

HOMEOWNERS ASSOCIATION RESALE CERTIFICATE

The Villages at Wellington Community Association, Inc.

Current Owner: Robert May
Property Address: 7906 Aylesford Ln
Laurel, MD 20707-5564

Requestor Name: Shannon Stamm
Requestor Phone: 410-296-8440

Date Prepared: 10-20-2020

This Resale Certificate is being furnished to the selling unit owner named above by the Association.

The following items are attached to this certificate:

1. A copy of the Declaration (other than plats)
2. A copy of the by-laws; and
3. A copy of the rules and regulations of the association
4. The following information should be conveyed by the selling unit owner to the purchaser.

The effect on the proposed conveyance of any right of first refusal or other restraint on the free alienability of the selling unit other than any restraint created by the selling unit owner is as follows:

There is no right of first refusal.

The selling unit is subject to a common expense assessment as follows:

\$127.50 per quarter due on the first of the following months. Jan, April, July and Oct.

As of the date of this Certificate, the following unpaid common expenses or special assessments adopted by the Association that is due and payable from the selling unit owner are:

None

Common expense assessments will continue to accrue in the stated amount, subject to the adoption of any budget changes, and will be due and payable by the selling unit owner until the selling unit has been conveyed.

Assessments which become due and payable after the date of this Certificate and prior to the conveyance of the selling unit, and which remain unpaid by the selling unit owner, may constitute a lien against the selling unit. If unpaid, this accrual must be added to the unpaid amount, if any, stated above, as of the date of conveyance of the selling unit.

Other than common expenses and special assessments, the following fees are payable by the unit owners to the Association:

None

Capital expenditures approved by the Association planned at the time of conveyance which are not reflected in the current operating budget are:

None

Attached is the most recently prepared balance sheet and income expense statement (dated as):

The current operating budget of the Association is attached and is for fiscal year:

HOMEOWNERS ASSOCIATION RESALE CERTIFICATE

The Villages at Wellington Community Association, Inc.

2020

Unsatisfied judgments as of the date of this certificate are listed here.

There are no outstanding judgements, lawsuits, liens or any other pending litigation for or against the Association. The Association may be involved in general collections of delinquent accounts which may include a lien against property owned by a homeowner.

As of the date of this Certificate, the Association is a party to the following pending lawsuits, excluding assessment collection suits:

There are no outstanding judgements, lawsuits, liens or any other pending litigation for or against the Association. The Association may be involved in general collections of delinquent accounts which may include a lien against property owned by a homeowner.

The Insurance Policy is issued by:

**State Farm
John Stein
410-744-7733**

The policy contains the following coverages:

Contact the insurance agent for coverage.

The policy is available for inspection during normal business hours at the offices of Professional Community Management, Inc., 400 Serendipity Drive, Millersville, MD 21108. The terms of the policy prevail over the description given in this Certificate.

The Association has actual knowledge of the following violation of the applicable health or building codes with respect to the common elements of the Association:

To the best of my knowledge there are no known health or building code violations to the unit, the limited common elements or any portion of the Association.

The recreational or other facilities which are to be used or maintained by the unit owners or the Association are:

Club house, pool, tennis courts.

To the best of the knowledge, information, and belief of the Board of Directors of the association, and its agents engaged in the preparation of this Resale Certificate, the statements contained in this Certificate are accurate and complete as of the date of issuance.

HOMEOWNERS ASSOCIATION RESALE CERTIFICATE

The Villages at Wellington Community Association, Inc.

TO BE COMPLETED BY THE SELLING UNIT OWNER

The selling unit owner has knowledge that the following alteration to the selling unit or to the limited common elements assigned to the selling unit violates a provision of the declaration, by-laws, or rules and regulations:

The selling unit owner has knowledge of the existence of the following violation of the health or building codes with respect to the selling unit or the limited common elements assigned to the selling unit:

Selling Unit Owner

HOMEOWNERS ASSOCIATION RESALE CERTIFICATE

The Villages at Wellington Community Association, Inc.

Comments

There is a transfer fee of \$100.00 due at settlement. Please make the transfer fee check out to Professional Community Management, Inc.

If you are sending an assessment check, please make the check payable to the association.

All checks and HUD-1 should be mailed to ProCom, 400 Serendipity Drive, Millersville, MD 21108.

THE RESPONSES HEREIN ARE MADE IN GOOD FAITH AND TO THE BEST OF MY ABILITY AS TO THEIR ACCURACY.

Architectural Guidelines
The Villages at Wellington Community Association, Inc.

Order: WDXSXV28Z
Address: 7906 Aylesford Ln
Order Date: 10-20-2020
Document not for resale
HomeWiseDocs

The Villages at Wellington

Residential Design Guidelines

City of Laurel
Prince George's County, Maryland

The Information contained in these Guidelines is for the exclusive use of Bear Branch Associates, LLC, for the development of The Villages at Wellington, City of Laurel, Prince George's County, Maryland.

January, 1994

Statement of Limited Liability

The Design Guidelines are intended to describe a general level of conformance for development and are to be used for planning purposes only. The Design Guidelines and the procedures set forth herein may be modified or waived from time to time by the Committee and do not replace the need for conformance to any applicable federal, state, county or local obligations, nor do they create an independent jurisdictional district.

Neither the Primary Developer, the Design Review Board, the Homeowner's Association or the Board of Directors, nor their individual members, partners, employees, agents, or their successors or assigns of any of them shall be liable in damages to anyone submitting to them for approval of any plans and specifications or requests for variances from the Design Guidelines, or to any owner or occupant of any parcel of land affected by the Design Guidelines, or to any third party, and the submission of such plans or requests shall constitute an express waiver and release of such parties to the fullest extent permitted by law.

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I. Introduction

This document sets forth planning and design guidelines for the residential development within the Villages at Wellington. The Design Guidelines and Standards are a means by which the Design Review Board may communicate to the public, property owners, and designers and builders its philosophy, standards, and attitudes toward the physical development of its residential community. These Design Guidelines and Standards also require that all future residential development will conform to the overall community theme and ensure that all future neighborhoods will offer a careful balance of well designed homes, extensive landscaping and quality detailing, all of which in concert will form a memorable environment with a sense of permanence for all residents.

A. Overview

These standards shall be known as the Design Guidelines and Standards. They are to be used in conjunction with Declarations of Covenants, Conditions and Restrictions recorded against real property located in The Villages at Wellington in the City of Laurel, Prince George's County, Maryland.

1. Purpose

The purpose of the Design Guidelines and Standards is to ensure development of consistent high quality, thereby protecting and enhancing the investment of all residents within The Villages at Wellington. The standards provide a documented basis for evaluating the planning and architectural design of improvements to each land parcel. They will serve as a framework for design concepts, performance and quality standards that will guide the design and construction of the various community development improvements.

2. Objectives

The following objectives form the basis for these design standards:

Economic - to protect property values and enhance investments.

Environmental - to conserve existing natural features and minimize any adverse impact on the ecosystem.

Function - to encourage imaginative planning of facilities on sites and flexibility to respond to changes in market demand.

Visual - to create variety, interest and a high standard of architectural and landscape design.

Social - to establish amenable living environments that will be an integral part of the community.

Process - to facilitate development and minimize delays by establishing a rational basis for preparing and evaluating proposed development.

3. Process

Term - The Villages at Wellington Design Guidelines and Standards shall run concurrently with the Declaration of Covenants, Conditions and Restrictions.

Amendment to Design Standards - The Guidelines provide direction and assistance for preparing builder's plans and for review by the Design Review Board (also referred to in this document as DRB). The Guidelines may be modified and amended by the DRB, as required to reflect governmental requirements or, in the DRB's judgement, the benefits of advanced technology, improved efficiency, progressive development concepts or otherwise to enhance the Community. Any changes will require a two-thirds vote by the entire committee. If a standard does not seem justified in a particular case without setting any precedent, because of a special condition or circumstance, the DRB may approve a variance as it applies only to that particular case.

Enforcement - Each owner and/or occupant shall have the duty of and responsibility for conforming to The Villages at Wellington Design Standards as administered and interpreted in accordance with the Declaration of Covenants, Conditions and Restrictions for land use, architectural control and common areas.

Codes - Compliance with this document does not provide exemption from required state, county or local approval procedures. All construction, alteration, moving, demolition, repair, or use within The Villages of Wellington will be subject to the provisions of the City of Laurel and/or Prince George's County regulations. Nothing in these Guidelines or Covenants shall take precedence over any applicable government agency regulations. However, where these instruments are more restrictive, the instruments shall prevail.

Application - These Design Guidelines and the recorded Declaration of Covenants, Conditions and Restrictions are documented and are part of, or referred to in, every land sale agreement with the Community.

B. The Villages at Wellington Concept Master Plan

1. General Description of Neighborhoods/Design Intent

The Villages at Wellington is distinctly divided into four (4) quadrants. Van Dusen Road bisects the property from north to south creating a physical separation between the east and west sections. The Bear Branch stream valley traverses the property from west to east, further subdividing the property into four quadrants. These resulting in four (4) buildable residential development areas shall be referred to as Neighborhoods A, B, C, and D and can be referenced in Exhibit 1.

Neighborhood A (Northeast Quadrant) is bounded by Cherry Lane to the north, Van Dusen Road to the west, the Bear Branch stream valley to the south and the existing Laurel Lakes development to the east. It is characterized by gentle slopes at Cherry Lane gradually increasing in severity as the land falls to the Bear Branch. The existing forest is mature oak with an understory of holly and mountain laurel.

Design Intent: A courtyard design with interior green space, modified road standards, optimum solar orientation and significant tree save areas will attract homebuyers to this neighborhood. Larger, exclusive homesites with easy access and stream valley amenity frontage call for strict adherence to design that reflects environmental sensitivity.

Neighborhood B (Northwest Quadrant) is bounded by Cherry Lane to the north, low density residential to the west, the Bear Branch stream valley to the south and Van Dusen Road to the east. Adjacent to the northeast portion of this section is the Prince George's County Fire Station No. 10. This neighborhood has similar topography to Neighborhood A except for a depression in the center of the section caused by previous mining

operations. The vegetation along the perimeter and the stream valley is mostly mature with the center portion showing successional growth.

Design Intent: Significant buffer zones around the perimeter of this neighborhood create an attractive setting for larger and more secluded homesites. A more traditional layout responds to topography and vegetation and again takes full advantage of the south-facing slopes and stream valley amenity.

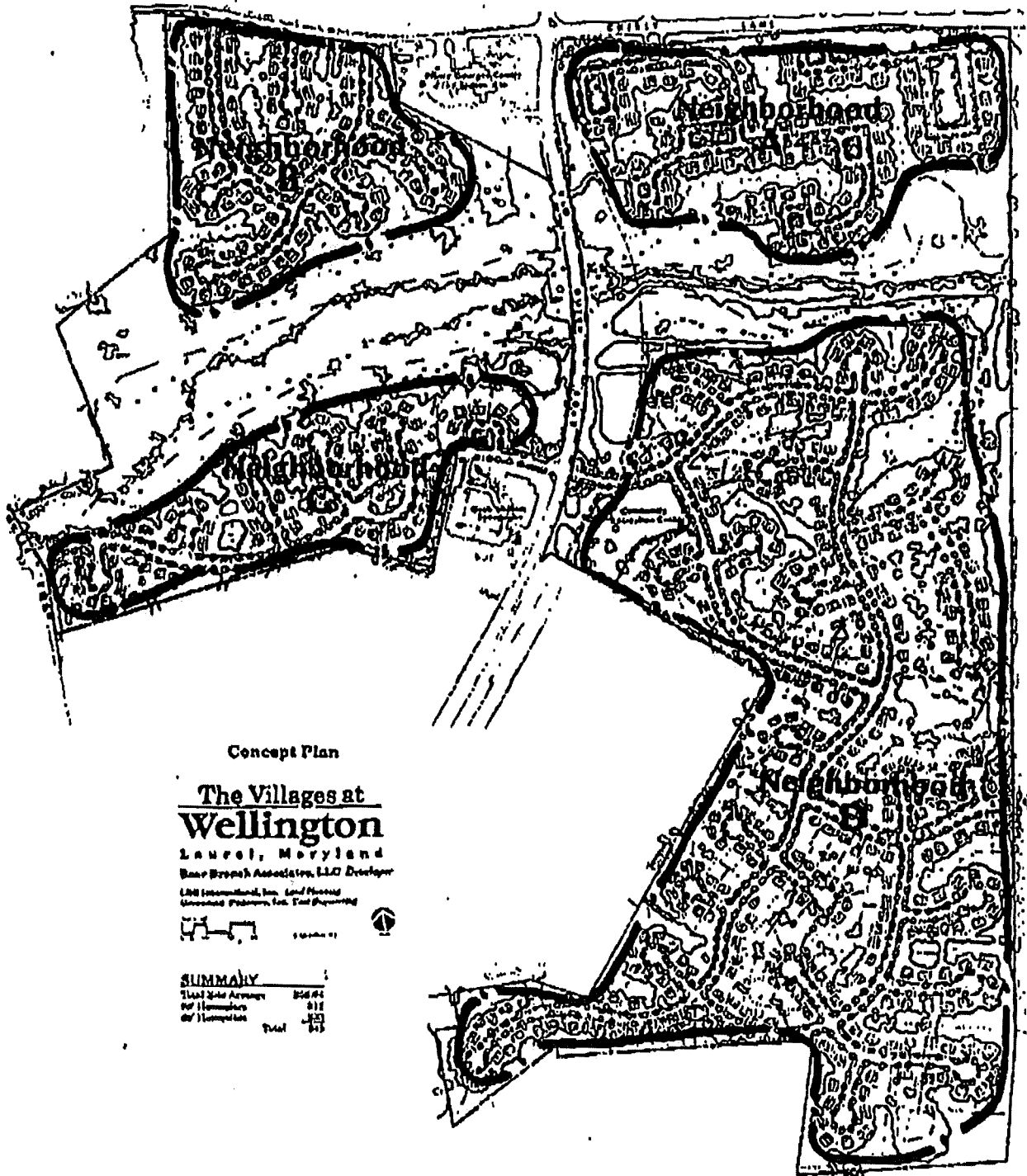
Neighborhood C (Southwest Quadrant) is bounded by Contee Road to the west, the Laurel and Beltsville Medical complex to the south, the Oseh Shalom Synagogue and Van Dusen Road to the east and Bear Branch stream valley to the north. This area is currently in successional growth with disturbed areas caused by previous sand and gravel mining operations. The topography on the relatively narrow upland strip is relatively flat.

Design Intent: Several courts of smaller lot homesites are proposed near the hospital parcel with larger lots adjacent to the Bear Branch stream valley. Predetermined access points at either end of the parcel are flanked by existing and enhanced environmental amenities.

Neighborhood D (Southeast Quadrant) is bounded by Van Dusen Road to the west, Commercial Zoned property to the south and west, low density residential land to the south, existing Laurel Lakes development to the east and the Bear Branch stream valley to the North. The significant feature is the sand and gravel mining operation that encompassed a portion of this section. The perimeters to the north and south are heavily treed while the east and west boundaries are moderately vegetated.

Design Intent: This area will provide a pleasing variety of homesites and amenity features. The diversity of landforms and vegetation allow for a mixture of small and larger homesites. Good vehicular access is provided from Van Dusen and Cypress streets into this largest neighborhood which supports newly created water and environmental amenities and the Community Recreation Area.

The Villages at Wellington Concept Master Plan - Neighborhood Identification



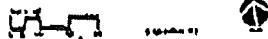
Concept Plan

The Villages at Wellington

Laurel, Maryland

Star Branch Associates, LLC Developer

LNB International, Inc. Land Planning
Greenland Partners, Inc. East Shorefront



SUMMARY

Total Site Area	556.44
Net Developable	511
Net Residential	425
Total	511

II. Responsibilities

The Primary Developer, Bear Branch Associates, LLC, and individual Builders are responsible for separate, but interrelated aspects of the development of The Villages at Wellington. Builder implementation will require close coordination with Bear Branch Associates.

A. Bear Branch Associates, LLC, Responsibilities

1. Site design and engineering through Final Development Plan approval for the Project and related public infrastructure improvements.
2. Implementation of all public roadway improvements adjacent to the property, all internal public streets and common use easements, including associated utilities, street lights, site furnishings, sidewalks and landscape improvements (street trees and entrance elements), as specified in the approved Final Development Plan.
3. Proposed infrastructure improvements including sewer, water and storm drains adjacent to, but not internal to property purchased by builders; implementation of storm water management facilities to service the community as well as associated landscape improvements in accordance with the Final Development Plan.
4. Mass grading in association with public infrastructure improvements.
5. Implementation of proposed recreation facilities and open space pathways shown on the Final Development Plans.
6. An Association will be established for project control, ownership and maintenance of all common spaces. During the initial development, the Association will be managed by Bear Branch Associates, LLC.

B. Builder's Responsibilities

1. Any deviation in design and engineering from the approved Final Development Plan must first be submitted to the Design Review Board (DRB) for approval and may then require additional City, County and/or State approvals for which the builder is responsible.
2. Implementation of all residential structures in accordance with the instruments, and all internal infrastructure, i.e., utilities, paving, etc. In accordance with the Final Development Plan.
3. Implementation of all residential landscape architectural elements within or internal to the property purchased in accordance with the Instruments.
4. Implementation of all residential signage elements within, or internal to the property purchased in accordance with the instruments.

III. Site Design Guidelines

A. General Considerations

The following residential development standards address some of the specific items to be considered regarding site design issues in The Villages at Wellington.

1. Siting

Setbacks - Setbacks shall provide sufficient depth for peripheral and transitional landscape screening.

Building Setbacks - All home setbacks shall be approved by the DRB. This is to allow for varied setbacks between each home and the street frontage. This requirement does not apply to the sides or rear yard minimum setback requirements. (This requirement may be waived by the planning commission in conjunction with final plan approval.) The waiver of any setback requirements is subject to the approval of the DRB.

Homes arranged in this type of rhythmical manner utilizing variable setbacks along the street create interesting pockets of space. This "push-pull" of architectural masses alleviates the problems of scale and monotony inherent in long runs of straight or slightly curving residential streets and develops a more visually pleasing residential streetscape.

The minimum front yard depth on a local street shall not be less than twenty (20) feet, and on a collector street twenty-five (25) feet as measured from the street right-of-way line. Minimum side yard setbacks shall be seven (7) feet, fifteen (15) combined, on 60' wide lots and ten (10) feet, twenty (20) combined, on 80' wide lots.

Lot Restrictions - No lot shall be less than six thousand (6,000) square feet.

Easements/Utilities - The Primary Developer, Bear Branch Associates, LLC, will provide utilities to the parcel boundary lines. Builders shall provide service within their respective parcels.

All utilities shall be underground unless specifically approved by the DRB.

- The layout of utilities should be sensitive to the location of "Tree Save Areas" and proposed landscaping, including street trees.
- The preferred utility location is in the street rather than behind units or in buffer zones.

Grading and Drainage - Grading shall be provided in accordance with the approved grading/stormwater drainage plans for The Villages at Wellington. Builders are responsible for project grading within parcels. Additional grading information is provided in Section V.D.

- Grading shall avoid unnecessary disturbance in tree save areas. The DRB shall review and approve all proposed "Tree Save Areas" and the limits of clearing and grading.
- Selection and location of each building type shall fit the natural land forms.

Roadways and Parking -

- **Street Grades** - Final road grades are subject to DRB review and approval and shall conform to the City of Laurel's standards.
- Driveways and parking areas shall be asphalt, concrete or concrete pavers. Gravel surface will not be allowed. Every driveway shall provide positive drainage away from the house and garage.
- All curbing to be approved by the DRB.

Building Siting - Siting of buildings should carefully consider existing topography, preserve existing vegetation, minimize grading, accommodate drainage requirements, and, in general, allow variety of in building massing and orientation, and provide outdoor living areas and the maintenance of privacy.

Primary living areas should orient on to amenities, landscaped open space, ponds, and the Bear Branch stream corridor, and away from surrounding traffic streets.

B. Access and Circulation

1. Roadway Landscape

The Villages at Wellington's roadway landscape and its architecture are the two major elements by which the new community will be judged. The roadway landscape will probably be the most visible part of the Villages at Wellington (especially in the early years) to both visitor and resident.

All the elements that make up the roadway landscape must be carefully considered. The basic elements that make up the roadway landscape are signs, lighting, grading and planting. They all serve as a foreground or setting for the community architecture.

Everything visible from the street should be considered part of the roadway landscape or streetscape. This includes not only the public R.O.W., but also a major portion of the front yard setback. There is no visual line distinguishing the public R.O.W. from most private lots. Careful integration of landscape elements in this zone should be coordinated between Bear Branch Associates and builders, with resolve and approval of the DRB.

2. Roadway Edges

The variety of land uses and visual experiences that occur along roadways warrant planting and edge treatment that respond to a variety of situations. There are several such situations that will occur throughout The Villages at Wellington, including:

1. Intersection/Entrances
2. Semi-Screen/Softening of Hard Features
3. Buffer or Screen
4. Open Vista/Attraction
5. High Impact Zone/Special Area

The roadway edges should generally be planted in an informal or natural way. Trees should be grouped to simulate natural stands where dimension allows. High Impact zones are one of the few areas that should be planted formally, for contrast. Determining of specific planting requirements for each area will be reviewed on an individual basis with final approval necessary by the DRB.

- *Intersection/Entrance*

The Villages at Wellington's hierarchical perimeter roadway system creates different levels of road intersections. The landscaping and signing of each

access point shall be individually considered in determining the overall entry corridor image. The degree of signing, lighting, grading, planting and entrance features should be consistent with the level of the intersection.

- *Semi-Screen/Softening of Hard Features*

This edge type occurs primarily where architecture fronts on the roadway. It may also occur in a residential area where living zones require separation from adjacent roadways.

The purpose of planting in this situation is primarily to blend buildings into the landscape. Generally, a mixture of major shade trees and flowering trees should be used, with evergreen trees being used sparingly. Again, the planting should be as natural as possible.

- *Buffer/Screen*

Buffer or screen planting should be used to treat undesirable edges, such as parking, off-site conditions, utility edges, etc. In these situations, deciduous plant material in addition to evergreens should be used. This helps to soften the sometimes harsh appearance of evergreen trees and adds seasonal interest and color to the edge.

It is extremely important to blend in screen planting with the adjacent planting areas. The appearance should be as natural as possible, calling the least attention to the edge.

- *Open Vista/Attraction*

Vistas are associated with open space, parks, the pond, or other special community views. In residential areas where a sizable dimension exists between houses, especially where open space easements occur, vistas or views should be preserved and enhanced.

Lining up of trees in a formal pattern or overplanting can detract from a view. Vistas should generally be treated with minimum planting and grading, in as natural way possible to complement the view. The careful placement of high overhead trees to enframe views is desirable.

- *High Impact Zone/Special Area*

High impact zones are one of the few areas that may be planted formally, for contrast. Special paving, lighting and planting should be incorporated within these zones to signify their speciality. The community recreation area would fit into this category.

3. Access

The street system responds to conditions both outside and within the project. The primary community entrance is on Van Dusen Road at the existing access to Oseh Shalom Synagogue. Other major access points occur along the east perimeter of Neighborhood D as an extension of

Cypress Street and along the west perimeter of Neighborhood C at Contee Road. Due to the more secluded nature of Neighborhoods A and B, several minor access points will be necessary on Cherry Lane.

Internal circulation provides a simple road hierarchy of interconnected roads or loops with radiating cul-de-sacs.

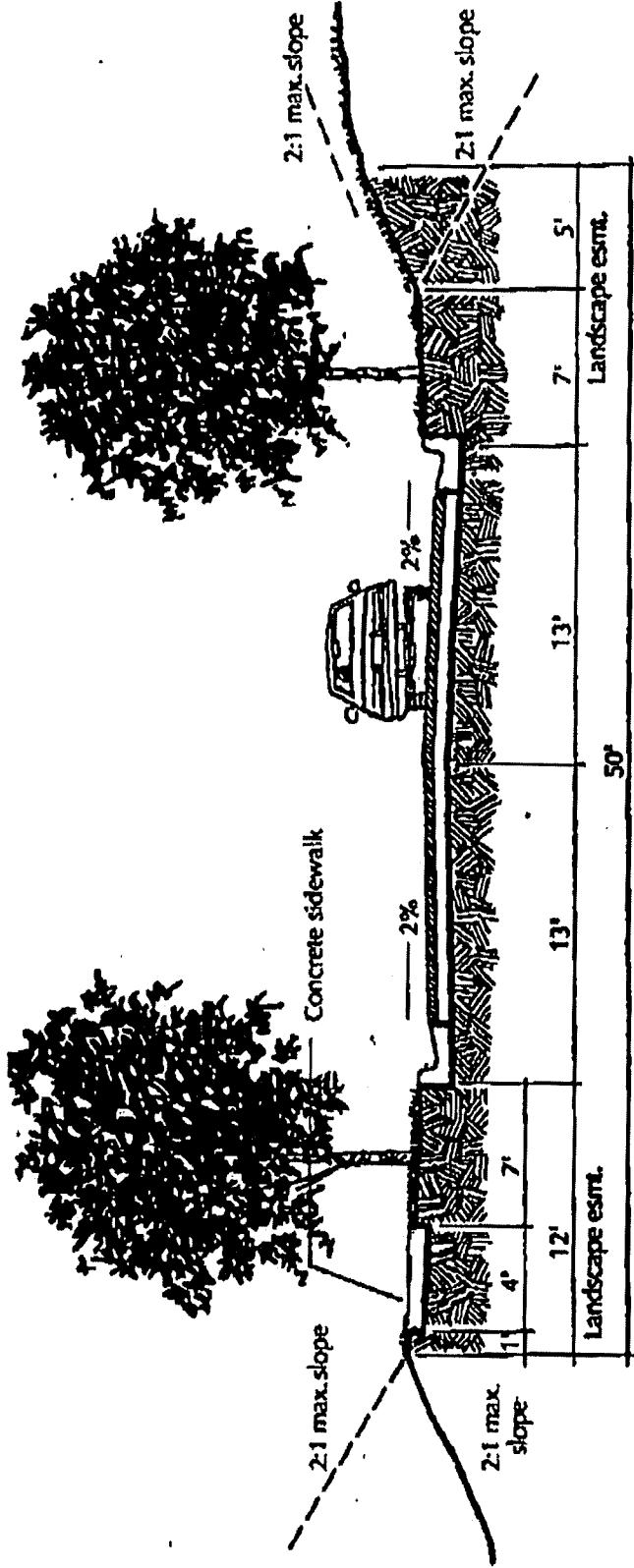
4. Typical Roadway Standards

All publicly dedicated streets will be built to MDOT, the City of Laurel, and Prince George's County standards as indicated by the cross-sections in Exhibits 2 and 3.

Due to the existing topography, significant trees, lot orientation requirements and a desire for a more exclusive neighborhood, private street standards will apply to portions of the neighborhood.

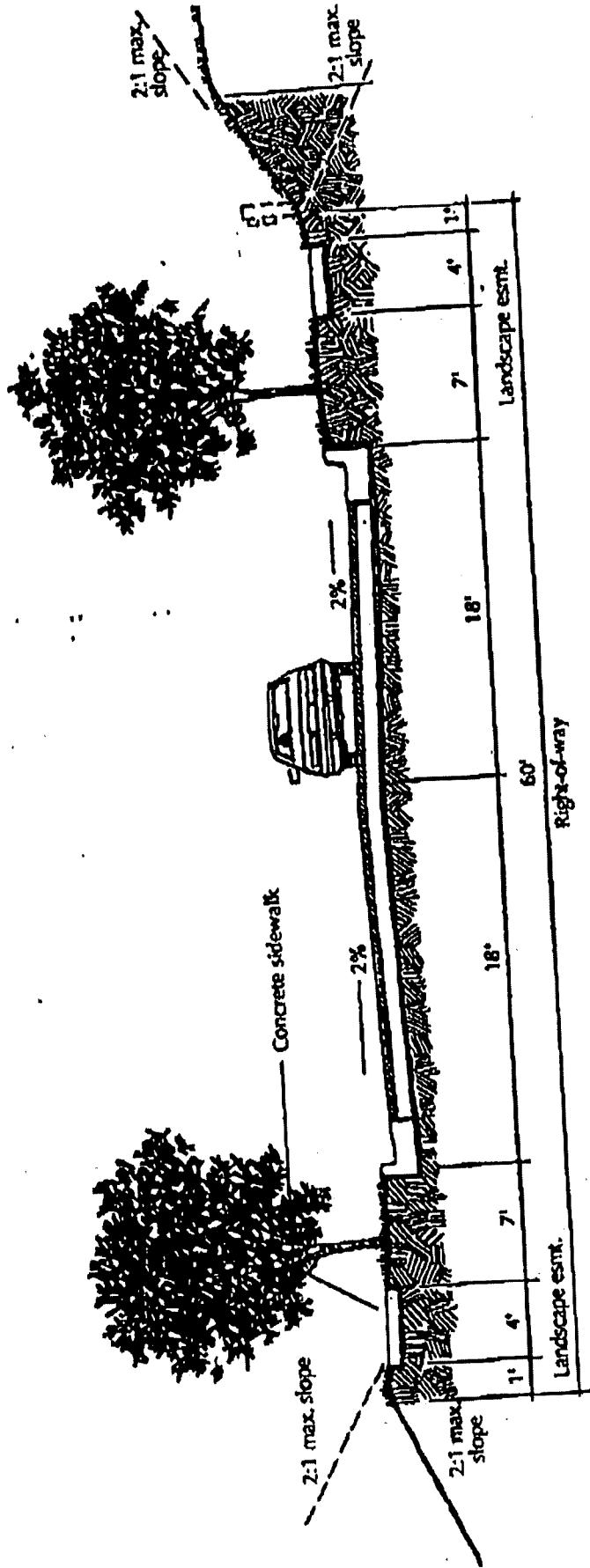
- A. Private 40' R.O.W. courts reduce street standards while maximizing potential tree save and intimacy of the neighborhood. Exhibit 4 conceptually shows the design intent of the private court approach.

50' ROW Road Section
(Closed)

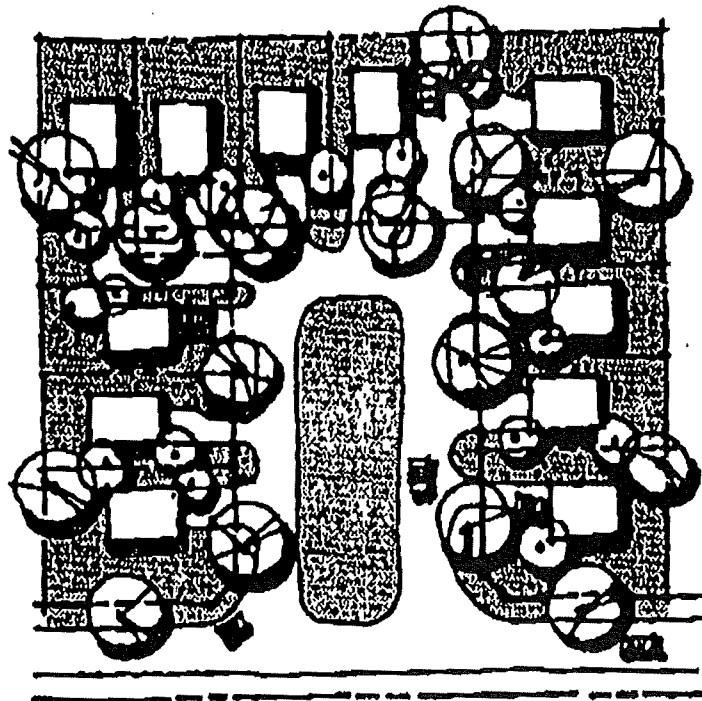


50'											
Right-of-way											
1'	4'	6'	14'	14'	6'	5'	15'	15'	6'	5'	5'
1'	4'	5'	15'	15'	5'	5'	15'	15'	5'	5'	5'

60' ROW Road Section
(Closed)



Typical
Landscape Court



IV. Architectural Design Guidelines

A. Introduction

Since The Villages at Wellington contain all single family detached homesites, the details of architecture, landscape architecture and site design are most important. The result should be a reflection of both the occupant and the community of which he/she is a part. No particular architectural style or period is required in The Villages at Wellington and individual expression is encouraged as long as the massing, shape, detailing, materials and colors are compatible with the visual harmony of the Community.

B. General Architectural Considerations

The criteria or guidelines presented herein are intended to foster a consistent image which makes the Community unique and distinguishable, not to discourage creative design or individuality. All architectural design shall require DRB approval and the design review process will be critical since individual residential components must relate to one another.

The general intent is to create homes that are unique and individual but none so visually prominent through a flamboyance of style, irregularity of form or marked differentiation of materials. The design of most homes shall be of compatible form, scale, proportion, color and texture, and yet it is not the intent to strictly limit the design of each unit in terms of style and character and to prohibit creative approaches to individual programs and conditions of site or preference.

The architectural character should provide a visual continuity through consistent and/or compatible design elements and materials with a sensitivity to how each structure can complement and be complemented by adjacent structures. It is important, however, to emphasize that each specific residence is a part of a larger neighborhood and community. A sensitivity to overall design of the neighborhood and community is essential in assuring that each unit is a complimentary part of a larger whole.

C. Minimum Architectural Square Footages

One of the most influential items to impact on the appearance of the community is the overall massing of the buildings in relationship to one another as well as its surroundings. It is essential that every home have a similar size and facade massing so that every will be in proportion with one another. Therefore, each home shall contain a minimum of 1,500 total square feet excluding basement, garage or attic space.

D. Building Location and Orientation

Residential building organization and orientation should recognize the amenities of existing and created natural features. Primary living spaces should orient to central open space or the long axis of the lot to maximize view corridors and privacy.

Homes should, wherever possible, avoid orientation to Cherry Lane, Van Dusen Road and Contee Road. An effective combination of setbacks, elevation, orientation, architecture (walls), and planting buffers shall be employed to protect development from undesirable noise and viewsheds.

Recreational amenities, such as the Recreation Area, should be centrally located and easily accessible to the Community by way of sidewalks and pedestrian pathways. Any recreational structures such as pool house or gazebo shall be visually compatible with the adjacent residential architectural character.

E. Privacy

Cross views between dwelling and privacy areas should be carefully considered in placing buildings and locating windows, balconies, decks, and outdoor living areas to ensure that reasonable privacy is achieved.

F. Exterior Elements

Architectural design elements such as massing, proportional relationships, facade compositions, and textural qualities must be carefully considered in the exterior design. Exterior architectural elements should complement each other in order to create a unified appearance on all facades rather

than a carnival of competing elements. The design elements should never appear as a series of pieces with individual emphasis, but as part of a total design statement.

1. Materials

A minimum of different types of exterior wall materials should be used. There should be strong transitions between changes of material and plan.

2. Foundations

Exposed foundations are to be kept to a minimum and should relate to grade conditions and to the architecture of the building. If site conditions call for large areas of exposed foundation, the DRB may require that siding be continued to grade.

3. Roofing

Because of pronounced roof pitches, roofing materials stand out and are, therefore restricted only to the very low chroma range (muted tones) in metal, wood, synthetic and composition shingles. Colors should be consistent throughout The Villages at Wellington.

Accessories - Wherever possible, exposed roof penetrations (vents and pipes) shall be hidden from public view.

4. Exterior Materials and Colors

There is not a predetermined palette of materials and colors for The Villages at Wellington as a whole, but coordination/limitation of materials and colors within residential neighborhoods is encouraged. Proposed materials and color schemes will be reviewed by the DRB for compatibility with the overall quality of development in the Community. Generally, materials which are unattractive or of poor durability and objectionably bright or clashing colors will be rejected.

5. Decks, Porches and Accessory Structures

These elements shall be designated as part of the total design package whether or not they are standard or optional items. Their materials, detailing and color shall relate well to building architecture. Pre-fabricated metal outbuildings are not permitted. All outbuildings must be approved by the DRB prior to construction. The DRB may designate areas within the Community in which outbuildings are prohibited.

6. Appurtenances

Antennae - Exterior antennae are not allowed. If an antenna is required for a particular electrical function, it shall be mounted inside the house, attic or garage. Satellite discs are discouraged. Placement and screening of a disc, if allowed, requires DRB approval.

Flagpoles - Flagpoles may be mounted on the fronts of houses and their size shall be residential in scale. Free standing flagpoles are not allowed.

Recreational Items - Play equipment shall be allowed, but restricted to rear yards. The equipment should not visually dominate.

G. Lighting

It is essential that site lighting complement the urban residential character of The Villages at Wellington.

1. Street Lighting

For safety as well as aesthetics, pedestrian walkways, internal streets and open parking areas are to be lighted. The type and style of lighting to be employed along streets and pedestrian areas in The Villages at Wellington is further outlined in Section VI.B.

2. Residential Lighting

- Residential exterior lighting shall be consistent throughout to maintain quality and character. Fixtures must be carefully located, and lamp intensities maintained so as to prevent glare and misdirected light.
- Individual unit security lighting shall be located and shielded to prevent glare beyond the property line. Exterior lights should not accentuate garage door areas.
- Yard and landscape lighting is encouraged.
- Sodium vapor lights are prohibited.

H. Mechanical Equipment and Trash Collection

1. Utilities

Exterior mechanical and electrical equipment such as air conditioners, condensers, meters, pool equipment, etc., must be housed or screened from view from streets, home entries and neighboring properties. Preferred screening is by enclosure with walls integral to the building architecture.

2. Trash Collection

Individual unit trash collection shall be curbside. Storage shall be internal or screened from view.

I. Walls and Fencing

With the development of relatively small residential lots, it is desirable to visually extend properties beyond the property lines. This should be kept in mind when considering fencing which by its very nature, tends to physically define and separate areas. The following set of factors must be considered in any fencing scheme.

- Fencing should respect open space frontage.
- Planting should be considered an integral part of any fencing scheme.
- The style of a residential fence should relate directly to the architecture of the accompanying house. Traditional and contemporary styles should be used only with their related types of architecture.
- Fencing should never visually 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.

1. Design Criteria

- All fences and walls must be approved by the DRB prior to construction.

- Property line fencing (forward of the front building facade will not be allowed). Fences and walls that adjoin the unit should be considered as architectural elements, compatible in design and materials with the main building. Fencing within front or side yards must be included in the original architectural design as approved by the DRB.
- Screening and privacy fences are discouraged. If allowed, they may be partially or completely opaque. The recommended material for screening and privacy fencing is wood, preferably cedar or redwood, stained or painted to coordinate with the house or left to weather to a natural gray tone.
- Where fencing serves as delineation or containment but screening is not necessary, split rail or horizontal board fencing may be used. This type of fence should be kept low, with a maximum height of 48". If rear yard containment for children or pets is required, black or dark green rectangular wire mesh may be attached to the owner's side of the fence. The maximum number of horizontal boards shall be 3 and more than 50% of the surface area shall be open.
- Chain link fence is not permitted on residential lots.
- Special fencing needs will be considered without any inference of approval on a individual case basis.

J. Miscellaneous Items

The following are guidelines and standards for miscellaneous architectural items:

1. The Builder shall be responsible to see that his employees and subcontractors conform to these Guidelines. In all cases, the Builder shall be held accountable for the actions of his employees and subcontractors.

2. All construction activity shall be contained within the parcel for which a building permit has been issued. Access to the lot shall be from the roadway connections abutting the site, unless otherwise permitted by the DRB. Any damage to adjacent properties or facilities during construction shall be promptly restored to the original condition to the satisfaction of the DRB. Required repairs will be arranged for by the Builder. On the actual construction site, the Builder shall protect the trees and natural areas that are to remain.
3. Upon completion of construction, all building debris must be removed from the site and surrounding area.
4. Boats, trailers, campers, mobile homes, or other recreational vehicles shall be parked or stored so they will not be in open view.
5. Exterior repainting or staining of a residence with the Community will require DRB approval, if the proposed colors deviate from the original colors.
6. Alterations to any residence within the Community shall require DRB approval. Alterations are considered to be those which substantially alter the existing structure either by subtraction or addition. However, other site changes such as driveway modification are also included. The design of major alterations shall be compatible in scale, materials and color with the applicant's house and adjacent houses. The location of major alterations shall not impair the views, or amount of sunlight and natural ventilation on adjacent properties. Pitched roofs shall match the slope of the remaining roof. New windows and doors shall match the remaining windows and doors and shall be located in a manner which relates to the location of exterior openings in the existing house.

If changes in grade or other conditions which will affect drainage are anticipated, each must be identified. DRB approval will be denied if adjoining properties are adversely affected by changes in drainage. Construction materials shall be stored so that impairments of views from neighboring properties is minimized. Excess materials and debris shall be removed immediately after completion of construction.

V. Landscape Architectural Guidelines

A. Introduction

Design Intent: Landscaping is a critical element in the Image of The Villages at Wellington. Appropriate landscaping will integrate buildings into their surroundings, unify elements of the development, create pedestrian interest, frame and focus views, break up lines of building elevations, and provide screening for roadways, parking and adjacent properties. Creating pleasing environments, consistent in the community theme, is the goal for all landscape design.

B. General Landscape Architecture Considerations

Landscape design must be in compliance with the Final Development Plans, or DRB approved modifications, as well as surrounding uses and improvements implemented by Bear Branch Associates, LLC. It is important that each neighborhood has a well landscaped appearance at the completion of construction that the appearance remains consistent over time. Although landscape design may vary from lot to lot, creating a unified, high quality visual environment is paramount. Materials consistent with those used in primary developer improvements will unify the project and reinforce the community theme.

It is recommended that all landscape design plans be prepared by a Landscape Architect or Designer. All landscape design plans must meet all applicable City, County and State regulations, and/or specifications outlined in these Guidelines, whichever is more restrictive.

C. Landscape Improvements Provided by Builders

All landscape improvements within the boundaries of property purchased by a Builder will be the Builder's responsibility with the exception of certain entrance treatments from public roadways. Landscape design considerations include:

1. Leadwalks

All private leadwalks and pedestrian paths shall connect proposed uses to a public sidewalk or roadway. The public sidewalk and pathway system interconnect the Community. Private leadwalks shall be designed to connect parking areas with individual homes. Private leadwalks shall be a minimum of 3 ft. wide.

The use of special paving such as brick or precast concrete pavers for sidewalks is highly encouraged, but not required. Otherwise, sidewalks shall be poured-in-place concrete. Special paving, if selected, should complement the building materials and should be used to define spaces or special areas such as entrances.

2. Plant Materials

Landscape materials shall be consistent throughout the Community and shall complement existing plantings and entrances implemented by Bear Branch Associates. A strong, simple plant palette shall be used to provide a recognizable identity within the Community. The plant materials list contained in Appendix B is included to guide plant selection. Plants not included in this list may also be used, if approved by the DRB. Spacing, exposure, mature heights, and spreading characteristics of all plant materials must be considered.

3. Site Furnishing

Site furniture includes those elements of the landscape which provide safety, comfort, and convenience for pedestrians such as lighting, benches, trash cans, and bike racks. Site furniture of a high quality and consistent design shall be required throughout the community. Site furniture selected by the Builder will require DRB approval. Furniture design and placement will be reviewed for compatibility with architectural and site design, quality and function. The colors selected for all site furniture shall be:

- Wood - natural wood finish or finish approved by DRB
- All Metal - metallic deep green

4. Environmental Protection

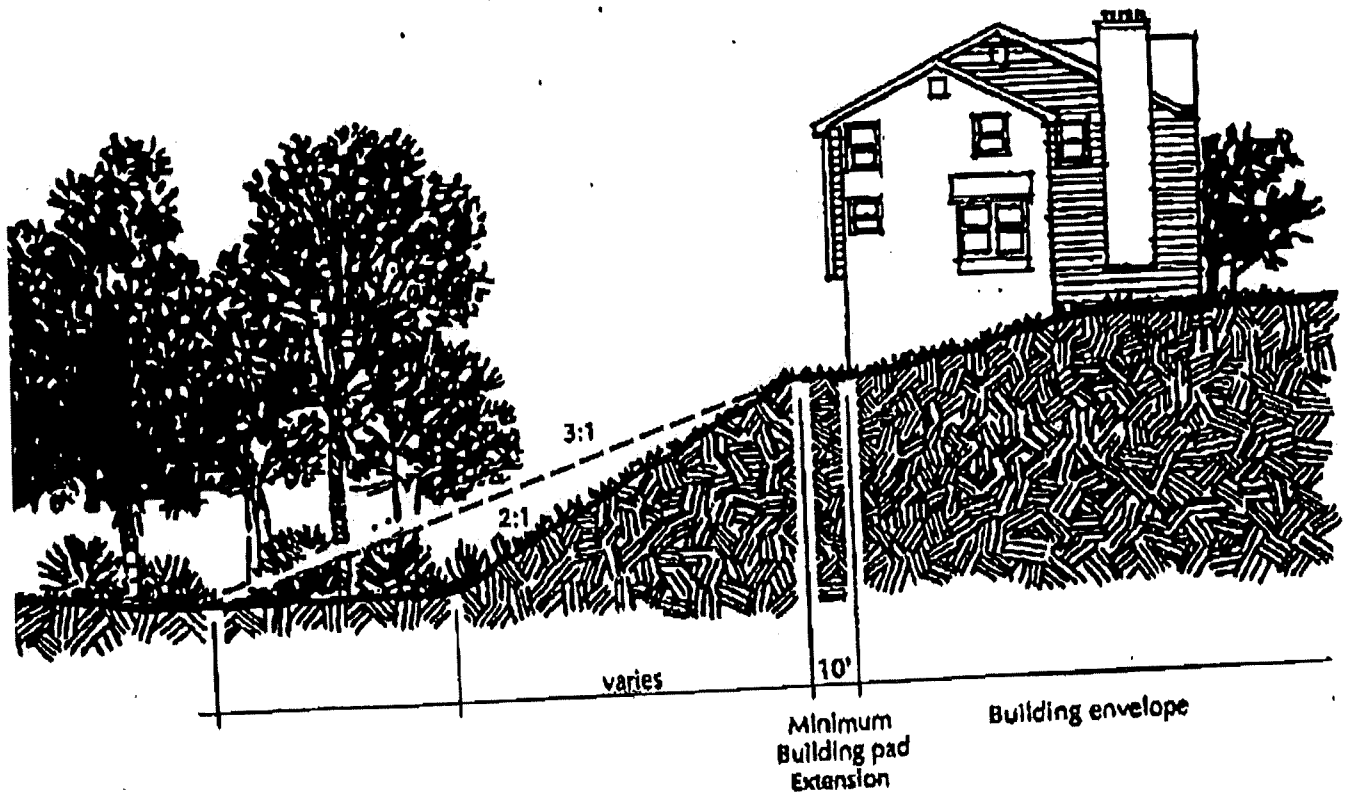
The development plans for The Villages at Wellington have allowed for preservation of the site's wetlands, as well as other areas, as open space. In developing individual parcels adjacent to open space or within the floodplain, special criteria may be established to conform with City, County and State regulations. Owners may not disturb any wetland areas, and must

adhere to the required setbacks. Encroachment on community open space for personal use, i.e. leaves, compost or trash disposal, is not allowed.

D. Grading and Drainage

1. Site grading shall recognize existing drainage patterns, while functionally solving drainage problems that may exist or result from ground plan alterations during construction.
2. The plan shall be direct and provide adequate flow for surface run-off while gracefully contouring the land to blend with existing conditions at the boundaries of the site.
3. Site grading must be sympathetic to existing land form while providing appropriate transition of architectural elements to grade. Selection and location of house types should appropriately respond to natural land forms.
4. A key objective of successful grading drainage is that when all grading and construction is complete, the structure and the land should appear interrelated and complimentary. The new structure or home should look as if it is a part of the natural landscape, not an unrelated addition.
5. Grading of a site should be designed to accomplish minimum of cutting and filling, minimum tree loss, and minimum maintenance on adjoining properties. Refer to Exhibit 5.
6. Lawn areas prior to grass establishment should have a designed diversion and outlet provided at the top of the slopes and at intervals depending on length and degree of slope. All off-site discharge must be coordinated with, and approved by DRB and the City of Laurel.
7. Drainage from roof areas shall be channeled to downspouts and appropriately discharged.

Yard Slope and Tree Save



E. Planting Relationships

1. Relation to Topography

Roadway planting should generally be placed within the planting easement adjacent to the approved street type as previously described. There are, however, certain situations where the planting needs to be pulled back into the R.O.W. area between the curb and the sidewalk. In areas where excessive cut and fills occur, this is generally desirable.

2. Relation to Existing Trees

Where existing wooded areas are retained, less emphasis should be placed on adding major trees. Emphasis can shift to trees of an intermediate size as the number of retained trees increases. Smaller scale intermediate trees such as Hawthorn, Dogwood, Amelanchier, Red Bud, etc., should be used to "feather down" the edges and provide an understory to the overhead canopy. Intermediate scale trees provide needed protection for major trees exposed to wind and sun by road and building cuts.

In wooded zones, native material indigenous to the area should be used. Definitely, no formal planting or lining up of trees.

F. Planting Buffers

1. Property Line

A mix of evergreen and deciduous plantings are required for buffers in transition zones along the property perimeter, between adjacent homesites of different orientation (such as back to side) and between homes and open space linkages and pathways.

- *Residential to Off-Site Uses Buffer* - Buffering of the residential property edge to adjacent differing land uses shall be required in landscape easements. Incorporation of earth berms should functionally separate the contrasting uses and be softened by plantings. Recommended treatment consists predominantly of drifts of large evergreen trees in lawn areas. Evergreen shrubs and deciduous trees may be added to supplement the planting buffer.
- *Residential Property Line Buffer* - The typical residential property line buffer shall include strategically located evergreen trees mixed with shrubs and deciduous trees. Planting should be coordinated between parcels.

- *Transition to Open Space* - Landscape treatment is encouraged between homesites and the open space network. Indigenous woodland plantings and flowering trees should be informally planted to supplement the existing open space network plantings.

2. Exterior Roads

Supplemental plantings should be used to enhance buffer zones along existing perimeter roadways. Additional screening for privacy and noise abatement may be necessary.

3. Privacy

Where needed, privacy screening should be achieved by an appropriate landscape treatment that is consistent with the overall landscape theme of the project. All screening must be approved by DRB.

Privacy screening may be placed between public pathways when in close proximity to the rear of residential units. Preferred screening is through the massing of evergreen shrubs, supplemented with drifts of medium-sized deciduous and flowering trees in lawn areas, where space permits.

Where appropriate, residential architecture may provide a six-foot-high wall or privacy fence adjacent to circulation system elements. Walls integral to building architecture are preferred.

G. General Planting Requirements

1. Appropriate landscaping shall be provided to integrate homes into their surroundings, break up repeated building elevations, provide screening, and highlight entrance areas or other architectural features. Landscaping shall include finish grading, seeding, sodding, decorative ground cover, shade trees, flowering trees, evergreen trees, shrubs, and flowers.
2. Every effort must be made to save existing trees. Removal of any tree 6" caliper or larger must be approved in writing by the DRB.
 - a. All site plans, including preliminary plans, shall show individual water and sewer connections, and shall indicate, by using an approved code, both those trees which are to remain and those trees which are to be removed.

- b. After the site plan has received DRB approval, those trees which are to remain shall be marked in the field and protected in an approved manner.

H. Plant Materials

1. Selection

All landscape material shall be nursery grown with the exception of field-selected specimen material. Nursery and field-selected stock and planting methods shall conform to the standards of the American Association of Nurserymen (AAN).

- All plant material shall conform to the following minimum sizes and maximum spacings at time of installation, unless otherwise specified:

Shade Tree	2" caliper
Evergreen Tree	5-6' ht.
Ornamental Tree	8-10' ht.
Large Deciduous Shrubs (spaced 4' o.c. maximum)	3-4' ht., 2 1/2-3' spd.
Evergreen Shrubs (spaced 30" o.c. maximum)	24-30" ht. and spd.
Broadleaf Evergreen Shrubs (spaced 3' o.c. maximum)	24-30" ht. and spd.
Low Spreading Shrubs (spaced 30" o.c.)	18-24" spd.
Groundcover (8" o.c. maximum)	2 1/4" peat pot
Groundcover (12" o.c. maximum)	4" pot

A complete list of acceptable plant materials is found in Appendix B.

- Landscape plans for all development except individually contracted single-family residences must be prepared by a Landscape Architect certified by the State of Maryland.
- All planting is to be completed no later than three months after issuance of a certificate of occupancy for site improvements. If delays occur that are caused by weather conditions or seasonal unavailability of plant materials, planting may be completed within the next planting season provided that the Applicant receives the written permission of the DRB. Planting responsibilities by the developer may be delayed to the completion of that section.

- Shade tree quantity requirements are as follows:

<u>Residential Category</u>	<u>Minimum Shade Trees Required (1½ - 2" minimum caliper)</u>
Single Family Detached	2 per lot

Substitution of two flowering trees or two evergreen trees may be made for each shade tree up to 50% of the required number, subject to the approval of the DRB. No more than 50% of the total number of shade trees required may be replaced with evergreen and ornamental trees.

1. Planting Details

1. Topsoil

- Topsoil shall be fertile, agricultural soil, typical for locality, capable of sustaining vigorous plant growth and taken from a drained site; free of sub-soil, stones over 1" in diameter, clay or impurities, plants, weeds, and roots; with a minimum PH value of 5.4 and a maximum value of 7.0.
- Recommended top soil amendments to increase organic content include: Decomposed peat, shredded composted leaf material, dewatered composted sewage sludge, and a dewatered paper mill sludge.
- Topsoil shall be certified in writing to contain not less than 1.5% organic matter by test. The results of a complete topsoil test should be submitted to the Committee prior to any soil preparation work. Topsoil excavated from site shall be free of weeds. A minimum of 3" of topsoil is required for all lawn areas. A 6" depth is recommended for seeded areas.

2. Seeding and Sodding

- Seeding or sodding is required for all landscaped areas not occupied by trees, shrubs or groundcover and their associated mulching.
- All seed shall be certified, current season crop, and bear labels showing that it all the requirements of the State of Maryland. The minimum purity should be 97% with a minimum germination of 85%. The percentage of material, other than grass seed in the mixture, should include not more than 18% non-viable seed, chaff, hulls, live seed of

crop plants, harmless inert matter and weed seed not exceeding 0.50% of the total weight of the mixture.

- Prior to specifying the composition of seed mix, the Applicant is encouraged to contact the Maryland Extension Agency for an up-to-date recommendation of seed mixtures and specification of seed mix.
- Sod shall be supplied by a company specializing in sod production and harvesting with a minimum of five years experience and certified by the State of Maryland.

3. Spacing

Generally, all evergreen trees used for screening shall be planted a maximum of 10' o.c. Maximum spacing requirements may vary subject to species and size of plant material at time of installation.

J. Preservation of Existing Vegetation

While portions of The Villages at Wellington are open, significant other portions are heavily wooded. The existing trees contribute to the overall character and provide an outstanding visual amenity for surrounding development. Reasonable effort must be made to preserve existing specimen trees and tree stands during development. Any significant changes to existing vegetative cover or disturbance to any tree in excess of 6" caliper will require DRB review and approval.

K. Open Space

Good organization and design of open space and pedestrian circulation is essential for the success of The Villages at Wellington. The Bear Branch stream valley and its open space connections establish a design theme for the entire development.

1. Open Space Connections

Easements connecting residential areas to open space may serve two functions: to provide area for utility connections and to provide pedestrian access. Pathways along these easements serve to connect residential areas with the open space network. Siting and design of adjacent units should be sympathetic to pathway connections. On certain specific parcels, the builder will be required to construct pathway connections. These

connections will be indicated in the specific criteria for each parcel and must conform to the pathway standards.

2. Recreational Amenities

Ponds: The ponds in Neighborhoods C and D are passive recreational amenities to be provided by Bear Creek Associates, LLC. They are linked by the major pedestrian pathway system throughout The Villages at Wellington.

Recreation Area: A community recreation area is located in Neighborhood D near the main entrance to The Villages at Wellington.

3. Pedestrian Circulation

Pedestrian pathways are designed to link homesites with activity areas and open spaces. The Bear Branch stream valley is designated for passive recreation and provides such a link.

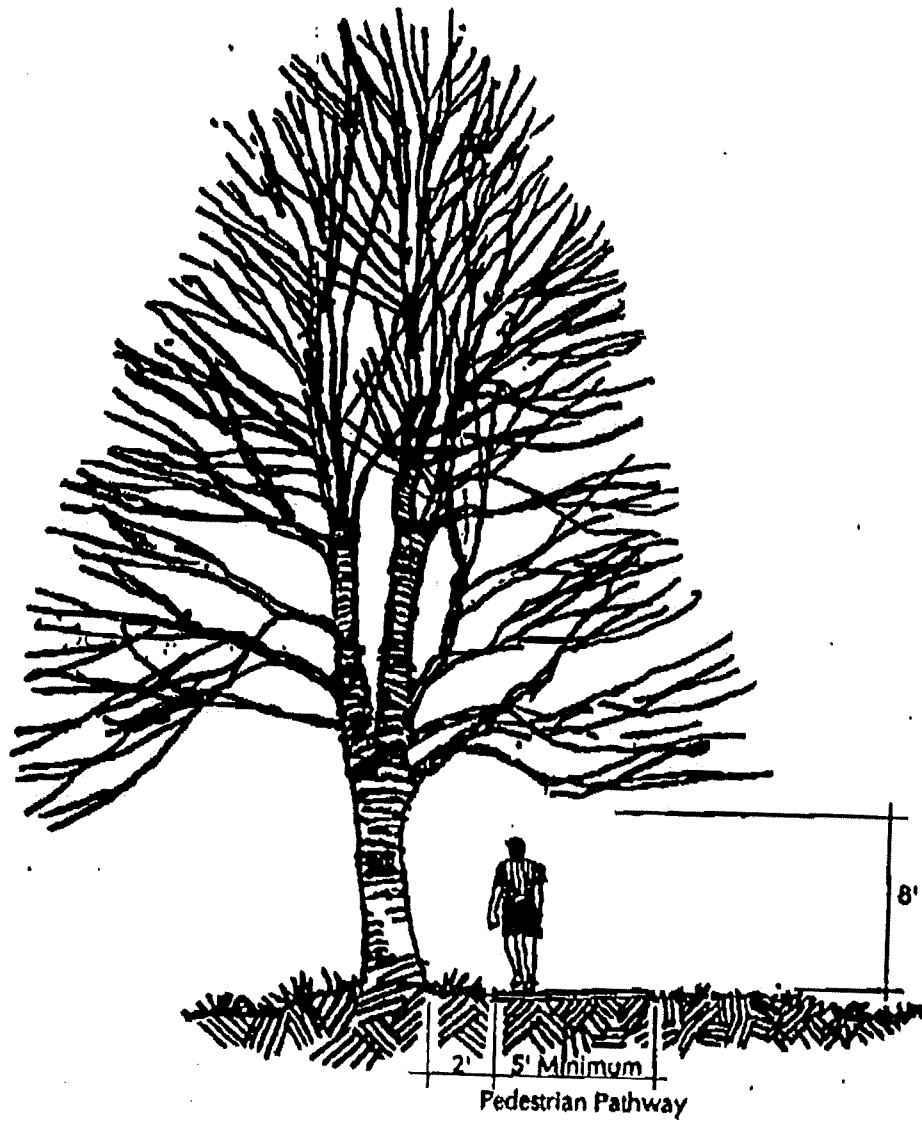
Pathways shall also be implemented to connect to pathways on adjacent parcels. A pathway link to the existing Laurel Lakes system is mandated and provides continuity in open space networking. Planning and construction of this connection will require coordination with the appropriate City and/or County agencies.

Pedestrian paths shall have a minimum width of 5'. Special paving materials should be selected for compatibility with surroundings and for quality, durability and ease of maintenance. Refer to Exhibit 6.

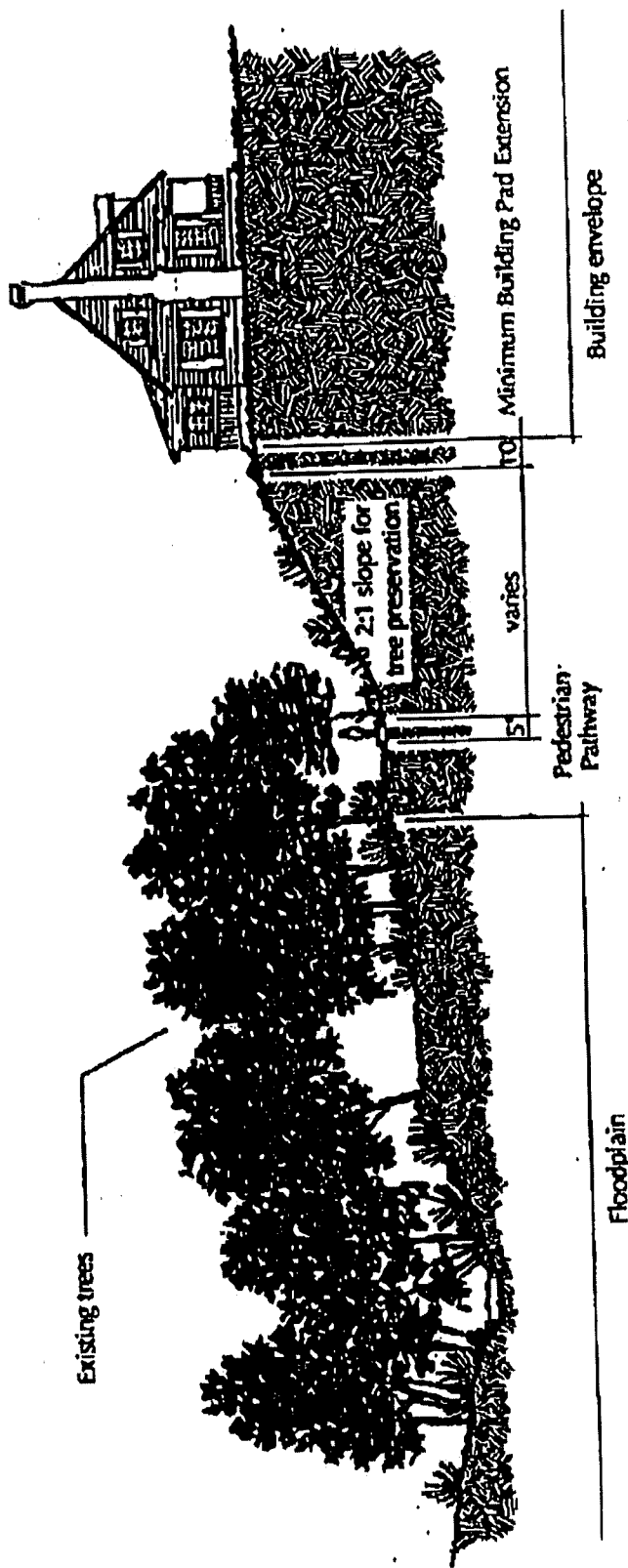
The general relationships of homesites, adjacent pedestrian paths, grading, tree preservation and flood plain/open space is summarized in Exhibit 7.

Pathways crossing or abutting wetlands will be built only if appropriate permits are granted.

Open Space Pedestrian Pathway



Open Space and Homesite Relationship



L. Maintenance

1. Design Intent

Because The Villages at Wellington strives to be a unified development with a unified design, a thorough maintenance program is necessary in order to maintain a high quality image. The Applicant's maintenance responsibilities are outlined in the Covenants and are generally described below, however, specific maintenance standards shall be adopted by the Committee from time to time and will be made available to all Applicants.

2. General Requirements

- All structures, landscaping and drives shall be maintained in a safe, clean, and orderly condition at all times.
- Maintenance responsibilities include, but are not limited to, lawn mowing and landscape maintenance; replacement of dead plant material; clean-up of trash and litter; snow removal; repair, painting, and routine maintenance of all structures and signs; and repair/replacement of light fixtures and bulbs. Dead trees, shrubs and unsightly landscaping shall be removed as required, and replaced within 30 days of removal.
- Drainageways shall be kept clean and free of obstructions; appropriate action shall be taken to prevent or repair erosion.
- The DRB shall be the final authority in defining acceptable levels of maintenance and in arbitrating maintenance disputes. Periodic inspections may be conducted to assure compliance with maintenance requirements. If no remedial action is taken after adequate notice of non-compliance is given, the DRB shall utilize those remedies set forth in the Covenants.

M. Certificate of Compliance

1. Construction Conditions

- No clearing or construction work is to begin until final written DRB approval has been obtained

- Temporary signs, including construction signs, leasing signs, banners, and any other temporary graphics, must be prepared in conformance with The Villages at Wellington Sign Guidelines (Section VI.A) and approved prior to installation by the DRB.
- Developer is responsible for assuring that their contractors comply with all County ordinances regarding sediment and erosion control, dust control, and other construction regulations.
- All contractors' workmen shall confine the parking of their vehicles to designated areas approved by the Committee.
- It is mandatory that all sites be maintained in a clean and tidy manner. All construction materials must be kept within the property lines thereby maintaining a neat street right-of-way. The storage of materials should be in an inconspicuous area of the site and should be neat and orderly. The use of adjoining properties for access or storage of materials, without the written permission of the adjacent owner, is prohibited. The builder is responsible for keeping dirt and mud off the street and is responsible for cleaning, washing or sweeping them promptly upon request of the Committee. Temporary storage structures must be approved by the Committee.
- Large construction trailers shall be removed within ninety days (90) after completion of the project.
- A commercial dumpster shall be placed on each job site by each building contractor and shall be dumped when necessary. At the end of each work day, materials must be stored neatly and all trash placed in the dumpster. No trash will be strewn about the lot or piled openly. As untidy sites present a negative image to visitors and property owners, this requirement shall be strictly enforced.
- Temporary utilities should be installed in a neat manner. The temporary power pole must be installed plumb and will not be utilized for the placement of signs.

2. Resident Standards

Each resident shall keep all properties and improvements in good order and repair and free of debris. This includes seeding, watering, and mowing of all lawns, and pruning and replacement, if necessary, of all trees and shrubbery and the appropriate external care of all buildings and other improvements in a manner consistent with good property management. In the event of failure to maintain the property and the improvements, the Association shall have the right, whether one time or repeatedly, to correct, repair, maintain, and/or restore the property and improvements. All costs and expenses related to such corrections shall be charged to the resident in the form of a special assessment upon the property plus a penalty established by the Association if allowed by applicable law.

In-ground pools, including associated landscaping and accessory structures shall require DRB approval. It is suggested that proposed swimming pools be discussed with adjacent property owners. Pools shall be located in rear yards although consideration will be given to owners of property with unusual configurations and topographic constraints. Swimming pools shall be located within the rear yard as demarcated by the building restriction line contained in the Final Development Plans and Building Permits. Removal and disturbance of existing trees shall be minimized. Above ground pools are prohibited within the Community. The pool and any mechanical equipment shall be protected by a fence and otherwise screened from adjacent property views. Fences and gates shall conform to that portion of these guidelines pertaining to fences, (Section IV.J)

VI. Site Identity Guidelines

A. Signage

1. Design Intent

As the first introduction to The Villages at Wellington and the element that will establish the thread of continuity throughout the project from its inception through completion of the last building, it is important that the image presented by the signage be appropriately dignified and of a quality level compatible with community standards.

2. Objectives

- The system will help to define The Villages at Wellington entity distinct from the surrounding environment.
- Directional signs will provide clear, logical and consistent directions to each destination.
- The signs will reinforce an orderly traffic pattern and flow.
- All signs oriented to vehicular traffic will be readable from moving automobiles.
- Signs will be located only where needed to accommodate the goals above. The number of signs will be kept at a minimum to avoid unnecessary clutter.
- Signs will be located far enough in advance of decision points to allow time for appropriate maneuvers.
- Messages on all signs will be kept to a minimum to facilitate optimum comprehension.

3. Sign Categories

Although signs physically occupy little space, their visual impact on the image of the community is enormous. All sign concepts and designs must be submitted to the DRB for approval prior to installation. All signs must conform to the City of Laurel Zoning Ordinance, in addition to these criteria.

The sign system for commercial areas is divided into the following sign categories:

- Community Entry Signs
- Directional and Regulatory Signs
- Temporary Construction Signs
- House Address Numbers
- Other Temporary Signs

Community Entry Signs: Entries to residential parcels shall be appropriately landscaped and may be constructed of such materials as brick, masonry or wood, both painted and natural. Lettering can be routed, applied or painted. The scale of all residential entry signs shall be in proportion to the surrounding dwelling units.

Directional and Regulatory Signs: All directional and regulatory signs in The Villages at Wellington are to be modular post and panel. Directional and regulatory signs include:

- Signs displayed for the direction or convenience of the public, such as signs which direct traffic.
- Signs warning the public against trespassing, swimming or the like. These signs should not exceed four square feet in area and should be posted at eye level.
- Signs which identify parking for the handicapped, with size, copy and posting height as required by the City of Laurel.

Temporary Construction Signs: The sign shall be limited to identifying the name of the proposed building, the character of the building(s) or enterprise(s), and/or the purpose for which the building(s) is intended. In a subordinate manner, the sign may identify the architects, engineers, contractors, realtors, and other individuals or firms involved with the construction but shall not include any advertisement.

Construction signs must be free standing and limited to an area of 32 square feet and a maximum height of 8 feet. They must be removed within 14 days following completion of construction.

House Address Numbers: Address numbers should be of a consistent size and material on all housing units and should be prominently displayed in a consistent location. Ideally, numerals should be located above or below a light fixture for maximum visibility at night. Individual numerals 4" in height of wood, porcelain or brass are recommended. The color of the individual homes will determine the exact material and color; high color contrast is recommended.

Other Temporary Signs: Any other type of proposed temporary sign must be approved, on a case-by-case basis, by the DRB prior to installation.

B. Lighting

1. Design Intent

The basic concept of exterior site lighting for The Villages at Wellington should be to provide an overall family or continuity of lighting throughout the community with slight variations in keeping with the specific functions. All exterior lighting shall be designed, erected, altered and maintained in accordance with plans and specifications submitted to and approved by the Design Review Board (DRB) in writing.

2. Objectives

The basic principle underlying The Villages at Wellington's exterior "site furniture" is to create a functional, pleasing, and coordinated relationship of lighting, signs, and plant material for aesthetic purposes, security and safety. With this in mind, there are several specific objectives which should be considered:

1. To provide a system of maximum lighting efficiency (uniform light distribution with control of stray light and glare).
2. To provide a continuity of lighting throughout the entire community with accents or highlights only for places of special interest.
3. To utilize lighting equipment that during the day has aesthetic relationship to the surrounding architecture and blends with the natural landscape.
4. To provide adequate visibility and protection.

5. To utilize lighting equipment that provides durability, economical operation and maintenance convenience.

3. Lighting Functions

Intersections: Because intersections require a decision and possibly a new direction for the motorist, they should be at least as well lit and, frequently, better lit than the street proper. The same type and color lamps used on the roads should also be used at the intersections, although multi-headed versions of these or lamps of higher wattage may be used. Such fixtures necessarily provide a change of pace from the normal pattern of lighting on the streets, but this change should either blend well or maintain the rhythm already established.

Minor Collectors: The function of a minor collector is to link homes to the larger roads in the system. These streets are low-speed and lightly traveled. A minor collector may also provide access to the various neighborhood or community centers. The mounting height and spacing of these fixtures should be more in keeping with the residential character of the residential collectors.

Residential Streets: Residential streets are low-speed routes that circulate throughout the neighborhoods. Lighting for these streets should be intimate and friendly. If streets are darker, cars going at lower speeds can fill in the gaps with their headlights. The mounting height and scale of these can be greatly reduced but the basic form and style should be consistent with the other roadway fixtures. The sophisticated optics required for the other roadways luminaries are not needed for this fixture so a simple milk white lens can be used. This will expose a small portion of the light source producing a slight warm glow at the intersections.

Open Space: It is the general consensus that most open space areas will not be lighted. However, with a growing concern over safety, there might be some selective areas that will require lighting. In many cases, open space areas are in close proximity to residential units so it is recommended that the same sharp cutoff type fixture as specified for the roadways be used for this purpose.

The open space fixtures should be somewhat scaled down and can use the simple milk white lens as suggested for intersections along the residential collectors. In order to blend more naturally into the open space areas (producing a slight variation) a wood pole is recommended for this fixture.

Low, Entrance or Edge Lighting (Landscape Lighting): The entryways to buildings can be illuminated by low, non-glaring light fixtures. These units can be rectangular or square in form with cut-off fixtures. The units will be mounted on short projected arms approximately 3 feet high. The major problem associated with low mounted lighting is vandalism, so these fixtures must only be used in very select or highly protected areas.

4. General Guidelines

- Exterior lighting should be designed to provide uniform illumination with low glare, using equipment which is architecturally neutral in daytime appearance.
- Roadway fixtures shall be 25'-35' in height.
- High pressure sodium, sharp cut-off fixtures shall be used for roadway and parking area illumination; incandescent lighting is encouraged in pedestrian areas to provide a "warmer" zone near buildings.
- All lighting standards shall meet the requirements set forth by the Baltimore Gas and Electric Company specifications.
- Lights shall be placed to minimize glare or excessive light spillage on adjacent sites.
- Floodlighting generally will not be allowed. However, special DRB approval may be given to lighting plans which call for highlighting of special portions of a building for functional, aesthetic, or security purposes.
- Plants may be uplift to cast shadows on wall surfaces or to highlight special landscaping, provided light sources are concealed.

Appendices

- A. Design Review Process and Design Review Board (DRB)
- B. Recommended Plant Materials

Appendix A

Design Review Process

In order to foster a harmonious identity for The Villages at Wellington, all development plans, architectural, landscape architectural and signage design shall be subject to review and approval by the Design Review Board (DRB). In general, the following process shall apply:

1. ***Concept Alternatives Discussions***

A meeting with the DRB should occur early in the design process when alternative design approaches are being explored. The purpose of this meeting is to discuss the overall concept of the Community and the design intent of the Guidelines, as well as to initiate interactive communication between the DRB, the builders and their consultants. The design and construction responsibilities of Bear Branch Associates, LLC, and the builder will also be discussed at this meeting.

2. ***Schematic/Preliminary Design Plan Review***

The Schematic Plan submittal is the initial phase of the review process and provides an introduction to the design concept and character of the proposed development. The Schematic Plan shall include the layout of roads and parking, the pedestrian circulation system, building sites and the location of open space. Tree preservation areas shall be identified. Included should be a rendered site plan at a minimum scale of 1" = 40'. The Schematic/Preliminary Design Plan Review will be necessary only when modifications to the approved Final Development Plan are proposed by the Builder.

The submittal shall address all aspects of site, architectural and landscape architectural design as identified in the Guidelines.

It shall include site plans with adequate detail to evaluate vehicular circulation and parking, the location of on-site utilities, siting and orientation of buildings, grading and drainage and landscape treatment.

DRB Preliminary Design Approval is required. Review and comment may be provided to assist the Builder in the further development of plans and architecture in preparation for the Construction Document submission.

3. *Construction Documents*

In the second review phase, a complete set of Construction Documents (CD's) and specifications for architecture, engineering, and landscape architecture shall be submitted to the DRB for review and approval. These documents shall be the same as those submitted to The City of Laurel. Landscape, lighting and signage plans will also be provided. Sample boards indicating type, color and combinations of all exterior construction materials must be provided.

4. *Construction Conditions*

Temporary construction conditions including locations of access drives, designated parking, office, trailer, storage, "wash-out" areas, temporary utilities, trash receptacles, soil stock pile areas, and tree preservation measures shall be clearly delineated on the approved Builder's CD Package and subject to DRB approval. All temporary signage including construction and leasing signs, shall be in conformance with the Signage Section VI.A. Daily clean-up and maintenance procedures are required and shall insure the site is orderly and safe at all times. Mud or debris tracked off-site will be promptly removed at the end of every day. All construction materials must be kept within the property at all times.

5. *Revision, Alteration, or Addition*

DRB review and approval is required for any revision, alteration, or addition proposed by Builders to approved projects within The Villages at Wellington. A Schematic/Preliminary Design package for these changes shall be submitted and approved before construction documents are submitted.

Design Review Board

1. *Schedule*

The DRB will meet as necessary.

2. Submittals

One copy of all documents to be reviewed must be submitted to the DRB no later than fourteen (14) calendar days prior to the scheduled review date. This allows for advanced distribution and review.

Submittals should include a letter requesting the DRB's review and listing the appropriate drawings contained in the submission. All drawings submitted shall include the following information:

- a. Title block, including parcel designation, owner name, project address (if available), and review phase.
- b. Site base data, including property boundary, topography, R.O.W., utilities (proposed or existing), easements, setbacks, limits of construction, and significant features.
- c. Plans, sections, topography, elevations, and other materials necessary to clearly indicate the placement, height, and massing of buildings, access roads, landscape treatment, and proposed signage.

Approvals, contingent approvals, and recommendations for re-submission will be confirmed by written notice within 10 days of any review meeting. No construction activity may commence without final DRB approval of Construction Documents, and whenever necessary, City, State and County agency approval.

Inspection and Conformance

The Villages at Wellington inspections shall monitor conformance of construction with the approved design. It is the responsibility of the Builder to conform. Formal inspections will be scheduled in advance with a designated Builder contact.

These site inspections may be made regularly throughout the construction process, or as necessary to monitor guidelines conformance.

Appendix B

Recommended Plant List

The following list of recommended plant materials is provided for general guidance in selection of desirable plants for The Villages at Wellington. Since a variety of conditions exist, and site landscaping will be designed for various purposes, selection of plant materials must be determined on an individual basis. The following list includes plants for a variety of site conditions (i.e., well-drained or poorly drained soils, etc.) Final selection should be based on careful consideration of the specific site conditions.

The list of plant species identifies tolerance characteristics of each species with a rating from excellent to poor. Species rated as excellent have few or no insect or mite problems. Species rated as poor or very poor are susceptible to insect and mite damage. Additional problems with each plant species are identified in the Comments section. Cultural factors or diseases were not considered when rating a species tolerance.

Botanical Name	Common Name	Distinguishing Characteristics	Tolerance	Comments
I. Large Deciduous Trees				
A. Native Species				
Acer Rubrum	Red Maple	Fall color; flowers	Good	Aphids, scales, planthoppers, low maintenance, IPM effective.
Acer saccharum	Sugar Maple	Fall color	Moderate	Moderate maintenance, requires a significant amount of IPM attention - especially pear thrips, many leaf skeletonizers, scale.
Fagus grandifolia	American Beech	Form; fall color; bark	Good	Moderate gypsy moth problems; low maintenance, IPM effective except for Beech Bark Disease unless control of Beech scale is successful.
Liriodendron tulipifera	Tulip Tree	Fall color; flowers	Good	Aphids, no gypsy moths; very low maintenance, IPM effective - most significant problem is sooty mold which is a nuisance to people especially as droppings on cars and high visibility areas.

Botanical Name	Common Name	Distinguishing Characteristics	Tolerance	Comments
<i>Quercus rubra</i>	Northern Red Oak	Fall color	Moderate	Susceptible to gypsy moths, scales; moderate to high to maintenance, requires a lot of IPM attention - variety of leaf chewing and sucking insects, as well as fungal spots. The most notorious problem is the gypsy moth. However, both red and pin oaks are valuable species for urban planting.
<i>Quercus palustris</i>	Pin Oak	Fall color; form	Moderate to Poor	Susceptible to gypsy moths, scales; similar to <i>Q. rubra</i> ; additional concerns are orange-stripped oakworm scale. Needs IPM attention. Also, known to develop "chlorosis" in urban conditions.
B. Introduced Species				
<i>Zelkova serrata</i>	Japanese Zelkova	Bark Foliage	Good	Elm leaf beetles; excellent urban choice - low maintenance; resistant to Dutch Elm Disease, few problems.
<i>Platanus acerifolia</i>	London Plane Tree	Bark	Good	Lacebugs, plant bugs; IPM attention especially "anthracnose" may be a recurring problem; probably a hybrid of <i>P. occidentalis</i> and <i>P. orientalis</i> .
II. Medium Deciduous Trees				
A. Native Species				
<i>Betula nigra</i>	River Birch	Form, bark	Good	Aphids; low maintenance, IPM effective.
<i>Cladrastis lutea</i>	American Yellowwood	Foliage; bark; flowers	Very Good	Low maintenance, IPM effective.
<i>Gleditsia triacanthos</i> 'Inermis'	Thornless Honeylocust	Foliage, form	Moderate to Poor	Mites, aphids, plant bugs, webworms, low maintenance, IPM effective.

Botanical Name	Common Name	Distinguishing Characteristics	Tolerance	Comments
<i>Liquidambar styraciflua</i>	American Sweetgum	Foliage; fall color	Good	Scales, aphids, defoliators; low maintenance, IPM effective, some webworms, NOTE: spiny fruit-objectionable in public areas.
<i>Nyssa sylvatica</i>	Black Gum	Foliage, fall color	Excellent	Very low maintenance, highly IPM effective.
<i>Quercus imbricaria</i>	Shingle Oak	Foliage	Moderate to Poor	Gypsy moths, scales; two lined chestnut borer, leaf defoliators, can still be considered a viable candidate for reforestation and plantings.
<i>Taxodium distichum</i>	Bald Cypress	Foliage; form; bark	Excellent	Very low maintenance, essentially free of pest and/or disease problems. Usually mortality occurs due to improper location for such a hydrophyte.
B. Introduced Species				
<i>Acer platanoides</i>	Norway Maple	Fall color; form	Good	Aphids, scales; low maintenance, IPM effective. However, mature trees are highly susceptible to Verticillium Wilt. This species is considered by ecologists as an invasive species to native forests.
<i>Betula platyphylla japonica</i>	Japanese White Birch	Form; bark	Moderate	Bronze birch borers, aphids; high maintenance. IPM effective except for bronze birch borer especially with mature trees.
<i>Cercidiphyllum japonicum</i>	Katsura Tree	Fall color; foliage	Very Good	Very low maintenance. IPM effective - virtually no pests and diseases.
<i>Fraxinus lanceolata</i>	Newport Ash	Branching; foliage	Good to moderate	Aphids, borers; low maintenance, IPM effective.
<i>Koelreuteria paniculata</i>	Golden Rain Tree	Flowers; form; summer color	Excellent	Very low maintenance, IPM effective - virtually no pests and diseases.

Botanical Name	Common Name	Distinguishing Characteristics	Tolerance	Comments
<i>Sophora japonica</i>	Japanese Pagoda Tree	Flowers; tolerates urban conditions	Good	Some scales; very low maintenance, IPM effective. CAUTION: flowers from this tree will stain car paint so planting should not be done near parking areas.
<i>Tilia cordata</i>	Littleleaf Linden	Foliage; form	Moderate to Poor	Japanese beetles, aphids, scales; high maintenance, IPM effective.
III. Small Deciduous/Flowering Trees				
A. Native Species				
<i>Cercis canadensis</i>	Eastern Redbud	Foliage; flowers	Good	Aphids; low maintenance, IMP effective. Botryosphaeria canker is a problem.
<i>Cornus alternifolia</i>	Pagoda Dogwood	Form; flowers	Good to Excellent	Very low maintenance, IMP effective.
<i>Hamamelis virginiana</i>	Common Witchhazel	Fall color; flowers	Good	Calls; low maintenance, IPM effective.
<i>Magnolia virginiana</i>	Sweetbay Magnolia	Flowers; foliage	Good to Excellent	Scales; low maintenance, IPM effective.
B. Introduced Species				
<i>Acer palmatum</i>	Japanese Maple	Foliage; form; fall color	Good to Excellent	Scales; very low maintenance, IPM effective. Species is susceptible to verticillium wilt.
<i>Acer ginnala</i>	Amur Maple	Foliage; form	Good to Excellent	Scales; IPM effective.
<i>Cornus kousa</i>	Kousa Dogwood	Fall color; flowers	Good to Excellent	Very low maintenance, IPM effective - resistant to some of the problems <i>Cornus Florida</i> is affected by.
<i>Crataegus phaenopyrum</i>	Washington Hawthorn	Fall color; flowers; fruit	Very poor	Aphids; scales; gypsy moths; blight. Very high maintenance, IPM requires a lot of attention.
<i>Lagerstroemia indica</i>	Crepe Myrtle	Flowers; bark	Good to Excellent	Aphids; low maintenance, IPM effective. May do well in Maryland depending on latitude, waxy scale can be a problem.

Botanical Name	Common Name	Distinguishing Characteristics	Tolerance	Comments
<i>Magnolia soulangeana</i>	Saucer Magnolia	Flowers; form	Good to Excellent	Scales; low maintenance, IPM effective.
<i>Magnolia stellata</i>	Star Magnolia	Flowers; form	Good to Excellent	Scales; low maintenance, IPM effective.
<i>Malus</i> spp.	Crabapple	Flowers; fruit; easy to establish	Not available	Very high maintenance, IPM effective for insects. Limited IPM for fire blight, cedar-apple rust, scab, powdery mildew, eastern tent caterpillar, etc.
<i>Prunus yedoensis</i>	Yoshino Cherry	Flowers; form	Moderate to Poor	Aphids, scales, borers, cankers, caterpillars; average maintenance. Limited IPM effectiveness.
IV. Large Evergreen Trees				
A. Native Species				
<i>Ilex opaca</i>	American Holly	Fruit; pyramidal; slow growth	Moderate	Leafminers; moderate maintenance, IPM effective. Conventional treatment necessary for leafminer and chlorosis.
<i>Magnolia grandiflora</i>	Southern Magnolia	Foliage; flowers	Good	Scales; problems with yellow bellied sapsucker; moderate to high maintenance, IPM effective. Conventional treatment necessary for mites and bugworms.
<i>Tsuga canadensis</i>	Canadian Hemlock	Foliage; texture	Moderate to Poor	Scales; adelgids; very high maintenance in urban/out of range areas; IPM effective.
<i>Thuja occidentalis</i>	American Arborvitae	Foliage; color	Moderate	Bagworms mites; moderate maintenance, IPM effective. CAUTION: In stressed areas, bagworm is a problem.
B. Introduced Species				
<i>Cupressocyparis leylandii</i>	Leyland Cypress	Color; rapid growth; pyramidal form	Good to Excellent	Very low maintenance, IPM effective.
<i>Picea abies</i>	Norway Spruce	Foliage; form	Moderate to Poor	Weevils, bagworms, mites, adelgids, scales; very high maintenance, IPM effective, but use of very costly conventional treatment is better.

Botanical Name	Common Name	Distinguishing Characteristics	Tolerance	Comments
<i>Picea omorika</i>	Serbian Spruce	Form; foliage	Moderate	See <i>Picea abies</i> .
<i>Pinus nigra</i>	Austrian Pine	Form; foliage	Good	Mites, scales; moderate maintenance, IPM effective - mature trees usually die back severely from Dipoldia Blight.
<i>Pinus thunbergi</i>	Japanese Black Pine	Form; texture	Good	Scales; low maintenance, IPM effective.
<i>Chamaecyparis obtusa</i>	Hinoki False Cypress	Foliage; color	Good	Scales, mites, leafminers; low maintenance, IPM effective.
V. Medium/Small Evergreen Tree				
A. Introduced Species				
<i>Ilex fosterii</i>	Foster Holly	Berries, foliage; pyramidal	Good	Scales; low maintenance, IPM effective.
<i>Ilex x Nellie Stevens</i>	Nellie Stevens Holly	Pyramidal; slow growth	Good	Scales; low maintenance, IPM effective.
<i>Pinus Mugo</i>	Mugo Pine	Form; slow growth	Moderate	Tipmoths, mites, scales, sawfly; moderate maintenance, IPM effective.
<i>Pinus bungeana</i>	Lacebark Pine	Form; foliage; bark; slow growth	Good to Excellent	Scales; very low maintenance, IPM effective.
VI. Deciduous Shrubs				
A. Native Species				
<i>Ilex verticillata</i>	Winterberry	Fall color; fruit	Excellent	Very low maintenance; IPM effective.
<i>Viburnum dentatum</i>	Arrowwood Viburnum	Foliage; flowers; fall color	Excellent	Aphids; very low maintenance, IPM effective.
B. Introduced Species				
<i>Euonymus alata 'compacta'</i>	Dwarf Euonymus	Fall color; bark	Good	Aphids; mites, scales; low maintenance, IPM effective.
<i>Forsythia x Intermedia 'Spectabilis'</i>	Weeping Forsythia	Flowers; rapid growth	Excellent	Aphids; very low maintenance, IPM effective.
<i>Viburnum carlesii</i>	Koren Spice Viburnum	Fragrance; flowers; fall color	Excellent	Aphids; very low maintenance, IPM effective.
<i>Viburnum dilatatum</i>	Linden Viburnum	Flowers; fruit; fall color	Excellent	Aphids; very low maintenance, IPM effective.

Botanical Name	Common Name	Distinguishing Characteristics	Tolerance	Comments
Viburnum plicatum 'tomentosum'	Doublefile Viburnum	Flowers; form; fall color	Excellent	Aphids; very low maintenance, IPM effective.
Corylopsis spp.	Winterhazel Species	Flower; form; fall color	Good to Excellent	Low maintenance, IPM effective.
Cornus alba siberica	Siberian Dogwood	Form; stem color	Good	Scales, sawfly, low maintenance, IPM effective.
VII. Evergreen/Broadleaved Evergreen Shrubs				
A. Native Species				
Myrica pensylvanica	Northern Bayberry	Foliage; fruit	Good to Excellent	Very low maintenance, IPM effective - can get witches broom, but rare.
B. Introduced Species				
Azales spp. Azaleas	Evergreen Azalea Species	Flowers	Excellent to Poor	Lacebugs, weevils, mites, caterpillars; <u>potentially</u> very high maintenance, but can be a very successful species, IPM effective for many pests, not all.
Buxus spp. Buxus	Boxwood Species	Foliage; form; slow growth	Excellent to Poor	Psyllids, mites, leafminers; potentially high maintenance, IPM effective.
Ilex crenata spp.	Japanese Holly Species	Foliage; fruit; slow growth	Good to Moderate	Scales, mites; low maintenance, IPM effective for scale.
Ilex cornuta 'Burfordii'	Burford Holly	Foliage; fruit	Good to Moderate	See Ilex crenata.
Ilex glabra	Inkberry	Foliage; form	Good to Excellent	Leafminers; low maintenance, IPM effective. Conventional treatment necessary for leafminer.
Juniperus spp.	Juniper Species	Foliage	Good to Poor	Mites, scales, bagworms; moderate maintenance, IPM effective.
Prunus laurocerasus spp.	Cherry Laurel Species	Flower; foliage	Good	Borers, scales; low maintenance, IPM effective.
Rhododendron spp.	Rhododendron Species	Flowers; evergreen; moderate growth	Good to Poor	Lacebugs, weevils, borers; moderate maintenance/conventional treatment for most pests.

Botanical Name	Common Name	Distinguishing Characteristics	Tolerance	Comments
Taxus spp.	Yew Species	Foliage	Good	Scales; weevils; low maintenance, IPM effective.
VIII. Ground Covers/Vines				
B. Introduced Species				
Ajuga reptans	Bugleweed	Foliage	Not available	Not available.
Campsis radicans	Trumpet Vine	Foliage; flowers	Good	Leafminers; low maintenance, IPM effective, conventional for leafminers.
Euonymus fortunei spp.	Wintercreeper Species	Foliage; fall color	Moderate	Scales, weevils; moderate maintenance/conventional treatment for borers.
Hedera helix	English Ivy	Foliage	Moderate	Aphids; moderate maintenance, IPM effective for aphids.
Juniperus spp.	Juniper Species	Foliage	Good to Poor	Scales, mites, bagworms; moderate maintenance, IPM effective for aphids, scales, etc.
Liriope muscari	Big Blue Lilly Turf	Foliage; flowers	Good	Slugs; low maintenance.
Pachysandra terminalis	Japanese Pachysandra	Foliage; flowers	Good	Scales; low maintenance, IPM effective.
Parthenocissus quinquefolia	Virginia Creeper	Foliage; fall color; fast growth	Good to Excellent	Very low maintenance, IPM effective.
Parthenocissus tricuspidata	Boston Ivy	Fall color; foliage; fast growth	Good to Excellent	Very low maintenance, IPM effective.
Vinca minor	Pariwinkle	Flowers; moderate growth	Good to Excellent	Very low maintenance, IPM effective.

THE VILLAGES AT WELLINGTON COMMUNITY CENTER REGULATIONS (Rev3)

PURPOSE

These rules and regulations concern the use of the Villages at Wellington Community Center by groups associated with:

- The Villages at Wellington Board of Directors and Board appointed committees
- Members of the Villages at Wellington Community Association that have completed a private usage agreement and paid all required fees and security deposit.
- All other use is prohibited.

The use of the facility by the members is encouraged. However, the primary purpose of the facility is to serve as a place of use for the Villages at Wellington community events. Community wide events take precedence over private use by individual members.

The term "sponsor" shall be defined as any Villages at Wellington Association Member utilizing the Community Center that has completed a private usage agreement and paid any required fee(s). A "sponsor" of a private event or an event open to the Villages at Wellington Community must be at least 21 years of age and the primary deeded Villages at Wellington homeowner in good financial standing with the Association.

The Community Center is provided for the use and convenience of all association members and shall not be used by members, either directly or indirectly, for commercial profit ventures. Sponsors shall not charge, solicit, accept or encourage the payment of monies for admission to any event in the Community Center, whether for charitable purposes or otherwise.

HOURS OF OPERATION

The Community Center is available for private use during the hours of 9:00am to 11:00pm. Private rentals are not permitted on the following days or holiday weekends; Mother's Day, Easter, Memorial Day, Father's Day, July Fourth (including the day/weekend during which the City of Laurel presents it fireworks), Labor Day, Thanksgiving Day (Thursday-Sunday), Christmas Eve, Christmas Day, New Year's Eve or New Year's Day. Members are required to contact the Villages at Wellington Community Association Management firm for the Community Center availability. No more than one event may be scheduled per weekend (first-come, first-served).

FEES FOR USE

The following fees will be collected for private use of the Community Center facility. No fees will be required for Board or Committee sponsored events. The facility may be used by certain individuals/organizations (e.g. Boy or Girl Scouts) on a recurring basis with the approval of the Community Center Committee and/or the Board of Director's. The fees may be reduced or waived for these organizations with approval of the Community Center Committee and/or the Board of Director's, but the security deposit and trash fees shall still be required. Requests for recurring events by individuals/organizations must be in writing and must be submitted to the Community Center Committee and/or the Board of Director's, at least 60 days in advance of the first event. The event sponsor must be a resident homeowner member in good standing with the Villages at Wellington Community Association during the duration of the sponsorship. Failing to remain in good standing will result in the cancellation of the event.

Security Deposit. A refundable security deposit of \$250.00 must be paid to reserve the facility for a non-Board or Committee event. The Community Center will be inspected prior to use and after completion of the event. The facility must be returned to its original condition with cleaning being performed, by the sponsors, according to the cleaning check-list as outlined in the rental contract. All costs for damage and cleaning beyond normal wear will be deducted from the security deposit. Costs for repairs exceeding the security deposit will be billed to the event sponsors.

Private Usage Fee. The Community Center Rental Fee is \$325.00 per event. The specified fee will give the event sponsors and guests access to the kitchen, the meeting room and restrooms. Access to the Community Center Office and pool area is prohibited.

Events that continue beyond the paid time block may result in the loss of the security deposit.

Holding Fee. A \$50.00 holding fee will be required to hold the event date. This fee will be credited against the Private Usage Fee when paid. The holding fee is refundable if the event is cancelled under specified guidelines.

Trash Fee: Upon the termination of the event, the Event Sponsor shall remove the trash bags from the trash cans in the meeting room and place unused trash bags into the meeting room containers. The used trash bags shall be set at the curb in front of the Facility for pick-up by the Association for a fee of \$75.00 (up to 10 bags of trash). Any bags beyond the 10 bags will be an additional fee of \$75/10 bags (or portion thereof) deducted from the security deposit. Alternatively, the event sponsor shall remove the used trash bags from the Facility grounds completely, on their own and at no cost. The event sponsor must initial the rental agreement to stipulate their intentions and pay the \$75.00 fee, if necessary. Said fees shall be paid by check or money order made payable to *The Villages at Wellington Community Association*.

RESERVATIONS

Reservations will be taken on a first-come, first-serve basis. Reservations can be made up to six (6) months in advance of the event and no less than 30 calendar days prior to the event. The Community Center can be reserved by calling the Villages at Wellington Management Company.

Reservations will be confirmed when the following conditions are met:

1. All Villages at Wellington Association assessments, fines, and legal fees (if any) are paid in full by the sponsor.
2. The contract is completed and signed, attesting that the Sponsor(s) has read and understood the rules and regulations.
3. A \$50.00 holding fee is paid. This fee is subtracted from the total Private Usage Fee.
4. The remaining Private Usage Fee, Trash Fee (if necessary) and security deposit must be paid at least thirty (30) calendar days prior to the event.

A charge of \$35.00 will be assessed for returned checks. The returned check fee along with all other fees associated with private use of the facility will be added to the Villages at Wellington Community Association sponsor homeowner account. Standard Villages at Wellington Community Association late payment fees and collection procedures apply to all accounts with outstanding balances.

CANCELLATIONS

The event sponsors can cancel the reservation without loss of the security deposit or private usage fee. To cancel an event without loss of fees, written notice must be given fourteen (14) calendar days prior to the event.

The Villages at Wellington Association Board of Directors or the Management Company may cancel reservations fourteen (14) calendar days prior to the event, if all rental fees and security deposit are not paid.

The event sponsor shall pay a \$25.00 administrative fee for any cancellations with less than fourteen (14) calendar day's written notice.

THE VILLAGES AT WELLINGTON COMMUNITY CENTER REGULATIONS (Rev3) (Continued)

KEY PICKUP AND DROP OFF

Arrangements for access to the Community Center must be made with the person designated by the Villages at Wellington Community Association Management firm. At least ten (10) days prior to the event, the event sponsors must contact the Villages at Wellington Community Association management firm to arrange for a pre-inspection of the facility.

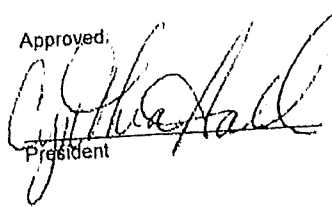
the Admittee or any other person that is in attendance at the Community Center or surrounding areas for any claim arising out of or relating to the Community Center and surrounding areas. The Association may bring suit or file any insurance claim as a result of the use of the Community Center or surrounding area, and, after appropriate Notice and a hearing for the Owner before the Association's Board of Directors, any fines issued or costs of reconstruction or repairs shall constitute a Rules violation, shall constitute a personal debt of the Owner, and shall be assessed to the Owner's Association account. Any attorney's fees and costs incurred as a result of a successful suit brought by the Association shall be paid by the Owner in the same manner as the fines and costs of repairs and shall be collectible in the same manner as any other assessment debt.

(The Villages at Wellington Community Association Board of Directors may change the Community Center Regulations at any time.)

GENERAL RULES AND REGULATIONS

1. Smoking is not permitted in the Community Center.
2. Entry into the pool area from the Community Center is prohibited.
3. Event sponsors must be present during the entire event to ensure that the guests follow the rules and regulations, and adequate adult supervision is mandatory for all events for children under the age of 18.
4. Event sponsors must assure that the Community Center is not used for unlawful purpose or any purpose prohibited in these rules and regulations.
5. Event sponsors must supply all materials necessary to support the event.
6. County regulations require that the kitchen be used for food warming only, not preparation. Caution must be taken to ensure the fire sprinkler systems are not setoff by heating devices. Event sponsors must ensure that the kitchen is used only for warming of food. Grills/stoves or other cooking devices shall not be placed inside or outside the facility for use of food preparation. The Event Sponsor is responsible for the action of any caterer.
7. Event sponsors must ensure that there is no excessively loud music, disturbing noises, or any act that interferes with the enjoyment by other members present at the Community Center/Pool facility or nearby homes.
8. At no time shall any event become rowdy or uncontrollable. The sponsors bear full responsibility for maintaining the proper atmosphere for the event.
9. Shirts and shoes must be worn in the Community Center.
10. Pets are not permitted in the Community Center.
11. Sponsors must clean the facility according to the exiting checklist.
12. Open flames, portable heaters, incense or candles are prohibited in the Community Center.
13. The Event Sponsor is responsible for set-up of chairs and tables to suit their needs. Chairs and tables shall be left in a neat and orderly fashion at the end of the event. Additional furniture, play equipment, loud speakers, etc. are prohibited.

Approved:


President


Date

INDEMNITY

It is hereby expressly understood and agreed by Owners, guests, invitees or anyone entering the Community Center for the Association (hereinafter referred to as "Admittee") that he/she shall be solely and absolutely responsible and liable for their own conduct. Admittee hereby expressly agrees to assume all responsibility for the Community Center use and expressly agrees to indemnify and hold harmless The Villages at Wellington Community Association, its employees, agents, successors, and assigns (collectively hereinafter referred to as the "Association") from any and all claims arising out of, occasioned by, or in any way connected with their use of the Community Center or surrounding areas, as well as any and all claims for personal injury or property damage by any person or persons.

Admittee understands that there are inherent risks and dangers involved in the use of the Community Center and surrounding areas and Admittee expressly agrees that anyone who utilizes the Community Center or surrounding areas does so at his/her own risk. The Admittee agrees to indemnify and hold harmless the Association for any cost, including reasonable attorney's fees, incurred by the Association in defending any claim brought against the Association by

THE VILLAGES AT WELLINGTON COMMUNITY ASSOCIATION

c/o D.H. Bader Management Services, Inc.
14435 Cherry Lane Court, Suite 210, Laurel, MD 20707
301-953-1955, ext. 28 Phone * 301-953-1912 Fax
E-mail: tditizio@dhbader.com

Community Center Parking Lot Rules and Regulations

1. The community center parking lot is for the use of the Villages at Wellington Community Association members and their guests only.
2. At any given time, the use of the parking lot is limited to Association members and their guests that (1) are using the amenities at 14405 Rosemore Lane including the pool facility, tennis courts, etc., (2) are attending an Association sponsored function or (3) have formally contracted with the Association to rent the community center for a private function (only for the terms of the contract) or Association contractors on official business.
3. The following uses are prohibited:
 - a. Vehicular maintenance or repair of any kind
 - b. Overnight parking (lot closed from 1:00a.m. to 7:00 a.m.)
 - c. Vehicular storage (including boats or trailers of any kind)
4. Association members and/or their guests may not use the parking lot for overflow parking for their residence, including tenant parking.
5. Only operable, registered and insured vehicles may use the parking lot.
6. Use at your own risk. Illegally parked vehicles will be towed at the vehicle owners risk and responsibility.

Approved: De Wh III
Villages at Wellington, President

4/11/12
Date

Approved: [Signature]
Villages at Wellington, Secretary

4/17/2012
Date

VILLAGES AT WELLINGTON COMMUNITY POOL REGULATIONS

PURPOSE

The Villages at Wellington Community Association Board of Directors has established the regulations, outlined below, for the welfare and safety of all members and guests using the pool facility.

POOL OPERATING HOURS WILL BE POSTED AT THE POOL, PRINTED IN THE NEWSLETTER AND POSTED ON THE WEBSITE

POOL REGISTRATION CARDS/ADMITTANCE TO THE POOL

1. **Admittance only by a household registration card** (to include picture identification of residents). All residents and guests are required to sign in and out of the pool. Household registration cards will be issued to residents in good financial standing with the Villages at Wellington Community Association. Members who are delinquent in the payment of their dues or otherwise violate the association rules and regulations are not eligible for admittance. Household registration cards will be kept on file at the pool.
2. **Registration Card Application Packages.** A pool application package must be completed and approved by the Villages at Wellington Community Association management firm before a household registration card is issued. Household registration cards with more than 3 adults and/or more than 6 household members MUST provide proof of residency before their application is approved. (Proof examples: drivers license, student report card, etc.) Any registration card submitted may be challenged for proof of residency.
3. **Guest Allowance Policy.** Adult residents must accompany guests at all times. 20 guest allowances per household per season will be assigned to members if their registration card, pictures and proof of residency (if required) are received by May 1st. If application package is received after May 1st, no free guest allowances will be granted, NO EXCEPTIONS
4. **Additional Guest Allowances.** Villages at Wellington Members with a valid household registration card may purchase additional guest allowances in increments of 10 for \$20.00. Purchase shall be made at the pool only by check or money order made payable to the Villages at Wellington Community Association.
5. **Guest Limit.** A maximum of 5 guests per day per household. A maximum of 3 guests 14 years of age or less per adult resident.
6. **Private Parties:** Use of the pool for private parties or large groups is prohibited.
7. **Volunteer Season Guest Allowances.** Any resident who was officially appointed and has served actively (as determined by the Chair of the respective Committee) as a volunteer in the community on any of the Villages at Wellington Community Boards of Directors or Committees, will be eligible for a season guest allowance (maximum of five guests per day). A Volunteer Season Guest Allowance must be requested in writing on forms developed by the Community Center Committee and said application must be approved by the management firm.
8. **Nanny Guest Pass.** Households may purchase a laminated card for use by Non-Resident Nanny's only for the purpose of bringing resident children in the pool at a cost of \$25.00 per season. Passes will have the following information:
 - Nanny's name and photo (ID required for verification)
 - Resident's name and address
 - Name(s) of resident child(ren) the Nanny is allowed to bring in the pool per parents authorization.

The Nanny may NOT use this pass to come to the pool without the resident child(ren). Approval is subject to the management firms discretion and approval of the Board of Directors and/or the Community Center Committee.

POOL ADMITTANCE RESTRICTIONS

1. No one will be allowed in the swimming area unless the pool is officially open and a lifeguard is on duty.
2. **Child Member Restrictions.** Child members of the pool will be admitted to the pool under the following conditions:
 - Members 14 and under must be accompanied and supervised by an authorized [responsible Association household adult] Association adult member or approved Nanny.
 - Members 15-17 years of age may be admitted without adult supervision, if the parent or legal guardian member grants written permission on the registration card and the child passes the basic swim test (two laps of the pool and tread water for one minute).
 - Members being accompanied by a Nanny MUST get prior approval from the management firm.
3. **Child Guest Restrictions.** Guest children must be accompanied by a registered adult Association member at all times and will only be admitted to the pool under the following conditions:
 - Guests 15-17 years old MUST be signed in by resident homeowner and MUST pass the basic swim test
 - Guests 14 and under MUST be accompanied by a resident homeowner.
4. To allow for complete pool enjoyment by Association members, the lifeguards can limit the number of guests allowed in the pool.
5. **The Pool Manager and/or Lifeguards reserve the right to require parental supervision of any child, member or guest, 15-17 years of age who violates the pool rules. Lifeguards are NOT babysitters.**
6. **ALL GUESTS:** All guests must abide by the same rules and regulations as resident members. Resident members will be held responsible for the actions of their guests, whether the resident is present or not.

REGULATIONS

1. All members and guests must follow the instructions of and cooperate with the Pool Management and Lifeguards AT ALL TIMES.
2. **The Pool Manager and/or Lifeguards have the authority to suspend a members pool privileges for the day for any infraction of these rules.** Subsequent action may be taken by the Villages at Wellington Board of Directors or Community Center Committee, which may revoke a member's pool privilege for any length of time, including the remainder of the pool seasons, and accessing monetary charges if appropriate.
3. Appropriate bathing attire must be worn when using the pool. Cut offs, gym shorts, and thong/G-string bathing suits will not be allowed in the pool. Allowances shall be made for clothing worn for religious purposes provided that the pool management company may, at their discretion, prohibit clothing that they feel obstructs the view of the pool bottom or that they feel may get tangled in the main drains of the pool.
4. The community center meeting room and kitchen are to be used by reservation only (See Community Center Rules).
5. Loud, abusive, offensive or profane language will not be tolerated in the clubhouse/pool area.
6. Audio devices will be permitted only if used with headphones.

VILLAGES AT WELLINGTON COMMUNITY POOL REGULATIONS (continued)

7. Only authorized personnel are permitted in the clubhouse, equipment rooms or on the lifeguard stands.
8. **Food:** Food is allowed in the pool area, but patrons are responsible to clean-up any waste. Alcoholic beverages and glass containers, including baby bottles, are prohibited.
9. **Chewing gum is not permitted.**
10. **Pets are not permitted** inside the clubhouse/pool facility.
11. Refuse is to be placed in the trash containers.
12. **Smoking is not permitted** in the clubhouse/pool facility.
13. The Pool Manager and/or Lifeguards have the authority to rope off certain areas of the pool for specific purposes. (e.g., if there is a lap lane, swimmers who are not swimming laps must remain clear of the lap lane when it is in use.)
14. The Pool Manager and/or Lifeguards have the authority to prohibit games that may appear dangerous and/or are getting out of control.
15. It is unlawful to willfully destroy damage or remove Association property, including signs, chairs, etc. Deliberate damage to property will be charged to the responsible members and the pool pass of the offender may be revoked.
16. **Unauthorized use or entry into the pool area during non-operational hours or non-community sponsored functions is strictly forbidden. Trespassers will be prosecuted to the fullest extent of the law.**

HEALTH AND SAFETY

1. All swimmers must shower at the pool facility before entering the pool.
2. Facemasks and goggles must be made of an unbreakable material.
3. **Running, pushing, wrestling or causing undue disturbances within or about the pool facilities will not be permitted.**
4. Water will not be splashed on patrons outside the pool.
5. **Flotation devices that provide false security to non-swimmers, for example, "Water Wings", or other non-certified flotation devices are discouraged. Use of these devices is limited to minors under individual and immediate supervision. Pool Management, without notice, may withdraw this privilege.**
6. Inflatable balls are allowed in the main pool, when less than 25 patrons are in the pool. This rule is at the sole discretion of the lifeguard.
7. Water toys may be used in the pool only with the Pool Manager's/Lifeguard's permission.
8. Inner tubes and air mattresses are not allowed in the pool.
9. Spitting, spouting of water, blowing out of the nose, etc. into the pool and on the deck is prohibited.
10. **Individuals wearing bandages, or who have skin abrasions, colds, coughs, extremely inflamed eyes, open sores, infections, excessive sunburn, nasal or ear discharge will not be admitted to the pool.**
11. **Children who are not toilet trained must wear tight fitting disposable swim diapers made specifically for use in pools when using the pools. Use of standard disposable diapers, or cloth diapers and rubber pants, is strictly prohibited. Parents/members will be held responsible for the cost of closing the pool and cleaning if these rules are not adhered to.**
12. To prevent over fatigue, a **15-minute rest period for all children** will be observed every hour. During this time, children under the age of 16 will not be permitted in the pool
13. **When weather (electrical, thunderstorms or cold), health or safety conditions warrant, the pool will be cleared and may be closed at the discretion of the Pool Management Company. The following guidelines will be used in closing the pool: air temperature 65 degrees or below - pool and pool area are closed; lightning - pool and pool area are closed for one hour following last sighting; thunder - pool and pool area are closed for one-half hour after last heard sound; heavy rain showers - pool is closed until bottom of the pool is visible; fecal matter found in pool - pool**

and pool area closed for 8 hours; vomit - pool closed for two hours.

The Pool Manager and/or Lifeguards have been given the full authority to revoke pool privileges of individuals who violate the rules and regulations. The length of time, which the pool privilege is revoked, will be determined by the Board of Directors and/or the Community Center Committee on a case-by-case basis. The Board of Directors may change the pool regulations at any time.

INDEMNITY

It is hereby expressly understood and agreed by Owners, guests, invitees or anyone entering the pool for the Association (hereinafter referred to as "Admittee") that he/she shall be solely and absolutely responsible and liable for their own conduct. Admittee hereby expressly agrees to assume all responsibility for the pool use and expressly agrees to indemnify and hold harmless The Villages at Wellington Community Association, its employees, agents, successors, and assigns (collectively hereinafter referred to as the "Association") from any and all claims arising out of, occasioned by, or in any way connected with their use of the Pool or surrounding areas, as well as any and all claims for personal injury or property damage by any person or persons.

Admittee understands that there are inherent risks and dangers involved in the use of the Pool and surrounding areas and Admittee expressly agrees that anyone who utilizes the Pool or surrounding areas does so at his/her own risk. The Admittee agrees to indemnify and hold harmless the Association for any cost, including reasonable attorney's fees, incurred by the Association in defending any claim brought against the Association by the Admittee or any other person that is in attendance at the Pool or surrounding areas for any claim arising out of or relating to the Pool and surrounding areas. The Association may bring suit or file any insurance claim as a result of the use of the Pool or surrounding area, and, after appropriate Notice and a hearing for the Owner before the Association's Board of Directors, any fines issued or costs of reconstruction or repairs shall constitute a Rules violation, shall constitute a personal debt of the Owner, and shall be assessed to the Owner's Association account. Any attorney's fees and costs incurred as a result of a successful suit brought by the Association shall be paid by the Owner in the same manner as the fines and costs of repairs and shall be collectible in the same manner as any other assessment debt.

THE VILLAGES AT WELLINGTON COMMUNITY ASSOCIATION

Approved Tennis Court Rules & Regulations

1. The tennis courts are for the use of the Villages at Wellington Community Association members and their guests only. Use at your own risk.
2. A maximum of four persons per court at any one time.
3. Please be courteous and limit play to one hour when others are waiting.
4. Children under age nine must be accompanied by an adult.
5. Tennis shoes must be worn at all times when using these courts.
6. Smoking is prohibited in the tennis court area.
7. Glass containers and food are prohibited in the tennis court area.
8. Skateboarding and rollerblading are prohibited on the court.
9. Please put all trash in the receptacles provided or take it with you.
10. No pets permitted on the tennis courts at any time.
11. Tennis courts are available for use from dawn until dusk.
12. Keep the gate closed at all times.

INDEMNITY:

It is hereby expressly understood and agreed by Owners, guests, invitees or anyone entering the Tennis Courts for the Association (hereinafter referred to as "Admittee") that he/she shall be solely and absolutely responsible and liable for their own conduct. Admittee hereby expressly agrees to assume all responsibility for the Tennis Courts use and expressly agrees to indemnify and hold harmless The Villages at Wellington Community Association, its employees, agents, successors, and assigns (collectively hereinafter referred to as the "Association") from any and all claims arising out of, occasioned by, or in any way connected with their use of the Tennis Courts or surrounding areas, as well as any and all claims for personal injury or property damage by any person or persons.

Admittee understands that there are inherent risks and dangers involved in the use of the Tennis Courts and surrounding areas and Admittee expressly agrees that anyone who utilizes the Tennis Courts or surrounding areas does so at his/her own risk. The Admittee agrees to indemnify and hold harmless the Association for any cost, including reasonable attorney's fees, incurred by the Association in defending any claim brought against the Association by the Admittee or any other person that is in attendance at the Tennis Courts or surrounding areas for any claim arising out of or relating to the Tennis Courts and surrounding areas. The Association may bring suit or file any insurance claim as a result of the use of the Tennis Courts or surrounding area, and, after appropriate Notice and a hearing for the Owner before the Association's Board of Directors, any fines issued or costs of reconstruction or repairs shall constitute a Rules violation, shall constitute a personal debt of the Owner, and shall be assessed to the Owner's Association account. Any attorney's fees and costs incurred as a result of a successful suit brought by the Association shall be paid by the Owner in the same manner as the fines and costs of repairs and shall be collectible in the same manner as any other assessment debt.

Articles of Incorporation
The Villages at Wellington Community Association, Inc.

Order: WDXSXV28Z
Address: 7906 Aylesford Ln
Order Date: 10-20-2020
Document not for resale
HomeWiseDocs

THE VILLAGES AT WELLINGTON COMMUNITY ASSOCIATION, INC.
ARTICLES OF INCORPORATION

THIS IS TO CERTIFY:

FIRST: The undersigned, Nancy Haas, whose post office address is Suite 800, 250 West Pratt Street, Baltimore, Maryland 21201, being at least eighteen years of age, is hereby forming a non-stock corporation under and by virtue of the general laws of the State of Maryland.

SECOND: The name of the corporation (which is hereinafter called the "Corporation") is

THE VILLAGES AT WELLINGTON COMMUNITY ASSOCIATION, INC.

THIRD: The purpose for which the Corporation is formed are as follows:

To organize and operate a real estate management association to provide for the acquisition, construction, management, maintenance, care and preservation of the open spaces, common areas and facilities within those certain tracts of property described in paragraph (a) of this Article Third, and to promote the recreation, health, safety and welfare of the residents within said property, and any addition thereto as may hereafter be brought within the jurisdiction of this Corporation, no part of the net earnings of which is to inure to the benefit of, or be distributable to, any director, officer, or member of the Corporation, or any other individual, so that no pecuniary gain or profit to the members thereof is contemplated, and for such general purposes, and limited to those purposes, the Corporation shall have the following powers:

(a) To acquire, own, hold, preserve, develop, improve, build upon, manage, operate and maintain open space tracts or areas and common or recreational areas, property, facilities and real estate, whether fee simple or leasehold, and whether improved or unimproved, all designed for the common use, benefit, enjoyment, recreation, health, safety and welfare of the record owner or owners of each lot now or hereafter laid out or established within those parcels of land located in the City of Laurel, Prince George's County, Maryland, as more particularly described in that certain Declaration of Covenants, Conditions, and Restrictions (the "Declaration") made by Bear Branch Associates, LLC (the "Declarant"), and recorded or intended to be recorded among the Land Records of Prince George's County, Maryland, as same may hereafter from time to time be amended or extended to any additional properties, said Declaration, made a part hereof, by reference thereto, as fully, and to the same extent as though incorporated herein. The aforesaid lots, open spaces and common areas are hereinabove and hereinafter referred to as the "Property."

(b) To exercise all the powers, rights and privileges and to perform all the duties and obligations of the Corporation, as same are set forth in the Declaration.

(c) To establish, fix, make, impose, levy, collect and enforce payment of, by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Corporation, including all licenses, taxes or governmental charges levied or imposed against the property of the Corporation.

(d) To purchase, lease, option, or otherwise acquire, own, hold, preserve, develop, improve, build upon, manage, operate, maintain, convey, sell, exchange, rent, lease, dedicate for public use, or in any manner transfer or dispose of any real or personal property in connection with the affairs of the Corporation.

(e) To borrow or to raise money for any of the purposes of the Corporation, and to issue bonds, debentures, notes, or other obligations of any nature, and in any manner permitted by law, for money so borrowed or in payment for property purchased, or for any other lawful consideration, and, upon authorization of two thirds (2/3) of the votes of each class of the members of the Corporation, to secure the payment of the money borrowed and of the interest thereon, by mortgage upon, or pledge or conveyance or assignment in trust of, the whole or any part of the property of the Corporation.

(f) To dedicate, sell or otherwise transfer all or any part of the common areas, property and facilities of the Corporation to any public agency, authority or utility for such purpose and subject to such conditions as may be agreed upon by the members, provided, however, that no such dedication, sale or transfer shall be effective unless such dedication, sale or transfer shall be approved by two thirds (2/3) of the votes of each class of the members of the Corporation agreeing to such dedication, sale or transfer. Notwithstanding the foregoing, the Corporation, acting through its board of directors, or the Declarant, shall have the power, in accordance with the provisions of the Declaration, to grant licenses, rights-of-ways and easements for access to the Property and/or for the construction, maintenance, repair or replacement of any utility lines or appurtenances or roads, whether public or private, or for other public purposes, to any person or entity, without the consent of the members, provided such license, right-of-way or easement is consistent with the intended use of the Property by the Corporation and its members.

(g) To participate in mergers and consolidations with other nonprofit organizations, organized for the same purpose, provided that any such merger or consolidation shall have the assent of two thirds (2/3) of the votes of each class of the members of the Corporation.

(h) To annex to the Property, at any time, and from time to time, within a period of twenty (20) years from and after the date the Declaration is recorded, other and additional residential property, open spaces and common areas, upon the direction of the Declarant, its successors and assigns, without the consent of the Class A Members of the Corporation (as hereinafter defined), subject to and in accordance with the Declaration.

(i) To annex to the Property, at any time, and from time to time, other and additional property, open space and common areas, provided that any annexation of such other additional property, open spaces and common areas shall have the assent of two thirds (2/3) of the votes of each class of the members of the Corporation.

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

The Corporation is formed under the articles, conditions and provisions expressed herein and in the general

laws of this State. In no event, however, shall the Corporation carry on any activity not permitted to be carried on by a corporation exempt from Federal Income Tax under Section 501(c) or 528 of the Internal Revenue Code of 1986, as amended to date, or corresponding provision of any future United States Internal Revenue Law; or invest in or use any property in such a manner as to jeopardize the exemption of the Corporation from taxation under the aforesaid Section 501(c) or 528 of the Internal Revenue Code of 1986, as now in force or hereafter amended.

FOURTH: The post office address of the principal office of the Corporation in this State is c/o Koren Development Company, Inc., Suite 304, 8815 Centre Park Drive, Columbia, Maryland 21045. The name and post office address of the resident agent of the Corporation in this State are Steven S. Koren, c/o Koren Development Company, Inc., Suite 304, 8815 Centre Park Drive, Columbia, Maryland 21045. Said resident agent is a citizen of the State of Maryland and actually resides therein.

FIFTH: The Corporation is not authorized to issue any capital stock. Each member of the Corporation shall be a record owner, as hereinafter defined, of a lot now or hereafter laid out or established in the Property, or in any part of such additional property that may be brought within the jurisdiction of the Corporation. Each member shall be designated either a Class A Member or a Class B Member. A description of each class of membership, with the voting rights and powers of each class, is as follows:

(a) Class A Member: Except for the Declarant and any Builder (as such term is defined in the Declaration), which shall initially be Class B Members, a Class A Member shall be a record owner holding title to one or more lots laid out in the Property, or in any part of such additional property that may be brought within the jurisdiction of the Corporation. Each Class A Member shall be entitled to only one (1) vote per lot, for each such lot owned by such member, in all proceedings in which action shall be taken by members of the Corporation.

(b) Class B Member: The Class B Members shall be the Declarant and any Builder which is a record owner of any lot. The Class B Members shall be entitled to 1,635 votes (the equivalent of three (3) votes for each of the 545 proposed lots within the Property) in all proceedings in which action shall be taken by members of the Corporation, which total number of votes shall be reduced by three (3) votes for each lot conveyed to a Class A Member.

Notwithstanding anything herein to the contrary, any Builder shall be conclusively presumed, by its having accepted the conveyance from Declarant of the legal title to a lot:

(A) to have given the Declarant an irrevocable and exclusive proxy entitling the Declarant, at each meeting of the membership held while such Builder holds such title to a lot, to cast the votes in the Corporation's affairs which such Builder holds on each question which comes before such meeting;

(B) to have agreed with the Declarant that such proxy is given to and relied upon by the Declarant in connection with the Declarant's development, construction, marketing, sale and leasing of any or all of the Property and is coupled with an interest; and

(C) such proxy shall cease with respect to the votes appurtenant to a lot when a dwelling has been constructed on

such lot and legal title to such lot is conveyed to a person who intends to occupy such dwelling as a residence.

(c) Conversion: All Class B memberships shall be converted to Class A memberships upon the earliest to occur of (i) the date on which 409 lots have been conveyed to individual lot owners; (ii) twenty (20) years after the date the Declaration is recorded, or (iii) the date on which the Declarant elects to terminate all Class B memberships.

The term "record owner," as used in these Articles of Incorporation, means and includes the person, firm, corporation, trustee, or legal entity, or the combination thereof, holding the record title to a lot in the Property or located on any lot within such additional property as is brought within the jurisdiction of the Corporation and subjected by covenants of record to a lien for charges and assessments levied by the Corporation, as said lot is now or may from time to time hereafter be created or established, either in his, her, or its own name, or as joint tenants, tenants in common, tenants by the entirety, or tenancy in copartnership, if the lot is held in such real property tenancy or partnership relationship.

If more than one (1) person, firm, corporation, trustee, or other legal entity, or any combination thereof, holds the record title to any one lot, whether in a real property tenancy, partnership relationship, or otherwise, all of same, as a unit, and not otherwise, shall be deemed a single record owner and shall be or become a single member of the Corporation by virtue of ownership of such lot. The term "record owner", however, shall not include any contract-purchaser of a lot, nor the owner of any redeemable ground rent issuing out of any lot, nor shall it include any mortgagee, trustee or other grantee named in any mortgage, deed of trust or other security instrument covering any lot, designed solely for the purpose of securing performance of an obligation or payment of a debt. Membership in the Corporation shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the Corporation. Conversely, every record owner of a lot which is subject to assessment by the Corporation shall become and be a member of the Corporation.

If any single membership in the Corporation is comprised of two (2) or more persons, firms, corporations, trustees or other legal entities, or any combination thereof, then each constituent may cast such portion of the vote of the member as shall equal his, her or its proportionate interest in the lot or lots held by said member, provided, however, that if only one (1) votes, he, she or it may cast the entire vote of the member and such act shall bind all.

SIXTH: The affairs of the Association shall be managed initially by a board of three (3) directors, which number may be increased or decreased pursuant to the Bylaws of the Corporation, but shall never be less than three (3) nor more than seven (7); and the names of the directors who shall act until the first annual meeting or until their successors are duly chosen and qualified are C. Wayne Caples, Carol Sade and Steven S. Koren.

SEVENTH: The duration of the Corporation shall be perpetual. The Corporation, however, may be dissolved under and in accordance with the laws of the State of Maryland, provided such dissolution first be authorized by not less than two-thirds (2/3) of the votes of the members of the Corporation, or, if there be more than one class of members, then by not less than two thirds (2/3) of the votes of each class of members of the Corporation, computed separately. Upon any dissolution of the Corporation, after discharge of all corporate liabilities, the Board of

Directors shall dispose of all assets of the Corporation, by dedication thereof to any appropriate public agency to be used for purposes similar to those for which the Corporation was formed. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned, if practicable, to any nonprofit corporation, association, trust or other organization as shall at the time qualify as an organization or organizations exempt from taxation under Sections 501(c) or 528 of the Internal Revenue Code of 1986, as amended, or the corresponding provision of any future United States Internal Revenue Law, as the board of directors may determine, preferably to a semipublic agency, to be used in furthering, facilitating or effectuating purposes similar to those for which the Corporation was formed.

EIGHTH: Amendment of these Articles shall require the assent of a majority of the votes of the entire membership; provided, however, that the Federal Housing Administration, the Veterans' Administration, or any similar or successor agencies thereto, shall have the right to veto amendments while there is a Class B membership if any such agency or any similar or successor agencies thereto have approved the Property described herein, or any part thereof, or any lot therein, for federal mortgage loan financing; and provided further, that the Declarant and the Corporation shall each have the unilateral right, power and authority to modify, revise, amend or change any of the terms or provisions of these Articles of Incorporation if any such agency, or any similar or successor agencies thereto, shall require such amendment as a condition precedent to the approval by such agency for federal mortgage loan financing.

NINTH: As long as there is a Class B Member, if any of the Veterans' Administration, the Federal Housing Administration or any similar or successor agencies thereto, whether public or private, approve the Property or any part thereof or any lot therein for federal mortgage loan financing, the following actions will require the prior approval of any such agency: annexation of additional properties; mergers and consolidations; mortgaging of common area; dissolution; and amendment of these Articles.

TENTH: No present or former director or officer of the Corporation shall be liable to the Corporation or to its members for money damages except (a) to the extent it is proved that such director or officer actually received an improper benefit or profit in money, property or services, for the amount of the benefit or profit in money, property or services actually received, or (b) to the extent a judgment or other final adjudication adverse to such director or officer is entered in a proceeding based on a finding in the proceeding that such director's or officer's action, or failure to act, was (i) the result of active and deliberate dishonesty or (ii) intentionally wrongful, willful or malicious and, in each such case, was material to the cause of action adjudicated in the proceeding. In all other cases, the Corporation shall, to the maximum extent permitted by law, indemnify all members of the board of directors and all officers of the Corporation from and against any and all claims against them which may relate in any way to their status as officers or directors or to their actions or failure to act in such capacity. Neither the amendment nor repeal of this provision, nor the adoption or amendment of any other provision of these Articles, the Declaration or the By-Laws of the Corporation inconsistent with this provision, shall apply to or affect in any respect the applicability of the foregoing with respect to any act or failure to act which occurred prior to such amendment, repeal or adoption.

STATE OF MARYLAND

397153

STATE DEPARTMENT OF
ASSESSMENTS AND TAXATION

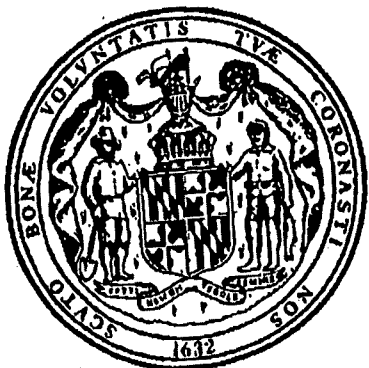
301 West Preston Street Baltimore, Maryland 21201

DATE: OCTOBER 19, 1995

THIS IS TO ADVISE YOU THAT THE ARTICLES OF INCORPORATION FOR
THE VILLAGES AT WELLINGTON COMMUNITY ASSOCIATION, INC.
WERE RECEIVED AND APPROVED FOR RECORD ON OCTOBER 19, 1995 AT 3:16 PM.

FEE PAID:

70.00



IRENE B WOZNY
CHARTER SPECIALIST

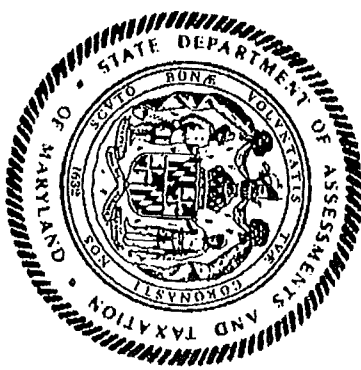
AT5-081

THE ARTICLES OF INCORPORATION
 OF
 THE VILLAGES AT WELLINGTON COMMUNITY
 ASSOCIATION, INC.

STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
 301 W. PRESTON ST., BALTIMORE, MARYLAND 21201 / PHONE (410) 225-1340

THIS IS NOT
 A BILL

YOUR ACCOUNT NUMBER WITH THIS OFFICE IS	94249090
ACKNOWLEDGEMENT NUMBER	05103097435



HAVE BEEN RECEIVED AND APPROVED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION THIS 13TH DAY OF OCTOBER, 1975, AT 3:16 P.M. AND WILL BE RECORDED.

EXPEDITED FEE	30.00
RECORDING FEE	20.00
ORGANIZATION AND CAPITALIZATION FEE	20.00
FEE PAID	AMOUNT

IF COPIES OR CERTIFICATION WERE ORDERED THEY WILL BE FORTHCOMING

TOTAL →

\$70.00

APPROVED FOR RECORD

10/8/98 at 3:27 P.M.

THE VILLAGES AT WELLINGTON COMMUNITY ASSOCIATION, INC.

10/08/98 AT 03:27 P.M.

ARTICLES OF AMENDMENT AND RESTATEMENT OF INCORPORATION OF THE VILLAGES AT WELLINGTON COMMUNITY ASSOCIATION, INC.

RECEIVED
FEB 8 1999
ASSESS & TAX

THIS IS TO CERTIFY:

FIRST: The Villages at Wellington Community Association, Inc., a Maryland non-stock corporation (the "Corporation"), desires to amend and restate its charter as currently in effect and as hereinafter amended, pursuant to and in accordance with the provisions of Article EIGHTH hereof, which grants to the Corporation the unilateral right, power and authority to modify, revise, amend or change any of the terms or provisions thereof if the Veterans Administration or the Federal Housing Administration or any similar or successor agency shall require such amendments as a condition precedent to the approval by any such agency of the property (as hereinafter defined) for federally approved mortgage loan financing:

SECOND: The members of the Corporation have no right to vote on this amendment and restatement of the charter of the Corporation, and, as such, this amendment and restatement has been adopted by the Association by unanimous written consent of the board of directors of the Corporation.

THIRD: The following provisions are all the provisions of the charter currently in effect and as hereinafter amended:

82828009

I. The name of the corporation (which is hereinafter called the "Corporation") is

THE VILLAGES AT WELLINGTON COMMUNITY ASSOCIATION, INC.

II. The purpose for which the Corporation is formed are as follows:

To organize and operate a real estate management association to provide for the acquisition, construction, management, maintenance, care and preservation of the open spaces, common areas and facilities within these certain tracts of property described in paragraph (a) of this Article II, and to promote the recreation, health, safety and welfare of the residents within said property, and any addition thereto as may hereafter be brought within the jurisdiction of this Corporation, no part of the net earnings of which is to inure to the benefit of, or be distributable to, any director, officer, or member of the Corporation, or any other individual, so that no pecuniary gain or profit to the members thereof is contemplated, and for such general purposes, and limited to those purposes, the Corporation shall have the following powers:

(a) To acquire, own, hold, preserve, develop, improve, build upon, manage, operate and maintain open space tracts or areas and common or recreational areas, property, facilities and real estate, whether fee simple or leasehold, and whether improved or unimproved, all designed for the common use, benefit, enjoyment, recreation, health, safety and welfare of the record owner or owners of each lot now or hereafter laid out or established within those parcels of land located in the City of Laurel, Prince George's County, Maryland, as more particularly described in that certain Declaration of Covenants, Conditions and Restrictions made by Bear Branch Associates, LLC (the "Declarant"), and recorded among the Land Records of Prince George's County, Maryland, in Liber 10447, folio 266, as supplemented by that certain First Supplemental Declaration to Declaration of Covenants, Conditions and Restrictions, recorded as aforesaid in Liber 11041, folio 214 and as further amended by

an Amendment to Declaration of Covenants, Conditions and Restrictions recorded or intended to be recorded as aforesaid, as same may hereafter from time to time be amended or extended to any additional properties (collectively, the "Declarations"), said Declaration, made a part hereof, by reference thereto, as fully, and to the same extent as though incorporated herein. The aforesaid lots, open spaces and common areas are hereinabove and hereinafter referred to as the "Property."

(b) To exercise all the powers, rights and privileges and to perform all the duties and obligations of the Corporation, as same are set forth in the Declaration.

(c) To establish, fix, make, impose, levy, collect and enforce payment of, by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Corporation, including all licenses, taxes or governmental charges levied or imposed against the property of the Corporation.

(d) To purchase, lease, option, or otherwise acquire, own, hold, preserve, develop, improve, build upon, manage, operate, maintain, convey, sell, exchange, rent, lease, dedicate for public use, or in any manner transfer or dispose of any real or personal property in connection with the affairs of the Corporation.

(e) To borrow or to raise money for any of the purposes of the Corporation, and to issue bonds, debentures, notes, or other obligations of any nature, and in any manner permitted by law, for money so borrowed or in payment for property purchased, or for any other lawful consideration; and, upon the approval of two thirds (2/3) of the number of votes of the members of the Corporation (excluding the Declarant and any Builder (as such term is defined in the Declaration)), to secure the payment of the money borrowed and of the interest thereon, by mortgage upon, or pledge or conveyance or assignment in trust of, the whole or any part of the property of the Corporation.

(f) To dedicate, sell or otherwise transfer all or any part of the common areas, property and facilities of the Corporation to any public agency, authority or utility for such purpose and subject to such conditions as may be agreed upon by the members, provided, however, that no such dedication, sale or transfer shall be effective unless such dedication sale or transfer shall be approved by two thirds (2/3) of the number of votes of the members of the Corporation (excluding the Declarant and any Builder) agreeing to such dedication, sale or transfer. Notwithstanding the foregoing, the Corporation, acting through its board of directors, or the Declarant, shall have the power, in accordance with the provisions of the Declaration, to grant licenses, rights-of-ways and easements for access to the Property and/or for the construction, maintenance, repair or replacement of any utility lines or appurtenances or roads, whether public or private, or for other public purposes, to any person or entity, without the consent of the members, provided such license, right-of-way or easement is consistent with the intended use of the Property by the Corporation and its members.

(g) To participate in mergers and consolidations with other nonprofit organizations, organized for the same purpose, provided that any such merger or consolidation shall have the assent of two thirds (2/3) of the number of votes of each class of the members of the Corporation.

(h) To annex to the Property, at any time, and from time to time, within a period of twenty (20) years from and after the date the Declaration is recorded, other and additional residential property, open spaces and common areas, upon the direction of the Declarant, its successors and assigns, without the consent of the Class A Members of the Corporation (as hereinafter defined), subject to and in accordance with the Declaration.

(i) To annex to the Property, at any time, and from time to time, other and additional property, open space and common areas, provided that any annexation of such other additional property, open spaces and common areas shall have the assent of two thirds (2/3) of the votes of each class of the members of the Corporation.

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

The Corporation is formed under the articles, conditions and provisions expressed herein and in the general laws of this State. In no event, however, shall the Corporation carry on any activity not permitted to be carried on by a corporation exempt from Federal Income Tax under Section 501(c) or 528 of the Internal Revenue Code of 1986, as amended to date, or corresponding provision of any future United States Internal Revenue Law; or invest in or use any property in such a manner as to jeopardize the exemption of the Corporation from taxation under the aforesaid Section 501(c) or 528 of the Internal Revenue Code of 1986, as now in force or hereafter amended.

III. The post office address of the principal office of the Corporation in this State is c/o Koren Development Company, Inc., Suite 104, 8815 Centre Park Drive, Columbia, Maryland 21045. The name and post office address of the resident agent of the Corporation in this State are Steven S. Koren, c/o Koren Development Company, Inc., Suite 104, 8815 Centre Park Drive, Columbia, Maryland 21045. Said resident agent is a citizen of the State of Maryland and actually resides therein.

IV. The Corporation is not authorized to issue any capital stock. Each member of the Corporation shall be a record owner, as hereinafter defined, of a lot now or hereafter laid out or established in the Property, or in any part of such additional property that may be brought within the jurisdiction of the Corporation. Each member shall be designated either a Class A Member or a Class B Member. A description of each class of membership, with the voting rights and powers of each class, is as follows:

(a) Class A Member: Except for the Declarant and any Builder, which shall initially be Class B Members, a Class A Member shall be a record owner holding title to one or more lots laid out in the Property, or in any part of such additional property that may be brought within the jurisdiction of the Corporation. Each Class A Member shall be entitled to only one (1) vote per lot, for each such lot owned by such member, in all proceedings in which action shall be taken by members of the Corporation.

(b) Class B Member: The Class B Members shall be the Declarant and any Builder which is a record owner of any lot. The Class B Members shall be entitled to 1,635 votes (the equivalent of three (3) votes for each of the 545 proposed lots within the Property) in all proceedings in which action shall be

taken by members of the Corporation, which total number of votes shall be reduced by three (3) votes for each lot conveyed to a class A Member.

Notwithstanding anything herein to the contrary, any Builder shall be conclusively presumed, by its having accepted the conveyance from Declarant of the legal title to a lot:

(A) to have given the Declarant an irrevocable and exclusive proxy entitling the Declarant, at each meeting of the membership held while such Builder holds such title to a lot, to cast the votes in the Corporation's affairs which such Builder holds on each question which comes before such meeting;

(B) to have agreed with the Declarant that such proxy is given to and relied upon by the Declarant in connection with the Declarant's development, construction, marketing, sale and leasing of any or all of the Property and is coupled with an interest; and

(C) such proxy shall cease with respect to the votes appurtenant to a lot when a dwelling has been constructed on such lot and legal title to such lot is conveyed to a person who intends to occupy such dwelling as a residence.

(c) Conversion: All Class B memberships shall be converted to Class A memberships upon the earlier to occur of (i) the date on which 409 lots have been conveyed to individual lot owners; or (ii) twenty (20) years after the date the Declaration is recorded.

The term "record owner," as used in these Articles of Incorporation, means and includes the person, firm, corporation, trustee, or legal entity, or the combination thereof, holding the record title to a lot in the Property or located on any lot within such additional property as is brought within the jurisdiction of the Corporation and subjected by covenants of record to a lien for charges and assessments levied by the Corporation, as said lot is now or may from time to time hereafter be created or established, either in his, her, or its own name, or as joint tenants, tenants in common, tenants by the entirety, or tenancy in copartnership, if the lot is held in such real property tenancy or partnership relationship.

If more than one (1) person, firm, corporation, trustee, or other legal entity, or any combination thereof, holds the record title to any one lot, whether in a real property tenancy, partnership relationship, or otherwise, all of same, as a unit, and not otherwise, shall be deemed a single record owner and shall be or become a single member of the Corporation by virtue of ownership of such lot. The term "record owner", however, shall not include any contract-purchaser of a lot, nor the owner of any redeemable ground rent issuing out of any lot, nor shall it include any mortgagee, trustee or other grantee named in any mortgage, deed of trust or other security instrument covering any lot, designed solely for the purpose of securing performance of an obligation or payment of a debt. Membership in the Corporation shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the Corporation. Conversely, every record owner of a lot which is subject to assessment by the Corporation shall become and be a member of the Corporation.

If any single membership in the Corporation is comprised of two (2) or more persons, firms, corporations, trustees or other legal entities, or any combination thereof, then each constituent may cast such portion of the vote of the member as shall equal his, her or its proportionate interest in the lot or lots held by said

member, provided, however, that if only one (1) votes, he, she or it may cast the entire vote of the member and such act shall bind all.

V. The affairs of the Association shall be managed initially by a board of three (3) directors, which number may be increased or decreased pursuant to the Bylaws of the Corporation, but shall never be less than three (3) nor more than seven (7); and the names of the directors who shall act until the first annual meeting or until their successors are duly chosen and qualified are C. Wayne Caples, Carol Sade and Steven S. Koren.

VI. The duration of the Corporation shall be perpetual. The Corporation, however, may be dissolved under and in accordance with the laws of the State of Maryland, provided such dissolution first be authorized by not less than two-thirds (2/3) of the number of votes of the members of the Corporation; or, if there be more than one class of members, then by not less than two thirds (2/3) of the number of votes of each class of members of the Corporation, computed separately. Upon any dissolution of the Corporation, after discharge of all corporate liabilities, the Board of Directors shall dispose of all assets of the Corporation, by dedication thereof to any appropriate public agency to be used for purposes similar to those for which the Corporation was formed. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned, if practicable, to any nonprofit corporation, association, trust or other organization as shall at the time qualify as an organization or organizations exempt from taxation under Sections 501(c) or 528 of the Internal Revenue Code of 1986, as amended, or the corresponding provision of any future United States Internal Revenue Law, as the board of directors may determine, preferably to a semipublic agency, to be used in furthering, facilitating or effectuating purposes similar to those for which the Corporation was formed.

VII. Amendment of these Articles shall require the assent of two thirds (2/3) of the number of votes of the members; provided, however, that the Federal Housing Administration, the Veterans' Administration, or any similar or successor agencies thereto, shall have the right to veto amendments while there is a Class B membership if any such agency or any similar or successor agencies thereto have approved the Property described herein, or any part thereof, or any lot therein, for federal mortgage loan financing; and provided further, that the Declarant and the Corporation shall each have the unilateral right, power and authority to modify, revise, amend or change any of the terms or provisions of these Articles of Incorporation if any such agency, or any similar or successor agencies thereto, shall require such amendment as a condition precedent to the approval by such agency for federal mortgage loan financing.

VIII. As long as there is a Class B Member, if any of the Veterans' Administration, the Federal Housing Administration or any similar or successor agencies thereto, whether public or private, approve the Property or any part thereof or any lot therein for federal mortgage loan financing, the following actions will require the prior approval of any such agency: annexation of additional properties; mergers and consolidations; mortgaging of common area; dissolution; and amendment of these Articles.

IX. No present or former director or officer of the Corporation shall be liable to the Corporation or to its members for money damages except (a) to the extent it is proved that such director or officer actually received an improper benefit or profit in money, property or services, for the amount of the benefit or profit in money, property or services actually received, or (b) to the extent a judgment or other final adjudication adverse to such

director or officer is entered in a proceeding based on a finding in the proceeding that such director's or officer's action, or failure to act, was (i) the result of active and deliberate dishonesty or (ii) intentionally wrongful, willful or malicious and, in each such case, was material to the cause of action adjudicated in the proceeding. In all other cases, the Corporation shall, to the maximum extent permitted by law, indemnify all members of the board of directors and all officers of the Corporation from and against any and all claims against them which may relate in any way to their status as officers or directors or to their actions or failure to act in such capacity. Neither the amendment nor repeal of this provision, nor the adoption or amendment of any other provision of these Articles, the Declaration or the By-Laws of the Corporation inconsistent with this provision, shall apply to or affect in any respect the applicability of the foregoing with respect to any act or failure to act which occurred prior to such amendment, repeal or adoption.

FOURTH: The amendment to and restatement of the charter of the Corporation as hereinabove set forth has been duly advised by the board of directors and approved by the unanimous written consent of the entire board of directors pursuant to and in accordance with Section 2-408 of the Corporations and Associations Article of the Annotated Code of Maryland, there being no voting members of the Corporation other than the directors for purposes of such amendment and restatement, as required by law.

FIFTH: The current address of the principal office of the Corporation is as set forth in Article III of the foregoing amendment and restatement of the charter.


SIXTH: The name and address of the Corporation's current resident agent is as set forth in Article III of the foregoing amendment and restatement of the charter.

SEVENTH: The number of directors of the Corporation and the names of those currently in office are as set forth in Article Sixth of the foregoing amendment and restatement of the charter.


EIGHTH: The undersigned President acknowledges these Articles of Amendment and Restatement to be the corporate act of the Corporation and as to all matters or facts required to be verified under oath, the undersigned President acknowledges that to the best of his knowledge, information and belief, these matters and facts are true in all material respects and that this statement is made under the penalties for perjury.

IN WITNESS WHEREOF, the corporation has caused these Articles to be signed in its name and on its behalf by its President and attested to by its Secretary on this 30th day of September, 1998.

ATTEST:


David Vannoy
Secretary/Treasurer

THE VILLAGES AT WELLINGTON COMMUNITY
ASSOCIATION, INC.

By:  (SEAL)
Steven S. Koren
President

Audited Financials
The Villages at Wellington Community Association, Inc.

Order: WDXSXV28Z
Address: 7906 Aylesford Ln
Order Date: 10-20-2020
Document not for resale
HomeWiseDocs

This document is currently either not available or not applicable for this association.

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Budget

The Villages at Wellington Community Association, Inc.

Order: WDXSXV28Z
Address: 7906 Aylesford Ln
Order Date: 10-20-2020
Document not for resale
HomeWiseDocs

The Villages at Wellington Community Association 2020 Approved Budget			Approved
2020 ASSESSMENTS			NO INCREASE
647 x \$127.60 x 4 = \$276,970.00			
		YTD- ACTUAL- 9.30.19	
INCOME DETAILS		2019 Budget	2020 Budget
Assessments Billed	\$276,970.00	\$209,227.50	\$276,970.00
Late Fee Income	\$3,000.00	\$4,050.00	\$4,000.00
Legal Fees Reimbursement	\$17,000.00	\$17,353.50	\$17,000.00
Owner Interest Income	\$2,000.00	\$2,068.30	\$2,000.00
Clubhouse Usage Fee	\$8,000.00	\$7,225.00	\$8,000.00
Reserve Account Interest	\$6,750.00	\$9,343.52	\$6,750.00
Prior Years Net Income	\$3,596.00	\$0.00	\$0.00
Total Income:	\$319,316.00	\$249,267.82	\$316,720.00
EXPENSE DETAILS			
Management Fees	\$80,999.00	\$60,749.28	\$80,400.00
Audit & Tax Filing	\$2,200.00	\$125.00	\$2,200.00
Attorneys Fees	\$23,000.00	\$17,060.50	\$19,125.00
Insurance Policies	\$11,912.00	\$11,619.27	\$11,000.00
Federal & State Taxes	\$550.00	\$1,560.00	\$1,700.00
Personal Property Tax	\$300.00	\$0.00	\$300.00
Clean Water Act Fee	\$1,100.00	\$1,050.67	\$1,100.00
Uncollectible Debt	\$4,000.00	\$1,814.44	\$3,000.00
Social Events	\$12,000.00	\$0.00	\$6,500.00
Administrative Expenses	\$10,300.00	\$8,318.54	\$10,500.00
Comweb website			\$1,625.00
Reserve Contribution	\$30,000.00		\$30,000.00
Reserve interest Contribution	\$6,750.00		\$6,750.00
Total Administration	\$183,111.00	\$102,297.70	\$174,200.00
Pool & Community Center			
Pool Management	\$37,600.00	\$33,960.00	\$42,700.00
Pool Pass supplies & Mailings	\$210.00	\$10.26	\$100.00
Pool Telephone	\$650.00	\$384.75	\$650.00
Security Telephone	\$1,600.00	\$1,004.48	\$1,600.00
Security System Monitoring	\$1,000.00	\$1,379.43	\$1,200.00
Fire Sprinkler System Test	\$900.00	\$1,395.00	\$1,000.00
Electricity - Pool/Community Ctr	\$8,250.00	\$4,771.82	\$8,250.00
Water & Sewer	\$4,000.00	\$3,328.23	\$4,000.00
Janitorial	\$3,636.00	\$3,027.00	\$3,636.00
Trash Removal	\$850.00	\$840.00	\$850.00
Pool/Comm. Ctr Maint. Supplies	\$1,250.00	\$302.28	\$1,250.00
Tennis Court Supplies/Repairs	\$250.00	\$0.00	\$250.00
Comm. Ctr/Pool Improvements	\$2,000.00	\$257.74	\$2,000.00
Pool Repairs	\$5,000.00	\$0.00	\$4,000.00
General Maintenance	\$4,000.00	\$2,152.64	\$4,000.00
Rental Inspection Services	\$1,750.00	\$1,425.00	\$1,800.00
Pool Furniture	\$1,750.00	\$0.00	\$1,000.00
HVAC Maintenance	\$1,000.00	\$596.00	\$1,000.00
Total Pool/Community Ctr	\$75,686.00	\$54,834.63	\$79,286.00
Common Areas			
Grounds Maintenance Contract	\$32,930.00	\$24,697.53	\$32,930.00
Electricity - Sign Lights	\$2,000.00	\$2,372.00	\$2,800.00
Landscape - Tree Maintenance	\$10,415.00	\$5,930.00	\$9,000.00
Miscellaneous Maintenance	\$2,100.00	\$757.98	\$2,000.00
Extermination	\$450.00	\$0.00	\$450.00
Snow Removal	\$12,614.00	\$8,807.50	\$12,000.00
Community Entrance Improvement			\$4,054.00
Total Common Areas	\$60,509.00	\$40,666.01	\$63,234.00
TOTAL EXPENSE	\$319,316.00	\$197,697.34	\$316,720.00
SUMMARY			
Total Income	\$319,316.00	\$249,267.82	\$316,720.00
Total expenses	\$319,316.00	\$197,697.34	\$316,720.00
Income less expenses:	\$0.00	-\$51,570.48	\$0.00


 Approved

12-12-19
 Date

Bylaws
The Villages at Wellington Community Association, Inc.

Order: WDXSXV28Z
Address: 7906 Aylesford Ln
Order Date: 10-20-2020
Document not for resale
HomeWiseDocs

BY-LAWS

OF

THE VILLAGES AT WELLINGTON COMMUNITY ASSOCIATION, INC.

ARTICLE I
NAME

The name of the corporation is THE VILLAGES AT WELLINGTON COMMUNITY ASSOCIATION, INC., hereinafter referred to as the "Association".

ARTICLE II
DEFINITIONS

Section 1. Declaration. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions, and Restrictions applicable to the Property dated October 24, 1995, executed by Bear Branch Associates, LLC, as the "Declarant," and recorded among the Land Records of Prince George's County, Maryland, in Liber No. 0447, folio 266, as same may hereafter from time to time be amended or supplemented.

Section 2. Capitalized Terms. Each capitalized term used herein and not otherwise defined herein shall have the meaning ascribed thereto in the Declaration.

ARTICLE III
MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the Members shall be held within one (1) year from the date of incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held annually thereafter at such place within Prince George's County, Maryland, or such other location within the State of Maryland, as may be designated by a majority of the votes of the Members, the board of directors of the Association (the "Board of Directors" or the "Board") or the manager of the Association, at 8:00 p.m. on the first Thursday of December of each year (or on such other date, or at such other time, as may be fixed by such majority, the Board of Directors or manager), for the election of directors and for the transaction of general business.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the president, by the Board of Directors, by the Declarant, or upon the written request of Members holding at least one-fourth (1/4) of the votes held by all Class A Members.

Section 3. Notice of Meetings. At least fifteen (15), but not more than sixty (60), days' written or printed notice of every annual meeting and every special meeting of the Association shall be given by the Board of Directors or the manager to each Owner whose name appears as such upon the roster or books of the Association on the date such notice is distributed. Notice of an annual or special meeting shall state the place, day and hour of such meeting, and, in the case of a special meeting, shall also state the business proposed to be transacted at the meeting. Such notice shall be given to each Member either by delivering the same to such Member or by mailing it postage prepaid and addressed to such Member at its address as it appears upon the roster or books of the Association. No notice of the time, place or purpose of any meeting of Members need be given to any Member who attends in person, or by proxy, or who, in writing, executed and filed with the records of the meeting, either before or after the holding of the meeting, waives such notice. The record date for determining the Members entitled to vote at any meeting of

the Members shall be the date established in this Section 3 for determining the Members entitled to notice of the meeting.

Section 4. 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 legal title to its Lot (other than as security for a loan).

Section 5. Quorum. At any annual or special meeting of the Members, the presence, in person or by proxy, of Members holding at least twenty-five percent (25%) of the votes in the Association shall constitute a quorum for any action, unless a greater number or percentage of votes is required by the articles of incorporation of the Association (the "Articles of Incorporation"), by the Declaration, by another provision of these By-Laws, or by statute. If, however, such quorum shall not be present or represented at any meeting, another meeting may be called, with notice as set forth above being sent to all Members not less than five (5) days nor more than thirty (30) days in advance of the meeting, and the Members present at such meeting in person or by proxy shall constitute the requisite quorum.

Section 6. Voting. A majority of the votes cast (the votes cast by all classes of members being combined) at a meeting of Members duly called and at which a quorum is present shall be sufficient to approve any matter which may properly come before the meeting, unless (1) a greater number or percentage of votes, and/or (2) the separate computation of the votes of each class, is required by the Articles of Incorporation, by the Declaration, or by another provision of these By-Laws, or by statute.

Section 7. Action Taken Without a Meeting. The Members shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Members. Any action so approved shall have the same effect as though taken at a meeting of the Members.

ARTICLE IV BOARD OF DIRECTORS; SELECTION. TERM OF OFFICE

Section 1. Number and Qualification. Subject to the right of the Board of Directors to employ a manager, as provided in Article VII of these By-Laws, the affairs of the Association shall be managed by a Board of Directors. So long as there are one or more Class B Members, any person may serve as a director. After all Class B memberships have ceased, each director shall be (a) a Member, either in its own name, or as a joint tenant, tenant in common, tenant by the entirety, or copartner, if its Lot is held in a real property tenancy or partnership relationship, or (b) the spouse of a Member, or (c) an officer or agent of a corporate Member. For each membership, there shall be no limit as to the number of joint tenants, tenants in common or tenants by the entirety, copartners, officers or agents of the Member who may serve as directors at the same time. The Board shall consist initially of three (3) directors, which number may be increased or decreased by a vote of a majority of the Board of Directors or by the Members at any annual meeting, but shall never be less than three (3) nor more than seven (7). At the first annual meeting following the termination of the Class B membership, the number of directors shall be increased to seven (7) without the necessity of a vote of the Members, and the Members shall elect one (1) director from each of the seven (7) sections comprising the Property, or if there are less than seven (7) sections, one (1) director from each of the sections, and the balance of the directors may be chosen from any section. Any

increase in the number of directors shall be filled by the Members at the annual meeting at (or, if increased by the Board, following) which such increase in the number of directors is adopted.

Section 2. Term. The directors appointed by the Declarant shall, unless they should die, resign or be removed by the Declarant, serve successive one (1) year terms until the first annual meeting of the Members following the termination of the Class B membership. At the first annual meeting of the Members following the termination of the Class B membership, the Members shall elect four (4) directors for a term of one (1) year and three (3) directors for a term of two (2) years. At the expiration of the initial term (not including any term of office commencing prior to the annual meeting of the Members held as aforesaid) and any subsequent term of office of each director, its successor shall be elected by the Members at an annual meeting to serve for a term of two (2) years. Each director elected as provided in this Section 2 may, if reelected, succeed itself, and shall hold office until its successor shall be elected and qualified, or until such director shall die, resign, cease to qualify, or be removed.

Section 3. Vacancies. If any director shall die or resign, or shall cease to qualify for directorship under Section 1 of this Article IV, or if the Members of the Association shall remove any director without appointing another in its place, a majority of the remaining directors, although such majority is less than a quorum, may elect a successor (the "replacement director") to hold office until the next succeeding annual meeting of the Association, and until the replacement director's successor shall be elected and qualified, or until the replacement director shall die, resign, cease to qualify, or be removed. Vacancies in the Board of Directors created by an increase in the number of directors may be filled by the Declarant prior to the termination of the Class B membership, and thereafter, by the vote of a majority of the votes of the Members of the Association present and voting at an annual meeting of the Association, and (except for Directors appointed by the Declarant which shall be governed by the provisions of Section 2) the director so elected to fill any such vacancy shall hold office until the second (2nd) succeeding annual meeting of the Association, and until its successor shall be elected and qualified, or until such director shall die, resign, cease to qualify, or be removed.

Section 4. Removal. At any annual meeting of the Members of the Association, or at any special meeting of the Members of the Association called for that purpose, any director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association present and voting, and another may be appointed in the place of the person so removed to serve for the remainder of such director's term. Removal of any director under the provisions of this Section shall, ipso facto, terminate the right of such director to hold any executive office of the Association.

Section 5. Compensation. No director shall receive compensation for any service rendered to the Association. However, any director may be reimbursed for its actual expenses incurred in the performance of its duties.

ARTICLE V NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nominating Committee. The Board of Directors may appoint a nominating committee, comprised of three (3) Members, one of whom shall be a director whose term does not

then expire, if any, who shall act as chair. If such committee is so appointed, the Board shall promptly notify the secretary of the Association, in writing, of the names of the committee members. The nominating committee shall be appointed at least sixty (60) days prior to the annual meeting and shall serve until the close of the annual meeting or until their successors are appointed and qualified. The nominating committee shall, at least thirty (30) days prior to the annual meeting of the Association, nominate not less than such number of candidates for membership on the Board as may be required to be filled through election at such annual meeting and submit its nominations to the secretary of the Association. The decision of a majority of the members of the nominating committee shall be reported as the decision of the nominating committee.

Section 2. Other Nominations. In addition to the nominations, if any, made by the nominating committee for membership on the Board of Directors, as aforesaid, nominations may be made by any Member at or prior to any annual meeting of the Association. Each nomination made prior to the annual meeting shall be submitted in writing to the secretary of the Association.

Section 3. 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. Cumulative voting is not permitted. The persons receiving the largest number of votes shall be elected.

ARTICLE VI MEETINGS OF DIRECTORS

Section 1. Regular and Special Meetings. Within seven (7) days after each annual meeting of the Members, the Board of Directors shall meet at such time and place as shall be fixed by the Members at said annual meeting, in which case no notice to the directors shall be necessary, or if no time and place was fixed for such meeting at the annual meeting of the Members, then the Board shall meet within seven (7) days following the day of such annual meeting, at such time, date and place as may be fixed by a majority of the directors. In addition to the foregoing meeting, regular meetings of the Board of Directors shall be held at such other date, time and place as may be fixed from time to time by a majority of the directors. Special meetings of the Board of Directors may be called by the president of the Association or by a majority of the directors, either by vote or in writing. Notice of the place, day and hour of every regular and special meeting shall be given to each director (a) in writing, either mailed to each director, postage prepaid, not later than the fifth (5th) day before the day set for the meeting, or (b) delivered personally not later than the day before the date set for the meeting, or (c) by telecopy or telephone not later than the day before the date set for the meeting. No notice of the time or place of the meeting need be given to any director who, in writing, executed and filed with the records of the meeting, either before or after the holding of the meeting, waives such notice, or, in fact, attends the meeting.

Section 2. Quorum. A majority of the members of the Board 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. Telephone Meetings. Unless a Board meeting is required by state law to be open to all Members of the Association, Members of the Board may participate in the meeting by means of a conference telephone or similar communications equipment, if all persons participating in the meeting can hear each other at the same time. Participation in a meeting by these means shall constitute presence in person at the meeting.

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

ARTICLE VII
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. In addition to the powers enumerated in the Declaration or in the Articles of Incorporation, and without limiting the generality thereof, but subject to and in accordance with the provisions of the Articles of Incorporation and the Declaration, the Board of Directors shall have the power to:

(a) Adopt and publish rules and regulations governing the use of the Common Area, and the conduct of the Members and their guests thereon, and establish reasonable penalties for the infraction thereof and of the Declaration, including the imposition of monetary fines, by majority vote of the Board, after notice and a hearing. Prior to reaching a decision to impose any penalty provided herein for breach of any provisions hereof, of any rules enacted hereunder or any covenants, conditions or restrictions contained in the Declaration, the Board shall send written notice to the Owner specifying the nature of the infraction and shall provide an opportunity to the Owner for a hearing before the Board regarding such infraction and the penalty to be imposed. Said notice shall be given at least fifteen (15) days prior to said hearing. If the Board determines that said infraction has occurred, it may impose a penalty to become effective not less than five (5) days after said hearing. Any such determination of the Board shall be final. Notwithstanding anything to the contrary herein contained, neither the Board nor the Association shall have the power to cause a forfeiture or abridgement of an Owner's right to the full use of its Lot, including access thereto over and across the Common Area, except when such loss or forfeiture is the result of a judgment of a court or a decision arising out of arbitration, or on account of a foreclosure sale for failure of the Owner to pay an assessment.

(b) Suspend the voting rights of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Voting rights may also be suspended, after notice and hearing, for a period not to exceed sixty (60) days, for infraction of published rules and regulations or a violation of the Declaration or any published architectural guidelines.

(c) Exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation or the Declaration.

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

(e) Employ a manager, an independent contractor, and/or such other employees as it deems necessary, and prescribe their duties.

(f) Enforce the provisions of the Declaration, the Articles of Incorporation and these By-Laws by appropriate means, including, without limitation, the expenditure of funds of the Association, the employment of legal counsel, the commencement of legal and/or equitable actions and the settlement of same. Each Member and Owner hereby vests in and irrevocably delegates to the Board or its duly authorized representative, the right and power to so act. If legal counsel is retained or legal action is instituted by the Board, any settlement prior to judgment or any judgment rendered in any such action shall include costs of collection, court costs, and reasonable attorneys' fees.

(g) Grant and convey easements, licenses for use and rights-of-way, to any third party where necessary in, on, over and through the Common Area for the benefit of the Owners.

(h) To the extent permitted by law, to participate in mergers and consolidations with other nonprofit corporations organized for the same purposes as the Association.

(i) Dedicate in fee simple or in any lesser state or grant easements over any of its real property to any governmental body or agency, public authority, private or public utility company, or other service companies, for public use or in connection with providing services to the Property.

(j) Delegate its powers under the Declaration, these By-Laws or the Articles of Incorporation to committees, officers, or employees.

(k) In accordance with the provisions of the Declaration, enter upon any Lot or Common Area for the purpose of enforcing any of the provisions of the Declaration, or for the purpose of maintaining the Common Area, including, but not limited to, any recreational facilities, or for the purpose of maintaining any slopes located on any Lots.

(l) Acquire and hold real property by lease or purchase for offices or other Common Area that may be necessary or convenient for the management of the Common Area, the administration of the affairs of the Association or for the benefit of the Members and Owners.

(m) Acquire and hold, as trustee for the benefit of its Members, tangible and intangible personal property and to dispose of the same by sale or otherwise.

(n) Establish and maintain a working capital and reserve funds in amounts to be determined by the Board.

(o) Borrow money as needed for the administration of the Association and its functions, and to pledge personal and real property assets of the Association as security for such loan, as provided in the Articles of Incorporation.

Section 2. Duties. In addition to the duties enumerated in the Declaration, or in the Articles of Incorporation, 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 any Class B Member or by one-fourth (1/4) of all Class A Members entitled to vote.

- (b) Supervise all officers, agents and employees of the Association, and see that their duties are properly performed.
- (c) Determine, notify the Owners of, collect and enforce annual and special assessments as provided in Article X of the Declaration.
- (d) Issue, or to cause an appropriate officer to issue, upon demand in writing for the benefit of a specific person named therein, a certificate setting forth whether or not any assessment has been paid, as provided in Article IX of the Declaration.
- (e) Procure and maintain liability and hazard insurance on property owned by the Association as provided in the Declaration and in Article XII hereof.
- (f) Cause all officers or employees having fiscal responsibilities to be bonded as it may deem appropriate.
- (g) Cause the Common Area, including any recreational facilities, to be maintained, repaired, replaced and landscaped, as needed.
- (h) Establish and cause to be maintained, out of annual assessments, a working capital and reasonable reserve funds for the periodic maintenance, repair and replacement of improvements, if any, in and on the Common Area.
- (i) Accept any Common Area and improvements situated thereon, including the recreational facilities, conveyed by the Declarant, and maintain, operate, and otherwise manage all of the facilities situated on the Common Area, and all personal property acquired by the Association.
- (j) Pay any real and personal property taxes and assessments and other charges assessed against the Common Area unless the same are separately assessed to the Owners.
- (k) Obtain utility services necessary or desirable, for the benefit of the Common Area, including, but not limited to, water, gas, electricity, telephones, refuse collection, sewage disposal and other services.
- (l) Adopt, amend, and repeal such rules and regulations as it deems reasonable. A copy of the rules, as they may from time to time be adopted, amended or repealed, shall be delivered to each Owner in the same manner established in the Declaration for the delivering of notices. Upon such delivery, said rules shall have the same force and effect as if they were set forth in and were part of the Declaration. The rules as adopted, amended or repealed, shall be available at the principal office of the Association to each Owner and Mortgagee upon request or at such other place as may be designated by the Board. In the event of any conflict between any such rules and any other provisions of the Declaration, the Articles of Incorporation or these By-Laws, the provisions of the rules shall be deemed to be superseded by the provisions of the Declaration, the Articles of Incorporation or the By-Laws to the extent of any such inconsistency.
- (m) Pay any amount necessary to discharge any lien or encumbrance upon the Common Area, or any other property or interest of the Association.

ARTICLE VIII
OFFICERS AND THEIR DUTIES

Section 1. Executive Officers. The executive officers of the Association shall be a president, two (2) vice presidents, a secretary, and a treasurer, or, if there are less than four (4) members of the Board of Directors, then the positions of secretary and treasurer may be combined, instead of a secretary and a treasurer, each of whom shall be a member of the Board of Directors, and such other officers as the Board from time to time considers necessary for the proper conduct of the affairs of the Association.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors, and thereafter the executive officers shall be elected every year by the Board of Directors at its first meeting following the annual meeting of the Members of the Association.

Section 3. Term. Each such officer shall hold office for a term of one (1) year, and thereafter, until its successor is elected and qualified, or until such officer's death, disqualification, resignation or removal.

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

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of 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 replaced.

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

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

(a) President. The president shall preside at all meetings of the Members and of the Board of Directors; shall see that orders and resolutions of the Board are carried out; and shall sign deeds, deeds of trust, mortgages, leases and other written instruments to the extent required by Section 9 of this Article VIII.

(b) Vice President. The vice presidents shall act in the place and stead of the president in the event of the president's absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required by the Board. The vice presidents shall also have the authority to sign deeds, deeds of trust, mortgages, leases and other written instruments to the extent required by Section 9 of this Article VIII.

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

(d) Treasurer. The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign checks and promissory notes of the Association; keep proper books of account; cause an annual review of the Association books to be made by an independent accountant at the completion of each fiscal year, if an outside review is required pursuant to Article X hereof, or by an authorized officer or agent of the Association who certifies that the annual statement was prepared without audit from the books and records of the Association; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members.

Section 9. Contracts, Agreements and Other Instruments. No deed, deed of trust, mortgage, lease, bond, bill of sale, assignment, contract, agreement, promissory note, check, or any other instrument or document intended to bind the Association shall be valid or binding unless signed (a) by the president or a vice president of the Association, or (b) by the manager of the Association (except that the manager shall not have the authority to execute deeds, deeds of trust, mortgages, leases or promissory notes on behalf of the Association).

ARTICLE IX COMMITTEES

The Board of Directors may appoint a Design Review Board, as provided in the Declaration, and a nominating committee, as provided in these By-Laws. The Board of Directors may appoint such other committees as deemed appropriate in carrying out its purposes, including but not limited to a "Transition Committee" to act as a shadow board of directors for a reasonable period of time prior to the termination of the Class B membership.

ARTICLE X BOOKS AND RECORDS

The Board of Directors shall keep the books of the Association, with detailed accounts in chronological order, noting all receipts and expenditures affecting the Property and its administration, and specifying the maintenance and repair expenses of the Common Area and any other expenses incurred. A separate account shall be maintained for each Lot, showing the amount of each assessment of common expenses against such Lot, the date or dates same may be due, the amount paid thereon, and the unpaid balance thereof. Upon any sale or other transfer of a Lot, the new Owner or its agent shall provide to the Association, to the extent available, the name and forwarding address of the prior Owner, the name and address of the new Owner, the date of settlement, and the proportionate amounts of any outstanding assessment assumed by each of the parties to the transaction, and all such information shall be recorded in the assessment account which is maintained for such Lot. The books, together with all bills, statements and vouchers accrediting the entries made thereupon, all other records kept by the Board, and copies of the

Declaration, the Articles of Incorporation, these By-Laws and any other rules, regulations or architectural guidelines shall be available for examination and copying by any Owner and any Mortgagee of a Lot, and the duly authorized agents or attorneys of any such Owner or Mortgagee, during normal business hours and after reasonable notice at the principal office of the Association, or at the offices of any manager employed by the Association, where copies may be purchased at reasonable cost. All books and records of the Association shall be kept in accordance with good accounting practices, on a consistent basis. An outside review shall be made with respect to any fiscal year of the Association at the election of the Board of Directors or upon the written request of any Class B Member or of Class A Members holding at least one fourth (1/4) of the votes held by all Class A Members, and the cost of such review shall be a common expense. If no outside review is made on behalf of the Association as above provided, any Mortgagee shall have the right to obtain an outside review or audit at its own expense. Promptly after the close of each fiscal year, an annual report of the receipts and expenditures of the Association, certified by an independent accountant (if an outside audit was obtained on behalf of the Association) or otherwise by the treasurer, shall be rendered by the Board of Directors free of charge to each Owner, and to any Mortgagee, within a reasonable time after receipt of a written request therefor from such Mortgagee. In addition to keeping the foregoing financial books and records, the Board of Directors shall keep detailed records of its actions, minutes of its meetings, and minutes of meetings of the Association.

ARTICLE XI WORKING CAPITAL AND RESERVE FUNDS

Section 1. Creation and Investment of Funds. The Board of Directors shall establish and maintain a working capital fund consisting of the initial capital contributions made by the Owners. From and after the termination of the Class B membership, or such earlier time as the collection of annual assessments is commenced, the Board of Directors shall establish and maintain a reasonable repair and replacement reserve fund (if appropriate), and reserve funds for such other purposes, if any, as it deems appropriate. Such working capital and reserves shall be deposited in one or more segregated accounts and may be invested in (a) obligations fully guaranteed as to principal by the Federal Deposit Insurance Corporation (including, but not limited to, the Bank Insurance Fund and the Savings Association Insurance Fund), or any successor thereof, and/or (b) money market funds distributed by New York Stock Exchange member firms.

Section 2. Working Capital Fund. The working capital fund shall be used to provide the cash needed to pay the start-up costs incurred by the Association. The working capital fund shall be used as a supplement to, rather than as a substitute for, the annual assessment reflected in the annual budget. The working capital fee shall be charged only once with respect to each Lot. The working capital fee for each Lot shall become due on the date the Declarant transfers legal title to such Lot to any other person or entity, unless the Declarant transfers legal title to such Lot to a Builder, in which case, the working capital fee for such Lot shall become due on the date the Builder transfers legal title to such Lot to any other person or entity. If any money remains in the working capital fund after the first annual meeting held after the Class B membership ceases to exist, the Board of Directors, at an open meeting, (a) shall determine how to use the unexpended balance of the working capital fund, and (b) may determine how to use any sums paid into the working capital fund in the future with respect to Lots not theretofore sold by the Declarant. At no time shall any portion of the

working capital fund be used to pay the Declarant's expenses or construction costs.

Section 3. Repair and Replacement Reserve Fund. The repair and replacement reserve fund, if any, shall be used for the maintenance, repair, and replacement of the Common Area and any improvements thereon for which the Association is responsible, provided, however, that such reserve may be used for such other purposes as are approved by Owners having a majority of the votes appurtenant to all Lots.

Section 4. Contributions to Capital. All funds assessed for payment into, or otherwise credited to, any working capital or reserve fund shall be deemed contributions to the capital of the Association made or to be made by the Owners, and same shall be shown on the balance sheet and other financial records of the Association as "paid-in-surplus", or its equivalent, to the end and intent that none of the working capital or reserve funds received or retained by the Association shall be considered as income for tax purposes.

ARTICLE XII INSURANCE

The Board of Directors shall maintain, or cause to be maintained, in the name of the Association, policies of insurance in accordance with the provisions of the Declaration.

ARTICLE XIII CORPORATE SEAL

Whenever the Association is required to place its corporate seal to any document, the word "(SEAL)" shall be placed adjacent to the signature of the person who executes such document on the Association's behalf, and such word, placed in such manner, shall constitute the Association's corporate seal, and the Association shall have no other seal.

ARTICLE XIV ADOPTION OF RULES AND REGULATIONS

Section 1. Authorization. Subject to the provisions of this Article XIV, (a) the Association, acting through the Board of Directors, may adopt reasonable rules and regulations for the use, operation and maintenance of the Common Area and any buildings and other improvements now or hereafter located thereon or therein, and (b) the Association, acting through the Board of Directors or Design Review Board, may adopt reasonable rules and regulations to govern the making of improvements, additions, and alterations to and upon the Lots and the structures thereon by the Owners thereof, as provided in Article III of the Declaration.

Section 2. Voting. The Board of Directors or Design Review Board may, by the vote of a majority of the directors or Design Review Board present and voting at a duly held meeting of the Board of Directors or the Design Review Board, as applicable, adopt any such rule or regulation. On the request of any director or Design Review Board member, the yeas and nays shall be taken and entered on the minutes.

Section 3. Modification or Repeal. Any rule or regulation adopted by the Board of Directors or Design Review Board pursuant to the procedure set forth in this Article XIV may be modified or repealed by the Board of Directors or Design Review Board, as applicable, pursuant to the same procedure.

Section 4. Effective Date. The Board of Directors or Design Review Board, as applicable, shall determine the effective date of the adoption, modification or repeal of any such rule or regulation, provided that no such adoption, modification or repeal shall become effective until at least five (5) days after written notice of such adoption, modification or repeal, including a copy of such rule or regulation and disclosure of such effective date, has been mailed or personally delivered to each Member or placed at a location (on the Common Area) previously designated by the Board of Directors (by written notice to the Members) for the communication of such rules and regulations.

**ARTICLE XV
AMENDMENTS**

Section 1. These By-Laws may be amended at a regular or special meeting, by the affirmative vote of Members holding a majority of the votes appurtenant to all Lots. However, these By-Laws may not be amended so as to modify, impair or revoke any right or privilege reserved for the benefit of the Declarant, or so as to impose on the Declarant any obligation which is not also imposed on all Owners; without the prior written consent of the Declarant. Notwithstanding the foregoing, the Federal Housing Administration, the Veterans' Administration, or any similar or successor agencies thereto, shall have the right to veto amendments while there is a Class B membership if any such agency or any similar or successor agencies thereto have approved the Property, or any part thereof, or any lot therein, for federal mortgage loan financing; and provided further, that the Declarant and the Association shall each have the unilateral right, power and authority to modify, revise, amend or change any of the terms or provisions of these By-Laws if any such agency, or any similar or successor agencies thereto, shall require such amendment as a condition precedent to federal mortgage loan financing.

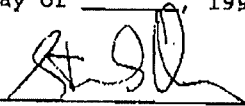
As long as there is a Class B Member, if any of the Veterans' Administration, the Federal Housing Administration or any similar or successor agencies thereto, whether public or private, approve the Property or any part thereof or any lot therein for federal mortgage loan financing, the amendment of these By-Laws will require the prior approval of any such agency.

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

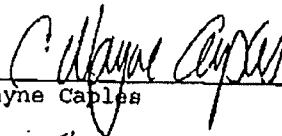
**ARTICLE XVI
MISCELLANEOUS**

The fiscal year of the Association shall be fixed by the Board of Directors from time to time as the needs of the Association's corporate business shall require.

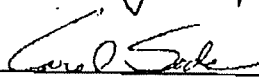
IN WITNESS WHEREOF, we, being all of the directors of
The Villages at Wellington Community Association, Inc. have
hereunto set our hands this _____ day of _____, 199_.



Steven S. Koren



C. Wayne Caples



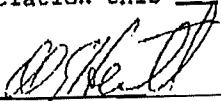
Carol Sade

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of The Villages at Wellington Community Association, Inc., a Maryland corporation, and that the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors held on the ___ day of _____, 199_.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this ___ day of _____, 199_.



Secretary of The Villages at
Wellington Community Association,
Inc.

CC&Rs- Declaration

The Villages at Wellington Community Association, Inc.

Order: WDXSXV28Z
Address: 7906 Aylesford Ln
Order Date: 10-20-2020
Document not for resale
HomeWiseDocs

ASSIGNMENT BY DECLARANT

This Assignment by Declarant (this "Assignment") made this ___ day of August, 2000 by BEAR BRANCH ASSOCIATES LLC, a Maryland limited liability company (the "Declarant"), and 1325 G STREET ASSOCIATES LIMITED PARTNERSHIP, a Maryland limited partnership (the "Assignee").

RECITALS:

A. The Declarant and other signatories thereto, pursuant to the provisions of that certain Declaration of Covenants, Conditions and Restrictions dated October 24, 1995, and recorded among the Land Records of Prince George's County, Maryland (the "Land Records") in Liber 10447, Folio 266 *et seq.* (the "Declaration"), subjected certain of the property described in the Declaration (collectively the "Property") to the covenants, restrictions, easements, charges and liens set forth in the Declaration.

B. Article I(d) of the Declaration provides that the Declarant may convey all of its right, title and interest as "Declarant" under the Declaration to another party.

C. Declarant and Assignee have agreed that Declarant will assign its interest as Declarant to Assignee.

NOW, THEREFORE, the Declarant and Assignee hereby agree as follows:

1. Declarant hereby expressly conveys and transfers any and all of its right, title and interest under the Declaration as "Declarant" to Assignee.

2. Assignee hereby accepts the Assignment from Declarant effective as of the date set forth above.

3. The Declaration (as supplemented by the First Supplemental Declaration to Declaration of Covenants, Conditions and Restrictions dated August 28, 1996, and recorded among the Land Records in Liber 11041, Folio 214, and as amended by Amendment to Declaration of Covenants, Conditions and Restrictions dated October 13, 1998, and recorded among the Land Records in Liber 13175, Folio 110) remains unmodified and in full force and effect, except for the substitution of Assignee as Declarant.

4. The notice address for the Assignee, as "Declarant," contained in Article XII, Section 5, and the notice address of The Villages at Wellington Design Review Board contained in Article III, Section 2(d), are hereby replaced with the following address:

1325 G Street Associates Limited Partnership
c/o Caleb Gould
Laurel Sand & Gravel
14504 Greenview Drive, Suite 210
Laurel, Maryland 20708

5. All directors and officers of The Villages at Wellington Community Association, Inc., and all members of the Design Review Board appointed by the Declarant are hereby removed as of the date set forth above.

WITNESS THE HANDS AND SEALS OF THE PARTIES HERETO as of the day and year hereinabove first written.

BEAR BRANCH ASSOCIATES, LLC

By:  _____

1325 G STREET ASSOCIATES LIMITED
PARTNERSHIP

By: Gould Property Company, General Partner

By:  _____

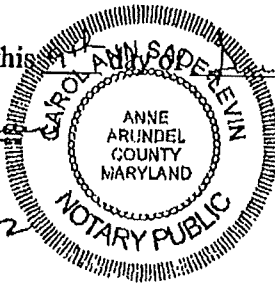
Caleb Gould, Vice-President

State of) Maryland
) ss:
County of) Anne Arundel

I, Carol Ann Sadleir a notary public in and for the jurisdiction aforesaid, do hereby certify that Steven S. Koper personally appeared before me in the aforesaid jurisdiction and, being personally well known to me, acknowledged to me that he executed the foregoing and annexed Assignment by Declarant, in his capacity as President of BEAR BRANCH ASSOCIATES, LLC, as his free act and deed on behalf of BEAR BRANCH ASSOCIATES, LLC.

Given under my hand and seal this 24 day of August, 2000.

Carol Ann Sadleir
Notary Public



My commission expires: 8/1/02

State of) Maryland
) ss:
County of) Prince Georges

I, Jessica Lucas a notary public in and for the jurisdiction aforesaid, do hereby certify that Caleb Gould personally appeared before me in the aforesaid jurisdiction and, being personally well known to me, acknowledged to me that he executed the foregoing and annexed Assignment by Declarant, in his capacity as Vice-President of GOULD PROPERTY COMPANY, as his free act and deed on behalf of GOULD PROPERTY COMPANY.

Given under my hand and seal this 29 day of September, 2000.

Jessica Lucas
Notary Public

My commission expires: 10/03

The undersigned hereby certifies that the foregoing instrument was prepared by the undersigned, an attorney duly admitted to practice before the Court of Appeals of Maryland.

James P. Parker, Esquire

7500
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THE VILLAGES AT WELLINGTON COMMUNITY ASSOCIATION, INC.

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS, CONDITIONS and RESTRICTIONS (this "Declaration") made this 24th day of May 1995, by BEAR BRANCH ASSOCIATES, LLC, a Maryland limited liability company (the "Declarant").

CLERK OF THE
CIRCUIT COURT
MAY 8 1995

RECITALS

A. Declarant is the owner of the real property and the improvements thereon which are referred to in this Declaration as "Section 1," and the contract-purchaser of the balance of the property which is described in Exhibit B to this Declaration, located in the City of Laurel, Prince George's County, Maryland (collectively, the "Land"), and desires to develop such Land as a Planned Unit Development residential community containing up to 545 single family lots (the "PUD"). The Declarant intends to develop the Land in phases or groups of lots. The first phase ("Section 1") is shown on the plats entitled "Section One Plat One The Villages at Wellington," "Section One Plat Two The Villages at Wellington," "Section One Plat Three The Villages at Wellington," "Section One Plat Four The Villages at Wellington," "Section One Plat Five The Villages at Wellington," and "Section One Plat Six The Villages at Wellington," recorded among the Land Records of Prince George's County, Maryland (the "Land Records") in Plat Book VJ-170, as Plat Nos. 36 through 41, inclusive. Section 1 consists of Lots 1 through 37, inclusive, and related public areas, private open spaces and road right-of-ways, as more particularly described on Exhibit A to this Declaration.

B. Declarant desires to insure a uniform plan and scheme of development for Section 1 and the remaining phases in the PUD (the "Remaining Sections"), to protect the value, desirability and attractiveness of the PUD, and to provide for the maintenance of certain common areas and common facilities located therein. In order to accomplish such purposes, the Declarant desires to adopt, impose and subject Section 1 to certain covenants, conditions, restrictions, easements, charges and liens, as set forth herein, and further desires to reserve the right, but not the obligation, for the period of years set forth in this Declaration, to adopt, impose and subject all or any portion of the Remaining Sections to the lien, operation and effect of this Declaration.

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77.00
Rept # 16568
1785
02148 PA

C. The Villages at Wellington Community Association, Inc. (the "Association"), a nonprofit, non-stock corporation, has been incorporated under the laws of the State of Maryland for the purpose of exercising the powers and functions set forth herein.

D. 1325 G Street Associates Limited Partnership (the "Landowner"), is the contract-seller of, and the owner of legal title to, the Land in the Remaining Sections, and is joining in this Declaration for the purpose of consenting to all of the terms, provisions, covenants and conditions of this Declaration, and of agreeing that the Declaration shall run with and bind the title to any of the Land within the Remaining Sections as shall have been subjected to this Declaration from time to time.

E. Section 1 is subject to a Daed of Trust and Security Agreement dated November 15, 1994, given by the Declarant, to Elizabeth M. Wright and Ellen K.W. Boyer, Trustees (collectively, the "Trustees") for the benefit of The Bank of

Baltimore (now known as First Fidelity Bank, National Association) (the "Lender"), and recorded among the Land Records in Liber 9894 at folio 111 (the "Deed of Trust"). The Trustees and the Lender are joining in this Declaration for the sole purpose of subjecting and subordinating their interest in Section 1 to the lien, operation and effect of the Declaration.

F. Section 1 is also subject to a Deed of Trust and Security Agreement dated November 15, 1994, given by the Declarant to James P. Parker and Lawrence A. Levit, Trustees (collectively, the "Second Trustees") for the benefit of the Landowner, and recorded among the Land Records in Liber 9894 at folio 147 (the "Second Deed of Trust"). The Second Trustees and the Landowner, as the beneficiary of the Second Deed of Trust, are joining in this Declaration for the purpose of subjecting and subordinating their interest in Section 1 to the lien, operation and effect of the Declaration.

NOW, THEREFORE, the Declarant does hereby declare that the Property (hereinafter described) shall be held, conveyed, hypothecated, encumbered, sold, leased, rented, used, occupied and improved subject to and in accordance with the provisions of this Declaration.

**ARTICLE I
DEFINITIONS**

The following words when used in this Declaration shall have the following meanings:

(a) "Association" means The Villages at Wellington Community Association, Inc., and its successors and assigns.

(b) "Builder" means each person or entity who acquires a Lot (defined below) from the Declarant or another Builder not to occupy the Lot as a residence, but in the ordinary course of its business, to construct a residential dwelling on the Lot and to sell or lease the dwelling to a third party who intends to occupy the dwelling as such person's residence. The term Builder shall also include each person or entity who constructs a residential dwelling on Lots owned by the Declarant for sale to a third party.

(c) "Common Area" means those areas of land, if any, designated on the Plats of Wellington as "Open Space to be conveyed to H.O.A." and the improvements thereon, and which are intended to be devoted to the common use and enjoyment of the Owners (defined below) of the Lots, but excluding those areas of land which are dedicated or to be dedicated to the City of Laurel or Prince George's County, Maryland, or any department or agency thereof, and including any other reserved open spaces, storm water management facilities, entrance monuments or signs, street signs, fencing, landscape buffers, recreational facilities and any other real property or improvements owned by the Association in fee simple or in which the Association acquires a right of use by lease, license, easement or otherwise, for the benefit of the Association and its Members.

(d) "Declarant" means Bear Branch Associates, LLC, and its successors or assigns, to whom such entity expressly conveys or transfers by an instrument in writing recorded among the Land Records any or all of its right, title and interest under this Declaration as "Declarant," or any amendment or modification hereof, provided, however, a trustee's deed in connection with a foreclosure sale conducted pursuant to the terms of the Deed of Trust, or, in the event the Deed of Trust

has been released, the Second Deed of Trust, or a deed in lieu of foreclosure in connection with such instruments, is specifically intended to constitute such an instrument in writing and to transfer all of the Declarant's rights under this Declaration, unless the grantee of any such deed shall, in such deed, decline to accept the rights of the Declarant. Upon the recordation of an instrument transferring all or a portion of the Declarant's right, title and interest hereunder to a successor Declarant, the transferor Declarant shall be deemed released from any and all obligations of the Declarant under this Declaration from and after the date the instrument is recorded among the Land Records, except as otherwise expressly provided in the instrument of transfer.

(e) "Lot" and/or "Lots" means any residential building lot shown on the Plats of Wellington (defined below), including any lots which may hereafter be annexed to the property subject to this Declaration, but excluding the Common Area and any property dedicated or to be dedicated to the City of Laurel or to Prince George's County, Maryland, or any department or agency thereof.

(f) "Member or "Members" means those persons entitled to membership in the Association as provided in Article VI of this Declaration.

(g) "Mortgage" means any mortgage or deed of trust encumbering any Lot or any Common Area, and any other security interest existing by virtue of any other form of security instrument or arrangement, provided that such instrument has been recorded among the Land Records.

(h) "Mortgagee" means the person secured by or the beneficiary or holder of a Mortgage. In the event any Mortgage is insured by the Federal Housing Administration ("FHA") or guaranteed by the Veterans' Administration ("VA"), or any similar or successor agency, then as to such Mortgage, the term "Mortgagee" shall include the FHA, the VA, or such other agency, acting, respectively, through their duly authorized agents.

(i) "Plats of Wellington" means the subdivision plats for Section 1 described in Recital A of this Declaration, and any plats recorded among the Land Records in substitution therefor or amendment thereof, and any plats hereafter recorded among the Land Records of any additional land that may hereafter expressly be made subject to this Declaration pursuant to the provisions of Article II hereof.

(j) "Property" means Section 1 and any additional land that may hereafter expressly be made subject to this Declaration pursuant to the provisions of Article II.

(k) "Owner" means the person or legal entity, or the combination thereof, including contract-sellers, holding the record title to a Lot. If more than one person or legal entity, or any combination thereof, holds the record title to any Lot, whether it is in a real property tenancy, or partnership relationship, or otherwise, all of the them, as a unit, shall be deemed a single Owner and shall be a single Member of the Association by virtue of their ownership of such Lot. The term "Owner," however, shall not mean any contract-purchaser, the Landowner, the Trustees, the Lender, the Second Trustees, or any Mortgagee of a Mortgage intended solely for the purpose of securing performance of an obligation or payment of debt.

(l) "Structure" means all improvements, structures and appurtenances, the placement of which upon any Lot or the improvements thereon may affect the appearance of the Lot

or the exterior appearance of the improvements on the Lot including, by way of illustration and not limitation, any building, trailer, garage, porch, shed, greenhouse, bathhouse, gazebo, coop or cage, covered or uncovered patio, deck, awning, heating or air conditioning equipment, solar panels, swimming pool, outdoor play equipment, clothesline, radio, television or other antenna or "dish," exterior lighting, fence, sign, curb, paving, wall, roadway, walkway, planting, landscaping, or temporary or permanent living quarters, and any change or alteration of any previously approved Structure, including any change of exterior appearance, color or texture, and including the removal of existing trees. "Structure" shall also mean (i) any excavation, fill, ditch, diversion, dam or other device which affects or alters the natural flow of surface waters or any waters in any natural or artificial stream, wash or drainage channel, from, upon or across the Property or any Lot; and (ii) any change in the grade of the Property or any Lot of more than six (6) inches from that existing at the time of conveyance of any Lot by the Declarant or a Builder to another Owner.

All other capitalized terms used in this Declaration and not otherwise defined in this Article I shall have the meanings given to them elsewhere in this Declaration.

ARTICLE II
PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS THERETO

1. **EXISTING PROPERTY.** Section 1, as more particularly described on Exhibit A, is and shall be transferred, held, sold, conveyed and occupied subject to this Declaration.
2. **ADDITIONS TO EXISTING PROPERTY.**

(a) **Description of Additional Land.** The Declarant shall have the right, but not the obligation, without the consent of any Owner, for a period of twenty (20) years from the date this Declaration is recorded among the Land Records, to annex all or any portion of the Remaining Sections to the Property subject to this Declaration. A description of the land comprising the Remaining Sections is attached hereto as Exhibit B.

(b) **Supplemental Declaration.** Annexation of the Remaining Sections shall be accomplished by filing a supplement to this Declaration in the Land Records which describes the Remaining Sections or portion thereof being annexed and which recites that the scheme of this Declaration shall extend to such Remaining Section(s) or portion thereof, which shall thereupon become part of the Property. Upon the filing of any supplemental declaration, Owners of Lots situated on the annexed property shall be subject to the same obligations and entitled to the same privileges as the Owners of Lots in Section 1. Any supplementary declaration may contain such complementary additions and modifications to the Declaration as may be necessary to reflect the different character, if any, of the Remaining Section(s) or portion thereof not inconsistent with the scheme of this Declaration.

(c) **Consent of Landowner.** Any provision of this Article II to the contrary notwithstanding, the written consent of the Landowner shall be required to annex to the Property subject to this Declaration any of the Land still owned of record by the Landowner at the time of such annexation. The Landowner shall not unreasonably withhold, condition or delay its consent to such annexation, and if the Landowner does not grant or deny its consent within thirty (30) days after the date of the written request for such consent, consent shall be deemed to have been

given. In addition, the Landowner shall consent to any annexation of any Common Area or other public or open space which is adjacent to or functionally related to the Lots being annexed.

(d) Other Additions. Upon approval in writing of the Association by two-thirds (2/3) of the votes of each class of Members of the Association, as provided in the articles of incorporation and/or bylaws of the Association, any person who desires to add additional property to the scheme of this Declaration may file of record a supplementary declaration as described in subsection (b) hereof.

ARTICLE III
DESIGN REVIEW

1. DESIGN REVIEW BOARD.

(a) The Declarant shall appoint a Design Review Board (the "Design Review Board"), which shall have all the rights, powers and duties granted to it pursuant to this Declaration and pursuant to the terms and provisions of "The Villages at Wellington Residential Design Guidelines" in effect as of the date hereof, and as approved by the City of Laurel pursuant to that certain Annexation Agreement between the City of Laurel, the Declarant and the Landowner, dated January 10, 1994 (the "Annexation Agreement"), recorded among the Land Records in Liber 9554 at folio 169, as such guidelines may be amended, changed, modified or supplemented from time to time in accordance with the provisions of the Annexation Agreement (the "Guidelines"). In the event of any conflict between the provisions of this Declaration and the Guidelines, the Design Review Board shall decide which provision shall govern, provided such decision shall not be inconsistent with the Annexation Agreement. Any material amendment, change or modification to the Guidelines shall also have been approved by the Landowner for so long as the Landowner is the owner of legal title to any of the Land or the beneficiary of the Second Deed of Trust, such consent not to be unreasonably withheld, conditioned or delayed. If the Landowner does not grant or deny its consent within thirty (30) days of the Declarant's written request for such consent, consent shall be deemed to have been given. In the absence of the appointment of a Design Review Board, the Declarant shall have and shall exercise the rights, powers and duties of the members of the Design Review Board.

(b) The Design Review Board shall consist of not less than three (3) nor more than seven (7) persons or entities, which members shall be appointed from time to time by the Declarant, need not be Members of the Association, and may be replaced at any time for any reason with other individuals selected by the Declarant. The members of the Design Review Board appointed from time to time by the Declarant shall serve until the last Lot to be annexed to the Property (which is presumed to be the 545th Lot) is conveyed to an Owner other than Declarant (who is not a Builder), and thereafter until his or her successor shall be duly appointed. At any time after the last Lot to be annexed to the Property is conveyed to an Owner other than the Declarant or a Builder, a majority of the Board of Directors of the Association shall have the power, by a duly executed instrument filed among the minutes of the Association, to appoint new members to the Design Review Board. In the event of the death or resignation of any member of the Design Review Board during the terms of the members appointed by the Declarant, the Declarant shall have the sole right to appoint a successor by designating the name and address of such successor in a document filed among the minutes of the Association. Declarant may relinquish to the Board of Directors of the Association its

rights hereunder to designate any successor member of the Design Review Board, in the sole discretion of Declarant. Each member of the Design Review Board shall act without compensation for services performed pursuant to this Declaration. The Design Review Board may adopt by majority vote rules and regulations establishing additional architectural, landscape architectural, signage and site design standards and administrative guidelines, or modify or amend the existing Guidelines, with respect to the construction of any Structure or Alterations (defined below), subject, however, to the provisions of this Section 1.

2. DESIGN REVIEW.

(a) Except as otherwise provided in this Declaration or in the Design Guidelines, no Structure shall be placed or constructed on any Lot nor shall any addition (including awnings and screens), change or alteration (including any change in exterior paint color and/or materials or other exterior appearance thereof, but excluding repainting or retreating with the same color or materials and seasonal decorations) (collectively, "Alterations"), be made to the exterior of any Structure and/or contour of any Lot, including driveway alterations, until plans and specifications, in duplicate, showing the nature, dimensions (including elevations and roof pitch or change in the grade of the Lot), material, color and location (including proposed front, rear and side setbacks), of the proposed Structure or Alterations, together with the proposed construction schedule, and other information required by the Guidelines or requested by the Design Review Board, have been submitted to and approved in writing by the Design Review Board. The approval of the Design Review Board of any Structure or Alterations shall in no way be deemed to relieve the Owner of any Lot from its obligation to obtain any and all governmental permits and approvals necessary for such Structure or Alterations.

(b) All questions before the Design Review Board shall be decided by a majority of the members of the Design Review Board. The decision of the Design Review Board shall be final and unappealable.

(c) The Design Review Board shall have the right to disapprove any plans and specifications submitted for its review because of any of the following:

(i) Failure of the plans or specifications to comply with any provision of this Declaration or the Guidelines;

(ii) failure to include information in the plans and specifications required by this Declaration, the Guidelines, or as may have been reasonably requested;

(iii) objections to the exterior design, appearance or materials of any proposed Structure or Alterations;

(iv) incompatibility of any proposed Structure or Alterations with the existing Structures on the Lot or other Lots or with the general plan of improvement of the PUD;

(v) objections to the location of any proposed Structure or Alterations upon any Lot or with reference to other Lots;

(vi) objections to the grading plan; or

(vii) objections to the color schema, finish, proportions, style, architecture or appearance of any proposed Structure or Alterations.

(d) Written requests for approval shall be submitted by registered or certified mail, or in person, in which case a written receipt shall be obtained, to the "The Villages at Wellington Design Review Board," c/o Bear Branch Associates, LLC, 8815 Centre Park Drive, Suite 304, Columbia, Maryland 21045, or such other place designated by the Declarant or the Board of Directors of the Association in a notice to the Members. The approval request shall include two (2) sets of the required plans and specifications and such other information as may be required by the Guidelines or requested by the Design Review Board. The Design Review Board may, from time to time, in its discretion, establish a reasonable review fee or a schedule of review fees based on the nature of the request, to cover expenses; provided, however, that for so long as the Declarant appoints the Design Review Board, there shall be no review fees. In the event the Design Review Board fails to approve or disapprove any plans within sixty (60) days of receipt of the plans and the review fee, if any, such plans shall be deemed approved. In any case where the Design Review Board disapproves any plans and specifications or approves the same only as modified or upon specified conditions, such disapproval or qualified approval shall be accompanied by a statement of the grounds upon which such action was based. Approval of any particular plans and specification shall not be construed as a waiver of the right of the Design Review Board 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.

(e) Construction of any Structure or Alterations pursuant to the provisions of this Article shall be commenced within six (6) months following the date of approval and shall be completed within twelve (12) months from the start of construction, or within such other shorter or longer period as the Design Review Board shall specify in its approval. In the event construction is not commenced or completed within such period, the approval shall lapse and compliance with the provisions of this Article shall again be required. All Structures and Alterations shall be constructed and thereafter maintained in strict conformity with the approved plans and specifications and all applicable laws (i.e., a building permit shall be obtained for any work requiring one). Neither the Declarant, the Board of Directors, the Design Review Board nor the Association shall have any liability whatsoever for any loss, cost, claim, damage, liability or expense which any Owner may suffer or incur by reason of (i) the rejection of any plans and specifications submitted to the Design Review Board, (ii) any defects in any plans and specifications revised or approved by the Design Review Board, or (iii) any structural or other defects in any work done pursuant to such plans and specifications. The Association shall indemnify and hold harmless the Declarant, the Design Review Board, the Board of Directors, and their respective members and agents, from any loss, cost, claim, damage, liability or expense (including attorneys' fees) resulting from any claims, demands, judgments or litigation arising out of or related to the actions or failure to act of the Declarant, its Board of Directors and the Design Review Board, as provided in the articles of incorporation of the Association.

(f) If construction of any Structure or Alterations is undertaken other than in accordance with the provisions of this Declaration and applicable law, such action shall be deemed to be in violation of the provisions of this Declaration and, in such event, within thirty (30) days after the

Declarant, the Design Review Board or the Board of Directors, gives written notice thereof to the Owner of the Lot, or such lesser written or oral notice (followed by written confirmation) as may be reasonable in an emergency situation which presents the threat of imminent danger or harm to persons or property, such Structure and/or Alterations shall be removed or restored to their condition prior to such action, and use thereof shall cease, so as to terminate such violation. If the Owner has not terminated the violation within the stated cure period, the Declarant, the Design Review Board, upon resolution of the Board of Directors, or the Board of Directors, on behalf of the Association, may exercise all legal and equitable remedies to prevent or remove any unauthorized Structure and/or Alterations or any portion thereof, including but not limited to the right to (i) enjoin any construction work in violation of the Declaration or the Guidelines, (ii) require the correction of any construction work in violation of this Declaration or the Guidelines, or (iii) require the restoration of the Lot to its original condition. Such Owner shall be personally liable to the Declarant, or the Association, as applicable, for any costs incurred in enforcing the provisions of this Declaration, including but not limited to court costs and attorneys' fees, to the same extent as such Owner is liable for an Assessment levied against such Owner's Lot, and, upon the failure of the Owner to pay such costs within thirty (30) days after such Owner's receipt of written demand therefor from the Declarant or the Association, the Declarant or the Association may establish a lien therefor upon such Owner's Lot in accordance with and subject to the provisions of this Declaration applicable to an assessment lien.

3. **EXEMPTIONS.** Any Structure, Alterations or other improvements erected or installed on the Property or any Lot by or on behalf of the Declarant, or any Builder, to the extent approved by the Declarant, shall not require the approval of the Design Review Board.

4. **RIGHT OF ENTRY.** The Declarant, the Design Review Board and the Association shall have an easement to enter any portion of the Property or any Lot for the performance of its enforcement and design review duties under this Declaration; provided such easement shall not permit entry within the interior portion of any dwelling located on any Lot, but (by way of illustration only and not in limitation of the rights granted herein) shall permit the entry into fenced, or other enclosed areas of the Lot or the Property. Such easement rights shall be exercised by the Declarant, the Design Review Board, the Board of Directors and the Association, in their respective good faith reasonable discretion, upon not less than twenty-four (24) hours advance notice, upon the receipt of a complaint alleging a violation of the Design Guidelines or this Declaration, together with reasonable cause to believe that such a violation has occurred. The Declarant, the Design Review Board, the Board of Directors or the Association, as applicable, shall restore any damage caused by such entry; provided, however, to the extent the exercise of such easement rights is for the purpose of removing or restoring any violation of this Declaration, such removal or restoration shall be deemed not to constitute "damage caused by such entry."

**ARTICLE IV
COVENANTS AND RESTRICTIONS**

1. **LAND USE.**

(a) All Lots shall be used for private, single-family residential purposes only. None of the Lots shall

be used at any time for apartments or other types of multiple housing units; it being the intention of the Declarant that each and every one of the Lots be used solely for one single-family detached dwelling, and no other purposes. Garages may not be converted to additional living space.

(b) Notwithstanding the provisions of subsection (a), the alteration of a dwelling (other than the garage) to contain an attached apartment or living area for use by a member or members of the Owner's family is permitted, provided such use and the planned construction is (i) in strict compliance with applicable zoning regulations, building codes and other applicable laws; and (ii) is approved in advance with respect to both the proposed use and the proposed construction by the Design Review Board. In addition, the use of any portion of a dwelling (other than the garage) as a home office shall be permitted, provided (i) such use is limited to a person actually residing in the dwelling; (ii) such person is fully licensed to perform the professional services being rendered; (iii) the operation of such office does not involve the employment of any professional associate or more than one (1) nonresident employee; (iv) such office or studio does not occupy more than the lesser of two (2) rooms or twenty percent (20%) of the total floor area of the dwelling; (v) visits to such office are by appointment only; (vi) the operation of such office does not produce loud noises disturbing to other Owners; (vii) such office is operated in strict conformity with the applicable zoning regulations and other applicable laws; and (viii) is approved in advance by the Design Review Board.

(c) Nothing herein shall prevent the use of part of a Lot as a right-of-way for use by other Lots or for the placement of street signs, street trees or entrance monuments or signs in easement areas now or hereafter designated for such purposes.

(d) Any provision of this Declaration to the contrary notwithstanding, the Declarant and any Builder shall have the right to use any Lots owned by the Declarant or such Builder, and any improvements thereon, as sales, rental and management offices and model homes, and for such other uses as the Declarant or such Builder may deem appropriate for the development, marketing (including sales and rentals) and management of the Property, including but not limited to the installation of one or more construction and/or sales trailers upon the Property. The Declarant and any Builder shall also have the right to erect upon any Lot it may own, and upon the Common Area, such advertising and directional signs and other improvements and equipment, as the Declarant or Builder shall deem appropriate for the development, marketing and management of the Property.

2. **SETBACKS.** No building, tank, pool, game facility, artwork, decorative item, or other Structure of any kind (other than a fence or landscaping, shall be located on any Lot closer than the recorded minimum building setback lines for the front of any Lot (i.e., twenty (20) feet for Lots fronting on local streets and twenty-five (25) feet for Lots fronting on collector streets, in each case measured from the street right-of-way line), or in violation of any rear or side yard setback lines required by applicable zoning authorities. Minimum side yard setbacks shall be seven (7) feet, fifteen (15) feet combined on sixty (60) foot wide Lots, and ten (10) feet, twenty (20) feet combined, on eighty (80) foot wide lots. Setback requirements may vary from the foregoing if approved by the Design Review Board and all applicable governmental authorities in connection with the recordation of any of the Plats of Wellington for Section 1 or any other section. For the purposes of this

covenant, eaves, steps, open porches, bay windows, chimneys and patios shall not be deemed part of a building or other Structure, unless applicable zoning laws require otherwise. The minimum building restriction lines described in this Declaration, contained in the Design Guidelines, and shown on the Plats of Wellington, are hereby declared to represent zoning requirements of the City of Laurel and are not intended to create benefits or burdens on the title to any individual Lot. Amendments to any minimum building setback lines as shown on the Plats of Wellington shall be obtained by an Owner seeking a zoning variance in accordance with the terms of the zoning ordinance in effect at the time of the filing of a petition for a variance.

3. **SWIMMING POOLS; HOT TUBS.** Swimming pools and hot tubs shall be permitted in rear yards only. Swimming pools shall be completely "in ground" and fenced in accordance with this Declaration, the Guidelines and all applicable laws. Hot tubs shall be screened from view. Construction and maintenance shall be in accordance with all applicable laws. Construction plans and specifications for built-in swimming pools and hot tubs shall be approved in advance by the Design Review Board. No above-ground swimming pool of any kind shall be permitted on any Lot. Any permanent fence being constructed in connection with a swimming pool or hot tub shall not be permitted to remain on any Lot if the swimming pool and/or hot tub are not constructed. Such fencing shall be located within the interior (rather than around the perimeter) of the Lot and shall surround the pool or hot tub in a manner that is compatible with the use and enjoyment of adjoining Lots and Common Area.

4. **DRIVEWAYS; PARKING AREAS.** All driveways and parking areas shall be maintained in good condition and in accordance with all applicable laws. Driveways and parking areas shall be paved and or repaved with the same material as the original construction unless another material is approved in advance by the Design Review Board. Gravel surfaces are prohibited. Every driveway shall provide positive drainage away from the dwelling and garage.

5. **TEMPORARY STRUCTURES.** No temporary structure, including but not limited to a trailer, shack or other outbuilding, shall be permitted to be erected on any Lot. The foregoing shall not be deemed to prohibit reasonably-sized garden sheds, greenhouses or other similar accessory Structures installed in accordance with the provisions of Section 24 of this Article and the Guidelines.

6. **CLOTHESLINES; FLAGPOLES.** No permanent exterior clothes dryer, clothes pole or similar equipment shall be maintained on any Lot whether or not it forms a part of any Structure or is detachable therefrom. Freestanding flagpoles are prohibited. Appropriately-sized flagpoles not in excess of two (2) may be mounted on the fronts of dwellings.

7. **TRAFFIC VIEW.** No Structure, landscaping, shrubbery or any other obstruction shall be placed on any Lot so as to block the clear view of traffic on any streets.

8. **FRONT LAWN; LANDSCAPING.** The front and side yards of each Lot shall be kept only as a lawn for ornamental or decorative planting of grass, trees, shrubbery, and flowers. Lawn statues and other similar ornaments are expressly prohibited in front and side yards. All landscaping shall conform to the Guidelines in terms of plant materials and planting details.

9. **FENCES AND WALLS.** Fences and walls or other similar enclosures may be built on any Lot with the prior written approval of the Design Review Board, provided, however, such

fences and walls as may be installed and/or constructed by the Declarant or any Builder simultaneously with the initial construction of a dwelling on a Lot shall not require Design Review Board approval. Any fence, wall or other similar enclosure shall not exceed forty-eight (48) inches in height, unless a greater height is required by law, and shall not impede surface drainage or interfere with any utilities. Fencing within front or side yards (i.e., forward of the rear foundation wall) is prohibited unless approved by the Design Review Board as part of the original house plans. All fencing shall be decorative (rail, split rail, or cross buck, etc.), and not of chain link or chicken wire, shall (except for permitted privacy fences) be of such open design that it does not obstruct the view of the dwelling from any adjacent Lot or roadway, and shall comply with the height, setback and other requirements of applicable law. The maximum number of horizontal boards shall be three (3) and more than fifty percent (50%) of the surface area of the fence shall be open. Notwithstanding the foregoing, green or black painted wire mesh fencing shall be permitted, provided such fencing is vinyl coated and is used along the interior of an approved fence. All gates must open inward onto a Lot and shall not open onto another Lot or the Common Area. Fencing shall be cedar or redwood, stained or painted to coordinate with the dwelling or to weather to a natural grey tone. The Design Review Board may designate one or more fence designs as the "standard designs" and may require that all fences conform to these standards. Screening and privacy fences are discouraged and shall be subject to Design Review Board approval. If permitted, such fencing may be partially or completely opaque and shall be constructed of the materials specified above or otherwise approved by the Design Review Board.

10. **WOOD PILES.** Firewood shall be cut and stored at least six (6) inches off the ground and twelve (12) inches from any wooden structure. Wood piles shall be stacked and maintained in an orderly fashion without the use of any brightly colored covering.

11. **REPAIR AND MAINTENANCE OF LOTS.** Owners shall maintain their Lots and the exterior of their dwellings in good order and repair, including but not limited to, the seeding, watering and mowing of all lawns and yards, keeping all sidewalks, if any, neat, clean and in good repair, and free of ice and snow, the pruning and cutting of all trees and shrubbery and the painting (or other appropriate external care) of all structures on the Lot, including, without limitation, roofs, gutters and downspouts, all in a manner and with such frequency as is consistent with good property management and maintenance. Dead trees, shrubs and unsightly landscaping shall be removed promptly.

12. **NUISANCES.** No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be placed upon a Lot which may become an annoyance or nuisance to the neighborhood or any adjoining Owners. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell, amplifier or other sound device, except such properly maintained and operated devices as may be used exclusively for security purposes, shall be installed upon or audible from the exterior of any structure. No snowmobiles, go-carts, motorbikes, trail bikes, loud-engine recreational vehicles or skateboard ramps shall be run or operated upon any Lot, the Common Area or any roadways serving the Property.

13. **ANIMALS.** No animals of any kind, including pigeons, or other non-domestic or exotic animals, shall be raised, bred or kept on any Lot, except that dogs, cats or any household pets, not exceeding two (2) dogs (three (3) dogs if not

more than twenty (20) pounds each) and three (3) cats, in the aggregate, may be kept, provided they are not kept, bred or maintained for any commercial purpose, and provided they do not become a nuisance to the neighborhood or to any other Owners, are walked on a leash, and do not roam unattended on the Property (other than on their Owner's Lot). Pets shall be registered, licensed and inoculated as required by law. Owners shall be responsible for the immediate clean-up and removal of their pet's waste on any of the Property including their own Lot. Puppies and kittens in excess of the numbers set forth above may be kept until they reach the age of twelve (12) weeks.

14. VEHICLES. No commercial vehicles, camp trucks, trucks with a manufacturer's rated capacity of 3/4 ton or more (except a pick-up truck not exceeding 3/4 ton capacity provided such truck does not have any commercial lettering or signage anywhere on the truck or commercial license plates), trailers, vans (except a van having a passenger car license and with no exterior commercial lettering), boats, buses, campers, recreational vehicles, tractors, junked or unlicensed passenger vehicles or any other vehicle, other than private passenger vehicles in regular operation, shall be parked regularly on any roads within the Property or on any Lot unless garaged (except for such machinery and equipment as may be reasonable, customary or usual in connection with the maintenance of any dwelling or the Common Area) nor (except for bona fide emergencies) shall the repair or extraordinary maintenance of vehicles be carried out anywhere on the Property unless performed entirely within a garage. The foregoing restriction shall not prohibit temporary parking for washing and polishing of vehicles or for a visiting motor home or house trailer, which shall be permitted to remain for no more than two (2) consecutive weeks. No carports are permissible. Permitted vehicles shall either be garaged or parked on the paved portion of the driveway. No commercial vehicles shall remain parked on any street or lot longer than is necessary to perform the business function of such vehicle in the area. Notwithstanding the foregoing, the Declarant, any Builder, and their agents and designees, may maintain trailers and commercial vehicles on the Property in connection with the development, marketing and management of the Property. These restrictions are intended to apply to that portion of the Property which may hereafter be dedicated as public streets or roads.

15. LIGHTING AND WIRING; ANTENNA. Exterior lighting on Lots shall be located and shielded to prevent glare beyond the lot line and shall otherwise comply with the Guidelines. Yard and landscape lighting is encouraged. Exterior lights should not accentuate garage door areas. Sodium vapor lights are prohibited. All wiring on any Lot shall be underground unless expressly approved by the Design Review Board. No exterior radio, television and/or citizens-band radio antennae, or other broadcasting or receiving apparatus, or cable television (or other) exterior wiring shall be permitted upon any Lot or any of the Property except for a community cable television or radio system or other similar equipment installed or approved by Declarant for the benefit of all of the Lots or such portion thereof where cable service is available. Notwithstanding the foregoing, satellite dishes not exceeding eighteen (18) inches in diameter shall be permitted, subject to the following conditions: (i) the satellite dish shall be located either on the rear of the dwelling below the roof line so as not to be visible from the front of the dwelling or in the rear yard behind the rear projection line of the dwelling if screened from view from adjacent Lots, Common Area and roadways; (ii) all satellite dishes must be compatible with the exterior of the dwelling; and (iii) the type and location of the satellite dish and the proposed screening must be submitted to the Design Review Board.

for prior approval. Satellite dishes in excess of eighteen (18) inches in diameter or otherwise not conforming to the above requirements shall in all cases be subject to Design Review Board Approval, at its sole and absolute discretion.

16. **SUBDIVISION.** No Lot shall be divided or subdivided and no portion of any Lot shall be transferred or conveyed for any purpose, provided, however, this shall not prohibit transfers of parts of Lots between adjoining Lot Owners where the transfer is not for the purpose of creating a new building Lot. The provisions of this subsection shall not apply to the Declarant and 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.

17. **SIGNAGE.** Except for entrance signs, directional signs, signs for traffic control or safety, community "theme areas," "For Sale" signs (not larger than six (6) square feet), or not more than two (2) political signs advocating a candidate or cause, no signs or advertising devices shall be erected, posted or displayed upon, in or about any Lot or Structure without the approval of the Design Review Board. "For Rent" signs are hereby expressly prohibited. The provisions and limitations of this subsection shall not apply to any signs as may be used by Declarant or any Builder in connection with the construction, development, sale or marketing of the Property. House address numbers shall conform to the Guidelines and to applicable governmental laws and regulations.

18. **LEASE AGREEMENTS.** No Owner may lease such Owner's Lot or the improvements thereon for motel, hotel or transient purposes. All lease agreements with respect to any Lot or any Structure shall be in writing and submitted to the Board of Directors of the Association for approval, which approval shall be given if the lease contains the provisions set forth below. The minimum term of all lease agreements shall be six (6) months, and shall state that the lease agreement shall be subject to this Declaration and any breach or violation of this Declaration by the tenant shall be a default under the lease and shall further provide that the tenant (as well as the Owner) shall be directly liable to the Association, and shall be subject to enforcement actions, for any breach or violation by the tenant of the provisions of this Declaration.

19. **TRASH AND OTHER MATERIALS.** No lumber, metals, bulk materials, refuse or trash shall be kept, stored or allowed to accumulate on any Lot, except (i) building material during the course of construction of any approved Structure, and (ii) firewood, which shall be cut and neatly stored at least six (6) inches off the ground and twelve (12) inches away from any wooden Structure. No burning of trash shall be permitted on any Lot or the Common Area. Trash shall be disposed of in metal or plastic containers covered by a lid and shall be maintained in a sanitary condition. If trash or other refuse is to be disposed of by being picked up and carried away on a regular basis, closed or covered containers only may be placed in the open on any day that a pick-up is to be made at such place on the Lot as to provide access to persons making such pick-up. The foregoing provisions regarding trash disposal shall not apply to the disposal of recyclables in accordance with local governmental regulations. At all other times such containers shall be stored in such a manner so as not to be visible from the roadway or the other Lots or Common Area.

20. **NON-INTERFERENCE WITH UTILITIES.** 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 any private or public access easement, or which may unreasonably change, obstruct or retard direction or flow of any drainage channels.

21. NO HUNTING. No hunting or discharge of firearms or weapons of any nature whatsoever shall be permitted on the Property or any Lot.

22. NO EXCAVATION. No excavation shall be made on any Lot except for the purpose of building thereon at the time when the initial building operations are commenced, or thereafter, upon Design Review Board approval, and no earth or sand shall be removed from any Lot except as a part of such operations.

23. TREE REMOVAL. The prior approval of the Design Review Board shall be required for the removal of any live trees six inch (6") caliper or larger; provided, however, no live trees may be removed from any Tree Conservation Easement Area except in accordance with the provisions of Section 29 of this Declaration. Live vegetation on slopes of more than twenty percent (20%) gradient or marked "no cut" areas on approved plans shall not be removed except upon Design Review Board approval. Notwithstanding the foregoing prohibition, dead trees or scrub trees (weed type trees with a trunk less than one inch (1") in diameter) may be removed without Design Review Board approval from any Lot, except within any Tree Conservation Easement Area. The removal of trees shall be subject in all cases to any applicable governmental laws and regulations.

24. SHEDS; ACCESSORY STRUCTURES. Sheds or other similar accessory structures, such as greenhouses, shall be permitted with the approval of the Design Review Board; provided such Structures shall not exceed one (1) story in height, shall be attached to or located immediately adjacent to the dwelling on the Lot and, where feasible, located under decks. All sheds shall be of the same color and material as the exterior of the dwelling and shall be sized proportionately to be in keeping with the size of the house. No metal shed of any kind shall be located on any Lot.

25. CHIMNEYS AND FLUES; ROOFING; FOUNDATIONS. All chimneys and flues shall consist of masonry or another material compatible with the style of the dwelling of which they are a part (and may include prefabricated fireplaces and chimneys). Roofing materials shall be of the low chroma range (muted tones) in metal, wood, synthetic and composition shingles. Exposed foundations shall be permitted only to accommodate grading conditions and building architecture, and the Design Review Board may require that siding be continued to grade.

26. PLAY EQUIPMENT. All outdoor play equipment shall consist of cedar, redwood or pressure-treated wood materials, shall be situated in rear yards only, and shall be placed in order to minimize their visibility from neighboring Lots. The Design Review Board, in its sole and absolute discretion, may consider other materials for play equipment.

27. GRADING; DRAINAGE. No Lots shall be used or maintained so as to cause excessive erosion of soil or sediment. During the grading and construction of any improvements upon any Lot, adequate arrangements shall be made to insure that no erosion of soil or sediment shall take place. Drainage from roof areas shall be channeled to downspouts and appropriately discharged.

28. NON-TIDAL WETLANDS AND BUFFER AREAS. Any portion of the Common Area or Lots designated and shown on the Plats of

Wellington as floodplains, wetlands, steep slopes or buffer areas shall remain in a natural, undisturbed state and shall not be developed, or improvements erected thereupon by the Declarant, any Builder, the Association, any Owner or any other person, except those of a minor nature necessary for such intended use, or fencing, and permitted by applicable law, or utilities or storm drainage systems installed in easement areas designated for such purposes.

29. TREE CONSERVATION AREAS. Any portion of the Common Area or Lots designated and shown on the Plats of Wellington as a "Tree Conservation Easement" shall remain in its natural state and shall not be disturbed or developed nor shall improvements be constructed or placed in such easement areas by the Declarant, any Builder, the Association, any Owner, or any other person, unless approved in advance by all applicable governmental or quasi-governmental authorities, including but not limited to the revision and reapproval of the Forest Conservation Plan for the Property. A violation of the foregoing provisions of this Section is also a violation of the approved Forest Conservation Plan for the Property and the violating party will be subject to the provisions of applicable law in the event of such a violation.

In addition to the foregoing, the Tree Conservation Easements located on Lots 9 and 10 and any other Lot similarly designated on the Plats of Wellington coincide with the conservation easement areas over the nontidal wetlands, and the use of such easement areas is expressly subject to the following additional limitations, as indicated on the Plats of Wellington:

a. Fence construction shall be limited to the type and location of fencing as may be approved by any applicable federal and state wetlands permits and as permitted by the provisions of this Declaration and the Guidelines.

b. Clearing of noxious weeds is limited to poison ivy, greenbrier, Halls Honeysuckle and multiflora rose.

c. No other clearing, grading, placement of Structures, dumping or disturbance of any kind not associated with items a or b above is permitted; provided, however, the removal of dead trees shall be permitted.

30. DECKS; AWNINGS. Decks may be built on any Lot with the approval of the Design Review Board. Decks shall not extend forward of the rear foundation wall into any side yard without prior written approval of the Design Review Board, shall not impede surface drainage and shall comply in all respects with the height, setback and other requirements of the appropriate authorities, including but not limited to the issuance of a valid building permit. Decks shall be decorative in character and shall be constructed of pressure-treated lumber or long life-cedar or redwood. Decks may be painted to match the color of the dwelling. Awnings are discouraged and must be approved in advance by the Design Review Board.

31. AUCTIONS, FLEA MARKETS, YARD SALES. Other than auctions held in conjunction with foreclosure and/or tax sales, no auctions will be permitted without the prior written consent of the Design Review Board. Flea markets or yard sales not exceeding two (2) per year for not more than two (2) days in duration are permitted in the front or side yard of any Lot. All other such events are prohibited unless it is part of a coordinated event approved by the Design Review Board.

32. UTILITIES. All exterior mechanical and electrical equipment other than heat pumps and utility meters, but

including, without limitation, pool equipment, must be housed or screened from view from streets, home entries and neighboring lots. No window unit air conditioners shall be permitted.

33. MINIMUM LOT AND BUILDING SIZE; BUILDING HEIGHTS. Unless otherwise approved by the Design Review Board, no Lot shall contain less than 6,000 square feet, and no dwelling constructed on any Lot shall contain less than 1,500 square feet, excluding garages, attics and basements, or contain more than two and one half (2 1/2) stories (three (3) stories if there is a walk-out basement).

34. FAMILY DAY CARE. "Family Day Care Homes" (as defined in Section 11B-111.1 of the Real Property Article of the Maryland Annotated Code, as amended from time to time) or any other day care services of any kind in return for compensation (collectively, a "Family Day Care Home"), shall be permitted to be operated on any Lot only in strict accordance with the following provisions of this Section and the Guidelines. The number of Family Day Care Homes operating within the Property shall not exceed seven and one half percent (7.5%) of the total number of Lots within the Property at any one time; (ii) each Family Day Care Home shall register with the Association before opening as a Family Day Care Home; (iii) providers shall pay on a pro rata basis based on the total number of Family Day Care Homes operating in the Property, any increase in insurance costs of the Association that are solely and directly attributable to the operation of the Family Day Care Home; (iv) each Family Day Care Home which is registered and operating in the Association shall pay to the Association an annual fee for the use of the Common Area in an amount not to exceed fifty dollars (\$50.00), or such higher amount as is permitted by the Code; (v) no more than six (6) children per day, or such lesser number as may be permitted by applicable law, shall be cared for in the Family Day Care Home; and (vi) each Family Day Care Home and day care provider shall otherwise comply with all applicable federal, state or local laws, rules or regulations.

35. COMPLIANCE WITH FEDERAL FAIR HOUSING ACT. In order to comply with the requirements of the Federal Fair Housing Act (as heretofore and hereafter amended);

(a) The Design Review Board shall, to the extent permitted by law, make reasonable accommodations in the rules and regulations of the Association (including those set forth in this Article, in the Guidelines, and those adopted pursuant to the by-laws of the Association), to the extent such accommodations are required under the Federal Fair Housing Act or otherwise are required under the Federal Fair Housing Act or otherwise appropriate to afford persons with disabilities an equal opportunity to use and enjoy the dwelling located upon any Lot, which accommodations may include waivers and modifications of such rules and regulations only for a particular person with a disability or for a particular category of persons with disabilities. The Design Review Board need not follow the procedural requirements of this Article, the Guidelines, or the by-laws in making such waivers and modifications, and such waivers and modifications need not be approved by the membership of the Association.

(b) No rule or regulation of the Association shall be interpreted or enforced in such a way as to make unavailable or deny a dwelling to any person, or to discriminate against any person in the provision of services or facilities in connection with the sale or rental of a dwelling to such person, because of the familial status of such person, as the term "familial status" is defined under the Federal Fair Housing Act.

36. COMPLIANCE WITH LAWS. The provisions of this Article shall not be taken as permitting any action or thing prohibited by applicable zoning laws, or the laws, rules or regulations of any governmental authority.

37. WAIVERS. The Design Review Board may, in the exercise of its reasonable discretion, and upon submission of a written request therefor by the Owner of a Lot, waive any one or more of the provisions numbered 1 through 33 of this Article or any portion thereof with respect to such Lot. The granting of a waiver with respect to any Lot shall not require the granting of a waiver with respect to any other Lot.

ARTICLE V
DECLARANT'S RIGHTS TO DEVELOP THE PROPERTY

1. RESUBDIVISION. Each Owner, by acceptance of a deed for its Lot, whether or not it shall be so expressed in such deed, shall be deemed to have covenanted and agreed that Declarant shall have the right to resubdivide the Property in accordance with the regulations of the City of Laurel and Prince George's County, Maryland.

2. LICENSE OF NAME "THE VILLAGES AT WELLINGTON". The Declarant hereby grants to the Owners (including any Builder) and the Association (collectively, the "Licensees") a non-exclusive license to use the name "The Villages at Wellington" solely to identify the Property and/or the Association. The Licensees shall not sell, assign or sublicense the use of said name to any other party. Such name may be used or licensed or both, under any terms acceptable to the Declarant at any time and for any purpose. The Licensees have no right against the Declarant to complain of any such use or license, regardless of the proximity or similarity of use or any version(s) or variation(s) thereof by the Declarant or its licensees.

ARTICLE VI
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

1. MEMBERSHIP. Every Owner of a Lot shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

2. CLASSES OF MEMBERSHIP. The Association shall have two (2) classes of voting membership:

(1) Class A. The Class A Members shall be all of the Owners of the Lots except for the Declarant and any Builder; provided, however, if more than one person or legal entity holds the record title to any Lot, such persons shall constitute a single Member of the Association and shall, collectively, be entitled to only one (1) vote per Lot for each Lot owned by them in which action shall be taken by Members of the Association. Any Mortgagee or any other person or entity who holds such interest solely as security for performance of an obligation shall not be a Class A Member solely on account of such interest.

(ii) Class B. The Class B Member(s) shall be the Declarant and any Builder, if the Builder is a Lot Owner. The Class B Member(s) shall be entitled to 1,635 votes (the equivalent of three (3) votes for each of the 545 proposed Lots) in all proceedings in which actions shall be taken by Members of the Association, which total number of votes shall be reduced by three (3) votes for each Lot conveyed to an Owner other than the Declarant or any Builder.

Notwithstanding anything in this Declaration to the contrary, any Builder shall be conclusively presumed, by its having accepted the conveyance from Declarant of the legal title to a Lot:

(A) to have given the Declarant an irrevocable and exclusive proxy entitling the Declarant, at each meeting of the membership held while such Builder holds such title to a Lot, to cast the votes in the Association's affairs which such Builder holds under the foregoing provisions of this section on each question which comes before such meeting;

(B) to have agreed with the Declarant that such proxy is given to and relied upon by the Declarant in connection with the Declarant's development, construction, marketing, sale and leasing of any or all of the Property and is coupled with an interest; and

(C) such proxy shall cease with respect to the votes appurtenant to a Lot when a dwelling has been constructed on such Lot and legal title to such Lot is conveyed to a person who intends to occupy such dwelling as a residence.

3. **CONVERSION.** The Class B membership in the Association shall cease and be converted to Class A membership in the Association upon the earliest to occur of (i) twenty (20) years from the date of recordation of this Declaration among the Land Records; (ii) such time as four hundred and nine (409) Lots have been conveyed to Owners other than the Declarant and any Builder; or (iii) such time as the Declarant elects to terminate the Class B membership. The Declarant and any Builder shall thereafter remain a Class A Member of the Association as to each and every Lot owned by the Declarant or such Builder.

**ARTICLE VII
DEVELOPMENT RIGHTS OF DECLARANT**

1. **DEVELOPMENT RIGHTS OF DECLARANT.** The Declarant hereby reserves unto itself, its successors and assigns, the following rights, reservations and easements:

(a) Nonexclusive easements and rights-of-way under, over and through the Common Area, any drainage, utility or other easement areas designated on the Plats of Wellington, and under, over and through ten (10) foot wide strips of land running along the front, rear, side and other lot lines of each Lot, for the purpose of proper surface water drainage, and for the installation, construction, maintenance, reconstruction and repair of public and private utilities to serve the Property and the Lots, including but not limited to the mains, conduits, lines, meters and other facilities for water, storm sewer, sanitary sewer, gas, electric, telephone, cable television, and other public or private services or utilities deemed by Declarant necessary or advisable to provide service to any Lot, or the Property, together with the right and privilege of entering upon the Lots and the Common Area for such purposes and for making openings and excavations thereon, which openings and excavations shall be restored in a reasonable period of time, and for such alterations of the contour of the land as may be necessary or desirable to effect such purposes. Within the aforesaid easement areas, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or change the direction of the flow of drainage channels or obstruct or retard the flow of water through drainage channels. The reserved easement areas of each Lot and all improvements thereon, except improvements for which a public authority or utility company is responsible, shall

be maintained continuously by the Owner of the Lot. The Declarant shall restore any damage to any Lot or to any permitted Structure arising from the Declarant's exercise of the foregoing easement and right-of-way.

(b) The right to grade, regrade and improve the streets, roads and courts within the Property including the creation or extension of slopes or banks, or excavation in connection therewith, and the construction and installation of drainage and utility structures therein. Declarant further reserves unto itself and its successors and assigns, the right, at or after the time of grading of any street, Common Area, storm water management area or drainage or utility easement, or any part thereof, for any purpose, to enter upon any abutting Lot and grade a portion of such Lot adjacent to such area, provided such grading does not materially interfere with the use or occupancy of any Structure built on such Lot, but Declarant shall not be under any obligation or duty to do such grading or to maintain any slope.

(c) The right to make amendments to any plat or plats relating to the development of the Property as shall be advisable in the Declarant's reasonable judgment and as shall be acceptable to public authorities having the right to approval thereof without the consent of any Owner.

(d) The right to grant easements, rights-of-way and licenses to any person, corporate body or municipality, to install and maintain pipelines, underground or above-ground lines, with the appurtenances necessary thereto, for public utilities, or quasi-public utilities or to grant such other licenses or permits as the Declarant may deem necessary or desirable for the improvement of the Property, in, over, through, upon and across any and all of the Common Area and over, through, upon and across each and every Lot in the easement areas set forth in this Declaration or as shown on the Plats of Wellington.

(e) The right to dedicate all of the roads, streets, alleys, rights of way or easements within the Property to public use. An easement for the use and enjoyment of each of said easement areas, etc., is hereby granted to the Association and the Owners, and their respective heirs, personal representatives, successors and assigns, until such time as the same are deeded to the City of Laurel and/or Prince George's County, Maryland and dedicated to public use.

(f) The right to amend or modify this Declaration if required in order to satisfy FHA and/or VA or other governmental or quasi-governmental rules and regulations, without the necessity of the joinder of any parties in interest, including the Owners of any Lot or their Mortgagees or the Landowner.

(g) An easement over, through, upon and across the Common Area, as the servient tenement, for the purpose of reasonable ingress to and egress from, and utility service to and from, the property described in Exhibit B hereto, until all of such property is annexed to the Property as provided in Article II hereof, including but not limited to the right to connect to and use any such utilities which may exist or be located within the Property, and to grant specific easements, both temporary and permanent, to any person or entity to accomplish the foregoing.

(h) The right to use any and all portions of the Property other than those Lots conveyed to Owners (but including any easement areas on any Lot specifically reserved herein) and including any Common Area, for all reasonable purposes necessary or appropriate to the full and final completion of construction

of the PUD, including the right to store materials, construction debris and trash on the Property during the development of the PUD and the construction of dwellings on the Lots.

Except as otherwise expressly provided in this Article VI, the foregoing rights, easements and reservations shall remain in effect for so long as the Declarant or any Builder, or any successor Declarant, own any Lot or other land within the Property and/or the Remaining Sections and for such additional time as may be required for the Declarant and/or any Builder, or their respective successors or assigns, to perform any warranty or repair work with respect to any Lot or the Property.

2. EASEMENT TO THE CITY OF LAUREL AND PRINCE GEORGE'S COUNTY, MARYLAND. The Declarant hereby grants to the City of Laurel and Prince George's County, Maryland, its agents and contractors, a non-exclusive easement and right-of-way in, through, over and across the Common Area for all purposes reasonably associated with the inspection, operation, installation, construction, reconstruction, maintenance or repair of any storm water management facilities constructed upon the Property; provided further, that with respect to any storm water management facility not dedicated to and accepted by the City of Laurel or Prince George's County, in the event that after reasonable notice to the owner of such facility by the City of Laurel or Prince George's County, Maryland, the owner of such facility shall fail to maintain any storm water management facility constructed upon the Property in accordance with applicable law and regulations, then the City of Laurel or Prince George's County, Maryland, may do and perform all necessary repair and/or maintenance work and may assess the owner of such facility for the cost of the work and any applicable penalties.

3. INCORPORATION BY REFERENCE; FURTHER ASSURANCES. Any and all grants made to the Association with respect to any of the Common Area or to any Owner with respect to any Lot shall be conclusively deemed to incorporate the foregoing rights, easements and reservations, as applicable, whether or not specifically set forth in such instruments. At the request in writing of Declarant, the Association or any Owner shall from time to time execute, acknowledge and deliver to Declarant such further assurances of the foregoing as the Declarant may reasonably request.

**ARTICLE VIII
COMMON AREA AND RECREATIONAL FACILITIES**

1. DESCRIPTION OF COMMON AREA AND RECREATIONAL FACILITIES. The Common Area in Section 1 shall consist of the "Open Space to be conveyed to H.O.A." which is described on Exhibit C to this Declaration and is shown on the Plats of Wellington. The Common Area in Section 1 will be improved with an entrance monument and fencing. If annexed, the Remaining Sections will contain such Common Area and the improvements thereon as are shown on the Plats of Wellington for such Remaining Section(s) and as may be required by the Annexation Agreement or governmental authorities. These improvements will include: (i) a pedestrian pathway linking the Lots with recreation areas, open space and adjacent communities; (ii) several ponds; and (iii) a tot lot. In addition, within a reasonable period of time after the three hundredth (300th) Lot is sold and settled with third-party homebuyers, the then Declarant shall construct, or cause to be constructed, subject to being able to obtain all necessary governmental approvals, a pool and poolhouse on the Common Area, in a location to be determined by the Declarant (collectively, the "Recreational Facilities").

In no event, however, shall these improvements be constructed if the requisite sales are not achieved.

2. GRANT OF COMMON AREA. The Declarant shall grant and convey to the Association, and the latter shall take and accept from the former, the Common Area shown on the Plats of Wellington, free of all monetary liens and encumbrances except current real property taxes (which taxes shall be prorated as of the date of conveyance), assessments, nonmonetary title exceptions of record, and this Declaration, which is hereby imposed upon the Common Area for the benefit of the Declarant, the Association and the Owners, and their respective personal representatives, successors and assigns.

3. MEMBER'S RIGHT OF ENJOYMENT. Every Member of the Association shall have a nonexclusive right and easement for the use, benefit and enjoyment, in common with all other Members, in and to the Common Area, and the improvements thereon, and such nonexclusive right and easement shall be appurtenant to and shall pass with the title to every Lot, subject to the provisions of this Declaration, including but not limited to the restrictions set forth in Section 6 below. No portion of the Common Area may be used by any Owner or Owners for personal vegetable gardens, storage facilities, leaves, compost or trash disposal, or other private uses.

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

5. MAINTENANCE OF COMMON AREA. The Association shall repair, replace, restore, maintain and insure the Common Area, all at its own cost and expense, and shall levy against each Lot and the Owner(s) thereof, a proportionate share of the aggregate cost and expense required for the performance of the Association's obligations hereunder, which proportionate share shall be determined based on the ratio which the number of Lots owned by the Member bears to the total number of Lots within the Property. The Association may also maintain, as an expense of the Association, any property dedicated to or to be maintained by the City of Laurel or Prince George's County, Maryland, or any other governmental or quasi-governmental agency, as deemed necessary or desirable by the Declarant or the Board of Directors.

6. RESTRICTIONS. The right of each Owner to use the Common Area shall be subject to the following:

(a) any rule or regulation now or hereafter set forth in this Declaration and any rule or regulation now or hereafter adopted by the Association relating to the Common Area;

(b) the right of the Association, in accordance with its articles of incorporation and bylaws, to borrow money for the purpose of improving the Common Area, and in aid thereof, with the consent of two-thirds (2/3) of each class of the then Members of the Association, voting separately, to mortgage any of the Common Area;

(c) the right of the Association to take such steps as are reasonably necessary to protect the property of the Association against mortgage default and foreclosure;

(d) the right of the Association to suspend the voting rights and the rights to use of the Common Area for any period of time during which any Assessment remains unpaid and for any period not to exceed sixty (60) days for any violation of

this Declaration or infraction of any of the published architectural guidelines, rules and regulations of the Association; and the right of the Association to levy a fine or penalty for such violation, after notice and a hearing;

(e) the right of the Association to dedicate or transfer all or any part of the Common Area to any public or municipal agency, authority or utility for purposes consistent with the purpose of this Declaration and subject to such conditions as may be agreed to by the Members; provided, however, except as otherwise provided in subparagraph (f) below or the Association's articles of incorporation, no such dedication or transfer shall be effective unless two-thirds (2/3) of each class of the then Members of the Association consent to such dedication or transfer at a meeting of the Members duly called for such purpose; and

(f) the right of the Association, acting by and through its Board of Directors, to grant licenses, rights-of-way and easements for access or for the construction, reconstruction, maintenance and repair of any utility lines or appurtenances, whether public or private, to any municipal agency, public utility, the Declarant or any other person; provided, however, no such license, right-of-way or easement shall be unreasonably and permanently inconsistent with the rights of the Members to the use and enjoyment of the Common Area.

7. DELEGATION OF RIGHT OF USE. Any Owner may delegate its rights to the use and enjoyment of the Common Area to family members who reside permanently with such Owner and to its tenants, contract-purchasers, invitees and guests.

8. LIMITATION OF LIABILITY. Neither the Declarant nor the Association shall be liable for the failure of any services obtained by the Declarant or the Association or paid for out of the common expense funds, or for injury or damage to person or property caused by the elements, the topography of the Property, fallen trees, water which may leak or flow from any portion of the Common Area, or from any wire, pipe, drain, conduit or the like, or to any Owner or its designees for loss or damage, by theft or otherwise, of articles stored upon any Common Area. No diminution or abatement of assessments shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the Common Area, or from any action taken by the Declarant or the Association to comply with any of the provisions of this Declaration or applicable law.

**ARTICLE IX
ASSESSMENTS**

1. COVENANT FOR ASSESSMENTS. The Declarant, for each Lot owned by it within the Property, hereby covenants, and each Owner, by acceptance of a deed conveying any Lot to it, whether or not so expressed in such deed, shall be deemed to have covenanted and agreed to pay the Association (i) in advance, an annual assessment equal to the member's proportionate share of the sum required by the Association, as estimated by the Board of Directors, for annual assessments or charges, and (ii) special assessments or charges for the purposes stated in Section 4 of this Article, such annual and special assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, late charges, costs of collection and attorneys' fees as hereinafter provided, shall be a lien upon each of the Lots against which the assessment is made in accordance with the terms and provisions of the Maryland Contract Lien Act, and this Article shall be construed as a real covenant running with the land and a contract

of a lien under the terms of the said Act. Such assessments or charges, together with interest, late charges, costs of collection, and attorneys' fees incurred or expended by the Association in the collection thereof, shall also be the personal obligation of the Owner holding title to any Lot at the time when the assessment fell due. The personal obligation for any delinquent assessment or charge, together with interest, late charges, costs and attorneys' fees shall not pass to the Owner's successor or successors in title unless expressly assumed by such successor or successors.

2. USE OF ASSESSMENTS. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents of The Villages at Wellington, including but not limited to (i) the payment of taxes on the Common Area, if any; (ii) the payment of insurance premiums for such insurance as is maintained by the Association on the Common Area or otherwise; (iii) the maintenance, repair, replacement and improvement of the Common Area, including but not limited to any recreational facilities, and any other off-site facilities maintained by the Association; (iv) the cost of utilities and other services which may be provided by the Association; (v) the cost of labor, equipment, materials, management, administration and supervision incurred in performing all of the foregoing, including but not limited to legal and accounting fees, and specifically including legal fees incurred by the Association in enforcing the provisions of this Declaration; and (vi) the cost of funding all reserves established by the Board of Directors of the Association.

3. MAXIMUM ANNUAL ASSESSMENT.

(a) Until January 1 of the year immediately following the conveyance of the first Lot to an Owner other than the Declarant or any Builder, or such later date as may be designated by the Board of Directors, the initial and maximum annual assessment shall not exceed One Hundred Fifty Dollars (\$150.00) per year for each Lot, payable annually on January 1 of each year. Notwithstanding the foregoing, commencing with the fiscal year in which the Recreational Facilities are opened to the Members, or the fiscal year immediately following such year, if no assessment is levied during the year the Recreational Facilities are opened to the Members, the annual assessments may be increased by an additional amount not to exceed One Hundred Fifty Dollars (\$150.00) per Lot, subject to annual increases as hereinafter provided, to cover the cost of operating, maintaining and insuring such Recreational Facilities and for creating any and all reserve funds for the Recreational Facilities deemed reasonably necessary by the Board of Directors of the Association.

(b) From and after the expiration of the first fiscal year of the Association, the maximum annual assessment may be increased by not more than ten percent (10%) of the maximum annual assessment for the previous fiscal year without a vote of the Members of the Association. The maximum annual assessment may be increased by more than ten percent (10%) of the maximum annual assessment only by a vote of two-thirds (2/3) of the Members of each class of membership in the Association, voting in person or by proxy, at a meeting duly called for such purpose. The foregoing increases shall be in addition to, and not a part of, the one time increase in the annual assessments attributable to the Recreational Facilities described in clause (a) above, which may be increased annually commencing with the year following its initial assessment in the manner hereinabove provided.

(c) The Board of Directors of the Association may fix the annual assessment against each Lot at any amount not in excess of the maximum annual assessment specified herein without the necessity of a vote of the membership of the Association.

(d) Any provision of this Declaration to the contrary notwithstanding, the Declarant, any Builder, the Lender and the Landowner, and any Lot owned by any of such parties, shall not be subject to assessment hereunder until such time as a dwelling has been constructed on the Lot and the Lot has been conveyed to an owner other than the Declarant, any Builder, the Lender and the Landowner.

4. SPECIAL ASSESSMENTS. In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment applicable for that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement located on the Common Area, including fixtures and personal property related thereto and/or to meet any other deficit of the Association or any emergency or unforeseen expenses of the Association; provided that such assessment shall first be approved by a majority of the votes of the Members of the Association at a meeting called for such purpose.

5. NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTIONS 3 AND 4. Written notice of any meetings of Members of the Association called for the purpose of taking any action authorized under Section 3 and 4 of this Article shall be sent to all Members not less than fifteen (15) days, nor more than sixty (60) days, in advance of the meeting. At the first such meeting called, the presence at the meeting of Members or of proxies, entitled to cast sixty percent (60%) of all of the votes of each class of Members entitled to be cast at such a meeting shall be necessary and sufficient to constitute a quorum. If the required quorum is not present, the Members entitled to vote at such meeting shall have the power to adjourn the meeting by a majority vote of the Members present at such meeting in person or by proxy, and to call another meeting upon not less than five (5) days nor more than thirty (30) days in advance of the rescheduled meeting, and the Members present at such subsequent meeting in person or by proxy shall constitute the requisite quorum.

6. COMMENCEMENT DATE OF ANNUAL ASSESSMENTS.

(a) Except as may be otherwise resolved by the Board of Directors of the Association, the annual assessments shall commence as to all Members of the Association on the first day of the month following the date a deed for the first Lot is delivered to an Owner other than Declarant or any Builder. The Board of Directors of the Association may elect to defer the commencement of annual assessments during such time period as the Declarant elects, in its sole and absolute discretion, to fund the actual operating expenses of the Association; provided the Declarant shall not be obligated to fund any reserves of the Association which would have been established and funded had the collection of assessments commenced. The Board of Directors may also resolve to commence the collection of annual assessments on a section by section basis, rather than for the entire Property, in recognition of the fact that development of the Property may be completed in phases or groups of lots, at such time as fifty percent (50%) or more of the Lots in Section 1, or in any group of Lots which are hereinafter annexed to the Property subject to the Declaration, have been conveyed to Owners other than the Declarant or any Builder.

(b) The first installment of each such annual assessment shall be prorated for the balance of the year (or

applicable installment period) in which such Lot is conveyed to an Owner and shall be due and payable and a lien on the date the Lot is conveyed to the Owner of the Lot. The installments of each such annual assessment for any Lot for any installment period after the first installment period shall become due and payable and a lien on the first day of each successive installment period. The due date of any special assessment under Section 4 shall be fixed in the resolution authorizing such special assessment, however, such due date shall be at least thirty (30) days after the date of such resolution. Except for prorations pursuant to the first sentence of this clause (b), the respective amounts of annual and special assessments shall be uniform within each class of Members of the Association.

7. DUTIES OF THE BOARD OF DIRECTORS. The Board of Directors shall determine the amount of the assessments 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, semiannual or annual basis. Any Member may prepay one or more installments of any assessment levied by the Association, without premium or penalty. The Board of Directors shall prepare, or cause to be prepared, an annual operating budget for the Association, and shall make reasonable efforts to fix the amount of the annual assessments against each Lot for each assessment period at least thirty (30) days in advance of the beginning of such period. Written notice of the annual assessments shall thereupon be sent to all Members of the Association. The omission by the Board of Directors to fix the amount of the annual assessments prior to the commencement of any assessment period shall not be deemed a waiver or modification of the provisions of this Article or a release of any Member from the obligation to pay the annual assessments for that or any subsequent assessment period; and the annual assessments fixed for the preceding period shall continue until a new assessment is fixed. The Association shall, upon written demand, furnish to any Owner a certificate in writing signed by an officer of the Association setting forth whether such Owner's assessments have been paid, which certificate shall be conclusive evidence of payment of any assessment therein stated as having been paid.

8. NONPAYMENT OF ASSESSMENTS.

(a) Any assessment not paid when due shall be delinquent and, if not paid within thirty (30) days after the due date, shall bear interest from the due date at the rate of (i) twelve percent (12%) per annum, or (ii) two percent (2%) over the prime rate announced by NationsBank, N.A., or any successor thereto, whichever is greater, and shall be subject to a late charge of (A) Five Dollars (\$5.00) per month until paid, or (B) ten percent (10%) of the assessment, whichever is greater, or at such other rates or in such other amounts as may be established by the Board of Directors from time to time. The Association may bring an action at law against the Owner personally obligated to pay the assessments, and/or without waiving any other right, at equity to foreclose the lien against the Lot in the same manner and subject to the same requirements as are specified by the law of Maryland for the foreclosure of mortgages or deeds of trust containing a power of sale or an assent to a decree, and there shall be added to the amount of such assessment interest and late charges on the assessment as provided hereinabove and court costs and attorneys' fees of not less than twenty percent (20%) of the sum claimed, whether or not a judgment is obtained. The Board of Directors may post a list of Owners who are delinquent in the payment of any assessments or other fees which may be due the Association, including any installment thereof, which becomes delinquent, in any prominent location upon the Property. No Member may exempt itself from liability for assessments by

abandonment of such Owner's Lot or by the abandonment of such Owner's right to the use and enjoyment of the Common Area or any Recreational Facilities.

(b) If the Board of Directors establishes that annual assessments shall be paid in regular installments, and an Owner fails to pay an installment when due, the Association, acting through the Board of Directors, may demand payment of the remaining installments coming due within that fiscal year. Such demand shall state that if the Owner fails to pay the installment within thirty (30) days of the demand, full payment of the remaining annual assessments will then be due and payable in full, without further notice or demand and shall constitute a lien on the Lot as provided in this Article.

(c) Steven S. Koren, acting as agent of the Association, or any substituted person designated as agent of the Association for such purpose by the recordation by the Association of a Deed of Appointment among the Land Records, shall have the absolute power, right and privilege to sell the Lot of the defaulting Owner in accordance with the Public General Laws of the State of Maryland and the Maryland Rules of Procedure relating to foreclosure of mortgages, as such Laws and Rules are from time to time amended and supplemented; provided, however, no action may be brought to enforce the lien unless and until ten (10) days' written notice has been given to the defaulting Lot Owner by certified or registered mail, return receipt requested, at the address of the defaulting Owner shown on the roster or books of the Association. Upon any sale of a Lot of a defaulting Owner, the proceeds shall be applied as follows: first, to the payment of expenses incident to such sale, including a commission to the party making the sale; second, to the payment of all claims of the Association against the defaulting Owner of the Lot, whether the same shall have matured or not; and third, the surplus, if any, to that defaulting Owner, or to whomever may be entitled to the same. It is expressly understood that at any such sale the Association may be a purchaser of the Lot, free and clear of any right or equity of redemption of the defaulting Owner, such right and equity being deemed expressly waived and released. The Association shall have the right both to institute suit for collection of the unpaid assessment and to enforce the lien of such assessment against the Lot of the defaulting Owner, provided there be but one satisfaction of the claim.

9. SUBORDINATION OF LIEN TO TAXES AND MORTGAGES. The lien of the assessments provided for herein shall be subordinate to the lien for taxes imposed by any lawful authority and to the lien of any Mortgage (unless before such Mortgage was recorded a statement of lien covering such assessment is recorded among the Land Records). No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof nor shall such sale or transfer release the Owner of the Lot from its personal obligation for any unpaid assessments.

10. EXEMPT PROPERTY. The Common Area and all Lots owned by the Association shall be exempt from the assessments created herein.

11. RESERVES FOR REPLACEMENTS.

(a) The Association shall establish and maintain a reserve fund or funds for repair and replacement of the Common Area and the Recreational Facilities and for such other purposes as the Board of Directors of the Association may deem reasonably necessary or appropriate, by the allocation and payment from the assessments to such reserve fund or funds of an amount to be designated from time to time by the Board of Directors. Such fund(s) shall be conclusively deemed to be a common expense of

the Association and may be deposited with any banking institution, the accounts of which are insured 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.

(b) 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 of the Association in any such reserves shall be considered an appurtenance of such Owner's Lot and shall not be separately withdrawn, assigned or transferred or otherwise separated from any Lot, and shall be deemed to be transferred with such Lot.

12. INITIAL WORKING CAPITAL CONTRIBUTION. At the settlement for each Lot, the sum of One Hundred Fifty Dollars (\$150.00) shall be collected from the Owner of such Lot (other than the Declarant or any Builder) for the purpose of start-up expenses and operating contingencies. The working capital contribution is a onetime charge, is not refundable, and will not be credited against annual or special assessments.

** Increased
see amendment*

ARTICLE X
INSURANCE; CASUALTY AND CONDEMNATION LOSSES

1. TYPES OF INSURANCE MAINTAINED BY ASSOCIATION. The Board of Directors shall have the authority to, and shall obtain and continue in effect, commencing not later than the date of the first conveyance of a Lot to an Owner other than the Declarant, to the extent available at reasonable rates, the following types of insurance:

(a) Insurance on all insurable improvements on the Common Area against loss or damage by fire or other hazards, including standard extended and all-risk coverage, vandalism and malicious mischief, in an amount sufficient to cover the full replacement cost of such improvements (exclusive of land, foundation and excavation) without deduction or allowance for depreciation, as determined annually by the Association with the assistance of the insurance company affording such coverage, with a deductible amount not in excess of Ten Thousand Dollars (\$10,000.00).

(b) A public liability insurance policy covering the Association, its officers, directors and managing agents, covering such risks as shall customarily be covered with respect to projects similar in construction, location and use, including but not limited to contractual liability coverage, having at least a Two Million Dollar (\$2,000,000.00) limit per total claims that arise from the same occurrence or in an amount not less than the minimum amount required by applicable law, ordinance or regulation.

(c) Workmen's compensation insurance, if and to the extent required by law.

(d) From and after the date when there is no longer a Class B membership of the Association, fidelity bonds covering all directors, officers, employees and other persons handling or responsible for the funds of the Association, naming the Association as obligee or named insured, as the circumstances may require, and in such amounts as the Board of Directors deems appropriate or as otherwise required by applicable law, and which shall contain waivers of any defense based on the exclusions of persons who serve without compensation; provided, where the Association has delegated some or all of the responsibility for the handling of funds to a management agent, such management agent

shall maintain its own fidelity bond, at its sole expense, which shall name the Association as an additional obligee.

(e) Directors and officers liability insurance including a "Legal Expense Indemnity Endorsement," affording coverage for expenses incurred in defending any suit or settling any claim, judgment or action to which such officer or director is a party by reason of service as such officer or director.

(f) Such other insurance for the benefit of the Association as the Board of Directors shall deem reasonably necessary or prudent.

2. PREMIUMS FOR INSURANCE MAINTAINED BY ASSOCIATION.

Premiums for all insurance and bonds required to be carried under Section 1 hereof or otherwise obtained by the Association shall be an expense of the Association, and shall be included in the annual assessments. The Association shall maintain and make available for inspection a copy of all insurance policies maintained by the Association.

3. POLICY PROVISIONS.

All insurance policies shall provide that they shall not be canceled or substantially modified without at least thirty (30) days prior written notice to the Declarant and the Association. Such insurance shall also contain, where applicable, a "severability of interest" endorsement which shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Association or Owners. All insurance policies shall be written by financially responsible carriers licensed to transact business within the State of Maryland.

4. CASUALTY AND CONDEMNATION.

(a) **Casualty.** In case of loss or damage to the Common Area by fire or other casualty, the Association shall, in its own name and on behalf of all of the Members, settle and adjust any claim under insurance policies which insure against such risks and deduct therefrom costs and expenses of collection (including attorneys' fees and expenses), and collect any such insurance proceeds. Each Owner hereby assigns, transfers and sets over unto the Association, all insurance proceeds, rights of action or other claims with respect to any damage or destruction of the Common Area. Any and all insurance proceeds received by the Association by reason of any damage or destruction of the Common Area, after deducting therefrom all of its expenses, including attorneys' fees, shall be used for the cost of the rebuilding or restoration of the Common Area, unless at least two-thirds (2/3) of the votes of the Members of the Association shall decide not to repair or reconstruct at a meeting of the membership duly called for such purpose. If the improvements are not to be repaired or reconstructed and no alternative improvements are authorized by the Members, the damaged Common Area shall be restored to its natural state and maintained as an undeveloped portion of the Common Area by the Association in a neat and attractive condition. In such event, any excess insurance proceeds shall be paid over to the Association for the benefit of the Property, which proceeds may be used and/or distributed as determined by the Board of Directors, in its reasonable discretion.

(b) **Condemnation.** The Association, immediately upon obtaining knowledge of the threat of the institution or the institution of any proceeding for the condemnation of the Common Area or any portion thereof, shall notify all Owners in writing of the pendency thereof. Each Owner hereby assigns, transfers and sets over unto the Association, all compensation, rights of action, the entire proceeds of any award and any claim for damages for any of the Common Area (other than those located upon its Lot) taken or

damaged under the power of eminent domain or by condemnation or by sale in lieu thereof. The Association may, at its option, commence, appear in and prosecute, in its own name and on behalf of all of the Members, any action or proceeding with respect to the Common Area, or make any compromise or settlement in connection with such condemnation or taking under the power of eminent domain or sale in lieu thereof. After deducting therefrom all of its expenses, including attorneys' fees, the Association may elect to apply the proceeds of the award to the restoration or rebuilding of the Common Area. If the improvements are not to be rebuilt or restored pursuant to a vote by the Owners as provided in subsection (a) above, and no alternative improvements are authorized by the Owners, then and in that event the remaining Common Area shall be restored to its natural state and maintained as an undeveloped portion of the Common Area by the Association in a neat and attractive condition. In such event, any excess award shall be paid over to the Association for the benefit of the Property, which proceeds may be used and/or distributed as determined by the Board of Directors, in its reasonable discretion.

5. REPAIR AND RECONSTRUCTION OF COMMON AREA. If any improvements on the Common Area are damaged or destroyed, and the proceeds of insurance (or, in the event of a condemnation, any award) received by the Association are not sufficient to pay in full the cost of the repair and reconstruction of the improvements, the Board of Directors shall, without the necessity of a vote of the Owners, levy a special assessment against all Owners in order to cover the deficiency (including but not limited to any deductible amount) in the manner provided in Article IX hereof. If the proceeds of insurance or the condemnation award exceed the cost of repair, such excess shall be retained by the Association and used for such purposes as the Board of Directors shall determine in its reasonable discretion.

6. HAZARD INSURANCE ON IMPROVED LOTS. Each Owner of an improved Lot at all times shall maintain fire and extended coverage insurance or other appropriate damage and physical loss insurance, in an amount equal to not less than one hundred percent (100%) of the current replacement value of the improvements on the Lot, excluding land, foundation and excavation.

7. OBLIGATION OF LOT OWNER TO REPAIR AND RESTORE. In the event of any damage or destruction of the improvements on a Lot, the insurance proceeds from any insurance policy on an improved Lot, unless retained by a Mortgagee of a Lot, shall be applied first to the repair, restoration or replacement of the damaged or destroyed improvements. Any such repair, restoration or replacement shall be done in accordance with the plans and specifications for such improvements originally approved by the Declarant or the Design Review Board unless the Owner desires to construct improvements differing from those so approved, in which event the Owner shall submit plans and specifications for the improvements to the Design Review Board and obtain its approval prior to commencing the repair, restoration or replacement. If any Mortgagee does not permit insurance proceeds to be used to restore any damaged or destroyed improvements, and the Owner does not otherwise restore such improvements, then the Owner of such Lot shall raze the improvements and return the Lot to its natural condition free of all debris.

**ARTICLE XI
RIGHTS OF MORTGAGEES**

1. GENERAL. Regardless of whether a Mortgagee in possession of a Lot is its Owner, (i) such Mortgagee in possession shall have all of the rights under the provisions of this Declaration, the Plans of Wellington, the articles of incorporation

and the bylaws of the Association and applicable law, which would otherwise be held by such Owner, and (ii) the Association and each other Owner or person shall be entitled, in any matter arising under the provisions of this Declaration and involving the exercise of such rights, to deal with such Mortgagees in possession as if it were the Owner of the Lot. Any Mortgagee in possession of a Lot shall (subject to the operation and effect of the provisions of this Declaration, the articles of incorporation and the bylaws of the Association and applicable law) bear all of the obligations under the provisions thereof which are borne by the Owner of such Lot; provided, that nothing in the foregoing provisions of this section shall be deemed in any way to relieve any Owner of any such obligation, or of any liability to such Mortgagee on account of any failure by such Owner to satisfy any of the same.

2. **INSPECTION, STATEMENT AND NOTICE.** A Mortgagee shall, upon written request to the Association, which request shall set forth the mailing address for notices to such Mortgagee, be entitled to:

- (a) inspect the Association's books and records during normal business hours;
- (b) receive an annual financial statement of the Association within ninety (90) days after the end of any fiscal year of the Association;
- (c) be given timely written notice of all meetings of the membership, and designate a representative to attend all such meetings; and
- (d) be given timely written notice of the occurrence of any substantial damage to or destruction of the Common Area, or if the Common Area is made the subject of any condemnation or eminent domain proceeding or the acquisition thereof is otherwise sought by any condemning authority.

3. **RIGHTS OF SECOND LENDER.** The Second Lender shall have the right to inspect the Association's books and records and to notices contained in Section 2 above.

ARTICLE XII MISCELLANEOUS

1. **TERM.** Except where permanent easements or other permanent rights or interests are herein created, this Declaration shall run with and bind the title to the Property (including the Lots) for a period of forty (40) years from the date this Declaration is recorded, after which time this Declaration shall automatically be extended for successive periods of ten (10) years each, unless and until an instrument signed by the then Owners of two thirds (2/3) of the Lots subject to the Declaration has been recorded stating that this Declaration shall expire at the end of the then current term.

2. **ENFORCEMENT.**

(a) The provisions of this Declaration shall be enforceable only by the Declarant and the Association and their respective legal representatives, successors and assigns, by proceedings at law or in equity against any person or persons violating or attempting to violate any provision of this Declaration, either to restrain the violation or to recover damages, or both.

(b) In acquiring title to any Lot, the purchaser or purchasers violating or attempting to violate any provision of this

Declaration, agree to reimburse the Declarant and/or the Association, within thirty (30) days of written demand, for all costs and expenses incurred as a result of the said violation or attempted violation, including but not limited to, court costs and attorneys' fees, to the same extent that an Owner is liable for an assessment levied against its Lot. The liability for such costs shall also be the personal obligation of such Owner.

(c) The Association, acting through the Design Review Board and/or the Board of Directors, or the Declarant, shall each also have the right, but not the obligation upon (i) thirty (30) days prior written notice to any Owner with respect to the exterior of any dwelling; (ii) ten (10) days for yard maintenance; and (iii) twenty-four (24) hours for snow removal, and, in any case, such shorter period as may be necessary if an emergency situation exists which poses imminent danger to persons or property, to abate and remove any breach or violation of the provisions of this Declaration by any Owner or other person or entity at the cost and expense of the defaulting party, all in accordance with the provisions of Article IX hereof; provided, that if any such abatement or removal requires altering or demolishing any item of construction, judicial proceedings shall be instituted prior to executing any such alteration or demolition. The Association and the Declarant shall have the further right, but not the obligation, through its agents, employees or committees, including but not limited to the Design Review Board, upon fifteen (15) days' notice, or such shorter period as may be reasonably necessary under the circumstances, to enter upon and inspect the exterior of any Lot at any reasonable time, for the purpose of ascertaining whether any violation of the provisions of this Declaration exist. Such right of entry shall be exercised in accordance with the provisions of Article III, Section 4 of this Declaration. Neither the Association, the Declarant, nor any agent or employee, shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

3. **NO WAIVER.** The failure or forbearance by the Declarant or the Association to enforce any covenant, restriction or provision herein contained shall in no event be deemed a waiver of the right to thereafter enforce such covenants, restrictions or provisions.

4. **COVENANTS TO RUN WITH LAND.** Each conveyance of a Lot, or of any interest in a Lot, or of the Common Area, or any portion thereof, by the Declarant, any Builder, or any Owner, shall be deemed to be subject to this Declaration, whether or not the deed of conveyance shall so state, to the effect that the covenants and restrictions contained herein shall run with the title to each Lot and the Common Area, as applicable, and be binding on and benefit all parties having or acquiring any right, title or interest in such real property.

5. **NOTICES.** Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, by ordinary mail, postage paid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing. Any notice to be sent to Declarant shall be deemed to have been properly sent when mailed, postage prepaid, to Bear Branch Associates, LLC, 8815 Centre Park Drive, Suite 304, Columbia, Maryland 21045, or to any other address that Declarant may specify in a notice mailed to the Association. Any notice to be sent to the Landowner shall be deemed to have been properly sent when mailed, postage prepaid, to 1325 G Street Associates Limited Partnership, c/o Gould Property Company, 5601 Van Dusen Road, Laurel, Maryland 20725, or to any other address that the Landowner may specify in a notice mailed to the Declarant and the Association.

6. **SEVERABILITY.** Invalidation of any one of the provisions of this Declaration by judgment, decree or order shall in no way affect any other provisions hereof, each of which shall remain in full force and effect.

7. **CAPTIONS AND GENDERS.** 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.

8. **AMENDMENT.**

(a) For so long as there is a Class B membership of the Association, the vote (in person or by proxy) at a meeting of the Association duly called for such purpose, or written consent of (i) at least a majority of the Class A Members of the Association, (ii) the Declarant, and (iii) the Landowner, if the Landowner owns any of the Remaining Sections, shall be required to add to, amend, revise or modify this Declaration. The Landowner's consent to any such amendment or modification shall not be unreasonably withheld, conditioned or delayed and, if the Landowner's consent or refusal of consent is not received within thirty (30) days after a written request for such consent, such consent shall be deemed given. Following the lapse of the Class B membership in the Association, this Declaration may be amended with the vote (in person or by proxy) at a meeting of the Association duly called for such purpose, or written consent of, a majority of the Class A Members of the Association. The foregoing amendment procedure shall not apply to the Declarant's unilateral right to annex additional land to the Property subject to this Declaration as set forth in Article II hereof. Notwithstanding anything to the contrary contained herein, in no event may any of Declarant's rights or privileges under the articles of incorporation or bylaws of the Association or this Declaration be terminated, altered or amended without Declarant's prior written consent.

(b) An amendment or modification shall be executed by the President or Vice-President and Secretary of the Association, who shall certify that the amendment or modification has been approved as hereinabove provided, and by the Declarant, for so long as there is a Class B Membership. The amendment shall be recorded in the Land Records. Unless a later date is specified in any such instrument, any amendment to this Declaration shall become effective on the date of recording. For the purpose of recording such instrument, each Owner, other than the Declarant, hereby grants to the President or Vice-President and Secretary of the Association, an irrevocable power of attorney to act for and on behalf of each and every Owner in certifying, executing and recording said instrument.

(c) Anything set forth herein to the contrary notwithstanding, the Declarant shall have the absolute unilateral right, power and authority to modify, revise, amend or change any of the terms or provisions of this Declaration, (i) if any governmental or quasi-governmental authority providing federal mortgage loan financing for any Lot shall require such action as a condition precedent to the approval by such agency of the Property or any Lot for federally-approved mortgage financing purposes; (ii) if required by the City of Laurel or Prince George's County,

10447. 299

WITNESS:

Lawrence Levit
Lawrence A. Levit, TRUSTEE (SEAL)

THE SECOND LENDER:

1325 G STREET ASSOCIATES LIMITED PARTNERSHIP

By: Gould Property Company
General Partner

Donell Gould

Caleb Gould (SEAL)
Caleb Gould
Vice President

STATE OF MARYLAND, COUNTY OF Frederick, TO WIT:

I HEREBY CERTIFY that on this 27th day of October, 1995, before, me, the subscriber, a Notary Public of the State of Maryland, personally appeared STEVEN S. KOREN, who acknowledged himself to be the duly authorized President of BEAR BRANCH ASSOCIATES, LLC, the Declarant named in the foregoing instrument, and as such officer, being authorized to do so, executed the foregoing Declaration of Covenants, Conditions and Restrictions for the purposes therein contained by signing the name of the said entity by himself as such officer, and acknowledged that the foregoing is the act and deed of said entity.

AS WITNESS my hand and seal.

Carol Ann Sale
Notary Public

My Commission Expires: 8/1/98

STATE OF MARYLAND, COUNTY OF Anne Arundel, TO WIT:

I HEREBY CERTIFY that on this 20th day of October, 1995, before, me, the subscriber, a Notary Public of the State of Maryland, personally appeared CALEB GOULD, who acknowledged himself to be the duly authorized Vice President of GOULD PROPERTY COMPANY, the General Partner of 1325 G STREET ASSOCIATES LIMITED PARTNERSHIP, the Landowner named in the foregoing instrument, and as such officer, being authorized to do so, executed the foregoing Declaration of Covenants, Conditions and Restrictions for the purposes therein contained by signing the name of the said entity by himself as such officer, and acknowledged that the foregoing is the act and deed of said entity.

AS WITNESS my hand and seal.

Carol Ann Sale
Notary Public

My Commission Expires: November 1, 1997

K0447. 301

STATE OF MARYLAND, COUNTY OF Anne Arundel, TO WIT:

I HEREBY CERTIFY that on this 24th day of October, 1995, before me, the subscriber, a Notary Public for the State of Maryland, personally appeared CALEB GOULD, who acknowledged himself to be the duly authorized Vice President of GOULD PROPERTY COMPANY, the General Partner of 1325 G STREET ASSOCIATES LIMITED PARTNERSHIP, the Second Lender named in the foregoing instrument, and, as such officer, being authorized to do so, executed the foregoing Declaration of Covenants, Conditions and Restrictions for the purposes therein contained by signing the name of the said entity by himself as such officer, and acknowledged that the foregoing is the act and deed of said entity.

AS WITNESS my hand and seal.

Diare M. John
Notary Public

My Commission Expires: 11/24/97

THE UNDERSIGNED hereby certifies that the within instrument has been prepared by the undersigned, an attorney admitted to practice law before the Court of Appeals of Maryland.

Nancy Haas
Nancy Haas

THE VILLAGES AT WELLINGTON COMMUNITY ASSOCIATION, INC.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

EXHIBIT A

DESCRIPTION OF SECTION 1

BEING KNOWN AND DESIGNATED AS Lots 1 thru 7 and 21 thru 29, Open Space Parcel "A", part of Parcel "B", Parcel "D", Roadbeds of Stratfield Lane and Stratfield Circle and .4492 acre Street Dedication Area, as shown on the Plat entitled, "SECTION ONE PLAT ONE THE VILLAGES AT WELLINGTON, Laurel District #10, Prince George's County, Maryland," which Plat is recorded among the Land Records of Prince George's County in Plat Book VJ 170, folio 36; and

BEING KNOWN AND DESIGNATED AS Lots 30 thru 37, Part of Open Space Parcel "B", Open Space Parcel "E", the .5894 acre Street Dedication Area, and the Roadbed of Stratfield Circle, as shown on the Plat entitled, "SECTION ONE PLAT TWO THE VILLAGES AT WELLINGTON, Laurel District #10, Prince George's County, Maryland" which Plat is recorded among the Land Records of Prince George's County, Maryland in Plat Book VJ 170, folio 37; and

BEING KNOWN AND DESIGNATED AS Part of Open Space Parcel "B," as shown on the Plat entitled, "SECTION ONE PLAT THREE THE VILLAGES AT WELLINGTON, Laurel District #10, Prince George's County, Maryland," which Plat is recorded among the Land Records of Prince George's County, Maryland in Plat Book VJ 170, folio 38; and

BEING KNOWN AND DESIGNATED AS Lots 8 thru 13 and 15 thru 20, Part of Open Space Parcel "H", and Roadbed of Stratfield Lane, as shown on the Plat entitled, "SECTION ONE PLAT FOUR THE VILLAGES AT WELLINGTON, Laurel District #10, Prince George's County, Maryland," which Plat is recorded among the Land Records of Prince George's County, Maryland in Plat Book VJ 170, folio 39; and

BEING KNOWN AND DESIGNATED AS Lot 14, Open Space Parcel "G", Roadbeds of Stratfield Lane and Aylesford Lane, and Part of Open Space Parcel "H", as shown on the Plat entitled, "SECTION ONE PLAT FIVE THE VILLAGES AT WELLINGTON, Laurel District #10, Prince George's County, Maryland," which Plat is recorded among the Land Records of Prince George's County, Maryland in Plat Book VJ 170, folio 40.

BEING KNOWN AND DESIGNATED AS Part of Parcel "H", as shown on the Plat entitled, "SECTION ONE PLAT SIX THE VILLAGES AT WELLINGTON, Laurel District #10, Prince George's County, Maryland," which Plat is recorded among the Land Records of Prince George's County, Maryland in Plat Book VJ 170, folio 41.

NOTE: All Roadbeds, Street Dedication Areas and Parcel "H" are intended to be dedicated to Prince George's County, Maryland.

11/17, 2003

THE VILLAGES AT WELLINGTON COMMUNITY ASSOCIATION, INC.
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

EXHIBIT B

DESCRIPTION OF REMAINING SECTIONS

(See Next 10 Pages)

December 17, 1993

**DESCRIPTION OF
257.945 ACRES, MORE OR LESS
LAUREL DISTRICT NO. 10, PRINCE GEORGE'S COUNTY, MARYLAND**

BEING two tracts of land, east and west of Van Dusen Road and being part of Tract 27A and part of Tract 27B as described in a deed from John J. Sexton and Kingdon Gould, Jr., (Trustees and Successor Trustee under a Trust Agreement dated December 23, 1981) to 1325 G Street Associates Limited Partnership, a Maryland limited partnership dated June 24, 1982 and recorded in the Land Records of Prince George's County, Maryland in Liber 5548 folio 921 and being part of the land described in a deed from Robert H. LeFever and Holly K. LeFever to Kingdon Gould, Jr., trustee, dated May 15, 1987 and recorded in the aforementioned Land Records in Liber 6650 folio 152 and being more particularly described as follows:

PARCEL A - EAST TRACT

BEGINNING for the same at the end of the second or North $11^{\circ}03'49''$ East 103.37 foot line of Parcel A of the First 1983 Annexation to the City of Laurel, said line also being the extension of the first or South $11^{\circ}03'24''$ West 4,253.15 foot line of the aforementioned Tract 27B and the southerly line of Cherry Lane; thence with bearings and distances adjusted to Maryland Grid North according to NAD 83/91 datum leaving Cherry Lane and binding on the westerly outline of Laurel Lakes and binding reversely on the second and first lines of said Parcel A and on the aforementioned Tract 27B.

- 1) South $11^{\circ}03'34''$ West, 4,253.20 feet to a monument found, passing in transit at 103.37 feet in said line a monument found; thence leaving Parcel A and binding on

DESCRIPTION OF 257.945 ACRES

PAGE 2

- the westerly outline of Braygreen Industrial Center as shown on a plat recorded in the Plat Records of Prince George's County, Maryland in Plat Book 109, Plat No. 50
- 2) South $15^{\circ}50'53''$ West, 573.82 feet to a pinch pipe found marking the northeasternmost corner of Parcel A of Rosedale as recorded in the aforementioned Plat Records in Plat Book 130 Plat Number 100; thence binding on the northerly line of Rosedale
 - 3) North $81^{\circ}57'42''$ West, 868.41 feet to a concrete monument found in the easterly outline of the property of Nicola C. Nickles as described in deeds dated February 14, 1979 and July 27, 1957 and recorded in the aforementioned Land Records in Liber 5060 folio 743 and Liber 2131 folio 232 respectively; thence binding on the Nickles outline
 - 4) North $18^{\circ}14'10''$ East, 584.05 feet to a stone found; thence continuing with the Nickles outline and also the northerly line of the property conveyed to Lawrence I. Kasdon by deed dated July 16, 1976 and recorded in the aforementioned Land Records in Liber 4642 folio 094
 - 5) North $82^{\circ}06'26''$ West, 1,084.16 feet to the outline of the property of Gary Janoske and Diana S. Janoske as described in a deed dated December 27, 1983 and recorded in the aforementioned Land Records in Liber 6260 folio 222, passing over a two foot tall rebar found 5.61 feet from the end of said line; thence binding on the Janoske outline the following two courses and distances:
 - 6) North $07^{\circ}33'14''$ East, 47.29 feet and

DESCRIPTION OF 257.945 ACRES

- 7) South $63^{\circ}21'03''$ West, 562.14 feet to the outline of the Alan H. and Karen L. Teramura property as described in a deed dated July 25, 1986 and recorded in the aforementioned Land Records in Liber 6385 folio 350; thence binding on said outline
- 8) North $02^{\circ}05'40''$ East, 419.00 feet to a pipe found in the outline of the property of Eugene Talbert as described in a deed dated March 21, 1946 and recorded in the aforementioned Land Records in Liber 837 folio 013; thence binding on the Talbert outline the following two courses and distances:
 - 9) South $88^{\circ}24'22''$ East, 100.88 feet to a pipe found and
 - 10) North $02^{\circ}05'40''$ East, 149.27 feet to intersect the southerly outline of Greater Laurel Professional Park as recorded in the aforementioned Plat Records in Plat Book 99 Plat Number 79 (see also Plat Book 107 Plat Number 93 and Plat Book 123 Plat Number 35); thence binding on the Greater Laurel Professional Park outline the following four courses and distances:
 - 11) South $88^{\circ}22'33''$ East, 333.26 feet, passing in transit a pinch pipe found at 32.79 feet and a rebar found at 319.48 feet from the beginning of said line
 - 12) South $59^{\circ}43'38''$ East, 251.73 feet to a 1" iron bar found,
 - 13) North $41^{\circ}06'22''$ East, 1,567.91 feet, passing in transit a pipe found at 621.63 feet in said line
 - 14) North $48^{\circ}57'49''$ West, 1,007.07 feet, passing in transit a pipe found at 629.76 feet in said line, to the easterly outline of Van Dusen Road as described in Schedule A of a deed to Prince George's County, Maryland dated February 25, 1993 and recorded in

DESCRIPTION OF 257.945 ACRES

the aforementioned Land Records in Liber 8677 folio 059 and as shown on Prince George's County Right-of-Way Plat No. 1447; thence binding on the easterly outline of Van Dusen Road with Plats 1447 and 1446 the following ten courses and distances:

- 15) North $41^{\circ}08'22''$ East, 298.77 feet,
- 16) North $88^{\circ}28'43''$ East, 81.24 feet,
- 17) North $32^{\circ}56'43''$ East, 107.97 feet,
- 18) North $08^{\circ}59'50''$ West, 44.13 feet,
- 19) With the arc of a curve to the left 648.59 feet, said curve having a radius of 1,344.97 feet and a chord of North $19^{\circ}11'41''$ East, 642.32 feet,
- 20) With the arc of a curve to the left 324.23 feet, said curve having a radius of 1,077.80 feet and a chord of North $03^{\circ}14'17''$ West, 323.00 feet,
- 21) North $11^{\circ}51'24''$ West, 451.43 feet,
- 22) With the arc of a curve to the right 325.89 feet, said curve having a radius of 949.78 feet and a chord of North $02^{\circ}01'36''$ West, 324.30 feet,
- 23) North $07^{\circ}48'11''$ East, 97.25 feet, and
- 24) North $55^{\circ}58'04''$ East, 15.05 feet to intersect the fifty-second or North $79^{\circ}45'33''$ West, 254.35 foot line as described in Parcel B of the First 1983 Annexation to the City of Laurel; thence binding reversely on part of the fifty-second and the fifty-first through forty-sixth lines of Parcel B and the southerly side of Cherry Lane
- 25) South $79^{\circ}47'00''$ East, 129.35 feet,
- 26) South $73^{\circ}10'36''$ East, 318.46 feet,

DESCRIPTION OF 257.945 ACRES

- 27) South 83°17'34" East, 501.11 feet,
- 28) South 87°44'53" East, 86.21 feet,
- 29) South 79°46'59" East, 546.45 feet,
- 30) With the arc of a curve to the right 45.80 feet, said curve having a radius of 5,735.83 feet and a chord of South 79°36'27" East, 45.80 feet, and
- 31) South 79°22'43" East, 237.74 feet to the point of beginning.

Containing 170.555 acres, more or less, as described by Greenman-Pedersen, Inc. from a field survey in December, 1993.

PARCEL B - WEST TRACT

BEGINNING for the same at a rebar and cap found on the westerly right-of-way of Van Dusen Road as described in a deed to Prince George's County, Maryland dated December 28, 1982 and recorded in the aforementioned Land Records in Liber 5657 folio 008, said right-of-way being shown on Right-of-Way Plat Number 1342, said rebar and cap also marking the northeasternmost corner of the property as described in a deed to Oseh Shalom, Inc., a Maryland Corporation, dated June 28, 1990 and recorded in the aforementioned Land Records in Liber 7694 folio 569, said property is also shown on a plat entitled "Parcel One, Oseh Shalom Subdivision" recorded in the Plat Records of Prince George's County, Maryland in Plat Book NLP 151 Plat No. 016; thence leaving Van Dusen Road and binding on the Oseh Shalom outline the following five courses and distances:

- 1) South 59°11'46" West, 62.13 feet to a rebar and cap found
- 2) North 63°21'42" West, 106.55 feet to a rebar and cap found

DESCRIPTION OF 257.945 ACRES

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- 3) With the arc of the curve to the left 300.19 feet, said curve having a radius of 678.77 feet and a chord of North $75^{\circ}55'10''$ West, 297.75 feet,
- 4) South $11^{\circ}12'24''$ West, 90.34 feet and
- 5) South $24^{\circ}11'54''$ West, 467.59 feet to intersect the northerly outline of Parcel A as shown on a plat entitled Parcel A, Block A, Greater Laurel Hospital as recorded in the aforementioned Plat Records in Plat Book 92 Plat Number 71; thence binding on said northerly outline
- 6) North $65^{\circ}56'20''$ West, 387.64 feet to a pipe found
- 7) South $84^{\circ}10'12''$ West, 1,249.62 feet to intersect the nineteenth or North $02^{\circ}34'23''$ East, 568.52 foot line of the aforementioned Tract 27B, said line also being the easterly right-of-way of Contee Road; thence binding on part of said nineteenth and the twentieth lines
- 8) North $02^{\circ}31'17''$ East, 267.30 feet and
- 9) North $18^{\circ}21'38''$ West, 290.51 feet to the outline of the property of James L. and Irene V. Skinner as described in a deed dated August 9, 1965 and recorded in the aforementioned Land Records in Liber 3187 folio 004; thence binding on the Skinner outline the following three courses and distances:
 - 10) North $76^{\circ}05'02''$ East, 466.85 feet to a rebar found,
 - 11) North $08^{\circ}53'44''$ West, 369.97 feet to a rebar found and
 - 12) North $12^{\circ}24'20''$ West, 268.58 feet to the outline of the Charles D. A. Robey's Farmlets as recorded in the aforementioned Plat Records in Plat Book 6 Plat Number

DESCRIPTION OF 257.945 ACRES

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- 11, passing in transit a rebar found at 264.29 feet in said line; thence binding on the Farmlets outline
- 13) North $62^{\circ}10'22''$ East, 607.38 feet to a stone found in the southeast corner of Lot 23A as shown on a Subdivision of Lot 23, Hill's Subdivision as recorded in the aforementioned Plat Records in Plat Book 4 Plat Number 7; thence binding on the easterly side of Lot 23A
- 14) North $09^{\circ}57'22''$ East, 931.58 feet to the south side of Cherry Lane as described in a deed dated July 17, 1974 and recorded in the aforementioned Land Records in Liber 4463 folio 369; thence with Cherry Lane the following five courses and distances:
- 15) With the arc of a curve to the right 287.53 feet, said curve having a radius of 1,877.86 feet and a chord of South $72^{\circ}55'12''$ East, 287.25 feet
- 16) South $68^{\circ}45'40''$ East, 414.69 feet,
- 17) With the arc of a curve to the left 164.10 feet, said curve having a radius of 1,941.86 feet and a chord of South $71^{\circ}10'51''$ East, 164.06 feet,
- 18) South $68^{\circ}44'03''$ East, 49.13 feet and
- 19) South $81^{\circ}33'33''$ East, 37.36 feet to a 1" rebar found; thence leaving Cherry Lane and binding on the westerly outline of the property of Dorothy V. Martin and A. Leo Martin as described in a deed dated February 3, 1967 and recorded in the aforementioned Land Records in Liber 3438 folio 248 and also binding on the westerly outline of the property described in Schedule B of a deed to Prince George's County, Maryland dated February 25, 1993 and recorded in the aforementioned Land

DESCRIPTION OF 257.945 ACRES

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Records in Liber 8677 folio 059

- 20) South $03^{\circ}51'43''$ West, 234.03 feet; thence continuing with the outline of the Prince George's County property
- 21) With the arc of a curve to the left 34.55 feet, said curve having a radius of 764.00 feet and a chord of South $48^{\circ}56'23''$ East, 34.54 feet, and
- 22) South $50^{\circ}35'08''$ East, 298.47 feet to the westerly side of the residue of the aforementioned Kingdon Gould Jr. property; thence with the common line between the Prince George's County and Gould properties
- 23) South $51^{\circ}00'32''$ East, 207.52 feet; thence leaving the Gould property and continuing with the Prince George's County property
- 24) South $50^{\circ}39'30''$ East, 105.32 feet and
- 25) With the arc of the curve to the right 99.16 feet, said curve having a radius of 672.62 feet and a chord of South $46^{\circ}26'06''$ East, 99.07 feet to the westerly outline of Van Dusen Road as shown on the Prince George's County Plat 1343; thence binding on the westerly outline of Van Dusen Road as shown on Plat 1343 and 1342
- 26) South $00^{\circ}45'29''$ West, 258.66 feet and
- 27) With the arc of a curve to the right 828.91 feet, said curve having a radius of 2,213.37 feet and a chord of South $11^{\circ}29'03''$ West, 824.08 feet to the point of beginning.

Containing 87.390 acres, more or less, as surveyed by Greenman-Pedersen Inc. in December, 1993.

The above two tracts being subject to the following easements of record:

1. 8677/059 to Prince George's County Drainage Easements:
 - Schedule D - East side Van Dusen Road Plat 1447 and 1448.
 - Schedule E - East side Van Dusen Road Plat 1446 and 1447.
 - Schedule F - West side Van Dusen Road Plat 1446 and 1447.
2. 5657/028 - Storm Drain Easements
 - Parcel I - West side Van Dusen Road at Bear Branch.
 - Parcel II - East side Van Dusen Road at Bear Branch.
 - Parcel III - North side of Hospital to Bear Branch.
3. 5657/021 - Floodway Easement - along Bear Branch - West of Van Dusen Road (all within later Flood Plain Easement 7366/826 - See No. 6).
4. 5919/595 - Slope Easement - East side Contee Road at Northwest corner of Hospital.
5. 7568/396 - Storm Drain Easement from west end of street on the north side of the Synagogue to the other drainage easement from the Hospital to Bear Branch. (No. 2 Parcel III above)
6. 7366/826 Floodplain Easement - along Bear Branch from East end of site to within 100 feet of the west end of site. (Part I includes all of 5657/021 Floodway Easement.)
7. 5993/477 Storm Drain Right-of-Way to WSSC - East side of Contee Road.
8. 6103/811 Storm Drain Right-of-Way to WSSC - Adjacent to Laurel Lakes on Easterly line of site.
9. 8179/303 WSSC Right-of-Way for sewer. East and West of Van Dusen Road.

DESCRIPTION OF 257.945 ACRES

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10. 7624/558 - Obligates Oseh Shalom and the owner of this site to road improvements on Cypress Street (Olive Branch Way).
11. 7694/575 - Grading Easement along north and west side of Oseh Shalom Parcel.
12. 7540/134 - Declaration of Covenants for Storm Water Facility Maintenance for Oseh Shalom.
13. 2496/024 - To Baltimore Gas & Electric Company right-of-way along East side Contee Road adjacent to site.
14. 5293/091 - Easement for Storm Drain South side of Laurel Professional Park.
15. 4463/375 Storm Drain Easements.
Parcel I - 12 by 35 feet along South side of Cherry Lane at Northeast corner. Of site.
Parcel II - West side of Van Dusen Road. Within Fire Station Parcel.
16. Plat Book 151 No. 16 establishes a 10 foot utility easement along Cypress Street (Olive Branch Way).
17. 2444/154 WSSC Right-of-Way for Water Main
18. 4693/125 & 5554/214 - WSSC Right-of-Way for sewer lines
19. Right-of-way entry to Department of Natural Resources in conjunction with Surface Mining Permit Site Inspection.

SAVING AND EXCEPTING ALL OF THE PROPERTY DESCRIBED IN EXHIBIT A TO THE FOREGOING DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, WHICH PROPERTY HAS BEEN SUBJECT TO THE LIEN, OPERATION AND EFFECT OF THE DECLARATION AS OF THE DATE SET FORTH HEREINABOVE.

THE VILLAGES AT WELLINGTON COMMUNITY ASSOCIATION, INC.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

EXHIBIT C

DESCRIPTION OF THE SECTION 1 COMMON AREA

BEING KNOWN AND DESIGNATED AS Open Space Parcel "A", part of Parcel "B", and Parcel "D", as shown on the Plat entitled, "SECTION ONE PLAT ONE THE VILLAGES AT WELLINGTON, Laurel District #10, Prince George's County, Maryland," which Plat is recorded among the Land Records of Prince George's County in Plat Book VJ 170, folio 36.

BEING KNOWN AND DESIGNATED AS Part of Open Space Parcel "B", and Open Space Parcel "E", as shown on the Plat entitled, "SECTION ONE PLAT TWO THE VILLAGES AT WELLINGTON, Laurel District #10, Prince George's County, Maryland," which Plat is recorded among the Land Records of Prince George's County, Maryland in Plat Book VJ 170, folio 37; and

BEING KNOWN AND DESIGNATED AS Part of Open Space Parcel "B" as shown on the Plat entitled, "SECTION ONE PLAT THREE THE VILLAGES AT WELLINGTON, Laurel District #10, Prince George's County, Maryland," which Plat is recorded among the Land Records of Prince George's County, Maryland in Plat Book VJ 170, folio 38; and

BEING KNOWN AND DESIGNATED AS Open Space Parcel "G" as shown on the Plat entitled, "SECTION ONE PLAT FIVE THE VILLAGES AT WELLINGTON, Laurel District #10, Prince George's County, Maryland," which Plat is recorded among the Land Records of Prince George's County, Maryland in Plat Book VJ 170, folio 40.

00447. 315

MR. CLERK: Upon recordation, please return this instrument to:

Nancy Haas, Esquire
Abramoff, Neuberger and Linder, LLP
Suite 800
250 West Pratt Street
Baltimore, Maryland 21201
(410) 539-8300

10447. 316

State of Maryland Land Instrument Intake Sheet
Baltimore City & County: PRINCE GEORGES COUNTY
Information provided is for the use of the Clerk's Office, State Department of Assessments and Taxation, and County Finance Office only.

(Type or Print in Black Ink Only - All Copies Must Be Legible)
[] Check Box if Addendum Intake Form is Attached.

1 Type(s) of Instrument: Deed, Mortgage, Lease, etc.
2 Conveyance Type: Improved Sale, Unimproved Sale, etc.
3 Tax Exemptions: Recordation, State Transfer, County Transfer.
4 Consideration and Tax Calculations: Purchase Price, Transfer Tax, etc.
5 Fees: Recording Charge, Surcharges, etc.
6 Description of Property: VILLAGES AT WASHINGTON, etc.
7 Transferred From: BARR BRANCH ASSOCIATES LLC.
8 Transferred To:
9 Other Names to Be Indexed:
10 Contact/Mail Information: STUART C RESNICK, Executive Title Group, Ltd.
11 Assessment Information: Will the property be conveyed to the grantee's principal residence?
Assessment Use Only - Do Not Write Below This Line

Distribution: White - Clerk's Office
Canary - SDAT
Pink - Office of Finance
Goldendot - Preparer

DEED

THIS DEED, made this _____ day of _____, 199_, by and between BEAR BRANCH ASSOCIATES, LLC, a Maryland limited liability company ("Grantor"), and THE VILLAGES AT WELLINGTON COMMUNITY ASSOCIATION, INC., a Maryland non-stock corporation (the "Association"),

WITNESSETH, THAT FOR AND IN CONSIDERATION of the premises (the actual consideration paid or to be paid for the within conveyance being \$0.00), and for other consideration, the receipt and adequacy of which are hereby acknowledged, the Grantor hereby grants and conveys unto the Association and its successors and assigns, in fee simple, all of that land in the City of Laurel, Prince George's County, Maryland, which is described on Exhibit A attached hereto,

TOGETHER WITH any and all improvements thereon and any and all rights, alleys, ways, waters, privileges, easements, appurtenances and advantages, to the same belonging or in any way appertaining (all of which land, improvements, easements and appurtenances are hereinafter referred to collectively as the "Property"),

TO HAVE AND TO HOLD the Property unto and to the proper use and benefit of the Association and its successors and assigns, in fee simple, subject to the operation and effect of any and all instruments and matters of record.

WITHOUT LIMITING THE GENERALITY of the foregoing provisions of this Deed, the Association hereby acknowledges and agrees, for itself and its successors and assigns, (1) that the title to the Property being conveyed to the Association by this Deed is encumbered by, and is being conveyed subject to (a) the operation and effect of an instrument entitled "Declaration of Covenants, Conditions and Restrictions" dated _____, 199_, and recorded among the Land Records of Prince George's County, Maryland, in Liber _____, folio _____, at SAQ. (hereinafter, as amended, referred to collectively as the "Declaration"), and (b) all other easements and restrictions of record; (2) that the Property is part of the "Common Area," as that term is defined in the Declaration; and (3) that the Association shall, by its execution and acceptance of delivery of this Deed, be bound by the operation and effect of the Declaration.

THE ASSOCIATION, by its acceptance of this Deed, does hereby assume all liability, responsibility and duty for the care, operation and maintenance of the Property hereby conveyed, subject, however, to any rights the Grantor or any other person or entity may have pursuant to the Declaration, and further agrees to indemnify and hold harmless the Grantor and its respective successors and assigns, from any loss, liability or damage (including attorneys' fees and court costs) arising out of or resulting from the failure of the Association to care for, maintain or properly operate the Property herein conveyed in accordance with the provisions of the Declaration.

THE GRANTOR HEREBY COVENANTS that it will warrant specially the title to the Property which is hereby granted, and will execute such further assurances hereof as may be requisite.

THE GRANTOR HEREBY CERTIFIES and makes affidavit under the penalties of perjury that there is no consideration paid or to be paid for the foregoing conveyance and that there are no mortgages or deeds of trust being assumed by the Association.

IN WITNESS WHEREOF, each party hereto has executed and ensealed this Deed or caused it to be executed and ensealed on

its behalf by its duly authorized representatives, the day and year first above written.

WITNESS/ATTEST:

BEAR BRANCH ASSOCIATES, LLC

By: _____ (SEAL)
Steven S. Koren
President

THE VILLAGES AT WELLINGTON COMMUNITY ASSOCIATION, INC.

By: _____ (SEAL)
Steven S. Koren
President

By: _____ (SEAL)
David Hecht
Secretary

STATE OF MARYLAND: COUNTY OF _____ TO WIT:

I HEREBY CERTIFY that on this ____ day of _____, 199__, before me, a Notary Public for the state aforesaid, personally appeared Steven S. Koren, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he is the duly authorized President of BEAR BRANCH ASSOCIATES, LLC, the entity named as Grantor in such instrument, that he has been duly authorized to execute, and has executed, such instrument on its behalf for the purposes therein set forth, and that the same is its act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

Notary Public

My Commission Expires on _____.

STATE OF MARYLAND: COUNTY OF _____ TO WIT:

I HEREBY CERTIFY that on this ____ day of _____, 199__, before me, a Notary Public for the state aforesaid, personally appeared STEVEN S. KOREN, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged he is the President of THE VILLAGES AT WELLINGTON COMMUNITY ASSOCIATION, INC., the entity named as the Association in such instrument, that he has been duly authorized to execute, and has executed, such instrument on its behalf for the purposes therein set forth, and that the same is his act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

Notary Public

My Commission Expires on _____.

STATE OF MARYLAND: COUNTY OF _____; TO WIT:

I HEREBY CERTIFY that on this _____ day of _____, 199____, before me, a Notary Public for the state aforesaid, personally appeared DAVID HECHT, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged he is the Secretary of THE VILLAGES AT WELLINGTON COMMUNITY ASSOCIATION, INC., the entity named as the Association in such instrument, that he has been duly authorized to execute, and has executed, such instrument on its behalf for the purposes therein set forth, and that the same is his act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

Notary Public

My Commission Expires on _____.

THE UNDERSIGNED hereby certifies that the within instrument has been prepared by the undersigned, an attorney admitted to practice before the Court of Appeals of Maryland.

Nancy Haas

MR. CLERK: Upon its recordation, please return this instrument to:

Nancy Haas, Esquire
Abramoff, Neuberger and Linder, LLP
Suite 800
250 West Pratt Street
Baltimore, Maryland 21201
(410) 539-8300

EXHIBIT A

DESCRIPTION OF THE PROPERTY
(Section One Phase One Common Area)

BEING KNOWN AND DESIGNATED as "Open Space Parcel A," containing .6049 acres, and "Open Space Parcel D," containing .1183 acres, as shown on the Plat entitled "Section One Plat One The Villages at Wellington," which Plat is recorded among the Land Records of Prince George's County, Maryland in Plat Book VJ 170, folio 36.

BEING KNOWN AND DESIGNATED as "Open Space Parcel B," containing 1.1826 acres, as show on the Plats entitled "Section One Plat One The Villages at Wellington," "Section One Plat Two The Villages at Wellington," and "Section One Plat Three The Villages at Wellington," which Plats are recorded among the Land Records of Prince George's County, Maryland, in Plat Book VJ 170, folios 36, 37 and 38.

BEING KNOWN AND DESIGNATED as "Open Space Parcel E," containing .7237 acres, as shown on the Plat entitled "Section One Plat Two The Villages at Wellington," which Plat is recorded among the Land Records of Prince George's County, Maryland, in Plat Book VJ 170, folio 37.

BEING KNOWN AND DESIGNATED AS Open Space Parcel "G" as shown on the Plat entitled, "SECTION ONE PLAT FIVE THE VILLAGES AT WELLINGTON, Laurel District #10, Prince George's County, Maryland," which Plat is recorded among the Land Records of Prince George's County, Maryland in Plat Book VJ 170, folio 40.

RELEASE BY
TRUSTEES AND BENEFICIARY

JAMES P. PARKER and LAWRENCE A. LEVIT, Trustees, and 1325 G STREET ASSOCIATES LIMITED PARTNERSHIP, who are, respectively, the trustees and the beneficiary under a Deed of Trust and Security Agreement dated November 15, 1994 (the "Deed of Trust"), and recorded among the Land Records of Prince George's County, Maryland, in Liber 9894, folio 147 (respectively, the "Trustees" and the "Beneficiary"), from Bear Branch Associates, LLC (the "Grantor"), are executing this Release in connection with that certain Deed dated _____, 199_ (the "Deed"), and recorded or intended to be recorded among the Land Records of Prince George's County, Maryland, conveying to THE VILLAGES AT WELLINGTON COMMUNITY ASSOCIATION, INC., all of that real property described on Exhibit A hereto, for the express purpose of (1) conveying to THE VILLAGES AT WELLINGTON COMMUNITY ASSOCIATION, INC., a non-stock corporation organized and existing under the law of Maryland, all of their right, title and interest under the Deed of Trust in and to the real property conveyed in said Deed, and (2) thereby releasing from the lien, operation and effect of the Deed of Trust all of their said right, title and interest in and to the said real property, so that such real property is now and hereafter shall be free and clear of the lien, operation and effect of the Deed of Trust as if it had never been subject thereto, but without altering or impairing the lien, operation and effect of the Deed of Trust as to the remainder of the real property now subject thereto.

Nothing in the foregoing provisions of this Release by Trustees and Beneficiary shall be deemed in any way to create between the Grantor and any of the undersigned any relationship of partnership or joint venture, or to impose upon any of the undersigned any liability, duty or obligation whatsoever.

IN WITNESS WHEREOF, each of the Trustees and Beneficiary has executed and ensealed this Release by Trustees and Beneficiary or caused it to be executed and ensealed on its behalf by its duly authorized representatives, this _____ day of _____, 199_.

WITNESS:

JAMES P. PARKER, Trustee (SEAL)

LAWRENCE A. LEVIT, Trustee (SEAL)

1325 G STREET ASSOCIATES LIMITED
PARTNERSHIP

By: Gould Property Company
General Partner

By: Caleb Gould (SEAL)
Vice President

DISTRICT OF COLUMBIA: TO WIT:

I HEREBY CERTIFY that on this _____ day of _____, 199_, before me, a Notary Public for the District of Columbia, personally appeared JAMES P. PARKER and LAWRENCE A. LEVIT, TRUSTEES, known to me or satisfactorily proven to be the persons whose names are subscribed to the foregoing instrument, who acknowledged that they executed it as trustees for the purposes therein set forth, and that it is their act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

Notary Public

My Commission Expires on _____.

STATE OF MARYLAND: COUNTY OF _____: TO WIT:

I HEREBY CERTIFY that on this _____ day of _____, 199_, before me, a Notary Public for the state aforesaid, personally appeared CALEB GOULD, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he is the Vice President of GOULD PROPERTY COMPANY, the General Partner of 1325 G STREET ASSOCIATES LIMITED PARTNERSHIP, that he has been duly authorized to execute, and has executed, such instrument on behalf of such entities for the purposes therein set forth, and that the same is their act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

Notary Public

My Commission Expires on _____.

EXHIBIT A

DESCRIPTION OF THE PROPERTY
(Section One Phase One Common Area)

BEING KNOWN AND DESIGNATED as "Open Space Parcel A," containing .6049 acres, and "Open Space Parcel D," containing .1183 acres, as shown on the Plat entitled "Section One Plat One The Villages at Wellington," which Plat is recorded among the Land Records of Prince George's County, Maryland in Plat Book VJ 170, folio 36.

BEING KNOWN AND DESIGNATED as "Open Space Parcel B," containing 1.1826 acres, as show on the Plats entitled "Section One Plat One The Villages at Wellington," "Section One Plat Two The Villages at Wellington," and "Section One Plat Three The Villages at Wellington," which Plats are recorded among the Land Records of Prince George's County, Maryland, in Plat Book VJ 170, folios 36, 37 and 38.

BEING KNOWN AND DESIGNATED as "Open Space Parcel E," containing .7237 acres, as shown on the Plat entitled "Section One Plat Two The Villages at Wellington," which Plat is recorded among the Land Records of Prince George's County, Maryland, in Plat Book VJ 170, folio 37.

BEING KNOWN AND DESIGNATED AS Open Space Parcel "G" as shown on the Plat entitled, "SECTION ONE PLAT FIVE THE VILLAGES AT WELLINGTON, Laurel District #10, Prince George's County, Maryland," which Plat is recorded among the Land Records of Prince George's County, Maryland in Plat Book VJ 170, folio 40.

**RELEASE BY
TRUSTEES AND BENEFICIARY**

ELIZABETH M. WRIGHT and ELLEN H.W. BOYER, Trustees, and FIRST FIDELITY BANK, NATIONAL ASSOCIATION, successor by merger to The Bank of Baltimore, who are, respectively, the trustees and the beneficiary under a Deed of Trust and Security Agreement dated November 15, 1994 (the "Deed of Trust"), and recorded among the Land Records of Prince George's County, Maryland, in Liber 9894, folio 111 (respectively, the "Trustees" and the "Beneficiary"), from Bear Branch Associates, LLC (the "Grantor"), are executing this Release in connection with that certain Deed dated _____, 199_ (the "Deed"), and recorded or intended to be recorded among the Land Records of Prince George's County, Maryland, conveying to THE VILLAGES AT WELLINGTON COMMUNITY ASSOCIATION, INC., all of that real property described on Exhibit A hereto, for the express purpose of (1) conveying to THE VILLAGES AT WELLINGTON COMMUNITY ASSOCIATION, INC., a non-stock corporation organized and existing under the law of Maryland, all of their right, title and interest under the Deed of Trust in and to the real property conveyed in said Deed, and (2) thereby releasing from the lien, operation and effect of the Deed of Trust all of their said right, title and interest in and to the said real property, so that such real property is now and hereafter shall be free and clear of the lien, operation and effect of the Deed of Trust as if it had never been subject thereto, but without altering or impairing the lien, operation and effect of the Deed of Trust as to the remainder of the real property now subject thereto.

Nothing in the foregoing provisions of this Release by Trustees and Beneficiary shall be deemed in any way to create between the Grantor and any of the undersigned any relationship of partnership or joint venture, or to impose upon any of the undersigned any liability, duty or obligation whatsoever.

IN WITNESS WHEREOF, each of the Trustees and Beneficiary has executed and ensealed this Release by Trustees and Beneficiary or caused it to be executed and ensealed on its behalf by its duly authorized representatives, this _____ day of _____, 199_.

WITNESS:

ELIZABETH M. WRIGHT, Trustee (SEAL)

ELLEN H.W. BOYER, Trustee (SEAL)

FIRST FIDELITY BANK, NATIONAL
ASSOCIATION, successor by merger to
The Bank of Baltimore

By: _____ (SEAL)
Name:
Title:

STATE OF MARYLAND: CITY/COUNTY OF BALTIMORE: TO WIT:

I HEREBY CERTIFY that on this _____ day of _____, 199_, before me, a Notary Public for the state aforesaid, personally appeared ELIZABETH M. WRIGHT and ELLEN H.W. BOYER, TRUSTEES, known to me or satisfactorily proven to be the persons whose names are subscribed to the foregoing instrument, who acknowledged that they executed it as trustees for the purposes therein set forth, and that it is their act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

Notary Public

My Commission Expires on _____.

STATE OF MARYLAND: CITY/COUNTY OF BALTIMORE: TO WIT:

I HEREBY CERTIFY that on this _____ day of _____, 199_, before me, a Notary Public for the state aforesaid, personally appeared _____, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that (s)he is a Vice President of FIRST FIDELITY BANK, NATIONAL ASSOCIATION, successor by merger to The Bank of Baltimore, that (s)he has been duly authorized to execute, and has executed, such instrument on its behalf for the purposes therein set forth, and that the same is its act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

Notary Public

My Commission Expires on _____.

EXHIBIT A

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(Section One Phase One Common Area)

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INFORMAL ORGANIZATIONAL ACTION OF
THE BOARD OF DIRECTORS OF
THE VILLAGES AT WELLINGTON COMMUNITY ASSOCIATION, INC.

October 24, 1995

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

RESOLVED: That the Articles of Incorporation of the Association filed with the State Department of Assessments and Taxation on October 19, 1995, and attached hereto and incorporated by reference herein be and the same are hereby approved and accepted.

RESOLVED: That the By-Laws attached hereto and incorporated by reference herein be and the same are hereby declared to be the By-Laws of the Association; and that the Secretary certify such By-Laws as the By-Laws of the Association.

RESOLVED: That the Declaration of Covenants, Conditions and Restrictions for the Association (the "Declaration"), dated October 24, 1995, recorded or intended to be recorded among the Land Records of Prince George's County, Maryland, and attached hereto and incorporated by reference herein be and the same is hereby approved and accepted.

RESOLVED: That the proposed form of Deed for conveying common area to the Association attached hereto and incorporated by reference herein be and the same is hereby approved and accepted, and that the President and any other officer of the Association are hereby authorized to execute and accept delivery of such Deed(s) on behalf of the Association.

RESOLVED: That the Association shall have a President, two Vice-Presidents, a Secretary and a Treasurer.

RESOLVED: That the following persons be and they are hereby unanimously elected as officers of the Association in the respective capacities set forth below, the term of office of each person to be until the first annual meeting of the Board of Directors following the termination of the Class B membership of the Association and until their respective successors shall be elected and qualified:

President: Steven S. Koren
Vice-President: Floyd F. Grayson, Jr.
Vice-President: Bernard G. Robbins
Secretary/Treasurer: David Hecht

RESOLVED: That the following persons be and they are hereby unanimously appointed as the

members of the Design Review Board of the Association:

Steven S. Koren
C. Wayne Caples
Carol Sade

RESOLVED: That the address of the Design Review Board until further notice shall be c/o Koren Development Company, Inc., Suite 304, 8815 Centre Park Drive, Columbia, Maryland 21045.

RESOLVED: That the Treasurer be, and is hereby authorized, empowered and directed to open one or more accounts in the Association's name with such financial institutions as the Treasurer shall deem appropriate.

RESOLVED: That the Treasurer be, and is hereby authorized to pay all fees and other expenses incident to and necessary for the organization of the Association.

RESOLVED: That the proper officer of the Association shall cause to be prepared appropriate books and records with respect to the Association.

RESOLVED: That the fiscal year of the Association shall be a calendar year.

RESOLVED: That the Association does not anticipate having any expenses during the period of time when Bear Branch Associates, LLC, the "Declarant" named in the Declaration, is developing The Villages at Wellington, since the Declarant has agreed, until further notice, to bear those actual out-of-pocket expenses (excluding reserves, if any) which, but for such agreement, would be borne by the Association. Accordingly, that the Board of Directors forego adopting a budget or levying assessments pursuant to the provisions of the Declaration until such time as otherwise adopted by the Board of Directors in the manner provided in the Declaration.

RESOLVED: That the Working Capital Contribution for each assessable Lot shall be One Hundred Fifty Dollars (\$150.00), payable as more particularly set forth in the Declaration.

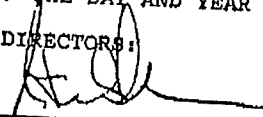
RESOLVED: That any and all actions taken or contracts entered into heretofore by an officer or Director of the Association either as officer or Director as well as any and all actions taken or contracts entered into by said persons as individuals acting for the Association are hereby ratified, approved and confirmed by the Association and all such contracts adopted as though the individual had at such a time full power and authority to act for the Association and in the same manner as if each and every act had been done pursuant

to the specific authorization of the Association.

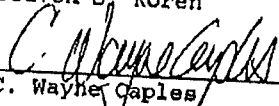
RESOLVED: That whenever the Association is required to place its corporate seal to any document, the word "(SEAL)" shall be placed adjacent to the signature of the person who executes such document on the Association's behalf; that such word, placed in such manner, shall constitute the Association's corporate seal; and that the Association shall have no other seal.

IT IS SO AGREED AS OF THE DAY AND YEAR SET FORTH ABOVE.

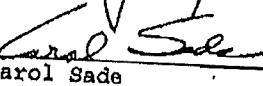
DIRECTORS:



Steven S. Koren



C. Wayne Caples



Carol Sade

**Board Approved Deviations/Variations to the
Architectural Standards
Outlined in Article IV of the Villages at Wellington
Declaration of Covenants, Conditions and Restrictions**

In accordance with Article IV, Section 37, WAIVERS, of the Declaration of Covenants, Conditions and Restrictions the Board of Directors (BOD) and/or Design Review Board (DRB) may, in the exercise of its reasonable discretion, and upon submission of a written request therefore by the owner of a Lot, waive any one or more of the provisions numbered 1 through 33 of Article IV with respect to such Lot. The granting of a waiver with respect to any Lot shall not require the granting of a waiver with respect to any other Lot.

Accordingly, the Board wishes to publish such pertinent waivers granted to date and other Board approved interpretations and clarifications for future reference by homeowners and Boards in their application of the architectural standards. All exterior changes require Board approval prior to construction.

8. Front Lawn; Landscaping: Certain statues or similar ornaments may be allowed with prior Board approval, on stoops or in formal planting beds, but are excluded from grass lawns. The mailbox style used in Villages III and IV are permitted in Villages I and II.

8a. Mailboxes: Generally, replacement mailboxes should match the existing mailboxes. However, in Villages I and 2, when upgrade mailboxes are desired, the style of mailbox installed by the builder in Villages 3-4 may be used. The boxes may be obtained through Classic Mailboxes, Inc. (301-527-1241). Reference box MP-290.

Example: 14604 Farnham Lane

9. Fences and Walls: Six foot tall privacy fences (solid board or alternating board styles) may be approved on rear property lines or side property lines (not to extend forward of the rear wall of the building) where such property lines abut commercial properties, are along community borders, or adjoin other uses that may be deemed intrusive. Iron, decorative painted aluminum, and vinyl fence materials may be used. In certain circumstances, the fence may extend a short distance forward of the rear wall of the building to overcome mechanical equipment obstacles, building alignments, etc.

Examples: 7800 Aylesford Lane, 14303 Wicklow, 14303 Westmeath

15. Lighting and Wiring; Antenna: Satellite dish antennas may be permitted in accordance with the Federal Telecommunications Act, provided that the dish shall not be placed forward of the front wall of the building. If such placement prohibits the reception of an adequate signal, written verification of the lack of an adequate signal shall be submitted to the Board for approval prior to installation.

24. Sheds; Accessory Structures: Sheds shall be placed in the rear yard only and against the rear wall of the building. Sheds shall use the same roofing materials and siding materials and colors as the main dwelling. However, when the Board determines that such placement is not feasible, the Board may approve an alternative location and require certain landscaping to screen the structure.

Examples: 7811 Aylesford Lane, 14305 Rosemore Lane

26. **Play Equipment:** Basketball goals may be allowed in the front yard provided: (1) they shall be oriented to utilize existing paved surfaces (new paved surfacing requires prior DRB approval), (2) permanent poles (in concrete) require prior DRB approval, and (3) they must be maintained in good condition. The City of Laurel does not allow basketball goals in the street.

30. **Decks; Awnings:** Materials other than wood may be approved by the Board for the railings and decking Boards provided the colors are in harmony with the dwelling structure. Unless specifically approved by the Board, decks may not project forward of the rear wall of the building, but may extend toward the side property line provided any required side setbacks are met. Solid, single timber posts are recommended. However, if laminated posts are used, the posts must be wrapped with boards with mitered corners.

Examples: 14304 Wicklow, 7607 Finglas Ct., 7708 Down Ct.

J:\HOA\we\ACC\Board Approved Standards.09.doc

**RESOLUTION OF THE BOARD OF DIRECTORS OF
VILLAGES AT WELLINGTON COMMUNITY ASSOCIATION, INC.**

(Post Lien Collection Procedures Relative to Delinquent Annual
and Special Assessments, Fines, Legal Fees and other Delinquent Costs)

WHEREAS, Article IX, Section 1 of the Declaration creates an assessment obligation for the owners of Lots in Villages at Wellington Community Association, Inc. (hereinafter the "Association"), such that each Owner pays 1) an annual assessment equal to his/her proportionate share of the sum required by the Association, as determined by the Board of Directors, and 2) special assessments or charges; such assessments, together with interest, late charges, costs of collection and attorneys' fees, shall be a continuing lien on the Lot and a personal obligation of the owner; and

WHEREAS, Article IX, Section 3(c) of the Declaration states that the Board of Directors of the Association may fix the annual assessment against each Lot at any amount not in excess of the maximum annual assessment as allowed by the Association's governing documents;

WHEREAS, Article IX, Section 7 of the Declaration states that the Board of Directors shall determine the amount of the assessments annually, but may do so at more frequent intervals should circumstances so require; further, upon resolution of the Board of Directors, installments of annual assessments may be levied and collected on a monthly, quarterly, semiannual or annual basis;

WHEREAS, Article IX, Section 8 of the Declaration states that any assessments not paid when due shall be delinquent and shall bear interest subject to a late fee at such rates or amounts as may be established by the Board of Directors from time to time; further, the Association may foreclose the lien against any Lot for which assessments are not paid, bring an action at law against the owner personally obligated to pay the same and add interest, late charges and attorneys' fees to the Owner's account;

WHEREAS, a Resolution exists for the collection of assessments to and including the point of filing a lien in the County land records against properties that are delinquent in their assessments, and

WHEREAS, there is a need to establish orderly procedures for the billing and collection of said assessments subsequent to the filing of a lien; and

WHEREAS, the Board of Directors desires to establish these procedures in conformity with Maryland law and the Association's governing documents;

NOW, THEREFORE, BE IT RESOLVED THAT the Board of Directors, on behalf of Villages at Wellington Community Association, Inc., duly adopts the following post lien assessment and collection procedures. *The monthly report produced by the attorney shall include periodic recommendations to the Board as outlined below.*

1. After a lien has been recorded in the Prince George's County Land Records, the management company shall forward the case including copies of recorded lien, a statement of account (including amount of assessment and frequency of collection and amount past due), copy of SDAT information, copy of any checks, bank or work information, any known alternate addresses, etc. to the attorney for further action.

2. Initial Demand Letter: The attorney shall forward to the homeowner a demand letter by certified and regular mail stating that they represent the Association, the amount of the debt, consequences of continued non-payment (including the possibility of a personal suit and/or foreclosure on the liens) and how the debt can be satisfied. *The letter shall remind the owner of the escalating fees, legal expenses, interest, etc. that will be added to the account, if not paid in full by a certain date.*
3. During the lawsuit process and throughout the time the account is with the attorney, the attorney shall file liens to protect the Associations assets. The attorney may file the liens every other year, unless a lien is satisfied at which any remaining debt shall immediately be secured by a new lien.
4. Judgment: Upon receipt of a judgment, the attorney shall proceed with attempts to collect on the judgment, including but not limited to; filing a judgment lien as allowed by law, garnishing wages, bank accounts or rent, and/or taking all appropriate collection actions.
5. Oral Exam/Interrogatories: If no known work or bank information exists, the attorney may pursue an oral exam (in state owner) and/or interrogatories (out of state owner) to acquire the information. Prior Board approval is not necessary for oral exams.
6. Show Cause: If the owner does not appear for the oral exam or respond to the interrogatories, the attorney may pursue an order to show cause. If the owner does not appear for the show cause hearing, a body attachment may be pursued against the owner. Prior Board approval is not necessary for an order to show cause or to pursue a body attachment.
7. Credit Reports/Skip Trace: As part of the process to ascertain bank or work information, the attorney may pursue annual credit reports. With Board approval, "skip trace" procedures may also be pursued when credit reports are unsuccessful. Accounts that have a judgment, but have foreclosed and the location of the owner is unknown and where oral exams, credit reports and "skip traces" have failed to produce work or bank information shall be referred to the Board for approval to place on hold, pursuing only annual credit reports to collect on the judgement or as otherwise directed by the Board.
8. Foreclosure: If collection against the judgment is unsuccessful and the debt value is very high compared to community/industry standards, if this information is available, the attorney shall present the matter back to the Board for consideration of a foreclosure feasibility letter (additional costs). The Board shall respond in writing to direct the attorney to pursue or not pursue the feasibility letter. The feasibility letter shall cite, if available, the debt on the property and an estimate of home sales in the area along with the attorney's recommendation.
9. Bank Foreclosure: If it is revealed that a bank has started foreclosure procedures, the attorney may consider, if action is not already in process and after Board review, accelerating the lawsuit process to secure a judgment prior to the owner leaving the premises. The attorney will notify the Board of the foreclosure process and the Board can make a decision on how to proceed as to each case. If the attorney finds that foreclosure has occurred and the owner has moved from the premises prior to a judgment being awarded and after a reasonable effort has been made to locate and serve the owner, the attorney shall identify the case for possible write-off and cease further collection activity until directed otherwise by the Board.

10. Bankruptcy: If it is revealed that the owner has filed bankruptcy, the attorney shall immediately file a proof of claim and monitor the bankruptcy disposition. If the post-bankruptcy amounts reach a significant level, the attorney shall request the Board's permission to seek a "Lift Stay" to proceed against the post-bankruptcy debt.
11. Contingency Accounts: If the home has been foreclosed, no judgment exists against the homeowner, the balance is relatively high, the homeowner has moved out of the community with no known forwarding location, and/or for other reasons as determined by the Board, the attorney may be authorized to proceed with a credit check to locate the homeowner. If their location is not revealed by a credit check, the attorney may suggest that the account be switched to a contingency account and no further legal expenses shall be charged to the Association, if approved by the Board and the attorney.
12. Write-off: The attorney shall review accounts for write-off recommendation to the Board under certain circumstances such as those outlined below.
 - a. Chapter 7 bankruptcy discharge (pre-amounts).
 - b. Foreclosure has been ratified and there was no judgment and the person's location cannot be determined, and the balance is relatively low.
 - c. There is no judgment and the person is known to have moved out of state (except Washington D.C. or Virginia)
 - d. The amounts are insignificant compared to anticipated cost of collection; and
 - e. For other reasons as determined by the circumstances.
13. Any and all actions taken above which result in legal fees and costs will be added to the owners delinquent account.
14. The Board will advise the attorney, in writing, if the management company is authorized as their agent to make decisions with regard to collection actions and decisions as outlined above.
15. This Resolution may be changed or amended from time to time as determined by the Board and in conjunction with the management company and the attorney and after proper notice to the Owners.

10-12-11
DATE

Cynthia Hall
PRESIDENT

I hereby certify the Board of Directors duly adopted this Policy Resolution on 10/12/11, 2011 and thereafter, that I caused this Resolution to be mailed, or hand delivered to the Lot Owners of Villages at Wellington Community Association, Inc.

This policy resolution shall become effective thirty (30) days from the date of its adoption.

ATTEST:

10/12/11
DATE

De Wh III
SECRETARY

Villages at Wellington Community Association, Inc.
Policy Resolution
(For the purpose of specifying an investment policy)

WHEREAS, Article IX of the Declaration of Covenants, Conditions and Restrictions empowers the Board of Directors to fix and collect annual assessment from the members of the Association, and

WHEREAS, Article VII, Section 1(n) of the Bylaws, permits the Board to establish and maintain a working capital and reserve funds in amounts to be determined by the Board, and

WHEREAS, the Board of Directors can 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 the Associations Bylaws, the Articles of Incorporation, or the Declaration;

NOW, THEREFORE, BE IT RESOLVED that acting in accordance with the Bylaws, Articles of Incorporation, or the Declaration, the Association hereby adopts the following Investment Policy:

I. Purpose

The purpose of this document is to set forth the policies of the Board of Directors relating to the investment of monies, and to establish procedural requirements and guidelines for investment management practice.

II. Scope

This investment policy applies to the association's Replacement Reserve and the cash total of the Operating Fund.

III. Objectives

The primary objectives, in priority order, of our investment activities shall be:

Safety: The single most important objective of this investment program is the preservation of the principal of all funds of the association.

Liquidity: The ability to change an investment into its cash equivalent on short notice at its prevailing market value. Funds shall be made available to meet all operating requirements which might be reasonably anticipated, through portfolio liquidity laddering (scheduling cash flows).

Yield: The portfolio shall be designed and managed to earn a market rate of return throughout budgetary and economic cycle, taking into account the primary objectives of safety, liquidity, and tax liability of earnings.

IV. Delegation of Authority

Fiduciary responsibility for the investment program under the authority of the association's Bylaws lies with the Board, primarily through the Treasurer. Dual signatures by the Board President and Treasurer and/or the Board President and a principal with the management

company and/or the Board Treasurer and a principal with the management company shall be required for authorizing the use of reserve funds and the investment of reserve funds upon approval by the Board at an open and dually called regular meeting of the Board of Directors.

V. Ethics and Conflict of Interest

The Board shall exercise their powers and duties in good faith and with a view to the interests of the Association and consistent with the purposes set forth in the recorded Declaration. All Board members, Finance Committee members (if any), agents, and association employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Board members and Finance Committee members (if any), agents, and association employees shall disclose to the Board any material interests in financial institutions that conduct business or may be under consideration to conduct business with the association and they shall further disclose any significant personal financial/investment positions that could be related to the performance of the portfolio.

VI. Strategy

To the extent feasible, maturities of all investments should be matched to projected future cash flow needs and outlay requirements (laddering). Therefore, investments should in part be made in instruments that possess high liquidity or that can be converted to cash in a short period of time, consistent with the above-stated Objectives. Unless matched to a specific expenditure, the association will not invest in securities maturing more than five (5) years from the date of purchase. All association funds affected by this Policy which are not required for short-term cash flow or to maintain required compensating cash balances shall be invested in interest bearing investments or accounts. To reduce overall portfolio risk while attempting to attain market rates of return consistent with the primary objectives of safety and liquidity, diversification of investment shall be encouraged across types of investments, maturities of those investments, and institutions in which those investments are made.

VII. Authorized Investments

No investments other than those allowed in the subsections below may be made by the Association:

- A. Certificates of Deposit fully insured by the Federal Deposit Insurance Corporation (FDIC).
- C. United States Treasury fixed-rate bills, notes and bonds.
- B. Institutional Money Market Accounts fully insured by the FDIC.
- D. Mutual or other Money Funds investing exclusively in portfolios comprised of securities that are direct obligations of the U.S. Treasury and are SIPC-insured.

VIII. Performance Standards

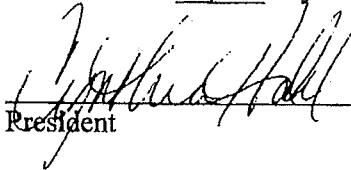
The association's investment portfolio will be designed to obtain an optimum rate of return given the limitations of the authorized investments and consistent with the above stated objectives.

IX. Safekeeping and Custody

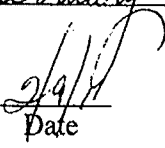
Consistent with the association's Bylaws, the Board of Directors, primarily through the Treasurer, is responsible for ensuring that the investment portfolio is properly accounted for. In so doing, they may delegate, work with and rely on reports generated by the designated managing agent pursuant to applicable contracts. The Board also may work with and rely on accounting and/or other financial/investment professionals, and a Finance Committee, performing pursuant to the direction of, and as approved by the associations Board.

AND BE IT FURTHER RESOLVED THAT this resolution shall be effective upon the date of passage.

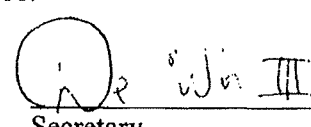
PASSED this 9 day of February, 2011.



President



Date

 2/11/11

Secretary Date

Villages at Wellington Community Association, Inc.
Policy Resolution
(For the purpose of specifying expenditure limitations)

WHEREAS, Article IX of the Declaration of Covenants, Conditions and Restrictions empowers the Board of Directors to fix and collect annual assessment from the members of the Association, and

WHEREAS, Article VII, Section 1(n) of the Bylaws, permits the Board to establish and maintain a working capital and reserve funds in amounts to be determined by the Board, and

WHEREAS, Article VII, Section 2 of the Bylaws, enumerates certain duties of the Board of Directors, including causing the common areas to be maintained, repaired and replaced; obtaining utility services necessary and desirable for the benefit of the common area; and procure and maintain liability and hazard insurance for the common areas, and

WHEREAS, the Board desires to impose limits upon itself in the interest of the members regarding the maximum single expenditure the Board may approve without the input of the members;

NOW, THEREFORE, BE IT RESOLVED THAT the following guidelines and limitations shall be followed by the Board in the disbursement of funds from the Association's working capital and reserve funds.

1. The single largest expenditure the Board may approve without input from the members of the Association shall not exceed \$25,000.
2. Before approving a single expenditure exceeding \$25,000, the Board shall pursue multiple competitive bids and shall survey the members regarding the members' interest in pursuing such expenditure. The Board is not bound by the survey results, but must take the interest of the members into consideration, announce the possible expenditure, and inform the members at which meeting the expenditure would be acted upon.
3. The restrictions outlined herein are limited to expenditures for new capital improvements and shall not restrict the Board from approving contracts for lawn care and landscape maintenance, pool management, property management or other recurring expenditures specifically outlined in the annual budget.
4. Expenditures for matters of public safety or for the protection of personal or community property are specifically excluded from the restrictions herein.

AND BE IT FURTHER RESOLVED THAT this resolution shall be effective upon the date of passage.

PASSED this 21 day of December, 2010.

[Signature]
President


Date

[Signature]
Secretary

Date

VILLAGES AT WELLINGTON COMMUNITY ASSOCIATION, INC.
c/o D. H. Bader Management Services, Inc.
14435 Cherry Lane Court, Suite 210
Laurel, Maryland 20707
301-953-1955, x31 Phone * 301-953-1912 Fax * dvaughn@dhbader.com
www.dhbader.com

Notice

TO: All Villages at Wellington Homeowners
FROM: David Vaughn, AMS 
Community Manager
DATE: November 13, 2009
RE: Assessment Collection Procedures

Attached is the approved assessment collection policy for the Villages at Wellington Community Association. Please review the document to familiarize yourself with the Associations expectations and keep a copy with your permanent Association records. Also understand that the Board will continue to be aggressive in the collection of delinquent assessments in fairness to those that pay their assessments regularly and will work with homeowners who demonstrate an interest in satisfying their obligation but have found themselves in difficult financial situations.

If you have any questions regarding this issue, please call me at 301-953-1955, ext. 31.

**RESOLUTION OF THE BOARD OF DIRECTORS OF
VILLAGES AT WELLINGTON COMMUNITY ASSOCIATION, INC.**

(Procedures Relative to Assessments, Collection of Routine
and Special Assessments as well as Delinquent Payments)

WHEREAS, Article IX, Section 1 of the Declaration creates an assessment obligation for the owners of Lots in Villages at Wellington Community Association, Inc. (hereinafter the "Association"), such that each Owner pays 1) an annual assessment equal to his/her proportionate share of the sum required by the Association, as determined by the Board of Directors, and 2) special assessments or charges; such assessments, together with interest, late charges, costs of collection and attorneys' fees, shall be a continuing lien on the Lot and a personal obligation of the owner; and

WHEREAS, Article IX, Section 3(c) of the Declaration states that the Board of Directors of the Association may fix the annual assessment against each Lot at any amount not in excess of the maximum annual assessment as allowed by the Association's governing documents;

WHEREAS, Article IX, Section 7, of the Declaration states that the Board of Directors shall determine the amount of the assessments annually, but may do so at more frequent intervals should circumstances so require; further, upon resolution of the Board of Directors, installments of annual assessments may be levied and collected on a monthly, quarterly, semiannual or annual basis;

WHEREAS, Article IX, Section 8 of the Declaration states that any assessments not paid when due shall be delinquent and shall bear interest subject to a late fee at such rates or amounts as may be established by the Board of Directors from time to time; further, the Association may foreclose the lien against any Lot for which assessments are not paid, bring an action at law against the owner personally obligated to pay the same and add interest, late charges and attorneys' fees to the Owner's account;

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 Maryland law and the Association's governing documents;

NOW, THEREFORE, BE IT RESOLVED THAT the Board of Directors, on behalf of Villages at Wellington Community 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; however, for the convenience of owners, the annual assessment may be paid in equal quarterly installments on the first day of each quarter (January, April, July and October), unless otherwise permitted by the Board of Directors. Ninety (90) days after the due date, if an owner becomes delinquent, the owner's entire annual assessment will become immediately due and payable.

Notices, documents and all correspondence relating to assessments shall be mailed to the Owners' 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: If an owner chooses to pay the annual assessment by means of the quarterly payment plan, an owner's account is delinquent if the installment is not received by the Association's managing agent or attorney within thirty (30) days after the installment due date.

3. LATE FEES AND INTEREST: A delinquent account which is not paid within thirty (30) days after the installment due date will be assessed a late fee charge of \$15.00 or ten percent (10%) of the assessment, whichever is greater. A late fee shall be charged on the quarterly assessment each quarter that the account remains delinquent. A delinquent account will bear interest on the unpaid balance thirty (30) days from the due date, until paid, at the rate of twelve percent (12%) per annum or 2% over the prime rate, whichever is greater. In addition, a \$35.00 returned check charge and/or any related bank charges will be assessed against the account of the Lot owner responsible for payment if the payment is returned.

4. REMINDER NOTICES: If full payment of an assessment is not received by the Association's managing agent within 15 days after the due date, the managing agent will send a reminder notice to the owner by first class mail requesting immediate payment, advising the owner of the late fee and advising the owner that interest will begin to accrue on the unpaid balance.

5. FIRST WARNING: If full payment of an assessment is not received by the Association's managing agent within thirty (30) days after the due date, the managing agent will send a First Warning Notice to the owner by first class mail requesting immediate payment, advising the owner of the late fees and advising the owner that interest will begin to accrue on the unpaid balance and advising of account acceleration, additional collection costs and legal fees that may be applied to the owners account.

6. SECOND WARNING: If full payment of an assessment is not received by the Association's managing agent within sixty (60) days after the due date, the managing agent will send a Second Warning Notice to the owner by first class mail requesting immediate payment, advising the owner of the late fees, interest account acceleration, collection costs and legal fees.

7. NOTICE OF INTENT TO CREATE LIEN AND ATTORNEY'S FEES: If full payment is not received within ninety (90) days, the managing agent will send a Notice of Intent to Create a Lien to the delinquent owner by means of first class and certified or registered mail, return receipt requested to the owner's address on the Association's books or by personal delivery or as set forth in the Maryland Contract Lien Act.

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, notice of possible acceleration of assessments, interest, late fees, costs of collection and all attorney's fees actually incurred. The Notice of Intent to Create a Lien will conform to the requirements of the Maryland Contract Lien Act and all other applicable laws.

8. 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.

Once a lien has been filed, the account will be forwarded to the Association's attorney who will proceed with further legal action, including but not limited to filing a lawsuit against the owner, and/or foreclosing on the owner's property in order to collect the past due amounts owed the Association.

9. 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.

10. 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 9, 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. Both management and the association's attorney shall have the authority to arrange a payment plan for a delinquent owner, provided the payment plan does not exceed two years. Any payment plans in excess of two (2) years must be at the approval of the Board of Directors.

10/14/09
DATE

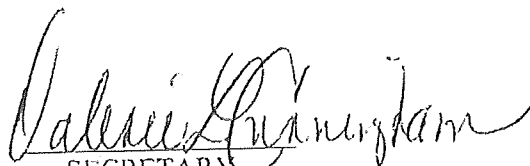

PRESIDENT

I hereby certify the Board of Directors duly adopted this Policy Resolution on November 10, 2009 and thereafter, that I caused this Resolution to be mailed, or hand delivered to the Lot Owners of Villages at Wellington Community Association, Inc.

This policy resolution shall become effective thirty (30) days from the date of its adoption.

ATTEST:

10/14/09
DATE


SECRETARY

**Villages at Wellington Community Association
Resolution
Beautification Committee**

WHEREAS, Article IX, Committees, of the Bylaws assigns to the Board of Directors the power to appoint such committees as deemed appropriate in carrying out its purposes; and

WHEREAS, the Board of Directors for the Villages at Wellington Community Association, Inc. desires to provide a mechanism to foster public tree and grass care and improve overall landscaping of public areas. Such neighborhood projects often bolster the care of the public areas and even beautification of private properties, and

WHEREAS, at this time, the Board wishes to establish a Beautification Committee and establish certain operational parameters for the committee.

NOW, THEREFORE, BE IT RESOLVED THAT, a Villages at Wellington Community Association Beautification Committee shall be and is hereby established with the following charter:

A. Purpose and Scope of the Committee:

The Beautification Committee is established by the Board of Directors to focus on public tree and grass care for the residents of The Villages at Wellington, which often bolsters the care of the public areas and even beautification of private properties. The Committee is subject to the following operational parameters, which may be amended from time to time by the Board of Directors.

B. Composition of the Committee:

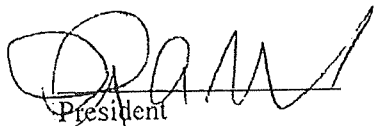
1. Each committee member shall be a member of the Villages at Wellington Community Association, in good standing. Each member shall be appointed by the Board of Directors and serve at the will of the Board with no compensation. The committee chairperson may submit a request at any time for a new member to be appointed by the Board. The committee shall consist of at least 3 members, unless otherwise approved by the Board.
2. The term of each member shall be 1 year with the option to serve for several terms. A new term begins August 1 and ends July 31 and may be shorter but not longer than the previously stated term.
3. If the membership of the committee becomes less than the established minimum, the Board of Directors may disband the Committee and take over its functions until such time as the minimum number of members is re-established.
4. Membership should be arranged, when possible, so that different sections of the community are represented and only one member of the Board, if any, shall serve on the committee with that Board representative rotating each year.
5. The Committee votes among themselves, annually (after the annual meeting), for Committee Chairperson (someone other than the Board representative) and other officers, if any. The chairman shall preside over each meeting and shall have the general powers and duties in general accordance with Roberts Rules of Order, as amended from time to time. Robert's Rules of Order, as amended from time to time, shall be followed as a guideline for operational procedures for the committee.

C. Specific Committee Responsibilities and Functions:

1. The Committee chairperson should report action of the Committee to the Board quarterly, as necessary.
2. The Committee should provide quarterly event & membership updates to be posted on the Website and the Website's Calendar of Events.
3. If at least 3 of the committee members are present at a meeting for which notice has been duly given, a quorum exists. A vote of the majority of those present at a meeting is required for a Committee action/decision.
4. The Committees shall; plan at-least one function per year, increasing occurrence of functions as interest develops, identify goals and other requirements to improve committee function and schedule meetings as required.
5. Committee members will attend planning meetings and Beautification Committee events or otherwise properly notify chairperson via email or in writing.
6. Members should respond to communication regarding committee event planning and or business in a timely manner.
7. Committee members who have missed three (3) or more meetings consecutively with or without reason may be submitted to the Board for removal, as determined appropriate by the Board.

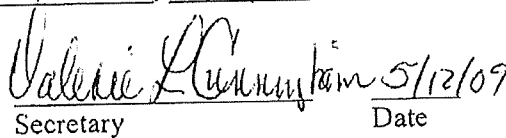
AND, BE IT FURTHER RESOLVED THAT this resolution shall be effective upon the date of passage.

PASSED this 12th day of May, 2009.


President

Derek A. McDaniel
Print Name

5-12-09
Date


Secretary 5/12/09
Date

Valerie L. Cunningham
Print Name

DV:dv

BEAUTIFICATION COMMITTEE

The Beautification Committee coordinates beautification days to improve the health and appearance of public trees and grass in-front of homes. It also serves to provide landscaping information and hands-on gardening assistance for public and private properties. The committee distributes monetary or gift incentives to qualified blocks to encourage neighbors to invest in public landscaping improvements. Most events will likely occur in the Spring and Fall. Such neighborhood projects often bolster the care of both public and private properties.

COMMITTEE RESPONSIBILITY

- Organizes Beautification Days by block. Several blocks may plan their event on the same day. Each event is lead by a Block Captain of that street and requires block participation so that each street takes responsibility for their own block improvements.
- Distributes incentives and other resources (reimbursements or supplies) for the individual blocks to the Block Captain for the improvement of public areas in front of homes.
- Coordinates experts to speak to neighbors about various gardening issues -- ie tree & grass care.
- Creates standard Beautification flier to notify block of beautification event.
- Creates standard block sign-up sheet

INCENTIVES & REQUIREMENTS

Incentives:

The Association may provide a monetary or gift incentive to the first sixteen (16) blocks that sign up in order to motivate neighborhood blocks to organize Beautification Days. A budget of \$500 per year is provided. The incentives may include mulch, weed & feed and fungicides or a monetary gift of \$30 for supplies per block. The \$30 incentive amount is based on blocks with approximately 16 homes. Incentives for significantly larger or smaller blocks will be handled at the discretion of the committee.

Requirements To Receive Incentives:

A block must have a Block Captain (lead person) and 30% of the block's homes (1 adult per home) who signs the Beautification List stating that they are participating in their block Beautification Day. Block captains and volunteers must attend one of the meetings before the project. Landscaping supplies must be distributed throughout the public areas of that block on the day of the event.

** If no Beautification effort occurs (supplies not placed on public area of the designated block) then no reimbursement will be provided.

PARTICIPANTS

Block Captain:

A committee member who has voting privileges and must participate in quarterly meetings. The member is responsible for: organizing his or her block's Beautification Day; disseminating a standard flier to all homes on the block; getting the required 30% worth of household signatures;

communicating to the committee the common area needs of the block and the day & time of the Beautification Day; purchasing and distributing supplies to their block; turning in receipts to committee chair for reimbursement; and participating in his or her block's beautification effort

Volunteer:

A non-member who wants to help, is not required to participate in all meetings, can receive email updates, but can not vote. Volunteers must attend their own block beautification meeting.

Chair:

A member who creates and maintains a calendar of all the blocks beautification efforts. The chair also creates and monitors the budget to ensure that no more than \$XXX (500) per year is spent ; ensures Block Captains meet requirements before being awarded incentives, and organizes and leads committee meetings.

MEETINGS

Will have quarterly meetings. Additional meetings can be called by the chair. Quarterly meetings are mandatory for all Block Captains. Additional meetings are only mandatory for Block Captains and volunteers who are having a beautification effort that month.

**VILLAGES AT WELLINGTON COMMUNITY ASSOCIATION, INC.
POLICY RESOLUTION
RULES ENFORCEMENT PROCEDURES**

WHEREAS, Article VII, Section 1(a), of the Bylaws authorizes the Board of Directors to establish reasonable penalties for the infraction of the Declaration of Covenants, Conditions and Restrictions, the Bylaws and the Rules and Regulations (as amended from time to time), including the assessment of monetary fines, by a majority vote of the Board, after notice and a hearing; and

WHEREAS, the Board of Directors for the Villages at Wellington Community Association, Inc., seeks to provide for the fair and equitable enforcement of rules for all Association owners and residents and to establish a set of guidelines for monetary fines.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors hereby adopts the following rules enforcement procedures:

1. Complaints may be submitted by an individual owner or resident or by a group of owners or residents, or complaints may be based on visual inspections by the management agent or by a committee appointed by the Board of Directors for this purpose. The complaints must be in writing. The person(s) or group making the complaint must be identified in the complaint. The person(s) or group making the complaint may be called to testify at any hearing related to the complaint. If an anonymous complaint is received, the complaint will be forwarded to the management agent and/or the Board's committee, which will investigate the complaint. If the management agent or committee can substantiate the complaint, they may submit the complaint to the Board for appropriate action as noted herein.
2. Upon receipt of a complaint concerning an alleged rule violation, a written notice shall be sent by the Association's management agent to the alleged violator. The notice shall set forth the nature of the infraction and shall state a time period within which the alleged infraction must be abated to avoid further enforcement action. The abatement period shall not be for a period of less than ten (10) days. A copy of the violation notice shall be sent to the person(s) or group originating the complaint. If there are extenuating circumstances that are relevant to the violation, they shall be submitted in writing for review by the Board prior to the expiration of the abatement period.
3. If the alleged violation continues or if further complaints are received, the Board of Directors may hold a hearing concerning the alleged violation. Written notice of the hearing shall be sent to the alleged violator and to the complaining party at least 15 days prior to the scheduled hearing date. The notice of the hearing shall contain: a description of the violation; the proposed fine amount and frequency of the fine; and the date, time and location of the scheduled hearing. The alleged violator and the complaining party may produce witnesses at the hearing and may be represented by legal counsel at the hearing. The Board of Directors shall hear the testimony of the alleged violator and the complaining party. The hearing shall be held in executive session and shall not be open to homeowners or residents not involved in the hearing. After the hearing, the Board of Directors shall render a decision

concerning whether the alleged violation occurred and determine the appropriate sanction, if any.

4. If the Board of Directors finds that a violation has occurred, the Board may impose sanctions, including but not limited to, levying a fine, suspending a homeowner's voting rights or suspending the homeowner's right to use the Association's recreational amenities. Each re-occurrence of a violation may be deemed to be a separate violation for which a sanction may be imposed, until the violation is abated. If the sanction includes a fine and the violator fails to pay the fine within the time period set by the Board of Directors (not less than 5 days), the fine shall be collected pursuant to the Association's standard collection procedures for non-payment of any Association assessments, or by filing a lien and/or a lawsuit against the violator.
5. The Board of Directors may vote to enter onto the exterior of a Lot and to repair or remove any violating conditions, pursuant to Article XII, Section 2(c) of the Declaration. Adequate written notice, as required by the Declaration, shall be given by the Board or the management agent, except in the case of emergency or hazardous conditions, for which as much reasonable notice as possible shall be given. All costs associated with the entry and repair, including collection costs, administrative costs, court fees and reasonable legal fees of 15%, shall be charged to the homeowner of the Lot, and shall be collected pursuant to the Association's standard collection procedures for non-payment of any Association assessments, or by filing a lien and/or a lawsuit against the violator.
6. The attached fine schedule shall be used as a guideline for applying fines. The schedule is not all inclusive and the Board may apply reasonable fines for violations not listed on the schedule. The Board may also apply fines at a greater or lesser amount than depicted in the attached schedule based on the length of the violation, the severity of the violation and other reasonable considerations.

AND, BE IT FURTHER RESOLVED THAT this resolution shall be effective 30 days after the date of passage.

PASSED this 12th day of Feb, 2008.

Anthony J. Kaminski
President

[Signature]
Secretary

Anthony J. Kaminski
Print Name

Stanley Niles
Print Name

Villages at Wellington Community Association. Inc.

SCHEDULE OF FINES

The following is a list of representative *monthly* fines for the most common violations of the covenants, conditions, bylaws and architectural control rules and guidelines of the Villages at Wellington Community Association. This list is not all-inclusive. It is a guideline; other violations not specified but falling within the covenants, conditions, and bylaws may incur a fine up to a maximum of \$100 at the discretion of the Board of Directors. The maximum fines assessed against a home shall not exceed \$1,000.00

1.	Grass not cut and at an unreasonable height	\$25.00
2.	Shrubbery overgrown and unsightly	25.00
3.	Lawn needs to be reestablished	25.00
4.	Trash and debris on property	25.00
5.	Gutters in need of repair	50.00
6.	a. Siding in need of repair, minor	50.00
	b. Siding in need of repair, major	75.00
7.	Broken windows	50.00
8.	Screens in need of repair	25.00
9.	a. Roof in need of repair, minor	50.00
	b. Roof in need of repair, major	75.00
10.	a. Wood trim needs repairing, minor	50.00
	b. Wood trim needs repairing, major	75.00
11.	Wood trim needs repainting	50.00
12.	Storm door in need of repair	25.00
13.	a. Paint colors not in accordance with requirements, minor	50.00
	b. Paint colors not in accordance with requirements, major	75.00
14.	Fences, decks, porches in need of repair	50.00
15.	a. Architectural change without proper approval, minor	50.00
	b. Architectural change without proper approval, major	100.00
16.	Window unit air conditioner	50.00
17.	Violations of the "Refuse and Bulk Trash Rules" (and/or cost of removal)	50.00
18.	Others (related items not covered in the above list but within the covenants, conditions, bylaws and architectural rules and regulations)	up to 100.00

**Villages at Wellington Community Association
Resolution
Architectural and Grounds Committee**

WHEREAS, Article IX, Committees, of the Bylaws assigns to the Board of Directors the power to appoint such committees as deemed appropriate in carrying out its purposes; and

WHEREAS, the Board of Directors for the Villages at Wellington Community Association, Inc. desires to appoint a committee to help maintain the architectural integrity and harmony of the community and to insure the common areas are being properly maintained, and

WHEREAS, at this time, the Board wishes to establish an Architectural and Grounds Committee and establish certain operational parameters for the committee.

NOW, THEREFORE, BE IT RESOLVED THAT, a Villages at Wellington Community Association Architectural and Grounds Committee shall be and is hereby established with the following charter:

A. Purpose and Scope of the Committee:

The Architectural and Grounds Committee is established by the Board of Directors to assist the Design Review Board in their review of requests for exterior alteration on the homes in the community and to monitor the condition of the homes and common areas and report their findings to the management company and the Board of Directors. The Committee is subject to the following operational parameters, which may be amended from time to time by the Board of Directors.

B. Composition of the Committee:

1. Each committee member shall be a member of the Villages at Wellington Community Association, in good standing. Each member shall be appointed by the Board of Directors and serve at the will of the Board with no compensation. The committee chairperson may submit a request at any time for a new member to be appointed by the Board. Ideally, the committee shall consist of at least 3 members. If the membership of the committee becomes less than the established minimum, the Board of Directors may disband the Committee and take over its functions until such time as the minimum number of members is re-established. Membership should be arranged, when possible, so that different sections of the community are represented and only one member of the Board should serve on the Committee.
2. The term of each member shall be 1 year with the option to serve for several terms. A new term begins August 1 and ends July 31 and may be shorter but not longer than the previously stated term.

C. Specific Committee Responsibilities and Functions:

1. The Committee votes among themselves, annually (after the annual meeting), for Committee Chairperson and other officers, if any. The chairman shall preside over each meeting and shall have the general powers and duties in general accordance with Roberts Rules of Order, as amended from time to time. Robert's Rules of Order, as amended from time to time, shall be followed as a guideline for operational procedures for the committee.

2. The Committee chairperson should report action of the Committee to the Board quarterly, as necessary.
3. If at least 3 of the committee members are present at a meeting for which notice has been duly given, a quorum exists. A vote of the majority of those present at a meeting is required for a Committee action/decision.
4. Committee members will attend Committee meetings or otherwise properly notify chairperson via e-mail or in writing.
5. Members should respond to communication regarding committee business in a timely manner.
6. Committee members who have missed three (3) or more meetings consecutively with or without reason may be submitted to the Board for removal, as determined appropriate by the Board.
7. The Committee shall monitor the condition of the homes to insure they are being properly maintained. Annually, the Committee shall conduct detailed inspections of each home exterior to identify unapproved architectural changes or significant maintenance concerns. The findings shall be reported to the Board and the management company for enforcement action.
8. The Committee shall monitor the common grounds to ensure they are being properly maintained (with the exception of Section 3, Parcel B, which shall be monitored by the Community Center Committee) and shall alert the Board and management company to any concerns identified.

AND, BE IT FURTHER RESOLVED THAT this resolution shall be effective upon the date of passage.

PASSED this 26th day of September, 2007.

Anthony Kaminski
President

9/26/07
Date

[Signature]
Secretary

26 Sept
Date

Anthony T. Kaminski
Print Name

Stan Niles
Print Name

DV:dv

**Villages at Wellington Community Association
Resolution
Community Center Committee**

WHEREAS, Article IX, Committees, of the Bylaws assigns to the Board of Directors the power to appoint such committees as deemed appropriate in carrying out its purposes; and

WHEREAS, the Board of Directors for the Villages at Wellington Community Association, Inc. desires to provide a mechanism to facilitate the operation and maintenance of the community center, including the rental of the community center hall, the use of the tennis courts, the operation of the pool and grounds around the community center, and

WHEREAS, at this time, the Board wishes to establish a Community Center Committee and establish certain operational parameters for the committee.

NOW, THEREFORE, BE IT RESOLVED THAT, a Villages at Wellington Community Association Community Center Committee shall be and is hereby established with the following charter:

A. Purpose and Scope of the Committee:

The Community Center Committee is established by the Board of Directors to facilitate the operation and maintenance of the Community Center property, including the community center hall, the tennis courts, the pool and grounds around the community center, known as Section 3, Parcel B. The Committee shall recommend to the Board of Directors rules for the use of the Community Center property including recommendations for a pool management company, as necessary. The Community Center Committee shall oversee the use and rental of the Community Center hall. The Committee is subject to the following operational parameters, which may be amended from time to time by the Board of Directors.

B. Composition of the Committee:

1. Each committee member shall be a member of the Villages at Wellington Community Association, in good standing. Each member shall be appointed by the Board of Directors and serve at the will of the Board with no compensation. The committee chairperson may submit a request at any time for a new member to be appointed by the Board. Ideally, the committee shall consist of at least 3 members. If the membership of the committee becomes less than the established minimum, the Board of Directors may disband the Committee and take over its functions until such time as the minimum number of members is re-established. Membership should be arranged, when possible, so that different sections of the community are represented and only one member of the Board should serve on the Committee.
2. The term of each member shall be 1 year with the option to serve for several terms. A new term begins August 1 and ends July 31 and may be shorter but not longer than the previously stated term.

C. Specific Committee Responsibilities and Functions:

1. The Committee votes among themselves, annually (after the annual meeting), for Committee Chairperson and other officers, if any. The chairman shall preside over each meeting and shall have the general powers and duties in general accordance with Roberts

Rules of Order, as amended from time to time. Robert's Rules of Order, as amended from time to time, shall be followed as a guideline for operational procedures for the committee.

2. The Committee chairperson should report action of the Committee to the Board quarterly, as necessary.
3. If at least 3 of the committee members are present at a meeting for which notice has been duly given, a quorum exists. A vote of the majority of those present at a meeting is required for a Committee action/decision.
4. Committee members will attend Committee meetings or otherwise properly notify chairperson via e-mail or in writing.
5. Members should respond to communication regarding committee business in a timely manner.
6. Committee members who have missed three (3) or more meetings consecutively with or without reason may be submitted to the Board for removal, as determined appropriate by the Board.

AND, BE IT FURTHER RESOLVED THAT this resolution shall be effective upon the date of passage.

PASSED this 26th day of September, 2007.

Anthony Kaminski
President

9/26/07
Date

[Signature]
Secretary

26 Sept 2007
Date

Anthony J. Kaminski
Print Name

Stan Niles
Print Name

DV:dv

**Villages at Wellington Community Association
Resolution
Social Committee**

WHEREAS, Article IX, Committees, of the Bylaws assigns to the Board of Directors the power to appoint such committees as deemed appropriate in carrying out its purposes; and

WHEREAS, the Board of Directors for the Villages at Wellington Community Association, Inc. desires to provide a mechanism to foster community spirit and a strong sense of community for the residents through the regular arrangement of social activities and programs, and

WHEREAS, at this time, the Board wishes to establish a Social Committee and establish certain operational parameters for the committee.

NOW, THEREFORE, BE IT RESOLVED THAT, a Villages at Wellington Community Association Social Committee shall be and is hereby established with the following charter:

A. Purpose and Scope of the Committee:

The Social Committee is established by the Board of Directors to arrange social activities and programs for the residents of The Villages at Wellington, which fosters community spirit, and a sense of community. The Committee is subject to the following operational parameters, which may be amended from time to time by the Board of Directors.

B. Composition of the Committee:

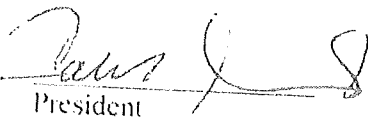
1. Each committee member shall be a member of the Villages at Wellington Community Association, in good standing. Each member shall be appointed by the Board of Directors and serve at the will of the Board with no compensation. The committee chairperson may submit a request at any time for a new member to be appointed by the Board. The committee shall consist of at least 3 members, unless otherwise approved by the Board.
2. The term of each member shall be 1 year with the option to serve for several terms. A new term begins August 1 and ends July 31 and may be shorter but not longer than the previously stated term.
3. If the membership of the committee becomes less than the established minimum, the Board of Directors may disband the Committee and take over its functions until such time as the minimum number of members is re-established.
4. Membership should be arranged, when possible, so that different sections of the community are represented and only one member of the Board, if any, shall serve on the committee with that Board representative rotating each year.
5. The Committee votes among themselves, annually (after the annual meeting), for Committee Chairperson (someone other than the Board representative) and other officers, if any. The chairman shall preside over each meeting and shall have the general powers and duties in general accordance with Roberts Rules of Order, as amended from time to time. Robert's Rules of Order, as amended from time to time, shall be followed as a guideline for operational procedures for the committee.

Specific Committee Responsibilities and Functions:

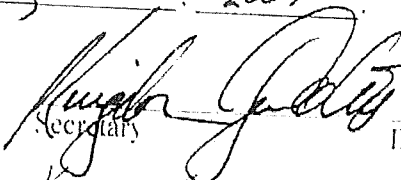
1. The Committee chairperson should report action of the Committee to the Board quarterly, as necessary.
2. The Committee should provide quarterly event & membership updates to be posted on the Website and the Website's Calendar of Events.
3. If at least 3 of the committee members are present at a meeting for which notice has been duly given, a quorum exists. A vote of the majority of those present at a meeting is required for a Committee action/decision.
4. The Committees shall; plan at-least one function per year, increasing occurrence of functions as interest develops, identify goals and other requirements to improve committee function and schedule meetings as required.
5. Committee members will attend planning meetings and social committee events or otherwise properly notify chairperson via email or in writing.
6. Members should respond to communication regarding committee event planning and or business in a timely manner.
7. Committee members who have missed three (3) or more meetings consecutively with or without reason may be submitted to the Board for removal, as determined appropriate by the Board.

AND, BE IT FURTHER RESOLVED THAT this resolution shall be effective upon the date of passage.

PASSED this 8th day of February, 2007


President 3/8/07
Date

KAREN GOULD
Print Name


Secretary 3/30/07
Date
KIPLING GOULD III
Print Name

DV:dv

**RESOLUTION OF THE BOARD OF DIRECTORS OF
VILLAGES AT WELLINGTON COMMUNITY ASSOCIATION, INC.**

(Procedures Relative to Assessments, Collection of Routine
and Special Assessments as well as Delinquent Payments)

WHEREAS, Article IX, Section 1 of the Declaration creates an assessment obligation for the owners of Lots in Villages at Wellington Community Association, Inc. (hereinafter the "Association"), such that each Owner pays 1) an annual assessment equal to his/her proportionate share of the sum required by the Association, as determined by the Board of Directors, and 2) special assessments or charges; such assessments, together with interest, late charges, costs of collection and attorneys' fees, shall be a continuing lien on the Lot and a personal obligation of the owner; and

WHEREAS, Article IX, Section 3(c), of the Declaration states that the Board of Directors of the Association may fix the annual assessment against each Lot at any amount not in excess of the maximum annual assessment as allowed by the Association's governing documents;

WHEREAS, Article IX, Section 7, of the Declaration states that the Board of Directors shall determine the amount of the assessments annually, but may do so at more frequent intervals should circumstances so require; further, upon resolution of the Board of Directors, installments of annual assessments may be levied and collected on a monthly, quarterly, semiannual or annual basis;

WHEREAS, Article IX, Section 8 of the Declaration states that any assessments not paid when due shall be delinquent and shall bear interest subject to a late fee at such rates or amounts as may be established by the Board of Directors from time to time; further, the Association may foreclose the lien against any Lot for which assessments are not paid, bring an action at law against the owner personally obligated to pay the same and add interest, late charges and attorneys' fees to the Owner's account;

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 Maryland law and the Association's governing documents;

NOW, THEREFORE, BE IT RESOLVED THAT the Board of Directors, on behalf of Villages at Wellington Community 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; however, for the convenience of owners, the annual assessment may be paid in equal quarterly installments on the first day of each quarter (January, April, July and October), unless otherwise permitted by the Board of Directors. Ninety (90) days after the due date, if an owner becomes delinquent, the owner's entire annual assessment will become immediately due and payable.

Notices, documents and all correspondence relating to assessments shall be mailed to the Owners' 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: If an owner chooses to pay the annual assessment by means of the quarterly payment plan, an owner's account is delinquent if the installment is not received by the Association's managing agent or attorney within thirty (30) days after the installment due date.

3. LATE FEES AND INTEREST: A delinquent account which is not paid within thirty (30) days after the installment due date will be assessed a late fee charge of \$15.00 or ten percent (10%) of the assessment, whichever is greater. A late fee shall be charged on the quarterly assessment each quarter that the account remains delinquent. A delinquent account will bear interest on the unpaid balance thirty (30) days from the due date, until paid, at the rate of twelve percent (12%) per annum or 2% over the prime rate, whichever is greater. In addition, a \$35.00 returned check charge and/or any related bank charges will be assessed against the account of the Lot owner responsible for payment if the payment is returned.

4. REMINDER NOTICES: If full payment of an assessment is not received by the Association's managing agent within 15 days after the due date, the managing agent will send a reminder notice to the owner by first class mail requesting immediate payment, advising the owner of the late fee and advising the owner that interest will begin to accrue on the unpaid balance.

5. FIRST WARNING: If full payment of an assessment is not received by the Association's managing agent within thirty (30) days after the due date, the managing agent will send a First Warning Notice to the owner by first class mail requesting immediate payment, advising the owner of the late fees and advising the owner that interest will begin to accrue on the unpaid balance and advising of account acceleration, additional collection costs and legal fees that may be applied to the owners account.

6. SECOND WARNING: If full payment of an assessment is not received by the Association's managing agent within sixty (60) days after the due date, the managing agent will send a Second Warning Notice to the owner by first class mail requesting immediate payment, advising the owner of the late fees, interest account acceleration, collection costs and legal fees.

7. NOTICE OF INTENT TO CREATE LIEN AND ATTORNEY'S FEES: If full payment is not received within ninety (90) days, the managing agent will send the account to the attorney to mail a Notice of Intent to Create a Lien to the delinquent owner by means of first class and certified or registered mail, return receipt requested to the owner's address on the Association's books or by personal delivery or as set forth in the Maryland Contract Lien Act.

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, notice of possible acceleration of assessments, interest, late fees, costs of collection and all attorney's fees actually incurred. The Notice of Intent to Create a Lien will conform to the requirements of the Maryland Contract Lien Act and all other applicable laws.

8. 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.

Once a lien has been filed, the Association's attorney shall send a request to the Board to proceed with further legal action, including but not limited to filing a lawsuit against the owner, and/or foreclosing on the owner's property in order to collect the past due amounts owed the Association.

9. 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.

10. 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 9, 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. Both management and the association's attorney shall have the authority to arrange a payment plan for a delinquent owner, provided the payment plan does not exceed two years. Any payment plans in excess of two (2) years must be at the approval of the Board of Directors.

7/25/13
DATE

D. W. II
PRESIDENT

I hereby certify the Board of Directors duly adopted this Policy Resolution on _____, 2013 and thereafter, that I caused this Resolution to be mailed, or hand delivered to the Lot Owners of Villages at Wellington Community Association, Inc.

This policy resolution shall become effective thirty (30) days from the date of its adoption.

ATTEST:

7/26/13
DATE

[Signature]
SECRETARY

Current Unaudited Financial Documents
The Villages at Wellington Community Association, Inc.

Order: WDXSXV28Z
Address: 7906 Aylesford Ln
Order Date: 10-20-2020
Document not for resale
HomeWiseDocs

The Villages at Wellington HOA

P.

Balance Sheet
As of 09/30/20

BALANCE SHEET

ASSETS

OPERATING CASH:

Checking - Union Bank HOA Srvc	\$ 122,373.53	
Subtotal Operating Cash		\$ 122,373.53

RESERVE CASH:

Union Bank MM (ProCom)	\$ 37,205.72	
Morgan Stanley MM ****9128	295,519.41	
Morgan Stanley CD (1/20/21)	100,000.00	
Morgan Stanley CD (10/08/21)	150,000.00	
Morgan Stanley CD (10/27/22)	100,000.00	
Morgan Stanley CD (07/30/24)	100,000.00	
Subtotal Reserve Cash		\$ 782,725.13

OTHER ASSETS:

Assessments Receivable	\$ 60,508.87	
Late Fees Receivable	5,626.03	
Misc. Owner Charges	137.00	
Legal Fees Receivable	48,455.58	
Owner Collection Cost Receiv.	9,457.25	
Owner Interest Receivable	12,769.63	
Owner Fines Receivables	1,350.00	
Lien (Bader) Costs Receivables	1,149.95	
Allowance for Doubtful Accts.	(67,185.56)	
Furniture & Fixtures	33,208.97	
Accum. Depr. -Furn. & Fixtures	(32,271.00)	
Subtotal Other Assets		\$ 73,206.72

TOTAL ASSETS

=====

\$ 978,000.00

LIABILITIES & MEMBERS EQUITY

LIABILITIES:

Prepaid Owner Assessments	\$ 42,037.84	
Subtotal Liabilities		\$ 42,037.84

RESERVE ALLOCATION:

Reserves - Asphalt Parking	\$ 41,371.28
Reserves-Conc. curb & gutters	16,548.51
Reserves - Fence, rails, wall	372,192.51
Reserves - Pool	73,900.24
Reserves - Community Center	200,841.83

Order: WDXSXV28372
Address: 7906 Ayles
Order Date: 10-20-2020
Document not for resale
HomeWiseDocs

Run Date: 10/14/20
Run Time: 01:54 PM

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THE VILLAGES AT WELLINGTON HOMEOWNERS ASSOCIATION

VWH Income & Expense
Period: 09/01/20 to 09/30/20

Account	Description	Actual	Current Period		Actual	Year-To-Date		Yt B
			Budget	Variance		Budget	Variance	
Income/Expense Statement								
INCOME								
06310	Assessment Income	.00	.00	.00	209,227.50	209,227.50	.00	278,9
06340	Late Fees Income	.00	333.33	(333.33)	2,716.80	2,999.97	(283.17)	4,0
06350	Legal fees Reimbursement	.00	1,416.66	(1,416.66)	4,493.53	12,749.94	(8,256.41)	17,0
06390	Owner Interest Income	.00	166.66	(166.66)	.00	1,499.94	(1,499.94)	2,0
06450	Owner Fine Income	125.00	.00	125.00	250.00	.00	250.00	
06422	Clubhouse Usage Fee	.00	666.66	(666.66)	925.00	5,999.94	(5,074.94)	8,0
06910	Reserve Interest Income	.00	562.50	(562.50)	26,568.96	5,062.50	21,506.46	6,7
06999	Reserve Contribution	.00	(3,062.50)	3,062.50	.00	(27,562.50)	27,562.50	(36,7)
	TOTAL INCOME	125.00	83.31	41.69	244,181.79	209,977.29	34,204.50	279,9
EXPENSES								
GENERAL & ADMINSTRATIVE:								
07010	Management Fees	6,700.00	6,700.00	.00	60,300.00	60,300.00	.00	80,4
07140	Audit & Tax Filing	2,875.00	.00	(2,875.00)	2,875.00	2,200.00	(675.00)	2,2
07160	Legal Fees	.00	1,593.75	1,593.75	2,206.00	14,343.75	12,137.75	19,1
07280	Insurance - F&L/D&O	2,581.44	916.66	(1,664.78)	7,706.82	8,249.94	543.12	11,0
07430	Federal Taxes	.00	.00	.00	.00	1,700.00	1,700.00	1,7
07450	Storm Water Tax	.00	1,100.00	1,100.00	1,050.67	1,100.00	49.33	1,1
07455	Personal Porperty Tax	.00	.00	.00	75.00	300.00	225.00	3
07890	Misc. Adminstrative Expenses	3,429.62	875.00	(2,554.62)	15,326.89	7,875.00	(7,451.89)	10,5
07895	Website/Portal	.00	135.41	135.41	.00	1,218.69	1,218.69	1,6
07910	Social Activities	.00	541.66	541.66	.00	4,874.94	4,874.94	6,5
07915	Bad Debt Expense	.00	250.00	250.00	.00	2,250.00	2,250.00	3,0
	Subtotal General & Admin.	15,586.06	12,112.48	(3,473.58)	89,540.38	104,412.32	14,871.94	137,4
MAINTENANCE & CONTRACTS								
09020	Grounds Maintenance Contract	2,744.17	2,744.16	(.01)	24,697.53	24,697.44	(.09)	32,9
09025	Grounds Improvements	.00	750.00	750.00	.00	6,750.00	6,750.00	9,0
08590	Repair & Maintenance	.00	166.66	166.66	2,268.89	1,499.94	(768.95)	2,0
09750	Extermination	.00	450.00	450.00	.00	450.00	450.00	4
09800	Snow Removal	.00	.00	.00	.00	.00	.00	12,0
09805	Community Entrance Improvemem	.00	337.83	337.83	.00	3,040.47	3,040.47	4,0
	Subtotal Maintenance & Repai	2,744.17	4,448.65	1,704.48	26,966.42	36,437.85	9,471.43	60,4
UTILITIES								
08910	Electricity	132.84	233.33	100.49	1,425.94	2,099.97	674.03	2,8

Order: WDXSXV28Z
Address: 7906 Aylesford Ln

Order Date: 10-20-2020

Document not for resale
HomeWiseDocs

The Villages at Wellington HOA

P:

Balance Sheet
As of 07/31/20

BALANCE SHEET

ASSETS		
OPERATING CASH:		
Checking - Union Bank HOA Srvc	\$ 141,954.75	
Subtotal Operating Cash		\$ 141,954.75
RESERVE CASH:		
Union Bank MM (ProCom)	\$ 42,483.65	
Morgan Stanley MM ****9128	295,220.16	
Morgan Stanley CD (1/20/21)	100,000.00	
Morgan Stanley CD (10/08/21)	150,000.00	
Morgan Stanley CD (10/27/22)	100,000.00	
Morgan Stanley CD (07/30/24)	100,000.00	
Subtotal Reserve Cash		\$ 787,703.81
OTHER ASSETS:		
Assessments Receivable	\$ 71,921.39	
Late Fees Receivable	6,916.03	
Misc. Owner Charges	137.00	
Legal Fees Receivable	48,593.21	
Owner Collection Cost Receiv.	10,597.75	
Owner Interest Receivable	13,030.97	
Owner Fines Receivables	1,100.00	
Lien (Bader) Costs Receivables	1,149.95	
Allowance for Doubtful Accts.	(67,185.56)	
Furniture & Fixtures	33,208.97	
Accum. Depr. -Furn. & Fixtures	(32,271.00)	
Subtotal Other Assets		\$ 87,198.71
TOTAL ASSETS		\$ 1,016,856.08
LIABILITIES & MEMBERS EQUITY		
LIABILITIES:		
Prepaid Owner Assessments	\$ 12,048.08	
Collection Fees	(15.00)	
Subtotal Liabilities		\$ 12,033.08
RESERVE ALLOCATION:		
Reserves - Asphalt Parking	\$ 41,371.28	
Reserves-Conc. curb & gutters	16,548.51	
Reserves - Fence, rails, wall	372,192.51	
Reserves - Pool	372,192.51	

Order: WDXSXV28Z1654851
Address: 7906 Ayle37219251
Order Date: 10-20-2020
Document not for resale
HomeWiseDocs

Run Date: 08/11/20
 Run Time: 12:55 AM

P:

THE VILLAGES AT WELLINGTON HOMEOWNERS ASSOCIATION

VWH Income & Expense
 Period: 07/01/20 to 07/31/20

Account	Description	Actual	Current Period		Actual	Year-To-Date		YTD
			Budget	Variance		Budget	Variance	
Income/Expense Statement								
INCOME								
06310	Assessment Income	69,742.50	69,742.50	.00	209,227.50	209,227.50	.00	278,9
06340	Late Fees Income	1,635.00	333.33	1,301.67	3,143.00	2,333.31	809.69	4,0
06350	Legal fees Reimbursement	.00	1,416.66	(1,416.66)	3,443.03	9,916.62	(6,473.59)	17,0
06390	Owner Interest Income	.00	166.66	(166.66)	.00	1,166.62	(1,166.62)	2,0
06422	Clubhouse Usage Fee	.00	666.66	(666.66)	925.00	4,666.62	(3,741.62)	8,0
06910	Reserve Interest Income	.00	562.50	(562.50)	26,266.26	3,937.50	22,328.76	6,7
06999	Reserve Contribution	.00	(3,062.50)	3,062.50	.00	(21,437.50)	21,437.50	(36,7)
	TOTAL INCOME	71,377.50	69,825.81	1,551.69	243,004.79	209,810.67	33,194.12	279,9
EXPENSES								
GENERAL & ADMINSTRATIVE:								
07010	Management Fees	6,700.00	6,700.00	.00	46,900.00	46,900.00	.00	80,4
07140	Audit & Tax Filing	.00	.00	.00	.00	2,200.00	2,200.00	2,2
07160	Legal Fees	.00	1,593.75	1,593.75	2,206.00	11,156.25	8,950.25	19,1
07280	Insurance - F&L/D&O	2,562.69	916.66	(1,646.03)	5,125.38	6,416.62	1,291.24	11,0
07430	Federal Taxes	.00	.00	.00	.00	1,700.00	1,700.00	1,7
07450	Storm Water Tax	.00	.00	.00	.00	.00	.00	1,1
07455	Personal Porperty Tax	75.00	.00	(75.00)	75.00	300.00	225.00	3
07890	Misc. Adminstrative Expenses	234.00	875.00	641.00	7,997.96	6,125.00	(1,872.96)	10,5
07895	Website/Portal	.00	135.41	135.41	.00	947.87	947.87	1,6
07910	Social Activities	.00	541.66	541.66	.00	3,791.62	3,791.62	6,5
07915	Bad Debt Expense	.00	250.00	250.00	.00	1,750.00	1,750.00	3,0
	Subtotal General & Admin.	9,571.69	11,012.48	1,440.79	62,304.34	81,287.36	18,983.02	137,4
MAINTENANCE & CONTRACTS								
09020	Grounds Maintenance Contract	2,744.17	2,744.16	(.01)	19,209.19	19,209.12	(.07)	32,9
09025	Grounds Improvements	.00	750.00	750.00	.00	5,250.00	5,250.00	9,0
08590	Repair & Maintenance	.00	166.66	166.66	1,775.00	1,166.62	(608.38)	2,0
09750	Extermination	.00	.00	.00	.00	.00	.00	4
09800	Snow Removal	.00	.00	.00	.00	.00	.00	12,0
	Subtotal Maintenance & Repai	2,744.17	3,660.82	916.65	20,984.19	25,625.74	4,641.55	56,3
UTILITIES								
08910	Electricity	133.45	233.33	99.88	1,160.34	1,633.31	472.97	2,8
	Subtotal Utilities	133.45	233.33	99.88	1,160.34	1,633.31	472.97	2,8

Order: ~~WDXGXV28Z~~
 Address: 7906 Aylesford Ln
 Order Date: 10-20-2019 7:30:00.24

Document not for resale
 HomeWiseDocs

Insurance-Commerical Liability
The Villages at Wellington Community Association, Inc.

Order: WDXSXV28Z
Address: 7906 Aylesford Ln
Order Date: 10-20-2020
Document not for resale
HomeWiseDocs

State Farm



STATE FARM FIRE AND CASUALTY COMPANY
A STOCK COMPANY WITH HOME OFFICES IN BLOOMINGTON, ILLINOIS

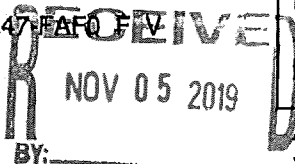
DECLARATIONS AMENDED OCT 16 2019

3 Ravinia Drive
Atlanta GA 30346-2117

Named Insured

002538 3123
THE VILLAGES AT WELLINGTON
COMMUNITY ASSOCIATION INC
400 SERENDIPITY DR
MILLERSVILLE MD 21108-1951

M-21-9A47-EAF0 FIV



Policy Number	90-G0-6473-4	
Policy Period	Effective Date	Expiration Date
12 Months	OCT 10 2019	OCT 10 2020
The policy period begins and ends at 12:01 am standard time at the premises location.		

Agent and Mailing Address
JOHN STEIN
6630 BALTO NATL PIKE STE 100B
BALTIMORE MD 21228-3992

PHONE: (410) 744-7733



0107-0000

Residential Community Association Policy

Automatic Renewal - If the **policy period** is shown as **12 months**, this policy will be renewed automatically subject to the premiums, rules and forms in effect for each succeeding policy period. If this policy is terminated, we will give you and the Mortgagee/Lienholder written notice in compliance with the policy provisions or as required by law.

Entity: HOMEOWNERS ASSOCIATION

Reason for Declarations: Your policy is amended OCT 16 2019
ADDITIONAL INSURED ADDED
PREMIUM ADJUSTMENT
FORM CMP-4788 ADDED

Endorsement Premium None

Discounts Applied:
Renewal Year
Protective Devices
Sprinkler
Claim Record

PLEASE SEE AN IMPORTANT MESSAGE FOLLOWING THE PARTICIPATING POLICY PROVISION AT THE END OF THIS DECLARATIONS.

Prepared
OCT 29 2019
CMP-4000

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Continued on Reverse Side of Page

Page 1 of 7

530-686 a.2 05-31-2011 (0119321c)



DECLARATIONS (CONTINUED)

Residential Community Association Policy for THE VILLAGES AT WELLINGTON
 Policy Number 90-G0-6473-4



SECTION I - INFLATION COVERAGE INDEX(ES)

Inflation Coverage Index: 208.6

SI-0207-0000

SECTION I - DEDUCTIBLES

Basic Deductible \$10,000

Special Deductibles:

Money and Securities	\$250	Employee Dishonesty	\$250
Equipment Breakdown	\$2,500		

Other deductibles may apply - refer to policy.

SECTION I - EXTENSIONS OF COVERAGE - LIMIT OF INSURANCE - EACH DESCRIBED PREMISES

The coverages and corresponding limits shown below apply separately to each described premises shown in these Declarations, unless indicated by "See Schedule." If a coverage does not have a corresponding limit shown below, but has "Included" indicated, please refer to that policy provision for an explanation of that coverage.

COVERAGE	LIMIT OF INSURANCE
Collapse	Included
Damage To Non-Owned Buildings From Theft, Burglary Or Robbery	Coverage B Limit
Debris Removal	25% of covered loss
Equipment Breakdown	Included
Fire Department Service Charge	\$5,000
Fire Extinguisher Systems Recharge Expense	\$5,000
Glass Expenses	Included



DECLARATIONS (CONTINUED)

Residential Community Association Policy for THE VILLAGES AT WELLINGTON
 Policy Number 90-G0-6473-4



0307-0000

Property Of Others (applies only to those premises provided Coverage B - Business Personal Property)	\$2,500
Signs	\$15,000
Valuable Papers And Records	
On Premises	\$10,000
Off Premises	\$5,000

SECTION I - EXTENSIONS OF COVERAGE - LIMIT OF INSURANCE - PER POLICY

The coverages and corresponding limits shown below are the most we will pay regardless of the number of described premises shown in these Declarations.

COVERAGE	LIMIT OF INSURANCE
Back-Up of Sewer or Drain	Included
Employee Dishonesty	\$25,000
Loss Of Income And Extra Expense	Actual Loss Sustained - 12 Months

SECTION II - LIABILITY

COVERAGE	LIMIT OF INSURANCE
Coverage L - Business Liability	\$1,000,000
Coverage M - Medical Expenses (Any One Person)	\$5,000
Damage To Premises Rented To You	\$300,000
AGGREGATE LIMITS	LIMIT OF INSURANCE
Products/Completed Operations Aggregate	\$2,000,000



DECLARATIONS (CONTINUED)

Residential Community Association Policy for THE VILLAGES AT WELLINGTON
Policy Number 90-G0-6473-4



5/1-0407-0000

This policy is issued by the State Farm Fire and Casualty Company.

Participating Policy

You are entitled to participate in a distribution of the earnings of the company as determined by our Board of Directors in accordance with the Company's Articles of Incorporation, as amended.

In Witness Whereof, the State Farm Fire and Casualty Company has caused this policy to be signed by its President and Secretary at Bloomington, Illinois.

Lynne M. Youell
Secretary

Michael J. Lyons
President

WE WILL CONSIDER YOUR CLAIMS HISTORY, IF ANY, FOR PURPOSES OF DETERMINING WHETHER TO CANCEL OR REFUSE TO RENEW YOUR POLICY.

Prepared
OCT 29 2019
CMP-4000

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STATE FARM FIRE AND CASUALTY COMPANY
 A STOCK COMPANY WITH HOME OFFICES IN BLOOMINGTON, ILLINOIS

3 Ravinia Drive
 Atlanta GA 30346-2117

Named Insured

M-21-9A47-FAF0 F V

THE VILLAGES AT WELLINGTON
 COMMUNITY ASSOCIATION INC
 400 SERENDIPITY DR
 MILLERSVILLE MD 21108-1951



INLAND MARINE ATTACHING DECLARATIONS

Policy Number	90-G0-6473-4	
Policy Period	Effective Date	Expiration Date
12 Months	OCT 10 2019	OCT 10 2020
The policy period begins and ends at 12:01 am standard time at the premises location.		

0507-0000

ATTACHING INLAND MARINE

Automatic Renewal - If the policy period is shown as 12 months, this policy will be renewed automatically subject to the premiums, rules and forms in effect for each succeeding policy period. If this policy is terminated, we will give you and the Mortgagee/Lienholder written notice in compliance with the policy provisions or as required by law.

Annual Policy Premium Included

The above Premium Amount is included in the Policy Premium shown on the Declarations.

Your policy consists of these Declarations, the INLAND MARINE CONDITIONS shown below, and any other forms and endorsements that apply, including those shown below as well as those issued subsequent to the issuance of this policy.

Forms, Options, and Endorsements

FE-8739 Inland Marine Conditions
 FE-8743.1 Inland Marine Computer Prop

See Reverse for Schedule Page with Limits

Prepared
 OCT 29 2019
 FD-6007

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019675

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CMP-4788 ADDITIONAL INSURED — MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:
BUSINESSOWNERS COVERAGE FORM



SCHEDULE

Policy Number: 90-G0-6473-4

Named Insured:

**THE VILLAGES AT WELLINGTON
COMMUNITY ASSOCIATION INC
400 SERENDIPITY DR
MILLERSVILLE MD 21108-1951**

Name And Address Of Additional Insured Person Or Organization:

**PROCOM MANAGEMENT
400 SERENDIPITY DR
MILLERSVILLE MD 21108-1951**

Location Of Premises (Part Leased To You):

STRATFIELD CIR LAUREL MD 20707

1. **SECTION II — WHO IS AN INSURED** of **SECTION II — LIABILITY** is amended to include, as an additional insured, any person or organization shown in the Schedule, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule.
2. With respect to the insurance afforded the additional insured, this insurance does not apply to:
 - a. Any "occurrence" or offense which takes place after you cease to be a tenant in the premises shown in the Schedule.
 - b. Structural alterations, new construction or demolition operations performed by or for that additional insured.
3. Any insurance provided to the additional insured shall only apply with respect to a claim made or a "suit" brought for damages for which you are provided coverage.
4. Primary Insurance. The insurance afforded the additional insured shall be primary insurance. Any insurance carried by the additional insured shall be noncontributory with respect to coverage provided by you.

All other policy provisions apply.

CMP-4788

0607-0000



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CMP-4788 ADDITIONAL INSURED — MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:
BUSINESSOWNERS COVERAGE FORM



0707-0000

SCHEDULE

Policy Number: 90-G0-6473-4

Named Insured:

THE VILLAGES AT WELLINGTON
COMMUNITY ASSOCIATION INC
400 SERENDIPITY DR
MILLERSVILLE MD 21108-1951

Name And Address Of Additional Insured Person Or Organization:

PROCOM MANAGEMENT
400 SERENDIPITY DR
MILLERSVILLE MD 21108-1951

Location Of Premises (Part Leased To You):

STRATFIELD CIR LAUREL MD 20707

1. **SECTION II — WHO IS AN INSURED** of **SECTION II — LIABILITY** is amended to include, as an additional insured, any person or organization shown in the Schedule, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule.
2. With respect to the insurance afforded the additional insured, this insurance does not apply to:
 - a. Any "occurrence" or offense which takes place after you cease to be a tenant in the premises shown in the Schedule.
 - b. Structural alterations, new construction or demolition operations performed by or for that additional insured.
3. Any insurance provided to the additional insured shall only apply with respect to a claim made or a "suit" brought for damages for which you are provided coverage.
4. **Primary Insurance.** The insurance afforded the additional insured shall be primary insurance. Any insurance carried by the additional insured shall be noncontributory with respect to coverage provided by you.

All other policy provisions apply.

CMP-4788

Insurance-Fidelity Bond
The Villages at Wellington Community Association, Inc.

Order: WDXSXV28Z
Address: 7906 Aylesford Ln
Order Date: 10-20-2020
Document not for resale
HomeWiseDocs

CERTIFICATE OF INSURANCE



This certifies that

- STATE FARM FIRE AND CASUALTY COMPANY, Bloomington, Illinois
- STATE FARM GENERAL INSURANCE COMPANY, Bloomington, Illinois
- STATE FARM FIRE AND CASUALTY COMPANY, Aurora, Ontario
- STATE FARM FLORIDA INSURANCE COMPANY, Winter Haven, Florida
- STATE FARM LLOYDS, Dallas, Texas

Insures the following policyholder for the coverages indicated below:

Policyholder: VILLAGES AT WELLINGTON HOMEOWNERS ASSOCIATION
 Address of policyholder: C/O Procom Management Inc. 400 Serendipity Dr. Millersville, MD. 21108-1951
 Location of operations: STRATFIELD CIR LAUREL MD LAUREL MD 20707
 Description of operations: RESIDENTIAL COOPERATIVE ASSOCIATION -100% REPLACEMENT COST, INCLUDING THE UNITS AND UNIT IMPROVEMENTS, NOT TO EXCEED THE BLANKET BUILDING COVERAGE LIMIT.

The policies listed below have been issued to the policyholder for the policy periods shown. The insurance described in these policies is subject to all the terms, exclusions, and conditions of those policies. The limits of liability shown may have been reduced by any paid claims.

POLICY NUMBER	TYPE OF INSURANCE	POLICY PERIOD		LIMITS OF LIABILITY (at beginning of policy period)	
		Effective Date	Expiration Date		
90-G0-6473-4	Comprehensive Business Liability <input checked="" type="checkbox"/> Products - Completed Operations <input checked="" type="checkbox"/> Contractual Liability <input checked="" type="checkbox"/> Personal Injury <input checked="" type="checkbox"/> Advertising Injury <input type="checkbox"/> ADDL INS-SECT II- DH BADER MGT <input checked="" type="checkbox"/> DIRECTORS & OFFICERS LIABILITY - \$1,000,000	10/10/19	10/10/20	BODILY INJURY AND PROPERTY DAMAGE	
This insurance includes:				Each Occurrence	\$ 1,000,000
				General Aggregate	\$ 2,000,000
				Products - Completed Operations Aggregate	\$ 2,000,000
90-G0-6475-9	<input checked="" type="checkbox"/> EXCESS LIABILITY <input checked="" type="checkbox"/> Umbrella <input type="checkbox"/> Other	10/10/19	10/10/20	BODILY INJURY AND PROPERTY DAMAGE (Combined Single Limit)	
				Each Occurrence	\$ 5,000,000
				Aggregate	\$ 5,000,000
90-CL-P827-0	Workers' Compensation and Employers Liability	10/10/19	10/10/20	Part I - Workers Compensation - Statutory	
				Part II - Employers Liability	
				Each Accident	\$ 100,000
				Disease - Each Employee	\$ 100,000
				Disease - Policy Limit	\$ 500,000
POLICY NUMBER	TYPE OF INSURANCE	POLICY PERIOD		LIMITS OF LIABILITY (at beginning of policy period)	
90-G0-6473-4	COOPERATIVE ASSN	10/10/19	10/10/20	\$1768200 BUILDING-ALL-INCLUSIVE	
	\$1000 DEDUCTIBLE	EQUIP BRKD	BLDG ORD	100% REPL. COST UP TO BLDG. LIMIT	
90-BC-W680-5	FIDELITY BOND	06/15/19	06/15/20	\$900000 EMPLOYEE DISHONESTY	

THE CERTIFICATE OF INSURANCE IS NOT A CONTRACT OF INSURANCE AND NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE APPROVED BY ANY POLICY DESCRIBED HEREIN.

Order: WDXSXV28Z
 Address: 7906 Aylesford Dr
 Order Date: 10-20-2020
 Document not for resale
 HomeWiseDocs

If any of the described policies are canceled before their expiration date, State Farm will try to mail a written notice to the certificate holder 30 days before cancellation. If however, we fail to mail such notice, no obligation or liability will be imposed on State Farm or its agents or representatives.

Signature of Authorized Representative
 JOHN D. STEIN 10/30/2019
 Title _____ Date _____
 SIGNATURE IS NOT REQUIRED BY LAW
 Agent Name _____
 Telephone Number F 410-744-7733
 Agent's Code Stamp _____
 Agent Code 20-9A47
 AFO Code _____

Rules and Regulations
The Villages at Wellington Community Association, Inc.

Order: WDXSXV28Z
Address: 7906 Aylesford Ln
Order Date: 10-20-2020
Document not for resale
HomeWiseDocs

The Villages at Wellington Residential Design Guidelines

**City of Laurel
Prince George's County, Maryland**

The information contained in these Guidelines is for the exclusive use of Bear Branch Associates, LLC, for the development of The Villages at Wellington, City of Laurel, Prince George's County, Maryland.

January, 1994

Statement of Limited Liability

The Design Guidelines are intended to describe a general level of conformance for development and are to be used for planning purposes only. The Design Guidelines and the procedures set forth herein may be modified or waived from time to time by the Committee and do not replace the need for conformance to any applicable federal, state, county or local obligations, nor do they create an independent jurisdictional district.

Neither the Primary Developer, the Design Review Board, the Homeowner's Association or the Board of Directors, nor their individual members, partners, employees, agents, or their successors or assigns of any of them shall be liable in damages to anyone submitting to them for approval of any plans and specifications or requests for variances from the Design Guidelines, or to any owner or occupant of any parcel of land affected by the Design Guidelines, or to any third party, and the submission of such plans or requests shall constitute an express waiver and release of such parties to the fullest extent permitted by law.

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I. Introduction

This document sets forth planning and design guidelines for the residential development within the Villages at Wellington. The Design Guidelines and Standards are a means by which the Design Review Board may communicate to the public, property owners, and designers and builders its philosophy, standards, and attitudes toward the physical development of its residential community. These Design Guidelines and Standards also require that all future residential development will conform to the overall community theme and ensure that all future neighborhoods will offer a careful balance of well designed homes, extensive landscaping and quality detailing, all of which in concert will form a memorable environment with a sense of permanence for all residents.

A. Overview

These standards shall be known as the Design Guidelines and Standards. They are to be used in conjunction with Declarations of Covenants, Conditions and Restrictions recorded against real property located in The Villages at Wellington in the City of Laurel, Prince George's County, Maryland.

1. Purpose

The purpose of the Design Guidelines and Standards is to ensure development of consistent high quality, thereby protecting and enhancing the investment of all residents within The Villages at Wellington. The standards provide a documented basis for evaluating the planning and architectural design of improvements to each land parcel. They will serve as a framework for design concepts, performance and quality standards that will guide the design and construction of the various community development improvements.

2. Objectives

The following objectives form the basis for these design standards:

Economic - to protect property values and enhance investments.

Environmental - to conserve existing natural features and minimize any adverse impact on the ecosystem.

Function - to encourage imaginative planning of facilities on sites and flexibility to respond to changes in market demand.

Visual - to create variety, interest and a high standard of architectural and landscape design.

Social - to establish amenable living environments that will be an integral part of the community.

Process - to facilitate development and minimize delays by establishing a rational basis for preparing and evaluating proposed development.

3. Process

Term - The Villages at Wellington Design Guidelines and Standards shall run concurrently with the Declaration of Covenants, Conditions and Restrictions.

Amendment to Design Standards - The Guidelines provide direction and assistance for preparing builder's plans and for review by the Design Review Board (also referred to in this document as DRB). The Guidelines may be modified and amended by the DRB, as required to reflect governmental requirements or, in the DRB's judgement, the benefits of advanced technology, improved efficiency, progressive development concepts or otherwise to enhance the Community. Any changes will require a two-thirds vote by the entire committee. If a standard does not seem justified in a particular case without setting any precedent, because of a special condition or circumstance, the DRB may approve a variance as it applies only to that particular case.

Enforcement - Each owner and/or occupant shall have the duty of and responsibility for conforming to The Villages at Wellington Design Standards as administered and interpreted in accordance with the Declaration of Covenants, Conditions and Restrictions for land use, architectural control and common areas.

Codes - Compliance with this document does not provide exemption from required state, county or local approval procedures. All construction, alteration, moving, demolition, repair, or use within The Villages of Wellington will be subject to the provisions of the City of Laurel and/or Prince George's County regulations. Nothing in these Guidelines or Covenants shall take precedence over any applicable government agency regulations. However, where these instruments are more restrictive, the instruments shall prevail.

Application - These Design Guidelines and the recorded Declaration of Covenants, Conditions and Restrictions are documented and are part of, or referred to in, every land sale agreement with the Community.

B. The Villages at Wellington Concept Master Plan

1. General Description of Neighborhoods/Design Intent

The Villages at Wellington is distinctly divided into four (4) quadrants. Van Dusen Road bisects the property from north to south creating a physical separation between the east and west sections. The Bear Branch stream valley traverses the property from west to east, further subdividing the property into four quadrants. These resulting in four (4) buildable residential development areas shall be referred to as Neighborhoods A, B, C, and D and can be referenced in Exhibit 1.

Neighborhood A (Northeast Quadrant) is bounded by Cherry Lane to the north, Van Dusen Road to the west, the Bear Branch stream valley to the south and the existing Laurel Lakes development to the east. It is characterized by gentle slopes at Cherry Lane gradually increasing in severity as the land falls to the Bear Branch. The existing forest is mature oak with an understory of holly and mountain laurel.

Design Intent: A courtyard design with interior green space, modified road standards, optimum solar orientation and significant tree save areas will attract homebuyers to this neighborhood. Larger, exclusive homesites with easy access and stream valley amenity frontage call for strict adherence to design that reflects environmental sensitivity.

Neighborhood B (Northwest Quadrant) is bounded by Cherry Lane to the north, low density residential to the west, the Bear Branch stream valley to the south and Van Dusen Road to the east. Adjacent to the northeast portion of this section is the Prince George's County Fire Station No. 10. This neighborhood has similar topography to Neighborhood A except for a depression in the center of the section caused by previous mining

operations. The vegetation along the perimeter and the stream valley is mostly mature with the center portion showing successional growth.

Design Intent: Significant buffer zones around the perimeter of this neighborhood create an attractive setting for larger and more secluded homesites. A more traditional layout responds to topography and vegetation and again takes full advantage of the south-facing slopes and stream valley amenity.

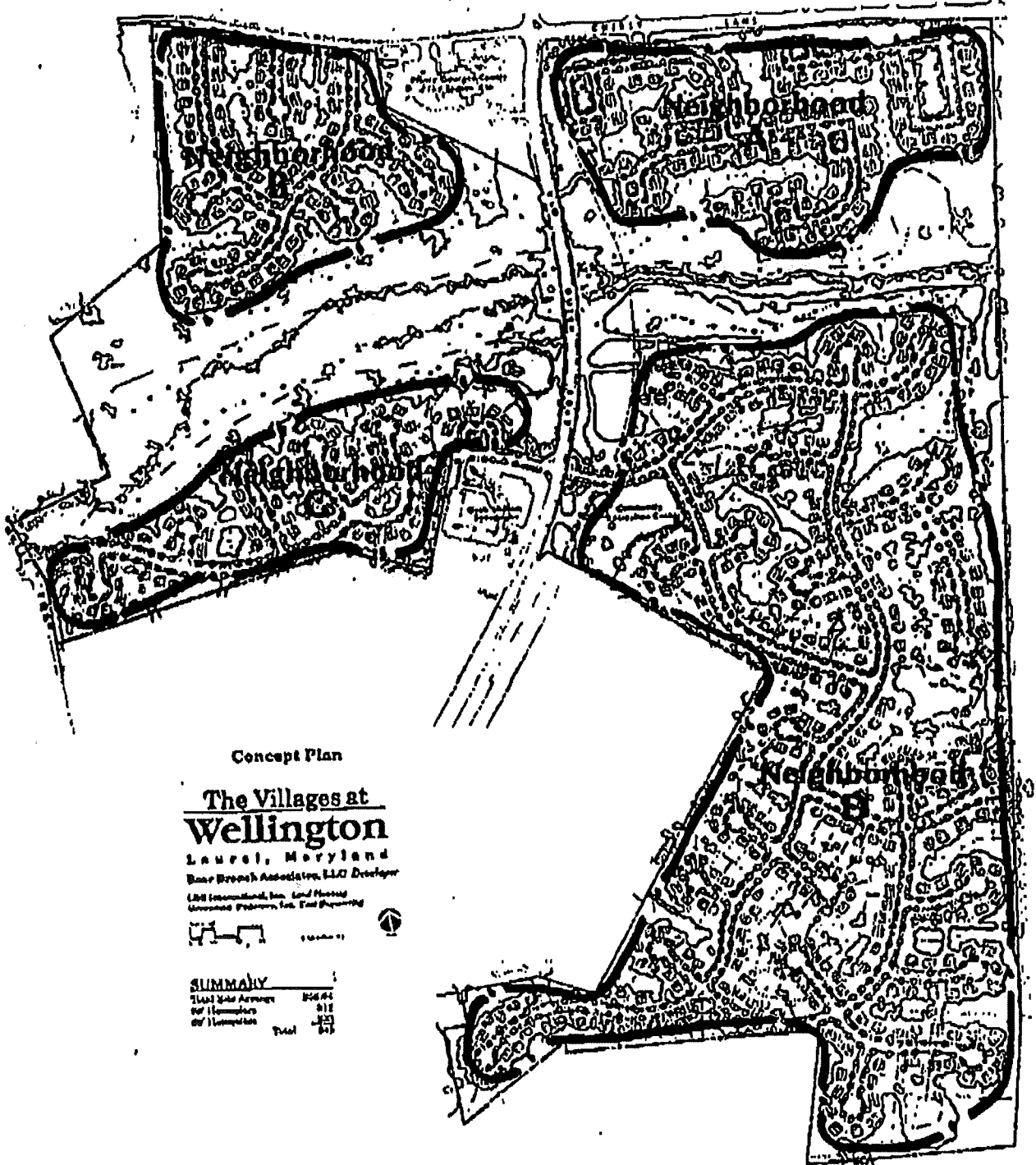
Neighborhood C (Southwest Quadrant) is bounded by Contee Road to the west, the Laurel and Beltsville Medical complex to the south, the Oseh Shalom Synagogue and Van Dusen Road to the east and Bear Branch stream valley to the north. This area is currently in successional growth with disturbed areas caused by previous sand and gravel mining operations. The topography on the relatively narrow upland strip is relatively flat.

Design Intent: Several courts of smaller lot homesites are proposed near the hospital parcel with larger lots adjacent to the Bear Branch stream valley. Predetermined access points at either end of the parcel are flanked by existing and enhanced environmental amenities.

Neighborhood D (Southeast Quadrant) is bounded by Van Dusen Road to the west, Commercial Zoned property to the south and west, low density residential land to the south, existing Laurel Lakes development to the east and the Bear Branch stream valley to the North. The significant feature is the sand and gravel mining operation that encompassed a portion of this section. The perimeters to the north and south are heavily treed while the east and west boundaries are moderately vegetated.

Design Intent: This area will provide a pleasing variety of homesites and amenity features. The diversity of landforms and vegetation allow for a mixture of small and larger homesites. Good vehicular access is provided from Van Dusen and Cypress streets into this largest neighborhood which supports newly created water and environmental amenities and the Community Recreation Area.

The Villages at Wellington Concept Master Plan - Neighborhood Identification



II. Responsibilities

The Primary Developer, Bear Branch Associates, LLC, and individual Builders are responsible for separate, but interrelated aspects of the development of The Villages at Wellington. Builder implementation will require close coordination with Bear Branch Associates.

A. Bear Branch Associates, LLC, Responsibilities

- 1. Site design and engineering through Final Development Plan approval for the Project and related public infrastructure improvements.
2. Implementation of all public roadway improvements adjacent to the property, all internal public streets and common use easements, including associated utilities, street lights, site furnishings, sidewalks and landscape improvements (street trees and entrance elements), as specified in the approved Final Development Plan.
3. Proposed infrastructure improvements including sewer, water and storm drains adjacent to, but not internal to property purchased by builders; implementation of storm water management facilities to service the community as well as associated landscape improvements in accordance with the Final Development Plan.
4. Mass grading in association with public infrastructure improvements.
5. Implementation of proposed recreation facilities and open space pathways shown on the Final Development Plans.
6. An Association will be established for project control, ownership and maintenance of all common spaces. During the initial development, the Association will be managed by Bear Branch Associates, LLC.

B. Builder's Responsibilities

1. Any deviation in design and engineering from the approved Final Development Plan must first be submitted to the Design Review Board (DRB) for approval and may then require additional City, County and/or State approvals for which the builder is responsible.
2. Implementation of all residential structures in accordance with the instruments, and all internal infrastructure, i.e., utilities, paving, etc. in accordance with the Final Development Plan.
3. Implementation of all residential landscape architectural elements within or internal to the property purchased in accordance with the instruments.
4. Implementation of all residential signage elements within, or internal to the property purchased in accordance with the instruments.

III. Site Design Guidelines

A. General Considerations

The following residential development standards address some of the specific items to be considered regarding site design issues in The Villages at Wellington.

1. Siting

Setbacks - Setbacks shall provide sufficient depth for peripheral and transitional landscape screening.

Building Setbacks - All home setbacks shall be approved by the DRB. This is to allow for varied setbacks between each home and the street frontage. This requirement does not apply to the sides or rear yard minimum setback requirements. (This requirement may be waived by the planning commission in conjunction with final plan approval.) The waiver of any setback requirements is subject to the approval of the DRB.

Homes arranged in this type of rhythmical manner utilizing variable setbacks along the street create interesting pockets of space. This "push-pull" of architectural masses alleviates the problems of scale and monotony inherent in long runs of straight or slightly curving residential streets and develops a more visually pleasing residential streetscape.

The minimum front yard depth on a local street shall not be less than twenty (20) feet, and on a collector street twenty-five (25) feet as measured from the street right-of-way line. Minimum side yard setbacks shall be seven (7) feet, fifteen (15) combined, on 60' wide lots and ten (10) feet, twenty (20) combined, on 80' wide lots.

Lot Restrictions - No lot shall be less than six thousand (6,000) square feet.

Easements/Utilities - The Primary Developer, Bear Branch Associates, LLC, will provide utilities to the parcel boundary lines. Builders shall provide service within their respective parcels.

All utilities shall be underground unless specifically approved by the DRB.

- The layout of utilities should be sensitive to the location of "Tree Save Areas" and proposed landscaping, including street trees.
- The preferred utility location is in the street rather than behind units or in buffer zones.

Grading and Drainage - Grading shall be provided in accordance with the approved grading/stormwater drainage plans for The Villages at Wellington. Builders are responsible for project grading within parcels. Additional grading information is provided in Section V.D.

- Grading shall avoid unnecessary disturbance in tree save areas. The DRB shall review and approve all proposed "Tree Save Areas" and the limits of clearing and grading.
- Selection and location of each building type shall fit the natural land forms.

Roadways and Parking -

- **Street Grades** - Final road grades are subject to DRB review and approval and shall conform to the City of Laurel's standards.
- Driveways and parking areas shall be asphalt, concrete or concrete pavers. Gravel surface will not be allowed. Every driveway shall provide positive drainage away from the house and garage.
- All curbing to be approved by the DRB.

Building Siting - Siting of buildings should carefully consider existing topography, preserve existing vegetation, minimize grading, accommodate drainage requirements, and, in general, allow variety of in building massing and orientation, and provide outdoor living areas and the maintenance of privacy.

Primary living areas should orient on to amenities, landscaped open space, ponds, and the Bear Branch stream corridor, and away from surrounding traffic streets.

B. Access and Circulation

1. Roadway Landscape

The Villages at Wellington's roadway landscape and its architecture are the two major elements by which the new community will be judged. The roadway landscape will probably be the most visible part of the Villages at Wellington (especially in the early years) to both visitor and resident.

All the elements that make up the roadway landscape must be carefully considered. The basic elements that make up the roadway landscape are signs, lighting, grading and planting. They all serve as a foreground or setting for the community architecture.

Everything visible from the street should be considered part of the roadway landscape or streetscape. This includes not only the public R.O.W., but also a major portion of the front yard setback. There is no visual line distinguishing the public R.O.W. from most private lots. Careful integration of landscape elements in this zone should be coordinated between Bear Branch Associates and builders, with resolve and approval of the DRB.

2. Roadway Edges

The variety of land uses and visual experiences that occur along roadways warrant planting and edge treatment that respond to a variety of situations. There are several such situations that will occur throughout The Villages at Wellington, including:

1. Intersection/Entrances
2. Semi-Screen/Softening of Hard Features
3. Buffer or Screen
4. Open Vista/Attraction
5. High Impact Zone/Special Area

The roadway edges should generally be planted in an informal or natural way. Trees should be grouped to simulate natural stands where dimension allows. High Impact zones are one of the few areas that should be planted formally, for contrast. Determining of specific planting requirements for each area will be reviewed on an individual basis with final approval necessary by the DRB.

- *Intersection/Entrance*

The Villages at Wellington's hierarchical perimeter roadway system creates different levels of road intersections. The landscaping and signing of each

access point shall be individually considered in determining the overall entry corridor image. The degree of signing, lighting, grading, planting and entrance features should be consistent with the level of the intersection.

- *Semi-Screen/Softening of Hard Features*

This edge type occurs primarily where architecture fronts on the roadway. It may also occur in a residential area where living zones require separation from adjacent roadways.

The purpose of planting in this situation is primarily to blend buildings into the landscape. Generally, a mixture of major shade trees and flowering trees should be used, with evergreen trees being used sparingly. Again, the planting should be as natural as possible.

- *Buffer/Screen*

Buffer or screen planting should be used to treat undesirable edges, such as parking, off-site conditions, utility edges, etc. In these situations, deciduous plant material in addition to evergreens should be used. This helps to soften the sometimes harsh appearance of evergreen trees and adds seasonal interest and color to the edge.

It is extremely important to blend in screen planting with the adjacent planting areas. The appearance should be as natural as possible, calling the least attention to the edge.

- *Open Vista/Attraction*

Vistas are associated with open space, parks, the pond, or other special community views. In residential areas where a sizable dimension exists between houses, especially where open space easements occur, vistas or views should be preserved and enhanced.

Lining up of trees in a formal pattern or overplanting can detract from a view. Vistas should generally be treated with minimum planting and grading, in as natural way possible to complement the view. The careful placement of high overhead trees to enframe views is desirable.

- *High Impact Zone/Special Area*

High Impact zones are one of the few areas that may be planted formally, for contrast. Special paving, lighting and planting should be incorporated within these zones to signify their specialty. The community recreation area would fit into this category.

3. Access

The street system responds to conditions both outside and within the project. The primary community entrance is on Van Dusen Road at the existing access to Oseh Shalom Synagogue. Other major access points occur along the east perimeter of Neighborhood D as an extension of

Cypress Street and along the west perimeter of Neighborhood C at Contee Road. Due to the more secluded nature of Neighborhoods A and B, several minor access points will be necessary on Cherry Lane.

Internal circulation provides a simple road hierarchy of interconnected roads or loops with radiating cul-de-sacs.

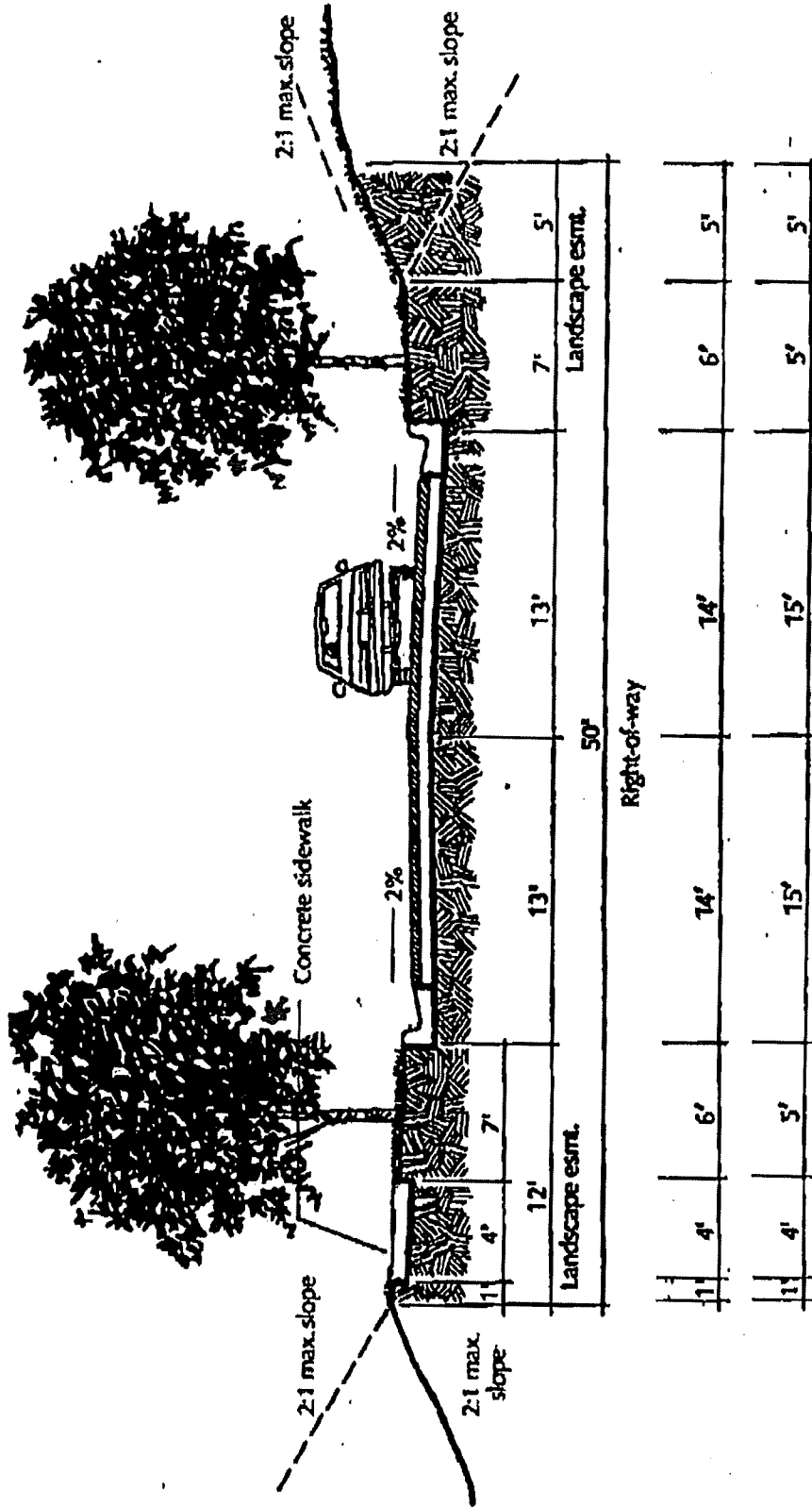
4. Typical Roadway Standards

All publicly dedicated streets will be built to MDOT, the City of Laurel, and Prince George's County standards as indicated by the cross-sections in Exhibits 2 and 3.

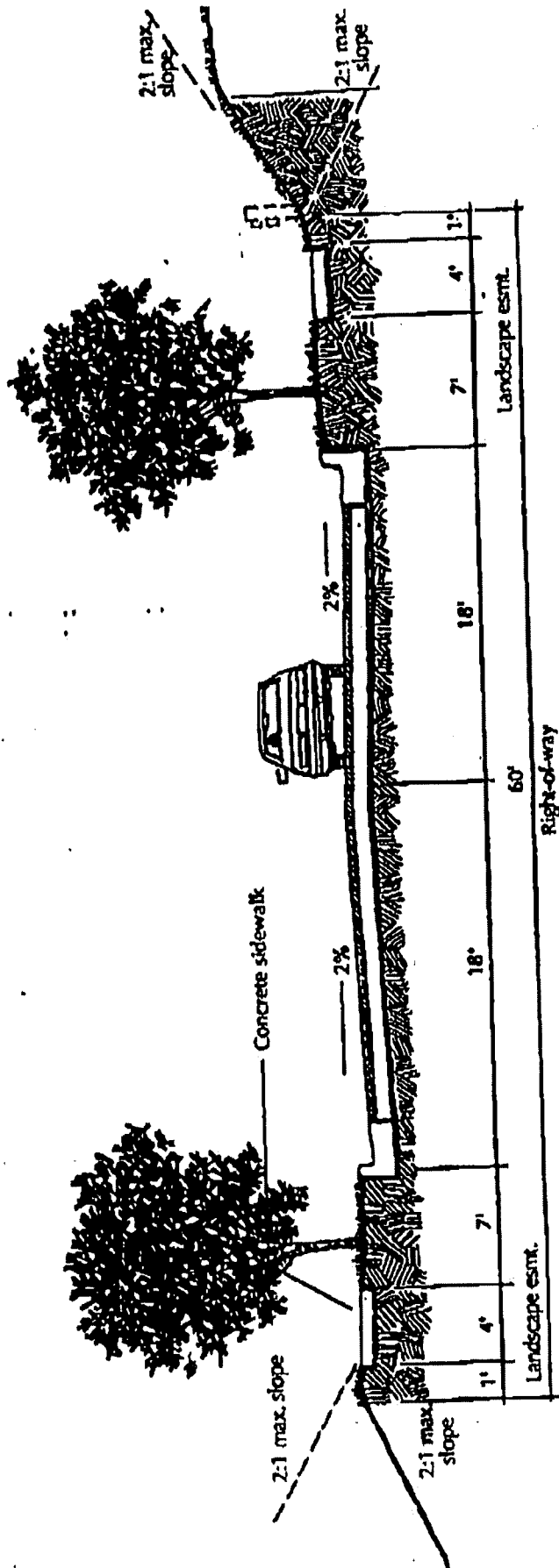
Due to the existing topography, significant trees, lot orientation requirements and a desire for a more exclusive neighborhood, private street standards will apply to portions of the neighborhood.

- A. Private 40' R.O.W. courts reduce street standards while maximizing potential tree save and intimacy of the neighborhood. Exhibit 4 conceptually shows the design intent of the private court approach.

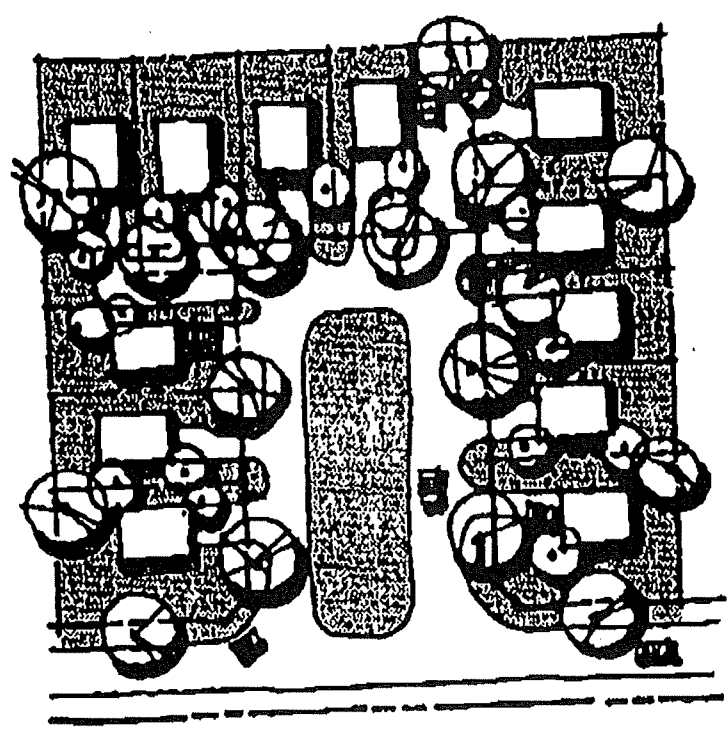
50' ROW Road Section
(Closed)



60' ROW Road Section
(Closed)



Typical
Landscape Court



IV. Architectural Design Guidelines

A. Introduction

Since The Villages at Wellington contain all single family detached homesites, the details of architecture, landscape architecture and site design are most important. The result should be a reflection of both the occupant and the community of which he/she is a part. No particular architectural style or period is required in The Villages at Wellington and individual expression is encouraged as long as the massing, shape, detailing, materials and colors are compatible with the visual harmony of the Community.

B. General Architectural Considerations

The criteria or guidelines presented herein are intended to foster a consistent image which makes the Community unique and distinguishable, not to discourage creative design or individuality. All architectural design shall require DRB approval and the design review process will be critical since individual residential components must relate to one another.

The general intent is to create homes that are unique and individual but none so visually prominent through a flamboyance of style, irregularity of form or marked differentiation of materials. The design of most homes shall be of compatible form, scale, proportion, color and texture, and yet it is not the intent to strictly limit the design of each unit in terms of style and character and to prohibit creative approaches to individual programs and conditions of site or preference.

The architectural character should provide a visual continuity through consistent and/or compatible design elements and materials with a sensitivity to how each structure can complement and be complemented by adjacent structures. It is important, however, to emphasize that each specific residence is a part of a larger neighborhood and community. A sensitivity to overall design of the neighborhood and community is essential in assuring that each unit is a complimentary part of a larger whole.

C. Minimum Architectural Square Footages

One of the most influential items to impact on the appearance of the community is the overall massing of the buildings in relationship to one another as well as its surroundings. It is essential that every home have a similar size and facade massing so that every will be in proportion with one another. Therefore, each home shall contain a minimum of 1,500 total square feet excluding basement, garage or attic space.

D. Building Location and Orientation

Residential building organization and orientation should recognize the amenities of existing and created natural features. Primary living spaces should orient to central open space or the long axis of the lot to maximize view corridors and privacy.

Homes should, wherever possible, avoid orientation to Cherry Lane, Van Dusen Road and Contee Road. An effective combination of setbacks, elevation, orientation, architecture (walls), and planting buffers shall be employed to protect development from undesirable noise and viewsheds.

Recreational amenities, such as the Recreation Area, should be centrally located and easily accessible to the Community by way of sidewalks and pedestrian pathways. Any recreational structures such as pool house or gazebo shall be visually compatible with the adjacent residential architectural character.

E. Privacy

Cross views between dwelling and privacy areas should be carefully considered in placing buildings and locating windows, balconies, decks, and outdoor living areas to ensure that reasonable privacy is achieved.

F. Exterior Elements

Architectural design elements such as massing, proportional relationships, facade compositions, and textural qualities must be carefully considered in the exterior design. Exterior architectural elements should complement each other in order to create a unified appearance on all facades rather

than a carnival of competing elements. The design elements should never appear as a series of pieces with individual emphasis, but as part of a total design statement.

1. Materials

A minimum of different types of exterior wall materials should be used. There should be strong transitions between changes of material and plan.

2. Foundations

Exposed foundations are to be kept to a minimum and should relate to grade conditions and to the architecture of the building. If site conditions call for large areas of exposed foundation, the DRB may require that siding be continued to grade.

3. Roofing

Because of pronounced roof pitches, roofing materials stand out and are, therefore restricted only to the very low chroma range (muted tones) in metal, wood, synthetic and composition shingles. Colors should be consistent throughout The Villages at Wellington.

Accessories - Wherever possible, exposed roof penetrations (vents and pipes) shall be hidden from public view.

4. Exterior Materials and Colors

There is not a predetermined palette of materials and colors for The Villages at Wellington as a whole, but coordination/limitation of materials and colors within residential neighborhoods is encouraged. Proposed materials and color schemes will be reviewed by the DRB for compatibility with the overall quality of development in the Community. Generally, materials which are unattractive or of poor durability and objectionably bright or clashing colors will be rejected.

5. Decks, Porches and Accessory Structures

These elements shall be designated as part of the total design package whether or not they are standard or optional items. Their materials, detailing and color shall relate well to building architecture. Pre-fabricated metal outbuildings are not permitted. All outbuildings must be approved by the DRB prior to construction. The DRB may designate areas within the Community in which outbuildings are prohibited.

6. Appurtenances

Antennae - Exterior antennae are not allowed. If an antenna is required for a particular electrical function, it shall be mounted inside the house, attic or garage. Satellite discs are discouraged. Placement and screening of a disc, if allowed, requires DRB approval.

Flagpoles - Flagpoles may be mounted on the fronts of houses and their size shall be residential in scale. Free standing flagpoles are not allowed.

Recreational Items - Play equipment shall be allowed, but restricted to rear yards. The equipment should not visually dominate.

G. Lighting

It is essential that site lighting complement the urban residential character of The Villages at Wellington.

1. Street Lighting

For safety as well as aesthetics, pedestrian walkways, internal streets and open parking areas are to be lighted. The type and style of lighting to be employed along streets and pedestrian areas in The Villages at Wellington is further outlined in Section VI.B.

2. Residential Lighting

- Residential exterior lighting shall be consistent throughout to maintain quality and character. Fixtures must be carefully located, and lamp intensities maintained so as to prevent glare and misdirected light.
- Individual unit security lighting shall be located and shielded to prevent glare beyond the property line. Exterior lights should not accentuate garage door areas.
- Yard and landscape lighting is encouraged.
- Sodium vapor lights are prohibited.

H. Mechanical Equipment and Trash Collection

1. Utilities

Exterior mechanical and electrical equipment such as air conditioners, condensers, meters, pool equipment, etc., must be housed or screened from view from streets, home entries and neighboring properties. Preferred screening is by enclosure with walls integral to the building architecture.

2. Trash Collection

Individual unit trash collection shall be curbside. Storage shall be internal or screened from view.

I. Walls and Fencing

With the development of relatively small residential lots, it is desirable to visually extend properties beyond the property lines. This should be kept in mind when considering fencing which by its very nature, tends to physically define and separate areas. The following set of factors must be considered in any fencing scheme.

- Fencing should respect open space frontage.
- Planting should be considered an integral part of any fencing scheme.
- The style of a residential fence should relate directly to the architecture of the accompanying house. Traditional and contemporary styles should be used only with their related types of architecture.
- Fencing should never visually 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.

1. Design Criteria

- All fences and walls must be approved by the DRB prior to construction.

- Property line fencing (forward of the front building facade will not be allowed). Fences and walls that adjoin the unit should be considered as architectural elements, compatible in design and materials with the main building. Fencing within front or side yards must be included in the original architectural design as approved by the DRB.
- Screening and privacy fences are discouraged. If allowed, they may be partially or completely opaque. The recommended material for screening and privacy fencing is wood, preferably cedar or redwood, stained or painted to coordinate with the house or left to weather to a natural gray tone.
- Where fencing serves as delineation or containment but screening is not necessary, split rail or horizontal board fencing may be used. This type of fence should be kept low, with a maximum height of 48". If rear yard containment for children or pets is required, black or dark green rectangular wire mesh may be attached to the owner's side of the fence. The maximum number of horizontal boards shall be 3 and more than 50% of the surface area shall be open.
- Chain link fence is not permitted on residential lots.
- Special fencing needs will be considered without any inference of approval on a individual case basis.

J. Miscellaneous Items

The following are guidelines and standards for miscellaneous architectural items:

1. The Builder shall be responsible to see that his employees and subcontractors conform to these Guidelines. In all cases, the Builder shall be held accountable for the actions of his employees and subcontractors.

2. All construction activity shall be contained within the parcel for which a building permit has been issued. Access to the lot shall be from the roadway connections abutting the site, unless otherwise permitted by the DRB. Any damage to adjacent properties or facilities during construction shall be promptly restored to the original condition to the satisfaction of the DRB. Required repairs will be arranged for by the Builder. On the actual construction site, the Builder shall protect the trees and natural areas that are to remain.
3. Upon completion of construction, all building debris must be removed from the site and surrounding area.
4. Boats, trailers, campers, mobile homes, or other recreational vehicles shall be parked or stored so they will not be in open view.
5. Exterior repainting or staining of a residence with the Community will require DRB approval, if the proposed colors deviate from the original colors.
6. Alterations to any residence within the Community shall require DRB approval. Alterations are considered to be those which substantially alter the existing structure either by subtraction or addition. However, other site changes such as driveway modification are also included. The design of major alterations shall be compatible in scale, materials and color with the applicant's house and adjacent houses. The location of major alterations shall not impair the views, or amount of sunlight and natural ventilation on adjacent properties. Pitched roofs shall match the slope of the remaining roof. new windows and doors shall match the remaining windows and doors and shall be located in a manner which relates to the location of exterior openings in the existing house.

If changes in grade or other conditions which will affect drainage are anticipated, each must be identified. DRB approval will be denied if adjoining properties are adversely affected by changes in drainage. Construction materials shall be stored so that impairments of views from neighboring properties is minimized. Excess materials and debris shall be removed immediately after completion of construction.

V. Landscape Architectural Guidelines

A. Introduction

Design Intent: Landscaping is a critical element in the Image of The Villages at Wellington. Appropriate landscaping will integrate buildings into their surroundings, unify elements of the development, create pedestrian interest, frame and focus views, break up lines of building elevations, and provide screening for roadways, parking and adjacent properties. Creating pleasing environments, consistent in the community theme, is the goal for all landscape design.

B. General Landscape Architecture Considerations

Landscape design must be in compliance with the Final Development Plans, or DRB approved modifications, as well as surrounding uses and improvements implemented by Bear Branch Associates, LLC. It is important that each neighborhood has a well landscaped appearance at the completion of construction that the appearance remains consistent over time. Although landscape design may vary from lot to lot, creating a unified, high quality visual environment is paramount. Materials consistent with those used in primary developer improvements will unify the project and reinforce the community theme.

It is recommended that all landscape design plans be prepared by a Landscape Architect or Designer. All landscape design plans must meet all applicable City, County and State regulations, and/or specifications outlined in these Guidelines, whichever is more restrictive.

C. Landscape Improvements Provided by Builders

All landscape improvements within the boundaries of property purchased by a Builder will be the Builder's responsibility with the exception of certain entrance treatments from public roadways. Landscape design considerations include:

1. Leadwalks

All private leadwalks and pedestrian paths shall connect proposed uses to a public sidewalk or roadway. The public sidewalk and pathway system interconnect the Community. Private leadwalks shall be designed to connect parking areas with individual homes. Private leadwalks shall be a minimum of 3 ft. wide.

The use of special paving such as brick or precast concrete pavers for sidewalks is highly encouraged, but not required. Otherwise, sidewalks shall be poured-in-place concrete. Special paving, if selected, should complement the building materials and should be used to define spaces or special areas such as entrances.

2. Plant Materials

Landscape materials shall be consistent throughout the Community and shall complement existing plantings and entrances implemented by Bear Branch Associates. A strong, simple plant palette shall be used to provide a recognizable identity within the Community. The plant materials list contained in Appendix B is included to guide plant selection. Plants not included in this list may also be used, if approved by the DRB. Spacing, exposure, mature heights, and spreading characteristics of all plant materials must be considered.

3. Site Furnishing

Site furniture includes those elements of the landscape which provide safety, comfort, and convenience for pedestrians such as lighting, benches, trash cans, and bike racks. Site furniture of a high quality and consistent design shall be required throughout the community. Site furniture selected by the Builder will require DRB approval. Furniture design and placement will be reviewed for compatibility with architectural and site design, quality and function. The colors selected for all site furniture shall be:

- Wood - natural wood finish or finish approved by DRB
- All Metal - metallic deep green

4. Environmental Protection

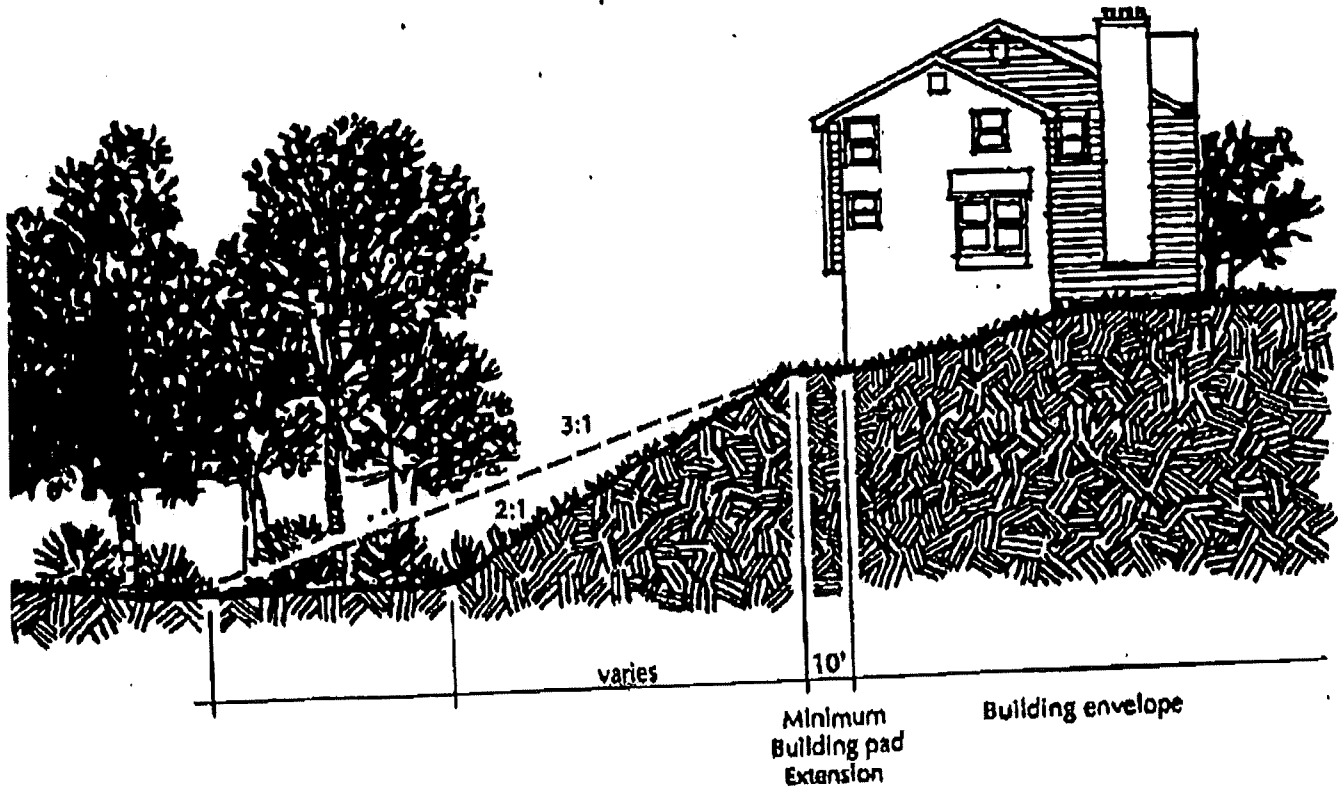
The development plans for The Villages at Wellington have allowed for preservation of the site's wetlands, as well as other areas, as open space. In developing individual parcels adjacent to open space or within the floodplain, special criteria may be established to conform with City, County and State regulations. Owners may not disturb any wetland areas, and must

adhere to the required setbacks. Encroachment on community open space for personal use, i.e. leaves, compost or trash disposal, is not allowed.

D. Grading and Drainage

1. Site grading shall recognize existing drainage patterns, while functionally solving drainage problems that may exist or result from ground plan alterations during construction.
2. The plan shall be direct and provide adequate flow for surface run-off while gracefully contouring the land to blend with existing conditions at the boundaries of the site.
3. Site grading must be sympathetic to existing land form while providing appropriate transition of architectural elements to grade. Selection and location of house types should appropriately respond to natural land forms.
4. A key objective of successful grading drainage is that when all grading and construction is complete, the structure and the land should appear interrelated and complimentary. The new structure or home should look as if it is a part of the natural landscape, not an unrelated addition.
5. Grading of a site should be designed to accomplish minimum of cutting and filling, minimum tree loss, and minimum maintenance on adjoining properties. Refer to Exhibit 5.
6. Lawn areas prior to grass establishment should have a designed diversion and outlet provided at the top of the slopes and at intervals depending on length and degree of slope. All off-site discharge must be coordinated with, and approved by DRB and the City of Laurel.
7. Drainage from roof areas shall be channeled to downspouts and appropriately discharged.

Yard Slope and Tree Save



E. Planting Relationships

1. Relation to Topography

Roadway planting should generally be placed within the planting easement adjacent to the approved street type as previously described. There are, however, certain situations where the planting needs to be pulled back into the R.O.W. area between the curb and the sidewalk. In areas where excessive cut and fills occur, this is generally desirable.

2. Relation to Existing Trees

Where existing wooded areas are retained, less emphasis should be placed on adding major trees. Emphasis can shift to trees of an intermediate size as the number of retained trees increases. Smaller scale intermediate trees such as Hawthorn, Dogwood, Amelanchier, Red Bud, etc., should be used to "feather down" the edges and provide an understory to the overhead canopy. Intermediate scale trees provide needed protection for major trees exposed to wind and sun by road and building cuts.

In wooded zones, native material indigenous to the area should be used. Definitely, no formal planting or lining up of trees.

F. Planting Buffers

1. Property Line

A mix of evergreen and deciduous plantings are required for buffers in transition zones along the property perimeter, between adjacent homesites of different orientation (such as back to side) and between homes and open space linkages and pathways.

- *Residential to Off-Site Uses Buffer* - Buffering of the residential property edge to adjacent differing land uses shall be required in landscape easements. Incorporation of earth berms should functionally separate the contrasting uses and be softened by plantings. Recommended treatment consists predominantly of drifts of large evergreen trees in lawn areas. Evergreen shrubs and deciduous trees may be added to supplement the planting buffer.
- *Residential Property Line Buffer* - The typical residential property line buffer shall include strategically located evergreen trees mixed with shrubs and deciduous trees. Planting should be coordinated between parcels.

- *Transition to Open Space* - Landscape treatment is encouraged between homesites and the open space network. Indigenous woodland plantings and flowering trees should be informally planted to supplement the existing open space network plantings.

2. Exterior Roads

Supplemental plantings should be used to enhance buffer zones along existing perimeter roadways. Additional screening for privacy and noise abatement may be necessary.

3. Privacy

Where needed, privacy screening should be achieved by an appropriate landscape treatment that is consistent with the overall landscape theme of the project. All screening must be approved by DRB.

Privacy screening may be placed between public pathways when in close proximity to the rear of residential units. Preferred screening is through the massing of evergreen shrubs, supplemented with drifts of medium-sized deciduous and flowering trees in lawn areas, where space permits.

Where appropriate, residential architecture may provide a six-foot-high wall or privacy fence adjacent to circulation system elements. Walls integral to building architecture are preferred.

G. General Planting Requirements

1. Appropriate landscaping shall be provided to integrate homes into their surroundings, break up repeated building elevations, provide screening, and highlight entrance areas or other architectural features. Landscaping shall include finish grading, seeding, sodding, decorative ground cover, shade trees, flowering trees, evergreen trees, shrubs, and flowers.
2. Every effort must be made to save existing trees. Removal of any tree 6" caliper or larger must be approved in writing by the DRB.
 - a. All site plans, including preliminary plans, shall show individual water and sewer connections, and shall indicate, by using an approved code, both those trees which are to remain and those trees which are to be removed.

- b. After the site plan has received DRB approval, those trees which are to remain shall be marked in the field and protected in an approved manner.

H. Plant Materials

1. Selection

All landscape material shall be nursery grown with the exception of field-selected specimen material. Nursery and field-selected stock and planting methods shall conform to the standards of the American Association of Nurserymen (AAN).

- All plant material shall conform to the following minimum sizes and maximum spacings at time of installation, unless otherwise specified:

Shade Tree	2" caliper
Evergreen Tree	5-6' ht.
Ornamental Tree	8-10' ht.
Large Deciduous Shrubs (spaced 4' o.c. maximum)	3-4' ht., 2 1/2-3' spd.
Evergreen Shrubs (spaced 30" o.c. maximum)	24-30" ht. and spd.
Broadleaf Evergreen Shrubs (spaced 3' o.c. maximum)	24-30" ht. and spd.
Low Spreading Shrubs (spaced 30" o.c.)	18-24" spd.
Groundcover (8' o.c. maximum)	2 1/4" peat pot
Groundcover (12" o.c. maximum)	4" pot

A complete list of acceptable plant materials is found in Appendix B.

- Landscape plans for all development except individually contracted single-family residences must be prepared by a Landscape Architect certified by the State of Maryland.
- All planting is to be completed no later than three months after issuance of a certificate of occupancy for site improvements. If delays occur that are caused by weather conditions or seasonal unavailability of plant materials, planting may be completed within the next planting season provided that the Applicant receives the written permission of the DRB. Planting responsibilities by the developer may be delayed to the completion of that section.

- Shade tree quantity requirements are as follows:

<u>Residential Category</u>	<u>Minimum Shade Trees Required (1½ - 2" minimum caliper)</u>
Single Family Detached	2 per lot

Substitution of two flowering trees or two evergreen trees may be made for each shade tree up to 50% of the required number, subject to the approval of the DRB. No more than 50% of the total number of shade trees required may be replaced with evergreen and ornamental trees.

I. Planting Details

1. Topsoil

- Topsoil shall be fertile, agricultural soil, typical for locality, capable of sustaining vigorous plant growth and taken from a drained site; free of sub-soil, stones over 1" in diameter, clay or impurities, plants, weeds, and roots; with a minimum PH value of 5.4 and a maximum value of 7.0.
- Recommended top soil amendments to increase organic content include: Decomposed peat, shredded composted leaf material, dewatered composted sewage sludge, and a dewatered paper mill sludge.
- Topsoil shall be certified in writing to contain not less than 1.5% organic matter by test. The results of a complete topsoil test should be submitted to the Committee prior to any soil preparation work. Topsoil excavated from site shall be free of weeds. A minimum of 3" of topsoil is required for all lawn areas. A 6" depth is recommended for seeded areas.

2. Seeding and Sodding

- Seeding or sodding is required for all landscaped areas not occupied by trees, shrubs or groundcover and their associated mulching.
- All seed shall be certified, current season crop, and bear labels showing that it all the requirements of the State of Maryland. The minimum purity should be 97% with a minimum germination of 85%. The percentage of material, other than grass seed in the mixture, should include not more than 18% non-viable seed, chaff, hulls, live seed of

crop plants, harmless inert matter and weed seed not exceeding 0.50% of the total weight of the mixture.

- Prior to specifying the composition of seed mix, the Applicant is encouraged to contact the Maryland Extension Agency for an up-to-date recommendation of seed mixtures and specification of seed mix.
- Sod shall be supplied by a company specializing in sod production and harvesting with a minimum of five years experience and certified by the State of Maryland.

3. Spacing

Generally, all evergreen trees used for screening shall be planted a maximum of 10' o.c. Maximum spacing requirements may vary subject to species and size of plant material at time of installation.

J. Preservation of Existing Vegetation

While portions of The Villages at Wellington are open, significant other portions are heavily wooded. The existing trees contribute to the overall character and provide an outstanding visual amenity for surrounding development. Reasonable effort must be made to preserve existing specimen trees and tree stands during development. Any significant changes to existing vegetative cover or disturbance to any tree in excess of 6" caliper will require DRB review and approval.

K. Open Space

Good organization and design of open space and pedestrian circulation is essential for the success of The Villages at Wellington. The Bear Branch stream valley and its open space connections establish a design theme for the entire development.

1. Open Space Connections

Easements connecting residential areas to open space may serve two functions: to provide area for utility connections and to provide pedestrian access. Pathways along these easements serve to connect residential areas with the open space network. Siting and design of adjacent units should be sympathetic to pathway connections. On certain specific parcels, the builder will be required to construct pathway connections. These

connections will be indicated in the specific criteria for each parcel and must conform to the pathway standards.

2. Recreational Amenities

Ponds: The ponds in Neighborhoods C and D are passive recreational amenities to be provided by Bear Creek Associates, LLC. They are linked by the major pedestrian pathway system throughout The Villages at Wellington.

Recreation Area: A community recreation area is located in Neighborhood D near the main entrance to The Villages at Wellington.

3. Pedestrian Circulation

Pedestrian pathways are designed to link homesites with activity areas and open spaces. The Bear Branch stream valley is designated for passive recreation and provides such a link.

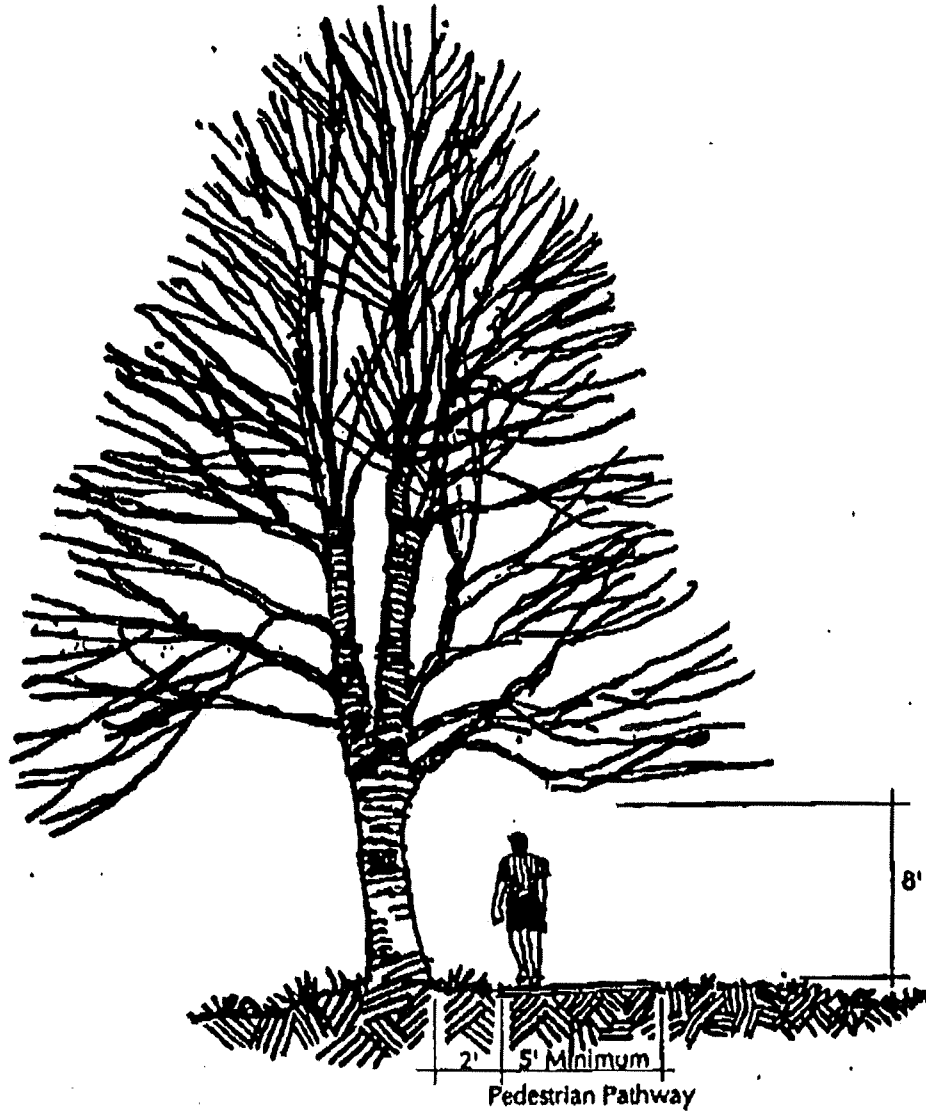
Pathways shall also be implemented to connect to pathways on adjacent parcels. A pathway link to the existing Laurel Lakes system is mandated and provides continuity in open space networking. Planning and construction of this connection will require coordination with the appropriate City and/or County agencies.

Pedestrian paths shall have a minimum width of 5'. Special paving materials should be selected for compatibility with surroundings and for quality, durability and ease of maintenance. Refer to Exhibit 6.

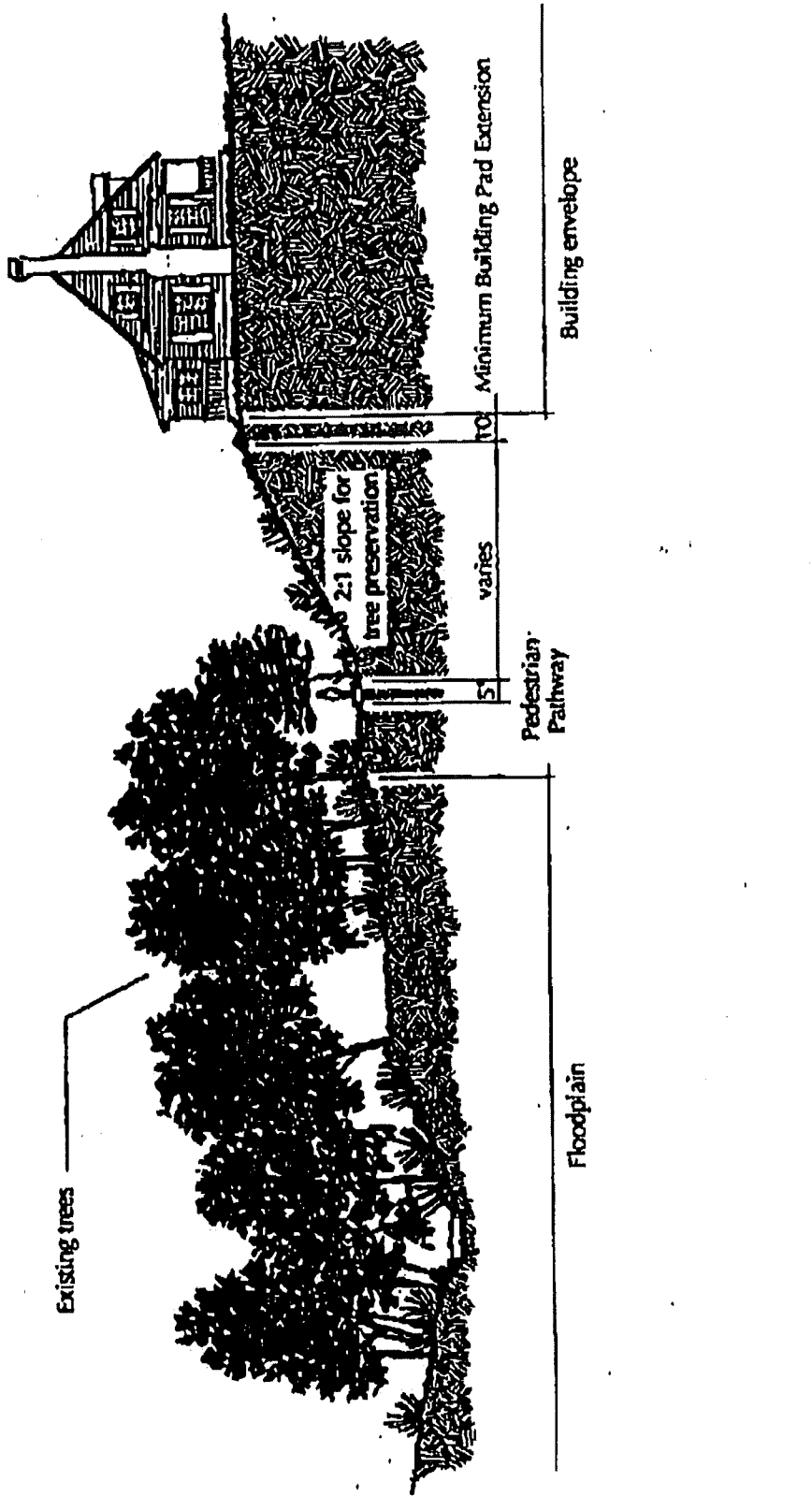
The general relationships of homesites, adjacent pedestrian paths, grading, tree preservation and flood plain/open space is summarized in Exhibit 7.

Pathways crossing or abutting wetlands will be built only if appropriate permits are granted.

Open Space Pedestrian Pathway



Open Space and Homesite Relationship



L. Maintenance

1. Design Intent

Because The Villages at Wellington strives to be a unified development with a unified design, a thorough maintenance program is necessary in order to maintain a high quality image. The Applicant's maintenance responsibilities are outlined in the Covenants and are generally described below, however, specific maintenance standards shall be adopted by the Committee from time to time and will be made available to all Applicants.

2. General Requirements

- All structures, landscaping and drives shall be maintained in a safe, clean, and orderly condition at all times.
- Maintenance responsibilities include, but are not limited to, lawn mowing and landscape maintenance; replacement of dead plant material; clean-up of trash and litter; snow removal; repair, painting, and routine maintenance of all structures and signs; and repair/replacement of light fixtures and bulbs. Dead trees, shrubs and unsightly landscaping shall be removed as required, and replaced within 30 days of removal.
- Drainageways shall be kept clean and free of obstructions; appropriate action shall be taken to prevent or repair erosion.
- The DRB shall be the final authority in defining acceptable levels of maintenance and in arbitrating maintenance disputes. Periodic inspections may be conducted to assure compliance with maintenance requirements. If no remedial action is taken after adequate notice of non-compliance is given, the DRB shall utilize those remedies set forth in the Covenants.

M. Certificate of Compliance

1. Construction Conditions

- No clearing or construction work is to begin until final written DRB approval has been obtained

-
- Temporary signs, including construction signs, leasing signs, banners, and any other temporary graphics, must be prepared in conformance with The Villages at Wellington Sign Guidelines (Section VI.A) and approved prior to installation by the DRB.
 - Developer is responsible for assuring that their contractors comply with all County ordinances regarding sediment and erosion control, dust control, and other construction regulations.
 - All contractors' workmen shall confine the parking of their vehicles to designated areas approved by the Committee.
 - It is mandatory that all sites be maintained in a clean and tidy manner. All construction materials must be kept within the property lines thereby maintaining a neat street right-of-way. The storage of materials should be in an inconspicuous area of the site and should be neat and orderly. The use of adjoining properties for access or storage of materials, without the written permission of the adjacent owner, is prohibited. The builder is responsible for keeping dirt and mud off the street and is responsible for cleaning, washing or sweeping them promptly upon request of the Committee. Temporary storage structures must be approved by the Committee.
 - Large construction trailers shall be removed within ninety days (90) after completion of the project.
 - A commercial dumpster shall be placed on each job site by each building contractor and shall be dumped when necessary. At the end of each work day, materials must be stored neatly and all trash placed in the dumpster. No trash will be strewn about the lot or piled openly. As untidy sites present a negative image to visitors and property owners, this requirement shall be strictly enforced.
 - Temporary utilities should be installed in a neat manner. The temporary power pole must be installed plumb and will not be utilized for the placement of signs.

2. Resident Standards

Each resident shall keep all properties and improvements in good order and repair and free of debris. This includes seeding, watering, and mowing of all lawns, and pruning and replacement, if necessary, of all trees and shrubbery and the appropriate external care of all buildings and other improvements in a manner consistent with good property management. In the event of failure to maintain the property and the improvements, the Association shall have the right, whether one time or repeatedly, to correct, repair, maintain, and/or restore the property and improvements. All costs and expenses related to such corrections shall be charged to the resident in the form of a special assessment upon the property plus a penalty established by the Association if allowed by applicable law.

In-ground pools, including associated landscaping and accessory structures shall require DRB approval. It is suggested that proposed swimming pools be discussed with adjacent property owners. Pools shall be located in rear yards although consideration will be given to owners of property with unusual configurations and topographic constraints. Swimming pools shall be located within the rear yard as demarcated by the building restriction line contained in the Final Development Plans and Building Permits. Removal and disturbance of existing trees shall be minimized. Above ground pools are prohibited within the Community. The pool and any mechanical equipment shall be protected by a fence and otherwise screened from adjacent property views. Fences and gates shall conform to that portion of these guidelines pertaining to fences, (Section IV.J)

VI. Site Identity Guidelines

A. Signage

1. Design Intent

As the first introduction to The Villages at Wellington and the element that will establish the thread of continuity throughout the project from its inception through completion of the last building, it is important that the image presented by the signage be appropriately dignified and of a quality level compatible with community standards.

2. Objectives

- The system will help to define The Villages at Wellington entity distinct from the surrounding environment.
- Directional signs will provide clear, logical and consistent directions to each destination.
- The signs will reinforce an orderly traffic pattern and flow.
- All signs oriented to vehicular traffic will be readable from moving automobiles.
- Signs will be located only where needed to accommodate the goals above. The number of signs will be kept at a minimum to avoid unnecessary clutter.
- Signs will be located far enough in advance of decision points to allow time for appropriate maneuvers.
- Messages on all signs will be kept to a minimum to facilitate optimum comprehension.

3. Sign Categories

Although signs physically occupy little space, their visual impact on the image of the community is enormous. All sign concepts and designs must be submitted to the DRB for approval prior to installation. All signs must conform to the City of Laurel Zoning Ordinance, in addition to these criteria.

The sign system for commercial areas is divided into the following sign categories:

- Community Entry Signs
- Directional and Regulatory Signs
- Temporary Construction Signs
- House Address Numbers
- Other Temporary Signs

Community Entry Signs: Entries to residential parcels shall be appropriately landscaped and may be constructed of such materials as brick, masonry or wood, both painted and natural. Lettering can be routed, applied or painted. The scale of all residential entry signs shall be in proportion to the surrounding dwelling units.

Directional and Regulatory Signs: All directional and regulatory signs in The Villages at Wellington are to be modular post and panel. Directional and regulatory signs include:

- Signs displayed for the direction or convenience of the public, such as signs which direct traffic.
- Signs warning the public against trespassing, swimming or the like. These signs should not exceed four square feet in area and should be posted at eye level.
- Signs which identify parking for the handicapped, with size, copy and posting height as required by the City of Laurel.

Temporary Construction Signs: The sign shall be limited to identifying the name of the proposed building, the character of the building(s) or enterprise(s), and/or the purpose for which the building(s) is intended. In a subordinate manner, the sign may identify the architects, engineers, contractors, realtors, and other individuals or firms involved with the construction but shall not include any advertisement.

Construction signs must be free standing and limited to an area of 32 square feet and a maximum height of 8 feet. They must be removed within 14 days following completion of construction.

House Address Numbers: Address numbers should be of a consistent size and material on all housing units and should be prominently displayed in a consistent location. Ideally, numerals should be located above or below a light fixture for maximum visibility at night. Individual numerals 4" in height of wood, porcelain or brass are recommended. The color of the individual homes will determine the exact material and color; high color contrast is recommended.

Other Temporary Signs: Any other type of proposed temporary sign must be approved, on a case-by-case basis, by the DRB prior to installation.

B. Lighting

1. Design Intent

The basic concept of exterior site lighting for The Villages at Wellington should be to provide an overall family or continuity of lighting throughout the community with slight variations in keeping with the specific functions. All exterior lighting shall be designed, erected, altered and maintained in accordance with plans and specifications submitted to and approved by the Design Review Board (DRB) in writing.

2. Objectives

The basic principle underlying The Villages at Wellington's exterior "site furniture" is to create a functional, pleasing, and coordinated relationship of lighting, signs, and plant material for aesthetic purposes, security and safety. With this in mind, there are several specific objectives which should be considered:

1. To provide a system of maximum lighting efficiency (uniform light distribution with control of stray light and glare).
2. To provide a continuity of lighting throughout the entire community with accents or highlights only for places of special interest.
3. To utilize lighting equipment that during the day has aesthetic relationship to the surrounding architecture and blends with the natural landscape.
4. To provide adequate visibility and protection.

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5. To utilize lighting equipment that provides durability, economical operation and maintenance convenience.

3. Lighting Functions

Intersections: Because intersections require a decision and possibly a new direction for the motorist, they should be at least as well lit and, frequently, better lit than the street proper. The same type and color lamps used on the roads should also be used at the intersections, although multi-headed versions of these or lamps of higher wattage may be used. Such fixtures necessarily provide a change of pace from the normal pattern of lighting on the streets, but this change should either blend well or maintain the rhythm already established.

Minor Collectors: The function of a minor collector is to link homes to the larger roads in the system. These streets are low-speed and lightly traveled. A minor collector may also provide access to the various neighborhood or community centers. The mounting height and spacing of these fixtures should be more in keeping with the residential character of the residential collectors.

Residential Streets: Residential streets are low-speed routes that circulate throughout the neighborhoods. Lighting for these streets should be intimate and friendly. If streets are darker, cars going at lower speeds can fill in the gaps with their headlights. The mounting height and scale of these can be greatly reduced but the basic form and style should be consistent with the other roadway fixtures. The sophisticated optics required for the other roadways luminaries are not needed for this fixture so a simple milk white lens can be used. This will expose a small portion of the light source producing a slight warm glow at the intersections.

Open Space: It is the general consensus that most open space areas will not be lighted. However, with a growing concern over safety, there might be some selective areas that will require lighting. In many cases, open space areas are in close proximity to residential units so it is recommended that the same sharp cutoff type fixture as specified for the roadways be used for this purpose.

The open space fixtures should be somewhat scaled down and can use the simple milk white lens as suggested for intersections along the residential collectors. In order to blend more naturally into the open space areas (producing a slight variation) a wood pole is recommended for this fixture.

Low, Entrance or Edge Lighting (Landscape Lighting): The entryways to buildings can be illuminated by low, non-glaring light fixtures. These units can be rectangular or square in form with cut-off fixtures. The units will be mounted on short projected arms approximately 3 feet high. The major problem associated with low mounted lighting is vandalism, so these fixtures must only be used in very select or highly protected areas.

4. General Guidelines

- Exterior lighting should be designed to provide uniform illumination with low glare, using equipment which is architecturally neutral in daytime appearance.
- Roadway fixtures shall be 25'-35' in height.
- High pressure sodium, sharp cut-off fixtures shall be used for roadway and parking area illumination; incandescent lighting is encouraged in pedestrian areas to provide a "warmer" zone near buildings.
- All lighting standards shall meet the requirements set forth by the Baltimore Gas and Electric Company specifications.
- Lights shall be placed to minimize glare or excessive light spillage on adjacent sites.
- Floodlighting generally will not be allowed. However, special DRB approval may be given to lighting plans which call for highlighting of special portions of a building for functional, aesthetic, or security purposes.
- Plants may be uplift to cast shadows on wall surfaces or to highlight special landscaping, provided light sources are concealed.

Appendices

- A. Design Review Process and Design Review Board (DRB)
- B. Recommended Plant Materials

Appendix A

Design Review Process

In order to foster a harmonious identity for The Villages at Wellington, all development plans, architectural, landscape architectural and signage design shall be subject to review and approval by the Design Review Board (DRB). In general, the following process shall apply:

1. ***Concept Alternatives Discussions***

A meeting with the DRB should occur early in the design process when alternative design approaches are being explored. The purpose of this meeting is to discuss the overall concept of the Community and the design intent of the Guidelines, as well as to initiate interactive communication between the DRB, the builders and their consultants. The design and construction responsibilities of Bear Branch Associates, LLC, and the builder will also be discussed at this meeting.

2. ***Schematic/Preliminary Design Plan Review***

The Schematic Plan submittal is the initial phase of the review process and provides an introduction to the design concept and character of the proposed development. The Schematic Plan shall include the layout of roads and parking, the pedestrian circulation system, building sites and the location of open space. Tree preservation areas shall be identified. Included should be a rendered site plan at a minimum scale of 1" = 40'. The Schematic/Preliminary Design Plan Review will be necessary only when modifications to the approved Final Development Plan are proposed by the Builder.

The submittal shall address all aspects of site, architectural and landscape architectural design as identified in the Guidelines.

It shall include site plans with adequate detail to evaluate vehicular circulation and parking, the location of on-site utilities, siting and orientation of buildings, grading and drainage and landscape treatment.

DRB Preliminary Design Approval is required. Review and comment may be provided to assist the Builder in the further development of plans and architecture in preparation for the Construction Document submission.

3. *Construction Documents*

In the second review phase, a complete set of Construction Documents (CD's) and specifications for architecture, engineering, and landscape architecture shall be submitted to the DRB for review and approval. These documents shall be the same as those submitted to The City of Laurel. Landscape, lighting and signage plans will also be provided. Sample boards indicating type, color and combinations of all exterior construction materials must be provided.

4. *Construction Conditions*

Temporary construction conditions including locations of access drives, designated parking, office, trailer, storage, "wash-out" areas, temporary utilities, trash receptacles, soil stock pile areas, and tree preservation measures shall be clearly delineated on the approved Builder's CD Package and subject to DRB approval. All temporary signage including construction and leasing signs, shall be in conformance with the Signage Section VI.A. Daily clean-up and maintenance procedures are required and shall insure the site is orderly and safe at all times. Mud or debris tracked off-site will be promptly removed at the end of every day. All construction materials must be kept within the property at all times.

5. *Revision, Alteration, or Addition*

DRB review and approval is required for any revision, alteration, or addition proposed by Builders to approved projects within The Villages at Wellington. A Schematic/Preliminary Design package for these changes shall be submitted and approved before construction documents are submitted.

Design Review Board

1. *Schedule*

The DRB will meet as necessary.

2. Submittals

One copy of all documents to be reviewed must be submitted to the DRB no later than fourteen (14) calendar days prior to the scheduled review date. This allows for advanced distribution and review.

Submittals should include a letter requesting the DRB's review and listing the appropriate drawings contained in the submission. All drawings submitted shall include the following information:

- a. Title block, including parcel designation, owner name, project address (if available), and review phase.
- b. Site base data, including property boundary, topography, R.O.W., utilities (proposed or existing), easements, setbacks, limits of construction, and significant features.
- c. Plans, sections, topography, elevations, and other materials necessary to clearly indicate the placement, height, and massing of buildings, access roads, landscape treatment, and proposed signage.

Approvals, contingent approvals, and recommendations for re-submission will be confirmed by written notice within 10 days of any review meeting. No construction activity may commence without final DRB approval of Construction Documents, and whenever necessary, City, State and County agency approval.

Inspection and Conformance

The Villages at Wellington inspections shall monitor conformance of construction with the approved design. It is the responsibility of the Builder to conform. Formal inspections will be scheduled in advance with a designated Builder contact.

These site inspections may be made regularly throughout the construction process, or as necessary to monitor guidelines conformance.

Appendix B

Recommended Plant List

The following list of recommended plant materials is provided for general guidance in selection of desirable plants for The Villages at Wellington. Since a variety of conditions exist, and site landscaping will be designed for various purposes, selection of plant materials must be determined on an individual basis. The following list includes plants for a variety of site conditions (i.e., well-drained or poorly drained soils, etc.) Final selection should be based on careful consideration of the specific site conditions.

The list of plant species identifies tolerance characteristics of each species with a rating from excellent to poor. Species rated as excellent have few or no insect or mite problems. Species rated as poor or very poor are susceptible to insect and mite damage. Additional problems with each plant species are identified in the Comments section. Cultural factors or diseases were not considered when rating a species tolerance.

Botanical Name	Common Name	Distinguishing Characteristics	Tolerance	Comments
I. Large Deciduous Trees				
A. Native Species				
Acer Rubrum	Red Maple	Fall color; flowers	Good	Aphids, scales, planthoppers, low maintenance, IPM effective.
Acer saccharum	Sugar Maple	Fall color	Moderate	Moderate maintenance, requires a significant amount of IPM attention - especially pear thrips, many leaf skeletonizers, scale.
Fagus grandifolia	American Beech	Form; fall color; bark	Good	Moderate gypsy moth problems; low maintenance, IPM effective except for Beech Bark Disease unless control of Beech scale is successful.
Liriodendron tulipifera	Tulip Tree	Fall color; flowers	Good	Aphids, no gypsy moths; very low maintenance, IPM effective - most significant problem is sooty mold which is a nuisance to people especially as droppings on cars and high visibility areas.

Botanical Name	Common Name	Distinguishing Characteristics	Tolerance	Comments
<i>Quercus rubra</i>	Northern Red Oak	Fall color	Moderate	Susceptible to gypsy moths, scales; moderate to high to maintenance, requires a lot of IPM attention - variety of leaf chewing and sucking insects, as well as fungal spots. The most notorious problem is the gypsy moth. However, both red and pin oaks are valuable species for urban planting.
<i>Quercus palustris</i>	Pin Oak	Fall color; form	Moderate to Poor	Susceptible to gypsy moths, scales; similar to <i>Q. rubra</i> ; additional concerns are orange-striped oakworm scale. Needs IPM attention. Also, known to develop "chlorosis" in urban conditions.
B. Introduced Species				
<i>Zelkova serrata</i>	Japanese Zelkova	Bark Foliage	Good	Elm leaf beetles; excellent urban choice - low maintenance; resistant to Dutch Elm Disease, few problems.
<i>Platanus acerifolia</i>	London Plane Tree	Bark	Good	Lacebugs, plant bugs; IPM attention especially "anthracnose" may be a recurring problem; probably a hybrid of <i>P. occidentalis</i> and <i>P. orientalis</i> .
II. Medium Deciduous Trees				
A. Native Species				
<i>Betula nigra</i>	River Birch	Form, bark	Good	Aphids; low maintenance, IPM effective.
<i>Cladrastis lutea</i>	American Yellowwood	Foliage; bark; flowers	Very Good	Low maintenance, IPM effective.
<i>Cleditsia tricanthos 'Inermis'</i>	Thornless Honeylocust	Foliage, form	Moderate to Poor	Mites, aphids, plant bugs, webworms, low maintenance, IPM effective.

Botanical Name	Common Name	Distinguishing Characteristics	Tolerance	Comments
<i>Liquidambar styraciflua</i>	American Sweetgum	Foliage; fall color	Good	Scales, aphids, defoliators; low maintenance, IPM effective, some webworms, NOTE: spiny fruit-objectionable in public areas.
<i>Nyssa sylvatica</i>	Black Gum	Foliage, fall color	Excellent	Very low maintenance, highly IPM effective.
<i>Quercus imbricaria</i>	Shingle Oak	Foliage	Moderate to Poor	Gypsy moths, scales; two lined chestnut borer, leaf defoliators, can still be considered a viable candidate for reforestation and plantings.
<i>Taxodium distichum</i>	Bald Cypress	Foliage; form; bark	Excellent	Very low maintenance, essentially free of pest and/or disease problems. Usually mortality occurs due to improper location for such a hydrophyte.
B. Introduced Species				
<i>Acer platanoides</i>	Norway Maple	Fall color; form	Good	Aphids, scales; low maintenance, IPM effective. However, mature trees are highly susceptible to Verticillium Wilt. This species is considered by ecologists as an invasive species to native forests.
<i>Betula platyphylla japonica</i>	Japanese White Birch	Form; bark	Moderate	Bronze birch borers, aphids; high maintenance. IPM effective except for bronze birch borer especially with mature trees.
<i>Cercidiphyllum japonicum</i>	Katsura Tree	Fall color; foliage	Very Good	Very low maintenance. IPM effective - virtually no pests and diseases.
<i>Fraxinus lanceolata</i>	Newport Ash	Branching; foliage	Good to moderate	Aphids, borers; low maintenance, IPM effective.
<i>Koelreuteria paniculata</i>	Golden Rain Tree	Flowers; form; summer color	Excellent	Very low maintenance, IPM effective - virtually no pests and diseases.

Botanical Name	Common Name	Distinguishing Characteristics	Tolerance	Comments
<i>Sophora japonica</i>	Japanese Pagoda Tree	Flowers; tolerates urban conditions	Good	Some scales; very low maintenance, IPM effective. CAUTION: flowers from this tree will stain car paint so planting should not be done near parking areas.
<i>Tilia cordata</i>	Littleleaf Linden	Foliage; form	Moderate to Poor	Japanese beetles, aphids, scales; high maintenance, IPM effective.

III. Small Deciduous/Flowering Trees

A. Native Species

<i>Cercis canadensis</i>	Eastern Redbud	Foliage; flowers	Good	Aphids; low maintenance, IMP effective. Botryosphaeria canker is a problem.
<i>Cornus alternifolia</i>	Pagoda Dogwood	Form; flowers	Good to Excellent	Very low maintenance, IMP effective.
<i>Hamamelis virginiana</i>	Common Witchhazel	Fall color; flowers	Good	Calls; low maintenance, IPM effective.
<i>Magnolia virginiana</i>	Sweetbay Magnolia	Flowers; foliage	Good to Excellent	Scales; low maintenance, IPM effective.

B. Introduced Species

<i>Acer palmatum</i>	Japanese Maple	Foliage; form; fall color	Good to Excellent	Scales; very low maintenance, IPM effective. Species is susceptible to verticillium wilt.
<i>Acer ginnala</i>	Amur Maple	Foliage; form	Good to Excellent	Scales; IPM effective.
<i>Cornus kousa</i>	Kousa Dogwood	Fall color; flowers	Good to Excellent	Very low maintenance, IPM effective - resistant to some of the problems <i>Cornus Florida</i> is affected by.
<i>Crataegus phaenopyrum</i>	Washington Hawthorn	Fall color; flowers; fruit	Very poor	Aphids; scales; gypsy moths; blight. Very high maintenance, IPM requires a lot of attention.
<i>Lagerstroemia indica</i>	Crepe Myrtle	Flowers; bark	Good to Excellent	Aphids; low maintenance, IPM effective. May do well in Maryland depending on latitude, waxy scale can be a problem.

Botanical Name	Common Name	Distinguishing Characteristics	Tolerance	Comments
<i>Magnolia soulangeana</i>	Saucer Magnolia	Flowers; form	Good to Excellent	Scales; low maintenance, IPM effective.
<i>Magnolia stellata</i>	Star Magnolia	Flowers; form	Good to Excellent	Scales; low maintenance, IPM effective.
<i>Malus</i> spp.	Crabapple	Flowers; fruit; easy to establish	Not available	Very high maintenance, IPM effective for insects. Limited IPM for fire blight, cedar-apple rust, scab, powdery mildew, eastern tent caterpillar, etc.
<i>Prunus yedoensis</i>	Yoshino Cherry	Flowers; form	Moderate to Poor	Aphids, scales, borers, cankers, caterpillars; average maintenance. Limited IPM effectiveness.
IV. Large Evergreen Trees				
A. Native Species				
<i>Ilex opaca</i>	American Holly	Fruit; pyramidal; slow growth	Moderate	Leafminers; moderate maintenance, IPM effective. Conventional treatment necessary for leafminer and chlorosis.
<i>Magnolia grandiflora</i>	Southern Magnolia	Foliage; flowers	Good	Scales; problems with yellow bellied sapsucker; moderate to high maintenance, IPM effective. Conventional treatment necessary for mites and bugworms.
<i>Tsuga canadensis</i>	Canadian Hemlock	Foliage; texture	Moderate to Poor	Scales; adelgids; very high maintenance in urban/out of range areas; IPM effective.
<i>Thuja occidentalis</i>	American Arborvitae	Foliage; color	Moderate	Bagworms mites; moderate maintenance, IPM effective. CAUTION: In stressed areas, bagworm is a problem.
B. Introduced Species				
<i>Cupressocyparis leylandii</i>	Leyland Cypress	Color; rapid growth; pyramidal form	Good to Excellent	Very low maintenance, IPM effective.
<i>Picea abies</i>	Norway Spruce	Foliage; form	Moderate to Poor	Weevils, bagworms, mites, adelgids, scales; very high maintenance, IPM effective, but use of very costly conventional treatment is better.

Botanical Name	Common Name	Distinguishing Characteristics	Tolerance	Comments
<i>Picea omorika</i>	Serbian Spruce	Form; foliage	Moderate	See <i>Picea abies</i> .
<i>Pinus nigra</i>	Austrian Pine	Form; foliage	Good	Mites, scales; moderate maintenance, IPM effective - mature trees usually die back severely from <i>Dipoldia</i> Blight.
<i>Pinus thunbergi</i>	Japanese Black Pine	Form; texture	Good	Scales; low maintenance, IPM effective.
<i>Chamaecyparis obtusa</i>	Hinoki False Cypress	Foliage; color	Good	Scales, mites, leafminers; low maintenance, IPM effective.
V. Medium/Small Evergreen Tree				
A. Introduced Species				
<i>Ilex fosterii</i>	Foster Holly	Berries, foliage; pyramidal	Good	Scales; low maintenance, IPM effective.
<i>Ilex x Nellie Stevens</i>	Nellie Stevens Holly	Pyramidal; slow growth	Good	Scales; low maintenance, IPM effective.
<i>Pinus Mugo</i>	Mugo Pine	Form; slow growth	Moderate	Tipmoths, mites, scales, sawfly; moderate maintenance, IPM effective.
<i>Pinus bungeana</i>	Lacebark Pine	Form; foliage; bark; slow growth	Good to Excellent	Scales; very low maintenance, IPM effective.
VI. Deciduous Shrubs				
A. Native Species				
<i>Ilex verticillata</i>	Winterberry	Fall color; fruit	Excellent	Very low maintenance; IPM effective.
<i>Viburnum dentatum</i>	Arrowwood Viburnum	Foliage; flowers; fall color	Excellent	Aphids; very low maintenance, IPM effective.
B. Introduced Species				
<i>Euonymus alata 'compacta'</i>	Dwarf Euonymus	Fall color; bark	Good	Aphids; mites, scales; low maintenance, IPM effective
<i>Forsythia x Intermedia 'Spectabilis'</i>	Weeping Forsythia	Flowers; rapid growth	Excellent	Aphids; very low maintenance, IPM effective.
<i>Viburnum carlesii</i>	Koren Spice Viburnum	Fragrance; flowers; fall color	Excellent	Aphids; very low maintenance, IPM effective.
<i>Viburnum dilatatum</i>	Linden Viburnum	Flowers; fruit; fall color	Excellent	Aphids; very low maintenance, IPM effective.

Botanical Name	Common Name	Distinguishing Characteristics	Tolerance	Comments
<i>Viburnum plicatum</i> 'tomentosum'	Doublefile Viburnum	Flowers; form; fall color	Excellent	Aphids; very low maintenance, IPM effective.
<i>Corylopsis</i> spp.	Winterhazel Species	Flower; form; fall color	Good to Excellent	Low maintenance, IPM effective.
<i>Cornus alba siberica</i>	Siberian Dogwood	Form; stem color	Good	Scales, sawfly, low maintenance, IPM effective.
VII. Evergreen/Broadleaved Evergreen Shrubs				
A. Native Species				
<i>Myrica pensylvanica</i>	Northern Bayberry	Foliage; fruit	Good to Excellent	Very low maintenance, IPM effective - can get witches broom, but rare.
B. Introduced Species				
<i>Azaleas</i> spp. Azaleas	Evergreen Azalea Species	Flowers	Excellent to Poor	Lacebugs, weevils, mites, caterpillars; <u>potentially</u> very high maintenance, but can be a very successful species, IPM effective for many pests, not all.
<i>Buxus</i> spp. Buxus	Boxwood Species	Foliage; form; slow growth	Excellent to Poor	Psyllids, mites, leafminers; potentially high maintenance, IPM effective.
<i>Ilex crenata</i> spp.	Japanese Holly Species	Foliage; fruit; slow growth	Good to Moderate	Scales, mites; low maintenance, IPM effective for scale.
<i>Ilex cornuta</i> 'Burfordii'	Burford Holly	Foliage; fruit	Good to Moderate	See <i>Ilex crenata</i> .
<i>Ilex glabra</i>	Inkberry	Foliage; form	Good to Excellent	Leafminers; low maintenance, IPM effective. Conventional treatment necessary for leafminer.
<i>Juniperus</i> spp.	Juniper Species	Foliage	Good to Poor	Mites, scales, bagworms; moderate maintenance, IPM effective.
<i>Prunus laurocerasus</i> spp.	Cherry Laurel Species	Flower; foliage	Good	Borers, scales; low maintenance, IPM effective.
<i>Rhododendron</i> spp.	Rhododendron Species	Flowers; evergreen; moderate growth	Good to Poor	Lacebugs, weevils, borers; moderate maintenance/conventional treatment for most pests.

Botanical Name	Common Name	Distinguishing Characteristics	Tolerance	Comments
Taxus spp.	Yew Species	Foliage	Good	Scales; weevils; low maintenance, IPM effective.
VIII. Ground Covers/Vines				
B. Introduced Species				
Ajuga reptans	Bugleweed	Foliage	Not available	Not available.
Campsis radicans	Trumpet Vine	Foliage; flowers	Good	Leafminers; low maintenance, IPM effective, conventional for leafminers.
Euonymus fortunei spp.	Wintercreeper Species	Foliage; fall color	Moderate	Scales, weevils; moderate maintenance/conventional treatment for borers.
Hedera helix	English Ivy	Foliage	Moderate	Aphids; moderate maintenance, IPM effective for aphids.
Juniperus spp.	Juniper Species	Foliage	Good to Poor	Scales, mites, bagworms; moderate maintenance, IPM effective for aphids, scales, etc.
Liriope muscari	Big Blue Lilly Turf	Foliage; flowers	Good	Slugs; low maintenance.
Pachysandra terminalis	Japanese Pachysandra	Foliage; flowers	Good	Scales; low maintenance, IPM effective.
Parthenocissus quinquefolia	Virginia Creeper	Foliage; fall color; fast growth	Good to Excellent	Very low maintenance, IPM effective.
Parthenocissus tricuspidata	Boston Ivy	Fall color; foliage; fast growth	Good to Excellent	Very low maintenance, IPM effective.
Vinca minor	Periwinkle	Flowers; moderate growth	Good to Excellent	Very low maintenance, IPM effective.

THE VILLAGES AT WELLINGTON COMMUNITY CENTER REGULATIONS (Rev3)

PURPOSE

These rules and regulations concern the use of the Villages at Wellington Community Center by groups associated with:

- The Villages at Wellington Board of Directors and Board appointed committees
- Members of the Villages at Wellington Community Association that have completed a private usage agreement and paid all required fees and security deposit.
- All other use is prohibited.

The use of the facility by the members is encouraged. However, the primary purpose of the facility is to serve as a place of use for the Villages at Wellington community events. Community wide events take precedence over private use by individual members.

The term "sponsor" shall be defined as any Villages at Wellington Association Member utilizing the Community Center that has completed a private usage agreement and paid any required fee(s). A "sponsor" of a private event or an event open to the Villages at Wellington Community must be at least 21 years of age and the primary deeded Villages at Wellington homeowner in good financial standing with the Association.

The Community Center is provided for the use and convenience of all association members and shall not be used by members, either directly or indirectly, for commercial profit ventures. Sponsors shall not charge, solicit, accept or encourage the payment of monies for admission to any event in the Community Center, whether for charitable purposes or otherwise.

HOURS OF OPERATION

The Community Center is available for private use during the hours of 9:00am to 11:00pm. Private rentals are not permitted on the following days or holiday weekends; Mother's Day, Easter, Memorial Day, Father's Day, July Fourth (including the day/weekend during which the City of Laurel presents its fireworks), Labor Day, Thanksgiving Day (Thursday-Sunday), Christmas Eve, Christmas Day, New Year's Eve or New Year's Day. Members are required to contact the Villages at Wellington Community Association Management firm for the Community Center availability. No more than one event may be scheduled per weekend (first-come, first-served).

FEES FOR USE

The following fees will be collected for private use of the Community Center facility. No fees will be required for Board or Committee sponsored events. The facility may be used by certain individuals/organizations (e.g. Boy or Girl Scouts) on a recurring basis with the approval of the Community Center Committee and/or the Board of Director's. The fees may be reduced or waived for these organizations with approval of the Community Center Committee and/or the Board of Director's, but the security deposit and trash fees shall still be required. Requests for recurring events by individuals/organizations must be in writing and must be submitted to the Community Center Committee and/or the Board of Director's, at least 60 days in advance of the first event. The event sponsor must be a resident homeowner member in good standing with the Villages at Wellington Community Association during the duration of the sponsorship. Failing to remain in good standing will result in the cancellation of the event.

Security Deposit. A refundable security deposit of \$250.00 must be paid to reserve the facility for a non-Board or Committee event. The Community Center will be inspected prior to use and after completion of the event. The facility must be returned to its original condition with cleaning being performed, by the sponsors, according to the cleaning check-list as outlined in the rental contract. All costs for damage and cleaning beyond normal wear will be deducted from the security deposit. Costs for repairs exceeding the security deposit will be billed to the event sponsors.

Private Usage Fee. The Community Center Rental Fee is \$325.00 per event. The specified fee will give the event sponsors and guests access to the kitchen, the meeting room and restrooms. Access to the Community Center Office and pool area is prohibited.

Events that continue beyond the paid time block may result in the loss of the security deposit.

Holding Fee. A \$50.00 holding fee will be required to hold the event date. This fee will be credited against the Private Usage Fee when paid. The holding fee is refundable if the event is cancelled under specified guidelines.

Trash Fee: Upon the termination of the event, the Event Sponsor shall remove the trash bags from the trash cans in the meeting room and place unused trash bags into the meeting room containers. The used trash bags shall be set at the curb in front of the Facility for pick-up by the Association for a fee of \$75.00 (up to 10 bags of trash). Any bags beyond the 10 bags will be an additional fee of \$75/10 bags (or portion thereof) deducted from the security deposit. Alternatively, the event sponsor shall remove the used trash bags from the Facility grounds completely, on their own and at no cost. The event sponsor must initial the rental agreement to stipulate their intentions and pay the \$75.00 fee, if necessary. Said fees shall be paid by check or money order made payable to *The Villages at Wellington Community Association*.

RESERVATIONS

Reservations will be taken on a first-come, first-serve basis. Reservations can be made up to six (6) months in advance of the event and no less than 30 calendar days prior to the event. The Community Center can be reserved by calling the Villages at Wellington Management Company.

Reservations will be confirmed when the following conditions are met:

1. All Villages at Wellington Association assessments, fines, and legal fees (if any) are paid in full by the sponsor.
2. The contract is completed and signed, attesting that the Sponsor(s) has read and understood the rules and regulations.
3. A \$50.00 holding fee is paid. This fee is subtracted from the total Private Usage Fee.
4. The remaining Private Usage Fee, Trash Fee (if necessary) and security deposit must be paid at least thirty (30) calendar days prior to the event.

A charge of \$35.00 will be assessed for returned checks. The returned check fee along with all other fees associated with private use of the facility will be added to the Villages at Wellington Community Association sponsor homeowner account. Standard Villages at Wellington Community Association late payment fees and collection procedures apply to all accounts with outstanding balances.

CANCELLATIONS

The event sponsors can cancel the reservation without loss of the security deposit or private usage fee. To cancel an event without loss of fees, written notice must be given fourteen (14) calendar days prior to the event.

The Villages at Wellington Association Board of Directors or the Management Company may cancel reservations fourteen (14) calendar days prior to the event, if all rental fees and security deposit are not paid.

The event sponsor shall pay a \$25.00 administrative fee for any cancellations with less than fourteen (14) calendar day's written notice.

THE VILLAGES AT WELLINGTON COMMUNITY CENTER REGULATIONS (Rev3) (Continued)

KEY PICKUP AND DROP OFF

Arrangements for access to the Community Center must be made with the person designated by the Villages at Wellington Community Association Management firm. At least ten (10) days prior to the event, the event sponsors must contact the Villages at Wellington Community Association management firm to arrange for a pre-inspection of the facility.

GENERAL RULES AND REGULATIONS

1. Smoking is not permitted in the Community Center.
2. Entry into the pool area from the Community Center is prohibited.
3. Event sponsors must be present during the entire event to ensure that the guests follow the rules and regulations, and adequate adult supervision is mandatory for all events for children under the age of 18.
4. Event sponsors must assure that the Community Center is not used for unlawful purpose or any purpose prohibited in these rules and regulations.
5. Event sponsors must supply all materials necessary to support the event.
6. County regulations require that the kitchen be used for food warming only, not preparation. Caution must be taken to ensure the fire sprinkler systems are not setoff by heating devices. Event sponsors must ensure that the kitchen is used only for warming of food. Grills/stoves or other cooking devices shall not be placed inside or outside the facility for use of food preparation. The Event Sponsor is responsible for the action of any caterer.
7. Event sponsors must ensure that there is no excessively loud music, disturbing noises, or any act that interferes with the enjoyment by other members present at the Community Center/Pool facility or nearby homes.
8. At no time shall any event become rowdy or uncontrollable. The sponsors bear full responsibility for maintaining the proper atmosphere for the event.
9. Shirts and shoes must be worn in the Community Center.
10. Pets are not permitted in the Community Center.
11. Sponsors must clean the facility according to the exiting checklist.
12. Open flames, portable heaters, incense or candles are prohibited in the Community Center.
13. The Event Sponsor is responsible for set-up of chairs and tables to suit their needs. Chairs and tables shall be left in a neat and orderly fashion at the end of the event. Additional furniture, play equipment, loud speakers, etc. are prohibited.

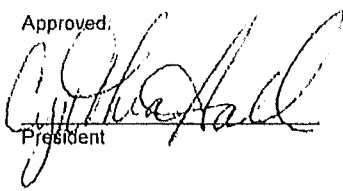

INDEMNITY

It is hereby expressly understood and agreed by Owners, guests, invitees or anyone entering the Community Center for the Association (hereinafter referred to as "Admittee") that he/she shall be solely and absolutely responsible and liable for their own conduct. Admittee hereby expressly agrees to assume all responsibility for the Community Center use and expressly agrees to indemnify and hold harmless The Villages at Wellington Community Association, its employees, agents, successors, and assigns (collectively hereinafter referred to as the "Association") from any and all claims arising out of, occasioned by, or in any way connected with their use of the Community Center or surrounding areas, as well as any and all claims for personal injury or property damage by any person or persons.

Admittee understands that there are inherent risks and dangers involved in the use of the Community Center and surrounding areas and Admittee expressly agrees that anyone who utilizes the Community Center or surrounding areas does so at his/her own risk. The Admittee agrees to indemnify and hold harmless the Association for any cost, including reasonable attorney's fees, incurred by the Association in defending any claim brought against the Association by

the Admittee or any other person that is in attendance at the Community Center or surrounding areas for any claim arising out of or relating to the Community Center and surrounding areas. The Association may bring suit or file any insurance claim as a result of the use of the Community Center or surrounding area, and, after appropriate Notice and a hearing for the Owner before the Association's Board of Directors, any fines issued or costs of reconstruction or repairs shall constitute a Rules violation, shall constitute a personal debt of the Owner, and shall be assessed to the Owner's Association account. Any attorney's fees and costs incurred as a result of a successful suit brought by the Association shall be paid by the Owner in the same manner as the fines and costs of repairs and shall be collectible in the same manner as any other assessment debt.

(The Villages at Wellington Community Association Board of Directors may change the Community Center Regulations at any time.)

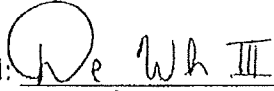
Approved: 
President

Date

THE VILLAGES AT WELLINGTON COMMUNITY ASSOCIATION

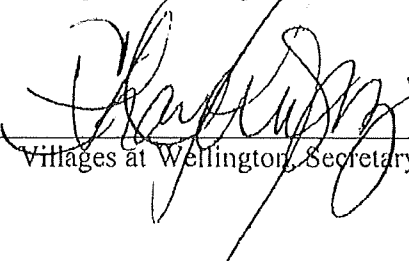
c/o D.H. Bader Management Services, Inc.
14435 Cherry Lane Court, Suite 210, Laurel, MD 20707
301-953-1955, ext. 28 Phone * 301-953-1912 Fax
E-mail: tditizio@dhbader.com

Community Center Parking Lot Rules and Regulations

1. The community center parking lot is for the use of the Villages at Wellington Community Association members and their guests only.
2. At any given time, the use of the parking lot is limited to Association members and their guests that (1) are using the amenities at 14405 Rosemore Lane including the pool facility, tennis courts, etc., (2) are attending an Association sponsored function or (3) have formally contracted with the Association to rent the community center for a private function (only for the terms of the contract) or Association contractors on official business.
3. The following uses are prohibited:
 - a. Vehicular maintenance or repair of any kind
 - b. Overnight parking (lot closed from 1:00a.m. to 7:00 a.m.)
 - c. Vehicular storage (including boats or trailers of any kind)
4. Association members and/or their guests may not use the parking lot for overflow parking for their residence, including tenant parking.
5. Only operable, registered and insured vehicles may use the parking lot.
6. Use at your own risk. Illegally parked vehicles will be towed at the vehicle owners risk and responsibility.

Approved: 
Villages at Wellington, President

4/11/12
Date

Approved: 
Villages at Wellington, Secretary

4/17/2012
Date

VILLAGES AT WELLINGTON COMMUNITY POOL REGULATIONS

PURPOSE

The Villages at Wellington Community Association Board of Directors has established the regulations, outlined below, for the welfare and safety of all members and guests using the pool facility.

POOL OPERATING HOURS WILL BE POSTED AT THE POOL, PRINTED IN THE NEWSLETTER AND POSTED ON THE WEBSITE

POOL REGISTRATION CARDS/ADMITTANCE TO THE POOL

1. **Admittance only by a household registration card** (to include picture identification of residents). All residents and guests are required to sign in and out of the pool. Household registration cards will be issued to residents in good financial standing with the Villages at Wellington Community Association. Members who are delinquent in the payment of their dues or otherwise violate the association rules and regulations are not eligible for admittance. Household registration cards will be kept on file at the pool.
2. **Registration Card Application Packages.** A pool application package must be completed and approved by the Villages at Wellington Community Association management firm before a household registration card is issued. Household registration cards with more than 3 adults and/or more than 6 household members MUST provide proof of residency before their application is approved. (Proof examples: drivers license, student report card, etc.) Any registration card submitted may be challenged for proof of residency.
3. **Guest Allowance Policy.** Adult residents must accompany guests at all times. 20 guest allowances per household per season will be assigned to members if their registration card, pictures and proof of residency (if required) are received by May 1st. If application package is received after May 1st, no free guest allowances will be granted, NO EXCEPTIONS
4. **Additional Guest Allowances.** Villages at Wellington Members with a valid household registration card may purchase additional guest allowances in increments of 10 for \$20.00. Purchase shall be made at the pool only by check or money order made payable to the Villages at Wellington Community Association.
5. **Guest Limit.** A maximum of 5 guests per day per household. A maximum of 3 guests 14 years of age or less per adult resident.
6. **Private Parties:** Use of the pool for private parties or large groups is prohibited.
7. **Volunteer Season Guest Allowances.** Any resident who was officially appointed and has served actively (as determined by the Chair of the respective Committee) as a volunteer in the community on any of the Villages at Wellington Community Boards of Directors or Committees, will be eligible for a season guest allowance (maximum of five guests per day). A Volunteer Season Guest Allowance must be requested in writing on forms developed by the Community Center Committee and said application must be approved by the management firm.
8. **Nanny Guest Pass.** Households may purchase a laminated card for use by Non-Resident Nanny's only for the purpose of bringing resident children in the pool at a cost of \$25.00 per season. Passes will have the following information:
 - Nanny's name and photo (ID required for verification)
 - Resident's name and address
 - Name(s) of resident child(ren) the Nanny is allowed to bring in the pool per parents authorization.

The Nanny may NOT use this pass to come to the pool without the resident child(ren). Approval is subject to the management firms discretion and approval of the Board of Directors and/or the Community Center Committee.

POOL ADMITTANCE RESTRICTIONS

1. No one will be allowed in the swimming area unless the pool is officially open and a lifeguard is on duty.
2. **Child Member Restrictions.** Child members of the pool will be admitted to the pool under the following conditions:
 - Members 14 and under must be accompanied and supervised by an authorized [responsible Association household adult] Association adult member or approved Nanny.
 - Members 15-17 years of age may be admitted without adult supervision, if the parent or legal guardian member grants written permission on the registration card and the child passes the basic swim test (two laps of the pool and tread water for one minute).
 - Members being accompanied by a Nanny MUST get prior approval from the management firm.
3. **Child Guest Restrictions.** Guest children must be accompanied by a registered adult Association member at all times and will only be admitted to the pool under the following conditions:
 - Guests 15-17 years old MUST be signed in by resident homeowner and MUST pass the basic swim test
 - Guests 14 and under MUST be accompanied by a resident homeowner.
4. To allow for complete pool enjoyment by Association members, the lifeguards can limit the number of guests allowed in the pool.
5. **The Pool Manager and/or Lifeguards reserve the right to require parental supervision of any child, member or guest, 15-17 years of age who violates the pool rules. Lifeguards are NOT babysitters.**
6. **ALL GUESTS:** All guests must abide by the same rules and regulations as resident members. Resident members will be held responsible for the actions of their guests, whether the resident is present or not.

REGULATIONS

1. All members and guests must follow the instructions of and cooperate with the Pool Management and Lifeguards AT ALL TIMES.
2. **The Pool Manager and/or Lifeguards have the authority to suspend a members pool privileges for the day for any infraction of these rules.** Subsequent action may be taken by the Villages at Wellington Board of Directors or Community Center Committee, which may revoke a member's pool privilege for any length of time, including the remainder of the pool seasons, and accessing monetary charges if appropriate.
3. Appropriate bathing attire must be worn when using the pool. Cut offs, gym shorts, and thong/G-string bathing suits will not be allowed in the pool. Allowances shall be made for clothing worn for religious purposes provided that the pool management company may, at their discretion, prohibit clothing that they feel obstructs the view of the pool bottom or that they feel may get tangled in the main drains of the pool.
4. The community center meeting room and kitchen are to be used by reservation only (See Community Center Rules).
5. Loud, abusive, offensive or profane language will not be tolerated in the clubhouse/pool area.
6. Audio devices will be permitted only if used with headphones.

VILLAGES AT WELLINGTON COMMUNITY POOL REGULATIONS (continued)

7. Only authorized personnel are permitted in the clubhouse, equipment rooms or on the lifeguard stands.
8. **Food:** Food is allowed in the pool area, but patrons are responsible to clean-up any waste. Alcoholic beverages and glass containers, including baby bottles, are prohibited.
9. **Chewing gum is not permitted.**
10. **Pets are not permitted** inside the clubhouse/pool facility.
11. Refuse is to be placed in the trash containers.
12. **Smoking is not permitted** in the clubhouse/pool facility.
13. The Pool Manager and/or Lifeguards have the authority to rope off certain areas of the pool for specific purposes. (e.g., if there is a lap lane, swimmers who are not swimming laps must remain clear of the lap lane when it is in use.)
14. The Pool Manager and/or Lifeguards have the authority to prohibit games that may appear dangerous and/or are getting out of control.
15. It is unlawful to willfully destroy damage or remove Association property, including signs, chairs, etc. Deliberate damage to property will be charged to the responsible members and the pool pass of the offender may be revoked.
16. **Unauthorized use or entry into the pool area during non-operational hours or non-community sponsored functions is strictly forbidden. Trespassers will be prosecuted to the fullest extent of the law.**

HEALTH AND SAFETY

1. All swimmers must shower at the pool facility before entering the pool.
2. Facemasks and goggles must be made of an unbreakable material.
3. **Running, pushing, wrestling** or causing undue disturbances within or about the pool facilities **will not be permitted.**
4. Water will not be splashed on patrons outside the pool.
5. **Flotation devices that provide false security** to non-swimmers, for example, "Water Wings", or other non-certified flotation devices are discouraged. **Use of these devices is limited to minors under individual and immediate supervision.** Pool Management, without notice, may withdraw this privilege.
6. Inflatable balls are allowed in the main pool, when less than 25 patrons are in the pool. This rule is at the sole discretion of the lifeguard.
7. Water toys may be used in the pool only with the Pool Manager's/Lifeguard's permission.
8. Inner tubes and air mattresses are not allowed in the pool.
9. Spitting, spouting of water, blowing out of the nose, etc. into the pool and on the deck is prohibited.
10. **Individuals wearing bandages, or who have skin abrasions, colds, coughs, extremely inflamed eyes, open sores, infections, excessive sunburn, nasal or ear discharge will not be admitted to the pool.**
11. **Children who are not toilet trained must wear tight fitting disposable swim diapers made specifically for use in pools when using the pools. Use of standard disposable diapers, or cloth diapers and rubber pants, is strictly prohibited.** Parents/members will be held responsible for the cost of closing the pool and cleaning if these rules are not adhered to.
12. To prevent over fatigue, a **15-minute rest period for all children** will be observed every hour. During this time, **children under the age of 16 will not be permitted in the pool**
13. **When weather** (electrical, thunderstorms or cold), **health or safety conditions warrant, the pool will be closed and may be closed** at the discretion of the Pool Management Company. The following guidelines will be used in closing the pool: air temperature 65 degrees or below - pool and pool area are closed; lightning - pool and pool area are closed for one hour following last sighting; thunder - pool and pool area are closed for one-half hour after last heard sound; heavy rain showers - pool is closed until bottom of the pool is visible; fecal matter found in pool - pool

and pool area closed for 8 hours; vomit - pool closed for two hours.

The Pool Manager and/or Lifeguards have been given the full authority to revoke pool privileges of individuals who violate the rules and regulations. The length of time, which the pool privilege is revoked, will be determined by the Board of Directors and/or the Community Center Committee on a case-by-case basis. The Board of Directors may change the pool regulations at any time.

INDEMNITY

It is hereby expressly understood and agreed by Owners, guests, invitees or anyone entering the pool for the Association (hereinafter referred to as "Admittee") that he/she shall be solely and absolutely responsible and liable for their own conduct. Admittee hereby expressly agrees to assume all responsibility for the pool use and expressly agrees to indemnify and hold harmless The Villages at Wellington Community Association, its employees, agents, successors, and assigns (collectively hereinafter referred to as the "Association") from any and all claims arising out of, occasioned by, or in any way connected with their use of the Pool or surrounding areas, as well as any and all claims for personal injury or property damage by any person or persons.

Admittee understands that there are inherent risks and dangers involved in the use of the Pool and surrounding areas and Admittee expressly agrees that anyone who utilizes the Pool or surrounding areas does so at his/her own risk. The Admittee agrees to indemnify and hold harmless the Association for any cost, including reasonable attorney's fees, incurred by the Association in defending any claim brought against the Association by the Admittee or any other person that is in attendance at the Pool or surrounding areas for any claim arising out of or relating to the Pool and surrounding areas. The Association may bring suit or file any insurance claim as a result of the use of the Pool or surrounding area, and, after appropriate Notice and a hearing for the Owner before the Association's Board of Directors, any fines issued or costs of reconstruction or repairs shall constitute a Rules violation, shall constitute a personal debt of the Owner, and shall be assessed to the Owner's Association account. Any attorney's fees and costs incurred as a result of a successful suit brought by the Association shall be paid by the Owner in the same manner as the fines and costs of repairs and shall be collectible in the same manner as any other assessment debt.

THE VILLAGES AT WELLINGTON COMMUNITY ASSOCIATION

Approved Tennis Court Rules & Regulations

1. The tennis courts are for the use of the Villages at Wellington Community Association members and their guests only. Use at your own risk.
2. A maximum of four persons per court at any one time.
3. Please be courteous and limit play to one hour when others are waiting.
4. Children under age nine must be accompanied by an adult.
5. Tennis shoes must be worn at all times when using these courts.
6. Smoking is prohibited in the tennis court area.
7. Glass containers and food are prohibited in the tennis court area.
8. Skateboarding and rollerblading are prohibited on the court.
9. Please put all trash in the receptacles provided or take it with you.
10. No pets permitted on the tennis courts at any time.
11. Tennis courts are available for use from dawn until dusk.
12. Keep the gate closed at all times.

INDEMNITY:

It is hereby expressly understood and agreed by Owners, guests, invitees or anyone entering the Tennis Courts for the Association (hereinafter referred to as "Admittee") that he/she shall be solely and absolutely responsible and liable for their own conduct. Admittee hereby expressly agrees to assume all responsibility for the Tennis Courts use and expressly agrees to indemnify and hold harmless The Villages at Wellington Community Association, its employees, agents, successors, and assigns (collectively hereinafter referred to as the "Association") from any and all claims arising out of, occasioned by, or in any way connected with their use of the Tennis Courts or surrounding areas, as well as any and all claims for personal injury or property damage by any person or persons.

Admittee understands that there are inherent risks and dangers involved in the use of the Tennis Courts and surrounding areas and Admittee expressly agrees that anyone who utilizes the Tennis Courts or surrounding areas does so at his/her own risk. The Admittee agrees to indemnify and hold harmless the Association for any cost, including reasonable attorney's fees, incurred by the Association in defending any claim brought against the Association by the Admittee or any other person that is in attendance at the Tennis Courts or surrounding areas for any claim arising out of or relating to the Tennis Courts and surrounding areas. The Association may bring suit or file any insurance claim as a result of the use of the Tennis Courts or surrounding area, and, after appropriate Notice and a hearing for the Owner before the Association's Board of Directors, any fines issued or costs of reconstruction or repairs shall constitute a Rules violation, shall constitute a personal debt of the Owner, and shall be assessed to the Owner's Association account. Any attorney's fees and costs incurred as a result of a successful suit brought by the Association shall be paid by the Owner in the same manner as the fines and costs of repairs and shall be collectible in the same manner as any other assessment debt.

Welcome Packages
The Villages at Wellington Community Association, Inc.

Order: WDXSXV28Z
Address: 7906 Aylesford Ln
Order Date: 10-20-2020
Document not for resale
HomeWiseDocs

This document is currently either not available or not applicable for this association.

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