancing Arbor Views' carefully designed environment. The guidelines described in this document address improvements for which homeowners most commonly submit applications to the ARC. They are not intended to be all inclusive or exclusive, but rather serve as a guide to what may be done. The specific objectives of this document are:

1. To increase residents' awareness and understanding of the Covenants.
2. To describe the organizations and procedures involved with the architectural standards established by the Covenants.
3. To assist residents in preparing an acceptable application to the ARC.
4. To provide uniform guidelines to be used by the ARC in reviewing applications in light of the goals set forth in the Covenants.

2. PROTECTIVE COVENANTS

The basic authority for maintaining the quality of design in Arbor View is found in the Declaration of Covenants, Conditions, and Restrictions (CCR) which are a part of the deed to every property in Arbor View. The intent of Covenant enforcement is to assure residents that the standards of design quality will be maintained. This, in turn, protects property values and enhances the Community's overall environment. Every Arbor View property owner received a copy of the Covenants prior to or at settlement. Since these Covenants (CCR Page 1, Paragraph 3) "run with the real property", they are binding on all owners. They should be periodically reviewed and fully understood. The Covenants establish the Architectural Review Committee (ARC).

Note: These guidelines do not replace or take precedence over the Declaration of Covenants (CCR); instead, they are meant to merely serve as an aid to the homeowner as to how to proceed with obtaining ARC approval (where necessary) for proposed alterations and to identify which contemplated changes are absolutely prohibited (see section 11 of this document).

3. WHAT CHANGES MUST HAVE ARC APPROVAL?

Article V of the CCR explicitly states what changes must have ARC approval. Please read and become familiar with this particular section.

It is important to understand that ARC approval is not limited to major alterations such as adding a room or deck to a house, but includes such items as changes in color and materials, etc.

Each application is reviewed on an individual basis. There are no "automatic" approvals, unless provided for specifically in these Guidelines. For example, a homeowner who wishes to construct a deck identical to one already approved for another property by the ARC is still required to submit an application and a non-refundable application fee of \$50.00. No more than \$50.00 will be charged for an ARC application so long as all contemplated changes are submitted to the ARC in the manner specified in Section 8 in a single application package.

When in doubt as to whether a particular exterior modification requires approval, the homeowner should consult an ARC Member and obtain a response in writing. In the event that a modification is made without approval, the homeowner must understand that the ARC may require the modification to be altered or removed. LEGAL PROCEEDINGS MAY BE COMMENCED (AT THE HOMEOWNER'S EXPENSE), IF NECESSARY, TO ENSURE COMPLIANCE WITH AN ARC DECISION.

#### 4. ARC REVIEW CRITERIA

The ARC evaluates all submissions on the individual merits of the application. Besides evaluation of the particular design proposal, this includes consideration of the characteristics of the house model and individual site, since what may be an acceptable design of an exterior in one instance may not be for another.

Design decisions made by the ARC in reviewing applications are not based on any individual's personal opinion or taste. Judgments of acceptable design are based on the following criteria which represent in more specific terms the general standards of the Covenants.

1. Validity of Concept. The basic idea must be sound and appropriate to its surroundings.
2. Design Compatibility. The proposed improvements must be compatible with the architectural characteristics of the applicant's house, adjoining houses and the neighborhood setting. Compatibility is defined as similarity in architectural style, quality or workmanship, similar use of materials, color and construction details.
3. Location and Impact on Neighbors. The proposed improvement must be compatible with the architectural characteristics of the applicant's house, adjoining houses and the neighborhood setting. Compatibility is defined as similarity in architectural style, quality of workmanship, similar use of materials, color and construction details.
4. Scale. The size (in three dimensions) of the proposed alteration should relate well to adjacent structures and its surroundings. For example, a large addition to a small house may be inappropriate.

5. Color. Parts of the addition that are similar to the existing house (such as roof and trim) should be matching in color.
6. Materials. Continuity is established by use of the same or compatible materials as were used in the original house. The options may be limited somewhat by the design and materials of the original house. For instance, horizontal siding on the original house should be reflected in an addition. On the other hand, an addition with wood siding may be compatible with a brick house.
7. Workmanship. Workmanship is another standard which is applied to all exterior alterations. The quality of work should be equal to or better than that of the surrounding area. Poor practices, besides causing the owner problems, can be visually objectionable to others. Poor workmanship can also create safety hazards. Note: County building codes must always be fully complied with. Approval by ARC does not constitute a substitute for county building code permit issuance!
8. Timing. Projects which remain uncompleted for long periods of time are visually objectionable and can be a nuisance and safety hazard for neighbors and the community. All applications must include estimated completion dates. If such time period is considered unreasonable, the ARC may disapprove the application.

## 5. AMENDMENTS TO THE ARCHITECTURAL GUIDELINES

These Guidelines may be amended. Changes may involve clarification, substantive modification, or changing conditions or technology.

The ARC will conduct an annual evaluation (or otherwise as directed by the Board of Directors) of the Guidelines to determine if amendments are required. Owners should also submit to the ARC requests for additions or changes to the Guidelines. The actual amendment proceedings will involve review by the residents and shall be adopted, as will the original Guidelines, by the Board of Directors.

The intent of the Architectural Guidelines is to reflect the wishes of the majority of the community. Periodically, as determined by the Board of Directors, a survey will be taken to ascertain the success of this goal.

## 6. APPLICATIONS

Under each of the following sections in this document, application content requirements are detailed. The application forms call for information helpful to the ARC, including any additional information which may be useful in determining the scope and detail of the proposal.

\*\*Under no conditions should an ARC application or approval be confused with a County building permit. The Homeowner must apply for building permits and conform with all Governmental building codes. If a project is modified through the County approval process, the owner must submit an amended application to the ARC.

## 7. SITE PLAN

A site plan is required as part of many applications. A site plan is a scaled drawing of your lot (site) which shows exact dimensions of the property, adjacent properties if applicable and all improvements including those covered by the application. It is acceptable to utilize the house location survey provided to you when you settled on your home. Contour lines may be required where water drainage is a consideration. More complex applications may require larger scale (20 or 10 scale) blowups of the plat plan.

## 8. REVIEW PROCEDURES

All applications are to be mailed with a check for the appropriate fee to:

Arbor View HOA  
Architectural Review Committee  
C/O Dubin & Associates, Inc.  
10234 Battleview Parkway  
Manassas, Virginia 22110

Each application will be checked for complete information by the ARC, and an acknowledgement card will be sent. The ARC will meet periodically to review applications. The approval or disapproval will be given and notice sent within 45 days of receipt. Applicants who provide insufficient information will be notified and required to submit complete applications prior to ARC review. Applications must conform to the Guidelines and include all information required to submit complete applications prior to ARC review. Complete applications conform to the Guidelines and include all information required by the Guidelines (clear, concise drawings, explanation of style, or color) and about which there are not indications of conflicting opinion. Under some circumstances, the signatures indicating awareness of the affected neighbors must be applied. The signature shall include those who are most affected because they are adjacent and/or have a view of the change.

The decision of the ARC will be sent by letter to the address on the application, whether or not the applicant attends the meeting.

An appeals procedure exists for those affected by an ARC decision who feel that any of the following criteria were not met by the ARC when reviewing an application:

- a. Proper procedures were followed during the administration and review process.
- b. The ARC decision was not arbitrary, but had a rational basis for disapproval as shown in the ARC's response to the applicant.



To initiate the appeals procedure, applicants must submit within 5 working days of receiving the ARC decision a written request to the Board of Directors for an appeal. Affected, neighboring residents must submit the same type of request to obtain an appeal. The Board of Directors will review these cases and determine whether a hearing is warranted.

#### 9. ENFORCEMENT PROCEDURES

The following architectural control enforcement procedures have been adopted by the Board of Directors.

1. All violations will be confirmed by a site visit by the ARC.
2. The owner will be contacted as soon as possible concerning the violation. (In those cases involving violations which are subject to increase with the passage of time, a violation notice will be sent immediately by certified mail.)
3. The sources for reporting of violations will be as follows:
  - a. Concerned residents
  - b. Members of the Board of Directors
  - c. ARC observations during the normal course of ARC business
4. If there is still no response after 15 days, a second notice will be sent by certified mail.
5. After another 15 day period with no contact, a notice will be sent (again by certified mail) informing the resident of the time and place of a hearing by the ARC on the case.
6. If the case is not resolved during the hearing, it will be turned over to the Board of Directors with a recommendation for legal action.

#### 10. EXAMPLES OF TYPICAL MODIFICATIONS FOR WHICH ARC APPLICATIONS ARE/ARE NOT REQUIRED

##### A. FENCES

General Guidelines: (CCR Page 15, Section 6.02, P. 24)

An application is required for all fences. Fee: \$50.00.

Fence height should not be greater than is necessary for its intended use since fencing can have a significant impact on adjoining properties and community open space. No fence shall be more than six feet in height.

The degree of "openness" of fences depends on their use. Solid fences, which may be desirable for achieving privacy, may also provide unwanted shadows and loss of natural ventilation and views.

Fencing should relate to the principal architectural feature of the house in design, location, and the way in which it connects to the existing house. However, mesh pet control fencing is permitted only along the interior of the fence and is not to extend above the top rail. Grass growing between wire mesh openings must be maintained as with general yard maintenance requirements. Chain link and other wire fencing is specifically prohibited.

Planting schemes can be integrated with all fencing to soften the visual impact.

Gates should be compatible to fencing in design, material, height, and color.

Fencing which is finished on one side only must be constructed with the finished side facing out.

Fences should generally be restricted to rear yards. Solid fencing used for privacy screens in short segments immediately adjacent to the house or patio must not exceed 6'0" in height.

#### Materials and Colors

Fencing should be compatible with materials and colors in the applicant's house and the prevailing materials in adjacent houses. Continuity of texture and the scale of materials should be considered. In many cases, fences may be left to weather naturally.

In houses with strongly expressed wood trim, the greatest continuity is often achieved through relating a wood fence to the trim. With other fencing materials the fence should relate more to the overall design of the applicant's house and adjacent houses. Property line fences should normally be of an earthtone or left to weather naturally.

#### Summary Principles

Fencing should never compete with or dominate a house.

Fencing within a given street, cul-de-sac, or visual area should be of a consistent family or style.

Fencing should respect all residents' enjoyment of the community common areas.

Planting should be considered an integral part of any fencing scheme.

#### Application Contents

Applications should include the following information:

- a. Fence style and material
- b. Color of fence .
- c. Dimensions
- d. Site plan which shows the relationship of the fence to adjacent houses and open spaces and to property lines. Most fencing involves boundary line considerations to some degree. Therefore, applications must show exact relationship with property lines.
- e. Architectural style and color of house
- f. Types and colors of fences in the immediate area
- g. Landscaping plans to complement and/or screen the fence
- h. Estimated start date and estimated completion date in terms of days after start

#### B. STORAGE SHEDS

Storage sheds will generally not be approved. However, applications will be reviewed for such modifications which meet the general requirements of major alterations (Page 13).

#### C. PATIOS AND DECKS

An application is required for all patios and decks. The only exception involves builder option decks.

Note: Compliance with county building codes is an absolute prerequisite to obtaining ARC approval. A copy of the county building permit is required for all decks and patios following grant of ARC approval.

##### 1. Patio and Deck Location:

Applicants should review fence design criteria with respect to visibility, privacy, and materials for patios and deck criteria.

Patios or decks should generally be located in rear yards. Front and side yard locations will be evaluated on their individual merits.

When patio or deck schemes include other exterior changes, such as fencing, lights, plantings, etc., other appropriate sections of these Guidelines should be consulted prior to application.

##### 2. Underdeck Storage:

Raised decks include an underdeck area which has a visual impact on neighbors in the surrounding area. When using an underdeck area for informal storage, this impact on neighbors should be kept in mind. Storage should be maintained so as to present a neat, uncluttered appearance. Special underdeck storage screening or landscaping may be required in instances where storage of

considerable material is to be accomplished. Landscaping may also be required to hide deck supports.

3. Materials and Color:

Materials should have natural weathering qualities. Brick, wood, and stone, for example, are suitable.

Wood in decks should generally be treated with clear stain or varnish. Certain kinds of wood such as redwood, cedar, and pressure treated pine may be left to weather naturally. Any deviance from clear stained or naturally weathering wood shall be processed as an additional (no fee) ARC request.

4. Drainage:

If changes in grade or other conditions which will affect drainage are anticipated, they must be indicated. Generally, approval will be denied if adjoining properties are adversely affected by changes in drainage. In all cases in which a patio is contemplated, serious consideration should be given to making ground level patio surfaces of porous material (brick, stone) or to provide mulched beds to offset additional impervious deck or patio area.

5. Application Contents for Ground Level Patios and Decks:

ARC applications should include the following information:

- a. Site plan showing the size of the patio and location as it relates to the applicant's house, adjacent houses, and property lines.
- b. Description of materials, color, grading, and drainage changes.
- c. Estimated start and completion dates.

See other sections of the Guidelines for additional information required relative to other elements in the patio application, such as fencing.

6. Application Contents for Elevated Decks:

An application is required for all elevated decks. Applications should include the following information:

- a. Drawings showing the size and style of the deck, details of railings and stairs, benches, etc.
- b. Site plan showing the relationship of the deck to the house, lot and adjacent properties.
- c. A description of materials to be used.
- d. Color of the deck. State if the color of the deck matches the color of the house or the trim. If deck does not match house or trim, specify color of house, trim, and proposed deck.
- e. Dimensions of railings, posts, stairs, steps, benches, and other details as required to clearly describe proposal.

Include height of deck off the ground. (Note: All construction, including electrical, must conform with County requirements at time of submission of building permit request to County.)

- f. If other homes have decks which can be viewed at the same time as the proposed deck, provide photographs which depict these existing decks.
- g. Details of changes to windows and doors, if applicable.
- h. For all raised decks (above 4' off the ground), the ARC strongly recommends use 6" x 6" vertical deck supports and landscaping for those supports. Indicate whether or not underdeck area will be used for storage. If so, a landscaping or screening plan should be submitted.
- i. Estimated starting and completion dates.

#### D. SUN CONTROL DEVICES

An ARC application is required. Fee: \$25.00.

Sun control devices will be prohibited in the front of houses or otherwise visible from the street.

Sun control devices in the rear of houses should be compatible with the architectural character of the house in terms of style, color, and materials.

Awnings should be straightforward design without decorative embellishments such as scallops, fringes, and contrasting colored stitches.

Awnings and trellises should be consistent with the visual scale of the house to which they are attached.

##### 1. Location:

The location of any awning or trellis should not adversely affect views, light, winter sun or natural ventilation of adjacent properties.

##### 2. Materials and Colors:

Solid colors should be used rather than stripes or patterns.

Trellis work should match the trim or dominant color of the applicant's house.

Pipe frames for canvas awnings should be painted to match trim or dominant color of the house. If awnings are removed for winter storage, frames must be removed. Corrugated fiberglass or metal awnings generally will not be allowed.

##### 3. Application Contents:

Application to ARC should include:

- a. Site plan showing location of trellis and/or awnings.

- b. Sketch and/or photograph of house.
- c. Sketch, photograph, or manufacturer's product identification of proposed sun control device including indication of dimensions, construction details showing how the awning or trellis is attached to the house, materials and color. In the case of fabric awnings, submissions of a material and color should be included.
- d. Estimated start and completion dates.

**E. STORM & SCREEN DOORS & WINDOWS**

No ARC application or fee is required for complying storm and screen doors. Complying storm or screen doors are half to full-view doors and are painted the same color as architectural trim, siding, and/or existing storm windows. Metal security grills are permitted so long as the grills are painted the same color as the door.

**F. RECREATION & PLAY EQUIPMENT**

An ARC application is required. Fee: \$50.00.

**1. Location and Size:**

No play equipment, including, without limitation, basketball backboards, basketball hoops and other equipment associated with either adult or juvenile recreation, shall be attached in any manner to the exterior of any dwelling.

Generally, the equipment should be placed in rear yards. Consideration will be given to lot size, equipment size and design, amount of visual screening, etc.

**2. Material and Color:**

Play equipment constructed of wood is encouraged.

All recreation and play equipment must be approved by the ARC. Earth tone colors are encouraged so as to blend equipment with the natural surroundings. However, other colors may be considered depending upon location of equipment and landscape screening.

**3. Application Contents:**

Application to ARC should include:

- a. Site plan showing relation of proposed play equipment to adjacent property lines, applicant's house and adjacent houses.
- b. Photograph and/or sketch of proposed play equipment.
- c. Dimensions.
- d. Color and material.
- e. Estimated start and completion dates.

## G. MAJOR ALTERATIONS

An ARC application is required. Fee: \$50.00.

Major alterations are generally considered to be those which substantially alter the existing structure either by subtraction and/or addition. Major building alterations include, but are not limited to, construction of driveways, garages, carports, porches, greenhouses, rooms, fireplaces, chimneys, other additions to a home, etc.

The design of major alterations should be compatible in scale, materials, and color with the applicant's house and adjacent houses.

The location of major alterations should not impair the views, or amount of sunlight and natural ventilation on adjacent properties.

Pitched roofs must match an existing slope of the roof on the applicant's house and include roofing material compatible with that of the house.

New windows and doors should match the type used in the applicant's house and should be located in a manner which will relate well to the location of exterior openings in the existing house.

If changes in grade or other conditions which will affect drainage are anticipated, they must be indicated. Generally, approval will be denied if adjoining properties are adversely affected by changes in drainage.

Construction materials should be stored so that impairment of views from neighboring properties is minimized. Excess material should be immediately removed after completion of construction.

No debris may be allowed to accumulate during construction.

Attached greenhouses will be reviewed as major alternations.

### Application Contents:

- a. Site plan showing location of proposed structure and relationship to property lines and adjacent houses.
- b. Detailed drawings and plans including exterior elevations and dimensions.
- c. Description of materials including type of siding on dwelling and proposed structure, color of proposed structure and trim, exterior lighting arrangements, etc.
- d. It is suggested that the final application be a duplicate of those documents which are to be submitted to Prince George's County for a building permit, and should also include colors, materials and drawings or photographs as required, to illustrate the relation of the alteration to the applicant's house and adjacent houses where necessary.

- e. Landscape plans.
- f. Estimated completion date.

#### H. Dog Houses

An ARC application is required. Fee: \$10.00.

Dog houses should be compatible with the applicant's house in color and material, and should be located where they will be visually unobtrusive. If a wooden deck is present and the dog house is positioned adjacent or near the deck, the dog house should match the color of the deck material.

#### Application Contents:

A completed application requires the following information:

- a. Site plan showing the relation of dog house to house, property line, and adjacent neighbors.
- b. Picture an/or detailed drawing of dog house to include dimensions.
- c. Description of materials used. Color of house and dog house.
- d. Architectural style of owner's house.
- e. Landscape plans to complement and/or screen the dog house.
- f. Estimated start and completion dates.

#### I. Exterior Decorative Objects

Exterior decorative objects are expressly prohibited. Examples include such representative items as bird baths, wagon wheels, sculptures, fountains, pools, stumps, driftwood piles, tee standing poles (for flagpoles, see section I below) of all types, and items attached to approved structures.



#### J. EXTERIOR LIGHTING

No ARC application is required for complying exterior lighting. An ARC application is required for non-complying lighting. Fee: \$25.00.

Complying exterior lighting includes low voltage sidewalk and driveway lighting, backyard PAR floodlights, and seasonal lighting. With the exception of low voltage sidewalk and standard (PAR) floodlights (150 Watt maximum) directed toward a resident's backyard, no exterior lighting shall be directed outside the resident's property. Total PAR floodlight wattage is not to exceed 600 watts (4 x 150 watts). Light fixtures which are proposed in place of the original fixtures should be compatible in style and scale with the applicant's house.

Seasonal holiday lights must be removed within 30 days after the holiday.

#### K. EXTERIOR PAINTING/STAINING

An ARC application is required only in instances of a color change. Fee: \$50.00.

Repainting or staining a specific object to match its original color need not be submitted. Color changes apply not only to the house siding, but also to the doors, shutters, trim, roofing, fence and other appurtenant structures. Change of exterior color should relate to the colors of the houses in the immediate area.

#### Application Contents:

A completed application requires the following information:

- a. List of all exterior colors on the house.
- b. A color sample of the new color to be used.
- c. Estimated start and completion dates.

#### L. FLAGPOLES

An ARC application is required for permanent, free-standing flag poles. Fee: \$25.00.

Permanent flagpoles should be of a height, color, and location which is appropriate for the size of the property and background. Permanent, free standing flagpoles must be installed and maintained in a vertical position.

#### Application Content for Free Standing Poles:

A completed application requires the following information:

- a. Site plan showing the relation of pole to the house, property line and adjacent neighbors.

- b. Picture and/or detailed drawing of pole to include dimensions.
- c. Description of material and color of flagpole.
- d. Estimated installation date.

#### M. HOUSE NUMBERS AND DOOR HARDWARE

No ARC application is required.

House numbers should be legible but should be of a size which is appropriate for the applicant's house. In certain cases, decorative house numbers will be accepted dependent upon location and type of house.

New front door hardware should match the existing in material, style and finish. Door knockers should be of a standard type.

#### N. PERMANENT GRILLS/BAR-B-QUES

An ARC application is required. Fee: \$25.00.

Permanent grills should be placed in the rear of the house and should not be located within 10 feet of the side and rear property lines.

#### Application Contents

A completed application requires the following information:

- a. Site plan showing the relation of the grill to the house, property line and adjacent neighbors.
- b. Picture and/or detailed drawing of grill to include dimensions and materials used.
- c. Estimated completion date.

Note: Portable grills do not require an application, but should be stored in the rear yard or otherwise not generally visible from the street. For reasons of household and occupant safety, portable grills should not be stored under overhangs or inside the house or garage.

#### O. SIDEWALK AND PATHWAYS

An ARC application is required. Fee: \$25.00.

Stone or brick pathways or sidewalks should be set back at least 4' from the property line and generally be installed flush to the ground.

#### Application Contents

A completed application requires the following information:

- a. Site plan showing the exact location of pathway or sidewalk.
- b. Materials to be used including color. If using brick, type should blend with that on the house (if any).
- c. Method of installation plus a description of grading changes required, if any, and the resulting impact on neighbors.
- d. Estimated start and completion dates.

**P. EXTERIOR UNIT AIR CONDITIONERS**

Air conditioning units extending from windows generally will not be approved.

Exterior units may be added or relocated only when they do not interfere visually with neighboring properties. Exterior units shall be oriented so as not to discharge hot air onto neighbor's property.

**Q. ATTIC VENTILATORS**

Attic ventilators and turbines are encouraged but must match the siding or trim on the house if mounted on a gable end or may require paint to match the roof if placed on a roof. Roof location shall be on the least visible side of the ridge pole.

**R. CLOTHESLINES**

Clotheslines must be demountable and taken down when not in use and while in use, must meet same location and screening criteria as that for play equipment. Clothes drying is restricted to rear yard areas, and between the house of 8:00 AM and 5:00 PM Monday - Friday and 8:00 AM and 1:00 PM Saturdays (except when such days fall upon a holiday).

**S. GUTTERS AND DOWNSPOUTS**

Gutters and downspouts should match those existing in color and design and must not adversely affect drainage on adjacent properties.

**T. MAILBOXES**

Mailboxes are a functional necessity, not a decorative item. Since they are usually in a very visual location, they should be straightforward in design mounted on simple posts.

**U. TRASH CANS**

Trash cans must be stored out of sight. This can be accomplished by storing them in garages, basements, etc., or by using appropriate exterior screening, fencing, or landscaping.

## V. FIREWOOD

Firewood shall be kept neatly stacked and shall be located to the rear or side of the residence and located in such a manner as to minimize visual impact. Firewood shall not be stored on common areas.

## W. REAL ESTATE SALES/RENTAL SIGNS

Real estate signs must meet County regulations with respect to size, content and removal. "Sold" signs are discouraged. Signs may only be placed in the front yard of the property available.

## X. LANDSCAPING & VEGETABLE GARDENS

### 1. Location:

Care should be exercised in the planting and maintenance of trees and shrubs to prevent obstruction of sight lines required for vehicular traffic.

Also, the views of neighboring units and shade patterns of larger trees should always be considered.

Vegetable gardens shall be maintained only within that portion of a lot that is screened from public view.

### 2. Scale:

Care should be exercised in selecting plant materials which upon maturity will be of an appropriate size in height and breadth for its intended use and location. Mature size, both in height and diameter, should always be considered especially when planting close to walkways and houses.

Consideration should be given to the effect which planting will have on views from neighboring houses and property.

Planting should be clustered rather than widely spaced.

Massing, the three dimensional appearance of planting, may be improved by augmenting trees and taller shrubs with low spreading shrub and/or ground cover.

All gardens must be neatly maintained throughout the growing season; this includes removal of all unused stakes, trellises, and dead growth.

Applications should include a description of the type and sizes of shrubs to be planted and a site plan showing the relationship of plantings to the house and adjacent dwellings.

An application is required for railroad ties or garden timbers which form a wall over 12" high and 8' long. Include a site plan with the location of the ties and timbers drawn in, and information on landscaping plans and any grading changes.

## Y. ROCK GARDENS

Written approval is necessary for rock gardens in the event rocks or collections of rocks exceed 24" in any direction. All rocks shall be left in their natural color.

## Z. EXTERIOR STORAGE

Generally speaking, no exterior storage will be allowed. Every effort should be made to utilize garages and basements for storing construction materials, lawn equipment, camper additions such as caps, and other non permanent items.

## AA. MAINTENANCE GUIDELINES FOR HOMEOWNER PROPERTY

### 1. Exterior Appearance:

Residents are responsible for maintaining the exterior of their dwellings and other structures on their lots, such as decks, fences, sheds, and playground type of equipment.

The following cases represent some of the conditions which would be considered a violation of the Covenants:

1. Peeling paint on exterior trim.
2. Dented mailboxes, or mailboxes and/or posts in need of repair or repainting.
3. Playground equipment which is either broken, rusted, or in need of repainting.
4. Fences with either broken or missing parts.
5. Grass untrimmed around fence posts or wire mesh screening attached to fences.
6. Decks with missing or broken railings or parts, or parts in need of restraightening.
7. Concrete or masonry block foundations in need of repainting.

### 2. Mowing:

Turf areas need to be mowed at regular intervals, maintaining a maximum height of 4".

Planted beds must be kept in a neat and orderly manner.

### 3. Erosion Control:

Each resident is responsible for seeing that his lot area is protected from erosion and that storm drain structures are not blocked so as to cause additional erosion problems which will silt up ponds and stream valleys.

## 11. PROHIBITED ITEMS

Items for which ARC approval will not be allowed include, by way of example, the following: decorative lawn ornaments; tents (excluding party and pup-tents); shacks; barns; sheds; pens; kennels; runs mounted away from the house; stables; outside television and/or radio antennae (including "dish" antennae of any kind).

The following activities are prohibited: 1) placement of bed sheets, plastic sheets, newspapers or similar opaque materials in or on any window; 2) placement of basketball backboards and/or hoops attached to the exterior of any dwelling; 3) the maintaining of unlicensed or inoperable trailers, camp truck, house trailers, boats, recreational vehicle parked outside; 4) burning, accumulation or storage of refuse; lumber, scrap metals, bulk materials, waste materials, new or used building material; and 5) maintaining or raising livestock, poultry and other animals (excluding dogs, cats, caged birds and/or other animals as domestic pets).

Please refer to your Articles of Incorporation (Arbor View Homeowners Association) Article VI for detailed descriptions.

## ARCHITECTURAL CONTROL APPLICATION INFORMATION

Applications, drawings, plats, pictures, etc. must be submitted in duplicate. Upon ARC action, one copy of all materials submitted will be returned to the applicant. Submit all applications to Diane Tschirhart, Community Manager, Dubin & Associates, Inc., 4701 Sangamore Road, Suite N270, Bethesda, Maryland 20816.

Drawings should be to scale.

Provide all dimensions, including height, roof slope, etc. on new construction.

Certified plats will be required for new construction, including additions to a present structure, new structures on the lot (playhouses, shed, etc.) fences, etc. Area of proposed construction must be indicated on the plat. Plats are NOT required for paint changes, storm windows, or other such modifications.

Provide a list of all materials to be used in the proposed construction.

Present colors and any proposed colors MUST be indicated. Applications for colors which are not the original color must be accompanied by actual color samples, not photos of colors.

Photographs of existing conditions are helpful to the ARC for determining approval of exterior modifications.

Changes in grade or other conditions that will affect drainage must be indicated. Applications may be disapproved if adjoining properties are adversely affected by drainage changes.

Concurrence of adjoining lot owners may be sought by the ARC under certain circumstances.





**ARBORVIEW HOMEOWNERS  
ASSOCIATION, INC.**

**DECLARATION**



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ARBOR VIEW HOMEOWNERS ASSOCIATION, INC.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by Largo Development Associates Limited Partnership, a Maryland limited partnership, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain Property in the County of Prince George's, State of Maryland, which is more particularly described on the legal description attached hereto and made part hereof as Exhibit "A".

NOW, THEREFORE, Declarant hereby declares that all of the Property described on Exhibit "A" hereto shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the Property described on Exhibit "A" hereto, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I  
DEFINITIONS

Section 1.01. "Association" shall mean and refer to the Arbor View Homeowners Association, a nonstock, nonprofit corporation, its successors and assigns.

Section 1.02. "Common Area" shall mean all real and personal property owned or leased by the Association (including the improvements thereto) 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 more particularly on the legal description attached hereto and made part hereof as Exhibit "B".

Section 1.03. "Declarant" shall mean and refer to Largo Development Associates Limited Partnership, a Maryland limited partnership, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development, but only to the extent that any of the rights, reservations, easements, interests, exemptions, privileges and powers of the Declarant are specifically assigned or transferred to such successors or assigns by an instrument in writing.

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Section 1.04. "Development Plan" shall mean the Site Plan for \_\_\_\_\_, dated \_\_\_\_\_, 198\_\_, that will be prepared by Greenhorne & O'Mara, Inc., including all amendments thereto as may be made from time to time.

Section 1.05. "Eligible Mortgage Holder" shall mean a holder of a First Mortgage on a Lot who has requested notice from the Association of amendments to the Association documents or other significant matters which would affect the interests of the Mortgagee.

Section 1.06. "Lot" shall mean and refer to (i) any plot of land shown upon any recorded subdivision map of the Property upon which one dwelling unit may be constructed; and (ii) any condominium unit within the Property which is to be devoted to residential use; provided, however, that no Lot shall be counted twice in any situation where it may fall within more than one of the descriptions herein contained.

Section 1.07. "Member" shall mean and refer to every person, group of persons, partnership, corporation, trust, or other legal entity, or any combination thereof, who holds any class of membership in the Association.

Section 1.08. "Mortgage" shall mean any mortgage or deed of trust of record encumbering any Lot to secure performance of an obligation or payment of a debt, but shall not include any judgment lien, mechanics lien, tax lien or other involuntary lien or encumbrance on any Lot.

Section 1.09. "Mortgagee" shall mean the holder of any recorded Mortgage, encumbering one or more of the Lots. "First Mortgage", as used herein, shall mean a Mortgage with priority over other Mortgages. As used in this Declaration, the term "Mortgagee" shall mean any Mortgagee and shall not be limited to Institutional Mortgagees. As used in this Declaration, the term "Institutional Mortgagee" or "Institutional Holder" shall include banks, trust companies, insurance companies, mortgage insurance companies, savings and loan associations, trusts, mutual savings banks, credit unions, pension funds, mortgage companies, Federal National Mortgage Association ("FNMA"), Federal Home Loan Mortgage Corporation ("FHLMC"), all corporations and any agency or department of the United States Government or of any state or municipal government, or any other organization or entity which has a security interest in any Lot.

In the event any mortgage is insured by the Federal Housing Administration ("FHA") or guaranteed by the Veterans Administration ("VA"), then as to such mortgage, the expressions "Mortgagee" and "Institutional Mortgagee" include the FHA or the VA, as the circumstances may require, acting, respectively, through the Federal Housing Commissioner and the Commissioner of Veterans Benefits or through other duly authorized agents.

Section 1.10. "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 Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

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Section 1.11. "Property" shall mean and refer to that certain real property described on Exhibit "A" hereto, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

## ARTICLE II PROPERTY RIGHTS

Section 2.01. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area, including an easement for the use and enjoyment of the private streets and parking lots and walkways within the Common Area, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) the right of the Association to charge reasonable and uniform admission and other fees for the use of any recreational facility situated upon the Common Area;
- (b) the right of the Association to suspend the voting rights and right to use of any recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;
- (c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of Members and fifty-one percent (51%) of the Eligible Mortgage Holders agreeing to such dedication or transfer has been recorded, and unless the Maryland-National Capital Park and Planning Commission, or its successor or assigns, has given its prior written approval thereof, which approval shall not be unreasonably withheld or delayed.
- (d) the right of the Association to limit the number of guests of Owners with respect to the use of recreational areas which are part of the Common Area;
- (e) the right of the Association to establish uniform rules and regulations pertaining to the use of the Common Area and the improvements thereon.
- (f) the right of the Association to provide for the exclusive use by Owners of certain designated parking spaces within the Common Area.
- (g) the right of the Association, the Declarant, utility companies and other owners with respect to the easements established in Section 6.07 hereof.
- (h) the right of the Association, in accordance with its Articles of Incorporation and Bylaws, and with the consent of a majority of each class of the then Members of the Association, to borrow money for the purpose of improving the Common Area and improvements thereto in a manner designed to promote the enjoyment and welfare of the Members and in aid thereof to mortgage any of the Common Area and improvements thereto.

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(i) the right of the Association to take such steps as are reasonably necessary to protect the property of the Association against mortgage default and foreclosures; provided, however, that the same are in conformity with the other provisions of this Declaration.

(j) the right of the Association, acting by and through its Board of Directors, to grant easements, licenses or other rights of use to persons or entities who are not Members of the Association in connection with the recreational facilities installed as a part of the Common Area for such consideration and on such terms and conditions as the Board of Directors may from time to time consider appropriate.

2.02. Limitations.

(a) Any other provision of this Declaration to the contrary notwithstanding, the Association shall have no right to suspend the right of any Member to use any private streets and roadways located upon the Common Area (including, without limitation, any private streets and roadways located within the Property) for both vehicular and pedestrian ingress and egress to and from his Lot and for parking.

(b) Any other provision of this Declaration to the contrary notwithstanding, the Association shall have no right to suspend the right of any Member of the Association to use the Common Area for necessary, ordinary and reasonable pedestrian ingress and egress to and from his Lot or to suspend any easement over the Common Area for storm water drainage, electrical energy, water, sanitary sewer, natural gas, CATV or similar service, telephone service or similar utilities and services to the Lots.

Section 2.03. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws and Rules and Regulations of the Association, his right of enjoyment to the Common Area and improvements thereto to the members of his family, his tenants, social invitees, or contract purchasers, provided the same reside on the Property.

ARTICLE III  
MEMBERSHIP AND VOTING RIGHTS

Section 3.01. 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 3.02. 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 (1) 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 among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Any Owner who leases his Lot may, in the lease or other written instrument, assign the voting right appurtenant to that Lot to the lessee, provided that such assignment shall only be effective if a copy of such instrument is furnished to the Association.

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

(i) when the total votes of the Class A Members equal the total votes of the Class B Members; or

(ii) seven (7) years from the date of recordation of this Declaration; provided, however, that if the Declarant is delayed in the improvement and development of the Property on account of a sewer, water or building permit moratorium or any other cause or event beyond the Declarant's control, then the aforesaid seven (7)-year period shall be extended by a period of time equal to the length of the delays or an additional seven (7) years, whichever is less; or

(iii) upon the surrender of said Class B memberships by the then holders thereof for cancellation on the books of the Association.

Upon the lapse or surrender of the Class B memberships as provided for in this Article, the Declarant shall thereafter become a Class A Member of the Association as to each and every Lot in which the Declarant then holds the interest otherwise required for such Class A membership. The period during which the Declarant holds Class B memberships shall be referred to herein as the "Control Period."

Section 3.03. Board of Directors. Unless otherwise specifically provided herein to the contrary, the Board of Directors shall be empowered to authorize any action on behalf of the Association without a vote of the members of the Association.

#### ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

Section 4.01. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorneys' fees, shall be a continuing charge and lien on the Lot (including all improvements thereon). Each such assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 4.02. Purpose of Assessments.

(a) The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Property and for the improvement and maintenance of the Common Area, the payment

of real estate taxes, assessments and utility services for the Common Area, and management fees, administration expenses, insurance and all other costs and expenses incurred by the Association in the proper conduct of its activities, including, without limitation, reserves for replacements or contingencies, charges accruing under any cross-easement or reciprocal easement agreements, or charges accruing with respect to off-site facilities required to be maintained by the Association or which the Association elects to maintain whether such facilities are located within the Property or not, which areas may include, without limitation, off-site hiker/biker paths, storm water drainage areas, buffer strips and public rights-of-way.

(b) Without limiting the generality of the provisions of Section 4.02(a), the Board of Directors may, by majority vote, elect to maintain (which may include, for purposes of illustration only, cutting, mulching, trimming, watering, or fertilizing) all or any portion of the lawns, plantings, trees, fences and other similar outdoor items that may be located within any Lot, any group of Lots or serving and/or benefiting any Lot or group of Lots. Such election may be made with respect to all or less than all of the Lots and/or such items.

**Section 4.03. Maximum Annual Assessment.** Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be \_\_\_\_\_ (\$ \_\_\_\_\_) per Lot; provided, however, that the maximum annual assessment for that period and thereafter (including special assessments) for Lots (if any) owned by Declarant shall be twenty-five percent (25%) of the assessment for any Lot not owned by the Declarant. Notwithstanding the foregoing, Declarant shall pay the full maximum annual and special assessments for Lots owned by Declarant upon which a dwelling unit has been completed and is occupied by a party other than the Declarant. Notwithstanding any provision contained in this Declaration to the contrary, Declarant hereby covenants and agrees for the benefit of each Class A member to pay any and all expenses incurred by the Association during the Deficit Period (as such term is hereinafter defined) in furtherance of its purposes to the extent that the annual and special assessments levied during the Deficit Period are insufficient to pay such expenses; provided, however, that at such time as the Declarant has paid what would equal one hundred percent (100%) of the assessments for its Lots which may receive the benefit of the reduced twenty-five percent (25%) assessment hereinabove referred to, then the Declarant shall only be obligated to pay any further assessments during that annual period in an amount equal to what would be due for such Lots had they been owned by a Class A member. As used herein, the term "Deficit Period" shall mean that period of time commencing on the date of recordation of this Declaration and ending on the date on which the Class B membership lapses and becomes a nullity in accordance with Section 3.02 of this Declaration.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased by the Board of Directors of the Association, without a vote of the membership, by an amount equal to (i) ten percent (10%) of the maximum annual assessment for the preceding year plus the amount by which any ad valorem real estate taxes and insurance premiums payable by the Association have increased over amounts payable for the same or similar items for the previous year, plus (ii) the amount by which the Association has incurred or anticipates incurring increased operating expenses by reason of the completion, annexation, or addition of improvements within the Common Areas and/or additional Common Areas, which improvements may include, for



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purposes of illustration only, streets, tennis courts, swimming pools and such other improvements, plus (iii) the amount by which the Association has incurred or anticipates incurring additional obligations or responsibilities in performing its duties and responsibilities in accordance with this Declaration.

(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 the amount permitted by Section 4.03(a) of this Declaration by a vote of two-thirds (2/3) of each class of Members who are voting, in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may from time to time fix the annual assessment at an amount not in excess of the maximum. The Board of Directors shall determine the amount of the maintenance assessment annually, but may do so at more frequent intervals should circumstances so require. Upon resolution of the Board of Directors, installments of annual assessments may be levied and collected on a monthly, quarterly, semi-annual or annual basis. Any Member may prepay one or more installments on any annual maintenance assessment levied by the Association, without premium or penalty. The Board of Directors shall prepare or cause the preparation of an annual operating budget for the Association which shall provide, without limitation, for the management, operation and maintenance of the Common Area. The Board of Directors of the Association shall make reasonable efforts to fix the amount of the annual maintenance assessment against each Lot for each assessment period at least thirty (30) days in advance of the beginning of such period and shall, at that time, prepare a roster of the Lots and the annual maintenance assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any owner upon reasonable notice to the Board of Directors. Written notice of the annual maintenance assessments shall thereupon be sent to the Members. The omission by the Board of Directors, before the expiration of any assessment period, to fix the amount of the annual maintenance assessment hereunder for that or the next period shall not be deemed a waiver or modification in any respect of the provisions hereof or a release of any Member from the obligation to pay the annual maintenance assessment, or any installment thereof, for that or any subsequent assessment period; but the annual maintenance assessment fixed for the preceding period shall continue until a new maintenance assessment is fixed.

(d) The Declarant may establish a working capital fund for the initial operation of the Association. Such working capital fund may be funded by a one-time assessment of two (2) times the normal monthly assessment for a Lot and shall be payable, if established, by the Declarant's grantee upon the earlier of settlement or occupancy of a completed dwelling located on any Lot. Such working capital assessment shall not constitute an advance payment of the regular or any special assessment thereafter due.

(e) In the event the Board of Directors may make the election permitted by Section 4.02(b) of this Declaration, the Board of Directors may allocate to those Lots receiving such services the cost thereof.

Section 4.04. Special Assessments. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in

part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto or for such other purpose as the Board of Directors may deem appropriate, 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 4.05. Reimbursement Assessment.** The Board of Directors may levy a charge ("Reimbursement Assessment") against a particular Owner and such Owner's Lot for the purpose of reimbursing the Association for expenditures and other costs of the Association in curing any violation attributable to the Owner of this Declaration, the Articles of Incorporation and the By-Laws of the Association or Rules and Regulations promulgated by or on behalf of the Association, together with such late charges, interest and costs as the Board of Directors may determine or are otherwise provided herein.

**Section 4.06. Notice and Quorum for any Action Authorized Under Sections 4.03 and 4.04.** Written notice of any meeting called for the purpose of increasing the maximum annual assessment in accordance with Section 4.03 or establishing a special assessment in accordance with Section 4.04 shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

**Section 4.07. Rate of Assessment.**

(a) Except as otherwise provided in this Declaration, both annual and special assessments must be fixed at a uniform rate for all Lots.

(b) Notwithstanding anything to the contrary contained herein, the Board of Directors, in its sole discretion, may, by resolution, establish varying rates of assessments for different dwelling unit or Lot types, based upon the actual benefit conferred on to any dwelling unit or Lot as a result of the Association's maintenance and operation of the Property or, in the alternative, based upon any reasonable formula. The Board of Directors shall establish from time to time for estimating such benefit.

(c) Notwithstanding anything to the contrary herein, any Member who owns a Lot on which no Dwelling Unit has been built shall pay an annual assessment equal to twenty-five percent (25%) of the annual assessment that such Member would otherwise pay with respect to such Lot.

**Section 4.08. Date of Commencement of Annual Assessments: Due Dates.** The annual assessments provided for herein shall commence as to all Lots on a date determined by the Board of Directors following the first conveyance of any portion of the Common Area to the Association. 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

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(30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer for the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association with the status of assessments on the Lots shall be binding on the Association as of the date of its issuance.

Section 4.09. Effect of Non-Payment 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 until paid at a rate equal to two percent (2%) plus the amount announced, from time to time, by American Security Bank, N.A., or its successor, as its "prime rate of interest" (or such lesser sum as VA and/or FHA may specify if any Lot subject to this Declaration is then encumbered by a deed of trust or mortgage which is guaranteed by VA or insured by FHA) but in no event shall such rate of interest exceed the maximum rate permitted by the laws of Maryland as established from time to time. Additionally, the entire balance of the unpaid annual assessments for the remainder of the fiscal year shall, at the option of the Board of Directors, also become due, payable and collectible in the same manner as the delinquent portion of such annual assessment. The Association may bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the Lot (and all improvements thereon) in accordance with the provisions of the Maryland Contract Lien Act. 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. The Owner shall also be obligated to pay all attorneys' fees and court costs incurred in connection with the collection of assessments if not paid when due.

Section 4.10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein, shall be subordinate to the lien of any First Mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to foreclosure of a Mortgage or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot or the Owner thereof from liability for any assessments thereafter becoming due or from the lien thereof. No amendment to this Section shall affect the rights of the First Mortgagee on any Lot recorded prior to recordation of such amendment unless such First Mortgagee shall join in the execution of such amendment.

Section 4.11. Additional Default. Any First Mortgage secured by a Lot shall provide that any default by the mortgagor in the payment of any assessment levied pursuant to this Declaration, or any installment thereof, shall likewise be a default in such Mortgage, but failure to include such a provision in any such Mortgage shall not affect the validity or priority thereof and the protection extended to the Mortgagee under such Mortgage by reason of Section 4.09 shall not be altered, modified or diminished by reason of such failure.

Section 4.12. Reserves for Replacements. The Association shall establish and maintain a reserve fund for replacements of the Common Areas and improvements thereto by the allocation and payment monthly to such reserve fund of an amount to be designated from time to time by the Board of Directors. Such fund shall be conclusively deemed to be a common expense of the Association and may be deposited

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in any banking institution, the accounts of which are insured by any State or by an agency of the United States of America or may, in the discretion of the Board of Directors, be invested in obligations of, or fully guaranteed as to principal by, the United States of America. The reserve for replacements of the Common Areas and improvements thereto may be expended only for the purpose of effecting the replacement of the Common Areas, major repairs to any equipment replacement, and for start-up expenses and operating contingencies of a non-recurring nature relating to the Common Areas and improvements thereto. The Association may establish such other reserves for such other purposes as the Board of Directors may from time to time consider to be necessary or appropriate. The proportional interest of any Member in any such reserves shall be considered an appurtenance of his Lot and shall not be separately withdrawn, assigned or transferred or otherwise separated from the Lot to which it appertains and shall be deemed to be transferred with such Lot.

**Section 4.13. Credits for Lots Providing Utilities to Common Areas.** Without limiting the generality of the other provisions of this Declaration which provide for other than fixed and uniform assessments, the Declarant may, at its election, make a utility connection to any dwelling unit located on a Lot to serve all or a portion of the Common Areas, provided, however, that:

(i) the average monthly consumption charge for all facilities within the Common Areas that are connected to the utility meter for any Lot shall not exceed Fifteen Dollars (\$15.00) per month for each meter; and

(ii) the Declarant shall, in cooperation with appropriate utility companies and/or engineering advisors, establish a monthly credit against the assessment for the Lot to which such utility is connected, which credit shall equal one hundred ten percent (110%) of the reasonable estimate of utility consumption charges for the Common Area that are connected to such Lot; provided, that if at the end of any fiscal year such credit shall exceed the aggregate annual assessment for such Lot the Association shall promptly pay to the Owner of the affected Lot the amount by which such credit exceeds such annual assessment; and

(iii) the Owner of the Lot to which such connection is made shall, in a timely manner, pay all utility fees and charges accruing with respect to his Lot so as to prevent the interruption of service to those facilities within the Common Areas which are served by such Owner's utility connection.

Any Owner upon whose Lot such connection is made shall be entitled, from time to time, and upon good cause, to request that the Association re-establish and/or re-evaluate the usage charge estimated pursuant to the provisions of subparagraph (ii) hereof. Any dispute as to such amount shall be settled in accordance with arbitration procedures established by the American Arbitration Association.

## ARTICLE V ARCHITECTURAL CONTROL

**Section 5.01. Architectural Change Approval.** No building, fence, wall or other structure shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change or alteration therein be made (including change in

color) until the plans, specifications and sample materials showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing by a covenant committee composed of three (3) or more representatives appointed from time to time by the Declarant for a period ending upon the earlier to occur of (i) the date which is one hundred twenty (120) days after conveyance or lease of seventy-five percent (75%) of the total number of Lots to the first Owner who purchases such Lots with dwelling units constructed thereon, or (ii) July 30, 1993, and appointed thereafter by the Board of Directors of the Association ("Covenant Committee"). The Covenant Committee shall approve any such proposed structure, addition, change or alteration only if it determines, in its reasonable discretion, that the proposed structure, addition, change or alteration: (1) in location and appearance will be in harmony with the surrounding structures and topography of the Property as a whole, and (ii) is in compliance with the applicable guidelines, rules, standards and statements of policy of the Covenant Committee with respect to the development of structures, additions, changes or alterations on the Property, including without limitation the Builder's Manual for Lake Arbor, as amended from time to time. In the event the Covenant Committee, fails to approve or disapprove such design and location within sixty (60) days after said plans, specifications and materials have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. Design approval by the Covenant Committee shall in no way be construed as to pass judgment on the correctness of the location, structural design, suitability of water flow or drainage, location of utilities, or other qualities of the item being reviewed. The Board or the Covenant Committee shall have the right to charge a reasonable fee for reviewing each application in an amount not to exceed Fifty Dollars (\$50.00). Any exterior addition to or change or alteration made without application having first been made and approval obtained as provided above shall be deemed to be in violation of this covenant and the addition, change or alteration may be required to be restored to the original condition at the Owner's cost and expense. In any event, no such exterior addition to or change or alteration shall be made without approvals and permits therefor having first been obtained by the Owner from the applicable public authorities or agencies. The Covenant Committee shall have the right to cause any work requiring the Covenant Committee's approval to be inspected from time to time and the Owner shall pay a reasonable cost for such inspection not to exceed Fifty Dollars (\$50.00). The Covenant Committee may require that any work that is not done in accordance with plans and specifications approved by the Covenant Committee shall be corrected at the Owner's sole expense to conform with such approved plans and specifications. If the work is not corrected in a timely manner, the Board of Directors may elect to cause the work to be corrected or removed on behalf of the Owner and to assess the Owner for the costs thereof, in accordance with Section 4.05 hereof. Notwithstanding any provision of this Declaration to the contrary, the provisions of this Article V shall not be applicable to the Declarant or any part of the Property owned by the Declarant.

**Section 5.02. Initiation and Completion of Approved Changes.** Construction or alterations in accordance with plans, specifications and materials approved by the Covenant Committee pursuant to the provisions of this Article shall be commenced within six (6) months following the date upon which the same are approved by the Covenant Committee (whether by affirmative action or by forbearance from action as provided in Section 5.01), and shall be substantially completed within twelve (12) months following the date of commencement, or within such longer period as the Covenant Committee shall specify in its approval. In the event construction is not

commenced within the period aforesaid, then approval of the plans and specifications by the Covenant Committee shall be conclusively deemed to have lapsed and compliance with the provisions of this Article shall again be required. There shall be no material deviations from plans and specifications approved by the Covenant Committee without the prior consent in writing of the Covenant Committee. The Covenant Committee shall determine in its sole discretion whether a deviation from approved plans and specifications is "material," but may promulgate rules and regulations upon which Owners may rely to provide guidance on this issue. Approval of any particular plans and specifications or design shall not be construed as a waiver of the right of the Covenant Committee to disapprove such plans and specifications, or any elements or features thereof, in the event such plans and specifications are subsequently submitted for use in any other instance.

**Section 5.03. Certificate of Compliance.** Upon completion of any construction or alterations or other improvements or structures in accordance with plans and specifications approved by the Covenant Committee in accordance with the provisions of this Article, the Covenant Committee shall, at the request of the Owner thereof, issue a certificate of compliance which shall be prima facie evidence that such construction, alteration or other improvements referenced in such certificate have been approved by the Covenant Committee and construction or installation in full compliance with the provisions of this Article and with such other provisions and requirements of this Declaration as may be applicable.

**Section 5.04. Covenant Committee Rules and Regulations; Appeal of Covenant Committee Decision.** The Covenant Committee may from time to time adopt and promulgate such rules and regulations regarding the form and content of plans and specifications to be submitted for approval and may publish such statements of policy, standards, guidelines and/or establish such criteria relative to architectural styles or details, or other matters, as it may consider necessary or appropriate. No such rules, regulations, statements, criteria or the like shall be construed as a waiver of the provisions of this Article or any other provision or requirement of this Declaration. The decisions of the Covenant Committee shall be final except that any Member who is aggrieved by any action or forbearance from action by the Covenant Committee may appeal the decision of the Covenant Committee to the Board of Directors and, upon the request of such member, shall be entitled to a hearing before the Board of Directors. Two thirds (2/3) of the Board of Directors shall be required to reverse the decision of the Covenant Committee.

## ARTICLE VI USE RESTRICTIONS

In addition to all other covenants contained herein, the use of the Property and each Lot therein is subject to the following:

**Section 6.01. Permitted Uses.** The Lots shall be used for residential purposes exclusively, and no building shall be erected, altered, placed or permitted to remain on any such Lot other than one used as a single-family dwelling or as part of a reasonable appurtenance thereto, except that a professional office may be maintained in a dwelling, provided that such maintenance and use is limited to the person actually residing in the dwelling and, provided, further, that such maintenance and use is in

strict conformity with the provisions of any applicable zoning law, ordinance or regulation. As used in this Section, the term "professional office" shall mean rooms used for office purposes by a member of any recognized profession, including doctors, dentists, lawyers, architects and the like, but not including medical or dental clinics. Nothing contained in this Article, or elsewhere in this Declaration, shall be construed to prohibit the Declarant from the use of any Lot or dwelling, or improvement thereon, for promotional or display purposes, or as "model homes", a sales and/or rental and/or construction office, or the like.

Section 6.02. Prohibited Uses and Nuisances. Except for the activities of the Declarant during the construction or development of the community, or except with the prior written approval of the Board of Directors or the Covenant Committee, or as may be necessary in connection with reasonable and necessary repairs or maintenance to any dwelling or upon the Common Area:

- (a) no illegal, noxious or offensive trade or activity shall be carried on upon any Lot or within any dwelling or any other part of the Property, nor shall anything be done therein or thereon which may be or become an annoyance or nuisance to the neighborhood or other Members. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell, amplifier or other sound device, except such devices as may be used exclusively for security purposes, shall be located, installed or maintained upon the exterior of any dwelling or upon the exterior of any other improvements constructed upon any Lot.
- (b) no maintenance, keeping, boarding or raising of animals, livestock, or poultry of any kind, regardless of number, shall be carried on upon any Lot or within any dwelling, or other part of the Property, except that this shall not prohibit the keeping of dogs, cats or caged birds as domestic pets provided they are not kept, bred or maintained for commercial purposes and, provided further, that such domestic pets are not a source of annoyance or nuisance to the neighborhood or other Members. The Board of Directors or, upon resolution of the Board of Directors, the Covenant Committee, shall have the authority, after hearing, to determine whether a particular pet is a nuisance or a source of annoyance to other Members, and such determination shall be conclusive. Pets shall be attended at all times and shall be registered, licensed and inoculated as may from time to time be required by law. Pets shall not be permitted upon the Common Area unless accompanied by a responsible person and unless they are carried or leashed. The Board of Directors shall have the right to adopt such additional rules and regulations regarding pets as it may from time to time consider necessary or appropriate.
- (c) no burning of any trash and no accumulation or storage of litter, lumber, scrap metals, refuse, bulk materials, waste, new or used building materials, or trash of any other kind shall be permitted on any Lot or other part of the Property, except within an enclosed structure or container approved by the Board of Directors.
- (d) except for parking within garages, and except as herein elsewhere provided, no junk vehicle, truck (as defined by the Maryland Department of Motor Vehicles and/or by common usage and practice), unlicensed or inoperable motor vehicle (which shall include, without limitation, any vehicle which would not pass applicable state inspection criteria), trailer, camp truck, house trailer, boat, recreational vehicle or other similar 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 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 Area and improvements thereto) shall be kept upon the Property nor (except for bona fide emergencies) shall the repair or extraordinary maintenance of automobiles or other vehicles be carried out thereon. The Association may, in the discretion of the Covenant Committee, provide and maintain a suitable area designated for the parking of such vehicles or the like.

(e) trash and garbage containers shall not be permitted to remain in public view except on days of trash collection. No incinerator shall be kept or maintained upon any Lot.

(f) no Lot shall be divided or subdivided and no portion of any Lot (other than the entire Lot) shall be transferred or conveyed for any purpose. The provisions of this subsection shall not be construed to prohibit the granting of any easement or right-of-way to any municipality, political subdivision, public utility or other public body or authority, or to the Association, the Declarant or any other person for any purpose.

(g) no tree, hedge or other landscape feature shall be planted or maintained in a location which obstructs sight-lines for vehicular traffic on public streets or on private streets and roadways. Without limiting the generality of the foregoing, no wire or other lawn edging, fencing or other treatment shall be placed or maintained on any Lot which would impede the Association's ability to perform its obligations as set forth in Section 4.02 hereof, or which would be inharmonious with the aesthetics of the community of which it is a part. For the purposes of the immediately preceding sentence, wire lawn edging shall be deemed inharmonious; provided, however, that if the Covenant Committee, upon appropriate application shall approve such treatment, it shall be permitted on a Lot notwithstanding the provisions of this paragraph.

(h) no decorative lawn ornament, no structure of a temporary character, and no trailer, tent, shack, barn, pen, kennel, run, stable, shed or other buildings shall be erected (which are visible from the exterior of such dwelling); used or maintained on any Lot at any time.

(i) except for entrance signs, directional signs, signs for traffic control or safety, community "theme areas" and such promotional sign or signs as may be maintained by the Declarant or the Association, no signs or advertising devices of any character shall be erected, posted or displayed upon, in or about any Lot or dwelling provided, however, that one sign not exceeding two (2) square feet in area and not illuminated may be attached to a dwelling where a professional office (as herein elsewhere in this Declaration defined) is maintained, and provided, further, that one temporary real estate sign not exceeding six (6) square feet in area may be erected upon any Lot or attached to any dwelling placed upon the market for sale or rent. Any such temporary real estate sign shall be removed promptly following the sale or rental of such dwelling. The provisions and limitations of this subsection shall not apply to any Institutional First Mortgagee of any Lot who comes into possession of the Lot by reason of any remedies provided by law or in such Mortgage or as a result of a foreclosure sale or other judicial sale or as a result of any proceeding, arrangement, assignment or deed in lieu of foreclosure.



- (j) except for hoses and the like which are reasonably necessary in connection with normal lawn maintenance, no hose, water pipe, sewer pipe, gas pipe, drainage pipe, television cable or other similar transmission line shall be installed or maintained upon any Lot above the surface of the ground.
- (k) no play equipment, including, without limitation, basketball backboards, basketball hoops and other equipment associated with either adult or juvenile recreation, shall be attached in any manner to the exterior of any dwelling.
- (l) no structure, planting or other material shall be placed or permitted to remain upon any Lot which may damage or interfere with any easement for the installation or maintenance of utilities, or which may unreasonably change, obstruct or retard direction or flow of any drainage channels.
- (m) no outside television aerial or radio antenna, or other aerial or antenna for either reception or transmission (including, without limitation any microwave antenna, "dish") or other similar device, shall be maintained upon the Property except that such aeriels or antennae may be erected and maintained within the dwellings located upon the Property.
- (n) vegetable gardens shall be maintained only within that portion of a Lot that is screened from public view.
- (o) lawn furniture and play equipment shall be maintained only within that portion of a Lot that is screened from public view.
- (p) no equipment or machinery (including, without limitation, equipment or machinery for use in connection with the maintenance of any dwelling) shall be stored in the front, rear or side yard on any Lot.
- (q) no member shall make any private or exclusive or proprietary use of any of the Common Areas except with the specific approval of the Covenant Committee and then only on a temporary basis, and no member shall engage or direct any employee of the Association on any private business of the member during the hours such employee is employed by the Association, nor shall any member direct, supervise or in any manner attempt to assert control over any employee of the Association.
- (r) any fence constructed upon the Property shall not extend forward of the rear building line of the dwelling on the Lot upon which any such fence is erected. No fence shall be more than six feet (6') in height. Chainlink and other wire fencing is specifically prohibited.
- (s) bed sheets, plastic sheets, newspapers, plastic storm windows or other similar window treatments shall not be hung or placed in or on any window on any dwelling located on any Lot.
- (t) children's play and similar equipment shall not be allowed to remain overnight within any front yard of any Lot or within the Common Areas.
- (u) no drying or airing of any clothing or bedding shall be permitted outdoors and within any Lot other than within rear yards and between the hours of

8 a.m. and 5 p.m. on Monday through Friday and 8 a.m. and 1 p.m. on Saturdays (except when any such days shall fall upon a holiday) and clothes-hanging devices such as lines, reels, poles, frames, etc., shall be stored out of sight other than during the times aforementioned.

(v) no lights in the nature of spotlights, floodlights or other similar lights shall be permitted in the exterior of any dwelling or permitted to shine in a concentrated or directed manner from the interior of any dwelling to the exterior of any dwelling units.

Section 6.03. Leasing and Transfers.

(a) No portion of a dwelling unit, other than an entire dwelling unit, may be leased or rented without the Association's written consent. All leases shall be on forms approved by the Association and shall provide that the Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration, the Articles of Incorporation, Bylaws or Rules of the Association, or of any other document, agreement or instrument governing the dwelling units and/or the Property. The Owner(s) of a leased or rented dwelling unit shall be jointly and severally liable with his tenant to the Association to pay any claim for injury or damage to property caused by any action, including, without limitation, the negligence of the tenant(s). Every lease shall be subordinate to any lien filed by the Association, whether before or after such lease was entered into. The minimum term any dwelling unit may be rented or leased shall be ninety (90) days, and in no event may transient tenant(s) be accommodated in any dwelling unit.

(b) Prior to the sale, conveyance or transfer of any Lot or dwelling unit to any person, the Owner shall notify the Board of Directors in writing, by certified mail, return receipt requested, of the name and address of the person to whom the proposed sale, conveyance or transfer is to be made and provide to it such other information as the Board of Directors may reasonably require. Failure to comply with the provisions of this Section 6.03(b) shall not void or prohibit the sale, conveyance or transfer of any Lot or dwelling unit nor affect any Mortgage or deed of trust thereon.

Section 6.04. Parking. The Declarant and thereafter the Board of Directors of the Association shall have the right to establish designated areas on the Common Area for temporary guest parking. Unless otherwise established by the Declarant or the Association, said designated guest parking areas shall be for temporary guest parking only. The Association shall be entitled to establish rules concerning parking on any portion of the Common Area including, without limitation, providing for the involuntary removal of any vehicle violating said rules. The Declarant and its successor(s), assigns and/or nominee(s) and the agents, servants and employees thereof shall be exempt from the provisions of this Section 6.04.

Section 6.05. House Rules, Etc. There shall be no violation of any reasonable rules for the use of the Common Area and improvements thereto or "house rules" or other community rules and regulations not inconsistent with the provisions of this Declaration which may from time to time be adopted by the Board of Directors of the Association and promulgated among the membership by them in writing, and the Board of Directors is hereby and elsewhere in this Declaration authorized to adopt such rules.

**Section 6.06. Exemptions.** None of the restrictions set forth in Sections 6.01 through 6.05 of this Declaration shall be applicable to the activities of:

(a) Declarant, its officers, employees, agents or assigns, in their development, marketing, leasing, maintenance and sale of Lots or other parcels within the Property and the dwelling units to be constructed thereon; or

(b) To the Association, its officers, employees and agents, in connection with the proper maintenance, repair, replacement and improvement of the Common Areas and improvements thereto.

**Section 6.07. Declaration of Easements and Rights.** The following easements and rights are hereby declared or reserved:

(a) Declarant reserves the right to grant easements, both temporary and permanent, to all public authorities and utility companies over any part of the Common Area.

(b) Each Lot within the Property is hereby declared to have an easement, not exceeding one foot (1') in width, over all adjoining Lots and Common Areas for the purpose of accommodating any encroachment due to engineering errors, errors in original construction, settlement or shifting of the building, roof overhangs, gutters, architectural or other appendages, draining of rainwater from roofs, or any other similar cause. There shall be valid easements for the maintenance of said encroachments so long as they shall exist, and the rights and obligations of Owners shall not be altered in any way by said encroachment, settlement or shifting; provided, however, that in no event shall a valid easement for encroachment be created in favor of an Owner or Owners if said encroachment occurred due to the willful misconduct of said Owner or Owners. In the event a structure on any Lot is partially or totally destroyed and then repaired or rebuilt, the Owners of each Lot agree that minor encroachments over adjoining Lots shall be permitted and that there shall be valid easements for the maintenance of said encroachments so long as they shall exist.

(c) There is hereby reserved unto the Declarant [and to such other party(ies) as the Declarant may specifically, and in writing, assign such rights], for the benefit of the real property described on Exhibit "C" attached hereto and made a part hereof ("Benefited Property"), a blanket easement upon, across and under the Property (provided such easement does not encroach upon any building within the Property or unreasonably interfere with the use and enjoyment of the Property), for vehicular and pedestrian ingress and egress, curb cuts, slope, or grading easements, as well as for the installation, replacement, repair and maintenance of all utilities, including, but not limited to, water, sewer, drainage, storm water detention and/or siltation, gas, cable television, telephones and electricity, and further including the right to connect to and use any such utilities which may exist or be located upon the Property from time to time. By virtue of this easement, it shall be expressly permissible to erect and maintain the necessary poles, pipes, lines and other equipment on the Property, to affix and maintain electrical or telephone wires and conduits, sewer and water drainage lines, on, above, or below any portion of the Property, including any improvements constructed thereon, and to have construction vehicles, equipment and the like exercise the aforesaid right of ingress and egress over the Property. Further, there is hereby reserved for the benefit of the Benefited Property a right of any owner (or its tenant,

licensee, occupant or other party entitled to occupy any dwelling unit within the Benefited Property) of any dwelling within the Benefited Property to use any recreational or other similar facilities that may, from time to time, be located within the Property; provided, however, that: (i) as a condition precedent to the exercise of such rights, the intention to use such facility(ies) is specifically made by the Declarant pursuant to a written instrument recorded among the Land Records of Prince George's County, Maryland, and that such election, once made, shall not be revoked without the consent of the Declarant as well as at least seventy-five percent (75%) of the Members of the Association; and (ii) the right to exercise such benefits, if not previously elected as provided in the immediately preceding provisions of (i) above, may be waived by the Declarant by a specific written waiver recorded among the Land Records of Montgomery County, Maryland, and that such election, once made, may not be revoked without the express prior written consent of at least seventy-five percent (75%) of the members of the Association and the Declarant; and (iii) if the rights contemplated by the provisions of (i) above are elected, then the parties benefiting from such rights to use the recreational facilities shall be obligated to pay their pro-rata share of the cost of maintaining, operating and repairing such facilities, which share shall be computed by multiplying the total of such bona fide costs times a fraction, the numerator of which shall be the number of completed dwelling units owned by the party from whom such contribution is sought and the denominator shall be the total number of completed dwelling units entitled to use such recreational facilities. The computation contemplated by the immediately preceding sentence shall be made at each time a contribution for such costs is sought. The elections contemplated by (i) and (ii) above may be made at any time and from time to time with respect to all or less than all of the facilities involved and, without limiting the generality of the foregoing, an election may be made under (i) above with respect to some facilities and pursuant to (ii) above with respect to others. There is further reserved unto the Declarant the right to erect entry features, promotional and other similar items within the Property provided they do not unreasonably interfere with the use, operation and enjoyment of the Property. There is further reserved unto the Declarant the right to grant specific easements, both temporary and permanent, to any person or entity, including all public authorities and utility companies, over any part of the Property in furtherance of the blanket easement created by this subsection (c). Further, without limiting the generality of the foregoing, the Declarant reserves the right to unilaterally execute and record such additional easements and agreements as may be necessary in order to give effect to the foregoing easements and other rights, which additional easements and other agreements need not be consented to or joined in by any party having an interest in the Property; provided, however, that if requested by the Declarant, any party having an interest in the Property shall promptly join in and execute such confirmatory easements and other agreements. Declarant also reserves the right to enter into the Common Area for the purpose of carrying out any obligations it may have, or assume, with respect to the curing of any defects in workmanship or materials in the Property or the improvements thereon. Each Lot shall further be subject to a public pedestrian access easement over and upon any sidewalk (or the replacement thereof) constructed on the Lot by the Declarant, which sidewalk is reasonably deemed to be for the use of the community of which the Lot is a part.

(d) An easement is hereby reserved to Declarant to enter the Common Area during the period of construction and sale on the Property, and to maintain such facilities and perform such operations as in the sole opinion of Declarant may be reasonably required, convenient or incidental to the construction and sale or

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rental of residences, including, without limitation, a business office, sales and/or rental office, storage area, construction yards, signs, displays and model units.

(e) Declarant also reserves the right to enter into the Common Area for the purpose of carrying out any obligations it may have, or assume, with respect to the curing of any defects in workmanship or materials in the Property or the improvements thereon. There is further reserved unto the Declarant and its agent(s) a non-exclusive easement over, across and through all of the Common Areas for the purpose of access, the storage of building supplies and materials and equipment and, without any limitation, for any and all purposes reasonably related to the completion of the development, construction or rehabilitation and repair of the Property.

(f) For a period of ten (10) years from the date of conveyance of the first Lot, the Declarant reserves a blanket easement and right on, over and under the Property to maintain and to correct drainage of surface water in order to maintain reasonable standards of health, safety and appearance. Such right expressly includes the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary, following which the Declarant shall restore the affected property to its original condition as near as practicable. The Declarant shall give reasonable notice of intent to take such action to all affected Owners, unless in the opinion of the Declarant an emergency exists which precludes such notice. There is further reserved unto the Declarant the right to grant specific easements, both temporary and permanent, to any person or entity, including all public authorities and utility companies, over and part of the Property in furtherance of the blanket easement created by this subsection (f).

(g) The rights and duties with respect to sanitary sewer and water, cable television, electricity, gas and telephone lines and facilities shall be governed by the following:

(i) Whenever water, sanitary sewer, electricity, gas, cable television or telephone connections, lines, cables or any portion thereof, are or have been installed within the Property, the Owner of any Lot, or the Association shall have the right, and are hereby granted an easement to the extent necessary therefor, to enter upon or have a utility company enter upon any portion of the Property in which said installations lie, to repair, replace and generally maintain said installations.

(ii) The right granted in Subparagraph (a) above shall be only to the extent necessary to entitle the property of the Owner or Association serviced by said installation to its full and reasonable use and enjoyment, and provided further that anyone exercising said right shall be responsible for restoring the surface of the easement area so used to its condition prior to such use.

(iii) In the event of a dispute between Owners with respect to the repair or rebuilding of said connections, or with respect to the sharing of the cost thereof, upon written request of one of such Owners addressed to the Association, the matter shall be submitted to its Board of Directors, who shall decide the dispute, and the decision of the Board shall be final and conclusive as to the parties.

(h) The Association shall have an easement to enter any portion of the Property for the performance of its duties hereunder; provided that except as

provided in Article VII hereof, such easement shall not entitle the entry within the interior portion of any dwelling located on the Property, but (by way of illustration only and not in limitation of the rights granted herein) shall permit the entry into fenced, or other similar areas of the Property.

(i) With respect to any step, patio, deck, downspout, drain or other similar structure that may benefit any Lot and is constructed by the Declarant and which may encroach upon any portion of the Common Area, there is hereby reserved for the benefit of the Lot for which such step, patio, deck, downspout, drain or other structure serves, a perpetual easement for the location, maintenance, repair and use of such structure or items within the Common Area, but only to the extent the Declarant's original construction thereof encroaches within the Common Area. The Owner of the Lot benefiting from such easement agrees to maintain such structure or item and to indemnify and hold the Association harmless from any loss, liability or damage arising out of or resulting from the use, enjoyment and benefit of the easement granted hereby.

(j) There is hereby created for the benefit of each Lot, which is enclosed, in whole or in part, by any wooden, brick, stone or other similar fence and/or wall constructed by the Declarant, a perpetual easement to use any portion of the Common Area that may be located between such fence and/or wall and the record platted lot line for such benefited Lot; provided, however, that subject to the provisions of Section 4.02(b) of this Declaration, the obligation to maintain such portion of the Common Area shall be that of the Owner of the benefited Lot and the obligation to maintain the wooden, brick, stone, or other similar fencing located within the Common Area, which encloses the benefited Lot, shall be that of the Owner of the benefited Lot. The Declarant shall deliver to the Association (who shall maintain it among its permanent records) a plat showing all of such areas, which plat shall define the maintenance responsibilities of the benefited Owners. The Owner of any Lot benefiting from the foregoing easement agrees to indemnify and hold the Association harmless from any loss, liability or damage arising out of or resulting from the use, enjoyment and benefit of the easement rights provided for herein.

## ARTICLE VII EXTERIOR MAINTENANCE

Section 7.01. Rights and Responsibilities. Except as otherwise specifically provided in this Declaration, each Owner shall keep each Lot owned by him, and all improvements therein or thereon, in good order and repair and free of debris, including but not limited to the seeding, watering and mowing of all lawns, the pruning and cutting of all trees and shrubbery and the painting (or other appropriate external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management. In the event an Owner of any Lot in the Property shall fail to maintain the Lot and the improvements situated thereon, the Board of Directors or its agent shall have the right to enter upon said Lot to correct drainage and to repair, maintain and restore the Lot and the exterior of the buildings and any other improvements erected thereon. All costs related to such correction, repair or restoration shall become a lien upon such Lot, and such lien may be enforced in the same manner as an annual assessment levied in accordance with Article IV hereof. Any such lien shall be subordinate to the lien of any First Mortgage. Sale or transfer of any Lot shall not affect such lien. However, the sale or transfer of any Lot

pursuant to Mortgage foreclosure or any proceeding in lieu thereof, shall extinguish any such lien as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot or the Owner thereof from liability for any assessments thereafter becoming due or from the lien thereof. No amendment to this Section shall affect the rights of any First Mortgagee on any Lot recorded prior to recordation of such amendment unless such Mortgagee thereof shall join in the execution of such amendment. An Owner may not exempt himself from the non-payment of any part of the annual assessment attributable to such lawn and/or shrubbery maintenance by refusing the lawn and/or shrubbery maintenance services. Without limiting the generality of the foregoing, it is anticipated that lawn and/or shrubbery maintenance services may be provided by the Association as long as Class B memberships are outstanding. The standards of such lawn and/or shrubbery maintenance shall be wholly discretionary with the Board of Directors. Additionally, notwithstanding anything to the contrary contained in this Declaration or the Bylaws and Articles of Incorporation, it shall be the responsibility of each Owner whose Lot is benefited by a wooden, brick, stone or other similar fence and/or wall constructed by the Declarant that serves and/or benefits such Lot to maintain and repair such fence and/or wall at its own cost and expense. The portions of such fences and walls to be maintained by individual Owners shall be as set forth on a plan prepared by the Declarant and delivered to the Association, who shall maintain it among its permanent records.

#### ARTICLE VIII INSURANCE

Section 8.01. Optional Coverage. The Board of Directors of the Association, or its duly authorized agent, shall have the authority to obtain insurance for all or any of the residential units located on the Property, unless the Owners thereof have supplied proof of adequate coverage to the Board of Directors' satisfaction, against loss or damage by fire or other hazards in an amount sufficient to cover the full replacement cost of any repair or reconstruction work in the event of damage or destruction from any insured hazard. The insurance proceeds payable on account of loss or damage to the Lot shall be applied to repair or restoration of the damaged property in substantial conformity to the original plans and specifications.

Section 8.02. Required Coverage. To the extent reasonably available (unless otherwise provided by any institutional mortgagee), the Board of Directors of the Association, or its duly authorized agent, shall be required to obtain, maintain and pay the premiums, as a common expense, upon a policy of property insurance covering all the Common Areas (except land, foundation, excavation and other items normally excluded from coverage) including fixtures and building service equipment, to the extent that they are a part of the Common Areas of the Association, as well as common personal property and supplies.

The insurance policy shall afford, as a minimum, protection against loss or damage by fire and other perils normally covered by the standard extended coverage endorsement, as well as all other perils which are customarily covered with respect to projects similar in construction, location and use, including all perils normally covered by the standard "All Risk" endorsement, where such is available. The policy shall be in an amount equal to one hundred percent (100%) of the current replacement cost of the Common Areas (less a deductible deemed reasonable by the Board of Directors) and shall name the Association as the named insured.

Each hazard insurance policy must be written by a hazard insurance carrier which has a current rating by Best's Insurance Reports of B/VI or better (or its equivalent). Hazard insurance policies are also acceptable from any insurance carrier which has a financial rating by Best's Insurance Reports of Class V, provided it has a general policyholder's rating of at least "A". Each insurer must be specifically licensed or authorized by law to transact business within the State of Maryland. The policy contract shall provide that no assessment may be made against the Mortgagees, and that any assessment made against others may not become a lien on the mortgaged premises superior to the First Mortgage.

All policies of hazard insurance must contain or have attached the standard mortgagee clause commonly acceded by private institutions as mortgage investors in the area in which the mortgaged premises are located. The mortgagee clause must provide that all property insurance policies must provide an Agreed Amount and Inflation Guard Endorsement, if available, and a Construction Code Endorsement if the Common Areas in the Association are subject to a construction code provision which would become operative and require changes to undamaged portions of the building(s), thereby imposing significant costs in the event of partial destruction of the project by an insured peril. Additionally, if applicable, the Association should obtain a steam boiler and machinery coverage endorsement which provides that the insurer's minimum liability per accident at least equals the lesser of Two Million Dollars (\$2,000,000.00) or the insurable value of the building(s) housing the boiler or machinery.

If any portion of the Common Areas are in a special flood hazard area, as defined by the Federal Emergency Management Agency, the Board of Directors of the Association, or its duly authorized agent, shall be required to obtain, maintain and pay, as a common expense, the premiums upon a "master" or "blanket" policy of flood insurance on Common Area buildings and any other Common Area property. The policy shall be in an amount deemed appropriate, but not less than the maximum coverage available under the NFIP for all buildings and other insurable property within any portion of the Common Areas located within a designated flood hazard area or one hundred percent (100%) of current replacement cost of all such buildings and other insurable property.

The Association shall maintain, to the extent reasonably available (unless otherwise provided by any Institutional Mortgagee), comprehensive general liability insurance coverage covering all of the Common Areas, public ways of the project, and other areas that are under its supervision (including, but not limited to, commercial spaces, if any, owned by the Association, whether or not they are leased to third parties). Coverage limits shall be in amounts generally required by private institutional mortgage investors for projects similar in construction, location and use. However, such coverage shall be for at least One Million Dollars (\$1,000,000.00) for bodily injury and property damage arising out of a single occurrence. Coverage under this policy shall include, without limitation, legal liability of the insured for property damage, bodily injuries and deaths of persons in connection with the operation and maintenance or use of the Common Areas, and legal liability arising out of lawsuits related to employment contracts in which the Association is a party. Such insurance policy shall contain a "severability of interest" clause or endorsement which shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Association or other Owners. Such policies must provide that they may not be canceled or substantially modified, by any party, without at least ten (10) days' prior written notice to the Association.



To the extent reasonably available (unless otherwise provided by any Institutional Mortgagee), blanket fidelity bonds shall be required to be maintained by the Association for all officers, directors, managers, trustees, employees and volunteers of the Association and all other persons handling or responsible for funds held or administered by the Association, whether or not they receive compensation for their services. Where the Association has delegated some or all of the responsibility for the handling of funds to a management agent, such management agent shall be covered by its own fidelity bond. All fidelity bonds should name the Association as an obligee (fidelity bonds entered into by or on behalf of a management agent and/or its personnel shall also name the Association as an additional obligee). Fidelity bonds entered into by the Association should have their premiums paid as a common expense by the Association. The total amount of fidelity coverage required shall be sufficient to cover the maximum funds that will be in the custody of the Association or management agent at any time, but must at least equal the sum of three (3) months' assessments on all Lots within the Property, plus the Association's reserve funds. The bonds shall provide that they cannot be canceled or substantially modified (including cancellation for non-payment of premium) without at least ten (10) days' prior written notice to the Association and to all Eligible Mortgage Holders.

**Section 8.03. Repair and Reconstruction of Common Areas After Fire or Other Casualty.** Except as hereinafter provided (and inconsistent herewith), in the event of damage to or destruction of any portion of the Common Areas covered by insurance payable to the Association as a result of fire or other casualty, the Board of Directors shall arrange for the prompt repair and restoration thereof, and the Board of Directors or the Insurance Trustee (as hereinafter defined), as the case may be, shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration, as provided below.

The Insurance Trustee may rely upon a certificate of the Board of Directors which certifies whether or not the damaged property is to be reconstructed or repaired. The Board of Directors, upon request of the Insurance Trustee, shall deliver such certificate as soon as practicable.

Immediately after a casualty causing damage to the Common Areas for which the Association has the responsibility of maintenance, repair, and/or replacement, the Board of Directors shall obtain reliable and detailed estimates of the cost to place the damaged portions of the Common Areas in as good a condition as existed before the casualty. Such costs may include professional fees and premiums for such bonds as the Board of Directors desire.

In the event of reconstruction or repair (as estimated by the Board of Directors) which shall exceed Twenty-Five Thousand Dollars (\$25,000.00), all proceeds of insurance shall be paid over to a trust company or bank having trust powers and authorized to engage in the trust business in the State of Maryland (hereinafter the "Insurance Trustee"), selected by the Board of Directors and shall be paid out from time to time as the reconstruction and repair progresses in accordance with the provisions of an Insurance Trust Agreement and which contains, inter alia, the following provisions:

(a) the reconstruction or repair shall be in the charge of an architect or engineer, who may be an employee of the Association, and hereinafter called the "Architect";

(b) any restoration or repair of the project shall be performed substantially in accordance with the Declaration and the original plans and specifications, unless other action is approved by at least fifty-one percent (51%) of the Eligible Mortgage Holders (based upon one vote for each First Mortgage owned), and two thirds (2/3) of the Owners (other than the Declarant);

(c) each request for an advance of the proceeds of insurance shall be made to the Insurance Trustee and shall be accompanied by a certificate from the Architect and Board of Directors to the effect that (i) all work then completed has been performed in accordance with the plans and specifications; and (ii) the amount requested to be advanced is required to reimburse the Board of Directors for payments previously made by the Board of Directors or is due to the contractor responsible for the restoration or repair, or to subcontractors, materialmen, laborers, engineers, architects or to other persons responsible for services or materials in connection with such restoration or repair, or for fees or the like necessarily incurred in connection with the same; and (iii) when added to amounts previously advanced by the Insurance Trustee, the amount requested to be advanced does not unreasonably exceed the value of the work done and materials delivered to the date of such request;

(d) each request for an advance of the proceeds of insurance shall be accompanied by satisfactory waivers of liens covering that portion of the repair or reconstruction for which payment or reimbursement is being requested, together with appropriate evidence from a title insurance company or the like to the effect that there has not been filed with respect to the Common Areas, or any part thereof, any mechanics' or other lien, or notice of intention to file the same, which has not been dismissed, bonded, or satisfied of record;

(e) the fees and expenses of the Insurance Trustee, as agreed upon by the Board of Directors and the Insurance Trustee, shall be paid by the Association as a common expense, and such fees and expenses may be deducted from any insurance proceeds in the hands of the Insurance Trustee, pro rata, as the reconstruction or repair progresses;

(f) such other provisions not inconsistent with the provisions hereof as the Board of Directors or the Insurance Trustee may reasonably require.

Upon completion of the reconstruction or repair and payment in full of all amounts due on account thereof, any proceeds of insurance then in the hands of the Insurance Trustee shall be paid (i) to the Board of Directors if such funds relate to Common Areas, or (ii) to the Owner of any Lot to which any such proceeds may relate.

#### ARTICLE IX PARTY WALLS AND FENCES

The rights and duties of the Owners of Lots with respect to party walls and/or fences shall be governed by the following:

Section 9.01. General Rules of Law to Apply. Each wall and/or fence which is constructed as a part of the original construction on the Property and any part of which is placed on the dividing line between separate Lots, shall constitute a party wall and/or

fence, and with respect to such wall and/or fence, each of the adjoining Owners shall assume the burdens, and be subject to an easement for that portion of a party wall and/or fence on his Lot, and be entitled to the benefits of these restrictive covenants and, to the extent not inconsistent herewith, the general rules of law regarding party walls and fences and of liability for property damage due to negligence or willful acts or omissions, shall apply thereto.

Section 9.02. Sharing of Repair and Maintenance and Destruction by Fire or Other Casualty. If any such party wall and/or fence is damaged or destroyed by fire or other casualty or by some cause other than the act of one of the adjoining Owners, his agents, or family (including ordinary wear and tear and deterioration from lapse of time), then, in such event, both such adjoining Owners shall proceed forthwith to rebuild or repair the same to as good condition as formerly, in proportion to their respective use of the party wall and/or fence.

Section 9.03. Repairs of Damage Caused by One Owner. If any such party wall and/or fence is damaged or destroyed through the act of one adjoining Owner or any of his agents or guests or members of his family (whether or not such act is negligent or otherwise culpable) so as to deprive the other adjoining Owner of the full use and enjoyment of such wall and/or fence, then the Owner responsible for such damage shall forthwith proceed to rebuild and repair the same to as good condition as formerly, without cost to the adjoining Owner.

Section 9.04. Weatherproofing. Notwithstanding any other provision of this Article, any Owner who by his negligent or willful act causes a party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 9.05. Encroachments. If any portion of a party wall and/or fence shall encroach upon any adjoining Lot, or upon the Common Area or any improvements thereto, by reason of reconstruction, settlement or shifting of any building, or otherwise, a valid easement for the encroachment and for the maintenance of the same as long as the building stands shall exist.

Section 9.06. Other Changes. In addition to meeting the other requirements of these restrictive covenants, and of any building code or similar regulations or ordinances, any Owner proposing to modify, make additions to or rebuild his residence in any manner which requires the extension or other alteration of any party wall and/or fence, shall first obtain the written consent of the adjoining Owner.

Section 9.07. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 9.08. Dispute. In the event of a dispute between Owners with respect to the repair or rebuilding of a party wall or fence or with respect to the sharing of the cost thereof, then, upon written request of one of such Owners addressed to the Association, the matter shall be submitted to its Board of Directors who shall decide the dispute, and the decision of such Board of Directors shall be final and conclusive upon the parties.

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ARTICLE X  
MANAGEMENT

Section 10.01. Management Agent. The Board of Directors may employ for the Association a professional management agent or manager (the "Management Agent") at a rate of compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall from time to time authorize in writing, including without limitation the following:

(a) to establish (with the approval of the Board of Directors of the Association) and provide for the collection of the annual maintenance assessments, the annual maintenance assessments, if any, and any other assessments provided for in this Declaration and to provide for the enforcement of liens therefor in a manner consistent with the law and the provisions of this Declaration; and

(b) to provide for the care, upkeep, maintenance and surveillance of the Common Area and improvements thereto; and

(c) to designate, hire and dismiss such personnel as may be required for the good working order, maintenance and efficient operation of the Common Area and improvements thereto; and

(d) to promulgate (with the approval of the Board of Directors of the Association) and enforce such rules and regulations and such restrictions or requirements, "house rules" or the like as may be deemed proper respecting the use of the Common Area and improvements thereto; and

(e) to provide such other services (including legal and accounting services) for the Association as may be consistent with law and the provisions of this Declaration.

When professional management has been previously required by any Eligible Mortgage Holder, any decision to establish self-management by the Association shall require the consent of sixty-seven percent (67%) of the Owners and the approval of fifty-one percent (51%) of the votes of Lots subject to Eligible Mortgage Holders.

Section 10.02. Duration of Management Agreement. Any management agreement entered into by the Association shall provide, inter alia, that such agreement may be terminated for cause by either party upon thirty (30) days' written notice thereof to the other party. The term of any such management agreement shall not exceed one (1) year; provided, however, that the term of any such management agreement may be renewable by mutual agreement of the parties for successive one (1)-year periods.

Notwithstanding anything to the contrary contained herein, any management agreement entered into by the Declarant, his nominee or nominees, assigns, successor(s) or agent thereof prior to termination of the Class B Memberships must be terminable at any time after such termination, without cause, on not less than thirty (30) nor more than ninety (90) days' notice, and no charge or penalty may be associated with such termination.

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ARTICLE XI  
GENERAL PROVISIONS

Section 11.01. Limitation of Liability. The Association shall not be liable for any failure of any services to be obtained by the Association or paid for out of the common expense funds, or for injury or damage to person or property caused by the elements or resulting from water which may leak or flow from any portion of the Common Areas or improvements thereto, or from any wire, pipe, drain, conduit or the like. The Association shall not be liable to any Member for loss or damage, by theft or otherwise, of articles which may be stored upon the Common Areas or improvements thereto. No diminution or abatement of assessments, as herein elsewhere provided for, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the Common Areas or improvements thereto, or from any action taken by the Association to comply with any of the provisions of this Declaration or with any law or ordinance or with the order or directive of any municipal or other governmental authority.

Section 11.02. Enforcement. The Association, or any Owner, or any Mortgagee of any Lot shall have the right to enforce, by any proceeding at law and/or in equity, all restrictions, conditions, covenants, reservations, easements, liens, charges or other obligations or terms now or hereafter imposed by the provisions of this Declaration, or the Articles of Incorporation, Bylaws or Rules, as amended from time to time, of the Association. Failure by the Association or by any Owner or by any Mortgagee of any Lot to enforce any covenant, restrictions or rules herein contained or any provision of the Bylaws or Articles of Incorporation of the Association shall in no event be deemed a waiver of the right to do so thereafter. There shall be and there is hereby created and declared to be a conclusive presumption that any violation or breach or attempted violation or breach of any of the within covenants, rules or restrictions or any provision of the Bylaws or Articles of Incorporation of the Association cannot be adequately remedied by action at law or exclusively by recovery of damages. If the Association, or any Owner or Mortgagee of any Lot, successfully brings an action to extinguish a violation or otherwise enforce the provisions of this Declaration or the Articles of Incorporation or Bylaws or Rules of the Association, the costs of such action, including legal fees, shall become a binding, personal obligation of the Owner committing or responsible for such violation, and such costs shall also be a lien, upon the Lot of such Owner, in accordance with the provisions of the Maryland Contract Lien Act.

Section 11.03. Severability. Invalidation of any one of these covenants, restrictions or rules by judgment or court order shall in no wise affect any other provisions, which shall remain in full force and effect.

Section 11.04. Duration and Amendment. Except where permanent easements or other permanent rights or interests are herein created, the covenants and restrictions of the Declaration shall run with and bind the land for a term of thirty (30) 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 to de-annex land from the Property covered by this Declaration with the consent of Lot Owners holding not less than two-thirds of the votes entitled to be cast and with the consent of VA, FIHA and/or MNCPPC, if otherwise required by the terms of this Declaration. This Declaration may be amended during the first thirty (30)-year period by an instrument signed by not less than two-thirds of the Lot Owners. Any amendment

must be recorded. Notwithstanding any provision contained herein to the contrary, prior to (i) the transfer of any portion of the Common Area to the Association, or; (ii) the transfer of any Lot from the original Declarant or any successor Declarant to any other party, the Declarant (or successor Declarant if it holds title to all the Common Area and the Lots and if the successor Declarant has the written consent of the Declarant, as evidenced by the Declarant's execution of the declaration of termination or amendment) may, by the recordation of a declaration of termination or amendment among the Land Records of Prince George's County, Maryland, terminate or amend the effect and operation of this Declaration, such that effective upon the date of recordation of such declaration of termination or amendment, (i) this Declaration and all rights, benefits, burdens and obligations created herein shall (except as may otherwise be specifically provided in such declaration of termination) cease and be of no further force or effect, to the same extent as and if this Declaration were never recorded, executed and/or delivered; (ii) this Declaration shall be amended as set forth in such declaration of amendment.

Section 11.05. Annexation and De-Annexation. The Declarant shall have the right, for a period of seven (7) years following the date of recordation of this Declaration, without the consent of the members of the Association, to annex and bring within the scheme of this Declaration additional land in future stages of the development as shown on the Development Plan (and amendments thereto), provided that so long as a Lot is encumbered by a Mortgage which is guaranteed or insured by VA or FHA, then VA or FHA, as applicable, shall approve any annexations not in accord with said Development Plan (and amendments thereto) as approved by them. In addition, if the consent of Maryland National Capital Parks and Planning Commission is otherwise required by the terms of this Declaration, the Commission's written approval shall also be required to annex or de-annex any Land. The additions authorized shall be made by filing of record Supplementary Declarations of Covenants with respect to the additional land which shall extend the scheme of the covenants and restrictions of the Declaration to such land and thereby subject such land to the effect and operation of this Declaration. Any de-annexation authorized hereby shall be made by filing of record Supplemental Declarations of Covenants amending Exhibit A hereto to remove from the Property subject to this Declaration the land being de-annexed. Supplementary Declarations may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added Lots and as are not inconsistent with the scheme of this Declaration. Except as otherwise hereinabove provided, annexations to the Property or de-annexed from the Property shall require the consent of two-thirds (2/3) of the Class A Members and consent of the Owners of the land being annexed or de-annexed, as the case may be.

Section 11.06. FHA-VA Approvals. Provided that any Lot subject to this Declaration is then encumbered by a Mortgage which is insured by FHA or guaranteed by VA, and further provided that there are then Class B memberships of the Association outstanding, neither the members, the Board of Directors, nor the Association shall by act or omission, take any of the following actions without the prior written consent or approval of the Federal Housing Administration and the Veterans Administration, as circumstances may require:

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- (a) change the basic organization of the Association including the merger, consolidation, or dissolution of the Association; or
- (b) dedicate, convey, or mortgage the Common Area; or
- (c) annex additional properties (other than an annexation by the Declarant as provided in Section 11.05); or
- (d) otherwise materially modify or amend any provision of this Declaration, the Bylaws or the Articles of Incorporation of the Association.

Section 11.07. Rights of the Maryland-National Capital Park and Planning Commission ("Commission" herein). Any other provision of this Declaration or the Bylaws or Articles of Incorporation of the Association to the contrary notwithstanding, neither the members, the Board of Directors nor the Association shall, by act or omission, take any of the following actions without the prior written consent of the Commission, which consent shall not be unreasonably withheld or delayed:

- (a) abandon, partition, dedicate, subdivide, encumber, sell or transfer any of the Common Areas or improvements thereto; provided, however, that the granting of rights-of-way, easements and the like for public utilities or for other purposes consistent with the use of the Common Areas and improvements thereto shall not be considered a transfer within the meaning of this Section; or
- (b) abandon or terminate the Declaration; or
- (c) modify or amend any material or substantive provision of this Declaration, or the Bylaws or the Articles of Incorporation of the Association; or
- (d) merge or consolidate the Association with any other entity or sell, lease, exchange or otherwise transfer all or substantially all of the assets of the Association to any other entity; or
- (e) substantially modify the method of determining and collecting assessments as provided in this Declaration.

The Commission shall have the right to bring action for any legal or equitable relief necessary to enforce the rights and powers granted to the Commission hereunder.

Section 11.08. Consents. Any other provision of this Declaration or the Bylaws or Articles of Incorporation of the Association to the contrary notwithstanding, neither the Members, the Board of Directors nor the Association shall, by act or omission, take any of the following actions:

- (a) abandon, partition, alienate, release, hypothecate, dedicate, subdivide, encumber, sell or transfer any of the Common Areas or improvements thereto directly or indirectly owned by the Association unless at least fifty-one percent (51%) of the Eligible Mortgage Holders (based upon one vote for each First Mortgage owned) and Lot Owners representing sixty-seven percent (67%) of the votes in the Association have given their prior written approval; provided, however, that the granting of rights-

of-way, easements and the like for public utilities or for other purposes consistent with the use of the Common Areas and improvements thereto shall not be considered a transfer within the meaning of this Section; or

(b) abandon or terminate this Declaration unless at least sixty-seven percent (67%) of the Eligible Mortgage Holders (based upon one vote for each First Mortgage owned) and Lot Owners representing ninety percent (90%) of the votes of the Association have given their prior written approval; or

(c) conversion of units into Common Area or vice versa unless sixty-seven percent (67%) of the Eligible Mortgage Holders [based upon one (1) vote for each First Mortgage owned] and Lot Owners representing ninety percent (90%) of the votes of the Association have given their prior written approval; or

(d) unless the prior written consent of fifty-one percent (51%) of the Eligible Mortgage Holders (based upon one vote for each First Mortgage owned) and the requisite number of Lot Owners as provided in Section 11.04 of this Declaration has been obtained, modify or amend any material provision of this Declaration, which establish, provide for, govern or regulate any of the following:

- (i) voting rights;
- (ii) assessments, assessment liens or subordination of such liens;
- (iii) reserves for maintenance, repair and replacement of the Common Areas;
- (iv) insurance or fidelity bonds;
- (v) rights to use of the Common Areas by any Owner, except in accordance with Section 2.01(b);
- (vi) responsibility for maintenance and repairs;
- (vii) expansion or contraction of the Property subject to this Declaration or the addition, annexation or withdrawal of property to or from this Declaration, except in accordance with Section 11.05;
- (viii) boundaries of any Lot;
- (ix) a decision by the Association to establish self management when professional management had been previously required by an Eligible Mortgage Holder;
- (x) leasing of Lots;
- (xi) imposition of any restrictions on the rights of an Owner to sell or transfer his or her Lot;



- (xii) restoration or repair of the Property (after a hazard damage or partial condemnation) in a manner other than that specified in this Declaration;
- (xiii) any provisions which expressly benefit mortgagees, or Eligible Mortgage Holders.

An addition or amendment to the Declaration shall not be considered material if it is for the purpose of correcting technical errors, or for clarification only. An Eligible Mortgage Holder who receives a written request to approve such a non-material additions or amendments who fails to submit a response within thirty (30) days shall be deemed to have approved such request.

(d) substantially modify the method of determining and collecting assessments against an Owner or his Lot as provided in this Declaration, unless at least sixty-seven percent (67%) of the First Mortgagees (based upon one vote for each First Mortgage owned) or Owners (other than the Declarant) of the individual Lots in the Association have given their prior written approval; or

(e) waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearance of buildings or structures on the Lots, the exterior maintenance of buildings or structures on the Lots, the maintenance of the Common Areas, party walkways or common fences and driveways, or the upkeep of lawns and plantings within the Property unless at least sixty-seven percent (67%) of the First Mortgagees (based upon one vote for each First Mortgage owned) or Owners (other than the Declarant) of the individual Lots in the Association have given their prior written approval; or

(f) fail to maintain insurance in accordance with Section 8.02 of this Declaration unless at least fifty-one percent (51%) of the Eligible Mortgage Holders (based upon one vote for each First Mortgage owned) and sixty-seven percent (67%) of the Owners have given their prior written approval; or

(g) use hazard insurance proceeds for losses to any Association Common Area for other than the repair, replacement or reconstruction of such Common Area or property, unless at least fifty-one percent (51%) of the Eligible Mortgage Holders (based upon one vote for each First Mortgage owned) and sixty-seven percent (67%) of the Owners have given their prior written approval.

**Section 11.09. Additional Rights of Mortgagees - Notice.** The Association shall promptly notify all Eligible Mortgage Holders who hold First Mortgages on any Lot for which an assessment levied pursuant to the Declaration, or any installment thereof, becomes delinquent for a period in excess of sixty (60) days and the Association shall promptly notify any Eligible Mortgage Holder who holds a First Mortgage on any Lot with respect to which any default in any other provision of this Declaration remains uncured for a period in excess of sixty (60) days following the date of such default. Any failure to give any such notice shall not affect the validity or priority of any Eligible Mortgage Holder on any Lot and the protection extended in this Declaration to the holder of any such Mortgage shall not be altered, modified or diminished by reason of such failure.

No suit or other proceeding may be brought to foreclose the lien for any assessment levied pursuant to this Declaration except after ten (10) days' written notice to the holder of the First Mortgage on the Lot which is the subject matter of such suit or proceeding.

Any First Mortgagee of any Lot may pay any taxes, utility charges or other charge levied against the Common Areas and improvements thereto which are in default and which may or have become a charge or lien against any of the Common Areas and improvements thereto and any such first mortgagee may pay any overdue premiums on any hazard insurance policy or secure new hazard insurance coverage on the lapse of any policy, with respect to the Common Areas and improvements thereto. Any first mortgagee who advances any such payment shall be due immediate reimbursement of the amount so advanced from the Association.

Section 11.10. Casualty Losses. In the event of substantial damage or destruction to any of the Common Areas or improvements thereto, the Board of Directors of the Association shall give prompt written notice of such damage or destruction to the Eligible Mortgage Holders who hold First Mortgages of record on the Lots. No provision of this Declaration or the Articles of Incorporation or the Bylaws of the Association shall entitle any Member to any priority over the holder of any First Mortgage on his Lot with respect to the distribution to such Member of any insurance proceeds paid or payable on account of any damage or destruction of any of the Common Areas or improvements thereto.

Section 11.11. Condemnation or Eminent Domain. In the event any part of the Common Areas and improvements thereto is made the subject matter of any condemnation or eminent domain proceeding, or is otherwise sought to be acquired by any condemning authority, then the Board of Directors of the Association shall give prompt written notice of any such proceeding or proposed acquisition to the Eligible Mortgage Holders who hold First Mortgages on the Lots. No provision of this Declaration or the Articles of Incorporation or the Bylaws of the Association shall entitle any Member to any priority over the holder of any First Mortgage on his Lot with respect to the distribution to such Member of the proceeds of any condemnation or settlement relating to a taking of any of the Common Areas and improvements thereto.

Section 11.12. Changes Required by Lenders. Notwithstanding any provision to the contrary contained in the Articles of Incorporation or Bylaws of the Association or this Declaration, the Declarant shall have and hereby reserves the right to make modifications, additions or deletions to the Declaration, the Articles of Incorporation and the Bylaws of the Association if such modifications, additions or deletions are required by VA, FHA, FHLMC or FNMA. The Declarant further reserves the right to waive in writing any exemption, right or privilege granted or reserved to the Declarant by this Declaration or the Articles of Incorporation or the Bylaws of the Association. In addition, the Declarant shall have and hereby reserves the right to make and record corrective and non-material modifications to this Declaration, the Articles of Incorporation and the Bylaws of the Association without the consent of any Owner or Mortgagee.

Section 11.13. Taxes and Assessments. It is the intent of this Declaration that insomuch as the interests of each Owner to use and enjoy the Common Area is an interest in real property appurtenant to each Lot, the value of the interest of each owner in such Common Area shall be included in the assessment for each such Lot and as a result, any assessment directly against such Common Area should be of a nominal nature reflecting that the full value of the same should be included in the several assessments of the various Lots.

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Section 11.14. Successors of Declarant. Any and all rights, reservations, easements, interests, exemptions, privileges and powers of the Declarant hereunder, or any part of them, may be assigned and transferred (exclusively or non-exclusively) by the Declarant by an instrument in writing, without notice to the Association.

Section 11.15. No Dedication to Public Use. Nothing herein contained shall be construed as a dedication to public use or as an acceptance for maintenance of any Common Areas or improvements thereto by any public or municipal agency, authority, or utility and no public or municipal agency, authority or utility shall have any responsibility or liability for the maintenance or operation of any of the Common Areas or improvements thereto.

Section 11.16. Incorporation by Reference on Resale. In the event any Owner sells or otherwise transfers any Lot, any deed purporting to effect such transfer shall contain a provision incorporating by reference the covenants, restrictions, servitudes, easements, charges and liens set forth in this Declaration; provided, that, any failure to include such provisions shall not invalidate or otherwise affect such sale or transfer.

Section 11.17. Declarant Reserved Rights. No amendment to this Declaration may remove, revoke or modify any right, reservation or privilege of the Declarant without the prior written consent of the Declarant or any successors or assigns (pursuant to Section 11.14) of the Declarant.

Section 11.18. Perpetuities. If any of the covenants, conditions, restrictions, or other provisions of this Declaration shall be unlawfully void, or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

Section 11.19. Captions and Gender. The captions contained in this Declaration are for convenience only and are not a part of this Declaration and are not intended in any way to limit or enlarge the terms and provisions of this Declaration. Whenever the context so requires, the male shall include all genders and the singular shall include the plural.

IN WITNESS WHEREOF, the undersigned, being the DECLARANT herein, has executed this instrument this \_\_\_\_\_ day of June, 1986.

ATTEST:

LARGO DEVELOPMENT ASSOCIATES  
LIMITED PARTNERSHIP, a  
Maryland limited partnership

By: PDW&A Properties, Inc.,  
General Partner

By: \_\_\_\_\_  
Gary S. Lachman, Vice President  
Date: \_\_\_\_\_

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\* \* \*

DISTRICT OF COLUMBIA

\*  
\* to wit:  
\*

On this 16<sup>th</sup> day of June, 1986, before me, the undersigned officer, personally appeared Gary S. Lachman, who has been satisfactorily proven to be the person whose name is subscribed to this written instrument, who acknowledged himself to be Vice President of PDW&A Properties, Inc., general partner of Largo Development Associates Limited Partnership, a Maryland limited partnership, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

GIVEN under my hand and seal this 21<sup>st</sup> day of June, 1986.

Linda R. Thomas  
Notary Public

My Commission Expires: 5-31-88

[NOTARIAL SEAL]

6386 723

JULY 9, 1986

EXHIBIT A

Being part of Part Three, Parcel Twenty-Five as described in a deed from Central Avenue Associates Limited Partnership to Largo Development Associates Limited Partnership, dated January 16, 1986, and recorded among the Land Records of Prince George's County, Maryland in Liber 6298 at Folio 380, also being a part of Tract No. 5 and all of Tract No. 6, Parcel No. 2, as described in a deed from Robert W. Ammann and Sherman H. Hollingsworth, to Northampton Corporation, dated August 20, 1964, and recorded among the aforesaid Land Records in Liber 3028 at Folio 457.

Beginning at a point on the northerly right of way line of Northampton Way as shown on a plat of street dedication entitled "Northampton, Northampton Way & Campus Way North" and recorded among the aforesaid Land Records in Plat Book 87 as Plat No. 23, said point lying on the South 80° 54' 35" East 200.00 foot line as shown on said plat, 81.81 feet from the easterly end thereof and running thence with said northerly right of way line the following three (3) courses

North 80° 54' 35" West 118.19 feet; thence

1147.35 feet along the arc of a curve deflecting to the left, having a radius of 1832.05 feet and a chord bearing South 81° 08' 57" West 1128.69 feet; thence

South 63° 12' 28" West 229.57 feet to a point; thence leaving Northampton Way and running with Part Three, Parcel Twenty as described in the aforesaid deed recorded in Liber 6298 at Folio 380 the following two (2) courses and distances

North 67° 02' 32" West 91.59 feet; thence

North 17° 17' 32" West 649.23 feet to a point on the 4th or North 29° 10' 53" East 2249.24 foot line described in Tract No. 5 of the aforesaid deed recorded in Liber 3028 at Folio 457; thence running with part of said 4th deed line

North 29° 10' 53" East 1118.49 feet to the end of said 4th deed line thence running with the 5th line of said Tract No. 5

North 09° 01' 20" West 495.00 feet; thence leaving Tract NO. 5 of the aforesaid deed recorded in Liber 3028 at Folio 457 and running with the outlines of Tract No. 6, Parcel No. 2 as described in said last mentioned deed the following five (5) courses and distances

South 87° 43' 40" West 17.20 feet; thence

North 12° 16' 20" West 226.88 feet; thence

North 58° 46' 10" East 490.99 feet; thence

North 66° 13' 40" East 181.50 feet; thence

South 04° 16' 20" East 528.00 feet to a point on the 6th or North 87° 43' 40" East 1022.72 foot line described in Tract No. 5 of the aforesaid deed recorded in Liber 3028 at Folio 457, 560.20 feet from the beginning thereof; thence running with part of said 6th line, all of the 7th, 8th and 9th lines and part of the 10th line of said Tract No. 5 the following five (5) courses and distances

North 87° 43' 40" East 462.42 feet; thence

North 11° 57' 20" West 632.06 feet; thence

North 64° 32' 40" East 744.64 feet; thence

North 11° 57' 20" West 90.45 feet; thence

North 86° 27' 20" West 330.00 feet to a point; thence leaving the 10th line of said Tract No. 5 and running

North 22° 45' 18" West 846.71 feet to a point in the center of Lottsford Road; thence binding on the center of the Lottsford Road with part of the 32nd, with the 33rd through 36th and with part of the 37th lines of said Tract No. 5 of the aforesaid deed recorded in Liber 3028 at Folio 457 the following six (6) courses and distances.

North 71° 17' 43" East 77.81 feet; thence

North 69° 19' 03" East 220.95 feet; thence

North 67° 20' 23" East 220.01 feet; thence

North 52° 43' 43" East 106.45 feet; thence

North 38° 07' 03" East 104.28 feet; thence

North 49° 16' 53" East 2.64 feet to a point; thence leaving Lottsford Road and running for a new line of division

North 78° 24' 54" East 492.37 feet to the beginning of the 34th line of said Parcel Twenty Five of the aforesaid deed recorded in Liber 6298 at Folio 380; thence running with said 34th deed line, said line also being the North 38° 32' 28" West 297.30 foot line described in a deed from Northampton Corporation to Maryland National Capital Park and Planning Commission dated June 1, 1978, and recorded among the aforesaid Land Records in Liber 4948 at Folio 719

South 38° 32' 28" East 297.30 feet to a point on the 72nd or North 78° 24' 54" East 266.30 foot line of Parcel Eighteen, Part 1 as described in a deed from ITR Properties of Maryland, Inc. to Central Avenue Associates Limited Partnership, dated September 30, 1985, and recorded among the aforesaid Land Records in Liber 6193 at Folio 207; thence running with part of the 72nd and with the 71st through 61st lines as described in said Parcel Eighteen of said deed recorded in Liber 6193 at Folio 207 and with the 35th through 46th lines as described in Parcel Twenty Five of the aforesaid deed recorded in Liber 6298 at Folio 380 the following twelve (12) courses and distances

South 78° 24' 54" West 182.77 feet; thence

31.81 feet along the arc of a curve deflecting to the right, having a radius of 50.00 feet and a chord bearing South 24° 05' 56" West 31.28 feet to a point; thence

South 20° 37' 20" East 449.83 feet; thence

South 24° 16' 28" West 111.89 feet; thence

South 48° 10' 47" West 101.98 feet; thence

South 79° 15' 15" West 139.44 feet; thence

South 47° 25' 10" West 50.25 feet; thence

South 21° 32' 28" West 338.24 feet; thence

South 68° 27' 32" East 22.94 feet; thence

South 21° 32' 28" West 330.00 feet; thence

South 00° 56' 30" East 667.71 feet; thence

84.96 feet along the arc of a curve deflecting to the right, having a radius of 1218.47 feet and a chord bearing South 83° 35' 59" East 84.95 feet to the southwest corner of Lot 71, Block J, as shown on a plat of subdivision entitled "Plat 6, Newbridge" and recorded among the aforesaid Land Records in Plat Book MLP 102 as Plat No. 28; thence

0380 725

Exhibit A  
July 9, 1986  
Page 3 of 3

South 20° 30' 18" West 61.44 feet to a point being the northwest corner of Lot 27, Block H as shown on said Plat 6; said point also being the end of the 17th line as described in the aforesaid Parcel Eighteen, Part Two of the aforesaid deed recorded in Liber 6193 at Folio 207; said point also being the beginning of the 70th line as described in the aforesaid Part Three, Parcel Twenty-Five of the aforesaid deed recorded in Liber 6298 at Folio 380 and running thence with the 70th through 84th lines of said Part Three, Parcel Twenty-Five and with the 17th through 3rd lines of said Parcel Eighteen, Part Two the following fifteen courses and distances

30.00 feet along the arc of a curve deflecting to the left, having a radius of 1158.47 feet and a chord bearing North 82° 58' 53" West 30.00 feet; thence

South 07° 45' 38" West 140.00 feet; thence

South 87° 28' 37" West 165.34 feet; thence

South 03° 55' 42" East 233.55 feet; thence

North 82° 33' 39" West 633.33 feet; thence  
South 21° 51' 59" West 163.78 feet; thence

South 31° 03' 34" East 102.73 feet; thence

South 67° 17' 08" East 233.09 feet; thence

South 52° 57' 00" East 572.60 feet; thence

South 36° 09' 29" East 547.44 feet; thence

South 47° 13' 52" West 54.49 feet; thence

South 82° 01' 28" West 576.58 feet; thence

South 09° 35' 35" West 72.01 feet; thence

South 04° 27' 04" East 167.50 feet; thence

South 09° 05' 25" West 88.37 feet to the point of beginning; containing 115.8956 acres.

The property described herein is intended to be all the land shown on plats of subdivision entitled "Plat Nine, Ten, Eleven, Twelve, and Thirteen, Newbridge", said plat to be recorded among the aforesaid Land Records at a later date.

VH/bjf

JULY 15, 1986

0386 726

EXHIBIT B

Being seven parcels of land, each being part of Part Three, Parcel Twenty-Five as described in a deed from Central Avenue Associates Limited Partnership to Largo Development Associates Limited Partnership, dated January 16, 1986, and recorded among the Land Records of Prince George's County, Maryland in Liber 6298 at Folio 380.

PARCEL A:

Beginning at a point lying North 54° 53' 04" East 454.80 feet from the beginning of the 3rd or South 63° 12' 28" West 229.57 foot line as described in the aforesaid Part Three, Parcel Twenty-Five of the aforesaid deed; and running thence .

North 10° 02' 34" East 105.33 feet; thence

North 23° 36' 11" West 140.46 feet; thence

84.66 feet along the arc of a curve deflecting to the right having a radius of 350.00 feet and a chord bearing North 76° 23' 27" East 84.45 feet; thence

North 83° 19' 12" East 42.49 feet; thence

South 06° 40' 48" East 75.00 feet; thence

South 12° 25' 04" East 77.93 feet; thence

South 51° 04' 31" East 125.44 feet; thence

South 82° 26' 03" West 211.32 feet to the point of beginning; containing 30,279 square feet or 0.6951 acres.

Being Parcel "A", Block "P" as shown on a plat of subdivision entitled "Plat Nine, Newbridge" and intended to be recorded at a later date.

PARCEL B:

Beginning at a point lying North 32° 54' 03" East 659.77 feet from the beginning of the 3rd or South 63° 12' 28" West 229.57 foot line as described in the aforesaid Plat Three, Parcel Twenty-Five of the aforesaid deed and running thence

North 14° 15' 55" West 80.00 feet; thence

North 61° 55' 16" West 52.72 feet; thence

South 66° 23' 49" West 179.54 feet; thence

North 82° 50' 03" West 91.46 feet; thence

North 38° 30' 35" West 54.11 feet; thence

South 51° 51' 30" West 121.64 feet; thence

North 38° 08' 30" West 25.00 feet; thence

North 51° 51' 30" East 121.48 feet; thence

North 38° 30' 35" West 51.08 feet; thence

North 02° 59' 51" West 96.68 feet; thence

North 60° 49' 07" West 100.00 feet; thence

North 29° 10' 53" East 71.09 feet; thence

South 60° 49' 07" East 75.00 feet; thence



6386 727

Exhibit B  
July 15, 1986  
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South 26° 59' 23" East 116.36 feet; thence

South 52° 18' 39" East 94.16 feet; thence

North 72° 59' 07" East 83.44 feet; thence

North 18° 45' 27" West 100.00 feet; thence

25.09 feet along the arc of a curve deflecting to the left, having a radius of 50.00 feet and a chord bearing North 56° 52' 08" East 24.82 feet; thence

South 47° 30' 16" East 100.00 feet; thence

North 42° 29' 44" East 36.90 feet; thence

North 14° 53' 37" East 92.40 feet; thence

North 10° 37' 30" West 85.85 feet; thence

North 48° 48' 31" East 55.68 feet; thence

North 55° 18' 52" East 159.84 feet; thence

South 21° 48' 05" East 60.00 feet; thence

South 31° 06' 57" East 120.00 feet; thence

South 86° 53' 32" West 198.42 feet; thence

South 14° 53' 37" West 73.93 feet; thence

South 70° 44' 54" East 90.15 feet; thence

26.18 feet along the arc of a curve deflecting to the left having a radius of 50.00 feet and a chord bearing South 34° 15' 06" West 25.88 feet; thence

North 70° 44' 54" West 81.54 feet; thence

South 14° 53' 37" West 103.95 feet; thence

South 47° 30' 16" East 73.91 feet; thence

South 64° 50' 32" East 129.95 feet; thence

South 06° 40' 48" East 62.29 feet; thence

South 83° 19' 12" West 42.49 feet; thence

52.95 feet along the arc of a curve deflecting to the left, having a radius of 400.00 feet and a chord bearing South 79° 31' 39" West 52.92 feet to the point of beginning; containing 104,685 square feet or 2.4032 acres.

Being Parcel "B", Block "N" as shown on a plat of subdivision entitled "Plat Nine, Newbridge" and intended to be recorded at a later date.

PARCEL "C":

Beginning at a point lying North 59° 54' 38" East 913.11 feet from the end of the 4th or North 17° 17' 32" West 649.23 foot line as described in the aforesaid Plat Three, Parcel Twenty-Five of the aforesaid deed, said point also being the end of the North 48° 48' 31" East 55.68 foot line described in Parcel "B" above and running thence

North 21° 26' 20" West 111.69 feet; thence

Exhibit B  
 July 15, 1986  
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26.18 feet along the arc of a curve deflecting to the left, having a radius of 50.00 feet and a chord bearing North 53° 33' 41" East 25.88 feet; thence

South 21° 26' 20" East 112.50 feet to a point on the North 55° 18' 52" East 159.84 foot line of Parcel "B" above; thence running with said line

South 55° 18' 52" West 25.68 feet to the point of beginning; containing 2,773 square feet or 0.0637 acres.

Being Parcel "C", Block "N" as shown on a plat of subdivision entitled "Plat Eleven, Newbridge" and intended to be recorded at a later date.

PARCEL "D":

Beginning at a point being the end of the 75th line as described in the aforesaid Part Three, Parcel Twenty Five of the aforesaid deed and running thence with the 75th, 76th, and part of the 77th lines of said Part Three, Parcel Twenty Five the following three (3) courses and distances:

South 21° 51' 59" West 163.78 feet; thence

South 31° 03' 34" East 102.73 feet; thence

South 67° 17' 08" East 75.00 feet to a point; thence leaving the aforesaid 77th deed line and running

South 53° 14' 24" West 90.35 feet; thence

South 16° 14' 03" East 98.00 feet; thence

30.47 feet along the arc of a curve deflecting to the left having a radius of 50.00 feet and a chord bearing South 56° 18' 30" West 30.00 feet; thence

North 51° 08' 57" West 110.00 feet; thence

South 36° 37' 51" West 106.08 feet; thence

North 28° 28' 21" West 69.98 feet; thence

South 71° 11' 52" West 125.00 feet; thence

38.43 feet along the arc of a curve deflecting to the right, having a radius of 570.00 feet and a chord bearing North 16° 52' 15" West 38.42 feet; thence

North 75° 03' 37" East 125.00 feet; thence

North 01° 14' 52" West 198.46 feet; thence

South 72° 02' 23" East 44.64 feet; thence

North 68° 47' 33" East 75.06 feet; thence

North 21° 51' 59" East 84.54 feet; thence

North 66° 51' 57" West 81.74 feet; thence

25.27 feet along the arc of a curve deflecting to the left, having a radius of 50.00 feet and a chord bearing North 23° 08' 04" East 25.00 feet; thence

South 66° 51' 57" East 81.18 feet; thence

North 21° 51' 59" East 90.00 feet; thence

North 36° 03' 04" East 120.66 feet; thence

25.27 feet along the arc of a curve deflecting to the left, having a radius of 50.00 feet and a chord bearing South 66° 25' 34" East 25.00 feet; thence

South 33° 09' 41" West 146.14 feet to the point of beginning; containing 64,906 square feet or 1.4900 acres.

Being Parcel "D", Block "O" as shown on a plat of subdivision entitled "Plat Eleven, Newbridge" and intended to be recorded at a later date.

PARCEL "E":

Beginning at a point on the 42nd or South 21° 32' 28" West 338.24 foot line as described in the aforesaid Part Three, Parcel Twenty Five of the aforesaid deed, 194.06 feet from the end thereof; and running thence with part of said 42nd, all of the 43rd, and part of the 44th lines of said Part Three, Parcel Twenty Five the following three (3) courses and distances:

South 21° 32' 28" West 194.06 feet; thence

South 68° 27' 32" East 22.94 feet; thence

South 21° 32' 28" West 190.00 feet to a point; thence leaving the aforesaid 44th deed line and running

North 63° 59' 47" West 95.63 feet; thence

247.91 feet along the arc of a curve deflecting to the left, having a radius of 400.00 feet and a chord bearing North 08° 14' 53" East 243.96 feet; thence

North 09° 30' 26" West 52.98 feet; thence

North 80° 29' 34" East 181.88 feet to the point of beginning; containing 39,040 square feet or 0.8962 acres.

Being Parcel "E", Block "K" as shown on a plat of subdivision entitled "Plat Twelve, Newbridge" and intended to be recorded at a later date.

PARCEL "F":

Being at a point on the 15th or North 64° 32' 40" East 744.64 foot line as described in the aforesaid Plat Three, Parcel Twenty Five of the aforesaid deed, 74.10 feet from the end thereof and running thence with part of said 15th, all of the 16th, and part of the 17th lines of said Part Three, Parcel Twenty five the following three (3) courses and distances:

North 64° 32' 40" East 74.10 feet; thence

North 11° 57' 20" West 90.45 feet; thence

North 86° 27' 20" West 237.76 feet to a point; thence leaving the aforesaid 17th deed line and running

North 62° 32' 58" East 210.00 feet; thence

North 87° 44' 43" East 85.23 feet; thence

South 09° 30' 26" East 52.98 feet; thence

218.26 feet along the arc of a curve deflecting to the right, having a radius of 350.00 feet and a chord bearing South 08° 21' 27" West 214.74 feet; thence

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Exhibit B  
July 15, 1986  
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North 63° 46' 41" West 66.80 feet to the point of beginning; containing 26,159 square feet or 0.6005 acres.

Being Parcel "F", Block "L" as shown on a plat of subdivision entitled "Plat Thirteen, Newbridge" and intended to be recorded at a later date.

PARCEL "G":

Beginning at a point on the 18th or North 22° 45' 18" West 846.71 foot line as described on the aforesaid Part Three, Parcel Twenty Five of the aforesaid deed, 85.00 feet from the end thereof and running thence with part of said 18th deed line

North 22° 45' 18" West 54.92 feet to a point; thence leaving said 18th deed line and running

North 71° 17' 43" East 76.20 feet; thence

North 69° 19' 03" East 221.99 feet; thence

North 67° 20' 23" East 224.37 feet; thence

North 52° 43' 43" East 114.14 feet; thence

North 38° 07' 03" East 105.19 feet; thence

North 49° 16' 53" East 53.53 feet; thence

North 78° 24' 54" East 430.75 feet to the beginning of the 34th or South 38° 32' 28" East 297.30 foot line as described in said Part Three, Parcel Twenty Five of the aforesaid deed; thence running with part of said 34th deed line

South 38° 32' 28" East 56.09 feet; thence

South 78° 24' 54" West 465.00 feet; thence

South 23° 57' 23" West 173.67 feet; thence

South 25° 16' 51" East 85.00 feet; thence

North 64° 43' 09" East 114.59 feet; thence

20.24 feet along the arc of a curve deflecting to the left having a radius of 50.00 feet and a chord bearing South 19° 28' 27" East 20.10 feet; thence

South 64° 43' 09" West 112.56 feet; thence

South 40° 06' 35" East 85.36 feet; thence

South 68° 58' 43" West 127.62 feet; thence

South 21° 01' 17" East 100.00 feet; thence

20.58 feet along the arc of a curve deflecting to the left, having a radius of 50.00 feet and a chord bearing South 57° 11' 23" West 20.43 feet; thence

North 21° 01' 17" West 104.17 feet; thence

South 68° 58' 43" West 170.00 feet; thence

North 29° 33' 08" West 101.12 feet; thence

South 53° 02' 00" West 132.00 feet; thence

0380 731

Exhibit B  
July 15, 1986  
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20.14 feet along the arc of a curve deflecting to the left, having a radius of 50.00 feet and a chord bearing North 48° 30' 17" West 20.00 feet; thence

North 29° 57' 34" East 130.00 feet; thence

North 78° 58' 10" West 99.69 feet; thence

South 69° 19' 03" West 75.00 feet; thence

South 60° 15' 50" West 141.45 feet to the point of beginning; containing 136,463 square feet or 3.1328 acres.

Being Parcel "G", Block "K" as shown on a plat of subdivision entitled "Plat Thirteen, Newbridge" and intended to be recorded at a later date.

VH/bjf

JULY 9, 1986

EXHIBIT C

Being all of Part Three, Parcel Nineteen as described in a deed from Central Avenue Associates Limited Partnership to Largo Development Associates Limited Partnership, dated January 16, 1986, and recorded among the Land Records of Prince George's County, Maryland in Liber 6298 at Folio 380, said Parcel Nineteen also being a part of Tract No. 5 as described in a deed from Robert W. Ammann and Sherman H. Hollingsworth, to Northampton Corporation, dated August 20, 1964, and recorded among the aforesaid Land Records in Liber 3028 at Folio 457.

Beginning for the same at a point in the centerline of Lottsford Road, said point being the beginning of the first line of the aforesaid deed recorded in Liber 6298 at Folio 380 and the end of the 11th line of said Tract No. 5 of the aforesaid deed recorded in Liber 3028 at Folio 457 and running thence with the centerline of Lottsford Road and with the outline of said Parcel Nineteen and with the outline of said Tract No. 5

North 71° 11' 03" East 391.16 feet to a point; thence

North 66° 07' 53" East 202.01 feet to a point; thence

North 61° 04' 43" East 205.62 feet to a point; thence

North 71° 43' 23" East 157.27 feet to a point; thence

North 82° 22' 03" East 165.16 feet to a point; thence

North 77° 50' 18" East 119.65 feet to a point; thence

North 73° 18' 33" East 173.57 feet to a point; thence

North 76° 47' 53" East 129.78 feet to a point; thence

North 80° 17' 13" East 241.71 feet to a point; thence

North 78° 09' 58" East 29.99 feet to a point; thence

North 76° 02' 43" East 169.27 feet to a point; thence

North 88° 58' 43" East 116.98 feet to a point; thence

North 78° 05' 17" East 131.83 feet to a point; thence

South 71° 26' 17" East 99.34 feet to a point; thence

South 64° 47' 17" East 285.97 feet to a point; thence

South 76° 37' 17" East 127.27 feet to a point; thence

South 88° 27' 17" East 112.74 feet to a point; thence

North 71° 06' 53" East 122.95 feet to a point; thence

North 50° 41' 03" East 91.32 feet to a point; thence

North 60° 59' 23" East 128.46 feet to a point; thence

North 71° 17' 43" East 140.39 feet to a point in the 32nd line of Tract No. 5 as described in the aforesaid deed recorded in Liber 3028 at Folio 457; thence leaving the centerline of Lottsford Road and running with the 18th line as described in Part Three, Parcel Twenty Five of the aforesaid deed recorded in Liber 6298 at Folio 380

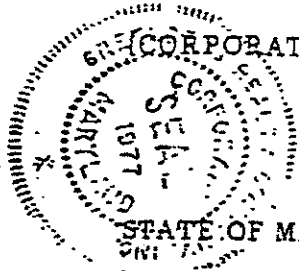
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ATTEST:

GREENBERG REALTY COMPANY  
a Maryland corporation

B. Hoffman  
Brian E. Hoffman, (Assistant) Secretary

By: Paul Greenberg  
Paul Greenberg, (Vice) President



STATE OF MARYLAND \*  
COUNTY OF MONTGOMERY \*  
PRINCE GEORGE'S \*

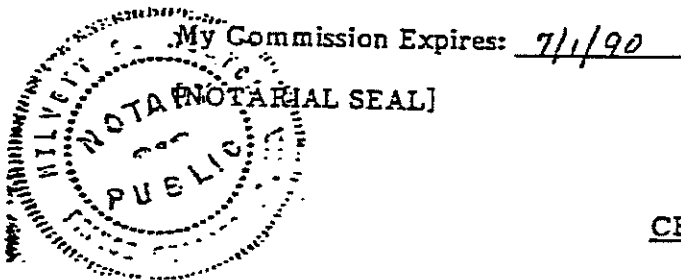
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to wit:

On this 14th day of January, 1988, before me, the undersigned officer, personally appeared Paul Greenberg and Brian E Hoffman, who have satisfactorily proven to be the persons whose names are subscribed to the within instrument, and who acknowledged themselves to be the (~~Vice~~) President and (Assistant) Secretary, respectively, of Greenberg Realty Company, a Maryland corporation, and as such (Vice) President and (Assistant) Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained on behalf of said corporation.

GIVEN under my hand and seal this 14th day of January, 1988.

M. L. H. A. Alford  
Notary Public



\*\*\*

CERTIFICATION

I HEREBY CERTIFY that the foregoing instrument was prepared on behalf of Greenberg Realty Company, the party thereto.

B. Hoffman

- 6871 17

Exhibit "A"

(Description of Annexed Property)



SCHEDULE "A"

GREENHORNE & O'MARA, INC.

- 6871 18

November 9, 1987

GLADYS W. MCCARVILL PROPERTY

KENT (13TH) DISTRICT

PRINCE GEORGE'S COUNTY, MARYLAND

Being all of the property conveyed by William Alonzo Windsor, surviving tenant by the entirety of Amerila Janette Windsor, deceased as of September 1, 1974 to Gladys W. McCarvill by deed dated March 25, 1974 and recorded among the Land Records of Prince George's County, Maryland in Liber 4742 at Folio 560.

Beginning for the same at a point at the northwest corner of Lot 15, Block L as shown on the plat entitled "Plat Twelve, Part of Blocks K, L, & O and Parcel E Newbridge" recorded in Plat Book NLP 128 as Plat No. 20, among the aforesaid Land Records running thence reversely with the outline of said plat.

1. South 11° 57' 20" East 632.06 feet to a point on the north side of Golf Course Drive as shown on the aforementioned plat, and also on the plat entitled "Plat Eleven Block M and Part of Blocks M, O, & Q and Parcels C and D, Newbridge" recorded in Plat Book NLP 128 as Plat No. 19, thence running with the north side of said Golf Course Drive
2. South 87° 43' 40" West 462.42 feet to a point at the southeast corner of Lot 1, Block M as shown on Plat Eleven Newbridge recorded in Plat Book NLP 128 as Plat No. 19, thence running reversely with the outline of said plat
3. North 04° 16' 20" West 528.00 feet to a point; thence leaving said outline
4. North 73° 26' 20" East 386.48 feet to the place of beginning. Containing 243,752 square feet or 5.5958 acres of land.

Subject to all easements, rights of way and restrictions of record.

JTC/jlh

Return to:  
Peter C. Mollengarden, Esquire  
Linowes and Blocher  
8720 Georgia Avenue  
P.O. Box 8728  
Silver Spring, MD 20907

- 6853 945

3120887PCM  
G-13

**CERTIFICATE OF AMENDMENT  
DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
ARBOR VIEW HOMEOWNERS ASSOCIATION, INC.**

THIS CERTIFICATE OF AMENDMENT (the "Amendment") of the Declaration of Covenants, Conditions and Restrictions for ARBOR VIEW HOMEOWNERS ASSOCIATION, INC. is hereby declared by GREENBERG REALTY COMPANY, INC., a Maryland corporation ("Greenberg") this 9<sup>th</sup> day of December, 1987;

**WITNESSETH:**

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Arbor View Homeowners Association, Inc. was recorded among the Land Records of Prince George's County, Maryland, in Liber 6386 at folio 689, et seq. (the "Declaration");

WHEREAS, pursuant to Article XI, Section 11.04 of the Declaration, the Declaration may be amended during the first thirty (30)-year period by an instrument signed by not less than two-thirds (2/3) of the Lot Owners;

WHEREAS, Greenberg is record title owner to not less than two-thirds (2/3) of the Lots subject to the Declaration;

WHEREAS, Greenberg desires to amend the Declaration as set forth in this Amendment;

WHEREAS, pursuant to Article XI, Section 11.07, of the Declaration, the Maryland-National Capital Park and Planning Commission (the "Commission") must provide their written consent prior to the amendment of any material or substantive provision of the Declaration;

WHEREAS, the Commission has consented in writing to this Amendment prior to the date hereof;

NOW, THEREFORE, in consideration of the foregoing, Greenberg hereby declares as follows:

A. Article I, Section 1.04 of the Declaration is hereby amended in its entirety to provide as follows:

"Development Plan" shall mean the Rough Grading Plan for Lake Arbor dated August 28, 1986 prepared by Greenhorne & O'Mara, Inc. including all amendments thereto as may be made from time to time.

B. Article II, Section 2.01(b) of the Declaration is amended in its entirety to provide as follows:

the right of the Association to suspend the voting rights of any Owner who is sixty (60) days or more delinquent in his assessments as shown on the books and records of the Association or management and the right to suspend the right of use of any recreational facility by an Owner for any period during which any assessment against his Lot is unpaid, and to suspend such right of use for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

DEC 15 2 46 PM '87  
RECORDED  
PRINCE GEORGE'S COUNTY  
MARYLAND

PRINCE GEORGE'S COUNTY, MD  
NO TRANSFER / RECORDATION  
TAKES TO BE COLLECTED  
DATE 12/17/87 BY XC

C. The first sentence of Article IV, Section 4.03 is hereby amended as follows:

Until January 1 of the year, immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Four Hundred Twenty Dollars (\$420.00) per Lot; provided, however, that the maximum annual assessment for that period and thereafter (including special assessments) for Lots (if any) owned by the Declarant shall be twenty-five percent (25%) of the assessment for any Lot not owned by the Declarant.

D. The following sentence is hereby inserted in Article IV, Section 4.09 of the Declaration after the first sentence thereof:

The Association, through its Board of Directors, may, in its sole discretion, elect to charge a reasonable late fee on any Owner who is more than ten (10) days delinquent in the payment of any assessment and such late fee may be collected pursuant to the Association's authority to impose a lien on such Owner's Lot(s) as set forth in this Declaration.

E. All references in the Declaration to the "Covenant Committee" are hereby deleted and the term "Architectural Review Committee" is substituted in lieu thereof.

F. The first sentence of Article V, Section 5.01 of the Declaration is hereby amended to provide as follows:

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change or alteration therein be made (including change in color) until the plans and specifications and sample materials showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing by a committee composed of not less than three (3) nor more than seven (7) representatives appointed from time to time by the Declarant for a period ending upon the earlier to occur of (i) the date which is one hundred twenty (120) days after conveyance or lease of seventy-five percent (75%) of the total number of Lots to the first Owner who purchases such Lots with dwelling units constructed thereon, or (ii) July 30, 1993, and appointed thereafter by the Board of Directors of the Association ("Architectural Review Committee").

G. The fourth sentence of Article XI, Section 11.05 of the Declaration is hereby amended to provide as follows:

Any de-annexation authorized hereby shall be made by filing of record Supplemental Declarations of Covenants amending Exhibit "A" hereto to remove from the Property subject to this Declaration the land being de-annexed; provided, however, that the prior written consent of two-thirds (2/3) of the Eligible Mortgage Holders (based upon one (1) vote for each mortgage owned) is obtained.

H. The first sentence of Article XI, Section 11.05 of the Declaration is hereby amended to provide as follows:

The Declarant shall have the right, for a period of seven (7) years following the date of recordation of this Declaration, without the consent of the members of the Association, to annex and bring within the scheme of this Declaration additional land in future stages of the development as shown on the Development Plan (and any amendments thereto) plus an

additional parcel of land approximately 5+ acres situated in Prince George's County, adjacent to the property shown on the Development Plan and bounded to the south by Golf Course Drive, to the west by the rear Lot lines of the Lots located along the east side of Fairlakes Place and to the east by the rear Lot lines of the Lots located along the west side of Terrapin Hills Drive; provided, however, that the specific location of such property may be determined by the Declarant or any successor Declarant in its sole discretion.

I. Any capitalized terms used herein without definition shall have the meaning provided for such term(s) in the Declaration, Bylaws or Articles of Incorporation of Arbor View Homeowners Association, Inc.

J. Except as noted in this Amendment, the remainder of the Declaration shall not be modified or changed in any manner and shall remain in full force and effect.

K. This Amendment shall be construed according to the law of the State of Maryland.

IN WITNESS WHEREOF, the undersigned, as Owner of not less than two-thirds (2/3) of the Lots subject to the Declaration, hereby executes this Amendment as of the date first hereinabove written.

ATTEST:

GREENBERG REALTY COMPANY, INC.,  
a Maryland corporation

B. E. Hoffman  
Brian E. Hoffman (Assistant) Secretary  
[CORPORATE SEAL]

By: Paul Greenberg  
Paul Greenberg, (Vice) President

\*\*\*

STATE OF Maryland  
COUNTY OF Prince George's  
to wit:

I HEREBY CERTIFY that on the 9th day of December, 1987, before the subscriber, a Notary Public in and for the above jurisdiction, personally appeared Paul Greenberg and Brian E. Hoffman, who have been satisfactorily proven to be the persons whose names are subscribed to this written instrument, who acknowledged themselves to be (Vice) President and (Assistant) Secretary, respectively, of Greenberg Realty Company, Inc., a Maryland corporation, and that said Paul Greenberg and Brian E. Hoffman, as such (Vice) President and (Assistant) Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by themselves as (Vice) President and (Assistant) Secretary, respectively.

GIVEN under my hand and seal this 9th day of December, 1987.

Michael A. [Signature]  
Notary Public

My Commission Expires: July 1, 1990

[NOTARIAL SEAL]

- 6853 948

CERTIFICATION

[ HEREBY CERTIFY that the foregoing instrument was prepared on behalf of  
Greenberg Realty Company, Inc., the party thereto.

GREENBERG REALTY COMPANY, INC.,  
a Maryland corporation

By: B. S. Hoff

Greenberg Realty Co., Inc.  
8401 Conn. Avenue  
Chevy Chase, Maryland 20815

Return to:  
Fenton Title Company  
8485 Fenton Street  
Silver Spring, MD 20910

2012188PCM  
G-13[2]

- 6583 304

**CERTIFICATE OF AMENDMENT  
DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
ARBOR VIEW HOMEOWNERS ASSOCIATION, INC.**

THIS CERTIFICATE OF AMENDMENT (the "Amendment") of the Declaration of Covenants, Conditions and Restrictions for ARBOR VIEW HOMEOWNERS ASSOCIATION, INC. is hereby declared by GREENBERG REALTY COMPANY, INC., a Maryland corporation ("Declarant") this 22<sup>nd</sup> day of JANUARY, 1988;

**WITNESSETH:**

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Arbor View Homeowners Association, Inc. was recorded among the Land Records of Prince George's County, Maryland, in Liber 6386 at folio 689, et seq. (the "Declaration", such term to include any modifications or amendments thereto);

WHEREAS, pursuant to an Assignment Agreement dated November 17, 1987 and recorded November 30, 1987 in Liber 6840 at folio 791, et seq., among the Land Records of Prince George's County, Maryland, Largo Development Associates Limited Partnership, a Maryland limited partnership, assigned the Declarant the rights, powers, privileges, exemptions, interests, reservations and easements of the declarant under the Declaration;

WHEREAS, pursuant to Article XI, Section 11.12 of the Declaration, the Declaration may be amended by the Declarant if such amendments are required by the Veterans Administration, Federal Housing Administration, Federal Home Loan Mortgage Corporation or the Federal National Mortgage Association;

WHEREAS, the Veterans Administration has requested that certain modifications be made to the Declaration as set forth in this Amendment;

WHEREAS, the Declarant desires to amend the Declaration as set forth in this Amendment pursuant to the request of the Veterans Administration;

WHEREAS, pursuant to Article XI, Section 11.07, of the Declaration, the Maryland-National Capital Park and Planning Commission (the "Commission") must provide their written consent prior to the amendment of any material or substantive provision of the Declaration;

WHEREAS, the Commission has consented in writing to this Amendment prior to the date hereof;

NOW, THEREFORE, in consideration of the foregoing, the Declarant hereby declares as follows:

A. In the fourth line of Article IV, Section 4.03(a) of the Declaration, the reference to "ten percent (10%)" is hereby amended to provide "five percent (5%)."

B. Article IV, Section 4.13 of the Declaration is hereby deleted in its entirety.

C. Any capitalized terms used herein without definition shall have the meaning provided for such term(s) in the Declaration, Bylaws or Articles of Incorporation of Arbor View Homeowners Association, Inc.

D. Except as noted in this Amendment, the remainder of the Declaration shall not be modified or changed in any manner and shall remain in full force and effect.

FEB 1 12 44 PM '88  
CLERK OF THE  
CIRCUIT COURT  
PRINCE GEORGE'S COUNTY

- 6583 335

E. This Amendment shall be construed according to the law of the State of Maryland.

IN WITNESS WHEREOF, the Declarant, in accordance with the authority provided in Article XI, Section 11.12 of the Declaration, hereby executes this Amendment as of the date first hereinabove written.

ATTEST:

DECLARANT:

GREENBERG REALTY COMPANY, INC.,  
a Maryland corporation

B. S. Hoff  
Brian E. Hoffman (Assistant) Secretary

By: Paul Greenberg  
Paul Greenberg, (Vice) President



[CORPORATE SEAL]

STATE OF Maryland  
COUNTY OF Prince Georges

\*\*\*  
\*  
\* to wit:  
\*

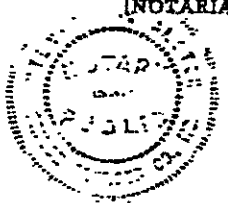
I HEREBY CERTIFY that on the 22nd day of January, 1988, before the subscriber, a Notary Public in and for the above jurisdiction, personally appeared Paul Greenberg and Brian E. Hoffman, who have been satisfactorily proven to be the persons whose names are subscribed to this written instrument, who acknowledged themselves to be (Vice) President and (Assistant) Secretary, respectively, of Greenberg Realty Company, Inc., a Maryland corporation, and that said Paul Greenberg and Brian E. Hoffman, as such (Vice) President and (Assistant) Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by themselves as (Vice) President and (Assistant) Secretary, respectively.

GIVEN under my hand and seal this 22nd day of January, 1988.

Milvett S. Alstpm  
Notary Public  
Milvett S. Alstpm

My Commission Expires: July 1, 1990

[NOTARIAL SEAL]



- 6588 316

CERTIFICATION

I HEREBY CERTIFY that the foregoing instrument was prepared on behalf of Greenberg Realty Company, Inc., the party thereto.

GREENBERG REALTY COMPANY, INC.,  
a Maryland corporation

By: B. S. Hoffman  
Brian S. Hoffman

MAIL TO  
N. S. UTHARD  
LINDOWES TEOLOCHER  
P.O. BOX 8728  
SILVER SPRING MD. 20907



**ARBORVIEW HOMEOWNERS  
ASSOCIATION, INC.**

**ARTICLES OF  
INCORPORATION**



STATE DEPARTMENT OF ASSESSMENTS  
AND TAXATION

3091787RDW  
G-9D

APPROVED FOR RECORD

9/18/87 at 2:13 p.m.

ARTICLES OF INCORPORATION

OF

ARBOR VIEW HOMEOWNERS ASSOCIATION, INC.

In compliance with the requirements of Corporations and Associations, Title 2, Annotated Code of Maryland (1975), and any amendments thereto, the undersigned, Peter C. Mollengarden, whose post office address is Linowes and Blocher, being at least eighteen (18) years of age, has this day, by execution of these Articles, voluntarily declared himself to be an incorporator for the purpose of forming a non-stock, non-profit corporation pursuant to the general laws of Maryland, and does hereby certify:

ARTICLE I  
NAME OF CORPORATION

The name of the Corporation is ARBOR VIEW HOMEOWNERS ASSOCIATION, INC., hereinafter called the "Association".

ARTICLE II  
PRINCIPAL OFFICE

The post office address of the principal office of the Association is 8401 Connecticut Avenue, Suite 1005, Chevy Chase, Montgomery County, Maryland 20815.

ARTICLE III  
RESIDENT AGENT

The name of its resident agent is Paul Greenberg, whose post office address is 8401 Connecticut Avenue, Suite 1005, Chevy Chase, Montgomery County, Maryland 20815.

ARTICLE IV  
POWERS AND PURPOSES

This Association does not contemplate pecuniary gain or profit, direct or indirect, to the members thereof, and the specific purposes for which it is formed are to provide for or assure maintenance, preservation and architectural control of the Lots and Common Area within the Property described in the Declaration of Covenants, Conditions and Restrictions recorded or to be recorded among the Land Records of the County in which the said Declaration is recorded, including such additions thereto as may be hereafter brought within the jurisdiction of the Association, and to promote the health, safety and welfare of the Owners within the Property and any additions thereto

-1-

72648136

1987 SEP 18 P 2:13

W

STATE OF MARYLAND	
I hereby certify that this is a true and complete copy of the _____ page document on file in this office. DATE: 9-28-87	
STATE DEPARTMENT OF ASSESSMENTS AND TAXATION	
BY: _____	_____
This stamp replaces our previous certification system. Effective: 10/84	

as may hereafter be brought within the jurisdiction of this Association. For this purpose, the Association shall have the power and authority to:

(a) Exercise all of the powers and privileges and perform all of the duties and obligations of the Association as set forth in the Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration", applicable to the Property and recorded or to be recorded among the Land Records of Prince George's County, Maryland, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length and made a part hereof;

(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, including all office expenses, licenses, taxes or governmental charges levied or imposed against the property of the Association and all other expenses incident to the conduct of the business 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 incurred;

(d) Borrow money, and mortgage, pledge, deed in trust, or hypothecate any or all of the real or personal property owned by the Association as security for money borrowed or debts incurred in accordance with the provisions of the Declaration and Bylaws;

(e) Dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless done in accordance with the provisions of the Declaration and Bylaws and unless the Maryland-National Capital Park and Planning Commission, or its successor or assigns, has given its prior written approval thereof, which approval shall not be unreasonably withheld or delayed.

(f) Participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall be carried out in accordance with the terms of the Declaration and Bylaws.

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

#### ARTICLE V NO CAPITAL STOCK

This Association is not authorized to issue any capital stock and shall not be operated for profit. The Association does not anticipate distributing dividends, gains or profits to its members. No member shall have any personal liability for the debts or obligations of the Association.

ARTICLE VI  
MEMBERSHIP

The Association shall have two (2) classes of voting membership:

Class A: All Owners shall be Class A members with the exception of the Declarant (as defined in the Declaration), and Class A members shall be entitled to one (1) vote for each Lot (as such term is defined in the Declaration) 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 among themselves determine, but in no event shall more than one (1) vote be cast by a Class A member with respect to any Lot.

Any Owners who leases his Lot may, in the lease or other written instrument, assign the voting right appurtenant to that Lot to the lessee, provided such assignment shall only be effective if a copy of such instrument is furnished to the Association.

Class B: The Declarant shall be the initial Class B member and shall be entitled to three (3) votes for each Lot which it owns; provided, however, that the Class B membership(s) shall cease and be converted to Class A membership upon the happening of any of the following events, whichever occurs earliest:

(i) when the total authorized and outstanding votes of the Class A members equal the total authorized and outstanding votes of the Class B members; or

(ii) Seven (7) years from the date of recordation of the Declaration; provided, however, that if the Declarant is delayed in the improvement and development of the Property on account of a sewer, water or building permit moratorium or any other cause or event beyond the Declarant's control, then the aforesaid seven (7)-year period shall be extended by a period of time equal to the length of the delays or an additional seven (7) years, whichever is less; or

(iii) upon the surrender of said Class B memberships by the then holders thereof for cancellation on the books of the Association.

Upon the lapse or surrender of the Class B memberships as provided for in this Article, the Declarant shall thereafter become a Class A member of the Association as to each and every Lot in which the Declarant then holds the interest otherwise required for such Class A membership. The period during which the Declarant holds Class B memberships shall be referred to as the "Control Period".

The members of the Association shall have no preemptive rights, as such members, to acquire any memberships of this Association that may at any time be issued by the Association except as may be specifically provided in these Articles of Incorporation or the Bylaws of the Association.

**ARTICLE VII**  
**VOTING RIGHTS**

Every person or entity who is a record owner of a fee or undivided fee interest of any Lot, including contract sellers, shall be a member of the Association; provided that any such person or entity who or which holds such interest merely as security for the performance of an obligation shall not be a member. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

**ARTICLE VIII**  
**RIGHT OF ENJOYMENT**

Every Owner shall have a right and easement of enjoyment in and to the Common Area, including the private streets and parking lots and walkways included therein, which shall be appurtenant to and shall pass with the title to every Lot, for purposes of ingress and egress to and from his Lot.

**ARTICLE IX**  
**BOARD OF DIRECTORS**

The affairs of this Association shall be managed by a Board initially consisting of three (3) directors whose names and addresses are hereinafter listed. Commencing with the first annual meeting of the Association, the Board shall consist of an uneven number of not less than three (3) nor more than seven (7) directors. The names and addresses of the persons who are to initially act in the capacity of directors until the selection of their successors are:

<u>Name</u>	<u>Address</u>
Paul Greenberg	8401 Connecticut Avenue, Suite 1005 Chevy Chase, Maryland 20815
Brian Hoffman	8401 Connecticut Avenue, Suite 1005 Chevy Chase, Maryland 20815
Bernard Rafferty	8401 Connecticut Avenue, Suite 1005 Chevy Chase, Maryland 20815

The number, qualifications, powers, duties and tenure of the office of the directors and the manner by which directors are to be chosen shall be as prescribed and set forth in the Bylaws of the Association. Officers of the Association shall be elected and shall serve as provided for in said Bylaws.

**ARTICLE X**  
**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, and with the written approval of the Maryland-National Capital Park and Planning Commission, or its successors or assigns, which approval shall not be unreasonably withheld or delayed. Written notice of a proposal to dissolve, setting forth the reasons therefor and the disposition to be made of the assets (which shall be consonant with this ARTICLE X), shall be mailed to every member not less than ten (10) days nor more than fifty (50) days in advance of any action to be taken. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes.

**ARTICLE XI**  
**DURATION**

This Association shall exist perpetually.

**ARTICLE XII**  
**AMENDMENTS**

Amendment of these Articles shall require the assent of seventy-five percent (75%) of the entire membership.

**ARTICLE XIII**  
**FHA/VA APPROVAL**

As long as there is a Class B membership and any Lot subject to the Declaration is then encumbered by a deed of trust or mortgage which is insured by the Federal Housing Administration or guaranteed by the Veterans Administration, the following actions will require the prior approval of the Federal Housing Administration and/or the Veterans Administration (as applicable): annexation of additional properties, not in conformance with the Development Plan (and amendments thereto) as approved by FHA and/or VA, mergers and consolidations, mortgaging of Common Area, dedication of Common Area, dissolution and amendment of these Articles.

**ARTICLE XIV**  
**MISCELLANEOUS**

Unless it is plainly evident from the context that a different meaning is intended, all terms used herein shall have the same meaning as they are defined to have in the Declaration.

IN WITNESS WHEREOF, Peter C. Mollengarden has signed, sealed and delivered these Articles of Incorporation as his own free act and deed on this 17th day of September, 1987.

WITNESS:

Laurie F. Malachuk [Signature] (L.S.)

STATE OF MARYLAND

COUNTY OF MONTGOMERY

to wit:

On this 17th day of September, 1987, before me, a Notary Public in and for the above County and State, personally appeared Peter C. Mollengarden and acknowledged that he signed the foregoing Articles of Incorporation for the purposes therein stated.

WITNESS my hand and Notarial Seal.

Laurie F. Malachuk  
Notary Public

My Commission Expires My Commission Expires July 1, 1990

[NOTARIAL SEAL]



**ARBORVIEW HOMEOWNERS  
ASSOCIATION, INC.**

**By-Laws**

Prepared By  
Zalco Realty, Inc.  
Managing Agents



BYLAWS  
OF  
ARBOR VIEW-HOMEOWNERS ASSOCIATION, INC.

ARTICLE I  
Name and Location

The name of the corporation is ARBOR VIEW HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the corporation shall be located at 8401 Connecticut Avenue, Suite 1010, Chevy Chase, Montgomery County, Maryland 20815, but meetings of members and Directors may be held at such places within the State of Maryland as may be designated by the Board of Directors.

ARTICLE II  
Definitions

Section 1. "Association" shall mean and refer to ARBOR VIEW HOMEOWNERS ASSOCIATION, INC., a non-stock, non-profit Maryland corporation, its successors and assigns.

Section 2. "Property" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

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

Section 4. "Lot" shall mean and refer to (i) any plot of land shown upon any recorded subdivision map of the Property upon which one (1) dwelling unit may be constructed; and (ii) any condominium unit within the Property which is to be devoted to residential use; provided, however, that nothing shall be construed to be in any situation when it may fall within more than one of the descriptions herein contained.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Declarant" shall mean and refer to Largo Development Associates Limited Partnership, a Maryland limited partnership, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development, but only to the extent, and only of the rights, purpose of the

reservations, easements, interests, exemptions, privileges and powers of the Declarant are specifically assigned or transferred to such successors or assigns by an instrument in writing.

**Section 7.** "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Property recorded among the Land Records for Prince George's County, Maryland, including amendments and supplements thereto.

**Section 8.** "Member" shall mean and refer to those persons group of persons, partnership, corporation, trust or other legal entity, or any combination thereof, who holds any class of membership in the Association as provided in the Declaration.

**Section 9.** "Mortgagee" shall mean the Holder of any recorded Mortgage, encumbering one or more of the Lots. "Mortgage", as used herein, shall include deed of trust. "First Mortgage", as used herein, shall mean a Mortgage with priority over other Mortgages. As used in this Declaration, the term "Mortgagee" shall mean any Mortgagee and shall not be limited to Institutional Mortgagees. As used in these Bylaws, the term "Institutional Mortgagee" or "Institutional Holder" shall include banks, trust companies, insurance companies, mortgage insurance companies, savings and loan associations, trusts, mutual savings banks, credit unions, pension funds, mortgage companies, Federal National Mortgage Association ("FNMA"), Federal Home Loan Mortgage Corporation ("FHLMC"), all corporations and any agency or department of the United States Government or of any state or municipal government or any other organization or entity which has a security interest in any Lot.

In the event any Mortgage is insured by the Federal Housing Administration ("FHA") or guaranteed by the Veterans Administration ("VA"), then as to such Mortgage, the expressions "Mortgagee" and "Institutional Mortgagee" include the FHA or the VA, as the circumstances may require, acting, respectively, through the Federal Housing Commissioner and the Commissioner of Veterans Benefits or through other duly authorized agents.

### ARTICLE III Meeting of Members

**Section 1.** Annual Meetings. The first annual meeting of the members shall be held within twelve (12) months from the date of filing of the Articles of Incorporation of the Association and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter or such other reasonably similar date as may be selected 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.

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

**Section 3. Notice of Meetings.** Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing or delivering a copy of such notice, not less than ten (10) (but not more than sixty (60) days) before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice may be waived upon the declaration of an emergency by the person calling the meeting. 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. All meetings of the members shall be held at places and times convenient to the greatest numbers of members.

**Section 4. Quorum.** The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

**Section 5. Voting.** At every meeting of the members, each Class A member shall have the right to cast one (1) vote for each Class A membership which he owns on each question. Each of the Class B members shall have the right to cast three (3) votes for each Class B membership which he owns on each question. The vote of the members representing fifty-one percent (51%) of the total of the votes of all of the memberships at the meeting, in person or by proxy, calculated as aforesaid, shall be necessary to decide any question brought before such meeting, unless the question is one upon which, by the express provision of law or of the Articles of Incorporation, or of the Declaration or of these Bylaws, a different vote is required, in which case such express provision shall govern and control. The vote for any membership which is owned by more than one person may be exercised by any of the co-owners present at any meeting unless any objection or protest by any other owner of such membership is noted at such meeting. In the event all of the co-owners of any membership who are present at any meeting of the members are unable to agree on the manner in which the votes for such membership shall be cast on any particular question, then such vote shall not be counted for purposes of deciding that question. In the event any membership is owned by a corporation, then the vote for any such membership shall be cast by a person designated in a certificate signed by the President or any Vice President of such corporation and attested by the Secretary or an Assistant Secretary of such corporation and filed with the Secretary of the Association, prior to or during the meeting. The vote for any membership which is owned by a trust or partnership may be exercised by any trustee or partner thereof, as the case may be, and, unless any objection or protest by any other such trustee or partner is noted at such meeting, the Chairman of such meeting shall have no duty to inquire as to the authority of the person casting such vote or votes. No Class A member shall be eligible to vote, either in person or by proxy, or to be elected to the Board of Directors, who is shown on the books or management accounts of the Association to be more than sixty (60) days delinquent in any payment due the Association. All election materials prepared with Association funds must list candidates in alphabetical order and must not suggest a preference among candidates.

Section 6. Absentee Ballots. Any unsigned absentee ballot, to be valid, shall be received in a signed, sealed envelope bearing the identification of the dwelling unit on the outside, and shall be opened only at a meeting at which all candidates or their delegates have a reasonable opportunity to be present.

Section 7. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot. No proxy shall be valid after eleven (11) months from its date, unless otherwise provided in the proxy. Any proxy must be in writing and must be filed with the Secretary in form approved by the Board of Directors, which approval may not be unreasonably withheld, before the appointed time of each meeting. Any written proxy which conforms with the applicable laws of Maryland shall be satisfactory and approved as to form by the Board of Directors.

Section 8. Rights of Mortgagees. Any Institutional Mortgagee of any Lot who desires notice of the annual and special meetings of the members shall notify the Secretary to that effect by Registered Mail - Return Receipt Requested. Any such notice shall contain the name and post office address of such Institutional Mortgagee and the name of the person to whom notice of the annual and special meetings of the members should be addressed. The Secretary of the Association shall maintain a roster of all Institutional Mortgagees from whom such notices are received and it shall be the duty of the Secretary to mail or otherwise cause the delivery of a notice of each annual or special meeting of the members to each such Institutional Mortgagee in the same manner, and subject to the same requirements and limitations as are otherwise provided in this Article for notice to the members. Any such Institutional Mortgagee shall be entitled to designate a representative to attend any annual or special meeting of the members and such representative may participate in the discussion at any such meeting and may, upon his request made to the Chairman in advance of the meeting, address the members present at any such meeting. Such representative shall have no voting rights at any such meeting. Such representative shall be entitled to copies of the minutes of all meetings of the members upon request made in writing to the Secretary.

Section 9. Open Meetings.

(a) All meetings of the Association shall be open to all owners or occupants of units of the Association, their guests and any representative of the news media, except that such meetings may be held in closed session for the following purposes:

(i) Discussion of the employment, assignment, appointment, promotion, demotion, compensation, discipline, removal or resignation of employees over whom it has jurisdiction, or any other personnel matter affecting one or more particular individual(s);

(ii) Protection of the privacy or reputation of individuals in matters not related to Association business;

(iii) Consultation with legal counsel;

(iv) Consultation with staff personnel, consultants, attorneys or other persons in connection with pending or potential litigation;

(v) Investigative proceedings concerning possible or actual criminal misconduct;

(vi) Complying with a specific constitutional, statutory or judicially imposed requirement protecting particular proceedings or matters from public disclosure;

(vii) On an individually recorded affirmative vote of two-thirds (2/3) of the members present, for some other exceptional reason so compelling as to override the general public policy in favor of open meetings;

(viii) Acquisition of capital items previously specifically approved as part of a published budget adopted in an open meeting;

(ix) Short-term investments of funds of the Association in liquid assets if authorized by an investment policy previously adopted in an open meeting;

(x) Conducting collective bargaining negotiations or considering matters and issues in conjunction therewith; or

(xi) Discussions concerning public security, including the deployment of personnel in connection therewith and the development and implementation of emergency plans.

(b) If a meeting is held in closed session pursuant to the procedures established above,

(i) No action may be taken and no matter may be discussed other than those permitted above; and

(ii) A statement of the time, place and purpose of any closed meeting, the record of the vote of each member by which any meeting was closed, and the authority under this Section for closing any meeting shall be made available so as to reasonably notify members of the Association within fourteen (14) days after the meeting.

#### ARTICLE IV

##### Board of Directors: Selection: Term of Office

**Section 1. Number.** The affairs of the Association shall be managed by a Board of Directors initially consisting of three (3) natural persons who shall be designated by the Declarant and who shall hold office until the election of their successors at the first annual meeting of the members of the Association. The names of the initial Directors are: Paul Greenberg, Brian Hoffman, and Bernard Rafferty.

Commencing with the first annual meeting of the Association, the Board of Directors shall consist of an uneven number of not less than three (3) nor more than

seven (7) members who shall be elected by the members of the Association. Prior to the lapse of all of the Class B memberships as provided for in the Articles of Incorporation and the Declaration, the number of Directors shall be determined from time to time by a vote of the initial Directors named by the Declarant; thereafter the number of Directors may be determined by a vote of the members at the annual meeting of members and the number of Directors may be changed by a vote of the members at any subsequent annual or special meeting of the members; provided, however, that (a) the limitations of this Section shall continue to apply; (b) no such change shall operate to curtail or extend the term of any incumbent Director and (c) in the event the membership does not establish the number of directors at the annual meeting, the number of directors shall be the same as that for the preceding year.

A majority of the Board of Directors (after lapse of the Class B memberships as provided for in the Articles of Incorporation and the Declaration) shall be members of the Association.

Section 2. Term of Office. At the first annual meeting of the members, the members shall elect the Board of Directors and in the event the Board consists of three (3) or five (5) Directors, the term of office of the Director receiving the greatest number of votes shall be fixed for three (3) years. The term of office of the Director receiving the second greatest number of votes shall be fixed for two (2) years and the term of office of the other Director or Directors shall be fixed for one (1) year. If the Board consists of seven (7) Directors the term of the two (2) Directors receiving the greatest number of votes shall be fixed for three (3) years. The term of office of the two (2) Directors receiving the second highest number of votes shall be fixed for two (2) years and the term of office of the other Director or Directors shall be fixed for one (1) year. At the expiration of the initial term of office of each respective Director, his successor shall be elected to serve a term of three (3) years. In the alternative, the membership may, by resolution duly made and adopted at the first annual meeting of members, or at any subsequent annual meeting, resolve to fix the term for each Director elected at any such meeting at one (1) year. Directors shall hold office until their successors have been elected and hold their first regular meeting.

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

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

## ARTICLE V

### Nomination and Election of Directors

Section 1. Nomination. Nomination for election to the Board of Directors, commencing with the first annual meeting of members, may be made by a Nominating



Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee, if created, shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee may be appointed by the Board of Directors prior to each annual meeting of the members and such appointment may be announced at each annual meeting. The Nominating Committee may make as many nominations for election to the Board of Directors as it may in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

**Section 2. Election.** Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. Only directed proxies shall be valid for the purpose of casting of votes for election of members to the Board of Directors. All election materials prepared with funds of the Association shall list candidates in alphabetical order and shall not suggest a preference among candidates. The persons receiving the largest number of votes shall be elected. Votes shall not be counted until after the time allotted by the Association for voting has ended. Cumulative voting is not permitted.

## **ARTICLE VI** **Meetings of Directors**

**Section 1. Regular and Special Meetings.** All meetings of the Board of Directors or any committee created by the Board of Directors shall be held only upon regularly scheduled and established dates or periods at such time and place as shall have been made known to all members in accordance with the procedures established in Article III, Section 3, of these Bylaws. All such meetings shall be open to all owners or occupants of units of the Association, their guests and any representative of the news media and be held at places and times convenient to the greatest number of members. Meetings of the Board of Directors may be held in closed session only in accordance with Article III, Section 9, of these Bylaws.

**Section 2. Quorum.** A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

**Section 3. Rights of Mortgagees.** Any Institutional Mortgagee of any Lot who desires notice of the regular and special meetings of the Board of Directors shall notify the Secretary to that effect by Registered Mail - Return Receipt Requested. Any such notice shall contain the name and post office address of such Institutional Mortgagee and the name of the person to whom notice of the regular and special meetings of the Board of Directors should be addressed. The Secretary of the Association shall maintain a roster of all Institutional Mortgagees from whom such notices are received and it shall be the duty of the Secretary to mail or otherwise cause the delivery of a notice of each regular or special meeting of the Board of Directors to each such Institutional Mortgagee, in the same manner, and subject to the same requirements and limitations, as are otherwise provided in this Article for notice to the members of the Board of Directors. Any such Institutional Mortgagee shall be entitled to designate a

representative to attend any regular or special meeting of the Board of Directors and such representatives may participate in the discussion at any such meeting and may, upon his request made to the Chairman in advance of the meeting, address the members of the Board of Directors present at any such meeting. Such representative shall be entitled to copies of the minutes of all meetings of the Board of Directors upon request made in writing to the Secretary.

**Section 4. Fidelity Bonds.** The Board of Directors shall require that all officers, Directors and employees of the Association regularly handling or otherwise responsible for the funds of the Association shall furnish fidelity bonds or equivalent insurance coverage against acts of dishonesty in an amount equal to no less than three (3) months of assessments on all the Lots plus reserves. The premiums on such bonds or insurance shall be paid by the Association.

## ARTICLE VII.

### Powers and Duties of the Board of Directors

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

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

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

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration;

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

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

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

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

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

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

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

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

(3) foreclose the lien against any property for which assessments are not paid within sixty (60) days after due date or to bring an action at law against the owner personally obligated to pay the same;

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

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

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

(g) cause the Common Area to be maintained;

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

**Section 3. Management Agent.** The Board of Directors may employ for the Association a management agent or manager (the "Management Agent") at a rate of compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall from time to time authorize in writing. Any management agreement entered into by the Association shall provide, inter alia, that such agreement may be terminated for cause by either party upon thirty (30) days' written notice thereof to the other party. The term of any such management agreement shall not exceed one year; provided, however, that the term of any such management agreement may be renewable by mutual agreement of the parties for successive one-year periods. If the standards and regulations of FNMA and/or FHLMC prohibit self-management by the Association, and FNMA and/or FHLMC holds an interest in a First Mortgage or deed of trust against any Lots, then no such self-management shall be undertaken by the Association, without the prior written consent and approval of all of the Holders of the First Mortgages of record on the Lots.

Provided that any Lot subject to these Bylaws is then encumbered by a deed of trust or Mortgage which is insured by the Federal Housing Administration or

guaranteed by the Veterans' Administration, and, provided, further, that FHA and/or VA standards and regulations prohibit self-management of the Association, then no such self-management shall be undertaken by the Association without the prior written consent and approval of FHA and/or VA (as applicable).

## ARTICLE VIII Officers and Their Duties

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

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

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

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

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

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

**Section 7. Multiple Offices.** The offices of Secretary and Assistant Secretary, Treasurer and Vice President may be held by the same person, but in no event shall the same officer execute, acknowledge or verify any instrument in more than one capacity, if such instrument is required by law, the Declaration, the Articles of Incorporation or these Bylaws to be executed, acknowledged or verified by two (2) or more officers. No person shall simultaneously hold more than one (1) of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article and except as otherwise provided in this Section 7.

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

### President

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

### Vice President

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

### Secretary

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

### Treasurer

(d) The Treasurer shall receive and deposit in appropriate bank accounts all moneys of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account, cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be represented to the membership at its regular annual meeting, and deliver a copy of each to the members. The Treasurer shall also provide a copy of the annual budget and statement of income and expenditures to any Mortgagee pursuant to a written request for the same.

## ARTICLE IX

### Liability and Indemnification of Officers and Directors

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 an officer or Director in connection with any action, suit or other proceeding (including the settlement of any such suit or proceeding if approved by the then 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, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The officers and Directors of the Corporation 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.

#### ARTICLE X Committees

The Board of Directors may appoint an Architectural Review Committee, as provided in the Declaration, and a Nominating Committee, as provided in these Bylaws. In addition, the Board of Directors may appoint other committees as deemed appropriate in carrying out its purpose. All committees appointed by the Board of Directors shall hold meetings in accordance with Article III, Sections 3 and 9, of these Bylaws.

#### ARTICLE XI Insurance

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

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

(b) A "Legal Expense Indemnity Endorsement", or its equivalent, affording protection for the officers and Directors of the Association for expenses and fees incurred by any of them in defending any suit or settling any claim, judgment or cause of action to which any such officer or Director shall have been made a party by reason of his or her services as such; and

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

Section 2. Limitations. Any insurance obtained pursuant to the requirements of this Article shall be subject to the following provisions:

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

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

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

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

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

## ARTICLE XII Books and Records/Fiscal Management

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

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

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

Section 4. Auditing. At the close of each fiscal year, the books and records of the Association shall be audited by an independent Public Accountant whose report shall be prepared in accordance with generally accepted auditing standards, consistently applied. Based upon such report, the Association shall furnish the members and any Mortgagee requesting the same with an annual financial statement, including the income and disbursements of the Association, within ninety (90) days following the end of each fiscal year.

Section 5. Inspection of Books. The books and accounts of the Association, vouchers accrediting the entries made thereupon and all other records maintained by the Association shall be available for examination by the members and their duly authorized agents or attorneys, and to the institutional Holder of any First Mortgage on any Lot and its duly authorized agents or attorneys, during normal business hours and

for purposes reasonably related to their respective interests and after reasonable notice. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

### **ARTICLE XIII** **Assessments**

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the maximum rate permitted by law (or such lesser sum as VA or FHA shall specify if any Lot is insured by FHA or guaranteed by VA), and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorneys' fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

### **ARTICLE XIV** **Corporate Seal**

The Association shall have a seal in circular form having within its circumference the words: ARBOR VIEW HOMEOWNERS ASSOCIATION, INC., a Maryland corporation.

### **ARTICLE XV** **Amendments**

These Bylaws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy, except that if any Lot subject to these Bylaws is then encumbered by a Mortgage or deed of trust guaranteed by VA or insured by FHA, then VA and/or FHA (as applicable) shall have the right to veto amendments while there is Class B membership.

### **ARTICLE XVI** **Interpretation/Miscellaneous**

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



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

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

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

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

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

IN WITNESS WHEREOF, we, being all of the Directors of ARBOR VIEW HOMEOWNERS ASSOCIATION, INC., have hereunto set our hands this 7<sup>th</sup> day of October, 1987.

WITNESS:

Michael S. Alster

[Signature]  
Director

Michael S. Alster

Bernard R. [Signature]  
Director

Michael S. Alster

B S [Signature]  
Director

\*\*\*

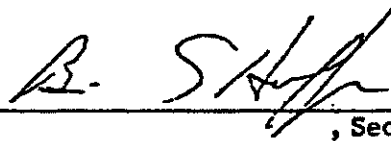
CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of ARBOR VIEW HOMEOWNERS ASSOCIATION, INC., a Maryland non-stock, non-profit corporation, and,

THAT the foregoing Bylaws constitute the original Bylaws of said Association, as duly adopted at a meeting of the Board of Directors hereof, held on the 7<sup>th</sup> day of OCTOBER, 1987.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 7<sup>th</sup> day of OCTOBER, 1987.



\_\_\_\_\_  
, Secretary

[CORPORATE SEAL]



**ARBORVIEW HOMEOWNERS  
ASSOCIATION, INC.**

**ASSIGNMENT AGREEMENT**

Prepared By  
Zalco Realty, Inc.  
Managing Agents



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- 6540 791

1. YPCM  
-3.

ASSIGNMENT AGREEMENT

THIS AGREEMENT, made this 17<sup>th</sup> day of November, 1987, between LARGO DEVELOPMENT ASSOCIATES LIMITED PARTNERSHIP, a Maryland limited partnership (the "Assignor") and GREENBERG REALTY COMPANY, INC., a Maryland corporation (the "Assignee").

WITNESSETH:

WHEREAS, the Assignor is the "Declarant" pursuant to a certain Declaration of Covenants, Conditions and Restrictions for Arbor View Homeowners Association, Inc. dated June 26, 1986 and recorded among the Land Records of Prince George's County, Maryland in Liber 6386 at folio 689 (the "Declaration"); and

WHEREAS, Article I, Section 1.03 of the Declaration defines the term "Declarant" and provides that "Declarant" shall include the successors and assigns of Declarant if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development, but only to the extent that any of the rights, reservations, easements, interests, exemptions, privileges and powers of the Declarant are specifically assigned or transferred to such successors or assigns by an instrument in writing; and

WHEREAS, the Assignee has acquired certain property from the Assignor within the subdivision entitled Newbridge in Prince George's County, Maryland, all of which is or may become subject to the Declaration, such property being more specifically described on the legal description attached hereto and made a part hereof as Exhibit "A" (the "Assignee Property"); and

WHEREAS, the Assignor desires to designate the Assignee as Declarant under the Declaration with respect to the Assignee Property and any other property subjected to the Declaration by the Assignee, provided, however, that all warranties and liabilities ~~concerning any structure or dwelling unit constructed by Assignor and situated on any property, subject, or to be subjected, to the Declaration shall be those of Assignor and Assignee's liability shall be limited solely to the improvements constructed within the Assignee Property by the Assignee.~~

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration the receipt and sufficiency of which the parties hereto do hereby acknowledge, the parties do hereby agree as follows:

A. The Assignor hereby assigns to Assignee all of the rights, reservations, easements, interests, exemptions, privileges and powers of the Declarant, as set forth in the Declaration with respect to the Assignee Property, such that the Assignee shall be deemed a Declarant with respect to the Assignee Property, ~~and the Assignor shall be deemed a Declarant with respect to the Assignee Property.~~ the Declaration.

PRINCE GEORGE'S COUNTY, MD.  
NO TRANSFER / RECORDATION  
TAXES TO BE COLLECTED  
DATE 1/30/87 BY [Signature]

87  
11/17/87

B. The Assignee shall be responsible for any warranties or obligations which accrued or may accrue to the Assignor under the Declaration or pursuant to law in connection with the development of any lot or parcel of property subject, or to be subjected, to the Declaration.

C. The Assignee agrees to indemnify and hold Assignor harmless from any and all liability arising from any activity of Assignor in connection with the development of any lot or parcel of property subject, or to be subjected, to the Declaration.

D. The Assignor hereby warrants and represents that it has not, directly or indirectly, by act or omission, or intentionally or negligently, caused the Declarant under the Declaration or the Assignee Property and/or the Arbor View Homeowners Association, Inc., a Maryland non-stock corporation, to incur or be subject to any liability. The Assignor also warrants and represents that it has not constructed or erected any improvements on the Assignee Property nor undertaken any development work with respect to the Assignee Property.

E. The Assignor shall execute any document or agreement pursuant to any reasonable request of the Assignee, and do all such other reasonable acts, which the Assignee requires in order to proceed with any lawful development activity regarding the Assignee Property, or such other property which is, or may be, subject to the Declaration by the Assignee.

F. This Agreement may be executed in counterparts by the parties hereto.

IN WITNESS WHEREOF, the parties have signed, sealed and delivered these presents as their own free act and deed.

WITNESS:

ASSIGNOR:

LARGO DEVELOPMENT ASSOCIATES LIMITED PARTNERSHIP, a Maryland limited partnership By PDWA Properties, Inc.

B. S. H.

By: Gary L. Lehman  
(Gary Lehman, General Partner)  
VICE PRESIDENT

ATTEST:

ASSIGNEE:

GREENBERG REALTY COMPANY, INC., a Maryland corporation

B. S. H.  
Barbara Hoffman (Asst.) Secretary

By: Paul Greenberg  
PAUL GREENBERG, (Vice) President

\*\*\*

STATE OF Maryland  
COUNTY OF Prince George's

\*  
\* to wit:  
\*

*VICE PRESIDENT  
OF POLYVA  
PARTNERS, INC*

I HEREBY CERTIFY that on the 17th day of November, 1987,  
before the subscriber, a Notary Public in and for the above jurisdiction, personally  
appeared Gary Lachman, who have been satisfactorily proven to be general partner of  
Largo Development Associates Limited Partnership, a Maryland limited partnership,  
and that said Gary Lachman, being authorized so to do, executed the foregoing  
instrument for the purposes therein contained.

GIVEN under my hand and seal this 17th day of November, 1987.

Michael D. Oest  
Notary Public

My Commission Expires: 7/1/90

[NOTARIAL SEAL]

\*\*\*

STATE OF Maryland  
COUNTY OF Prince George's

\*  
\* to wit:  
\*

I HEREBY CERTIFY that on the 17th day of November, 1987,  
before the subscriber, a Notary Public in and for the above jurisdiction, personally  
appeared Brian E. Hoffman and Paul Greenberg, who having  
been satisfactorily proven to be the (Asst.) Secretary and (~~the~~) President, respectively,  
of Greenberg Realty Company, Inc., a Maryland corporation, and that said  
Brian E. Hoffman and Paul Greenberg, being authorized so to do,  
executed the foregoing instrument for the purposes therein contained.

GIVEN under my hand and seal this 17th day of November, 1987.

Michael D. Oest  
Notary Public

My Commission Expires: 7/1/90

[NOTARIAL SEAL]



- 6840 794

Newbridge  
Kent (13th) Election District  
Prince George's County, Maryland

Lots 1 through 50, inclusive, Block "P", and Lots 20 through 47, inclusive, Block "N" and Lot 1, Block "Q", and Parcel "A", Block "P" and Parcel "B", Block "N", as shown on a plat of subdivision entitled "Newbridge" recorded August 8, 1986 among the Land Records of Prince George's County, Maryland in Plat Book NLP 128 at Plat 17; and

Lots 1 through 8, inclusive, Block "N" and Lots 1 through 54, inclusive, Block "O", as shown on a plat of subdivision entitled "Newbridge" recorded August 8, 1986 among the Land Records of Prince George's County, Maryland, in Plat Book NLP 128 at Plat 18; and

Lots 1 through 17, inclusive, Block "M", and Lots 9 through 19, inclusive, Block "N", and Lots 55 through 68, inclusive, Block "O", and Lots 2 through 24, inclusive, Block "Q", and Parcel "C", Block "N", and Parcel "D", Block "O", as shown on a plat of subdivision entitled "Newbridge" recorded August 8, 1986 among the Land Records of Prince George's County, Maryland in Plat Book NLP 128 at Plat 19; and

Lots 1 through 24, inclusive, Block "K", and Lots 8 through 22, inclusive, Block "L", and Lots 69 through 85, inclusive, Block "O", and Parcel "E", Block "K", as shown on a plat of subdivision entitled "Newbridge" recorded August 8, 1986 among the Land Records of Prince George's County, Maryland in Plat Book NLP 128 at Plat 20; and

Lots 25 through 70, inclusive, Block "K", and Lots 1 through 7, inclusive, Block "L" and Parcel "F", Block "L", and Parcel "G", Block "K", as shown on a plat of subdivision entitled "Newbridge" recorded August 8, 1986 among the Land Records of Prince George's County, Maryland in Plat Book NLP 128 at Plat 21.

Return to:  
Peter C. Mollengarden, Esquire  
Linowes and Blocher  
8720 Georgia Avenue  
P.O. Box 8728  
Silver Spring, MD -20907

Exhibit "A"



**ARBORVIEW HOMEOWNERS  
ASSOCIATION, INC.**

**Policy Resolution**

Prepared By  
Zalco Realty, Inc.  
Managing Agents



ARBOR VIEW HOMEOWNERS ASSOCIATION, INC.

POLICY RESOLUTION NO. 1

Procedures Relative to Assessment Collection

WHEREAS, Article IV, Section 4.02 of the Declaration of Arbor View Homeowners Association creates an assessment obligation for all Owners; and

WHEREAS, Article IV, Section 4.09 of the Declaration of Arbor View Homeowners Association requires the Board of Directors to take prompt action to collect any assessments which remain unpaid; and

WHEREAS, there is a need to establish orderly procedures for the billing and collection of said assessments.

NOW, THEREFORE, BE IT RESOLVED THAT the Board of Directors duly adopts the following assessment collection procedures:

I. ROUTINE COLLECTIONS

A. Annual assessments may be payable in monthly, quarterly or semi-annual installments as determined by the Board of Directors.

B. All installments of the annual assessments shall be due and payable in advance on the first day of the applicable installment period; all special assessments shall be due and payable as specified in the notice.

C. All documents, correspondence, and notices relating to the charges shall be mailed to the address which appears on the books of the Association or to such other address as is designated in writing by the Owner. Non-Resident Owners shall furnish the Board with an address where mail will be promptly received by the Owner.

D. Non-receipt of payment coupons shall in no way relieve the Owner of the obligation to pay the amount due by the due date.

II. REMEDIES FOR NON-PAYMENT OF ASSESSMENTS

A. If an Owner fails to pay any sum assessed against his/her Lot within fifteen (15) days after the due date, the account shall incur a late charge of the greater of ten percent (10%) of the delinquent assessment or \$5.00.

B. If payment in full is not received by the Association or its appointed agent by the 15th day after the due date, a

"Notice of Late Charge" may be mailed to the Owner at the address listed on the books of the Association, or to such other address as indicated in writing by the Owner.

C. Pursuant to Article IV, Section 4.09 of the Declaration, if an Owner fails to pay any sum assessed against his/her Lot within thirty (30) days after the due date, the assessment may bear interest from the due date until paid at the rate of the then-current prime rate plus two percent (2%) per annum and the account may be referred to counsel for collection.

D. If a check is not honored, and is returned, and an assessment due and owing is not otherwise received in the applicable time period as provided above, the account shall be deemed late and a late charge and interest, as appropriate, shall be added. A Twenty-Five Dollar (\$25.00) returned check charge will be added to the account of any Owner whose check is not honored.

E. If payment in full of any assessment payable in installments, including annual assessments, special assessments, and late fees, returned check charges and interest, is not received by the Association or its appointed agent by the thirtieth (30th) day after the due date, a "Notice of Intent to Accelerate Assessments and File Lien" may be mailed via Certified Mail, return receipt requested, or served upon the Owner at the address listed on the books of the Association, or other address as furnished by the Owner, with all costs, including, but not limited to, attorney's fees, added to the delinquent Owner's account.

F. If payment in full of any assessment payable in installments, including annual assessments, special assessments, interest charges, late fees, returned check charges, or other fees, is not received by the Association or its duly appointed agent within thirty (30) days after the "Notice of Intent to Accelerate Assessments and File Lien" has been issued, the assessment may be accelerated and a Memorandum of Lien may be recorded. The cost of filing the Memorandum of Lien, including, but not limited to, attorney's fees, will be added to the account.

G. Counsel for the Association shall also take other appropriate legal action as directed by the Board, including, but not limited to, suit and foreclosure.

H. If the Association receives from any Owner, in any accounting year, two or more returned checks for payment of assessments, the Board may require all future payments to be made by certified check or money order for the remainder of the fiscal year. A Twenty-Five Dollar (\$25.00) charge will be made for every returned check.

I. The Board may grant a waiver of any provision herein upon petition in writing by an Owner alleging a personal hardship. Such relief granted to an Owner shall be appropriately documented in the files with the name of the person or persons representing the Board granting the relief and the conditions of the relief. Waiver may be made on a case-by-case basis upon review of particular circumstances. Further, waiver on one occasion shall not be deemed or construed as a waiver in any future instance of delinquency.

J. The Board hereby authorizes the Managing Agent to waive the imposition of late fees on payments received after the fifteen (15th) day or interest on payments received after the due date, only if the delinquent Owner has owned the Lot for less than one (1) installment interval at the time of the delinquency and, in the judgment of the Managing Agent, the delinquency was the result of a misunderstanding of the correct procedures relative to payment of the assessment. Further, such a waiver may be granted only once to any delinquent Owner.

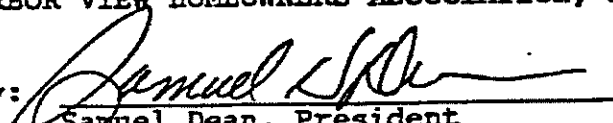
L. Payments received from an Owner may be credited in the following order of priority:

1. Attorney's fees and costs.
2. All interest accrued.
3. Late charges and all other charges against the account or Lot.
4. The assessment for each Lot, including any special assessment due, as applicable.

All previous Resolutions on Collections issued by the Board are hereby withdrawn and the foregoing Resolution shall be substituted in its place.

ARBOR VIEW HOMEOWNERS ASSOCIATION, INC.

By:

  
Samuel Dean, President  
Board of Directors

I hereby certify that the foregoing Resolution was duly adopted at a regular meeting of the Board of Directors of the Arbor View Homeowners Association, Inc. this 23rd day of June, 1992, and will become effective 30 days from the date attested hereto.

Mac Claxton  
MAC N. CLAXTON, Secretary  
Board of Directors

DLP/tj  
G92.049

ARBOR VIEW HOMEOWNERS ASSOCIATION, INC.

POLICY RESOLUTION NO. 2

ENFORCEMENT PROCEDURE

WHEREAS, Article VII, Section 1(c) of the Bylaws states that the Board of Directors (the "Board") shall have the power to exercise all powers, duties and authority vested in the Association by the Declaration, Articles of Incorporation and the Bylaws not otherwise reserved for the membership; and

WHEREAS, Article VI, Section 6.05 of the Declaration and Article VII, Section 1(a) of the Bylaws empower the Board to adopt and enforce rules and regulations pertaining to use of and conduct upon Common Area of the Association; and

WHEREAS, for the benefit and protection of the Association and of the individual owners, the Board deems it necessary and desirable to establish a procedure to ensure due process in cases involving compliance by an owner or resident with provisions of the Declaration, the Bylaws or the Rules and Regulations.

NOW, THEREFORE, BE IT RESOLVED THAT the following enforcement procedure is hereby adopted.

I. PROCEDURE

A. Actions Prior to Initiation of Formal Hearing Process.

Any Member, officer, or agent of the Association has the authority to request that a Member cease or correct any act or omission which appears to be in violation of the aforementioned documents. Such informal requests should be made before the formal process is initiated.

The Association may take initial attempts to secure compliance through correspondence to the Member which states the time, date, place, and nature of the violation and which sets forth the time period in which the violation must be corrected. Copies of such correspondence shall be maintained in the Association files, and a copy may be sent to counsel for the Association.

B. Written Complaint

If the actions described in Section A prove unsuccessful, a formal hearing process shall be initiated upon the filing of a written complaint by any Member, officer, director, or agent of the Association with the Board of Directors. The complaint shall constitute a written statement of charges which shall set forth in ordinary and concise language the acts or omissions with which

the respondent is charged, to the end that the respondent will be able to prepare his defense. The complaint should specify the specific provisions of the Articles of Incorporation, Declaration, Bylaws or the Rules and Regulations which the respondent is alleged to have violated, but shall not consist merely of charges phrased in the language of such provisions without supporting facts.

The complaint must be as specific as possible as to time(s), date(s), and person(s) involved.

C. Preliminary Investigation

Upon receipt and consideration of the written complaint, the Board may request the Managing Agent to make a preliminary investigation as to the validity of the complaint and promptly report the findings to the Board. If conditions have been corrected since the complaint was made, or if the complaint is, for any other reason, no longer valid, the Board shall determine the appropriate disposition of the matter and respond in writing to the complainant. If preliminary investigation indicates the need for further action, then the Board may proceed as appropriate with the steps set forth below.

D. Cease and Desist Request

The Board shall, issue a cease and desist request; such cease and desist request shall be substantially in the following form:

The Board has received the attached complaint.

By authority of the governing documents of Arbor View Homeowners Association, Inc., the Board hereby requests that you CEASE AND DESIST such acts or actions by taking the following action until such time, if any, as a ruling of the Board of Directors or court of law permits.

Failure to comply with this request within ten days or a further violation may result in the imposition of sanctions.

E. Service of Complaint

If the violation continues beyond the time period established in the cease and desist notice, or recurs within twelve (12) months from the notice and further action is necessary, the Board shall serve a copy of the complaint on the respondent by either of the following means: (1) personal service or (2) by regular U.S. mail, addressed to the respondent at the address appearing on the books of the Association.



Service by mailing shall be deemed effective two (2) days after such mailing in a regular depository of the United States mail. The complaint shall be accompanied with a postcard or other written form as described in Section G below entitled "Notice of Defense" which constitutes a notice of defense hereunder. No order adversely affecting the rights of the respondent may be made in any case, unless the respondent shall have been served as provided herein.

F. Notice of Hearing

Along with service of the complaint, the Board shall serve a Notice of Hearing, as provided herein, on all parties at least ten (10) days prior to the hearing. The Notice of Hearing sent to the respondent shall be substantially in the following form but may include other information.

"You are hereby notified that a hearing will be held before the Board of Directors in executive session at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_, at the hour of \_\_\_\_\_, upon the charges made in the complaint served upon you. You may be present at the hearing, but need not be represented by counsel, may present any relevant evidence, and you will be given full opportunity to cross-examine all witnesses testifying against you. You are entitled to request the attendance of witnesses and the production of books, documents, or other items by applying to the Board of Directors of the Association." If a violation is found to have occurred, a sanction of \_\_\_\_\_ may be imposed.

If any parties can promptly show good cause as to why they cannot attend the hearing on the set date and indicate times and dates on which they would be available, the Board may reset the time and date of hearing and promptly deliver notice of the new hearing date.

G. Notice of Defense

Service of complaint and notice of hearing shall be accompanied by a Notice of Defense.

The Notice of Defense shall state that the respondent may:

(a) Attend a hearing before the Board as hereinafter provided;

(b) Object to the complaint on the grounds that it does not state the acts or omissions upon which the Board may proceed;

(c) Object to the form of the complaint on the grounds that it is so indefinite or uncertain that the respondent cannot identify the violating behavior or prepare proper defense; or.

(d) Admit to the complaint in whole or in part. In such event, the Board shall meet to determine appropriate action or penalty, if any.

Any objections to the form or substance of the complaint shall be considered by the Board within ten days of its receipt. The Board shall make its determination and notify all parties within said ten day period. If the complaint is found insufficient, the complaining party shall have seven days within which to amend the complaint to make it sufficient. The same procedure as set forth above shall be followed with respect to any amended or supplemental complaint. If it is determined by the Board that the complaint is still insufficient, then the matter shall be dismissed by the Board.

#### H. Amended or Supplemental Complaints

At any time prior to the hearing date, the Board may file or permit the filing of an amended or supplemental complaint. All parties shall be notified thereof in the manner herein provided. If the amended supplemental complaint presents new charges, the Board shall afford the respondent a reasonable opportunity to prepare a proper defense thereto.

#### I. Discovery

Upon written request to the other party, made prior to the hearing and within ten (10) days after service of the complaint by the Board or within ten (10) days after service of any amended or supplemental complaint, either party is entitled to: (1) obtain the names and addresses of witnesses to the extent known to the other party and (2) inspect and make a copy of any statements, writings, and investigative reports relevant to the subject matter of the hearing. Nothing in this Section, however, shall authorize the inspection or copying of any writing or thing which is privileged from disclosure by law or otherwise made confidential or protected as the attorney's work product. Any party claiming his request for discovery has not been complied with shall submit a petition to request discovery by the Board. The Board shall make a determination and issue a written order setting forth the matters or parts thereof which the petitioner is entitled to discover.

J. Statements

At any time seven or more days prior to the hearing, any party shall mail or deliver to the opposing party a copy of any sworn statement which that party proposes to introduce in evidence. Unless the opposing party, within seven days after such mailing or delivery, mails or delivers to the proponent a request to cross-examine the statement's author, his right to cross-examine such author is waived and the sworn statement, if introduced in evidence, shall be given the same effect as if the author had testified orally. If an opportunity to cross-examine the statement's author is not afforded after request is made as herein provided, the statement may be introduced in evidence, but shall be given only the same effect as hearsay evidence.

K. Constraints on the Board

It shall be incumbent upon each member of the Board to make a determination as to whether that member is able to function in a disinterested and objective manner in consideration of the case before it. Any member incapable of such objective consideration of the case shall disclose such to the Board and shall become inactive during the proceedings and have it so recorded in the minutes. Any member of the Board has the right to challenge any other member who is unable to function in a disinterested and objective manner.

Prior to the hearing, the complainant and respondent may challenge any member of the Board for cause. In the event of such a challenge, the Board shall meet within seven (7) days to determine the sufficiency of the challenge. If the Board sustains the challenge, the President shall, at that time, appoint another person to replace the challenged member of the Board for the purpose of this hearing. All decisions of the Board in this regard shall be final.

L. Hearing

1. The Board shall select a person to serve as hearing officer and preside over the hearing. Such hearing officer need not be a Member or a member of the Board. At the beginning of the hearing, the hearing officer shall explain the rules and procedures by which the hearing is to be conducted. The Board may determine the manner in which the hearing will be conducted, so long as the rights set forth in this Section are protected. The hearing need not be conducted according to technical rules relating to evidence and witnesses. Generally, any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions. Hearsay evidence may

be used for the purpose of supplementing or explaining other evidence but shall not be sufficient in itself to support a finding.

2. Neither the complainant or respondent must be in attendance at the hearing. Proof of notice shall be provided and placed in the minutes of the meeting.

3. Each party shall have the right to do the following, but may waive any or all of these rights:

- a. make an opening statement;
- b. introduce evidence, testimony, and witnesses;
- c. cross-examine opposing witnesses;
- d. rebut evidence and testimony;
- e. make a closing statement.

Even if the complainant and/or the respondent does not testify in his own behalf, each may still be called and questioned.

4. Whenever the Board has commenced to hear the matter and a member of the Board withdraws prior to a final determination, the remaining members shall continue to hear the case and the President shall name a replacement for the withdrawing member. Oral evidence shall be taken only on oath or affirmation administered by the hearing officer.

5. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.

#### M. Disciplinary Remedies

Disciplinary action imposed by the Board may include sanctions, revocation of privileges or monetary penalties in amounts determined by the Board. The Board may, in its discretion elect to impose greater sanctions for subsequent or continuing violations.

## II. CONSTRUCTION

This resolution is intended to serve as a protection to Members to assure that their due process rights are protected in an adversary proceeding, and to serve as a guideline for the Board as those bodies carry out their duties to enforce the Articles of Incorporation, Declaration, Bylaws and Rules and Regulations.

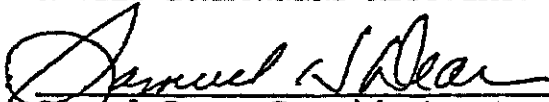
The Board, as appropriate, may determine the specific manner in which the provisions of this resolution are to be implemented, provided that due process is protected. Any inadvertent omission

or failure to conduct an adversary proceeding in exact conformity with this resolution shall not invalidate the results of such proceeding, so long as a prudent and reasonable attempt has been made to assure due process according to general steps set forth in this resolution.

"Due process," as used in this resolution, refers to the following basic rights:

- A. The charges shall be provided to the respondent.
- B. A hearing shall be held at which witnesses may appear and be cross-examined and at which evidence may be introduced.
- C. An opportunity for rehearing shall be available. Basic principles of fairness shall be applied.

ARBOR VIEW HOMEOWNERS ASSOCIATION, INC.

By:   
Samuel Dean, President  
Board of Directors

I hereby certify that the foregoing Resolution was duly adopted at a regular meeting of the Board of Directors of the Arbor View Homeowners Association, Inc. this 25th day of August, 1992.

This Resolution will become effective thirty (30) days from the date attested hereto.

  
Secretary  
Board of Directors

AFP/tj  
G92.141

301-3203123



NORTH AMERICAN MORTGAGE COMPANY

CONDOMINIUM PROJECT INFORMATION SHEET

Condo Name: The Oaks  
Condo Address: 1325 13<sup>th</sup> St NW #6 Wash D.C. 20001

- 1. What is the total number of units in the project? 96
- 2. What percentage of the units are sold 100 % and conveyed 100 %
- 3. The project is fully constructed and any recreational facilities including those which may be part of a master association are complete? Yes  No
- 4. Is the project subject to any further phasing or annexation? Yes  No
- 5. Is the project on leased land? Yes  No
- 6. What is the date the unit owners took control of the condominium? 12/79  
If there is a master association, what is the year developer control terminated? N/A

7. 62.5 % of the project is sold to owner occupants who reside at the project.  
37.5 % of the project is sold to investors

List any multiple unit owners and the number of units they own \_\_\_\_\_  
 Continue on separate page if necessary? \_\_\_\_\_  
N/A

8. Leathan  
2 % of the unit owners are 30 days or more delinquent in payment of their unit assessments.

9. Is there any pending litigation or special assessments current or planned? Yes  No   
 If yes, please explain: \_\_\_\_\_

10. Does this building contain any commercial space? Yes  No   
 If yes, what percentage: \_\_\_\_\_ %

11. Current replacement reserves for the common area: Please see attached budget  
 Fiscal year is from 1/1/95 to 12/31/94

12. Name, address, and phone number of insurance agency covering this condominium: State Farm  
1901 Research Blvd #230 Rockville, MD 424-9100

13. If this condominium is a product of a conversion, please state year conversion took place: 1979

I hereby certify that to the best of my knowledge the above is true and correct:

Catherine A. Corvign Signature  
Catherine A. Corvign Name  
Dubin & Associates Company  
14701 Savage more Rd #11270 Address  
Bethesda, MD 20816  
301 320-2600 Phone Number  
3/3/94 Date

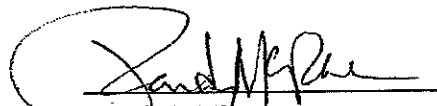
## RESOLUTION

**Date:** August 6, 2001  
**TO:** Arbor View Homeowners Association-Mngmnt. Co.  
Dunban & Assocs.-c/o Michael Manzari and Arthur Dubin  
**FROM:** Arbor View Home Owners Association Board of Directors  
**RE:** Arbor Day and TV Expense Disbursements

Be it resolved and enacted as follows:

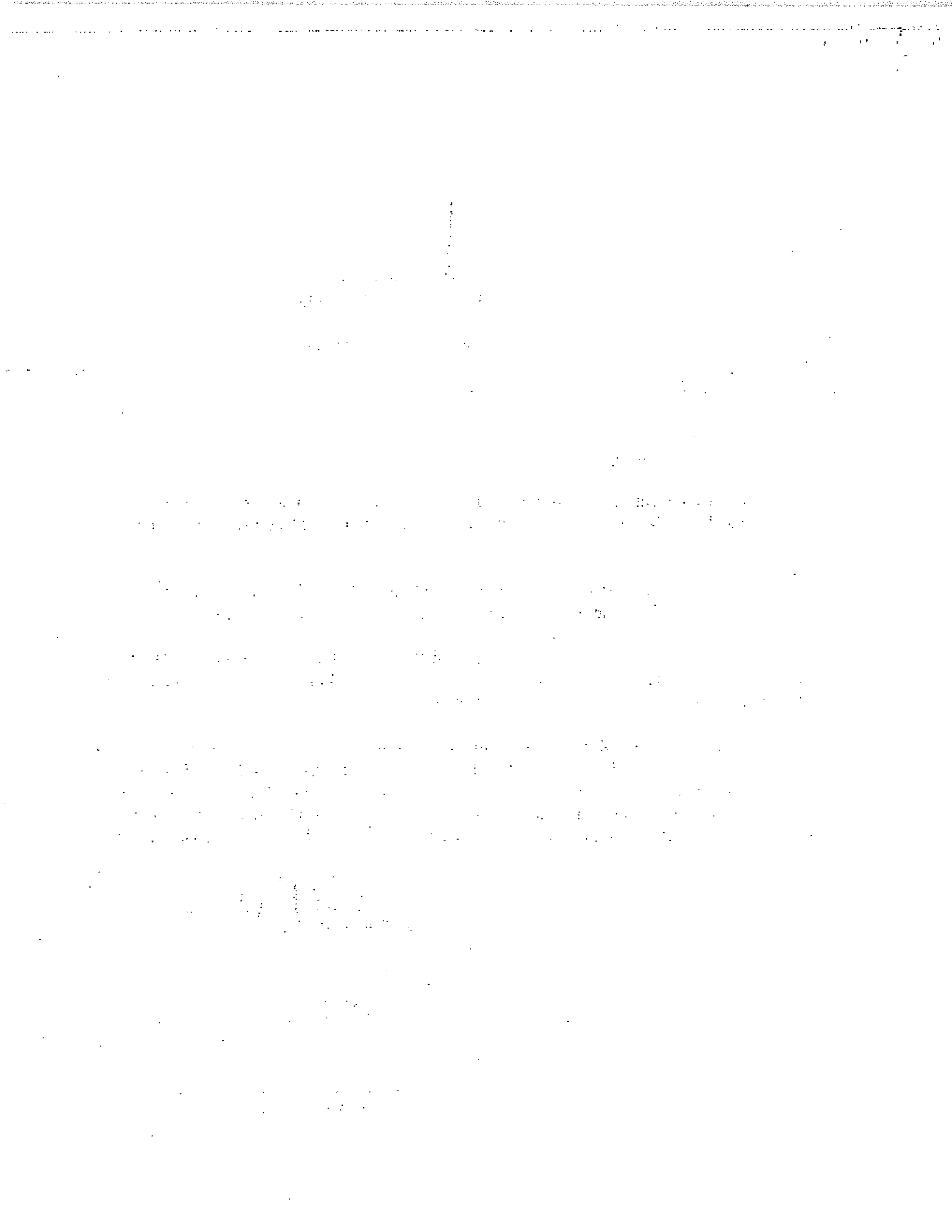
**WHEREAS**, the current members of the Arbor View Home Owners Association Board of Directors- Randy McRae, Sam Wallace and Roy Washington are resolved to approve doing the following:

1. Management Company Zalco Realty, shall immediately issue a check to the Lake Arbor Civic Association in the amount of \$400.00 for our Lake Arbor Day Contribution.
2. Management Company Zalco Realty, shall immediately issue a check to Sherman Hill of People's Production, Inc. to cover the cost of producing of filming to broadcast and share the 2001 Lake Arbor Day activities with our community.
3. Each month on or before the 10th. of the month Michael Manzari of the Management Company Zalco Realty, shall forward a check in the amount of \$1,000.00 to the Prince George's Cable TV offices to cover the cost of our weekly ½ hour cable TV broadcast of issues relative to our community and discussion of significant local events, HOA membership events, new schools, police misconduct, redistricting, and Lake Arbor Foundation programs, etc.

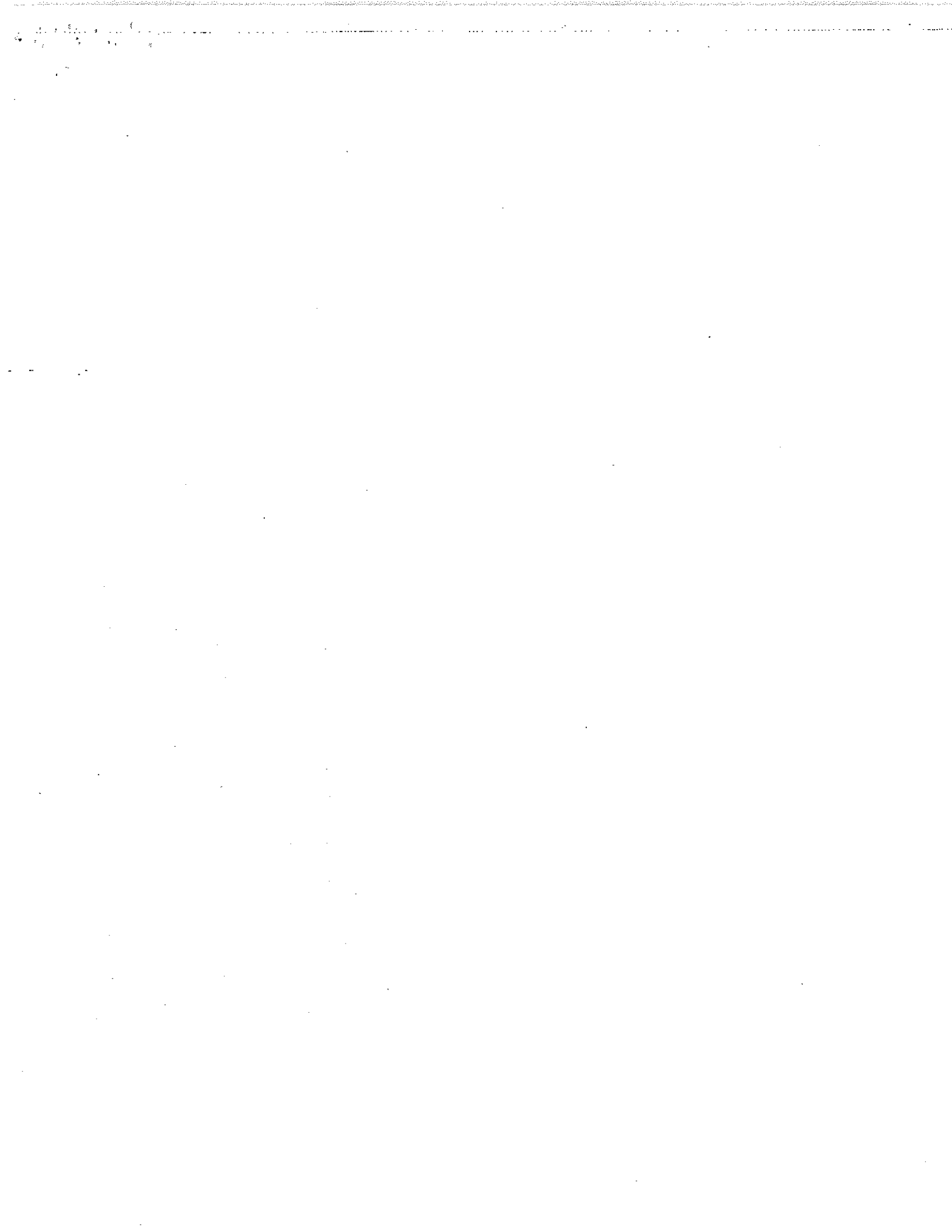
  
Randy McRae

\_\_\_\_\_  
Sam Wallace

\_\_\_\_\_  
Roy Washington









00017 739

RESOLUTION OF THE BOARD OF DIRECTORS OF  
ARBOR VIEW HOMEOWNERS ASSOCIATION, INC.

(Procedures Relative to Assessments, Collection of Routine  
and Special Assessments as well as Delinquent Payments)

WHEREAS, Article IV, Section 4.01 of the Declaration creates an assessment obligation for the owners of Lots in Arbor View Homeowners Association, Inc. (hereinafter the "Association"), which is a continuing lien on the Lot and a personal obligation of the owner; and,

WHEREAS, Article IV, Section 4.09 of the Declaration grants the Board of Directors the authority to enforce payment of assessments by means of, inter alia, foreclosing the lien against any Lot for which assessments are not paid or bringing an action at law against the owner personally obligated to pay the same; and,

WHEREAS, Article IV, Section 4.09 of the Declaration provides that upon default in the payment of the annual installment, the Board of Directors may accelerate the entire unpaid balance for the remainder of the fiscal year; and,

WHEREAS, there is a need to establish orderly procedures for the billing and collection of said assessments; and,

WHEREAS, the Board of Directors desires to establish these procedures in conformity with the Declaration, the Bylaws, the Maryland Homeowners Association Act, the Maryland Contract Lien Act, and as otherwise provided by law.

NOW, THEREFORE, BE IT RESOLVED THAT the Board of Directors, on behalf of Arbor View Homeowners Association, Inc., duly adopts the following assessment and collection procedures:

1. ASSESSMENTS: Each owner's annual assessment is due on the first day of January.

Notices, documents and all correspondence relating to assessments shall be mailed to the address which appears on the books of the Association. It is each owner's responsibility to inform the Association's managing agent, in writing, of any address change.

2. DELINQUENCY: An owner's account is delinquent if the assessment is not paid in full on the due date.

2003 OCT -3 P 12:45

CLERK OF THE  
CIRCUIT COURT

15.00  
15.00  
Rest 1020 Acct # 20264  
REP 111 Blk # 1521  
12:46 PM

RECSD19

00017 740

3. LATE FEES AND INTEREST: A delinquent account which is not paid by the fifteenth of each month will be assessed a late fee charge of fifteen dollars (\$15.00) or one tenth of the total amount of any delinquent assessment or installment, whichever is greater. A late fee shall be charged on the monthly assessment each month that the account remains delinquent. A delinquent account shall bear interest on the unpaid balance from the due date, until paid, at the rate of six percent (6%) per annum. In addition, a \$25.00 returned check charge and any related bank charges will be assessed against the account of the Lot owner responsible for payment if the payment is returned.

4. LATE NOTICES: If full payment of an assessment is not received by the Association's managing agent within fifteen (15) days after the due date, the managing agent will send a delinquency notice to the owner by first class mail requesting immediate payment, advising the owner of the late fee and advising the owner that interest has begun to accrue on the unpaid balance at the rate of six percent (6%) per annum. The late notice shall also inform the owner that if payment is not received within fifteen (15) days of the date of the letter, the owner's assessment will be accelerated through the fiscal year and the account will be forwarded to the Association's attorney for collection.

5. NOTICE OF INTENT TO CREATE LIEN AND ATTORNEY'S FEES: If an account is forwarded to the Association's attorney for collection, a Notice of Intent to Create a Lien will be forwarded to the delinquent owner by means of restricted delivery certified mail, return receipt requested, and by first class mail to the owner's address on the Association's books.

The Notice of Intent to Create a Lien will inform the delinquent owner of the amount of the outstanding balance, including all past due assessments, interest, costs of collection and all attorney's fees actually incurred. The Notice of Intent to Create a Lien will conform with the requirements of the Maryland Contract Lien Act and all other applicable laws.

If the delinquent owner does not sign for the copy of the Notice of Intent to Create a Lien which was forwarded to the owner by means of certified mail, return receipt requested, and the notice is returned as refused or unclaimed, other arrangements will be made pursuant to Maryland law to serve the delinquent owner with the Notice of Intent to Create a Lien. The additional costs incurred by the Association to serve the delinquent owner with the Notice of Intent to Create a Lien will be assessed to the delinquent owner's account.

6. LEGAL ACTION: Once a delinquent owner has been served with the Notice of Intent to Create a Lien, the delinquent owner must, within 30 days of service of the lien warning letter, either forward payment in full or file a complaint in the Circuit Court for Prince George's County to determine whether probable cause exists for the Association to file a lien against the delinquent owner's property. If the delinquent owner does not forward full payment or file a complaint, the Association will file a lien against the delinquent owner's property after the 30 day period has expired.

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Once a lien has been filed, the Association's attorney will proceed with further legal action, including but not limited to, foreclosing on the owner's property, or filing a lawsuit, or both, against the owner in order to collect the owner's past due assessments, interest, late fees, costs of collection and attorney's fees.

7. PAYMENTS CREDITED: Payments received from an owner will be credited to the outstanding balance in the following order:

- a. Court costs, attorney's fees and other costs of collection.
- b. Fines, late fees or accrued interest, as applicable.
- c. Special assessments.
- d. Annual assessments.

8. PARTIAL PAYMENTS: In the event an owner attempts to make a payment of less than all monies due and owing the Association after collection proceedings have commenced, the Association's attorney will send a letter by first class mail to the owner advising the owner that the payment was applied in accordance with Paragraph 7, hereof, and that his or her account remains delinquent as to all remaining monies owed to the Association. The Association's retention of the partial payment does not constitute a waiver of the Board's authority to foreclose on the owner's property or take action against the owner to collect the outstanding balance.

April 22, 2003  
DATE

  
PRESIDENT

I hereby certify this Policy Resolution was duly adopted by the Board of Directors on April 22, 2003 and that I caused this Resolution to be mailed, or hand delivered to the homeowners of Arbor View Homeowners Association, Inc. on this 15<sup>th</sup> day of May, 2003

This policy resolution shall become effective on June 1, 2003.

ATTEST:

April 22, 2003  
DATE

  
SECRETARY

