

DORCHESTER NEIGHBORHOOD ASSOCIATION, INC.

**P.O. Box 638
La Plata, MD 20646
301-893-9310
FAX: 301-893-9311**

Welcome to the Neighborhood,

Clements Bay Management Group, LLC. handles the property management for our neighborhood. If you have any questions, you may contact them at 301-392-9456 or write to them at: P.O. Box 638, La Plata, MD 20646.

You may contact the Board of Directors for Dorchester Neighborhood Association, Inc. (DNA) by writing to them at: P.O. Box 638, La Plata, MD 20646.

Our Association dues are billed annually on January 1st. The fiscal year and information on the amount billed for this year and previous year(s) may be obtained by contacting the DNA office on 301-893-9310.

An application form for Exterior Alterations, if needed, may be obtained from the Clements Bay Management Group office. All completed applications are to be submitted to the above address. The Architectural Committee reviews the applications against the rules and regulations of the Association. You will be notified within 30 days on the status of your application.

Under Maryland law, a complete set of the Associations documents are to be provided to the buyer prior to settlement by the seller. However, if you have already purchased your home and you did not receive these documents, they are available from Clements Bay Management Group, LLC. for \$150.00. Please send a cashier's check or money order and a written request to obtain your copy.

Enclosed you will find the most recent Balance Sheet for Dorchester Neighborhood Association, Inc. and the most recent customer statement for the property you are planning to purchase or have already purchased.

If you are purchasing a single family home or a duplex, please be aware that trash service is not included in your assessment fee. Please contact a trash company of your choosing and make the appropriate arrangements.

Dorchester Neighborhood Association, Inc.
2020 Annual Budget

Income		PROFESSIONAL EXPENSES	
Previous Assessments	30,000	Accounting Expense	650
2020 DNA Annual Assessment	757,911	Attorney Fees- Reimbursable	0
Allowance for Doubtful Accts	-75,791	Legal Fees	5,000
INCOME		Management Fees	69,600
Center Rental	11,000	Total PROFESSIONAL EXPENSES	<u>75,250</u>
Gate Receipts	1,000	REPAIR/MAINTENANCE	
Interest	2,000	Center Maintenance & Repairs	4,000
Late Fee	3,000	Equipment Maintenance & Repair	1,500
Newsletter Ad Income	100	Janitorial - Center	9,000
Pass Replacement	0	Pest Control	100
Road Assessment	360	Planned Improvements	1,000
INCOME - Other	0	Pool Pass Supplies	1,000
Total INCOME	<u>17,460</u>	Pool Repair/Maintenance	10,000
Lien Fee	0	Total REPAIR/MAINTENANCE	<u>26,600</u>
Total Income	<u>729,580</u>	RESERVE CONTRIBUTION	
Gross Profit	<u>729,580</u>	Capital Expense Contribution	33,782
Expense		Reserve Fund Contribution	37,702
ACTIVITIES		Total RESERVE CONTRIBUTION	<u>71,484</u>
National Night Out	5,000	TAXES	
Social Committee Expenses	20,000	Taxes - Corporate Tax Expense	100
ACTIVITIES - Other	3,000	Taxes - Income Tax	100
Total ACTIVITIES	<u>28,000</u>	Taxes - Property	0
CONTRACT SERVICES		Total TAXES	<u>200</u>
Beaver Trapping	3,000	UTILITIES	
Pool Management	100,000	Electricity - Building	15,000
Security Patrol	12,000	Electricity - Streetlights	17,000
Total CONTRACT SERVICES	<u>115,000</u>	Gas - Heating	3,000
GENERAL & ADMINISTRATIVE		Internet Service	1,000
Bad Debt Expense	15,000	Security System Services	8,300
Bank Charges	100	Telephone Expense	2,300
Insurance Expense	16,000	Trash Removal	1,200
Office Equipment & Supplies	9,000	Water/Sewer Expense	4,000
Postage and Delivery	1,500	Total UTILITIES	<u>51,800</u>
Printing and Reproduction	5,000	Total Expense	<u>729,580</u>
Westlake Village Expense	65,000	Net Income	<u>0</u>
Total GENERAL & ADMINISTRATIVE	<u>111,600</u>		
GROUNDS MAINTENANCE			
Ground Maintenance & Repair	10,000		
Grounds Improvements (Tennis Court)	10,000		
Grounds Maintenance - Contract	120,000		
Lake Beautification	100,445		
Snow Removal	1,500		
Trash Removal Lakes	7,700		
GROUNDS MAINTENANCE - Other	0		
Total GROUNDS MAINTENANCE	<u>249,645</u>		



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/17/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER Edward L. Sanders Insurance Agency, Inc. P.O. Box 2828 10 Washington Avenue La Plata MD 20646	CONTACT NAME: Patricia Peslen PHONE (A/C No., Ext): (301) 934-9521 FAX (A/C, No): (301) 934-1120 E-MAIL ADDRESS: patriciap@elsanders.com
	INSURER(S) AFFORDING COVERAGE INSURER A: Cincinnati Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** CL1871714707 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			EPP0149387	06/01/2018	06/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Hired Non Owned Auto \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			EPP0149387	06/01/2018	06/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			EPP0149387	06/01/2018	06/01/2021	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER FOR INFORMATIONAL PURPOSES ONLY	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

**Dorchester Neighborhood Association, Inc.
P.O. Box 638
La Plata, MD 20646
(301) 392-9456**

Schedule of Meetings for 2020

BOARD OF DIRECTORS MEETINGS:

All meetings begin promptly at 7:00 PM at the Dorchester Community Center

Wednesday, January 8, 2020

Wednesday, February 12, 2020

Wednesday, March 11, 2020

Wednesday, April 8, 2020

Wednesday, May 13, 2020

Wednesday, June 10, 2020

Wednesday, July 8, 2020

Wednesday, August 12, 2020 – Budget review meeting

Wednesday, September 9, 2020 – Budget approval meeting

Wednesday, October 14, 2020 – Annual Meeting

Wednesday, November 11, 2020 – (if Annual re-call is not necessary)

Wednesday, December 9, 2020

CAA MEETINGS:

The CAA meets on the 2nd Wednesday of the month from March to October at 7:00 PM at the Dorchester Community Center.

ANNUAL MEETING:

Wednesday, October 14, 2020 - 7:00 PM at Dorchester Community Center

Wednesday, November 11, 2020 – 7:00 PM at Dorchester Community Center (if Annual re-call is necessary)

Board of Directors meetings are open to all association members; however participation is limited. Please plan to attend and join a committee to make a difference in your community, as volunteers are always welcome. You may address any questions or concerns during the resident's forum, at your annual association meeting.

From time to time the Board of Directors may need to discuss confidential information that is not to be heard by the general membership. These meetings will go into a closed session (Executive Session) once all regular business is addressed.

To confirm a meeting date prior to the meeting, please contact the Community center office at 301-893-9310 or email Jenny.Huseman@comcast.net.

Westlake Village Council 2020 Meeting Schedule

Meetings begin at 7:00 PM
LANCASTER NEIGHBORHOOD CENTER
4150 Dorchester Circle
Waldorf, MD 20603

Tuesday, January 21, 2020

Tuesday, March 17, 2020

Tuesday, May 19, 2020

Tuesday, July 21, 2020

Tuesday, October 20, 2020 Annual Meeting

Tuesday, November 17, 2020 Annual Re-Call Meeting (if needed)

Board of Directors meetings are open to all association members. We welcome your participation and comments (subject to time constraints) during the resident's forum portion of these meetings.

From time to time, the Board of Directors may need to discuss confidential information that is not to be heard by the general membership. These meetings will go into a closed session (Executive Session) once all regular business is addressed.

To confirm a meeting date, please contact Cindy Johnson, CMCA, AMS the Community Manager at cjohnson@maredithmgmt.com.

Dorchester Neighborhood Association, Inc.

P.O. Box 638

La Plata, MD 20646

(P) 301-392-9456 (F) 301-392-9444

Neighborhood Information

Property Management Company:

Clements Bay Management Group, LLC.

Mailing address:

P.O. Box 638, La Plata, MD 20646

Physical Address:

5 North Maple Avenue, La Plata, MD 20646

Office Hours:

Monday – Thursday: 9:00 AM to 5:00 PM

Friday: 9:00 AM to 1:00 PM

Saturday & Sunday: Closed

Property Manager: Jenny Huseman

Email: jenny.huseman@comcast.net

Dorchester Community Center:

(P) 301-893-9310 (F) 301-893-9311

www.dorchestercommunity.com

Office Hours:*

Monday: 12:00 PM to 7:00 PM

Tuesday: 1:00 PM to 5:00 PM

Wednesday: 12:00 PM to 7:00 PM

Thursday: 1:00 PM to 5:00 PM

Friday: Closed

Saturday: 9:00 AM to 12:00 PM

Sunday: Closed

* The center office follows the Charles County school system closing schedule.



WAIVER OF LIABILITY
Permission Form

This Agreement waives the liability of Dorchester Neighborhood Association, Inc. ("DNA") for any use of the services and facilities throughout the Dorchester Community, included but not limited to the swimming pool, playground, tennis courts and common grounds.

A NON-PARENT CANNOT LEGALLY SIGN THIS WAIVER FOR OTHER PEOPLE'S CHILDREN. IT MUST BE SIGNED BY A PARENT OR LEGAL GUARDIAN.

PLEASE READ CAREFULLY AND SIGN BELOW.

1. I, the applicant signing below wish either for myself or my children listed below to utilize the services and facilities of the Dorchester Neighborhood Association, Inc., included but not limited to the swimming pool, playground, tennis courts and grounds.

2. I hereby agree that the use of the services and facilities provided by the DNA, including but not limited to the swimming pool, playground, tennis courts and grounds, is at my and my child's own risk. As a condition of my and my child's use of such services and facilities I, on behalf of myself, my heirs and assigns, and on behalf of my child (and my child's heirs and assigns) expressly agree to forever discharge, waive and release the Dorchester Neighborhood Association, its Board of Directors, its management, staff, servants, agents, employees and/or independent contractors and their heirs, successors and assigns, from any and all claims, demands, injuries, liabilities, actions, causes of action and from all acts of active or passive negligence on the part of the DNA and its directors, management, staff, servants, agents, employees and/or independent contractors and their heirs, successors and assigns on account of any and all injuries or damages, including but not limited to bodily injury, mental injury and/or property damage from any event, mishap, accident, loss, damage or injury suffered by myself or my child resulting from or connected with or caused by the use of the services and facilities. I further agree to defend, indemnify and hold harmless the Dorchester Neighborhood Association, Inc., its directors, management, staff, servants, agents, employees and/or independent contractors and their heirs, successors and assigns from any and all claims, losses and liabilities arising from, connected to, and/or arising from my and/or my child's use of the services and facilities, including but not limited to the swimming pool, playground, tennis courts and grounds.

3. I declare and affirm that I and my child are (or are) in good medical and physical condition, and use of the services and facilities at the Swim Club does not pose any danger to my or my child's health. I further agree to abide by the rules and regulations of the Swim Club, as they now exist or may be amended in the discretion of the Swim Club.

I have read and understand the above and foregoing and acknowledge my consent to terms of this Waiver and Release for myself and my child.

Applicant (Print Name)	Applicant (Signature)	Date
Adult/Child's Printed Name	Adult/Parent/Guardian (Signature)	Date
Adult/Child's Printed Name	Adult/Parent/Guardian (Signature)	Date
Adult/Child's Printed Name	Adult/Parent/Guardian (Signature)	Date
Adult/Child's Printed Name	Adult/Parent/Guardian (Signature)	Date

Address: _____

Phone Number: (____) ____ - ____ (H)

Phone Number: (____) ____ - ____ (C)

DORCHESTER NEIGHBORHOOD

WESTLAKE VILLAGE
ST. CHARLES, MARYLAND

APPLICATION FOR EXTERIOR ALTERATION

Name _____

Address _____

Phone (9 am - 5 pm) _____ (Evening) _____

DESCRIPTION OF CHANGE (include description of materials, colors, designs, etc.)

Before mailing, please **CHECK the Guidelines** and make sure the following items are attached to the application:

1. Property plat indicating where the alteration will be placed in relation to your home and property lines.
2. Drawing of proposed alteration showing elevations/dimensions/style of exterior alteration.
3. Photos or color copies of material/samples (please do not include actual samples).
4. SIGN and DATE the application.

IMPORTANT: Your application may be delayed AND/OR disapproved if it is incomplete or cannot be understood!

ACTION BY DNA CAA <input type="checkbox"/> APPROVED <input type="checkbox"/> REJECTED <input type="checkbox"/> DNA Board Approval Req	PDRB APPROVAL <input type="checkbox"/> REQUIRED	ACTION BY PLANNING DESIGN REVIEW BOARD <input type="checkbox"/> APPROVED <input type="checkbox"/> REJECTED
SIGNATURE _____	DATE _____	SIGNATURE _____
DATE _____		
COMMENTS: 		

NEIGHBORS SIGNATURES	ADDRESS
(1) _____	_____
(2) _____	_____

I have completed this application in good faith and state that it accurately represents the alterations I propose to make.

I understand that approval of this application does not permit me to violate any provisions of the protective covenants or of the building and zoning codes of Charles County. Further, nothing in this application or its approval will be understood by me as a waiver of any of those restrictions.

I understand that any construction or exterior alteration undertaken by me or on my behalf before approval of this application is strictly at my own risk, and that I may be required to return the property to its former condition at my own expense if the application is disapproved wholly or in part, and I may be required to pay legal expenses incurred.

I understand that representatives of the reviewing bodies are permitted to enter upon my property at any reasonable time for the purpose of inspecting the proposed project, the project in progress, and the completed project, and that such entry does not constitute a trespass.

I understand that any approval is contingent upon work completed in a workman-like manner.

I certify that I am the owner of the above property and I understand that if I transfer this property prior to the final approval of this application by the reviewing bodies, this application shall be deemed to be withdrawn by the reviewing bodies.

Upon approval the project must be completed within 60 days from start of construction.

OWNER'S SIGNATURE _____ DATE _____

SUBMIT this completed application with all necessary attachments to **Dorchester Neighborhood Association, PO Box 638, LaPlata, MD 20646.**

Dear Resident:
The application cannot be approved at this time and is being returned for the following reason(s):

A copy of the property plat is not attached to the application.

A plan showing elevations and dimensions was not attached.

Color description was not provided.

Materials description was not provided.

The application was not specific. The following information is required.

The application is not within Guidelines.

If you would resubmit with the appropriate information, the CAA will review your application at our next scheduled meeting on _____.

NOTE TO APPLICANT: Please be aware that most structural improvements require a Charles County Building Permit, including but not limited to: sheds, decks, pools, fireplaces, wood stoves, porches, enclosures, and additions. Fences and cosmetic improvements typically do not require County permits. For information regarding permits, please contact the Building Department of the Charles County Department of Public Works at 301/645-0610.



**EXTRA! EXTRA!
READ ALL ABOUT IT!!**

DORCHESTER TEXT ALERTS

NOW AVAILABLE THROUGH OUR WEBSITE!



Alerts such as:

- Community Events
- HOA Meeting Reminders
- Payment Reminders
- Social Event Updates
- Emergency Notifications

(Up to eight-(8) messages per month)

Signup is easy! Visit: www.dorchestercommunity.com

NOTE: You MUST be a member of Dorchester's website in order to subscribe to this service.

Existing website members: Click on "News" and follow the simple instructions to register.

New website registrants: You will be prompted for a mobile number for SMS/TXT messaging.

You may UNSUBSCRIBE at any time, simply by deleting

ATTENTION! If you were a subscriber to Text Alerts PRIOR to May 1st, please note our initial pilot-program has ended and the service has been moved to our website. In order to continue receiving text message (SMS) alerts, you will need to sign up through the website.

4:30 PM
10/15/20
Accrual Basis

Dorchester Neighborhood Association, Inc.
Balance Sheet
As of October 15, 2020

	Oct 15, 20
ASSETS	
Current Assets	
Checking/Savings	
Old Line Checking	285,054.88
Total Checking/Savings	285,054.88
Accounts Receivable	
Accounts Receivable	219,304.75
Total Accounts Receivable	219,304.75
Other Current Assets	
Allowance-Doubtful Accounts Reserve Account	-14,794.73
Columbia BK CD 2750	77,430.20
Old Line Bank CDARS 2738	100,000.00
Old Line Bank CDARS 2789	200,000.00
Old Line Bank MM 0906	110,721.83
Old Line CD 0934	93,711.56
Total Reserve Account	581,863.59
Undeposited Funds	4,382.11
Total Other Current Assets	571,450.97
Total Current Assets	1,075,810.60
TOTAL ASSETS	1,075,810.60
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Rental Security Deposits Held	-176.37
Total Other Current Liabilities	-176.37
Total Current Liabilities	-176.37
Total Liabilities	-176.37
Equity	
Opening Balance Equity	-499.62
RESERVES	
Capital Expense Fund	16,751.68
Reserve Fund	658,003.91
Total RESERVES	674,755.59
Retained Earnings	249,191.98
Net Income	152,539.02
Total Equity	1,075,986.97
TOTAL LIABILITIES & EQUITY	1,075,810.60

Dorchester Neighborhood Association, Inc.
Profit & Loss Budget vs. Actual
 January through December 2020

	Jan - Dec 20	Budget	\$ Over Budget	% of Budget
Income				
2011 DNA Annual Assessment	37.10			
2015 DNA Annual Assessment	528.68			
2016 DNA Annual Assessment	908.42			
2017 DNA Annual Assessment	4,266.84			
2018 DNA Annual Assessment	8,036.34			
2019 DNA Annual Assessment	27,576.66	30,000.00	-2,423.34	91.9%
2020 DNA Annual Assessment	653,470.46	757,910.93	-104,440.47	86.2%
Allowance for Doubtful Accts	0.00	-75,791.00	75,791.00	0.0%
INCOME				
Center Rental	-1,285.00	11,000.00	-12,285.00	-11.7%
Gate Receipts	0.00	1,000.00	-1,000.00	0.0%
Interest	1,163.55	2,000.00	-836.45	58.2%
Late Fee	5,665.97	3,000.00	2,665.97	188.9%
Newsletter Ad Income	0.00	100.00	-100.00	0.0%
Pass Replacement	1,425.00			
Road Assessment	320.00	360.00	-40.00	88.9%
Savings Interest	101.91			
Total INCOME	7,391.43	17,460.00	-10,068.57	42.3%
Total Income	702,215.93	729,579.93	-27,364.00	96.2%
Gross Profit	702,215.93	729,579.93	-27,364.00	96.2%
Expense				
ACTIVITIES				
National Night Out	0.00	5,000.00	-5,000.00	0.0%
Social Committee Expenses	209.92	20,000.00	-19,790.08	1.0%
ACTIVITIES - Other	0.00	3,000.00	-3,000.00	0.0%
Total ACTIVITIES	209.92	28,000.00	-27,790.08	0.7%
CONTRACT SERVICES				
Beaver Trapping	0.00	3,000.00	-3,000.00	0.0%
Pool Management	67,004.13	100,000.00	-32,995.87	67.0%
Security Patrol	8,820.00	12,000.00	-3,180.00	73.5%
Total CONTRACT SERVICES	75,824.13	115,000.00	-39,175.87	65.9%
GENERAL & ADMINISTRATIVE				
Bad Debt Expense	344.00	15,000.00	-14,656.00	2.3%
Bank Charges	-130.00	100.00	-230.00	-130.0%
Insurance Expense	15,006.00	16,000.00	-994.00	93.8%
Office Equipment & Supplies	3,000.09	9,000.00	-5,999.91	33.3%
Postage and Delivery	211.96	1,500.00	-1,288.04	14.1%
Printing and Reproduction	4,699.52	5,000.00	-300.48	94.0%
Westlake Village Expense	75,791.00	65,000.00	10,791.00	116.6%
Total GENERAL & ADMINISTRATIVE	98,922.57	111,600.00	-12,677.43	88.6%
GROUNDS MAINTENANCE				
Ground Maintenance & Repair	746.00	10,000.00	-9,254.00	7.5%
Grounds Improvements	102,543.00	10,000.00	92,543.00	1,025.4%
Grounds Maintenance - Contract	107,800.00	120,000.00	-12,200.00	89.8%
Lake Improvements	68,895.40	100,445.45	-31,550.05	68.6%
Snow Removal	0.00	1,500.00	-1,500.00	0.0%
Trash Removal Lakes	5,000.00	7,700.00	-2,700.00	64.9%
GROUNDS MAINTENANCE - Other	1,469.00			
Total GROUNDS MAINTENANCE	286,453.40	249,645.45	36,807.95	114.7%
PROFESSIONAL EXPENSES				
Accounting Expense	0.00	650.00	-650.00	0.0%
Legal Fees	134.00	5,000.00	-4,866.00	2.7%
Management Fees	58,000.00	69,600.00	-11,600.00	83.3%
Total PROFESSIONAL EXPENSES	58,134.00	75,250.00	-17,116.00	77.3%

4:28 PM

Dorchester Neighborhood Association, Inc.

Profit & Loss Budget vs. Actual

January through December 2020

10/15/20

Cash Basis

	Jan - Dec 20	Budget	\$ Over Budget	% of Budget
REPAIR/MAINTENANCE				
Center Maintenance & Repairs	2,601.25	4,000.00	-1,398.75	65.0%
Equipment Maintenance & Repair	0.00	1,500.00	-1,500.00	0.0%
Janitorial - Center	7,905.68	9,000.00	-1,094.32	87.8%
Pest Control	63.00	100.00	-37.00	63.0%
Planned Improvements	0.00	1,000.00	-1,000.00	0.0%
Pool Pass Supplies	0.00	1,000.00	-1,000.00	0.0%
Pool Repair/Maintenance	48,893.68	10,000.00	38,893.68	488.9%
Total REPAIR/MAINTENANCE	59,463.61	26,600.00	32,863.61	223.5%
RESERVE CONTRIBUTION				
Capital Expense Contribution	0.00	33,782.24	-33,782.24	0.0%
Reserve Fund Contribution	0.00	37,702.24	-37,702.24	0.0%
Total RESERVE CONTRIBUTION	0.00	71,484.48	-71,484.48	0.0%
TAXES				
Taxes - Corporate Tax Expense	0.00	100.00	-100.00	0.0%
Taxes - Income Tax	0.00	100.00	-100.00	0.0%
Total TAXES	0.00	200.00	-200.00	0.0%
UTILITIES				
Electricity - Building	5,986.50	15,000.00	-9,013.50	39.9%
Electricity - Streetlights	15,597.24	17,000.00	-1,402.76	91.7%
Gas - Heating	1,956.10	3,000.00	-1,043.90	65.2%
Internet Service	990.00	1,000.00	-10.00	99.0%
Security System Services	20.00	8,300.00	-8,280.00	0.2%
Telephone Expense	2,225.61	2,300.00	-74.39	96.8%
Trash Removal	1,000.20	1,200.00	-199.80	83.4%
Water/Sewer Expense	7,341.14	4,000.00	3,341.14	183.5%
Total UTILITIES	35,116.79	51,800.00	-16,683.21	67.8%
Total Expense	614,124.42	729,579.93	-115,455.51	84.2%
Net Income	88,091.51	0.00	88,091.51	100.0%

DORCHESTER NEIGHBORHOOD ASSOCIATION, INC.

P.O. Box 638
La Plata, MD 20646
301-392-9456***301-392-9444

RESALE CERTIFICATE

Date: October 16, 2020

Address: 5910 Parrotfish Court
Waldorf, MD 20603

The Dorchester Neighborhood Association, Inc. 2020 Annual Assessment fee has not been assessed for this property because it is an undeveloped lot. If/when a home is constructed, assessment fees will begin to be assessed.

The assessment runs on a calendar year from January 1st – December 31st.

The following are exterior improvements, which have approved applications, were noted upon inspection:

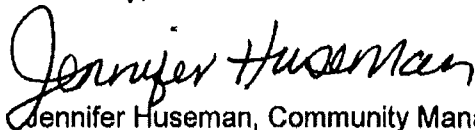
- None – undeveloped lot

The following problems were noted upon exterior inspection of the property:

- None – undeveloped lot

Please note that the home to be build on this undeveloped lot requires approval from the Dorchester CAA Committee and PDRB.

Sincerely,



Jennifer Huseman, Community Manager
Clements Bay Management Group, LLC.
Managing and Serving
Dorchester Neighborhood Association, Inc.

**RESOLUTION OF
DORCHESTER NEIGHBORHOOD ASSOCIATION, INC.**

Date: 10/08, 2014

The undersigned, constituting all of the Board of Directors of DORCHESTER NEIGHBORHOOD ASSOCIATION, INC., a Maryland non-stock, non-profit corporation (the "Corporation"), at a meeting thereof duly called and held on the 8TH day of OCTOBER, 2014, at Waldorf, Maryland, hereby consent, resolve and agree as follows:

WHEREAS, pursuant to §13.01 of the Westlake Village Architectural Covenants, Declaration of Easements, Covenants, Conditions and Restrictions dated June 27, 1984 and recorded among the Land Records of Charles County, Maryland at Liber 995, folio 129, §13.02 of the Dorchester Neighborhood Declaration of Covenants, Conditions and Restrictions and Reservation of Easements dated November 8, 1986 and recorded among the Land Records of Charles County, Maryland at Liber 1173, folio 154 and §4.02(f) of the Bylaws of the Dorchester Neighborhood Association, Inc. adopted January 27, 1987, the undersigned Board of Directors is empowered to adopt and promulgate reasonable rules and regulations regarding the administration, interpretation and enforcement of the covenants, conditions and restrictions applicable to the Dorchester Neighborhood; and

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HOA

WHEREAS, pursuant to §8.01 of the Westlake Village Architectural Covenants and §12.01 of the Dorchester Neighborhood Declaration of Covenants, Conditions and Restrictions and Reservation of Easements the Board is empowered to enforce the rules and regulations regarding the administration, interpretation and enforcement of the covenants, conditions and restrictions applicable to the Dorchester Neighborhood; and

WHEREAS, the Board believes that it is in the best interests of the residents of the Dorchester Neighborhood that the covenants, conditions and restrictions applicable to the Dorchester Neighborhood be enforced through the use of a system of fines and penalties assessed for noncompliance with the rules, covenants, conditions and restrictions.

NOW THEREFORE, AFTER DISCUSSION AND VOTE, PURSUANT TO THE POWERS REFERENCED HEREIN, IT IS HEREBY:

RESOLVED, that the rules and regulations pertaining to fines and penalties attached hereto as Exhibit A and incorporated herein by reference be, and the same hereby are, adopted by this Board for application to the property and residents of the Dorchester Neighborhood; and it is further

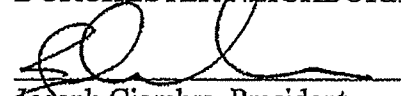
RESOLVED, that the rules and regulations pertaining to fines and penalties shall be effective and enforceable as of the Thirty-first (31st) day following the passing of this resolution; and it is further

RESOLVED, that a copy of these rules and regulations and the current fine schedule shall be sent via first-class mail, postage prepaid, within Fifteen (15) days hereof to every owner of record within the Dorchester Neighborhood.

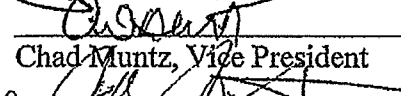
BY SIGNING BELOW THE UNDERSIGNED AFFIRM THEIR VOTE IN FAVOR OF THE RESOLUTIONS CONTAINED HEREIN.

WITNESS my signature the day and year first above written.

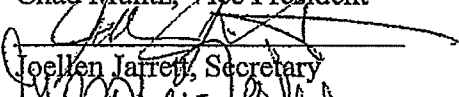
DORCHESTER NEIGHBORHOOD ASSOCIATION, INC.



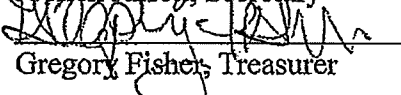
Joseph Ciambra, President



Chad Muntz, Vice President




Joellen Jarrett, Secretary



Gregory Fisher, Treasurer

ATTESTED:



Joellen Jarrett, Secretary



SCHEDULE OF FINES & ASSESSMENTS

EXHIBIT "A"

THE FOLLOWING IS THE DORCHESTER NEIGHBORHOOD ASSOCIATION, INC. COVENANT VIOLATION FINE PROCEDURE AND POLICY EFFECTIVE AS OF OCTOBER 08, 2014.

1. Upon notification to the Board or its agents of a potential covenant or rule violation, the board or its agents will cause an appropriate investigation to be conducted.
2. Should it be determined that a violation exists or was committed, the Board shall send a written demand to cease and desist from the alleged violation to the property owner. The notice shall be sent via certified and regular mail to the owner's address of record. The notice shall include:
 - a. an identification of the alleged violation;
 - b. a statement detailing the action required to abate the violation; and
 - c. notification that the owner shall have a period of Twenty (20) days during which the violation may be abated without further sanction if the violation is of a continuing nature or notification that any further violation of the same rule or covenant may result in the imposition of a sanction after notice and hearing.
3. If the violation continues past the Twenty (20) day period allowed for abatement without further sanction or occurs again if it is not of a continuing nature, the Board shall, within One (1) year from the date of the original cease and desist notice, send an additional notice to the owner via certified and regular mail of a hearing to be held by the Board in session. The notice shall include:
 - a. an identification of the alleged violation;
 - b. the date, time and place of the hearing which shall not be less than Ten (10) days from the date of the notice;
 - c. an invitation to attend the hearing and produce any statement, evidence or witnesses on his or her behalf; and
 - d. the proposed sanction to be imposed.
4. At the hearing, the owner shall have the right to present evidence and present and cross-examine witnesses. The hearing shall be held in executive session pursuant to the notice and shall afford the owner a reasonable opportunity to be heard. Prior to the effectiveness of any sanction, proof of notice and the invitation to be heard shall be placed in the minutes of the meeting. This proof shall be deemed adequate if a copy of the notice, together with a statement



SCHEDULE OF FINES & ASSESSMENTS

of the date and manner of delivery, is entered by the officer, director or agent who delivered the notice.

5. After consideration of the evidence and testimony of witnesses, if any, presented to the Board, the Board shall render a decision regarding the imposition of sanctions upon the owner. The owner shall be given written notice of the Board's decision following the hearing.

6. If the owner fails to appear at the hearing after notice, the owner shall be deemed 1.) to agree that a violation exists; and 2.) to consent to the imposition of sanctions against the owner.

7. A decision pursuant to these procedures shall be appealable to the courts of Maryland.

8. The sanctions to be imposed shall be the fines listed on the attached schedule of fines. The fines shall be assessed on a weekly basis until the violation has been abated. For each week that the Board impose a fine against the owner, written notice of the violation, the current fine, and any past due amounts shall be sent to the owner.

9. A repeat violation occurs when the same provision of the Association's governing documents is violated more than once in any twelve (12) month period and the owner and has already been given the appropriate notices and hearing before the Board and has been found to have violated the provision. A repeated violation will result in the doubling of fines.

10. For the purposes of this and other notices from the Board, if the owner does not reside at the subject property, it shall be the owner's responsibility to provide in writing, to the property manager or a member of the Board, a proper mailing address.

11. Any fines imposed hereunder shall be assessed to the same account as the subject property's annual association dues and shall be collectable in the same manner. In accordance with §5.03 of the Dorchester Neighborhood Declaration of Covenants, Conditions and Restrictions and Reservation of Easements dated November 8, 1986 and recorded among the Land Records of Charles County, Maryland at Liber 1173, folio 154, the Board may initiate legal action to enforce the collection of any fines imposed hereunder as well as costs and reasonable attorneys as allowed under §5.03.

12. Nothing in these procedures shall prevent the the Board from exercising any of its other legal rights as allowed under the Association's governing documents, including the request for injunctive relief.



SCHEDULE OF FINES & ASSESSMENTS

2014 FINE & ASSESSMENT SCHEDULE

Architectural	\$25.00 per violation*
Landscape Maintenance	\$25.00 per violation*
Failure to maintain property and/or make repairs.	\$25.00 per violation*
CCA violation (failure to file application)	\$100.00 per violation*
Parking Violation (i.e., Parking on grass, Parking on grass easement, etc.)	\$10.00 per day /\$10.00 per violation
Trash Cans and Recycling Bins/Totes in public view on non-collection day	\$25.00 per violation
Installing and/or keeping sport, game or play equipment in public view	\$20.00 per violation
Leaving children's play equipment in front yard or common areas overnight	\$15.00 per violation
Accumulation of storage of lumber, scrap metal, refuse, waste, new or used building material or trash on property (except as stored in permissible storage shed)	\$25.00 per violation
Vegetable gardens maintained outside of rear yard and/or failure to maintain vegetable garden in a neat and attractive manner	\$25.00 per violation
Window treatment violations (installation or keeping bed sheets, plastic sheets, newspapers, or plastic storm windows inside or outside of windows) and upkeep blinds, curtains and screens	\$20.00 per violation
Restricted Vehicles (i.e., RV's, Boats, Commercial vehicles, inoperable vehicles, etc.)	\$25.00 per violation

* An Exterior Alteration Application must be submitted and approved before any landscape or architectural improvements/ modifications can be made. If the application is not submitted and approved prior to commencement of the work, fines can be imposed from the day work began, following notice to the Homeowner.

ARTICLES OF INCORPORATION
DORCHESTER NEIGHBORHOOD ASSOCIATION, INC.

ARTICLE I

Organization

The undersigned Incorporator, Pamela J. Cala, whose post office address is 1025 Thomas Jefferson Street, N.W., Suite 500 East, Washington, D.C. 20007, being at least eighteen years of age, hereby executes these Articles of Incorporation with the intention of forming a nonstock, nonprofit corporation under and by virtue of the General Laws of the State of Maryland.

ARTICLE II

Name

The name of the corporation is DORCHESTER NEIGHBORHOOD ASSOCIATION, INC. (which is hereinafter called the "Association").

ARTICLE III

Purposes and Powers

3.01. General Purposes. The Association is not formed for pecuniary gain or profit, direct or indirect, to itself or its "Members." The general purposes for which the Association is formed are to provide for and to promote the health, safety, common good and social welfare of the Owners, Tenants, Apartment Tenants and Residents (all hereinafter defined) in that area of Westlake Village known as Dorchester Neighborhood, being developed in Charles County, Maryland, by St. Charles Associates Limited Partnership, a Maryland limited partnership (the "Developer"), and located upon the "Property" described in that certain Dorchester Neighborhood Declaration of Covenants, Conditions and Restrictions and Reservation of Easements (the "Dorchester Declaration"), made by the Developer, and recorded with the Clerk of the Circuit Court of Charles County, Maryland, as the same may be amended from time to time as therein provided, said Dorchester Declaration being incorporated herein by reference; and, to enhance and protect the value, desirability and attractiveness of the Dorchester Neighborhood.

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

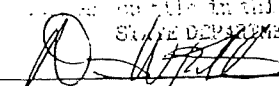
STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION

11 01 V 31 NVC L861

70138170

APPROVED FOR RECORD

1-13-87 at 10:11 A.M.

<u>STATE OF MARYLAND</u>	
I hereby certify that this is a true and complete copy of the <u>12</u>	
of the <u>2-5-87</u>	
STATE DEPARTMENT OF ASSESSMENTS AND TAXATION	
	
This stamp replaces our previous certification system. Effective: 10/87	

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

(b) To assist the Developer in the conduct of its activities and performance of its responsibilities relating to the operation, maintenance and development of "Common Areas" and "Recreational Facilities" and services within the Dorchester Neighborhood.

(c) To provide an organization through which the Owners, Tenants, Apartment Tenants and Residents of the Dorchester Neighborhood shall be represented by Members of the Association on the governing body of Westlake Village Association, Inc., the membership of which will be composed of representatives of various neighborhood associations in Westlake Village.

(d) To operate and maintain any and all property or facilities which it may acquire for the use and benefit of its Members.

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

(a) To purchase, lease, hire, receive donations of, or otherwise acquire, hold, own, develop, improve, construct, alter, maintain and operate, and to aid and subscribe toward the acquisition, development, improvement or alteration of real and personal property, and rights and privileges therein suitable or convenient for the purposes of the Association.

(b) To purchase, lease, hire, receive donations of, or otherwise acquire, by lawful means, hold, own, develop, erect, construct, alter, improve, manage, maintain, and operate, and to aid and subscribe toward the acquisition, construction or improvement of, systems, buildings, machinery, equipment and facilities, and any other property or appliances which may appertain to or be useful in the accomplishment of the purposes of the Association.

(c) To solicit, receive and accept donations of money or property or any interest in property from the Federal Government, the State of Maryland, Charles County or any subdivision, municipality, agency or instrumentality of any of them, or from any person or entity.

(d) To convey, sell, lease, transfer, dedicate for public use or otherwise dispose of any real or personal property in connection with the affairs of the Association.

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

(f) To fix, levy, collect and disburse "Annual Assessments" and "Special Assessments" in accordance with and subject to the provisions of the Dorchester Declaration and to collect and enforce payment of all unpaid "Assessments" as provided in the Dorchester Declaration.

(g) To raise money with respect to any particular facility or service which the Association proposes to provide to its Members and to provide, operate, maintain and supervise the use of any such facility or service upon the payment of "Assessments" by its Members.

(h) To pay all expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association.

(i) To make contracts, incur liabilities, borrow money and issue bonds, notes or other obligations, and, with the assent of two-thirds (2/3) of each class of members entitled to vote, secure the same by mortgage, pledge, assignment or deed of trust of all or any part of the property, franchise or income owned by the Association and to guarantee the obligations of others in which it may be interested for the furtherance of the purposes of the Association.

(j) To participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of each class of members entitled to vote.

(k) To engage in and sponsor activities relating to the cultural, educational, civic and social affairs of the Owners, Tenants, Apartment Tenants and Residents of the Dorchester Neighborhood, or Westlake Village as a whole, and to represent its Members in or before other groups, associations, boards, or other like organizations.

(l) To sponsor, engage in, conduct and encourage cultural, educational, social and civic and other beneficial activities relating to the Dorchester Neighborhood or Westlake Village as a whole.

(m) To have and to exercise, to the extent necessary or desirable for the accomplishment of the above-mentioned purposes, and to the extent that they are not inconsistent with those general and specific purposes, (1) any and all powers expressly or impliedly conferred upon the Association by the terms of the Dorchester Declaration; and (2) any and all powers conferred upon corporations of a similar character by the General Laws of the State of Maryland.

ARTICLE IV

Office and Registered Agent

4.01. The post office address of the principal office of the Association in this State is: 222 Smallwood Village Center, St. Charles, Maryland 20601.

4.02. The name of the resident agent, whose address is the same as the address of the principal office of the Association, is Edwin L. Kelly. The resident agent is an individual actually residing in this State.

ARTICLE V

No Stock

5.01. The Association is not authorized to issue capital stock.

ARTICLE VI

Membership and Voting Rights

6.01. Membership. Each Owner, Tenant, Apartment Tenant and Resident shall be a Member of the Association. For purposes of these Articles of Incorporation:

(a) "Apartment Tenant" shall mean and refer to any Person (hereinafter defined) who (i) occupies an Apartment Unit (hereinafter defined) under a written lease from the Owner (hereinafter defined) of a residential apartment building within the Dorchester Neighborhood in which such Person is named lessee and (ii) delivers a copy of such lease to the Association Board (hereinafter defined).

(b) "Apartment Unit" shall mean the leasehold interest in any residential apartment building within Dorchester Neighborhood operated for the purpose of making residential apartments available to Apartment Tenants, which leasehold interest entitles the Apartment Tenant to possession of any residential apartment unit within Dorchester Neighborhood.

(c) "Developer" means St. Charles Associates Limited Partnership, a Maryland limited partnership, its successors and assigns. However, no successor or assignee of St. Charles Associates Limited Partnership itself or of any successor or assignee of St. Charles Associates Limited Partnership shall have any rights or obligations of the Developer under these Articles of Incorporation except those rights and obligations which (i) are specifically set forth in an instrument of succession or assignment, designating a party as the Developer for purposes of these Articles of Incorporation or the Declaration or both, or (ii) pass by operation of law.

(d) "Development Period" means the period commencing July 1, 1986 and ending seven (7) years from such date or earlier at the Developer's option.

(e) "Lot" shall have the same meaning as in the Dorchester Declaration, that is, a portion of the "Assessable Property" which is less than the whole thereof and which is assessed as a unit by the appropriate public officials for the purpose of real estate taxes imposed by the State of Maryland and Charles County, and all "Permanent Improvements" existing on that portion of the "Assessable Property." Any new "Permanent Improvement" erected or installed in the future on a Lot shall be considered a part of that Lot, beginning upon the issuance of the final governmental approval required for the occupancy or use of the Permanent Improvement. A condominium unit shall be deemed a Lot. "Assessable Property" shall have the same meaning as in the Dorchester Declaration, that is, the entire Property except such parts as may from time to time constitute "Exempt Property" as defined by the Dorchester Declaration.

(f) "Owner" means the owner of any Lot within the Dorchester Neighborhood, or any common or joint interest therein if such Lot is owned by more than one Person. The term "Owner" shall include a contract seller of such an interest, but shall exclude the Association, any condominium unit owners' association or cooperative within the Dorchester Neighborhood or any Person having an interest in a Lot merely as security for the performance of an obligation. A mortgagee who has acquired one of the above interests by foreclosure or conveyance in lieu of foreclosure shall be deemed an Owner and shall have the same obligations as an Owner.

(g) "Person" means any individual, corporation, joint venture, partnership, association, joint stock company, trust, unincorporated organization or government (or any agency or political subdivision of a government) or any other legal entity.

(h) "Resident" shall mean each and every Person who is a member of the immediate family of each Owner, Tenant or Apartment Tenant and who actually lives within the Dorchester Neighborhood and in the same household with each such Owner, Tenant or Apartment Tenant.

(i) "Tenant" shall mean and refer to any Person who (i) occupies a Lot under a written lease or occupancy agreement from an Owner in which such Person is named lessee and (ii) delivers an executed copy of such lease to the Association Board.

(j) All other "Capitalized" terms shall have the meanings assigned to them by the Dorchester Declaration, unless otherwise specified.

6.02. Classes of Membership. There shall be two classes of membership in the Association, as follows:

(a) Class A Members. Every Person who is an Owner shall be a Class A Member (with the exception of the Developer during the Development Period or shorter period, in accordance with the Dorchester Declaration). An Owner shall automatically become a Class A Member upon the transfer of a Lot to him and shall remain a Class A Member for so long as he is an Owner. Class A Membership shall be appurtenant to, and shall not be separated from, the status of Owner. Also, every Person who is a Tenant, Apartment Tenant or Resident shall be a Class A Member.

(b) Class B Member. The Developer shall be the Class B Member.

6.03. Voting Rights of Members.

(a) Each Owner shall be entitled to one (1) vote on each matter submitted to the Members for each Lot owned by him. If a Lot is owned or held by more than one Owner, all such Owners shall be Class A Members. However, for purposes of voting, such Owners shall be deemed to constitute a single Class A Member as to that Lot and shall collectively be entitled to a single vote for that Lot as to each matter submitted to the Members. If such Owners cannot jointly agree as to how that vote shall be cast, no vote shall be allowed with respect to that Lot. Any Owner, in his sole discretion, may delegate his right to cast his vote to his Tenant. However, in no event shall more than one (1) vote be cast

per Lot. Any Owner or Tenant who is in violation of the Dorchester Declaration with respect to any Lot or is delinquent in the payment of any Assessment on any Lot, as determined by the Association Board in accordance with the Dorchester Declaration and its regulations, shall not be entitled to cast the vote of that Lot as long as the violation or delinquency continues.

(b) Each Apartment Tenant shall be entitled to one (1) vote on each matter submitted to the Members for each Apartment Unit leased by him. When any such Apartment Unit is leased by more than one Apartment Tenant, all such Apartment Tenants shall be Class A Members. However, for purposes of voting, such Apartment Tenants shall collectively be entitled to only one (1) vote relative to such Apartment Unit, and if such Apartment Tenants cannot jointly agree as to how that vote shall be cast, no vote shall be allowed with respect to such Apartment Unit. In no event shall more than one (1) vote be cast per Apartment Unit. Any Apartment Tenant who is in violation of the Dorchester Declaration with respect to any Apartment Unit shall not be entitled to cast the vote of that Apartment Unit as long as the violation continues.

(c) The Class B Member shall be entitled to cast three (3) votes on each matter submitted to the Members for each Lot owned by it. If the Class B Member is in violation of the Dorchester Declaration with respect to any Lot or is delinquent in the payment of any Assessment on any Lot, as determined by the Association Board in accordance with the Dorchester Declaration and its regulations, the Class B Member shall not be entitled to cast the votes of that Lot as long as the violation continues.

(d) Only the following Members shall have the right to vote on "Assessments": (i) Owners; and (ii) Tenants who have specifically agreed in their respective leases to pay automatic rent adjustments as required by changes in Assessments.

6.04. Termination of Class B Membership. The Class B Membership shall terminate, and the Developer shall automatically become a Class A Member entitled to only one (1) vote on each matter submitted to the Members for each Lot owned by it, upon the earlier of the following:

(a) The date upon which Class A Members own at least seventy-five percent (75%) of the Lots; or

(b) The expiration of the Development Period.

ARTICLE VII

Board of Directors

7.01. Management by Board of Directors. The affairs of the Association shall be managed by a Board of Directors (the "Association Board"). No director need be a Member of the Association.

7.02. Initial Board. The initial Association Board shall consist of three (3) directors who shall hold office until the election of their successors. The names of those persons who shall comprise the initial Association Board are:

1. Charles E. Stuart;
2. Edwin L. Kelly; and
3. Raymond Keeney.

Beginning with the first annual meeting of the Association, the Members shall elect the number of directors then specified in the Dorchester Neighborhood By-Laws, which number shall not be less than five.

ARTICLE VIII

General

The following provisions are hereby adopted for the purpose of defining, limiting, and regulating the powers of the Association and of the directors and Members thereof:

8.01. Contracts. Any contract entered into by the Association under which a Person other than the Association is to provide services which the Dorchester Declaration calls for the Association to provide or is to perform duties of the Association under the Dorchester Declaration shall contain provisions permitting the Association to terminate the contract upon thirty (30) days' written notice, and shall be for a term of no longer than one (1) year, renewable by agreement of the parties.

8.02. Contracts with Interested Parties. The Association may enter into contracts and transact business with any director or Member or with any corporation, partnership, trust, or association of which any director or Member is a stockholder, director, officer, partner, Member, trustee, beneficiary, or employee, or in which any director or Member is otherwise interested. No such contract or transaction shall be invalidated or in any way affected by the fact that such director or Member has or may have an interest in the contract or transaction which is or might be adverse to the interests of the Association, if (i) the

fact of such interest is disclosed or known (a) in the case of a Member, to the directors or Members acting upon the contract or transaction and (b) in the case of an interested director, (1) to the Association Board or the committee of the Association Board which authorizes, approves or ratifies the contract or transaction, and the Association Board or committee thereafter authorizes, approves or ratifies the contract or transaction by the affirmative vote of a majority of disinterested directors, even if the disinterested directors constitute less than a quorum, or (2) to the Members entitled to vote, and the contract or transaction is authorized, approved or ratified by a majority of the votes cast by the Members entitled to vote other than the votes of shares owned of record or beneficially by the interested director; or (ii) the contract or transaction is fair and reasonable to the Association. The interested director or Member may be counted in determining the existence of a quorum at any meeting of the Members or the Association Board which authorizes the contract or transaction, and may vote in favor of the authorization with the same force and effect as if he were not so interested.

8.03. Ratification. Any contract, transaction or act of the Association or the Association Board ratified by a majority of the Members having voting powers and attending any annual meeting or any special meeting called for such purpose, at which a quorum is present, shall, so far as permitted by law, be as valid and as binding as though ratified by every Member of the Association.

8.04. Indemnification. Any person who is serving or has served as a director, officer, employee, or agent of the Association, or as a representative of the Association on the Board of Directors of Westlake Village Association, Inc. (which Board is also known as the "Westlake Village Council") representing the Association, may be indemnified by the Association to the maximum extent permitted by the law of the State of Maryland. Such indemnification is not required by these Articles of Incorporation, but the Association may adopt Bylaws or enter into agreements under which such indemnification is mandatory. The Association shall also have the power and authority to purchase an insurance policy or policies providing for the indemnification and defense of such individuals against claims arising from their performance of their duties, to the maximum extent permitted by Maryland law.

ARTICLE IX

Dissolution

9.01. Dissolution of Association. The Association may be dissolved with the assent of not less than two-thirds (2/3) of

each class of members entitled to vote. Upon any liquidation, dissolution, or winding up of the Association hereunder, other than incident to a merger or consolidation, the property of the Association, both real and personal, shall be dedicated to and vest in (i) any nonprofit corporation formed and operated for purposes similar to those set forth herein for the Association, (ii) Charles County, (iii) the State of Maryland, or (iv) the United States of America, in the order stated. Nothing in this Article is intended to or shall waive or excuse compliance with the applicable provisions of Maryland law as to procedures for such a liquidation, dissolution or winding up of a nonstock, nonprofit corporation.

ARTICLE X

Duration

The duration of the Association shall be perpetual.

ARTICLE XI

Amendment

The Association reserves the right to amend, modify, alter or repeal any provision contained in these Articles with the assent of seventy-five percent (75%) of each class of members entitled to vote. Nothing in this Article is intended to or shall waive or excuse compliance with the applicable provisions of Maryland law as to procedures for amending Articles of Incorporation of a nonstock, nonprofit corporation.

ARTICLE XII

FHA/VA Approval

So long as there is a Class B Membership, the following actions shall require the prior approval of the Federal Housing Administration or the Veterans Administration: (a) annexation of additional property; (b) mortgaging of Common Area; (c) dedication of Common Area; (d) mergers and consolidations; (e) amendment of these Articles of Incorporation; and (f) dissolution of these Articles of Incorporation.

If the approval of one of these agencies has not been communicated to the Association within thirty (30) calendar days after written notice has been received by it of the intended action, then that agency shall be deemed to have approved it.



STATE OF MARYLAND

State Department of Assessments and Taxation

PAMELA J. CALA
1025 THOMAS JEFFERSON STREET, NW
SUITE 500, EAST
WASHINGTON DC 20007

144C3000037

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THE
ARTICLES OF INCORPORATION
OF
DORCHESTER NEIGHBORHOOD ASSOCIATION, INC.

HAVE BEEN RECEIVED AND APPROVED BY THE STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION THIS 13TH DAY OF JANUARY , 1987, AT 10:11 A.M.
AND WILL BE RECORDED.

DEAN W. KITCHEN
By:.....
CORPORATE ADMINISTRATOR

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YOUR CORPORATE IDENTIFICATION NUMBER IS 02279859

BYLAWS

OF

DORCHESTER NEIGHBORHOOD ASSOCIATION, INC.

ARTICLE I

Definitions

The words in these Bylaws which begin with Capital Letters (other than words which would normally be capitalized) shall have the meanings assigned to them by the "Declaration" and the "Articles of Incorporation" unless such a meaning would be manifestly improper or unreasonable in the context in which such capitalized word is used. "Declaration" means the Dorchester Neighborhood Declaration of Covenants, Conditions and Restrictions and Reservation of Easements, which is recorded in the land records of Charles County, Maryland. "Articles of Incorporation" means the Dorchester Neighborhood Association, Inc. Articles of Incorporation.

ARTICLE II

Offices

Section 2.01. The registered office of the Dorchester Neighborhood Association, Inc. (the "Association") shall be located at 222 Smallwood Village Center, St. Charles, Maryland 20601.

Section 2.02. The Association may also have offices at such other places within the State of Maryland as the Association Board may from time to time determine or the business of the Association may require.

ARTICLE III

Members

Section 3.01. Voting Rights of Members. The Association shall have two classes of members in accordance with the provisions of Section 6.02 of the Articles of Incorporation. The rights, privileges and qualifications of each class of members shall be as set out in the Articles of Incorporation, the Declaration and these Bylaws.

Section 3.02. Annual Meetings. The Association shall hold an annual meeting of the Members for election of directors, the election of a representative to serve a one-year term as the representative of the Association on the Board of Directors of the

Westlake Village Association, Inc., and the transaction of any business within the powers of the Association. The first annual meeting shall be held six months after conveyance of the first lot to an Owner other than the Developer. Subsequent annual meetings shall be held on the last day of October which is not a Sunday or legal holiday. Failure to hold an annual meeting at the designated time shall not, however, invalidate the corporate existence, terminate the tenure of any director before his successor is elected and qualified, or otherwise affect valid corporate acts. Any business of the Association may be transacted at an annual meeting without being specially designated in the notice of such meeting, except such business as is specifically required by statute, the Articles of Incorporation or the Declaration to be stated in the notice.

Section 3.03. Special Meetings. At any time in the interval between annual meetings and from time to time, special meetings of the Members may be called by the Chairman of the Association Board, by the President, by the Manager of the Association, or by a majority of the Association Board. In addition, the Manager of the Association, in his capacity as Secretary, shall call a special meeting of the Members upon the written request of Members entitled to cast at least twenty-five percent (25%) of the votes entitled to be cast at the meeting.

Section 3.04. Place of Meetings. All meetings shall be held at the registered office of the Association in St. Charles, Maryland, or at such other place or places within the State of Maryland as may from time to time be designated by the Association Board.

Section 3.05. Notice of Meetings.

(a) Written notice stating the place, day and hour of the annual meeting of the Members and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered by the Manager to each Member entitled to vote at the meeting, personally or by mail, not less than 10 days nor more than 90 days before the date of the meeting. If mailed, notice shall be deemed to be delivered when deposited in the United States mail addressed to the Member at his last known address as it appears on the records of the Association, with postage prepaid.

(b) Notwithstanding subsection (a) above, a waiver of notice in writing, signed by a Member entitled to such notice, whether prior to, at or after the holding of the meeting, shall be equivalent to the giving of such notice to that Member. A Member who actually attends a meeting, in person or by proxy, shall also be deemed to have waived notice of the meeting unless he attends for the express purpose of objecting because the meeting is not lawfully called or convened.

(c) Certain First Mortgagees are entitled to notice of meetings of Members pursuant to the Declaration.

Section 3.06. Quorum.

(a) At any meeting of Members, the presence in person or by proxy, or (in the case of any Member which is a corporation or partnership) through designated representatives, of Members entitled to cast 10% of all of the votes entitled to be cast shall constitute a quorum.

(b) Section 3.06(a) shall not affect any requirement under statute, the Declaration or under the Articles of Incorporation as to the vote necessary for the adoption of any measure.

(c) If a quorum is not present at any meeting of Members, a majority of the Members present may, by majority vote, adjourn the meeting and call a further meeting of Members in accordance with applicable Maryland law. At such further meeting, the Members, present in person or by proxy, entitled to cast five percent (5%) of all the votes entitled to be cast shall constitute a quorum and may, by a majority of votes actually cast, approve or authorize any proposed action, and take any other action, including, without limitation, the election of directors, which might have been taken at the original meeting had a sufficient number of Members been present.

Section 3.07. Votes Required. On each matter submitted to the Members for a vote, a majority of the votes cast at a meeting duly called at which a quorum is present shall be sufficient for passage or approval, unless otherwise provided in the Declaration, the Articles of Incorporation, these Bylaws or Maryland law.

Section 3.08. Manner of Casting Votes. On any matter submitted to the Members for a vote, a Member may cast his vote by any of the following means:

(a) By personally attending the meeting and casting his vote (in the case of a Member who is an individual).

(b) By written proxy.

(c) In the case of a Member that is a corporation or partnership, by having an officer, joint venturer or a general partner or, if a joint venturer or a general partner is a corporation, an officer of a joint venturer or general partner, attend the meeting in person and cast the corporation's or partnership's votes.

(d) By mail, if the Association Board has prescribed rules and regulations under which that vote may be taken of Members by mail.

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Section 3.09. Number of Votes. The qualifications for membership and the number of votes to which each Member is entitled shall be as provided in the Articles of Incorporation. The Association Board may by resolution adopt regulations for any or all meetings of the Members, consistent with the Declaration, the Articles of Incorporation, and these Bylaws, in regard to proof of membership in the Association, evidence of the right to vote, determination of the number of votes to which each Member is entitled, appointment and duties of inspectors of votes, registration of Members for voting purposes, and other matters concerning the conduct of meetings and voting. Such regulations and any amendments to them shall (a) be distributed to Members with the notice of the first meeting of Members following their adoption and (b) be available for inspection by any Member (i) at the principal office of the Association during regular business hours and (ii) at each meeting of Members.

Section 3.10. Rules of Procedure. The rules of order and all other matters or procedure at any meeting of Members shall be determined by the chairman of the meeting.

ARTICLE IV

Association Board

Section 4.01. Powers. The business and affairs of the Association shall be managed by a Board of Directors (the "Association Board"). The Association Board may exercise all of the powers of the Association, except those which are, by the laws of Maryland, the Articles of Incorporation, the Declaration or these Bylaws, conferred upon or reserved to the Members. The Association Board may employ such consultants, professional advisors or independent contractors as it deems necessary, and may prescribe their duties. The Association Board may appoint whatever committees it deems appropriate in carrying out its duties.

The Association Board shall also have the power to suspend the voting rights and right to use the recreational facilities of a Member during any period in which such Member shall be in default in the payment of any Assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days, for infraction of published rules and regulations.

Section 4.02. Duties. The Association Board shall perform all of the following duties:

(a) Cause to be kept a complete record of all its actions and proceedings and of all actions and proceedings of each of its committees, which shall be available for inspection and (at a reasonable charge) copying by any Member during normal business hours.

(k) Supervise all officers, agents and employees of the Association, and see that their duties are properly performed.

(l) As more fully provided in the Declaration:

(1) fix the amount of the Annual Assessment and any Special Assessments levied on each Lot;

(2) send written notice of such Assessments to every Owner by whom they are payable; and

(3) foreclose the lien against any Lot for which Assessments are not paid within thirty (30) days after the due date or to bring an action at law against the Owner personally obligated to pay the same.

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

(e) Procure and maintain adequate bonding and liability, hazard and other insurance as required by the Declaration and these Bylaws.

(f) Draft, revise, adopt and amend rules and regulations relating to the government of the Association and regarding the administration, interpretation, and enforcement of the provisions of the Declaration, consistent with the best interests of the Members, and the laws of the State of Maryland, the Articles of Incorporation and the high quality of the community.

(g) Perform all other duties assigned to it by the Declaration and the Articles of Incorporation.

Section 4.03. Number, Election and Removal of Directors.

(a) Initial Board. The initial Association Board shall consist of three (3) directors, named in the Articles of Incorporation, who shall hold office until the election and qualification of their successors.

(b) Subsequent Boards. Beginning with the first annual meeting of Members, the Members shall, at each annual meeting, elect five (5) directors. The Association Board shall not be classified and each director shall be elected by a majority of the votes cast in person or by proxy by Members of both classes at a duly called meeting at which a quorum is present. A director need not be a Member of the Association. Each director shall serve for

a term of one year and until his successor is elected and qualified, unless such term shall have earlier terminated by such director's resignation, death, removal or otherwise.

(c) Nominations. Nomination for election to the Association Board may be made by any of the following methods:

(i) By a Nominating Committee.

(ii) By petition, according to written procedures which the Association Board or Nominating Committee shall establish and announce at least 90 days before each annual meeting of the Members.

(iii) From the floor at each annual meeting.

The Nominating Committee shall consist of a Chairman, who shall be a sitting director, and two or more Members of the Association. The Nominating Committee shall be appointed by the Association Board before each annual meeting of Members, the appointments shall be announced at that annual meeting and those appointees shall serve from the close of that annual meeting until the close of the annual meeting at which the appointments of their respective successors are announced. The Nominating Committee shall make as many nominations as it deems appropriate, but shall in any case make enough nominations that the total number of Persons nominated by all three of the above methods is at least equal to the number of directors to be elected.

(d) Removal. Any director may be removed with or without cause, by a majority vote of the Members of the Association at any meeting of Members duly called and at which a quorum is present, and the Members may elect a successor to fill any resulting vacancy for the unexpired term of the removed director.

(e) Vacancies. In the event of the death or resignation of a director, his successor shall be selected by a majority vote of the remaining directors and shall serve for the unexpired term of his predecessor, subject to removal, however, by vote of the Members of the Association.

Section 4.04. Compensation. No director shall receive compensation for any service he may render to the Association as a director. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 4.05. Action by the Association Board.

(a) Regular Meetings. Except as permitted by this Section 4.05, any approval or disapproval of actions or resolutions by the Association Board shall be by vote of the directors taken at a regular meeting. Regular meetings of the Association Board may be called by the President of the Association or by a majority of the directors.

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(b) Conference Telephone. The Association Board or any of its committees may meet by means of conference telephone or similar communication equipment by means of which all persons participating in the meeting can hear and speak to each other and participation by such means shall constitute presence in person at the meeting. Such meetings may be called by the President of the Association or by a majority of the directors. One or more persons may also participate in a regular or special meeting of the Association Board or any of its committees by such means.

(c) Written Action Without a Meeting. To the extent permitted by Maryland law, any action required or permitted to be taken at a meeting of the Association Board or of one of its committees may be taken without a meeting, if a unanimous written consent which sets forth the action is signed by each director, or, in the case of committee action, by each Member of the committee, and is filed with the minutes of proceedings of the Association Board or the committee.

(d) Time and Place of Meeting. Each meeting of the Association Board shall be held at such time and at such place within the State of Maryland as the person or persons calling the meeting may designate or at such other place inside or outside the State of Maryland as may be agreed upon by all of the directors.

Section 4.06. Open Meetings.

(a) Meetings to be Open to Members. All regular and emergency meetings of the Association Board shall be open to all Members of the Association. The directors, upon the affirmative vote of a majority of the directors present at a meeting, may meet in executive session to discuss any action, matter or resolution before the Association Board but any vote on such action, matter or resolution shall be taken at an open meeting.

(b) Notice to Members of Meetings. Notice of each regular meeting of the Association Board shall be given three days (or more) before the meeting by publication in the Association Newsletter. In the event that there is no such Newsletter, notice shall be given by posting in a prominent location at the Dorchester Neighborhood Center for three days (or more) before the meeting. The Association Board, to the extent practical, shall attempt to give notice of each emergency meeting to the Members of the Association by posting a notice of such meeting at a prominent location at the Dorchester Neighborhood Center; provided, however, no action, matter or resolution approved or disapproved by the Association Board at an emergency meeting shall be invalid by reason of the failure to give notice of such meeting to the Members.

Section 4.07. Notice of Meetings to Directors.

(a) Written Notice. Written notice of the place, day and hour of every regular and special meeting of the Association Board shall be delivered to each director at least two days before the meeting (five days in the case of notice given by mail), either personally or by mail. If mailed, notice shall be deemed to be delivered when deposited in the United States mail addressed to the director at his address as it appears on the records of the Association, with postage prepaid. Unless required by these Bylaws or by resolution of the Association Board, no notice of any meeting of the Association Board need state the business to be transacted at the meeting.

(b) Written Waiver. No notice of any meeting of the Association Board need be given to any director who, either before, during or after the holding of the meeting, waives such notice in writing.

(c) Waiver by Attendance. Attendance of a director at any meeting shall constitute waiver of notice of the meeting except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

(d) Adjournment. Any meeting of the Association Board, regular or special, may be adjourned from time to time and reconvened at the same or some other place, and no notice need be given of any such adjourned meeting other than by announcement.

Section 4.08. Quorum and Voting. A majority of the directors shall constitute a quorum for the transaction of business. Except as otherwise provided in Section 4.05(c) above, the action of a majority of all directors present at a meeting at which a quorum is present shall be the action of the Association Board.

ARTICLE V

Officers and Their Duties

Section 5.01. Chairman. The Association Board shall in each year elect a Chairman of the Board from among the directors. The Chairman shall preside at all meetings of the Association Board and meetings of Members at which he shall be present and shall and may exercise such additional powers and duties as are from time to time assigned to him by the Association Board.

Section 5.02. Manager. The Association Board shall in each year elect one person (who need not be a Member of the Association) to serve as the Manager of the Association. The Manager of the Association shall, ex officio, be the Secretary and the Treasurer of the Association. The Manager shall generally advise the Association in the conduct and operation of its affairs. In the absence of the Chairman of the Board, the Manager shall preside at all meetings of the Members and of the

Association Board at which he shall be present; he shall have general charge and supervision of the business of the Association; he may sign and execute bonds, contracts and other instruments, except in cases in which the signing and execution thereof shall have been expressly delegated by the Members or the Association Board or express provision of the Article of Incorporation or of these Bylaws to some other officer or agent of the Association; and he shall perform such other duties as, from time to time, may be assigned to him by the Association Board.

As Secretary of the Association, the Manager shall keep the minutes of meetings of the Members and of the Association Board in books provided for such purpose; he shall see that all notices are duly given in accordance with the provisions of the Bylaws or as required by law; he shall be custodian of the records of the Association; he shall see that the corporate seal of the Association is affixed to all documents the execution of which, on behalf of the Association, under its seal, is duly authorized, and when the corporate seal is so affixed he may attest the same; and he shall, in general, perform all duties incident to the office of secretary of a corporation.

As Treasurer of the Association, the Manager shall have charge of and be responsible for all funds, receipts and disbursements of the Association, and shall deposit, or cause to be deposited, in the name of the Association, all monies or other valuable effects in such banks, trust companies or other depositories as shall, from time to time, be selected by the Association Board; he shall render to the Association Board whenever requested, an account of the financial condition of the Association, and, in general, he shall perform all the duties incident to the office of treasurer of a corporation.

The Manager shall serve at the pleasure of the Association Board and any vacancy in such office by reason of death, removal, resignation or otherwise shall be filled by the Association Board.

Section 3.01. Additional Executive Officers. The Association Board shall choose a President and one or more Vice Presidents (who shall perform such duties and have such responsibilities as (i) are expressly assigned to them by these Bylaws or (ii) are customary for the president or vice president of a corporation and are not expressly delegated by these Bylaws or by the Members or by resolution of the Association Board to the Chairman or Manager or some other officer) and may choose one or more assistant managers, one or more assistant secretaries and one or more assistant treasurers, none of whom need be a director, but all of whom shall be Members of the Association. Any two or more of the offices mentioned in this Article may be held by the same person; but no officer shall execute, acknowledge or verify any instrument in more than one capacity if such instrument is required by statute, by the Articles of Incorporation, by these Bylaws or by resolution of the Association Board to be executed.

acknowledged or verified by any two or more officers. In the event of a vacancy in any office provided for in this Section 5.03, by reason of death, removal, resignation or otherwise, the Association Board may either fill the vacancy or, except for the office of President, abolish such office.

The assistant officers, if any, described in this Section shall have such duties as may from time to time be assigned to them by the Association Board or by the Manager.

Section 5.04. Committees. The Association Board may by resolution provide for an executive committee and for such other standing or special committees as it deems desirable, and discontinue the same at its pleasure. Each such committee shall consist of two or more directors and shall have such powers and perform such duties, not inconsistent with law, as may be assigned to it by the Association Board, except that only the full Association Board shall have the power to recommend to the Members any action which requires membership approval.

Section 5.05. Westlake Village Association Representative. The Member elected as representative of the Association on the Board of Directors of Westlake Village Association, Inc. (also known as the "Westlake Village Council"), shall perform those functions and shall have those powers specified in the Articles of Incorporation.

Section 5.06. Compensation. None of the officers of the Association (other than the Manager or assistant managers) shall be compensated by the Association for services rendered in the capacity of such office. Any such officers (other than the Manager or assistant managers) who serve the Association in any other capacity, however, may receive compensation therefor. The Manager and any assistant managers may receive such compensation as may be determined from time to time by resolution of the Association Board. Any management agreement entered into by the Association and the Manager (a) shall provide that such agreement may be terminated by either party upon 30 days' written notice to the other party and (b) shall be for a term not to exceed one year, but renewable by mutual agreement of the parties for successive one-year terms.

Section 5.07. Removal. Any officer or agent of the Association may be removed by the Association Board whenever, in its judgment, the best interests of the Association will be served thereby, with or without cause.

ARTICLE VI

Assessments

Section 6.01. Billing.

(a) As soon as may be practicable in each fiscal year, the Treasurer of the Association shall prepare and send to each Owner a written bill for Assessments.

(b) The Association Board may adopt procedures for the purpose of making, billing, and collecting Annual Assessments and Special Assessments, provided that they are not inconsistent with the provisions of the Dorchester Declaration or the Articles of Incorporation.

(c) Upon written demand by an Owner, the Treasurer of the Association shall within a reasonable period of time issue and furnish to such Owner a written certificate with respect to the status of Assessments of any specified Lot owned by that Owner in accordance with the Dorchester Declaration.

(d) Consent of First Mortgagees shall be obtained for any change in the method for determining Assessments to the extent required by the Dorchester Declaration.

Section 6.02. Lien Enforcement. As more fully provided in the Declaration, each Member is obligated to pay to the Association Annual and Special Assessments which are secured by a continuing lien upon the Lot against which the Assessment is made. Any Assessments which are not paid when due shall be delinquent. If the Assessment is not paid within thirty (30) days after the due date, the Assessment shall bear interest from the date of delinquency at the rate of six percent (6%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot, and interest, costs, and reasonable attorneys' fees of any such action shall be added to the amount of such Assessment. No Owner may waive or otherwise escape liability for the Assessments provided for herein by nonuse of the Common Areas or Recreational Facilities or abandonment of his Lot.

Section 6.03. Carryover of Unused Funds. The Association shall not be obligated to spend in any fiscal year all the sums collected by way of Annual Assessments or borrowed in such year, or otherwise, and may carry forward, as surplus, any balance remaining. The Association shall not be obligated to apply any such surpluses to the reduction of the amount of the Annual Assessments in the succeeding fiscal year, but may carry forward from fiscal year to fiscal year such surplus as the Association Board in its absolute discretion may determine to be desirable for the greater financial security of the Association and the pursuit of its purposes.

ARTICLE VII

Finance

Section 7.01. Checks, Drafts, Etc. All checks, drafts, and orders for the payment of money, notes and other evidences of indebtedness, issued in the name of the Association, shall, unless

otherwise provided by resolution of the Association Board, be signed by the Manager and the President.

Section 7.02. Annual Reports. The Association shall prepare annually a full and correct statement of the affairs of the Association, including a balance sheet and a financial statement of operations for the preceding calendar year, which shall be submitted at the annual meeting of the Members and filed within twenty (20) days thereafter at the principal office of the Association.

Section 7.03. Fiscal Year. The fiscal year of the Association shall be the twelve month period ending December 31 of each year, unless otherwise provided by resolution of the Association Board.

Section 7.04. Bonding and Insurance. The Association shall purchase such errors and omissions insurance for its officers, directors, and employees; shall purchase such hazard insurance for the Common Areas and Recreation Facilities; and shall arrange for such bonding of any or all of its employees, as the Declaration requires. The Association may purchase such additional bonding or insurance, not required by the Declaration, as the Board of Directors considers appropriate. So long as the Federal Housing Administration, Veterans Administration, Federal National Mortgage Association, Government National Mortgage Association, or Federal Home Loan Mortgage Corporation is an insurer, guarantor or mortgagee of any Lot, the Association shall purchase whatever additional insurance and bonding that agency requires. The Association Board shall, at least annually, review the bonding and insurance coverage then carried by the Association to determine its adequacy and compliance with this Section.

Section 7.05. Borrowing by the Association.

(a) The amount, terms, rate or rates of all borrowing and the provisions of all agreements with noteholders shall be subject to the decision of the Association Board.

(b) Any mortgage of all or substantially all of the Property shall, in accordance with the requirements of the Dorchester Declaration, be subject to the approval of two-thirds (2/3) of each Class of Members entitled to vote and in accordance with Maryland law.

(c) The consent of First Mortgagees to any mortgage of any of the Property shall be obtained to the extent required by the Dorchester Declaration.

ARTICLE VIII

Miscellaneous

Section 8.01. Books and Records. The books, records and papers of the Association (including but not limited to complete and accurate copies of the Declaration, the Articles of Incorporation, and these Bylaws) shall at all times, during reasonable business hours, be subject to inspection by any Member and by any First Mortgagee which has notified the Association of its mortgagee status pursuant to the Declaration. Any Member shall also be entitled to a copy of the financial statements of the Association for any one or more fiscal years of the Association upon payment of a reasonable charge to defray the cost of reproduction.

Section 8.02. Seal. The Association Board shall adopt a suitable corporate seal for the Association. The Association Board may authorize one or more duplicate seals and provide for their custody.

Section 8.03. Amendments. Subject to the provisions of the Declaration, any and all provisions of these Bylaws may be altered or repealed and new Bylaws may be adopted by a majority vote of the Members present at any annual meeting of the Members, or at any special meeting called for that purpose, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto such amendments while there is a Class B Membership.

Section 8.04. Consistency of Declaration, Articles of Incorporation and Bylaws. These Bylaws shall be construed and interpreted in a manner which is consistent with the terms and provisions of the Declaration and the Articles of Incorporation. The terms and provisions of the Declaration and the Articles of Incorporation (in that order) shall be controlling over any inconsistent provision contained in these Bylaws.

Section 8.05. Captions and Cross References. The captions of articles, sections, and subsections of these Bylaws are for reference only and shall be disregarded in construing these Bylaws. Any reference in these Bylaws to a specified "Article," "Section," or "Subsection" shall be construed, unless otherwise explicitly stated, as referring, respectively, to an article of these Bylaws, a section of these Bylaws or a subsection of the section of these Bylaws in which the reference appears.

Section 8.06. Gender. The masculine gender, where used in these Bylaws, shall include the feminine and the neuter.

DORCHESTER NEIGHBORHOOD

GUIDELINES



DORCHESTER NEIGHBORHOOD ASSOCIATION, INC.

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THE COVENANTS

WHAT ARE THE COVENANTS?

First of all, they are one of the many pieces of paper you (or your landlord) received at the time of settlement on your property. We hope that you took time to read and understand them.

More importantly, the covenants are a binding contract between the developer of St. Charles and all residents. There are similar covenants, or contracts, for each of the neighborhoods in St. Charles. Covenants assure the residents of certain minimum standards for land use, architectural design, and property maintenance through the neighborhoods. They also provide for your membership in the Dorchester Neighborhood Association and the Westlake Village Association and establish the mechanism for the operation of these associations.

The covenants "run with the land" as a part of your deed of ownership and cannot, as a practical matter, be changed. With the completion of the development period of St. Charles, the covenants become a contract between the neighborhood association, as represented by its elected Board of Directors, and the residents, and between each resident and every other resident of the neighborhood. Thus, when dealing with the covenants and the architectural control process today, you are dealing with your neighbors in the Dorchester Neighborhood. It is our intent and duty to help you in every way to obtain the fullest enjoyment of your private property and the common-owned property which is consistent with your obligations to the other residents.

EXCERPTS FROM COVENANTS

Section 1.10 "Structure" shall mean and refer to anything or device (other than tree, shrubbery, less than two feet high if in the form of a hedge and landscaping) the placement of which upon any Lot may affect the appearance of such Lot, including by way of illustration and not limitation, any building, garage, porch, shed, greenhouse, bathhouse, coop or cage, covered or uncovered patio, swimming pool, clothes line, radio or television antenna, fence, curbing, paving (including, but not limited to, vehicular roads and parking areas), walls, hedge more than two feet in height, signboard, or any temporary or permanent improvement to such Lot. Structure shall also mean (i) any excavation fill, ditch, diversion, dam or other thing or device which affects or alters the flow of waters in any natural or artificial stream, wash, or drainage channel from, upon, or across any Lot and (ii) any change in the grade of any Lot of more than six inches from that existing at the time of purchase by each Owner or lease by each Tenant.

Section 4.11 Enforcement of Maintenance. The Planning and Design Review Board (PDRB), or its agent, during normal business hours, shall have the right (after 20 days notice to the Owner or Tenant of any Lot involved, setting forth the maintenance action to be taken, and if at the end of such time reasonable steps to accomplish such action have not been taken by the Owner or Tenant) to do any and all maintenance work reasonably necessary in the written opinion of the PDRB, to keep such Lot, whether unimproved, improved, or

vacant, in neat and good order, such cost and expense to be paid to the PDRB upon demand and if not paid within thirty (30) days thereof, then to become a lien upon the Lot affected.

Section 6.05 Construction Without Approval. If any structure shall be commenced, altered, erected, placed, or maintained upon any Lot or any new land development or use commenced on any Lot in violation of Section 6.03 of this Article and without the approval required herein, upon written notice from the Committee, any such structure so commenced, altered, erected, placed or maintained upon any Lot in violation thereof shall be removed or re-altered by the Owner or Tenant at his expense, and any such use shall be terminated and previous conditions restored so as to extinguish such violation.

If within 20 days after receipt of notice of such violation the Owner or Tenant of the Lot upon which the violation exists has not taken reasonable steps toward the removal, re-alteration or termination of the same, the PDRB shall have the right, through its agents and employees, to enter upon such Lot at any reasonable time and to take such steps as may be necessary to extinguish such violation and the costs thereof shall be a binding, personal obligation of such Owner or Tenant, as well as a lien (enforceable in the same manner as a mortgage) upon the Lot in question.

THE PROCESS

HOW DOES THE ARCHITECTURAL CONTROL PROCESS WORK?

Your covenants provide for the appointment and election of a Planning and Design Review Board (PDRB), which is made up of professionals. Appointments are made by the Developer, elected positions are voted upon by the residents of Westlake Village. The PDRB has, in turn, delegated some of its authority and duties to your Neighborhood Association and its Board of Directors. The Board appoints volunteer members to the Neighborhood Council on Architecture and Aesthetics (CAA). These volunteers are residents of the neighborhood and anyone interested in volunteering should contact the management office. This practice assures that the control process is in the hands of your elected representatives and their appointees.

In addition, your neighborhood employs a management company that is available to assist you in the preparation of exterior alteration applications and to receive questions and complaints on architectural and maintenance matters.

DO I NEED A COUNTY BUILDING PERMIT?

County building permits are required for certain permanent alterations/improvements such as decks, porches, additions, etc., to ensure construction is within building/safety codes. A detailed discussion of permits and building codes is beyond the scope of this booklet, therefore, we encourage the homeowner to contact the County department of Planning and Growth Management at (310) 645-0610 **BEFORE FINALIZING PLANS AND COMPLETING AN APPLICATION.** They can tell you if you need a permit, will provide reference sheets of design requirements, and can explain exactly what drawings and number of copies you'll need to obtain the permit(s).

CAA approval means that your proposed alteration/improvement meets the intent of the covenants. CAA approval does NOT guarantee County acceptance of your design or that your proposal is within County building codes.

Alterations/improvements requiring such permits, once approved by the CAA, are forwarded to the PDRB. The County requires PDRB approval prior to issuing the permits, may require additional drawings, and may also require design changes to ensure compliance with the building code. Please call the number above for details or assistance.

WHAT ARE THE STEPS FOR APPROVAL OF PLANS?

STEP # 1 - PLANNING AND DESIGN: There are four (4) sources of information available to assist you in the design and approval process:

1. The guidelines contained in this booklet.
2. The management company, Gerhardt & Associates, Inc., 843-8111
3. Any member of the CAA - see your neighborhood directory
4. The County Department of Planning and Growth Management at 645-0610 for improvements requiring County permits.

STEP # 2 - COMPLETING/SUBMITTING THE APPLICATION: Obtain an application from the management company or the neighborhood center office. Make sure you fully complete the application and attach all information required by this booklet. Applications not having all required information are automatically disapproved at the CAA meeting unless the applicant is present to discuss and clarify. Ensure it has all necessary signatures, then drop it off or mail it to the management company. Submit EARLY allowing four to six weeks for processing.

STEP # 3 - CAA MEETING REVIEW: Your application is normally reviewed at the first CAA meeting following its receipt. All residents are welcome to attend the meeting whether or not they have submitted an application. Many residents take advantage of the meeting to discuss their plans prior to finalizing their designs and completing an application. Additionally, neighbors of an applicant may attend to voice their support or non-support of an application. Typically, the CAA meetings are held the first week of each month—scheduled day and time for all neighborhood meetings are posted at the Neighborhood Center. There are three (3) possible outcomes from the review:

OUTCOME #1: YOUR APPLICATION IS APPROVED. Approved applications that do NOT require a county building permit are recorded by the management company the next day, a copy is mailed back to the applicant within ten (10) days or less, and the original retained. Approved applications that require a county building permit (call 645-0610 if you're not sure) are submitted by the CAA to the PDRB. The PDRB will review and return the application to the management company who will retain a copy and mail the original back to the applicant (typically this takes about 14 days). The applicant then obtains the building permit (if you hire a builder, they will most likely obtain the permits for you, but must have the original PDRB approved copy of the application). Once approved by the CAA, and the PDRB if applicable, the approval is final and you may start work after obtaining the required permit(s).

OUTCOME #2: YOUR APPLICATION IS DISAPPROVED. If the application does not contain all the information required for the CAA to render a decision (as outlined in this booklet), the application is disapproved and returned to the applicant. To avoid the one month delay associated with disapproval, you are highly encouraged to attend the CAA meeting. The CAA automatically disapproves the application if the applicant's property has an existing uncorrected covenant violation. In these cases, the CAA will not review any new application until the violation is corrected.

OUTCOME #3: AN ON-SITE INSPECTION IS REQUIRED. If your proposed improvement is unusual or outside the guidelines due to unusual circumstances, the CAA may determine that they must visit the property prior to rendering a decision. If you are present at the meeting, an appropriate date and time is set. If you are not at the meeting, a comment requesting further information is noted, the application disapproved, and returned to you. Again, your presence at the meeting is highly encouraged to avoid the delay.

WHAT IF I DISAGREE WITH THE CAA?

If you disagree with any action of the CAA, you may appeal to the Board of Directors by submitting written notification to the Neighborhood Center/Management Office within fifteen days after the CAA meeting, or postmark of the returned application, whichever, is later. The management office will schedule the Board to hear your appeal at the next scheduled Board meeting. If your schedule conflicts, the appeal will be rescheduled. Likewise, any resident who disagrees with the plans of a neighbor may appeal, but the appeal must be received by the management office PRIOR to the CAA meeting. Failure of the applicant to notify his/her neighbors of the proposed alteration/improvement negates this requirement and the neighbor(s) may appeal at any time—that's why the signature of your neighbors should be on the application.

If the applicant/neighbor disagree with the action of the Board, he/she may then appeal to the PDRB in writing within 15 days of the Board's decision and must provide the management office a copy of the appeal. The PDRB will arrange, as a whole, to hear the appeal. Their decision is legal and binding, and can only be changed in court.

IS COMPROMISE POSSIBLE?

While the process described above seems complex and rigid, it works because of the interest and cooperation of our residents and those who work on the CAA and Board of Directors. At every step, efforts are made to reach compromises where necessary to ensure speedy and satisfactory approval of your application. Each year, hundreds of applications are handled and only a handful are appealed.

WHAT IF I DON'T WAIT FOR MY APPLICATION TO BE APPROVED?

If you start alterations without first obtaining approval of your plans, you do so at your own risk. If you fail to submit an application, or if your application is turned down or modified, you may face the cost of removing the

alteration plus the costs of litigation. The covenants provide means for placing these costs as a lien against your property. These circumstances may also arise if your property has been altered without approval before your purchased it.

In such cases as those above, every effort is made to work out a reasonable solution to the problem.

WHAT IS THE PROCESS FOR COVENANT ENFORCEMENT?

Enforcement of the neighborhood covenants is the job of every resident, but the routines are carried out by the Neighborhood Council on Architecture and Aesthetics (CAA) and the Neighborhood Association Board of Directors. When architectural complaints are brought to the attention of the CAA, they are investigated as promptly as possible. If a complaint is found to be valid, the property owner is contacted formally and asked to correct the problem. Our experience is that most problems are corrected at this stage.

Should the property owner still fail to act after the expiration of the twenty (20) day period, the CAA may refer the case to the Board which may vote to initiate action in court, or to enter the property and correct the problem, at the owner's expense and risk. All costs at this stage are chargeable against the property owner as a lien on the property.

Anonymous grievance forms are available at the Neighborhood/Management office during regular office hours. Any resident may fill out a form or call in a complaint concerning any alleged violation of the covenants. These complaints are investigated by the CAA and if it is found that a violation does exist the above procedure is begun.

HOW CLOSELY MUST I ADHERE TO THE GUIDELINES IN THIS BOOKLET?

The covenants give the Neighborhood Council on Architecture and Aesthetics (CAA) the responsibility to set rules and procedures for architectural control, and the power to interpret the covenants and allow exceptions to their restrictions. The guidelines presented here have been written by the CAA as a part of that first responsibility.

The guidelines should be understood as just that—guides to be used by residents in preparing an application for exterior modifications. Based upon the policies and previous decisions of the Council, they will tell you what is most likely to be approved in typical circumstances, and also give you important information on how to prepare your application. Special circumstances regarding your property may allow the approval of an application which might be denied at another location, or the denial of one which might have been approved elsewhere. The fact that your plan has been approved for use at another location does not mean that it is automatically approved for you.

The members of the CAA and the Board of Directors, in the final analysis, are human beings. We need your help and cooperation in every facet of our work.

THE GUIDELINES

ANTENNAS

No exterior antennas of any kind are permitted.

ATTIC VENTILATORS

This includes any attic ventilator that is exterior on the structure. No application is required if all the following provisions are met:

1. No part of the ventilator protrudes more than 12" above the roof surface.
2. All exposed parts may be painted to match the exterior color of the material they penetrate so as to conceal them or may be left in original silver color.
3. Roof mounted and located on the least visible side of the roof and does not extend above the ridge line.
4. If it becomes necessary to block air flow through the ventilator, this should be done from the inside of the structure.

All other installations require an application showing elevations of the ventilator installation.

AWNINGS AND SUN TRELLISES

Awnings and trellis work provide an effective means for controlling glare and excessive heat buildup on windows and door openings which helps reduce energy consumption and utility costs. The manner in which sun control is implemented has considerable effect on the exterior appearance of a house.

1. Sun control devices must be compatible with the architectural character of the house, in terms of style, color, and materials. Cloth and/or wood are preferred materials.
2. Awnings must be made of straightforward design without decorative embellishment such as scallops, fringes, and contrasting colored stitches. Solid colors are preferred.
3. Awnings and trellises must be consistent with the visual scale of the houses to which they are attached.
4. The location of any awning or trellis must not adversely effect views, sunlight, or natural ventilation of adjacent properties.
5. Pipe frames for canvas awnings should be painted to match the trim or dominant color of the house. If awnings are removed for winter storage, pipe frames must also be removed.

A complete application is required and must include:

1. Dimensions and locations.
2. Color and style of structure.
3. Color (sample if possible) and description of materials to be used.
4. Detailed drawings of trellis or awnings.
5. Description of method to support an attachment to the structure.

BASKETBALL BACKBOARDS

Basketball hoops/backboards may be installed in one of three areas:

1. Attached to the house above the garage;
2. Mounted on a pole on the house end of the driveway;
3. In the rear yard area immediately behind the dwelling.

Color of the backboard must be compatible with the dwelling, the hoop/backboard must be properly maintained at all times, and removal/restoration of pre-existing structure and grounds is required when the house is sold.

All installations require a full application showing:

1. Location, color, and method of mounting.
2. A plan showing property lines and location of the dwelling is required for proposed installations in areas #2 and #3 above.
3. Show the proposed locations of your hoop/backboard on the plat and indicate distances to the dwelling and property lines.

Basketball hoops/backboard **ARE NOT TO BE ERECTED AT THE CURB, I.E., ROAD RIGHT OF WAY.** This is a violation of County ordinance and may result in the hoop/backboard being removed and disposed of by the County.

CHIMNEYS (RESIDENTIAL) AND SMOKESTACKS

The purpose of this guideline is to ensure that exterior chimney installations are in harmony with the applicant's house and surrounding houses.

Generally, these guidelines encourage the use of brick or siding enclosed construction as the most architecturally appropriate style for chimneys.

1. Chimneys which exit through a wall or foundation or which run vertically along a wall must be of brick construction or boxed-in with materials which match the exterior wall finish in style and color.
2. The following guidelines apply to chimneys which exit through the roof:
 - A. Boxing is required for chimneys or smokestacks located on the front slope of the roof ridge or any other location where it will be highly visible from the fronting street. Chimneys located on the rear slope of the roof and not highly visible from the fronting street need not be boxed-in. It is recommended that exposed metal sections be painted black, natural silver, or the roof color. Conspicuous locations on the front slope of the roof should be avoided.
 - B. In all cases, the height of the exposed metal section or the boxed-in chimney shall be limited to the minimum permitted by the County Building and Fire Codes.

The following guidelines apply, in addition to those above, when there is an

existing chimney on the house. While each case must be considered separately, the following guidelines must be considered.

1. Dissimilar chimneys should not be used unless it is impossible to see both at the same time.
2. When a second chimney is added on the same end of the house as an existing boxed-in chimney, both flues should run through the same enclosure.
3. When the second chimney is run along a different wall, it must be of the same design as the first chimney.

A complete application is required and must include:

1. Detailed drawings of the structure (site and floor plan) showing the dimensions and the location (top and side views) of the chimney or smokestack.
2. Color and description of materials to be used.

CAR REPAIRS

Car repairs must be completed within thirty (30) days. Car repairs are restricted to driveways or garages and all tools and materials must be removed daily for a safe and neat appearance.

Cars without current (valid) license plates and those that are inoperable for road use cannot be stored on any lot in a manner so as to be visible to adjacent properties or roads.

CLOTHES POLES

Clothes poles must be portable and removed daily by sunset. Umbrella or retractable styles are recommended. Clothes poles must be placed in the rear yard.

DOG HOUSES/KENNELS

Any dog house/kennel must be located in the rear yard area, immediately behind the dwelling if possible, and as close as practical to the dwelling. Dog houses must be compatible in color with the dwelling and natural surroundings. Dog houses/kennels cannot exceed 60 square feet in area and six (6) feet in height. Kennel construction must be of pressure treated wood or galvanized metal. Wire mesh must be galvanized or vinyl coated (black or green). Kennels must also be screened on three sides (see screening requirements for sheds). Dog houses/kennels must be removed when the property is sold and/or when the animal is no longer housed on the premises. If the new owner wishes to retain the dog house/kennel, a new application is required.

An application is required for all dog houses/kennels, regardless of size or location, and must include the following:

1. Site plan showing the relationship of the dog house/kennel to the dwelling AND to the property lines.

2. Dimensions, construction materials (types and colors), and proposed screening materials and location.

DRIVEWAYS

Driveways must be constructed of Portland cement concrete for reasons of maintainability and appearance.

No application is required for the replacement of an existing driveway, unless you change the material, size, shape, or grade. An approved application is required for any new driveway construction, including expansion. The completed application must include:

1. Site plan with dimensions showing the relation to existing structures, trees, and property lines.
2. Description of materials to be used, including color and texture.
3. Changes in grade proposed. Care must be exercised in any drainage change.
4. The configuration of the driveway must assure that no part of a parked vehicle will extend into or overhang a public sidewalk or street.

FENCES AND SCREENS

Fundamental to St. Charles' plan is the concept of public open space. The preservation of green space and natural features as well as a feeling of openness, contributes significantly to St. Charles' difference from typical subdivisions. The purpose of this community open space is to provide each small residential lot with the atmosphere of a large open area.

The street side of every home is visually, more or less, public. In addition, many back yards are also public when they are directly related to the open space system. Fencing, if it is carelessly used or placed, encroaches upon open space and can even destroy it.

1. Perimeter or barrier fencing:

- A. Two or three rail, split rail style fencing is acceptable.
- B. The rough hewn finish is recommended over the smooth "pencil" style. The fencing material is to be left to weather naturally. No paint or stain may be applied to the fence.
- C. Post heights may not exceed 54 inches and top rail may not exceed 48 inches for 3-rail fencing. For 2-rail style fencing the post heights may not exceed 48 inches and the top rail height may not exceed 42 inches. (see Figure # 1.)
- D. Gates matching the fencing style may be installed as desired.
- E. All sections of the split rail fencing are to be installed in the "rear yard area" (see Figure # 2). Any section, or portion, of the rear yard property may be fenced provided that no section of the fencing extends forward of the rear

corners of the building. Side yards and front areas may not be fenced. If further assistance is required in this category, please contact the CAA.

- F. Metal screening may be applied to the inside of the split rail fence, but it must be galvanized or vinyl coated wire mesh, not to extend above the top rail. Ten to sixteen gauge, rectangular or square mesh is to be used. Galvanized mesh may be painted black or dark green or left unpainted. Vinyl coated mesh shall be green or black.
- G. Only one fence is to be put on a common property line.
- H. Placing perimeter fencing ON the property line is highly recommended.
- I. Adjacent neighbors shall be permitted to tie-in to preclude two (2) fences along the common property line.

2. Privacy Screening

- A. The type of screening must be alternating board on board or Wyngate style.
 - B. It is preferred that the screening material be left to weather naturally, but it may be stained with a semi-transparent stain compatible with the natural surrounding. Painting to match existing sections installed by the builders may be given special consideration.
 - C. Four and six foot high privacy screening may be used. The maximum height is restricted to six feet which is the recommended height for privacy screening.
 - D. Gates which compliment the privacy screening and surroundings may be installed at any point.
 - E. Privacy screening for single family detached dwellings must be located immediately to the rear of the dwelling and may not extend beyond either side of the dwelling. Landscaping is recommended where additional screening is desired. The screen may be as wide as the dwelling and as long as the dwelling provided that:
 - 1. It does not extend more than half way between the rear of the dwelling and the rear property line; and
 - 2. The maximum length of the enclosure does not exceed 66% of the total perimeter of the area to be enclosed. The dwelling must be included when determining the enclosure length—see Figure # 3 for definitions and sample calculations.
 - F. Privacy screening for townhouses may be used to screen the entire rear of the dwelling. Screening for end dwellings will normally be limited to within building extension (minimum of twenty feet to a County road) unless granted a special exception.
3. A complete application is required for ALL fences and screens. The application must include the following:

- A. Drawing of lot, placement of home, and lines indicating where fence or screen is to be installed (including all dimensions).
- B. Style of fence or screen.
- C. Height and color (natural).
- D. For a fence, indicate if wire mesh is to be attached and what type and color it will be.
- E. Indicate where gates will be located; gates should compliment the fencing material in style, color, and height.
- F. Types, locations, and colors of all adjacent neighbors' fences, if any.
- G. Location, at adjoining houses for unusual lot shapes or special situations.

NOTE: When putting up a fence, owners should be cognizant of utility lines and termites and take appropriate precautions.

GARAGE CONVERSIONS:

Garage space may be converted to a living area (i.e., family room, bedroom) by one of the following:

- 1. The garage elevation of which the garage doors are part is not altered. The interior walls of the garage may be finished over the existing garage doors. Glass windows on the garage must be removed and replaced with wood panels and painted to match the garage door.
- 2. The front elevation of the garage is altered in the following manner:
 - A. New windows installed and the window sill height above grade match the existing windows of the associated elevation.
 - B. Fascia material must match the existing fascia material of the altered garage elevation.
 - C. The driveway or other impervious paving within a minimum of 3' of the altered garage elevation must be removed. The driveway must be relocated to the side of the converted garage, but must be a minimum of 5' from the side of the house.
 - D. Foundation landscaping and lawn consistent with the existing landscaping and lawn must be extended across the altered elevation of the converted garage.

GARDENS (ROCK)

Written approval is not necessary for rock gardens at grade and provided that rocks are left in their natural color.

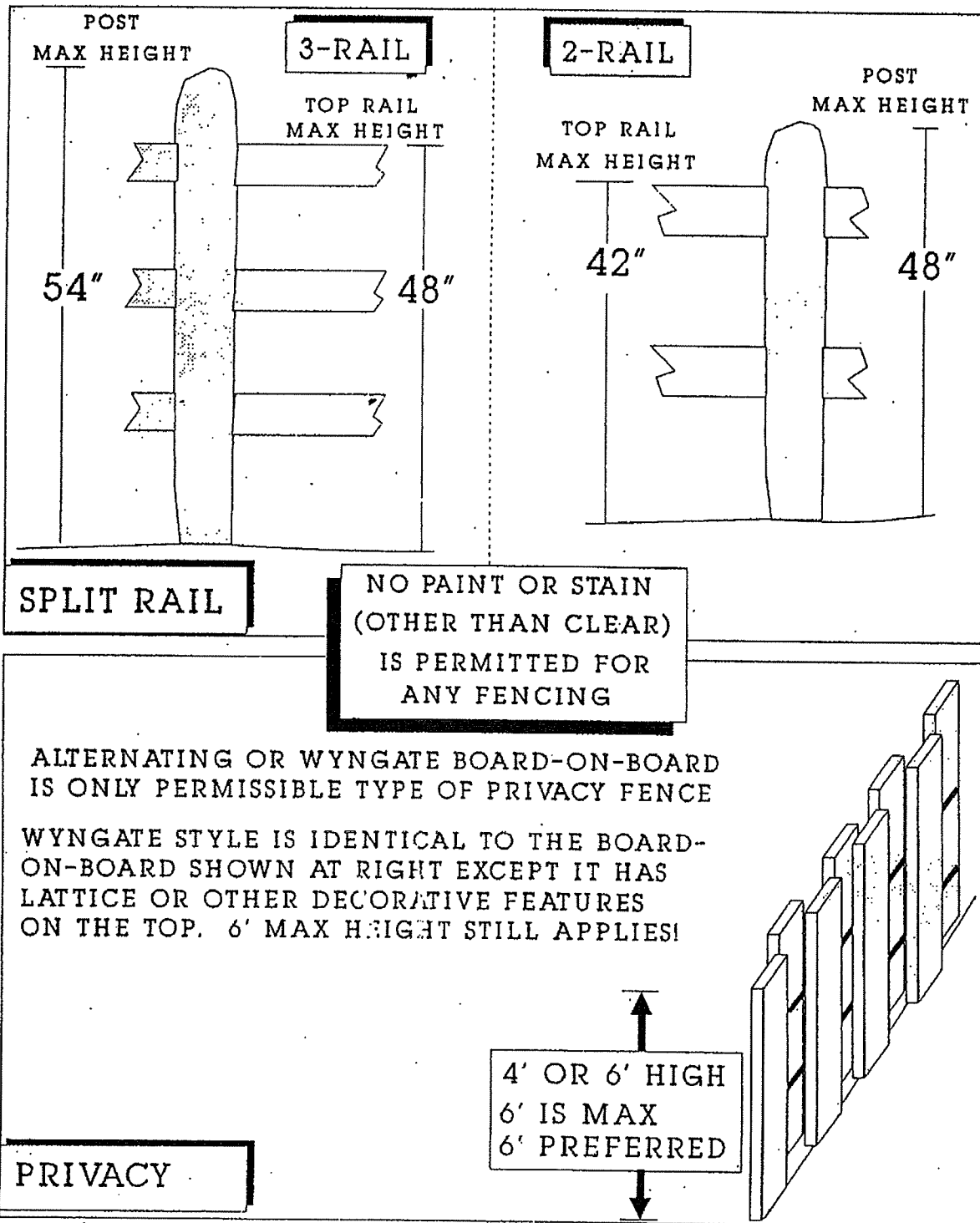
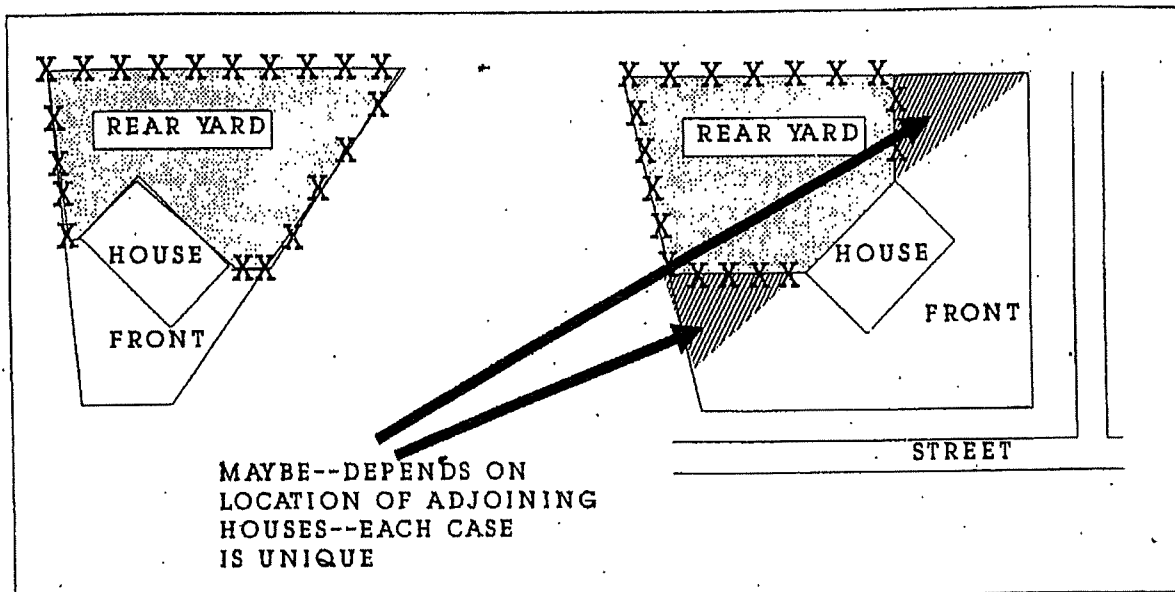


FIGURE 1: FENCING TYPES AND DIMENSIONS



- ➔ EACH LOT IS UNIQUE--4 TYPICAL LOTS SHOWN
- ➔ X = ALLOWABLE LOCATION OF SPLIT RAIL FENCE
- ➔ - HIGHLY RECOMMEND PLACING FENCE ON THE PROPERTY LINE! NEIGHBORS WILL BE PERMITTED TO TIE IN
- ➔ - GATES MAY BE PLACED AT ANY POINT

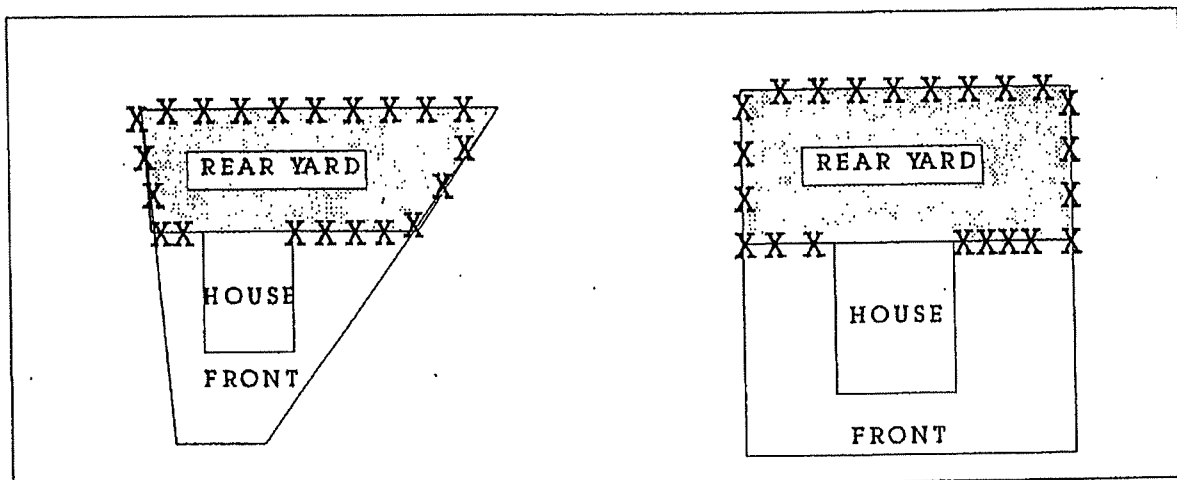


FIGURE 2: "REAR YARD AREA" DEFINED FOR SPLIT RAIL

- ➔ PLACING PRIVACY FENCE OTHER THAN DIRECTLY BEHIND THE HOUSE AS SHOWN IS USUALLY NOT ALLOWED EXCEPT FOR UNIQUE SITUATIONS
- ➔ ONE SUCH SITUATION IS FOR PROPERTY ADJOINING HIGH TRAFFIC AREAS SUCH AS HIGHWAYS, SCHOOLS, ETC. THESE ARE GIVEN SPECIAL CONSIDERATION
- ➔ MOST REQUESTS FOR INSTALLING PRIVACY FENCING WILL REQUIRE A VISIT TO YOUR PROPERTY BY THE CAA COMMITTEE BEFORE APPROVAL IS GRANTED

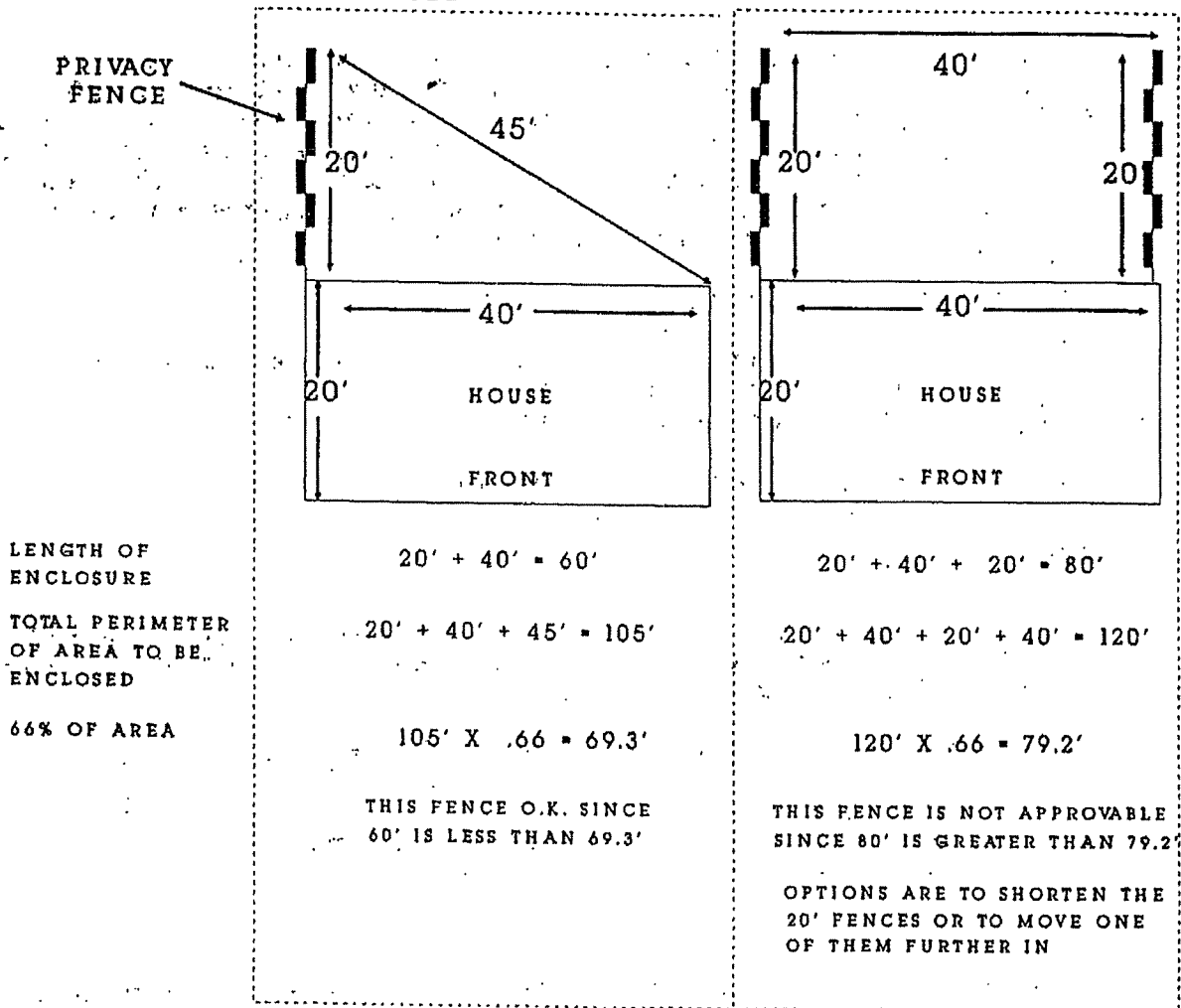


FIGURE 3: PRIVACY FENCE DIMENSIONS

GARDENS (VEGETABLE)

Written approval is not necessary for vegetable gardens provided the following conditions are fulfilled:

1. Located between the rear line of the house and the rear property line.
2. Its size does not exceed 1/4 of the area described in #1 above.
3. It is not placed on a grade which will cause damage to property below it through the flow of water onto lower property.

An application must be completed for all other situations.

GAZEBOS

Gazebos must be open on all sides and no privacy screening of the structure will be permitted. Gazebos may not exceed 100 square feet in area. The floor may not exceed one foot above the ground and the height may not exceed 8 feet above the floor line. Gazebos must be constructed of wood and left to weather naturally. However, clear preservatives may be used to protect the wood. Gazebos must be located to the rear of the dwelling. Gazebos must be located at least ten feet from adjacent property lines.

A full application is required and must include:

1. Site plan which shows the relationship of the gazebo to the adjacent house and property lines.
2. Picture and/or detailed drawing of the gazebo to include dimensions.
3. Description of material to be used.
4. Color of gazebo and house.

GRILLS (PERMANENT)

An application is required for permanent grills. Permanent grills should be placed behind the rear line of the house and should not be placed within ten (10) feet of the side and rear property lines.

An application is required with the following information:

1. Dimensions
2. Site plan showing location of permanent grill.
3. Materials and color to be used.

GUTTERS AND DOWNSPOUTS

Written approval is not required for gutters and downspouts which match the color of the house or trim, or are white. A complete application should be submitted for all other gutters and downspouts.

KENNELS

See DOG HOUSE/KENNELS

LAWN ORNAMENTS AND LAWN EMBELLISHMENTS

Lawn ornaments and embellishments over two feet in height must be submitted for approval and must be located in the rear yard.

All lawn ornaments and embellishments two feet in height and under must be in keeping with the architectural and aesthetic character of the neighborhood.

LIGHTING (RESIDENTIAL)

The replacement of an existing light fixture, if accomplished with a realistic match to the old fixture, does not require approval from the CAA. If a change in style, size, shape, color, or positioning is desired or if additional light fixtures are to be installed on existing or new structures, an application is required. Applications for exterior additions, such as garages or carports, should include details of the lighting fixtures proposed.

Permanent lighting and wiring requires a full application. All exterior lighting should be installed so as not to shine on adjacent property or public space, and should be aesthetically planned for each location.

Flood lights and various types of high output lights fall under the category of security lighting. Exterior lighting of this type must be considered more carefully because of the impact on neighboring properties. Light fixtures of this type should be carefully aimed so that they illuminate only a specific area, such as a doorway. Some high output light fixtures may have to be shielded in a manner similar to some streetlight installations to prevent unwanted or excessive intrusion of light from one property to another.

Temporary lighting for decoration, holiday, and festival use, does not require a formal application. Holiday lighting may be operative for a period not to exceed six weeks. After the period of use, all temporary lighting and decorations shall be removed.

In general, fluorescent lights used outdoors and in carports will not be approved.

Bug lights must be portable and kept ten 10 feet from the property lines.

It is recommended that before any digging is initiated, that the applicant call "Miss Utility" for locations of existing utility lines.

MAINTENANCE OF PREMISES AND IMPROVEMENTS

Section 4.10 Declaration of Easements, Covenants, Conditions and Restrictions: Each Owner or Tenant shall at all times keep his premises, buildings, improvements, and appurtenances in a safe, clean, neat and sanitary condition. Appropriate maintenance shall include, but not be limited to the seeding,

watering, and mowing of all lawns, the pruning and cutting of all trees and shrubbery, and the painting (or other appropriate external care) of all buildings and other improvements all in a manner and with such frequency as is consistent with good property management. The Owner or Tenant shall comply with all laws, ordinances and regulations pertaining to health, safety, and pollution, and shall provide for storage and removal of trash and rubbish from his/her premises in a manner to be approved by the PDRB.

MAJOR BUILDING ADDITIONS

Major building additions include, but are not limited to, carports, garages, greenhouses, porches, rooms, porch and carport enclosures, storage sheds, etc.

The design of major additions must be consistent with existing shape, style, and size of the dwelling in the following way:

1. Siding, roofing, and trim materials must be the same as, or compatible with, the existing materials of the dwelling in color and texture.
2. New windows and doors must be compatible with those of existing dwelling in style and color. These should also be located on walls at the same appropriate height as those of existing dwelling, and be trimmed in a similar manner.
3. Roof eaves and fascias should be the same depth, style, and approximate slope as those existing on the dwelling.

The following conditions shall determine the acceptability of new addition locations:

1. Additions should not significantly impair the view, amount of sunlight, or ventilation of adjacent residences or the public's use or enjoyment of open spaces. New windows, doors, or viewing areas from additions should not impinge upon existing internal or external private areas of adjacent residences.
2. New additions must not create situations in which adjacent neighbors will have difficulty adding to, modifying, or maintaining existing dwelling.
3. Additions must not adversely affect drainage conditions on adjacent properties through changes in grade or other significant run-off conditions.
4. Any addition must meet County Set Back requirements, or be at least five (5) feet from adjoining property, whichever is greater.

Applications must include:

1. Applicant's signature and signatures of adjacent and affected neighbors.
2. Site plan showing relationships of new and existing construction to property lines and adjacent dwellings. Size and location of trees in affected areas on site should also be included.
3. Drawings to scale of new construction, including a plan view and elevation views of each new exterior wall area. These should show

dimensions and locations of such features as doors, windows, roof lines, trim and new exterior lighting features.

4. Description of materials, including type of siding materials, roof materials, trim materials, and their colors.

PLANTINGS

Applications are not required for foundation plantings, trees, or single plantings; however, a complete application is required for hedges.

TREES

No tree of a diameter of more than four (4) inches, measured two feet above ground level, shall be removed without the express written authorization of the CAA.

PATIOS, DECKS, AND WALKWAYS

This guideline refers to any new or expanded patios, decks, and walkways, or to any material changes in existing patios, decks, and walkways. All new materials should be of a simple material of a neutral color, such as undyed concrete, stone or clay brick, or treated wood.

1. Decks and patios may be constructed of treated wood, masonry, stone, or concrete, providing that the color and texture of the materials is in harmony with the adjacent structures. Decks may be stained with a color approved by the CAA or left to weather naturally. "REDWOOD" paint and stain will not be permitted. All hardware must be galvanized.
2. Decks and patios must be located to the rear of the dwelling and may not extend beyond either side of the dwelling.
3. The deck or patio may be 75% as long as the dwelling and 75% as wide. The deck or patio may not extend more than halfway between the rear of the dwelling and the rear property line.
4. The height of the deck or patio is limited to the finished floor line of a single-story dwelling or the second story finished floor line on a two or three story dwelling.
5. An application is not required if a patio, deck, or walkway replaces an existing structure with identical material similar in color and texture, and is the same or smaller dimensions.
6. An application must be completed for all other patios, decks, or walkways. Generally, new patios, decks, or walkways should:
 - A. Disturb existing contours as little as possible. Terracing to follow existing land contours should be built in small increments or railing should be provided,
 - B. Be located to provide reasonable visual and acoustical privacy for both applicants and their neighbors. Screening or plantings should be considered where it is necessary to preserve privacy.
7. The application must include:

- A. site plan with dimensions showing new and existing walkways, decks, or patios in relation to existing houses, trees, and lot boundaries.
- B. A list and description of materials to be used which includes a color sample as applicable, including sample of stain (redwood stain/paint is not acceptable).
- C. Project plans showing elevations and dimensions.
- D. Description of proposed lawn contour changes, planting, screening, rails, benches, new exterior lighting, etc.

PRIVATE POOLS/HOT TUBS

Private pools and hot tubs are generally discouraged because there are very few locations in residential areas where they can be placed without affecting adjacent properties. Pools require fencing which is proportionately too large for the lot size and area enclosed. Noise and lighting problems are also a consideration.

An application is not required in the case of portable children's wading pools not more than 6' in diameter. A complete application must be filed for all other pools and hot tubs. The CAA will not approve above-ground pools or hot tubs.

1. Approval of privacy screening is contingent upon the completion of the pool or hot tub.
2. The size of the pool or hot tub will be dictated by the size of the maximum area of enclosure permitted for privacy screening (see fences and screens).
3. Fencing must be of an approved type.
4. The impact of required privacy screening on open space is significant and must be carefully related to adjacent property. In addition, the homeowner should consider safety within the pool or hot tub areas, as well as the impact of increased noise levels on adjacent properties.

Applications must include:

1. A site plan showing location and dimensions of the pool or hot tub, other related equipment, fences, etc., in relation to the applicant's house, property lines, and adjacent dwelling(s).
2. Detailed drawings and plans of the pool or hot tub, deck area, lighting arrangements, walkways, fences, etc., and pertinent information concerning water supply system, drainage, and water disposal system.

REPAINTING GUIDELINES

An application is required when a house, siding, shutters, or trim is to be painted a color different than its existing color. The new paint is considered to be different if the color itself changes (for example, yellow instead of green) or if, while the color remains the same, it is lighter or darker than the original. An application is not required when the new paint

is the same as the original in both these respects.

In addition, because of the relatively high density and visibility of many houses, and especially in areas in which natural landscape buffers between houses are lacking, neighboring houses become, in effect, the landscapes of each other, into which each should blend. Therefore, similarity of color tones in neighborhoods is a means of assuring the complimentary blending of each house with its landscape background.

Application must include samples of all color changes, as well as a description of where on the house changes will occur. Houses of the same color are not allowed side by side.

The use of "land" or "earth tone" colors is encouraged in the repainting or staining of contemporary styled houses. In cases in which the choice is out on the "land" color range, the prime consideration will be whether the house will continue to blend in a complimentary way with its surroundings. Paler and brighter colors, as well as "land" colors, for traditionally styled houses, will be considered in the color ranges presently existing in the surrounding neighborhood.

RESIDING/RETYLING STRUCTURES

The choice of material for residing is left to the discretion of the owner. It is the owner's responsibility to ascertain whether this material meets the Charles County Building and Fire Codes which apply to exterior materials.

If the proposed residing material differs in color and texture from existing siding on the residence, or if it results in change in architectural style, it should be consistent or compatible with the style and color of siding materials on homes immediately surrounding it.

The style of existing trim work at soffits, corners, eaves, windows and doors, and of accent panels, shutters, or the stylistic features, should be retained in the residing design. This will be considered an important requirement where these elements contribute to the visual continuity of the neighborhood by evoking similarities in style among nearby homes.

In those cases in which residents wish to alter the stylistic features of the existing facade (for example, by replacing rough vertical groove paneling with smooth, horizontal clapboard siding or by adding shutters or accent panels) the CAA will render a decision based on the following considerations:

1. Size and shape of the residence in relation to existing and proposed materials.
2. The variety of styles and siding materials of the homes immediately surrounding the residence.
3. The overall visibility of the residence from nearby public and private properties.

A complete application must be submitted and is to include:

1. A photograph or sketch of existing house including color and texture of existing siding materials.
2. A description of the proposed residing material including the color, texture, and manner in which it will be applied. Color and texture samples must be submitted with the application. Significant changes of present trim size and location, and removal or addition of other stylistic features should also be noted.
3. Description of proposed treatment of outbuildings, such as sheds. Residing or repainting such structures may be required.

SCREENS, STORM WINDOWS, AND DOORS

Screens, storm windows and doors do not require approval if a color and style is chosen that match the house and storm doors are of a straightforward design, without extensive or extreme decorative embellishment. The CAA will not approve raw metal or silver storm windows or doors,

All other types of door and window alterations require an application.

All applications must include descriptions of material, color, and style.

SHEDS

1. Sheds must be located as close to the dwelling as possible, preferably attached. However, the shed may be built in conjunction with a privacy fence.
2. Sheds must normally be located immediately behind the dwelling and may not extend beyond either side.
3. The width or length of a shed shall not exceed ten (10) feet, limiting the maximum area to 100 square feet.
4. The DNA Board has approved a maximum height for all sheds of 8 feet. All sheds must be immediately screened by privacy screening or by evergreen trees or shrubs which are at least 80% as tall as the shed at their initial planting. Sheds requiring landscape screening must identify plant names(s), size and spacing on the site plan and on the application.
5. If a shed is to be located adjacent to the dwelling, then one wall must be in common with the dwelling and it must be constructed of the same materials as the dwelling. The siding, doors, and trim must be the same size, color, and texture as that of the dwelling. The roof must be the same color and have the same pitch as that of the dwelling.
6. If a shed is to be located in conjunction with a privacy fence, then it will have one wall in common with the privacy fence, or be built at the end of the fence in an "L" configuration. The siding must be constructed of wood plank that matches the fence, or textured 1/4" plywood siding. The finish must match the fence and the roof must match the dwelling.
7. Metal sheds are permitted providing they are properly screened on three sides. The three sides to be screened will be the sides which minimize the impact of the shed on the surrounding properties.

8. Privacy screening must be constructed in accordance with the "Guidelines for Fences and Screens". Landscaping may be substituted for fencing and screening, if approved by the CAA.
9. If the house is restyled, resided, or a paint color change is made, the existing shed should match. Rear lot sheds may be treated separately. Refer to "Residing/Restyling" guidelines.
10. Approval is contingent on a resident's commitment to build a sturdy permanent structure.

A full application is required for all sheds which must include:

1. Site plan which shows the relationship of the shed to the adjacent house and property lines.
2. Picture and/or detailed drawing of the shed to include dimensions.
3. Description of materials to be used.
4. Color of shed and house.
5. Method of screening to be used.

SIGNS

Posting of signs for services, products, for sale, etc., can only be displayed on common grounds from dusk on Friday until dusk on Sunday, unless specifically approved in writing in advance by the DNA Board of Directors.

SOLAR COLLECTORS

Solar collectors can represent a large visual impact on a structure due to their size. Therefore it is important to properly integrate the collector into the design of the house so as to properly conceal it. Whenever possible, solar collectors should not be placed on the front side (street side) of the roof.

Collectors should be located to give maximum advantage to the user and minimum visibility.

Large collectors on a sloping roof should appear to be flush with the roof and not laying on top. Collectors on a flat roof should be set back and concealed with a parapet unless integrated with the roof design of the structure. Smaller collectors may be laid on top of a sloping roof and finished to appear like a skylight.

Collectors should be constructed of glass with wood or metal trim. All trim should be painted to match the background color at the roof or house trim to conceal it. Plexiglass is not acceptable as it sags and provides an unsatisfactory appearance. All pipe work must be concealed.

All applications must include:

1. A site plan plus elevations of the house showing the appearance of the collector.
2. Details must show how the collector edges will meet the roof. Any superstructure necessary to elevate the collector above the

existing roof plane must be enclosed by approved materials and colors.

STORAGE

1. Storage of firewood is restricted to the rear yard area or to an otherwise approved screened area.
2. Storage of miscellaneous items, i.e., ladders, toys, bicycles, trash cans, etc., is restricted to the rear yard area or to an otherwise approved screened area.

SWING SETS, SANDBOXES, AND PLAY/TREE HOUSES

The equipment must be located behind the house as inconspicuously as possible. It must be at least ten (10) feet from the rear and side property lines. New swing sets and sandboxes do not have to be painted. However, when the equipment needs to be painted, it should be painted solid dark brown or green.

Sandboxes do not need an application for single family detached units only, as long as they do not exceed twenty (20) square feet in area covered, and one foot in height. They must meet the above stated location criteria.

Tree houses are not permitted.

Playhouses must follow the same guidelines as are required for sheds.

A complete application is needed for all other instances and should include:

1. Color and materials.
2. A site plan with dimensions showing the location of the play equipment relative to the applicant's house, property lines and neighboring houses.
3. A picture or sketch of the equipment showing dimensions.

VEHICLES, COMMERCIAL, AND RECREATIONAL

Commercial/recreational vehicles fall into the following general categories:

1. Vehicles with more than four operating wheels; vehicles exceeding a length of 20'0" (not including trailer hitches).
2. All towed vehicles and/or towed carriers, regardless of size, are considered commercial/recreational vehicles.
3. Vehicles over 12,000 lbs GVW.
4. Semis, flat beds, buses, tow trucks and similar commercial vehicles are not permitted.

The parking of commercial/recreational vehicles in St. Charles is not permitted unless the following requirements are met:

1. 100% screening from all properties is required.
2. Screening must meet the accepted criteria for the neighborhood. Board-on board fencing or shrubs/trees that provide immediate

- impact are required.
3. Board-on-board fencing may be either four or six feet in height provided that the screening selected must completely screen the vehicle.
 4. All proposed screening must be approved by the CAA prior to installation.
 5. All shrubs/trees used for screening must be evergreen.
 6. The size of the area that can be screened and therefore used for parking of a recreational/commercial vehicle shall be dictated by the size of the maximum area of enclosure permitted for privacy screening (see fences and screens).

If a truck mounted camper is used by a resident as a primary means of transportation, it will not be considered a recreational vehicle providing all of the following criteria are met:

1. It is moved on a daily basis.
2. It is parked in the resident's garage or driveway while in the neighborhood.
3. If the camper is removed, it must be screened in the same manner as other commercial/recreational vehicles (see above).

BOATS

As stated in Section 4.15.7 of the Covenants, "no boats...shall be installed, constructed, or maintained upon any Lot, nor shall any boat or boat trailer be stored on any lot in such manner as to be visible from surrounding lots or from abutting waterway." The parking of boats, including any proposed planting, fencing or structure designed to screen these boats and vehicles for lot storage must be approved by the CAA. The CAA requires any boat or boat trailer to be screened in the following manner:

1. 100% screening from all properties is required.
2. Screening may be either alternating board-on-board fence (maximum height 6 feet) or, if the boat is over six (6) feet in height, shrubs or trees sized to provide immediate impact. All shrubs or trees used for screening purposes must be evergreen.
3. The size of the area that can be screened and therefore used for parking of a boat shall be dictated by the size of the maximum area of enclosure permitted for privacy screening (see fences and screens).

VEHICLES - UNTAGGED/INOPERABLE

Untagged and/or inoperable vehicles must not be stored or kept upon any property unless screened properly (see Vehicles-Commercial/Recreational).

NOTE: An inoperable vehicle is defined as any vehicle unable to be driven legally on a public roadway in the State of Maryland.

FIRST ALTERATION/AMENDMENT TO BYLAWS OF DORCHESTER NEIGHBORHOOD ASSOCIATION, INC.

THIS FIRST ALTERATION/AMENDMENT TO BYLAWS OF DORCHESTER NEIGHBORHOOD ASSOCIATION, INC., is made as of this 14th day of OCTOBER, 2009, by the Dorchester Neighborhood Association, Inc. hereinafter referred to as the "Association", through its President as duly attested to by its Secretary.

WITNESS:

WHEREAS, the undersigned is the President of the Dorchester Neighborhood Association, Inc., which is the governing body for the Dorchester Subdivision in Charles County, Maryland as established by that certain Declaration of Covenants, Conditions, Restrictions and Easements (the "Declaration") recorded among the Land Records of Charles County in Liber 1173 at folio 154, as from time to time confirmed, amended, modified and supplemented (the "Declaration");

WHEREAS, the Board of Directors of the Association has carefully reviewed the Declaration, the Articles of Incorporation and the Bylaws of the Dorchester Neighborhood Association and, upon the requisite affirmance of a majority of the votes of the Members of the Association present and voting either in person and by proxy at the duly called annual meeting of the Members held on October 14, 2009, at which a quorum of all of the Members were present, have voted and determined that it is in the best interest of the Association that certain provisions of the Bylaws should be amended as hereinafter set forth and that the Bylaws shall otherwise be affirmed; and

WHEREAS, the Board of Directors has instructed the President and Secretary of the Association to execute and file in the Charles County Homeowners Association Depository maintained by the Clerk of the Circuit Court this First Alteration/Amendment to Bylaws as authorized by Article VIII §8.03 "Amendments" of the Bylaws of the Association.

NOW THEREFORE, by virtue of the affirmative approval of the subject matter of this First Alteration/Amendment to Bylaws of the Dorchester Neighborhood Association, Inc., by the requisite majority vote of the Members, the Bylaws of Dorchester Neighborhood Association, Inc. (attached hereto and incorporated herein) are hereby amended as follows:

RECORDING FEE 10.00
TOTAL 10.00
Res# CH03 Rec# 47082
SLH NLW Blk # 982
Nov 16, 2009 02:49 PM

ARTICLE I OF FIRST ALTERATION/AMENDMENT

ASSESSMENT OF LATE FEES

Article VI, §6.02 Lien; Enforcement of the Dorchester Neighborhood Association

Bylaws is hereby altered and amended by inserting the following sentence after the second sentence and before the third sentence of that provision:

"In the event any assessment is paid more than fifteen (15) days after the date when the same is due, then the delinquent Member shall pay a late charge of \$15 or one-tenth of the total amount of any delinquent assessment or installment, whichever is greater, which late charges shall be added to the amount of any such assessment due and owing to the Association."

**ARTICLE II
OF FIRST ALTERATION/AMENDMENT**

CERTIFICATE OF REQUISITE OWNER APPROVAL

The undersigned Secretary of the Dorchester Neighborhood Association, Inc. hereby certifies that the Board of Directors has received the approval of the subject matter of this First Alteration/Amendment to Bylaws by a majority vote of a quorum of the Members at the October 2009 annual meeting of Members.


**ARTICLE III
OF FIRST ALTERATION/AMENDMENT**

AFFIRMATION

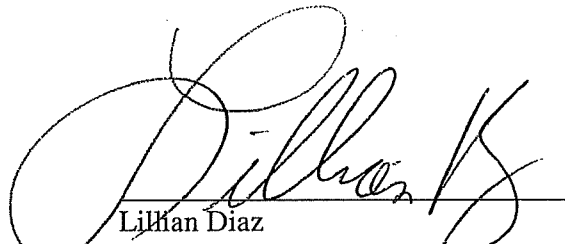
Except as specifically set forth herein or as may be necessary to apply and implement the letter and intent of this First Alteration/Amendment to Bylaws, the remaining provisions of the Bylaws were duly and requisitely affirmed by a majority vote of the Membership at the aforesaid meeting.

IN WITNESS WHEREOF, the undersigned, being the President and Secretary of the Dorchester Neighborhood Association, Inc., have set their hands and seals on the date first set forth above.

ATTEST:



Vincent T. Oliva, CMCA, AMS, PCAM
Managing Agent – Secretary



Lillian Diaz
Chairperson

DORCHESTER NEIGHBORHOOD LIBER 1173 FOLIO 154

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
AND RESERVATION OF EASEMENTS

THIS DECLARATION is made this 8th of November, 1986, by ST. CHARLES ASSOCIATES LIMITED PARTNERSHIP (the "Developer"), a Maryland limited partnership, the general partner of which is Interstate St. Charles, Inc., a subsidiary of Interstate General Corporation, a Delaware corporation, currently having its principal place of business at 222 Smallwood Village Center, St. Charles, Maryland 20601.

RECITALS

The Developer is the owner and developer of certain real estate located within that area of Westlake Village known as Dorchester Neighborhood, being developed in Charles County, Maryland, which real estate is more particularly described in Schedule A attached hereto and made a part hereof (hereinafter referred to as the "Property"). The Developer desires to establish an appropriate mechanism for the provision and support of various amenities, facilities and services in Dorchester Neighborhood.

The Property is contiguous to one or more tracts or parcels of land more particularly described in Schedule B attached hereto and made a part hereof. The Developer anticipates the land so described on Schedule B will be annexed to these Dorchester Covenants (as defined below) since the Developer anticipates developing the Property and additional land in sections. The Developer is not and shall not be obligated to develop and/or annex such additional land. Any such annexation will be governed by the provisions for annexation contained herein.

NOW, THEREFORE, the Developer hereby declares that all the Property described in Schedule A shall be held, sold and conveyed subject to the following covenants, conditions and restrictions and reservation of easements (referred to as the "Dorchester Covenants"), all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Property. These covenants, conditions and restrictions and reservation of easements shall run with the land and be binding on and are intended to benefit all "Members" (hereinafter defined).

... for the purpose of
changing page 3 1.13 from
twenty (20) to seven (7) years.

1986
RECORD FEE 131.00
TOTAL 131.00
11730154
\$60 6720 R01 T14
12/08

131.00

ARTICLE I

Definitions

1.01. "Annual Assessment" means the separate assessment levied each year upon each "Lot" (hereinafter defined) under Section 4.02.

1.02. "Apartment Tenant" means and refers to any "Person" (hereinafter defined) who (i) occupies an "Apartment Unit" (hereinafter defined) under a written lease from the "Owner" (hereinafter defined) of a residential apartment building within the Dorchester Neighborhood in which such Person is named lessee and (ii) delivers a copy of such lease to the "Association" (hereinafter defined).

1.03. "Apartment Unit" means the leasehold interest in any residential apartment building within the Dorchester Neighborhood operated for the purpose of making residential apartments available to Apartment Tenants, which leasehold interest entitles the Apartment Tenant to possession of any residential apartment unit within the Dorchester Neighborhood.

1.04. "Assessable Property" means the entire Property except such part or parts of it as may from time to time constitute "Exempt Property" (hereinafter defined).

1.05. "Assessments" means the Annual Assessments levied under Section 4.02 and any "Special Assessments" (hereinafter defined) levied under Section 4.03.

1.06. "Association" means the Dorchester Neighborhood Association, Inc., a nonstock, nonprofit corporation incorporated under the laws of the State of Maryland, and its successors and assigns.

1.07. "Association Board" means the Board of Directors of the Association.

1.08. "Class A Members" is defined in Section 3.01.

1.09. "Class B Member" is defined in Section 3.01.

1.10. "Common Area" means the property referred to in Section 7.01.

1.11. "Declaration" means this Dorchester Neighborhood Declaration of Covenants, Conditions and Restrictions and Reservation of Easements, as the same may from time to time be supplemented or amended in the manner prescribed herein.

1.12. "Developer" means St. Charles Associates Limited Partnership, a Maryland limited partnership, its successors and assigns. St. Charles Associates Limited Partnership is the successor to Interstate Land Development Company, Inc., the former developer of the St. Charles Communities.

1.13. "Development Period" means a period commencing on July 1, 1986 and terminating seven (7) years from such date or earlier at the option of the Developer. Section 13.09 requires that certain "First Mortgagees" (hereinafter defined) be notified of the termination of the Development Period.

1.14. "Exempt Property" means all of the following portions of the Property:

(i) All land, and any "Permanent Improvements" (hereinafter defined) on that land, owned by the United States, the State of Maryland, Charles County, or any municipality, instrumentality or agency of any of them (including without limitation the United States Postal Service) and used or held by such municipality, instrumentality or agency for a public purpose. Such land and Permanent Improvements shall be Exempt Property for so long as any such municipality, instrumentality or agency shall be the Owner thereof.

(ii) All land, and any Permanent Improvements on that land, owned by the Association, for so long as the Association shall be the Owner thereof.

(iii) All land, and any Permanent Improvements on that land, exempt from both Charles County and State of Maryland real property taxes by virtue of applicable law. However, land or Permanent Improvements which cease to be subject to such taxes solely because both Charles County and the State of Maryland have ceased to impose or collect them shall not be Exempt Property.

(iv) All land which is not shown upon any recorded subdivision plat.

Under no circumstances shall land used for residential purposes be exempt from Assessments.

1.15. "First Mortgagee" means a Person who holds a first mortgage on a Lot, or is secured by a first deed of trust on a Lot.

1.16. "Lot" means a portion of the Assessable Property which is less than the whole thereof and which is assessed as a unit by the appropriate public officials for the purpose of real

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estate taxes imposed by the State of Maryland and Charles County, and all Permanent Improvements existing on it. Any new Permanent Improvement erected or installed in the future on a Lot shall be considered a part of that Lot, beginning upon the issuance of the final governmental approval required for the occupancy or use of the Permanent Improvement. A condominium unit shall be deemed a Lot. If both Charles County and the State of Maryland cease, even temporarily, to impose or collect any real estate taxes, then either (a) each portion of the Assessable Property which is less than the whole thereof and was assessed as a unit for purposes of such real estate taxes immediately before they ceased to be imposed or collected shall be deemed a Lot, or (b) the Association Board may, with the assent of two-thirds (2/3) of the Members eligible to vote on Assessments who are present at a meeting duly called for such purpose at which a quorum is present, adopt any alternate method for determining what shall constitute a Lot.

1.17. "Member" means every Person who holds membership in the Association.

1.18. "Owner" means the owner of any Lot within the ~~Dorchester Neighborhood, whether or not the Owner actually resides on any part of the Property.~~ A contract seller of such an interest shall be an Owner. Any mortgage lender or lending institution, for so long as it holds title to such an interest, shall be deemed an Owner and shall have the same obligations with respect to Assessments as any other Owner. A Person holding such an interest solely as security for the performance of an obligation shall not be an Owner. Neither a condominium unit owners' association nor a cooperative or other entity organized and operated for the purpose of making individual dwelling units available to its shareholders or members shall, as an entity, be deemed to be an Owner.

1.19. "Permanent Improvements" means all buildings, structures and other objects which at the time each Assessment is levied are taxable by the State of Maryland or Charles County as real property under applicable law. If both Charles County and the State of Maryland cease, even temporarily, to impose or collect real estate taxes, (a) each building, structure or other object which existed at the time those taxes ceased to be imposed and was subject to those taxes shall continue to constitute a Permanent Improvement and (b) the Association Board shall adopt (and may amend, revise or repeal from time to time in its discretion) criteria for determining which buildings, structures and objects the erection of which is completed after such taxes cease to be imposed shall constitute Permanent Improvements. The criteria so adopted by the Association Board may be modified or disapproved by a two-thirds (2/3) vote of those Members eligible to vote on Assessments who are present at a meeting duly called for such purpose and at which a quorum is present. The

Association Board may, with the approval of two-thirds (2/3) of the Members eligible to vote on Assessments who are present at a meeting duly called for such purpose and at which a quorum is present, make the criteria adopted applicable to existing buildings, structures and projects, as well, in lieu of the standard set forth in (a) above.

1.20. "Person" means any individual, corporation, joint venture, partnership, association, joint stock company, trust, unincorporated organization, or government or any agency, municipality, or political subdivision thereof.

1.21. "Property" means and includes all of the following:

(i) At the time of execution of this Declaration, all land described in Schedule A and all presently existing Permanent Improvements built, installed or erected on that land.

(ii) Beginning upon the issuance of all governmental approvals required for the occupancy or use of any new Permanent Improvement upon land described in Schedule A, that new Permanent Improvement.

(iii) Beginning upon each addition to the land subjected to this Declaration pursuant to Article II, each such new parcel of land and each Permanent Improvement existing on it from time to time.

(iv) Beginning upon the issuance of all governmental approvals required for the occupancy or use of any new Permanent Improvement on a new parcel of land referred to in Paragraph (iii), each such new Permanent Improvement.

1.22. "Recreational Facilities" means the swimming pools, tennis courts, basketball courts, clubhouses, community centers and other recreational facilities and materials of every kind and description owned, held or maintained by the Association for the use and enjoyment of the Members and their guests.

1.23. "Resident" means each member of the immediate family of each Owner, Tenant and Apartment Tenant who actually lives within the Property and in the same household with each such Owner, Tenant or Apartment Tenant.

1.24. "Special Assessment" means any Assessment which the Association, under Section 4.03, may levy from time to time upon all Lots for purposes of defraying part or all of the cost of certain capital improvements, or satisfying obligations of or financing undertakings of the Association.

USER 1173 FOLIO 158

1.25. "Tax Valuation" means the valuation of each Lot as determined under Section 4.01.

1.26. "Tenant" means any Person who occupies a Lot under a written lease or written occupancy agreement from an Owner in which that Person is named lessee, and who delivers a copy of such lease or occupancy agreement, on which the signatures of the parties are reproduced, to the Association Board.

1.27. "Village Council" means the Board of Directors of Westlake Village Association, Inc., which village association shall have as its purpose to maintain and operate facilities and services within Westlake Village (hereinafter defined) not owned, maintained or operated by a neighborhood association and to participate with other village associations in maintaining and operating facilities and services within the St. Charles Communities not owned, maintained or operated by any neighborhood association or village association.

1.28. "Westlake Village" means certain real property in St. Charles Communities consisting of three neighborhoods, one of which shall be the Dorchester Neighborhood.

ARTICLE II

Property Subject to this Declaration

2.01. Relationship to Adjoining Lands. The Property described in Schedule A consists of a portion of a larger area of real estate owned by the Developer. The Developer may, from time to time, cause separate and additional declarations to be filed subjecting other portions of the larger area of land owned by the Developer to restrictions similar to or different from those imposed on the Property by this Declaration. Further, the Developer may, from time to time, cause separate and additional declarations to be filed subjecting some or all of the Property to restrictions in addition to those imposed by this Declaration. In addition, the Developer may cause additional parcels of real estate to become subject to some or all of the terms of this Declaration. The fact that the terms and provisions set forth in separate or additional declarations relating to real estate, other than the Property, may be similar to or identical in whole or in part to this Declaration shall not be construed to mean that it was the intent or purpose of the Developer to subject any additional real estate to this Declaration or any terms or provisions hereof unless such additional declarations expressly provide otherwise.

2.02 Annexation Reservation. The Developer hereby expressly reserves the right, until the seventh (7th) anniversary of the recordation of this Declaration, to annex additional lands to the Property without the consent of any Class A Member. The right to expand is subject to the following:

(a) A description of that property or portions thereof (the "Additional Land") which may be added to the Property is set forth in Schedule B, attached hereto and made a part hereof;

(b) The Developer expressly reserves the right to add all or any portions of the Additional Land at any time and at different times within the aforesaid seven-year period, without limitation, provided, only that the total area of Additional Land added to the Property shall not exceed the total area of the Additional Land shown on Schedule B;

(c) At such time as the Additional Land or portions thereof is annexed, if at all, the maximum number of Lots on the Property will not exceed two-thousand (2000) dwelling units;

(d) Assessments and votes appurtenant to annexed Lots shall commence with respect to each Additional Land annexed on the first day of the month following the first conveyance of a Lot which is a part of such annexed parcel to an Owner, other than the Developer;

(e) All taxes and other governmental assessments relating to the real property so annexed covering any period prior to the addition of such property shall be paid or otherwise satisfactorily provided for by the Developer;

(f) All Lots to be created on any portion of the Additional Land which is annexed to the Property will be comparable in quality of Lots on the Property subject to this Declaration, but no assurances are made as to size, design or mix of Lots on any portion of the Additional Land;

(g) Developer makes no assurances as to the location of improvements that may be constructed on any portion of the Additional Land. Such improvements as may from time to time exist on any portion of the Additional Land will become part of the Property if and only if the Developer's right to expand is timely exercised to include those portions of the Additional Land on which such improvements exist;

(h) Developer makes no assurances as to what, if any, improvements will be constructed on the Additional Land;

(i) In the event all or any portion of the Additional Land shall not be added to the Property, such parcel or parcels of land may be owned, improved, developed and operated in any manner and for whatever purpose, without restriction, limitation or encumbrance created by this Declaration;

(j) The scheme of the within Declaration shall not be made applicable to any such Additional Land unless and until the same is annexed to the Property as hereinafter provided;

(k) Any annexations made pursuant to this Article, or otherwise, shall be made by recording a Supplementary Declaration of Covenants and Restrictions among the land records of Charles County, Maryland, which Supplementary Declaration shall extend the scheme of the within Declaration to such Additional Land. Such Supplementary Declaration may contain such complementary additions and modifications to the within Declaration as may be necessary to reflect the different character or use, if any, of such Additional Land, provided, however, that in no event shall any addition or modification be substantially inconsistent with the provisions of the within Declaration except as may be provided in subsection (l) below;

(l) In the event that any Supplementary Declaration made pursuant hereto provides that a greater or lesser level of service shall be provided by the Association with respect to the property which is the subject matter of such Supplementary Declaration, then such Supplementary Declaration may provide for a different basis for the establishment of Annual Assessments with respect to such Property and the Association, acting by and through its Board of Directors, is hereby authorized to make equitable adjustments in the procedures set forth in Article IV for the establishment of Annual Assessments to reflect the different level of services; and

(m) So long as any Lot is encumbered by a deed of trust or mortgage which is either insured by the Federal Housing Administration or guaranteed by the Veterans Administration, no annexation shall be made pursuant to this Article, or otherwise, unless the Federal Housing Administration and/or the Veterans Administration shall have determined that the annexation conforms to a general plan of development of the Dorchester Neighborhood previously approved by the aforementioned agencies.

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ARTICLE III

Association Membership - Voting Rights

3.01. Membership in the Association. There shall be two classes of membership in the Association, as follows:

(a) Class A Members. Every Person who is an Owner shall be a Class A Member (with the exception of the Developer during the Development Period or shorter period, in accordance with this Dorchester Declaration). An Owner shall automatically become a Class A Member upon the transfer of a Lot to him and shall remain a Class A Member for so long as he is an Owner. Class A Membership shall be appurtenant to, and shall not be separated from, the status of Owner. Also, every Person who is a Tenant, Apartment Tenant or Resident shall be a Class A Member.

(b) Class B Member. The Developer shall be the Class B Member.

3.02. Voting Rights of Members.

(a) Each Owner shall be entitled to one (1) vote on each matter submitted to the Members for each Lot owned by him. If a Lot is owned or held by more than one Owner, all such Owners shall be Class A Members. However, for purposes of voting, such Owners shall be deemed to constitute a single Class A Member as to that Lot and shall collectively be entitled to a single vote for that Lot as to each matter submitted to the Members. If such Owners cannot jointly agree as to how that vote shall be cast, no vote shall be allowed with respect to that Lot. Any Owner, in his sole discretion, may delegate his right to cast his vote to his Tenant. However, in no event shall more than one (1) vote be cast per Lot. Any Owner or Tenant who is in violation of the Dorchester Declaration with respect to any Lot or is delinquent in the payment of any Assessment on any Lot, as determined by the Association Board in accordance with the Dorchester Declaration and its regulations, shall not be entitled to cast the vote of that Lot as long as the violation or delinquency continues.

(b) For purposes of this Dorchester Declaration, each Apartment Tenant shall be entitled to cast one (1) vote on each matter submitted to the Members for each Apartment Unit leased by him. When any such Apartment Unit is leased by more than one Apartment Tenant, all such Apartment Tenants shall be Class A Members. However, for purposes of voting, such Apartment Tenants shall collectively be entitled to only one (1) vote relative to such Apartment Unit, and if such

Apartment Tenants cannot jointly agree as to how that vote shall be cast, no vote shall be allowed with respect to such Apartment Unit. In no event shall more than one (1) vote be cast per Apartment Unit. Any Apartment Tenant who is in violation of the Dorchester Declaration with respect to any Apartment Unit shall not be entitled to cast the vote of that Apartment Unit for so long as the violation continues.

(c) The Class B Member shall be entitled to cast three (3) votes on each matter submitted to the Members for each Lot owned by it. If the Class B Member is in violation of the Dorchester Declaration with respect to any Lot or is delinquent in the payment of any Assessment on any Lot, as determined by the Association Board in accordance with the Dorchester Declaration and its regulations, the Class B Member shall not be entitled to cast the votes of that Lot as long as the violation continues.

(d) Only the following Members shall have the right to vote on matters pertaining to "Assessments": (i) Owners; and (ii) Tenants who have specifically agreed in their respective leases to pay automatic rent adjustments as required by changes in Assessments.

3.03. Termination of Class B Membership. The Class B Membership shall terminate, and the Developer shall automatically become a Class A Member entitled to only one (1) vote on each matter submitted to the Members for each Lot owned by it, upon the earlier of the following:

(a) The date upon which Class A Members own at least seventy-five percent (75%) of the Lots; or

(b) The expiration of the Development Period.

3.04. Manner of Casting Votes. On any matter submitted to the Members for a vote, any Member entitled to vote may cast his vote in the manner prescribed in the Association's Bylaws.

3.05. Voting Regulations. The Association Board may make such regulations consistent with the terms of this Declaration and the Association's Articles of Incorporation and Bylaws as it deems advisable for any meeting of Members in regard to proof of membership in the Association, evidence of the right to vote, appointment and duties of inspectors of votes, registration of Members for voting purposes, and such other matters concerning the conduct of meetings and voting as it shall deem fit.

ARTICLE IV

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Levy of Assessments

4.01. Tax Valuation. As used in this Declaration, the term "Tax Valuation" shall mean the highest valuation placed on each Lot each year by the appropriate taxing authority for Charles County and State of Maryland real estate tax purposes, as assessed or determined in such manner as may from time to time be provided by applicable law, regardless of any decrease of such valuation during the year by reason of protest, appeal or otherwise.

4.02. Annual Assessment.

(a) According to Tax Valuation. For the purpose of providing funds for use as specified in Article VI hereof, the Association shall, in each fiscal year commencing with its fiscal year which begins in calendar year 1986, levy against each Lot within the Property a charge (which shall be uniform with respect to all Lots) equal to a specified number of cents (not less than 35 cents nor more than 75 cents) for each \$100.00 of the Tax Valuation of that Lot. In making each such levy, the Association Board shall separately value each Lot each fiscal year, based upon its Tax Valuation. The dollar amount of such charge shall be referred to in this Declaration as the "Annual Assessment" with respect to such Lot.

(b) Alternate Method if Tax Valuation Unavailable. If Charles County and the State of Maryland shall ever cease to impose or collect real estate taxes, then the Annual Assessment for each Lot affected by that cessation shall be computed as follows:

(i) The Annual Assessment for each Lot affected shall be computed by multiplying the last Annual Assessment computed for that Lot on the basis of its Tax Valuation by a fraction, the numerator of which shall be the consumer price index figure for the Washington, D.C. - Maryland - Virginia Metropolitan Statistical Area, as set forth in the "Consumer Price Index For All Urban Consumers, Washington, D.C., Maryland and Virginia" as published by the Bureau of Labor Statistics, U.S. Department of Labor (the "CPI") for the three months ending November of the year of the Annual Assessment, and the denominator of which shall be the consumer price index figure as set forth in the CPI for the three months ending most recently prior to cessation by Charles County of imposition of real estate taxes on the Property. If the U.S. Department of Labor, Bureau of

Labor Statistics ceases to publish the CPI, the Association Board shall select such other index which, in its judgment, reflects as nearly as practicable the broad range of economic factors formerly reflected in the CPI.

(ii) The Association may adopt another reasonable method for computation of the Annual Assessment in lieu of the method in Paragraph (i) with the approval of (A) the Association Board and (B) two-thirds (2/3) of the votes eligible to be cast by Members entitled (under Section 3.02(d)) to vote on Assessments.

4.03. Special Assessments. The Association shall have the authority, at its option, to levy in any fiscal year a "Special Assessment" against all Lots. The rate of any Special Assessment shall be uniform as to all Lots and shall be equal to a specified number of cents for each \$100.00 of Tax Valuation of each Lot. Any Special Assessment shall be applicable to the fiscal year in which it is levied and shall be payable over not more than that fiscal year and the next three fiscal years, for the purpose of (a) defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement upon any Common Area, including fixtures and personal property related thereto; or (b) satisfying obligations of financing undertakings of the Association; or (c) any combination of such purposes. Any such Special Assessment shall be levied only with the approval of two-thirds (2/3) of the votes entitled to be cast by Members entitled (under Section 3.02(d)) to vote on Assessments.

4.04. Billing. As soon as may be practicable in each fiscal year, the Association shall send a written bill to the Owner of each Lot stating:

- (a) The Tax Valuation of that Lot;
- (b) The number of cents per \$100 of that Lot's Tax Valuation levied by the Association as the Annual Assessment for that Lot for that fiscal year;
- (c) The total dollar amount of the Annual Assessment for the that Lot for that fiscal year;
- (d) The total dollar amount of any Special Assessment payable in that fiscal year with respect to that Lot;
- (e) The number of cents per \$100.00 of that Lot's Tax Valuation levied as such Special Assessment;

when it was levied, and over how many years it is payable; and

(f) The statement that unless the Owner pays in full the stated Annual and Special Assessments within thirty (30) days following the date of the bill such Assessments shall be deemed delinquent and will bear interest until paid at the rate of six percent (6%) per annum.

4.05. Assessment Procedures. The Association Board shall have the power and authority to adopt procedures for the purpose of making, billing and collecting the Annual Assessments and any Special Assessments, provided that those procedures are not inconsistent with the provisions of this Declaration. Section 13.09 prohibits changing the method for determining Assessments without the consent of certain First Mortgagees.

4.06. Certificates. Upon written request by an Owner, the Association shall, within a reasonable period of time, issue and furnish a written certificate either (a) stating that as of the date of the certificate all Assessments (including interest and costs, if any) have been paid with respect to any specified Lot, or (b) if all Assessments have not been paid, setting forth the amount of the Annual and Special Assessments (including interest and costs, if any) due and payable as of the date of the certificate. The Association may charge a reasonable fee for the issuance of such certificates which it may require to be paid at the time that the request for such certificate is made. Any such certificate, when duly issued as herein provided, shall be conclusive and binding with regard to any matter therein stated as between the Association and any bona fide purchaser or mortgagee of the Lot in question.

4.07. Developer Subsidy.

(a) Payment of Subsidy. So long as the Developer remains the Class B Member, the Developer shall:

(i) Guarantee the payment of all debts of the Association; and

(ii) Annually pay a sum equal to the amount, if any, by which the costs incurred by the Association exceed the operating income of the Association. Costs incurred and operating income shall be defined in accordance with generally accepted accounting principles.

ARTICLE V

Lien for Assessments; Enforcement of Assessments

5.01. Covenant to Pay Assessments.

(a) Owner. Each Owner, by his acceptance of a deed for a Lot, whether or not it is so expressed in that deed, shall be deemed to covenant and agree to pay to the Association all of the following:

(i) All Assessments levied on that Lot in accordance with this Declaration.

(ii) Interest on such Assessments as provided in Section 5.02.

(iii) Costs of collection of such Assessments as provided in Section 5.03.

(b) Developer. The Developer, both for itself and its successors and assigns, covenants and agrees to pay to the Association all of the following:

(i) All Assessments levied in accordance with the Declaration on Assessable Property owned by the Developer.

(ii) Interest on such Assessments as provided in Section 5.02.

(iii) Costs of collection of such Assessments as provided in Section 5.03.

5.02. Delinquent Assessments.

(a) When Delinquent. If an Owner fails to pay any part of any Assessment ~~within thirty (30) days~~ after the date of the bill for that Assessment, the unpaid amount shall be deemed delinquent.

(b) Interest Charges. Any such delinquent amount shall automatically bear interest at the rate of six percent (6%) per annum from the date of the Assessment until paid.

5.03. Enforcement Powers of Association. The Association shall have the power and authority to take any or all of the following actions, at its sole option and without necessity of any election of remedies, against any Owner whose

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Assessments have become delinquent (as defined in Section 5.02(a)) in whole or in part:

(a) Personal Judgment. The Association may sue the Owner for a personal judgment for the delinquent amount, and for its costs of collecting that amount, including but not limited to court costs and attorneys' fees.

(b) Enforce Lien. The Association may enforce and foreclose the lien imposed by Section 5.04(a). In any such foreclosure sale or proceeding, the Association shall be entitled to recover the delinquent amount and its costs of collection, including but not limited to court costs, costs of any public or private sale, and attorneys' fees.

(c) Suspension of Use of Recreational Facilities. For so long as any Assessment remains delinquent, the Association may suspend:

(i) an Owner's right of enjoyment in any or all Recreational Facilities,

(ii) the license and privilege of enjoyment of any or all Recreational Facilities of any Tenant or Resident of the Lot or Lots upon which the delinquent Assessments were levied, and

(iii) any license and privilege of enjoyment of any or all Recreational Facilities of any guest, employee, or other Person which is claimed under or through the Owner or Tenant of the Lot or Lots.

5.04. Suspension of Voting Rights. Under Section 3.02, for so long as any Assessment of any Owner or the Developer is delinquent in whole or in part, neither the Owner (nor the Tenants of the Lot or Lots upon which the delinquent Assessment was levied) nor the Developer shall be entitled to vote.

5.05. Lien of Assessments.

(a) Imposition. Each Assessment, together with interest under Section 5.02(b) and costs of collection under Section 5.03(a) and (b), shall be a charge on the land and shall be a continuing lien upon the Lot upon which it is levied, beginning with the date of the first bill for that Assessment, until paid in full.

(b) Personal Obligation. Each Assessment, together with interest under Section 5.02(b) and costs of collection under Section 5.03(a) and (b), shall also be the personal obligation of the Person who was the Owner of the affected Lot at the time when the Assessment fell due. Such

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obligation shall not pass to such Owner's successors in title unless expressly assumed by them.

(c) No Waiver by Non-Use. No Owner may waive or otherwise escape liability for any Assessment by abandonment of his Lot or non-use of the Common Areas or Recreational Facilities.

5.06. Subordination. The lien of the Assessments provided for in this Declaration shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the lien of any Assessment or the Owner's personal obligation to pay that Assessment along with interest and costs of collection. However, the sale or transfer of any Lot pursuant to foreclosure of a first mortgage or first deed of trust or any proceeding in lieu thereof, shall extinguish the lien of such Assessments as to payments which become due prior to such sale or transfer (but shall not affect the Owner's personal obligation to pay such Assessments along with interest and costs of collection). No sale or transfer shall relieve a Lot from liability for any Assessments thereafter becoming due or from the lien of such subsequent Assessments.

ARTICLE VI

Use of Funds

6.01. Application of Funds. The Association shall apply all funds receivable by it pursuant to this Declaration, and all other funds and property received by it from any source, including the proceeds of the loans referred to in Section 6.02, and the surplus funds referred to in Section 6.03, to the following:

(i) The payment to Westlake Village Association, Inc. of an "Annual Charge" beginning with fiscal year 1986, the amount of which shall be determined by the Village Council but which shall be a minimum of ten percent (10%) of the Annual Assessments received by the Association in a fiscal year.

(ii) The payment of all principal and interest, when due, on all borrowings of the Association, to the extent required under any agreement with noteholders referred to in Section 6.02 hereof.

(iii) The costs and expenses of the Association.

(iv) The benefit of the Property and the Members of the Association, by devoting funds to the

acquisition, construction, reconstruction, alteration, enlargement, replacement, repair, maintenance or operation of the Common Areas and improvements thereon.

6.02. Borrowings.

(a) Security. In order to secure the repayment of any and all sums borrowed by it from time to time, the Association shall have the following rights and powers:

(i) To assign and pledge that portion of the Association's revenues which exceeds (A) twenty-five percent (25%) of the Annual Assessments which it has received and is to receive, and (B) reasonable reserves for anticipated operating and capital expenses.

(ii) To enter into agreements with noteholders with respect to the collection and disbursements of funds, including, but not limited to, agreements by the Association to:

(A) Levy Annual Assessments on a given day in each year and, subject to the limitation of Section 4.02(a) as to the amount of the Annual Assessments, to assess them at a particular rate or rates.

(B) Establish and maintain sinking funds and/or other security deposits or reserves.

(C) Apply that portion of the funds received by the Association which exceeds twenty-five percent (25%) of the Annual Assessments to the payment of all principal and interest, when due, on such loans, or to so apply such funds after providing for costs of collection.

(D) Provide for the custody and safeguarding of all funds received by the Association.

(b) Approvals Required. The amount, terms, rate or rates of all borrowing and the provisions of all agreements with noteholders shall be subject to the approval of the Association Board. However, so long as there is a Class B Membership, the interest rate and the schedule of repayment of any borrowing shall be such as will assure that repayment will not at any time impair the ability of the Association to carry out its functions in a satisfactory manner.

(c) Any mortgage of all or substantially all of the Common Area shall, in addition to the requirements of

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Subsection (b), be subject to the approval of (i) not less than two-thirds (2/3) of each class of members entitled to vote and (ii) the Federal Housing Administration or the Veterans Administration.

(d) Approval of certain First Mortgagees is required under Section 13.09.

6.03. Carryover of Surplus Funds. The Association shall not be obligated to spend in any fiscal year all the sums collected by way of Annual Assessments or otherwise or borrowed in such year, and may carry forward, as surplus, any balance remaining. The Association shall not be obligated to apply any such surpluses to the reduction of the amount of the Annual Assessments in the succeeding fiscal year, but may carry forward from fiscal year to fiscal year such surplus as the Association Board in its absolute discretion may determine to be desirable for the financial security of the Association and the pursuit of its purposes.

6.04. Contracts for Services.

(a) Association Power to Contract. The Association shall be entitled to contract either alone or in conjunction with other neighborhood associations within St. Charles Communities or with any corporation, firm, other neighborhood or village association or other Person for the provision of services which this Declaration calls for the Association to provide or for the performance of the duties imposed on the Association hereunder, and the performance by such Person shall be deemed performance by the Association.

(b) Term. Any such contract entered into by the Association shall contain provisions permitting the Association to cancel the contract upon thirty (30) days' written notice, and shall be for a term of no more than one (1) year, renewable by agreement of the parties.

(c) Notice to First Mortgagees. Section 13.09 requires notice to certain First Mortgagees if the Association attempts to begin self-management of Common Areas and Recreational Facilities.

6.05. Services to Members. The Services to be provided by the Association shall be determined by the Association Board. Such services may include but shall not be limited to lawn mowing, landscaping, snow removal, and other maintenance of Common Areas and the construction, maintenance, and operation of Recreational Facilities on the Common Areas for use by Association Members and (as determined by the Association Board) their guests, employees and families.

ARTICLE VII

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Rights of Enjoyment in Common Area

7.01. Creation of Common Areas. The Developer will convey to the Association at some time in the future or from time to time one or more tracts of land within the Property with appropriate restrictions assuring that said tracts will be used for park and recreational purposes. Such tracts, together with (a) other land which may be identified as "Common Areas" in plats recorded with the Office of the Clerk of the Circuit Court of Charles County, Maryland and (b) the Recreational Facilities located thereon, are hereby designated, and are collectively referred to in this Declaration as, "Common Areas."

7.02. Use of Common Areas.

(a) Owner. Every Owner shall have a right and easement of enjoyment in and to all Common Areas, which easement shall be appurtenant to and shall pass with every Lot upon transfer.

(b) Other Members. All other Members shall have a license and privilege to use and enjoy all Common Areas for so long as they are Members.

(c) Conditions of Use. The right and easement of each Owner, and the license and privilege of each other Member, shall be subject to:

(i) The requirement that admission and other fees adopted by the Association under Sections 7.03 and 7.04 be paid;

(ii) Reasonable rules and regulations, which the Association shall have the power and authority to adopt, pertaining to the use of the Common Areas in order to promote the preservation of such areas, the safety and convenience of the users of them and the best interests of the Members;

(iii) Suspension under Section 5.03(c) for failure to pay Assessments;

(iv) Suspension by the Association under Section 7.05; and

(v) The right of the Association to mortgage part or all of the Common Areas under Section 6.02.

(d) Delegation of Right to Use. Any Owner or other Member may delegate, in accordance with regulations

established by the Association Board, his right or his license and privilege of use and enjoyment of the Common Areas to his guests (and their immediate families).

7.03. Fees for Use. The Association shall have the right to charge Members and their guests reasonable admission and other fees in connection with the use of facilities or services the costs of whose maintenance or operation is not completely defrayed by Assessments.

7.04. Mortgage of Common Areas. The Association, pursuant to Section 6.02, shall have the right to borrow money for the purpose of improving any Common Areas and, in aid thereof, to mortgage any or all of them. The rights of any such mortgagee shall be subordinate to the easements of enjoyment in and to the Common Areas granted to Owners in this Declaration.

7.05. Suspension of Use for Violation of Rules and Regulations. The Association shall have the power and authority to suspend for a period not to exceed sixty (60) days the right of enjoyment of any Owner or the license and privilege of enjoyment of any Tenant, Apartment Tenant, Resident, guest or other Person, in connection with the enforcement of any rules or regulations relating to the Common Areas and the Recreational Facilities. If the violation has not been corrected at the end of such sixty (60) day period, the Association shall have the authority to renew the suspension for additional, successive sixty (60) day periods.

ARTICLE VIII

Enforcement

8.01. Who May Enforce. The covenants, conditions and restrictions contained in this Declaration shall be construed as covenants and running with the land and any and all covenants, conditions and restrictions contained in this Declaration shall inure to the benefit of and be enforceable by (i) the Association, (ii) any Member and (iii) the Developer (so long as the Developer is an Owner) by actions at law or suits in equity.

8.02. No Waiver. The failure of any Person to enforce any provision of this Declaration shall in no event be deemed a waiver by that or any other Person of its rights to enforce it later.

8.03. No Contingency. The right of any Person to enforce any provisions of this Declaration shall not be contingent upon the failure of any other Person to do so.

8.04. Developer Liability. No liability shall attach to the Developer for failure to enforce any provision of this Declaration.

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ARTICLE IX

Term

9.01. Term. These covenants shall run with the land and be binding for the Development Period unless revoked by the Developer. After the Development Period these covenants shall automatically continue in effect unless revoked by means of a written instrument recorded in the Land Records of Charles County, Maryland and executed by the Association with the prior approval of two-thirds (2/3) of all the votes eligible to be cast by Owners. Such revocation shall require the prior written approval of the Federal Housing Administration or the Veterans Administration. The revocation shall be effective upon recordation.

ARTICLE X

Amendments

10.01. During Development Period. This Declaration may be amended during the Development Period by means of a written instrument recorded in the Land Records of Charles County, Maryland and executed by the Association with the prior approval of the Developer and two-thirds (2/3) of all the votes eligible to be cast by Owners. Such amendment shall require the prior written approval of the Federal Housing Administration or the Veterans Administration. The amendments shall be effective only upon such recordation. However, the Developer reserves the right to amend this Declaration during the Development Period without the consent of any of the Owners if the amendment is necessary to bring this Declaration into compliance with any regulation or requirement of the Federal Housing Administration, the Veterans Administration, Charles County or the State of Maryland.

10.02. After Development Period. After expiration of the Development Period, this Declaration may be amended in the manner set forth in Section 10.01, except that the Developer's approval of any amendment shall not be required.

10.03. Notice to Mortgagees. Section 13.09 requires that certain First Mortgagees be notified of material amendments to this Declaration.

ARTICLE XI

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Severability

11.01. Invalidation of any one provision of this Declaration by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

ARTICLE XII

Architectural Control

12.01. In addition to the covenants, conditions and restrictions set forth in this Declaration, the Developer has subjected the Property to certain architectural covenants as set forth in that certain Westlake Village Architectural Covenants -- Declaration of Easements, Covenants, Conditions and Restrictions dated June 27, 1984 and recorded with the Clerk of the Circuit Court of Charles County, Maryland at Liber 995, Page 129, as amended, which architectural covenants are incorporated by reference herein.

ARTICLE XIII

General

13.01. Interpretation by Association Board. ~~The Association Board shall have the right to construe and interpret the provisions of this Declaration and any rules or regulations promulgated pursuant to it and, in the absence of any adjudication by a court of competent jurisdiction to the contrary, its construction or interpretation shall be final and binding as to all Persons or Property benefitted or bound by this Declaration.~~

13.02. Rules and Regulations. The Association Board shall adopt and promulgate reasonable rules and regulations regarding the administration, interpretation and enforcement of the provisions of this Declaration. In adopting and promulgating such rules and regulations, the Association Board shall seek to advance the best interests of the Owners and other Members to the end that the Property shall be preserved and maintained as a high quality community and shall seek to achieve the development of

the Property, including the maintenance and operation of Common Areas and Recreational Facilities.

13.03. Assignment or Transfer of Rights, Powers or Duties.

(a) Power to Assign or Delegate. The Developer or the Association may assign or delegate any or all of the rights, powers or duties (including discretionary powers and rights, powers of consent and approval) reserved by or conferred upon it in this Declaration to any Person agreeing to accept the assignment or delegation.

(b) Association Procedure. Any such assignment or delegation by the Association, whether made during or after the Development Period, shall be effective only if approved by a two-thirds (2/3) of the votes actually cast by Members entitled to vote at a meeting duly called for such purpose at which a quorum is present. Any such assignment or delegation by the Association may be made applicable to all the Property or only to specified parts of the Property and may be made to different Persons for different parts of the Property. No such approval by the Members shall be necessary for any such assignment or delegation by the Developer.

(c) Written Evidence. Any assignment or delegation shall be evidenced by a written instrument duly executed and acknowledged by the Developer or the Association, and recorded among the Land Records of Charles County, Maryland. Such instrument may, among other things, provide for future or further assignment or delegation of such rights, powers and duties to others by the assignee or delegate, subject to such conditions and restrictions as may be set forth in such instrument, provided that the membership approval described in Subsection (b) shall be required before any assignment deriving from any assignee of the Association shall be effective.

(d) Effect. Effective upon recordation of such an instrument, the assignee or delegate of such rights and powers shall have the right to exercise all the powers and the obligation to perform all the duties assigned or delegated by such instrument, in lieu of the Developer or the Association, as the case may be, but subject to such limitations, conditions, reservations and provisions as are imposed by or set forth in such instrument.

13.04. Other Land. Nothing in this Declaration shall be construed or implied to bind or apply to the land of the Developer not included in Schedule A.

13.05. Headings and Cross References. The headings of the Sections in this Declaration are for convenience only and

shall not affect the meaning or interpretation of their contents. References in this Declaration to a "Section", "Article", "Subsection" or "Paragraph" shall, unless otherwise explicitly stated, be deemed to refer, respectively, to a section or article of this Declaration, a subsection of the section of this Declaration in which the reference appears, or a paragraph of the subsection of this Declaration in which the reference appears. Any reference in this Declaration to a "Schedule" shall, unless otherwise explicitly provided, be deemed to refer to a Schedule attached to this Declaration and that Schedule shall be deemed to be incorporated by reference into this Declaration. The masculine gender shall be deemed to include the feminine and neuter, and the singular shall include the plural and vice versa.

13.06. Grantee Bound by Declaration. Each grantee accepting a deed, lease or other instrument conveying an interest in any Lot, whether or not it expressly or impliedly incorporates or refers to this Declaration covenants for himself, his heirs, successors and assigns to observe, perform and be bound by the covenants, conditions and restrictions contained in this Declaration and to incorporate the same by reference in any deed, lease or other conveyance of all or any portion of his interest in that Lot.

13.07. Lease of Parcel. No Owner may lease to another Person any Lot or portion thereof unless the lease is in writing and expressly provides that (a) the terms of the lease are subject in all respects to this Declaration, the Articles of Incorporation and Bylaws of the Association, and any rules or regulations prescribed by the Association under any of them, and (b) failure of the lessee to comply with any of those documents shall be a default under the lease and shall entitle the Owner to terminate the lease.

13.08. Encroachments. If any portion of a Permanent Improvement to a Lot inadvertently encroaches upon the Common Areas or Recreational Facilities, as a result of construction, reconstruction, repair, settlement or movement of any part of the Permanent Improvement, a valid easement shall exist, for so long as the encroachment continues, for the encroachment and its

13.09. Rights of First Mortgagees.

(a) Notice. Any First Mortgagee of a Lot who files with the Association a written request for such treatment:

(i) Shall be given the same advance written notice of any annual or special meeting of Members as is given to the Members.

(ii) Shall be given the same written notice of any vote to be taken of the Members by mail as is given

to the Members, and shall be given written notice of the result of the vote within ten (10) days after the ballots have been tabulated.

(iii) Shall be given the same advance written notice of any regular meeting of the Association Board as is given to the directors.

(iv) Shall be given written notice of any action taken at any emergency meeting of the Association Board, within ten (10) days after the meeting.

(v) Shall be provided a copy of the Association's annual financial statements within ninety (90) days after the end of each fiscal year of the Association, and shall have the right to inspect the books and records of the Association during normal business hours.

(vi) Shall be given written notice of any of the following

(A) Termination of the Development Period.

(B) Any material amendment to this Declaration or the Articles of Incorporation or Bylaws of the Association.

(C) Any decision by the Association to terminate professional management and assume self-management of the Common Areas and the Property.

(D) Any casualty loss or condemnation of any part of the Common Areas or Recreational Facilities or other improvements to them.

(b) Consent. Notwithstanding compliance with the other provisions of this Declaration relating to such actions, unless First Mortgagees of at least fifty-one percent (51%) of the Lots which are subject to first mortgages or first deeds of trust consent to the action in writing, the Association may not do any of the following:

(i) Abandon, subdivide, sell, transfer or mortgage any Common Areas (although the Association may without such consent grant easements for public utilities or for other public purposes consistent with the intended use of such Common Areas.

USER 1173 FILED 178

(ii) Change the method for determining Assessments.

(iii) Apply hazard insurance proceeds for losses to Recreational Facilities or other improvements to Common Areas for purposes other than the repair or replacement of the Recreational Facilities or other improvements.

If any approval required of any First Mortgagee has not been communicated to the Association within ten (10) business days after written notice has been received by it of the intended action, then that First Mortgagee shall be deemed to have approved it.

13.10. FHA/VA Approval. So long as there is a Class B Membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: (a) Annexation of additional parcels of real estate; (b) Dedication of Common Area; and (c) Amendment of this Dorchester Declaration.

If any approval required of one of these agencies has not been communicated to the Association within thirty (30) calendar days after written notice has been received by it of the intended action, then that agency shall be deemed to have approved it.

IN WITNESS WHEREOF, the Developer has executed this Declaration on the date first above written.

ST. CHARLES ASSOCIATES LIMITED PARTNERSHIP, a Maryland limited partnership

ATTEST:

By: INTERSTATE ST. CHARLES, INC. General Partner

By: Edwin L. Kelly
Secretary

By: Charles E. Stuart
President

[CORPORATE SEAL]

LEER 1173 FILED 179

STATE OF MARYLAND)
) : ss
COUNTY OF CHARLES)

On this 11th day of October, 1986, before me appeared Charles E. Stuart and Edwin L. Kelly to me personally known, who, being by me duly sworn, did say that they are the President and Secretary, respectively, of Interstate St. Charles, Inc., sole general partner of St. Charles Associates Limited Partnership; that the seal affixed to the foregoing is the corporate seal of Interstate St. Charles, Inc., and that the instrument was executed on behalf of the Corporation by authority of its Board of Directors; and Charles E. Stuart and Edwin L. Kelly acknowledged the instrument to be the free act and deed of Interstate St. Charles, Inc., acting on behalf of St. Charles Associates Limited Partnership.

Patricia M. Brasco
Notary Public

[Notarial Seal]

My Commission expires:

July 1, 1990

LIBER 1173 FOLIO 180

- 23 -
SCHEDULE A

"Property"

ST. CHARLES COMMUNITIES

WESTLAKE VILLAGE

LIBER 1173 FOLIO 181
Engineering Description

LANCASTER NEIGHBORHOOD

PARCEL A

Lying and being in the Sixth Election District of Charles County, Maryland.
BEGINNING for the same at the end of the first or North 55°44'08" West, 1476.99 foot line described in a Deed of Trust from St. Charles Associates, Inc. to Perpetual American Bank FSB, Trustee, dated December 14, 1982 and recorded among the Land Records of Charles County in Liber No. 880, at folio 92; thence binding on the second through the seventeenth lines of said Deed of Trust for the sixteen following courses and distances, (1) South 16°05'01" West, 3203.79 feet; (2) North 21°53'05" West, 462.87 feet; (3) North 81°31'39" West, 662.76 feet; (4) North 30°05'27" East, 161.90 feet; (5) North 15°47'57" East, 462.45 feet; (6) South 42°29'05" West, 124.73 feet; (7) South 32°20'34" West, 330.23 feet; (8) North 48°43'54" West, 670.80 feet; (9) North 45°44'18" West, 322.60 feet; (10) North 15°32'13" East, 324.20 feet; (11) North 19°35'44" East, 332.76 feet; (12) North 20°14'56" East, 199.10 feet; (13) North 18°06'32" East, 131.95 feet; (14) North 18°38'50" East, 330.02 feet; (15) North 50°28'51" East, 240.42 feet; (16) South 69°30'40" West, 656.93 feet; thence leaving said seventeenth line and running for lines of division the ten following courses and distances, (17) North 20°29'20" West, 50.00 feet; (18) North 60°30'40" East, 292.78 feet; (19) North-easterly along a curve to the left, having a radius of 1260.00 feet, for a distance of 429.07 feet, being subtended by a chord bearing and distance of North 59°45'20" East, 427.00 feet; (20) North 50°00'00" East, 482.09 feet; (21) North-easterly along a curve to the right, having a radius of 1140.00 feet, for a distance of 682.32 feet, being subtended by a chord bearing and distance of North 67°08'47" East, 672.18 feet; (22) North 84°17'34" East, 263.16 feet; (23) South 05°42'26" East, 10.00 feet; (24) North 84°17'34" East, 348.21 feet; (25) South-easterly along a curve to the right, having a radius of 1130.00 feet, for a distance of 431.56 feet, being subtended by a chord bearing and distance of South 84°45'59" East, 428.94 feet; (26) South 16°05'01" West, 469.67 feet to the point of BEGINNING.

Containing 123.0493 acres of land, more or less.

LIBER 1173 FOLIO 182

SCHEDULE B

"Additional Land"

METES AND BOUNDS DESCRIPTION
DORCHESTER NEIGHBORHOOD
(RESIDENTIAL PARCEL)
WESTLAKE VILLAGE
ST. CHARLES COMMUNITIES
WHITE PLAINS ELECTION DISTRICT NO. 6
CHARLES COUNTY, MARYLAND

Beginning for the same at a point on the southwesterly right-of-way line of West Smallwood Drive (P.B. 33/P. 78); said point being at the point of intersection of the westerly fillet curve of "Proposed Western Parkway", and also being the northerlymost corner of Parcel "EE", Regional Center, Westlake Village, as shown on a plat thereof recorded among the Land Records of Charles County, Maryland in Plat Book 36 at Page 16; thence with and along a part of the westerly lines of said Parcel "EE" and continuing with the easterly right-of-way lines of "Proposed Western Parkway" the following eleven (11) courses and distances

- 1.) 209.79 feet along the arc of a fillet curve deflecting to the left having a radius of 120.00 feet and a chord bearing and distance of South 70°08'20" West 184.07 feet to a point of tangency; thence
- 2.) South 20°03'23" West 79.19 feet to a point; thence
- 3.) South 34°15'52" West 531.22 feet to a point of curvature; thence
- 4.) 485.00 feet along the arc of a curve deflecting to the left having a radius of 690.00 feet and a chord bearing and distance of South 14°07'41" East 475.07 feet to a point of tangency; thence
- 5.) South 06°00'30" East 407.94 feet to a point of curvature; thence
- 6.) 1196.89 feet along the arc of a curve deflecting to the right, having a radius of 1260.00 feet and a chord bearing and distance of south 21°12'17" West 1152.40 feet to a point of tangency; thence
- 7.) South 48°25'04" West 857.01 feet to a point of curvature; thence
- 8.) 878.98 feet along the arc of a curve deflecting to the right having a radius of 2660.00 feet and a chord bearing and distance of South 57°53'04" West 874.99 feet to a point of tangency; thence

- 9.) South 67°21'03" West 2033.30 feet to a point of curvature; thence
- LISER 117.3 FOLIO 183
- 10.) 490.63 feet along the arc of a curve deflecting to the left having a radius of 690.00 feet and a chord bearing and distance of South 46°58'51" West 480.36 feet to a point of tangency; thence
- 11.) South 26°36'38" West 121.52 feet to a point on the northerly line of Billingsley Road (40 foot right-of-way); thence leaving the proposed easterly line of "Proposed Western Parkway", with and along the northerly line of the aforesaid Billingsley Road
- 12.) North 63°23'22" West 120.00 feet to a point; thence
- 13.) North 63°23'22" West 192.24 feet to a point at the south-westerly corner of "Parcel A", part of the Property of Donald S. Franyo, et ux, et al"; thence leaving the said northerly line of Billingsley Road, with and along the outlines of the land aforesaid Parcel "A", the following four (4) courses and distances
- 14.) North 55°16'12" East 657.53 feet to a point; thence
- 15.) North 34°43'48" West 439.14 feet to a point; thence
- 16.) South 55°16'12" West 464.50 feet to a point; thence
- 17.) South 26°36'38" West 380.00 feet to a point on the aforesaid northerly line of Billingsley Road; thence with and along the northerly line of said Billingsley Road
- 18.) North 63°23'22" West 646.39 feet to a point at the south-easterly corner of now or formerly R&A Builders (P.B. 16/P. 21); thence leaving the said northerly line of Billingsley Road
- 19.) North 33°07'10" East 134.76 feet to a point at a corner common between the land herein described, the aforesaid lands now or formerly of R&A Builders and the lands of Walter A. Willett (L.57/F.473); thence with and along the easterly lines of Walter A. Willett the following eight (8) courses and distances:
- 20.) North 33°07'10" East 445.60 feet to a point; thence
- 21.) North 22°07'10" East 297.00 feet to a point; thence
- 22.) North 20°07'10" East 396.00 feet to a point; thence
- 23.) North 21°07'10" East 132.00 feet to a point; thence
- 24.) North 14°07'10" East 85.80 feet to a point; thence

LISER 1 1 7 3 FOLIO 1 8 4

- 25.) North 26°37'10" East 382.80 feet to a point; thence
- 26.) North 21°37'10" East 1320.00 feet to a point; thence
- 27.) North 00°22'50" West 132.00 feet to a point on the southerly line of "Parcel "O", Hampshire Neighborhood, Westlake Village" as shown on a plat thereof (P.B. 36/ P. 9); thence with and along a part of the southerly and easterly lines of said Parcel "O" and through the lands of St. Charles Associates (L.454/F.21) the following two (2) courses and distances
- 28.) North 85°36'19" East 301.78 feet to a point; thence
- 29.) North 03°46'19" West 966.87 feet to a point on the southerly right-of-way line of the aforesaid West Smallwood Drive; thence with and along the said southerly right-of-way line the following fourteen (14) courses and distances
- 30.) North 69°30'40" East 315.78 feet to a point of curvature; thence
- 31.) 388.21 feet along the arc of a curve deflecting to the left having a radius of 1140.00 feet and a chord bearing and distance of North 59°45'20" East 386.33 feet to a point of tangency; thence
- 32.) North 50°00'00" East 482.09 feet to a point of curvature; thence
- 33.) 688.95 feet along the arc of a curve deflecting to the right having a radius of 1140.00 feet and a chord bearing and distance of North 67°18'47" East 678.51 feet to a point of tangency; thence
- 34.) North 84°17'34" East 263.16 feet to a point; thence
- 35.) South 05°22'26" East 10.00 feet to a point; thence
- 36.) North 84°17'34" East 348.21 feet to a point of curvature; thence
- 37.) 424.97 feet along the arc of a curve deflecting to the right having a radius of 1130.00 feet and a chord bearing and distance of South 84°36'00" East 422.47 feet to a point at the northwesterly corner of Parcel "N" as shown on a plat entitled "Parcel "N", Lancaster Neighborhood, Westlake Village, St. Charles Communities" (P.B. 35/P.73); thence with and along the westerly, southerly, and easterly lines of said Parcel "N" the following five (5) courses and distances
- 38.) South 16°05'01" West 469.67 feet to a point; thence

- 39.) South $55^{\circ}44'08''$ East 1356.99 feet to a point; thence
- 40.) North $34^{\circ}15'52''$ East 516.26 feet to a point; thence
- 41.) North $20^{\circ}03'23''$ East 65.22 feet to a point; ~~LEPP 173~~ **FOLIO 185**
- 42.) 204.53 feet along the arc of a fillet curve deflecting to left having a radius of 120.00 feet and a chord bearing and distance of North $28^{\circ}46'19''$ West 180.66 feet to a point of tangency on the southerly right-of-way line of aforementioned West Smallwood Parkway; thence with and along part of said southerly right-of-way line
- 43.) 354.59 feet along the arc of a curve deflecting to the right having a radius of 1140.00 feet and a chord bearing and distance of South $68^{\circ}41'22''$ East 353.16 feet to the point of beginning containing 372.067 acres of land, more or less

Being part of the lands described in four (4) conveyances to St. Charles Associates as follows:

- 1.) by deed from Interstate Land Development, Inc. dated May 25, 1976 and recorded in Liber 454 at Folio 21; and
- 2.) by deed from Mildred R. Berry, Personal Representative of the estate of George M. Berry, Jr. and Mary A. Chaffee, surviving personal representative of the estate of Delia E. Berry, dated November 2, 1984 and recorded in Liber 1031 at Folio 159; and
- 3.) by deed from Donald Stephen Franyo an Susan H. Franyo, his wife, and Robert L. Travers and B. Elaine Travers, his wife, dated August 15, 1985 and recorded in Liber 1081 at Folio 297; and
- 4.) by deed from Billingsley Road Associates Limited Partnership, dated December 30, 1985 and recorded in Liber 1104 at Folio 268, all among the Land Records of Charles County, Maryland.

NOTE: The above description is based upon mathematical computations which were based on existing Land Records and previous surveys by others and was compiled by acceptable methods. The above description does not represent a field based or certified survey performed by Kidde Consultants, Inc. and is subject to change.

LIBER 2407 FOLIO 14
 SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS
 AND RESTRICTIONS AND RESERVATION OF EASEMENTS OF
 DORCHESTER NEIGHBORHOOD ASSOCIATION

THIS SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS (the "Supplemental Declaration"), is made this 27th day of June, 1997, by ST. CHARLES ASSOCIATES LIMITED PARTNERSHIP, a Maryland limited partnership ("SCA") and DORCHESTER GREENS LIMITED PARTNERSHIP, a Maryland limited partnership ("Dorchester Greens").

WITNESSETH:

WHEREAS, Dorchester Greens is the sole owner of certain real property located in Charles County, Maryland, described in Exhibit A attached hereto and made a part hereof (the "Property"); and

WHEREAS, it is the intent and desire of Dorchester Greens, that all of the Property be held, developed, sold and conveyed subject to a common scheme of development and subject to covenants and restrictions which shall run with the Property, and each part thereof, and which are intended to protect the value and desirability of the Property; and

WHEREAS, SCA, executed a document entitled, "Dorchester Neighborhood Declaration of Covenants, Conditions and Restrictions and Reservation of Easements," dated December 2, 1986 and recorded among the Land Records of Charles County, Maryland, in Liber 1171, at Folio 303, as re-executed December 8, 1986, and re-recorded among the aforesaid Land Records in Liber 1173, at Folio 154, as amended by an Amendment to the Dorchester Neighborhood Declaration of Covenants, Conditions and Restrictions made by Dorchester Neighborhood Association, Inc., a Maryland corporation (the "Association") and consented to by SCA dated June 28, 1993, and recorded among the aforesaid Land Records in Liber 1806, at Folio 471, and as further amended by a Second Amendment to Dorchester Neighborhood Declaration of Covenants, Conditions and Restrictions and Reservation of Easements, made by the Association and consented to by SCA dated November 17, 1993, and recorded among the aforesaid Land Records in Liber 2110, at Folio 047 (collectively, the "Declaration"); and

WHEREAS, SCA is the "Declarant" and "Developer" under the Declaration; and

WHEREAS, the Declaration provides that SCA may annex any of the land described in Schedule "B" to the Declaration as "Additional Land" to bring such annexed land within the terms of the Declaration during the "Development Period" without the consent of the Class A Members; and

THE FILE # IS \$ 2.00
 RECORDING FEE 26.00
 TOTAL 28.00
 REC # CH05 Rcpt # 23210
 JUL 17 1997 BLK # 972
 01:31 PM
 RECORDING FEE 25.00
 TOTAL 25.00
 REC # CH05 Rcpt # 23210
 JUL 17 1997 BLK # 973
 01:31 PM

WHEREAS, pursuant to the Declaration, the Development Period expires on July 1, 1998; and

WHEREAS, the Property is a part of the land described in Schedule B to the Declaration as "Additional Land"; and

WHEREAS, Dorchester Greens is the successor to SCA, as Developer of the Property and desires to subject the Property to the terms, covenants, conditions, restrictions and easements of the Declaration, and SCA as Declarant and Developer under the Declaration desires to consent thereto and to join in this Supplemental Declaration.

NOW, THEREFORE, the SCA and Dorchester Greens declare that all of the Property shall be held, sold and conveyed subject to the terms, easements, restrictions, covenants and conditions, as set forth in the Declaration, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property, and shall be binding on all parties having any right, title or interest in the Property, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof and to the Association.

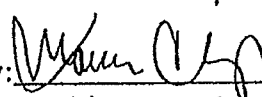
IN WITNESS WHEREOF, the undersigned authorized representatives of SCA and Dorchester Greens have hereunto set their hands and seals as of the date and year first above written.

WITNESS/ATTEST:

SCA:

St. Charles Associates Limited Partnership, a Maryland limited partnership, by Interstate General Company L.P., general partner, by Interstate General Management Corporation, managing general partner

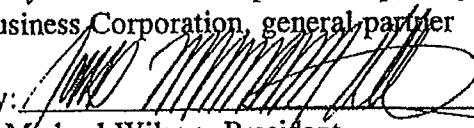
Susan Q. Bechtold

By:  (SEAL)
Name: Mauro Chiaverini, Jr.
Title: Vice President

Dorchester Greens:

Dorchester Greens Limited Partnership, a Maryland limited partnership, by Interstate Business Corporation, general partner

Paula S. Biggs

By:  (SEAL)
J. Michael Wilson, President

LIBER 2407 FOLIO 16

STATE OF MARYLAND
COUNTY OF CHARLES, to wit:

The foregoing instrument was acknowledged before me, Martha Haupt,
a Notary Public in and for the State aforesaid, this 17th day of July,
1997, by Mauro Chiaverini, Jr., Vice President, of Interstate General
Management Corporation, managing general partner of Interstate General Company L.P.,
general partner of St. Charles Associates Limited Partnership, a Maryland limited partnership.

Martha Haupt
Notary Public

My commission expires: February 1, 2001

STATE OF MARYLAND
COUNTY OF CHARLES, to wit:

The foregoing instrument was acknowledged before me, Mary Louise Sanders,
a Notary Public in and for the State aforesaid, this 27th day of June,
1997, by J. Michael Wilson, President of Interstate Business Corporation, general partner of
Dorchester Greens Limited Partnership, a Maryland limited partnership.

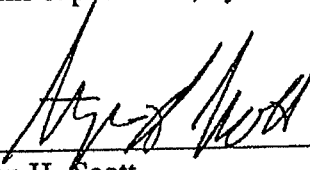
Mary L. Sanders
Notary Public

My commission expires: 01/10/01

LIBER 110 FOLIO 15

LIBER 2407 FOLIO 17
ATTORNEY'S CERTIFICATION

I certify that this instrument was prepared by an attorney admitted to practice before the Court of Appeals of the State of Maryland, under his supervision, by or on behalf of one of the parties named.



Stephen H. Scott

After recording, return to:

Stephen H. Scott, Esq.
Schreyer & Scott, P.A.
800 Old Line Centre, Suite 200
Waldorf, MD 20602

Exhibit A

All of that piece, parcel or tract of land lying and being in the Sixth Election District of Charles County, Maryland, containing 32.3757 acres, more or less, shown as "For Transfer Only, Not a Buildable Lot," as set forth on a Plat of Subdivision entitled, "St. Charles Communities, Dorchester Neighborhood, Parcel 'Q'", said Plat being recorded among the Land Records of Charles County, Maryland, in Plat Book 47, at Folio 075; being a part of the same property obtained by St. Charles Associates Limited Partnership by Deed dated August 15, 1985, from Donald Stephen Franyo and Susan Franyo, his wife, and Robert L. Travers and B. Elaine Travers, his wife, recorded among the Land Records of Charles County, Maryland, in Liber 1081, at Folio 297.

LENDER'S CONSENT

The undersigned, Carol W. Hahn and Thomas E. Cabaniss, and New South Federal Savings Bank, Trustees and Beneficiary, respectively, under a certain Deed of Trust and Security Agreement dated December 12, 1996, recorded among the Land Records of Charles County, Maryland, in Liber 2315, at Folio 498, hereby consent to the within Supplemental Declaration of Covenants, Conditions and Restrictions, and hereby agree that the lien, operation and effect of said Supplemental Declaration of Covenants, Conditions and Restrictions shall survive any foreclosure or enforcement of the lien of the foregoing Deed of Trust.

Carol W. Hahn, Trustee

Carol W. Hahn, Trustee

Thomas E. Cabaniss, Trustee

Thomas E. Cabaniss, Trustee

New South Federal Savings Bank

By: Steven L. Cope land

Name: Steven L. Cope land

Title: Vice President

Virginia
STATE OF MARYLAND :
COUNTY OF ~~CHARLES~~ Fairfax : to wit;

I HEREBY CERTIFY that on this 16th day of July, 1997, before me, the subscriber, a Notary Public of the State of ~~Maryland~~ Virginia and for the state and county aforesaid, personally appeared Carol W. Hahn and Thomas E. Cabaniss, Trustees, known to be or satisfactorily proven to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained on behalf of said entity.

WITNESS my hand and notarial seal.

Allen D. Powers

Notary Public

My commission expires: 2-28-2000

^{Alabama}
STATE OF MARYLAND :
COUNTY OF CHARLES : to wit;
_{JEFFERSON}

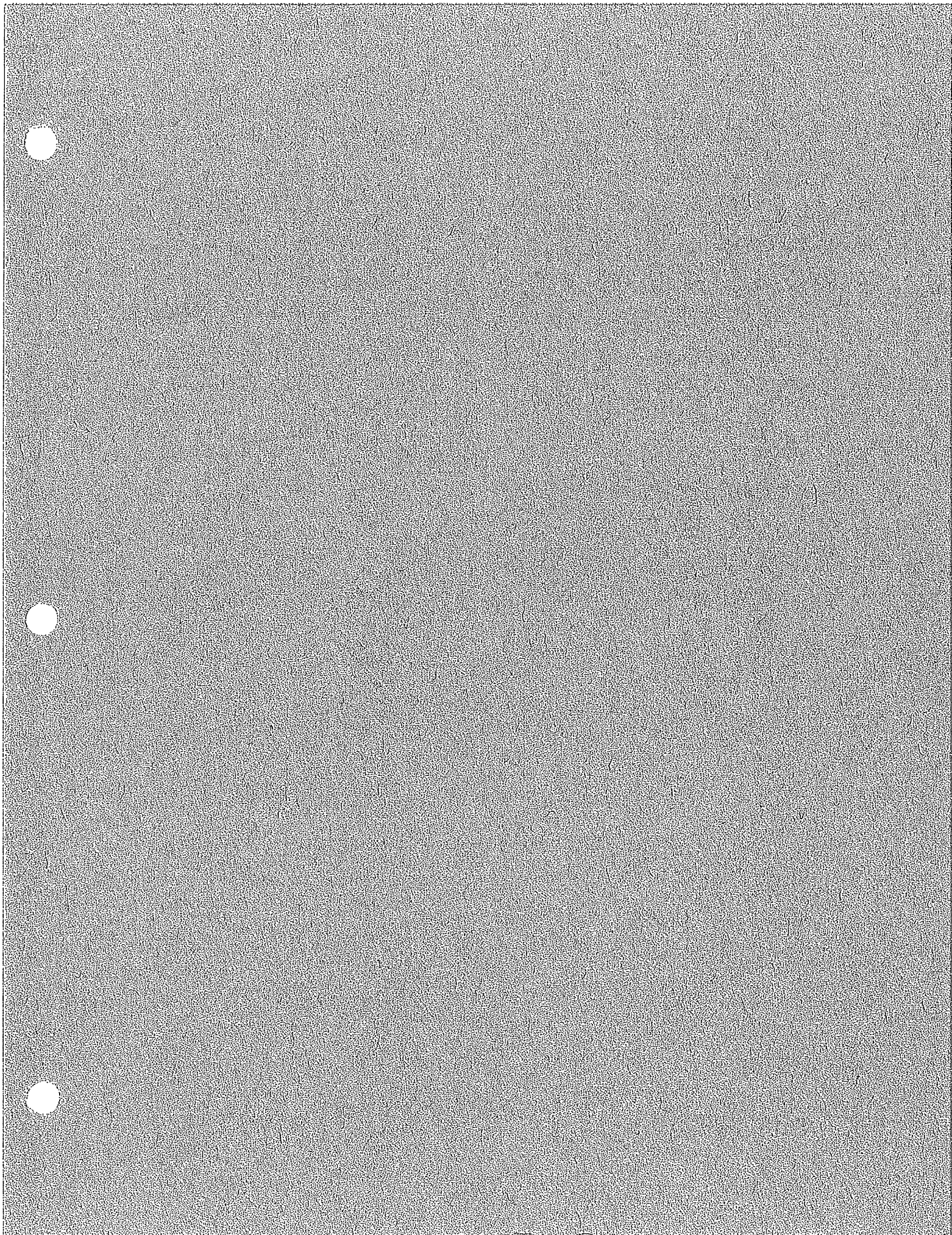
LIBER 2407 FOLIO 20

I HEREBY CERTIFY that on this 15 day of ^{July} ~~January~~, 1997, before me, the subscriber, a Notary Public of the State of ~~Maryland~~ in and for the state and county aforesaid, personally appeared Steven L. Caplan, ^{Alabama} One President of New South Federal Savings Bank, known to be or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he/she, having such authority, executed the same for the purposes therein contained on behalf of said entity.

WITNESS my hand and notarial seal.

Nancy J. [Signature]
Notary Public

My commission expires: MY COMMISSION EXPIRES APRIL 12, 2001



NO TITLE EXAMINATION
NO CONSIDERATION

THIS DEED

MADE this 17th day of JULY, 1995, by and between OAKRIDGE HOUSING CORPORATION, A Maryland Corporation, Party of the First Part, and DORCHESTER NEIGHBORHOOD ASSOCIATION, INC., Party of the Second Part:

WITNESSETH that in consideration of the sum of \$ -0- and other good and valuable considerations, the receipt of which is hereby acknowledged, the said party of the first part does hereby grant and convey unto the party of the second part, it's successors and assigns, in fee simple, all that piece or parcel of ground lying and being in Charles County, Maryland, and being described as follows:

OPEN SPACE PARCEL C-1 (CONTAINING 1737 SQ. FT. OR 0.0399 AC.), IN THE SUBDIVISION KNOWN AS "ST. CHARLES COMMUNITIES, DORCHESTER NEIGHBORHOOD, PARCEL C", AS PER PLAT THEREOF RECORDED IN PLAT BOOK 44 AT PLAT NO. 151, AMONG THE LAND RECORDS OF CHARLES COUNTY, MARYLAND.

AND

OPEN SPACE PARCEL C-2 (CONTAINING 1947 SQ. FT. OR 0.0447 AC.), AND OPEN SPACE PARCEL C-3 (CONTAINING 1807 SQ. FT. OR 0.0415 AC.) IN THE SUBDIVISION KNOWN AS "ST. CHARLES COMMUNITIES, DORCHESTER NEIGHBORHOOD, PARCEL C", AS PER PLAT THEREOF RECORDED IN PLAT BOOK 44 AT PLAT NO. 152, AMONG THE LAND RECORDS OF CHARLES COUNTY, MARYLAND.

Being part of the same as Liber 1702 Folio 568.

TOGETHER with the buildings, improvements thereupon erected, made or being; and all and every, the rights, alley ways, waters, privileges, appurtenances and advantage to the same belonging or in anywise appertaining. And the same party of the first part covenants that it will warrant specially the premises hereby conveyed and that it will execute such further assurances of land as may be requisite.

IN THE STATE OF MARYLAND
RECORDING FEE \$ 25.00
TOTAL \$ 25.00
Res# CH85 Rct# 878
1000 PAM R/L# 1002
JUL 20 1995 10:16 am

The Grantor party of the first part hereby certifies that this is not the last piece of property nor substantially all the assets of the corporation herein.

By the execution of this Deed, the party of the first part hereby certifies under penalties of perjury that the actual consideration paid or to be paid, including the amount of any mortgage or deed of trust outstanding, is in the sum of \$-0-.

IN TESTIMONY WHEREOF, the said OAKRIDGE HOUSING CORPORATION, hath on the 17th day of JULY, 1995, caused these presents to be signed by RICHARD I. ZARET, its Vice President, and doth hereby appoint RICHARD I. ZARET as its true and lawful attorney in fact to acknowledge and deliver these presents as its act and deed.

WITNESS

[Handwritten signature]

OAKRIDGE HOUSING CORPORATION

BY: *[Handwritten signature]*
RICHARD I. ZARET
VICE PRESIDENT

5
30

LIBER 2 | 10 FOLIO 289

STATE OF MARYLAND,
COUNTY OF CHARLES:

I HEREBY CERTIFY that on this 17th day of JULY, 1995, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared RICHARD I. ZARET, who is personally well known to me as the person named as attorney in fact in the foregoing Deed, bearing date as first herein stated, and hereto annexed, and as attorney in fact as aforesaid, and by virtue of the authority vested in him by said Deed, acknowledged the same to be the act and deed of the grantor therein.

GIVEN under my hand and seal the day and year aforesaid.

Stephen C. Martin
Notary Public, Maryland

My Commission Expires: 10/1/97

I HEREBY CERTIFY that this instrument was prepared under the direction of an attorney admitted to practice before the Court of Appeals for the State of Maryland.

Ronald B. Edlavitch
RONALD B. EDLAVITCH, P.A.

Taxes levied and on record
as of this date

JUL 20 1995

have been paid

CHARLES CO. TREAS. OFFICE

RECEIVED BY TRANSFER
State Department of
Assessments & Taxation
for Charles County

Shirley Miller 7/20/95
Date

AFTER RECORDATION, REMIT TO:

DORCHESTER HOMEOWNERS ASSOCIATES, INC.
3352 OLD WASHINGTON ROAD
WALDORF, MARYLAND 20602-8664

State of Maryland Land Instrument Intake Sheet
 County: CHARLES LIBER 2970 FOLIO 290

Information provided is for the use of the Clerk's Office and State Department of Assessments and Taxation only.

(Type or Print in Black Ink Only—All Copies Must Be Legible)

Multiple instruments of the same transaction should be numbered to correspond with Sections 2, 6, 7, and 8. Number documents in the order to be recorded.
 () Check Box If Addendum Intake Form is Attached.

1 Type(s) of Instruments

Deed
 Deed of Trust
 Mortgage
 Lease Contract
 Land Installment Cont.
 Other

2 Consideration and Fees

Consideration Amount/Recordation Fees	Doc. 1	Doc. 2
Consideration, Including Assumed Indebtedness	\$ - 0 -	\$
Recording Charge	\$	\$
Surcharge	\$	\$
State Recordation Tax	\$	\$
State Transfer Tax	\$	\$
County Transfer Tax (if Applicable)	\$	\$
Other	\$	\$
Total Fees	\$	\$

3 Exemptions (if Applicable)
 Cite or Explain Authority

Recordation Tax Exemption:
 State Transfer Tax Exemption:
 County Transfer Tax Exemption:

4 Contact/Mail Information

Instrument Submitted By or Contact Person

Name: Gary Bradley
 Firm: Oakridge Housing Corporation
 Address: 41-A Industrial Park Circle
Waldorf, MD
 Phone: 301-843-2277

Return Instrument To (Check Applicable Box Below or Provide Appropriate Address)

Return to Contact Person as Provided Above Hold for Pick Up Address Provided on Instrument

Name: DORCHESTER NEIGHBORHOOD ASSOC.
 Address: 3352 OLD WASHINGTON RD
WALDORF, MD 20602-8664 1702/568

5 Description of Property

Requires submission of applicable information. A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(i).

District	Property Tax ID No. (1)	Grantor Liber/Folio	Map	Parcel No.	Var. LOG
<u>C</u>	<u>6220568</u>	<u>452-05052</u>		<u>C-1, C-2, C-3</u>	<input type="checkbox"/> (S)
Subdivision Name		Lot (3a)	Block (3b)	Sect/AR(3c)	Plat Ref.
<u>DORCHESTER / CHARLES</u>					<u>44/15/44/15</u>
Location/Address of Property Being Conveyed (2)					
<u>3352 OLD WASHINGTON RD</u>					
Sq. Ft./Acreage (4)					
<u>5491 SF</u>					

Partial Conveyance? Yes No Description/Amt. of Sq. Ft. /Acreage Transferred:

If Partial Conveyance, List Improvements Conveyed:

6 Transferred From

Doc. 1 - Grantor(s) Name(s)
OAKRIDGE HOUSING CORPORATION

Doc. 2 - Grantor(s) Name(s)

Doc. 1 - Owner(s) of Record, if Different from Grantor(s)
 Doc. 2 - Owner(s) of Record, if Different from Grantor(s)

7 Transferred To

Doc. 1 - Grantee(s) Name(s)
DORCHESTER NEIGHBORHOOD ASSOCIATION, INC.

Doc. 2 - Grantee(s) Name(s)

Doc. 1 - Additional Names to be Indexed (Optional)
 Doc. 2 - Additional Names to be Indexed (Optional)

8 Other Names to Be Indexed

Special Recording Instructions (if any)

9 Special Instructions

10 Conveyance Type Check Box

Private Sale with Improvements (1) Private Sale Unimproved (2) Multiple Accounts/Property (3) All Other (9)

IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER

11 Assessment Information

Yes No Will the property being conveyed be the grantee's principal residence?
 Yes No Does transfer include personal property? If yes, identify:
 Yes No Was property surveyed? If yes, attach copy of survey (if recorded, no copy required).

New Owner's (Grantee) Mailing Address: 3352 OLD WASHINGTON RD
WALDORF, MD 20602-8664

Assessment Use Only - Do Not Write Below This Line

Terminal Verification	Agricultural Verification	Whole	Part	Trans. Process Verification
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Transfer Number: <u>19</u>	Date Received: <u>19</u>	Deed Reference:		Assigned Property No.:
Geo. Zoning	Map Grid	Sub. Plat	Block Lot	
Use	Parcel	Sect. Ex. Cd.	Occ. Cd.	
Total	Town Cd.	Ex. St.	Ex. Cd.	

REMARKS:

Space Reserved for Circuit Court Clerk Recording Validation

DEDICATION AGREEMENT

THIS DEDICATION AGREEMENT, made this 5th day of February, 1999, by ST. CHARLES ASSOCIATES LIMITED PARTNERSHIP, a Maryland limited partnership and DORCHESTER NEIGHBORHOOD ASSOCIATION, INC., a Maryland corporation, hereinafter collectively referred to as OWNER, and the COUNTY COMMISSIONERS OF CHARLES COUNTY, MARYLAND, a public body corporate and politic, hereinafter referred to as the COUNTY.

WHEREAS, in accordance with the terms of a certain Agreement concerning ~~Water and Sewer facilities between St. Charles Associates Limited Partnership ("SCA") and County,~~ dated February 14, 1994, recorded among the Land Records of Charles County, Maryland, in Liber 1919, at Folio 131, SCA agreed that in connection with its development of a subdivision known as St. Charles Communities, Dorchester Neighborhood, Parcel B, located in the Sixth Election District of Charles County, Maryland, (PGM 92-040) it would construct the necessary water and sewer lines and appurtenances (hereinafter referred to as the "Facilities"), and

WHEREAS, the plans for the Facilities have been Approved by the County, and

WHEREAS, SCA has constructed the Facilities at its expense, and

WHEREAS, the County has agreed to accept the aforesaid Facilities, without cost, as of the date of this Agreement, and

~~WHEREAS, the County by accepting title to the aforesaid Facilities agrees to maintain same and integrate the Facilities into its public system, accepting full responsibility for all maintenance, operational and other costs.~~

NOW, THEREFORE, THIS AGREEMENT WITNESSETH: That for and in consideration of the sum of One Dollar (\$1.00) paid by the parties hereto to each other, receipt of which is hereby acknowledged, and of the premises, the mutual covenants and agreements herein undertaken, the parties hereto agree as follows:

1. That the Owner by execution of this Agreement, does hereby convey title to said ~~Facilities to the County~~, free and clear of all liens and encumbrances, and does further agree that it will execute any and all deeds necessary to convey to the County all easements for lines that now exist, and does further agree to grant such further easements for sewer and water mains, without charge, as may be determined by the County in its sole discretion, in order to serve the entire property of the Owner or connect same to other lines owned, or to be built, by the County or anyone.

2. That the Owner agrees to supply to the County all available information concerning the testing and operation of the Facilities and warranties concerning the equipment in connection with this Agreement.

3. From and after date of the signing of this Agreement by the County, the County shall be entitled to collect all fees of any nature for the operation of the Facilities on the subject site and agrees to become fully responsible for the maintenance of the system and service to the existing users.

4. The Owner hereby warrants that it is the sole owner of said Facilities and that there are no outstanding liens against same, and does further indemnify and hold harmless the County against any and all claims in any manner relating to its ownership, installation, or cost of the pipes and equipment covered by this Agreement.

5. The parties to this Agreement mutually agree that it shall be binding upon their respective heirs, personal representatives, successors or assigns.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this Agreement the day and year first above written.

WITNESS:

OWNER:

St. Charles Associates Limited Partnership, a Maryland limited partnership, by Interstate General Company, L.P., general partner, by Interstate General Management Corporation, managing general partner

Patricia M. Brosca

By: Benjamin L. Poole (SEAL)
~~Edwin L. Kelly, President~~ Benjamin L. Poole
Vice President

Dorchester Neighborhood Association, Inc., a Maryland corporation

Wynne A. Guehert

By: Carrie Monaghan (SEAL)
Name: CARRIE MONAGHAN
Title: PRESIDENT

ATTEST:

COUNTY COMMISSIONERS OF CHARLES COUNTY, MARYLAND

By: _____ (SEAL)
Murray D. Levy, President

STATE OF MARYLAND :
COUNTY OF CHARLES :

Benjamin L. Poole
I HEREBY CERTIFY that on this 5th day of February, 1999, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared ~~Edwin L. Kelly~~, President of Interstate General Management Corporation, managing general partner of Interstate General Company, L.P., general partner of St. Charles Associates Limited Partnership, a Maryland limited partnership, and duly acknowledged the foregoing Dedication Agreement to be the act of the said Partnership.

As witness my hand and Notarial Seal.

Patricia M. Brown

Notary Public

My commission expires: 12/1/99

STATE OF MARYLAND :
COUNTY OF CHARLES :

I HEREBY CERTIFY that on this 18th day of February, 1999, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared CARRIE MONAGHAN, the PRESIDENT of Dorchester Neighborhood Association, Inc., a Maryland corporation, and duly acknowledged the foregoing Dedication Agreement to be the act of the said Corporation.

As witness my hand and Notarial Seal.

Wayne R. Gerhardt

Notary Public

My commission expires: 11/1/00

STATE OF MARYLAND :
COUNTY OF CHARLES :

I HEREBY CERTIFY that on this ____ day of _____, 1999, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Murray D. Levy, President of Commissioners of Charles County Maryland, and duly acknowledged the foregoing Dedication Agreement to be the act of the corporate body.

As witness my hand and Notarial Seal.

Notary Public

My commission expires: _____

APPROVED FOR ACCEPTANCE:

Director Planning & Growth Management

Attorney's Certification

I, the undersigned Maryland Attorney, certify that the within instrument was prepared by me or under my supervision.

Stephen H. Scott, Attorney

PRIVATE DRAINAGE EASEMENT
PRIVATE STORMWATER MANAGEMENT EASEMENT
INSPECTION AND MAINTNANCE AGREEMENT

THIS AGREEMENT is made this 5th day of February, 1999, by and between St. Charles Associates Limited Partnership, a Maryland limited partnership, and Dorchester Neighborhood Association, Inc., a Maryland corporation (collectively, "Grantor"), and the County Commissioners of Charles County, Maryland, a body corporate and politic ("County").

WITNESSETH, that in consideration of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, the Grantor does hereby grant and convey to County a perpetual easement to inspect (and operate as necessary only as described herein) a private stormwater conveyance system consisting of ditches, swales, channels, culverts, stormdrains and other appurtenant facilities for the purpose of depositing water within the boundary of the permanent easement(s) more particularly described and indicated as all of those easements for private drainage and/or private stormwater management in the subdivision known as "St. Charles Communities Dorchester Neighborhood Parcel B", Sheets 1 through 3, on the Plats recorded among the Land Records of Charles County, Maryland, in Plat Book 45, Pages 154, 155 and 156; and/or private stormwater management facilities, consisting of ponds, basins, trenches, drywells, buffers, separators, shallow marshes, ditches, filters or other approved appurtenant facilities for the purpose of providing quantity and/or quality stormwater management within the easement(s).

AND the Grantor covenants and agrees with the County as follows: First: All drainage improvements, all stormwater management facilities, and all access drives and appurtenant facilities which will be installed in the easement(s) shall remain the property of Grantor. Second: At no time shall Grantor charge County for the use of the property occupied by County or for the privilege of exercising the rights granted under this Agreement. Third: County, its agents, and employees shall have the right of access from a public road to the easement(s) over the property of Grantor. Fourth: County shall have such rights and privileges as may be reasonable for the full enjoyment or use of the easement(s) herein granted. Fifth: Grantor reserves the right to make use of the easement(s) herein granted in a manner which is not inconsistent with the rights herein conveyed, or which does not interfere with the use of the easement(s) by County for the purposes of this Agreement. However, Grantor shall not erect any building, fence or other structure on the easement(s) without obtaining the prior written approval of County.

Grantor further covenants and agrees that it shall be responsible for and agrees to perform the necessary maintenance to allow the proper and efficient flow of water through the system within the easement(s), and to perform the necessary maintenance to allow access and proper operation of the stormwater management facility within the easement(s). Should Grantor fail to construct, repair or maintain the system or facility, or should the system within the easement(s) become blocked so that the water will not flow in an efficient manner, or the access become impassable or the stormwater management facility fail to function as designed, Grantor shall make necessary repairs or maintenance to allow the proper and efficient flow of water, or to allow access to the stormwater management facility or to allow the stormwater management facility to function as designed. If, after reasonable notice by the County, the Grantor shall fail to construct, repair, maintain or operate the facility within a reasonable period of time in accordance with the approved design standards and with the law and all applicable rules and regulations, the County may, but is not obligated to, enter onto the facility and perform all necessary construction, repair, maintenance and operating work, and may assess the Grantor for the cost of said work. The assessment shall be a lien against all property subject to and benefited by the systems and facilities described in this Agreement. Such costs shall be assessed, levied, collected and enforced as County real estate taxes are now, or may hereafter be, by law levied and collected, and shall have the same priority rights, bear the same interest and penalties, constitute a lien upon the real property so assessed, be placed upon the property tax bill and in every respect be treated the same as County real estate taxes. Such costs shall also be personal obligations of the owners of the property at the time the costs are incurred, and may be collected accordingly.

Grantor warrants that it is seized of the property subject to the easement(s) and has the right to convey the easement(s); that there are no encumbrances; that County shall have quiet enjoyment; and that Grantor shall execute such further assurances as may be required.

This Agreement and the covenants contained herein shall run with the land and shall bind the Grantor and the Grantor's heirs, executors, administrators, successors and assigns, and shall bind all present and subsequent owners of the subject property.

Lienholders join herein for the purpose of releasing any deeds of trust, mortgages or other liens as to the easement(s). The liens as to the remainder of the property will not be affected. The parties, date of instrument, and recordation information for the instrument being partially released are as follows: None.

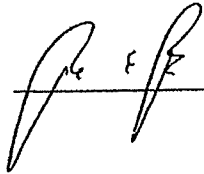
[Signature page follows]

WITNESS our hands and seals.

ATTEST:
WITNESS:

GRANTOR:

St. Charles Associates Limited Partnership, a Maryland limited partnership, by Interstate General Company, L.P., general partner, by Interstate General Management Corporation, managing general partner



By: Benjamin L. Poole (SEAL)
Edwin L. Kelly, President Benjamin L. Poole
Vice President

Dorchester Neighborhood Association, Inc., a Maryland corporation



By: Carrie Monaghan (SEAL)
Name: CARRIE MONAGHAN
Title: PPES

State of Maryland, Charles County, to wit:

I HEREBY CERTIFY, that on this 5th day of February, 1999, before me, the ~~Subscriber~~, a Notary Public of the State and County aforesaid, personally appeared ~~Edwin L. Kelly~~, ^{Benjamin L. Poole} President of Interstate General Management Corporation, managing general partner of Interstate General Company, L.P., general partner of St. Charles Associates Limited Partnership, a Maryland limited liability company, and acknowledged the foregoing easement to be his duly authorized act on behalf of said entity.

As witness my hand and Notarial Seal.

Patricia M. Brasco

Notary Public
My commission expires: 12/1/99

State of Maryland, Charles County, to wit:

I HEREBY CERTIFY, that on this 11th day of February, 1999, before me, the Subscriber, a Notary Public of the State and County aforesaid, personally appeared CARRIE MONAGHAN, the PRESIDENT of Dorchester Neighborhood Association, Inc., a Maryland corporation, and acknowledged the foregoing easement to be his/her duly authorized act on behalf of said Corporation.

As witness my hand and Notarial Seal.

Wayne R. Gubert

Notary Public
My commission expires: 11/1/00

Approved for Acceptance:

Approved as to Legal Sufficiency:

Director, Planning and Growth
Management

County Attorney

ATTEST:

COUNTY COMMISSIONERS OF CHARLES
COUNTY, MARYLAND

Shirley M. Gore, Clerk

Murray D. Levy, President

scadorchb.prv

PUBLIC DRAINAGE EASEMENT
PUBLIC STORMWATER MANAGEMENT EASEMENT

THIS AGREEMENT is made this 5th day of February, 1999, by and between ST. CHARLES ASSOCIATES LIMITED PARTNERSHIP, a Maryland limited partnership, and Dorchester Neighborhood Association, Inc., a Maryland corporation (collectively, "Grantor"), and the County Commissioners of Charles County, Maryland, a body corporate and politic ("County").

WITNESSETH, that in consideration of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, the Grantor does hereby grant and convey to County a perpetual easement to inspect, operate and maintain a public stormwater conveyance system consisting of ditches, swales, channels, culverts, stormdrains and other appurtenant facilities for the purpose of depositing water within the boundary of the permanent easement(s) more particularly described and indicated as all of those easements for public drainage and/or public stormwater management as shown and depicted on the Plats of subdivision of "St. Charles Communities, Dorchester Neighborhood, Parcel 'B'", Sheets 1 through 3, said Plats recorded among the Land Records of Charles County, Maryland, in Plat Book 45, Pages 154, 155 and 156; and/or public stormwater management facilities, consisting of ponds, basins, trenches, drywells, buffers, separators, shallow marshes, ditches, filters or other approved appurtenant facilities for the purpose of providing quantity and/or quality stormwater management within the easement(s).

AND the Grantor covenants and agrees with the County as follows: First: All drainage improvements, all stormwater management facilities, all access drives and appurtenant facilities which will be installed in the easement(s) shall remain the property of Grantor. Second: At no time shall Grantor charge County for the use of the property occupied by County or for the privilege of exercising the rights granted under this Agreement. Third: County, its agents, and employees shall have the right of access from a public road to the easement(s) over the property of Grantor. Fourth: County shall have such rights and privileges as may be reasonable for the full enjoyment or use of the easement(s) herein granted. Fifth: Grantor reserves the right to make use of the easement(s) herein granted in a manner which is not inconsistent with the rights herein conveyed, or which does not interfere with the use of the easement(s) by County for the purposes of this Agreement. However, Grantor shall not make or erect any improvements whatsoever, including buildings, fences or other structures on the easement(s) without obtaining the prior written approval of County. Sixth: After final approval of construction of the systems or facilities, County agrees to perform the necessary maintenance to allow the proper and efficient flow of water through the systems or facilities within the easement.

Grantor warrants that it is seized of the property subject to the easement(s) and has the right to convey the easement(s); that there are no encumbrances; that County shall have quiet enjoyment; and that Grantor shall execute such further assurances as may be required.

This Agreement and the covenants contained herein shall run with the land and shall bind the Grantor and the Grantor's heirs, executors, administrators, successors and assigns, and shall bind all present and subsequent owners of the subject property.

Lienholders join herein for the purpose of releasing any deeds of trust, mortgages or other liens as to the easement(s). The liens as to the remainder of the property will not be affected. The parties, date of instrument, and recordation information for the instrument being partially released are as follows: None.

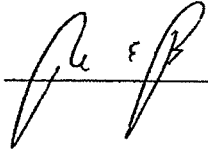
[Signature page follows]

WITNESS our hands and seals.

ATTEST:
WITNESS:

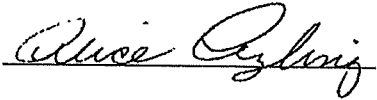
GRANTOR:

St. Charles Associates Limited Partnership, a Maryland limited partnership, by Interstate General Company, L.P., general partner, by Interstate General Management Corporation, managing general partner



By: Benjamin L. Poole (SEAL)
~~Edwin L. Kelly, President~~ Benjamin L. Poole
Vice President

Dorchester Neighborhood Association, Inc., a Maryland corporation



By: Carrie Monaghan (SEAL)
Name: CARRIE MONAGHAN
Title: PRES

State of Maryland, Charles County, to wit:

I HEREBY CERTIFY, that on this 5th day of February, 1999, before me, the Subscriber, a Notary Public of the State and County aforesaid, personally appeared ~~Edwin L. Kelly~~ ^{Benjamin L. Poole}, President of Interstate General Management Corporation, managing general partner of Interstate General Company, L.P., general partner of St. Charles Associates Limited Partnership, a Maryland limited liability company, and acknowledged the foregoing easement to be his duly authorized act.

As witness my hand and Notarial Seal.

Patricia M. Brasco

Notary Public
My commission expires: 12/1/99

State of Maryland, CHARLES County, to wit:

I HEREBY CERTIFY, that on this 10th day of February, 1999, before me, the Subscriber, a Notary Public of the State and County aforesaid, personally appeared CARRIE MONAGHAN, the PRESIDENT of Dorchester Neighborhood Association, Inc., a Maryland corporation, and acknowledged the foregoing easement to be his/her duly authorized act on behalf of said Corporation.

As witness my hand and Notarial Seal.

Wayne R. Schubert

Notary Public
My commission expires: 11/1/00

Approved for Acceptance:

Approved as to Legal Sufficiency:

Director, Planning and Growth
Management

County Attorney

ATTEST:

COUNTY COMMISSIONERS OF CHARLES
COUNTY, MARYLAND

Shirley M. Gore, Clerk

Murray D. Levy, President

scadorchb.pub

WATER AND SEWER
EASEMENT AGREEMENT

THIS AGREEMENT is made this 5th day of February, 1999, by and between St. Charles Associates Limited Partnership, a Maryland limited partnership, and Dorchester Neighborhood Association, Inc., a Maryland corporation (collectively, "Grantor"), and the County Commissioners of Charles County, Maryland, a body corporate and politic ("County").

WITNESSETH, that in consideration of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, the Grantor does hereby grant and convey to County the easement(s) conveyed as more particularly described and indicated as all of those easements for public water and sewer in the subdivision known as "St. Charles Communities, Dorchester Neighborhood, Parcel 'B'", as shown on the plats recorded among the Land Records of Charles County, Maryland, in Plat Book 45, Page 154, 155 and 156, for the installation, construction, reconstruction, maintenance, repair, operation and inspection of water and for sewer lines and necessary appurtenances ("Facilities") on the land of the Grantor.

AND the Grantor covenants and agrees with the County as follows: First: All Facilities which will be installed in the easement(s) shall become the property of the County upon acceptance by the County; Second: At no time shall Grantor charge County for the use of the property occupied by County or for the privilege of exercising the rights granted under this agreement; Third: County, its agents, and employees shall have the right of access from a public road to the easement(s) over the property of Grantor; Fourth: County shall have such rights and privileges as may be reasonable for the full enjoyment or use of the easement(s) herein granted, including the right to cut down and clear away trees within or on either side of the easement(s) which may, in the County's discretion, interfere with the exercise of County's rights; Fifth: Grantor reserves the right to make use of the easement(s) herein granted in a manner which is not inconsistent with the rights herein conveyed, or which does not interfere with the use of the easement(s) by the County for the purposes of this Agreement, however, Grantor shall not make or erect any improvements whatsoever, including buildings, fences or other structures on the easement(s) without obtaining the prior written approval of County; Sixth: After final approval of construction of the Facilities, County agrees to perform the necessary maintenance to the Facilities within the easement(s).

Grantor warrants that it is seized of the property subject to the easement(s) and has the right to convey the easement(s); that there are no encumbrances; that County shall have quiet enjoyment; and that Grantor shall execute such further assurances as may be required.

This Agreement and the covenants contained herein shall run with the land and shall bind the Grantor and the Grantor's heirs, executors, administrators, successors and assigns, and shall bind all present and subsequent owners of the subject property.

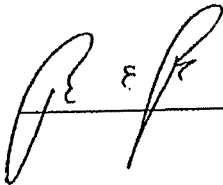
Lienholders join herein for the purpose of releasing any deeds of trust, mortgages or other liens as to the easement(s). The liens as to the remainder of the property will not be affected. The parties, date of instrument, and recordation information for the instrument being partially released are as follows: None.

[Signature page follows]

WITNESS our hands and seals.

ATTEST:
WITNESS:

GRANTOR:
St. Charles Associates Limited Partnership, a Maryland limited partnership, by Interstate General Company, L.P., general partner, by Interstate General Management Corporation, managing general partner



By: Benjamin L. Poole (SEAL)
Edwin L. Kelly, President Benjamin L. Poole
Vice President
Dorchester Neighborhood Association, Inc., a Maryland corporation



By: Carrie Monahan (SEAL)
Name: CARRIE MONAHAN
Title: PRES

State of Maryland, Charles County, to wit:

I HEREBY CERTIFY, that on this 5th day of February, 1999, before me, the Subscriber, a Notary Public of the State and County aforesaid, personally appeared Edwin L. Kelly, President of Interstate General Management Corporation, managing general partner of Interstate General Company, L.P., general partner of St. Charles Associates Limited Partnership, a Maryland limited liability company, and acknowledged the foregoing easement to be his duly authorized act.

As witness my hand and Notarial Seal.

Patricia M. Gross
Notary Public
My commission expires: 12/1/99

State of Maryland, Charles County, to wit:

I HEREBY CERTIFY, that on this 10th day of February, 1999, before me, the Subscriber, a Notary Public of the State and County aforesaid, personally appeared CARRIE MONAHAN, the PRESIDENT of Dorchester Neighborhood Association, Inc., a Maryland corporation, and acknowledged the foregoing easement to be his/her duly authorized act on behalf of said Corporation.

As witness my hand and Notarial Seal.

Wayne R. Schubert
Notary Public
My commission expires: 11/1/00

Approved for Acceptance:

Approved as to Legal Sufficiency:

Director, Planning and Growth Management

County Attorney

ATTEST:

COUNTY COMMISSIONERS OF CHARLES
COUNTY, MARYLAND

Shirley M. Gore, Clerk

Murray D. Levy, President

scadorchbws.eas

DK 0543960580

State of Maryland Land Instrument Intake Sheet
 Baltimore City County: Charles

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)

Space Reserved for Circuit Court Recording Validation

Check Box if addendum Intake Form is Attached.

1 Type(s) of Instruments	<input checked="" type="checkbox"/> Deed	<input type="checkbox"/> Mortgage	<input type="checkbox"/> Other _____	<input type="checkbox"/> Other _____
	<input type="checkbox"/> Deed of Trust	<input type="checkbox"/> Lease		
2 Conveyance Type Check Box	<input type="checkbox"/> Improved Sale Arms-Length [1]	<input type="checkbox"/> Unimproved Sale Arms-Length [2]	<input type="checkbox"/> Multiple Accounts Arms-Length [3]	<input type="checkbox"/> Not an Arms-Length Sale [9]
	3 Tax Exemptions (if Applicable)			
4 Cite or Explain Authority	Recordation:			
	State Transfer:			
	County Transfer:			

4 Consideration and Tax Calculations	Consideration Amount		Finance Office Use Only	
			Transfer and Recordation Tax Consideration	
Purchase Price/Consideration	\$		Transfer Tax Consideration	\$
Any New Mortgage	\$		X () %	\$
Balance of Existing Mortgage	\$		Less Exemption Amount	\$
Other:	\$		Total Transfer Tax	\$
Other:	\$		Recordation Tax Consideration	\$
Full Cash Value	\$		X () per \$500	\$
			TOTAL DUE	\$

5 Fees	Amount of Fees		Agent:
	Doc. 1	Doc. 2	
Recording Charge	\$	\$	Tax Bill:
Surcharge	\$	\$	C.B. Credit:
State Recordation Tax	\$	\$	Ag. Tax/Other:
State Transfer Tax	\$	\$	
County Transfer Tax	\$	\$	
Other	\$	\$	
Other	\$	\$	

6 Description of Property
 SDAT requires submission of all applicable information. A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(i).

District	Property Tax ID No. (1)	Grantor Liber/Folio	Map	Parcel No.	Var. LOG (5)
<u>Co</u>	<u>00-252710/00-252719/00-240542</u>				
Subdivision Name		Lot (3a)	Block (3b)	Sect/AR (3c)	Plat Ref.
<u>Dr. Chester</u>					
Location/Address of Property Being Conveyed (2)					
Other Property Identifiers (if applicable)					
Water Meter Account No.					
Residential <input type="checkbox"/> or Non-Residential <input checked="" type="checkbox"/> Fee Simple <input checked="" type="checkbox"/> or Ground Rent <input type="checkbox"/> Amount:					
Partial Conveyance? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Description/Amt. of SqFt/Acreage Transferred:					

If Partial Conveyance, List Improvements Conveyed:

7 Transferred From

S. Charles Doc. 1

Doc. 1 - Ow

8 Transferred To

Dr

9 Other Name to Be Ind

10 Co

POLICY RESOLUTION OF THE DORCHESTER NEIGHBORHOOD ASSOCIATION, INC. TO ESTABLISH COLLECTION PROCEDURES FOR DELINQUENT ASSESSMENTS

RECEIVED
SEP 21 2004

Adopted on September 8, 2004
(date)

The following resolution has been adopted by the Association pursuant to Maryland Law, at a regular meeting of the Board of Directors.

RECITALS

1. The Association is charged with certain responsibilities regarding the care, maintenance and service of certain portions of the Dorchester Neighborhood Association, Inc.
2. The Association must have the financial ability to discharge its responsibilities.
3. The Board of Directors is required to pursue collection of assessments and other charges from delinquent owner.
4. The Board of Directors of the Association desires to adopt a uniform, non-discriminating and systematic procedure to collect assessments and other charges of the Association.

RECORDING FEE 25.00
 25.00
 Rent 0403 Rent # 9496
 RAN BJB BLK # 1221
 Sep 21 2004 11:00 AM

NOW, THEREFORE, BE IT RESOLVED that the DORCHESTER NEIGHBORHOOD ASSOCIATION, INC. does hereby adopt the following procedures and policies for the collection of assessments and other charges of the Association.

1. **Due Dates.** The annual assessment as determined by the Association and as allowed for in the Declaration, Articles of Incorporation, and Bylaws shall be due and payable in one installment due on the 1st day of March. Assessment or other charges not paid to the Association by the date listed above in which they are due shall be considered past due and delinquent.
2. **Invoices.** The Association may, but shall not be required to, invoice an owner as a condition to an owner's obligation to pay assessment or other charges of the Association. If the Association provides an owner with an invoice for annual assessments, although invoices are not required, the invoice should be mailed or sent to the owner on or around thirty (30) days before the due date. Non-receipt of an invoice shall in no way relieve the owner of the obligation to pay the amount due by the due date.
3. **Late Charges Imposed on Delinquent Installments.** An annual assessment shall be past due and delinquent if not paid by the first day of the month in which it is due. The Association shall impose a \$25.00 late charge on the outstanding or past due balance then due the Association. The late charge shall be a "common expense" for each owner who fails to timely pay any installment of the annual assessment by the 15th day of each month payment is due.
4. **Interest.** The Association shall impose interest at the highest rate allowable by Maryland Law on any unpaid balance. The interest shall be a "common expense" for each owner who fails to timely pay any installments or the amount assessed by the 15th day of the beginning month. The late charge shall be the personal obligation of the owner(s) of the unit for which such assessment or installment is unpaid. All late charges shall be due and payable immediately, without notice, in the manner provided by the Declaration (and as set forth above) for payment of assessments.

The interest shall be the personal obligation of the owner(s) of the unit for which such assessment or installment is unpaid. All interest shall be due and payable immediately, without notice, in the manner provided by the Declaration (and as set forth above) for payment of assessments.

5. Acceleration of Assessment. Pursuant to the Declaration, Article V, Section 5.02, if any owner's default in paying an installment of any assessment levied against his/her unit continues for thirty (30) days beyond the due date, the Association, at its option, may accelerate the remainder of the annual assessment and declare then due and payable in full.

6. Return Check Charges. In addition to any and all charges imposed under the Declaration, Articles of Incorporation and Bylaws, the Rules and Regulation of the Association, or this resolution, a \$50.00 fee shall be assessed against an Owner in the event any check or other instrument attributable to or payable for the benefit of such Owner is not honored by the bank or is returned by the bank for any reason whatsoever, including but not limited to insufficient funds. This returned check charge shall be a "common expense" for each owner who tenders payment by check or other instrument that is not honored by the bank upon which it is drawn. Such return check charge shall be due and payable immediately, upon demand. Notwithstanding this provision, the Association shall be entitled to all additional remedies as may be provided by applicable law. Returned check charges shall be the obligation of the owner(s) of the unit for which payment was tendered to the Association. Return check charges shall become effective on any instrument tendered to the Association for payment of sums due under the Declaration, Articles, Bylaws, Rules and Regulations, or the Resolution immediately. If two or more of a unit owner's checks are returned unpaid by the bank within any (fiscal) year, the Association may require that all of the unit owner's future payments, for a period of one year, be made by certified check or money order.

7. Attorney's Fees on Delinquent Accounts. As an additional expense permitted under the Declaration, Articles, Bylaws and statutes, the Association shall be entitled to recover its reasonable attorney's fees and collection costs incurred in the collection of assessments or other charges due the Association from a delinquent owner. The reasonable attorney's fees incurred by the Association shall be due and payable immediately when incurred, upon demand.

8. Application for payments made to the Association. Payments received from an owner will be credited in the following order:

The monthly assessment for a unit, including any accelerated or special assessment due, as applicable; payments shall be applied toward the oldest month(s) then owed.

Charges for legal fees, court costs and other costs of collection

All late charges and interest accrued, as applicable

All other charges incurred by the Association as a result of any violation by an owner, his/her family, employees agents or licensees, of the Declaration, Articles of Incorporation, Bylaws, Rules and Regulations or Resolutions.

9. Collection Letters

- a) After an annual assessment or other charge due the Association becomes fifteen (15) days past due, the Association may cause, but shall not be required to send, a "late notice" to the unit owner. The Association may simultaneously send a copy of the notice to the mortgage lender of the unit.
- b) If payment in full is not received within fifteen (15) days, the Association may, but shall not be required to, send a "Notice of Intention to Refer Account to the Attorney"

to the unit owner. The Association may simultaneously send a copy of the notice to the mortgage lender of the unit.

10. Use of Certified Mail/Regular Mail. In the event the Association shall send a collection or demand letter or notices to a delinquent owner by regular mail, the Association may also send, but shall not be required to send, an additional copy of that letter or notice by certified mail.

11. Liens. The Association may file a Notice of Lien against the property of any delinquent owner in accordance with the terms and provision of the Declaration, Articles of Incorporation, and Bylaws. A copy of the Notice of Lien shall be mailed to the Owner and to the Mortgage lender (if applicable) with a request that the lender send a letter to the delinquent owner advising the owner of the lender's option to accelerate the mortgage debt.

12. Referral of Delinquent Accounts to Attorneys. The Association may, but shall not be required to, refer delinquent accounts to its attorneys for collection for any assessment thirty (30) or more days delinquent. Upon referral to the attorney, the attorney shall take all appropriate action to collect the accounts referred.

13. Referral of Delinquent Accounts to Collection Agencies. The Association may, but shall not be required to, refer delinquent accounts to one or more collection agencies for collection. Upon referral to a collection agency, the agency shall take all appropriate action to collect the accounts referred.

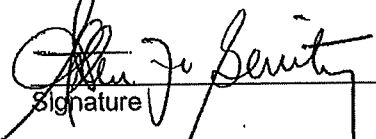
14. Collection Procedures and Time Frame. The following time frame shall be used in the collection of all installments of the assessments and other charges.

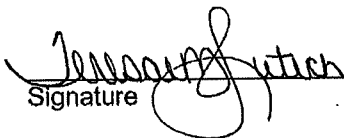
15. The Association may grant a waiver of any provision herein upon petition in writing by an owner showing a personal hardship. Such relief granted an owner shall be appropriately documented in the files with the name of the person or persons representing the Association granting the relief and the conditions of the relief. In addition, the Association is hereby authorized to extend the time for the filing of lawsuits and liens, or to otherwise modify the procedures contained herein, as the Association shall determine appropriate under the circumstances.


16. Notification to Owners. The Association shall cause all owners to be notified of the Resolution and the late charges, returned check charge, and attorney's fees to be imposed after the effective date of those provisions of this Resolution. All other policies and procedures set forth in this Resolution shall be effective immediately.

17. Ongoing Evaluation. Nothing in the Resolution shall require the Association to take specific action other than to notify homeowners of the adoption of these policies and procedures. The Association has the option and right to continue to evaluate each delinquency on a case by case basis.

IN WITNESS WHEREOF, the undersigned have executed this Resolution the 8th day of September, in the year 2004.


Signature


Signature

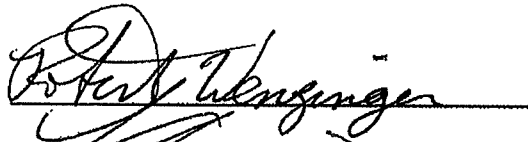

Signature

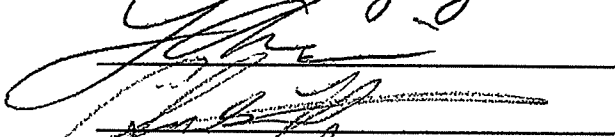
Signature

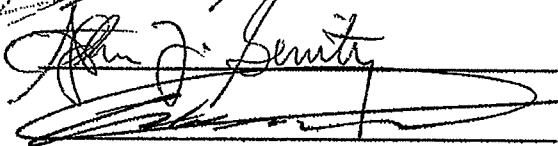
Dorchester Neighborhood Association, Inc.

RESOLUTION

Dorchester Neighborhood Association, Inc. on the 13th day of November, 2002, elects to apply all or part of the excess assessment to the following year's assessments and that such final amount shall be at the Board's discretion.







IN WITNESS WHEREOF, I have signed these Articles of Incorporation this 15th day of May 1984.

Incorporator (Signature) Scott A. Sterling

WASHINGTON)
) ss:
DISTRICT OF COLUMBIA)

I hereby certify that on this 15th day of May, 1984, before me, the Subscriber, a Notary Public in and for the above District of Columbia personally appeared Scott A. Sterling, known to me to be the person who executed the foregoing Articles of Incorporation and acknowledged the foregoing Articles of Incorporation to be his act and deed.

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

(Signature)
Jacqueline J. Tunberg
Notary Public
(SEAL)

My Commission expires:

February 28, 1985

State of Maryland
STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
WESTLAKE VILLAGE ASSOCIATION, INC.

THE ARTICLES OF INCORPORATION
OF
WESTLAKE VILLAGE ASSOCIATION, INC.

HAVE BEEN RECEIVED AND APPROVED BY THE STATE DEPARTMENT OF ASSESSMENT AND TAXATION THIS 16TH DAY OF MAY, 1984, AT 11:00 A.M. AND WILL BE RECORDED.

DEAN W. KITCHEN
BY: CORPORATE ADMINISTRATOR

<u>FEE PAID</u>	<u>FEE CODE</u>	<u>CO AMOUNT</u>	<u>DOCUMENT CODE</u>	<u>REFERENCE</u>
RECORDING FEE	61	24	53	
BONUS TAX	20	20		

STATE OF MARYLAND
STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

COLTON & BAYKIN 240C3011837
ATTN: M. DELL
1025 THOMAS JEFFERSON STREET, NW
SUITE 500 EAST
WASHINGTON DC 20007

THE ARTICLES OF AMENDMENT
OF
WESTLAKE VILLAGE ASSOCIATION, INC.

HAVE BEEN RECEIVED AND APPROVED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION THIS 25TH
DAY OF MAY, 1988, AT 12:53 P.M. AND WILL BE RECORDED.

DEAN W. KITCHEN
By: CORPORATE ADMINISTRATOR

<u>FEE PAID</u>	<u>AMOUNT</u>
RECORDING FEE	24.00
CERTIFIED COPY	6.00

TOTAL - \$30.00

THE ACCOUNT NUMBER WITH THIS OFFICE IS D1715218

301 West Preston Street, Baltimore, Maryland 21201/
Phone: 225-1340

ARTICLES OF AMENDMENT
OF
WESTLAKE VILLAGE ASSOCIATION, INC.

PREAMBLE

On May 16, 1984, the Articles of Incorporation of Westlake Village Association, Inc. (the "Articles"), a nonstock corporation, were approved and received for record by the State Department of Assessments and Taxation of Maryland. On October 16, 1984, the Clerk of the Circuit Court of Charles County recorded the Articles at Liber 47, Page 236.

In accordance with Article X of the Articles and with the Corporations and Associations Article of the Annotated Code of Maryland, the Village Association hereby desires to amend the Articles. This amendment has been approved by a majority of the entire Village Council and no stock entitled to be voted on the matter was outstanding or subscribed at the time of approval. The Village Association has received the approval of the Veterans Administration in accordance with Article XI of the Articles. There are no members entitled to vote on the matter.

ARTICLE I.

Section 3.01 of the Articles is hereby deleted in its entirety and the following provision is substituted in lieu thereof:

3.01. General Purposes. The Association is not formed for pecuniary gain or profit, direct or indirect, to itself or its "Members," as that term is defined in Article VI of these Articles and in the Westlake Village Declaration of Covenants, Conditions and Restrictions and Reservation of Easements (the "Westlake Village Declaration"). The general purposes for which the Association is formed are as follows: (a) to provide an appropriate mechanism for the provision and support of the various amenities, facilities and services common to the Lancaster Neighborhood; and (b) to enhance and protect the value, desirability and attractiveness of those neighborhoods and the permanent improvements therein. The Village Association shall maintain and operate facilities and services within Westlake Village not owned, maintained and operated by the neighborhood associations and may participate with other village associations in maintaining and operating facilities and services within St. Charles Communities not owned, maintained and operated by neighborhood associations or other village association. Reference is made to the Declaration of Covenants, Conditions and Restrictions and Reservation of Easements of the Lancaster Neighborhood, Hampshire Neighborhood and Dorchester Neighborhood, and the Westlake Village Declaration, each of which is recorded with the Clerk of the Circuit Court of Charles County, Maryland, for a description of the real property which together constitutes Westlake Village.

ARTICLE II.

Article VI of the Articles is hereby deleted in its entirety and the following provision is substituted in lieu thereof:

ARTICLE VI -- Membership

6.01. The Village Association shall have six (6) classes of Members. The rights, privileges and qualifications of each class of Members shall be as set out below and as provided in the Bylaws of the Village Association.

Class A. Lancaster Director Members. Each person holding the office of director of the Lancaster Neighborhood Association, Inc. shall be a Member of the Village Association for so long as such person is a director of the Lancaster Neighborhood Association, Inc. The Lancaster Director Members shall be entitled to elect from among that class of Members two Delegates to the Village Council.

Class B. Lancaster Members. Each person who is a Member of the Lancaster Neighborhood Association, Inc. shall be a Member of the Village Association for so long as such person is a Member of the Lancaster Neighborhood Association, Inc. The Lancaster Members shall be entitled to elect one Delegate to the Village Council, who need not be a Member of the Lancaster Neighborhood Association, Inc.

Class C. Hampshire Directors Members. Each person holding the office of director of the Hampshire Neighborhood Association, Inc. shall be a Member of the Village Association for so long as such person is a director of the Hampshire Neighborhood Association, Inc. The Hampshire Director Members shall be entitled to elect from among the class of Members two Delegates to the Village Council.

Class D. Hampshire Members. Each person who is a Member of the Hampshire Neighborhood Association, Inc. shall be a Member of the Village Association for so long as such person is a Member of the Hampshire Neighborhood Association, Inc. The Hampshire Members shall be entitled to elect one Delegate to the Village Council, who need not be a Member of the Hampshire Neighborhood Association, Inc.

Class E. Dorchester Director Members. Each person holding the office of director of the Dorchester Neighborhood Association, Inc. shall be a Member of the Village Association for so long as such person is a director of the Dorchester Neighborhood Association, Inc. The Dorchester Director Members shall be entitled to elect from among that class of Members two Delegates to the Village Council.

Class F. Dorchester Members. Each person who is a Member of the Dorchester Neighborhood Association, Inc. shall be a Member of the Village Association for so long as such person is a Member of the Dorchester Neighborhood Association, Inc. The Dorchester Members shall be entitled to elect one Delegate to the Village Council, who need not be a Member of the Dorchester Neighborhood Association, Inc.

ARTICLE III -- Village Council

7.01. Management by Village Council. The affairs of the Village Association shall be managed by the Village Council. No Delegate need be a Member of the Village Association.

7.02. Initial Board. The initial Village Council shall consist of three Delegates who shall hold office until the election of their successors. The names of those persons who shall comprise the initial Village Council are:

1. Charles E. Stuart;
2. Edwin L. Kelly; and
3. Raymond Keeney.

Commencing with the election of Delegates at the first annual meeting of Members of the Village Association, the Village Council shall be increased to a total of nine (9) Delegates, two of whom are elected by the Lancaster Director Members, one by the Lancaster Members, two by the Hampshire Director Members, one by the Hampshire Members, two by the Dorchester Director Members, and one by the Dorchester Members.

7.03. Classes of Delegates. The Village Council shall be divided into the following classes of Delegates:

Class 1. Lancaster Neighborhood Delegates who shall be the Delegates elected by the Lancaster Director Members and the Lancaster Members.

Class 2. Hampshire Neighborhood Delegates who shall be the delegates elected by the Hampshire Director Members and the Hampshire Members.

Class 3. Dorchester Neighborhood Delegates who shall be the Delegates elected by the Dorchester Director Members and the Dorchester Members.

The affirmative vote of a majority of each class of Delegates then in office shall be required in order to approve any matter or action before the Village Council.

Article IV.

Except as specifically amended hereby, the Articles shall remain in full force and effect according to its original terms.

IN WITNESS WHEREOF, the Westlake Village Association, Inc., acting by and through the Village Council has executed these Articles of Amendment as of this 29th day of April, 1988.

WESTLAKE VILLAGE ASSOCIATION
INC., a Maryland nonprofit,
nonstock corporation

WITNESS:

By: Its Village Council

<u>(Signature)</u> George Staber	By: <u>(Signature)</u> Charles E. Stuart Chairperson
<u>(Signature)</u> George Staber	<u>(Signature)</u> Edwin L. Kelly Vice Chairperson
<u>(Signature)</u> George Staber	<u>(Signature)</u> Raymond Keeney Assistant Vice Chairperson

[CORPORATE SEAL]

THE STATE OF MARYLAND)

) ss:

COUNTY OF CHARLES)

On this 29th day of April, 1988, before me appeared Charles E. Stuart, Edwin L. Kelly, and Raymond Keeney, to me personally known, who, being by me duly sworn, did say that they are the Chairperson, Vice Chairperson, and Assistant Vice Chairperson, respectively (collectively the "Delegates"), to the Village Council of Westlake Village Association, Inc., that the seal affixed to the foregoing is the corporate seal of Westlake Village Association, Inc., and that the instrument was executed on behalf of Westlake Village Association, Inc. by authority of its Village Council and that Charles E. Stuart, Edwin L. Kelly, and Raymond Keeney acknowledged the instrument to be their free act and deed acting on behalf of Westlake Village Association, Inc.

(Signature) Patricia M. Brosco
Notary Public

[NOTARIAL SEAL]

My Commission Expires:

July 1, 1990

BYLAWS
OF
WESTLAKE VILLAGE ASSOCIATION, INC.

ARTICLE I -- Definitions

The words in these Bylaws which begin with Capital Letters (other than words which would normally be capitalized) shall have the meanings assigned to them by the "Declaration" and the "Articles of Incorporation" unless such a meaning would be manifestly improper or unreasonable in the context in which such capitalized word is used. "Declaration" means the Westlake Village Declaration of Covenants, Conditions, and Restrictions and Reservation of Easements, which is recorded in the land records of Charles County, Maryland. "Articles of Incorporation" means the Westlake Village Association, Inc. Articles of Incorporation.

ARTICLE II -- Offices

Section 2.01. The registered office of the Westlake Village Association, Inc. (the "Village Association") shall be located at 222 Smallwood Village Center, St. Charles, Maryland 20601.

Section 2.92. The Village Association may also have offices at such other places within the State of Maryland as the Board of Delegates may from time to time determine or the business of the Association may require.

ARTICLE III -- Members

Section 3.01. Voting Rights of Members. The Village Association shall have four (4) classes of Members in accordance with the provisions of Section 6.01 of the Articles of Incorporation. The rights, privileges and qualifications of each class of Members shall be as set out in the Articles of Incorporation, the Declaration and these Bylaws. Each Member shall be entitled to one vote, according to his class of membership (unless otherwise provided in these Bylaws) on each matter submitted to a vote of the Members subject to the following exceptions and conditions:

(a) The Developer shall have three (3) votes as a Lancaster Member for each unoccupied residence constructed or planned to be constructed on land within the Lancaster Neighborhood and three (3) votes as a Hampshire Member for each unoccupied residence constructed or planned to be constructed on land within the Hampshire Neighborhood. Said residences shall not exceed the total number allowed in accordance with zoning densities established pursuant to applicable zoning regulations.

(b) The suspension or termination of a Member's voting rights as a member of the Lancaster Neighborhood Association, Inc. or Hampshire Neighborhood Association, Inc., as the case might be, shall comparable and automatically suspend or terminate the voting rights of that Member in the Village Association.

(c) A Member may hold membership in more than one class and, in such event, shall be entitled to vote separately as a Member of each class.

Section 3.02. Annual Meetings. The Village Association shall hold an annual meeting of the Members for the transaction of any business within the powers of the Village Association. The first annual meeting shall be held six months after conveyance of the first Lot to an Owner other than the Developer. Subsequent annual meetings shall be held on the last day of October which is not a Sunday or legal holiday. Failure to hold an annual meeting at the designated time shall not, however, invalidate the corporate existence, terminate the tenure of any Delegate before his successor is elected and qualified, or otherwise affect valid corporate acts. Any business of the Village Association may be transacted at an annual meeting without being specially designated in the notice of such meeting, except business which is specifically required by statute, the Articles of Incorporation or the Declaration to be stated in the notice.

Section 3.03. Special Meetings. At any time in the interval between annual meetings and from time to time, special meetings of the Members may be called by the Chairman of the Village Council, by the President, by the Manager of the Village Association or by a majority of the Village Council. In addition, the Manager of the Village Association, in his capacity as Secretary, shall call a special meeting of the Members on the written request of Members entitled to cast at least twenty-five percent (25%) of the votes entitled to be cast at the meeting, by all of the Members without regard to class or on the written request of Members entitled to cast at least fifty percent (50%) of the votes entitled to be cast by any class of Members.

Section 3.04. Place of Meetings. All meetings shall be held at the registered office of the Village Association, or at such other place or places within the State of Maryland as may from time to time be designated by the Village Council.

Section 3.05. Notice of Meetings.

(a) Written notice stating the place, day and hour of the annual meeting of the Members and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered to each Member entitled to vote at the meeting, personally or by mail, not less than 10 days nor more than 90 days before the date of the meeting (except as a

different time is specified in subsection (b)). If mailed, notice shall be deemed to be delivered when deposited in the United States mail addressed to the Member at his last known address as it appears on the records of the Village Association, with postage prepaid.

(b) Notwithstanding subsection (a) above, a waiver of notice in writing, signed by a Member entitled to such notice, whether prior to, at or after the holding of the meeting, shall be equivalent to the giving of such notice to that Member. A Member who attends a meeting shall be deemed to have waived notice of the meeting unless he attends for the express purpose of objecting because the meeting is not lawfully called or convened.

(c) Certain First Mortgagees are entitled to notice of meetings of Members under Article VII of the Declaration.

Section 3.06 Quorum.

(a) Unless otherwise provided in the Articles of Incorporation, at any meeting of Members, the presence in person or by proxy, of Members entitled to cast the following percentages of all of the votes entitled to be cast by each class of Members shall constitute of quorum:

<u>Class of Members</u>	<u>Percentage Required for Quorum</u>
Lancaster Director Members	50%
Lancaster Members	10%
Hampshire Director Members	50%
Hampshire Members	10%

(b) This section shall not affect any requirement under statute, the Declaration or under the Articles of Incorporation of the Village Association as to the vote necessary for the adoption of any measure.

(c) In the absence of a quorum, without regard to class, the Members present in person or by proxy, by majority vote taken and without notice other than by announcement, may adjourn the meeting from time to time until a quorum shall attend. In addition, at such a meeting where a quorum of Members is not present a majority of the Members present in person or by proxy may call a further meeting of Members, in accordance with the provisions of the Annotated Code of Maryland Corporations and Associations, Section 5-206 or other applicable law, and at such further meeting the percentages of votes required to constitute a quorum of each class shall each be reduced to one-half of the percentage specified above and the Members by majority vote of each class present in person or by proxy may take any action, including, without limitation, the election of Delegates to the Village Council, which might have been taken at the original meeting had a sufficient number of Members been present.

Section 3.07. Votes Required. On each matter submitted to the Members for a vote, a majority of the votes cast by each class of Members at a meeting duly called and at which a quorum is present shall be sufficient for passage or approval, unless otherwise provided in the Declaration, the Articles of Incorporation, Maryland law, or these Bylaws.

Section 3.08. Manner of Casting Votes. On any matter submitted to the Members for a vote, any Member entitled to vote may cast his vote by any of the following means:

(a) By personally attending the meeting and casting his vote (in the case of a Member who is an individual).

(b) By written proxy.

(c) By mail, if the Village Council has prescribed rules and regulations under which that vote may be taken of Members by mail.

Section 3.09. Regulations. The Village Council may by resolution adopt regulations for any or all meetings of the Members, consistent with the Declaration, the Articles of Incorporation, and these Bylaws, in regard to proof of membership in the Village Association, evidence of right to vote, determination of the number of votes to which each Member is entitled, appointment and duties of inspectors of votes, registration of Members for voting purposes, and other matters concerning the conduct of meetings and voting. Such regulations and any amendments of them shall (a) be distributed to Members with the notice of the first meeting of Members following their adoption and (b) be available for inspection by any Member (i) at the principal office of the Village Association during regular business hours and (ii) at each meeting of Members.

Section 3.10. Rules of Procedure. The rules of order and all other matters or procedure at any meeting of Members shall be determined by the Chairman of the Village Council.

ARTICLE IV -- Village Council

Section 4.01. Powers. The business and affairs of the Village Association shall be managed by the Village Council. The Village Council may exercise all of the powers of the Village Association, except those which are, by the laws of Maryland, the Articles of

incorporation, the Declaration or these Bylaws, conferred upon or reserved to the Members. The Village Council may employ any employees, consultants, professional advisors, or independent contractors it deems necessary, and may prescribe their duties. The Village Council may appoint whatever committees it deems appropriate in carrying out its duties.

Section 4.02. Duties. The Village Council shall perform all of the following duties:

- (a) Cause to be kept a complete record of all its actions and proceedings and of all actions and proceedings of each of its committees, which shall be available for inspection and (at a reasonable charge) copying by any Member during normal business hours.
- (b) Supervise all officers, agents and employees of the Village Association, and see that their duties are properly performed.
- (c) As more fully provided in the Declaration:
 - (1) fix the amount of the Annual Charge and any Special Charge levied against each neighborhood association; and
 - (2) send written notice of such Charges to the neighborhood associations by whom they are payable.
- (d) Draft, revise, adopt and amend rules and regulations relating to the government of the Village Association.
- (e) Perform all other duties assigned to it by the Declaration and the Articles of Incorporation.

Section 4.03. Number, Election and Removal of Delegates.

- (a) **Initial Board.** The Initial Village Council shall consist of three Delegates, named in the Articles of Incorporation, who shall hold office until the election and qualification of their successors.
- (b) **Subsequent Boards.** Beginning with the first annual meeting of Members, the Members shall, at each annual meeting, elect the number of Delegates to the Village Council specified in the Articles of Incorporation to hold office until their successors are elected and qualify. At any meeting of Members, duly called and at which a quorum is present, any class of Members may, by the affirmative vote of a majority of the Members of that class entitled to cast votes thereon, remove from office any Delegate or Delegates elected by that class of Members with or without cause, and may elect a successor or successor to fill any resulting vacancies for the unexpired terms of removed Delegates.

In lieu of electing Delegates at the annual meeting of the Members, the Delegates to the Village Council may be elected in accordance with the following procedures:

- (1) The Lancaster Neighborhood Delegates to be elected by the Lancaster Director Members may be elected at any regular or special meeting of the board of directors of the Lancaster Neighborhood Association, Inc.;
- (2) The Lancaster Neighborhood Delegates to be elected by the Lancaster Members may be elected at any annual or special meeting of the members of the Lancaster Neighborhood Association, Inc.;
- (3) The Hampshire Neighborhood Delegates to be elected by the Hampshire Director Members may be elected at any regular or special meeting of the board of directors of the Hampshire Neighborhood Association, Inc.; and
- (4) The Hampshire Neighborhood Delegates to be elected by the Hampshire Members may be elected at any annual or special meeting of the members of the Hampshire Neighborhood Association, Inc.

A Delegate need not be a Member of the Village Association. Each Delegate shall serve for a term of one year and until his successor is elected and qualified, unless such term shall have earlier terminated by such Delegate's resignation, death, removal or otherwise.

- (c) **Vacancies.** In the event of the death, resignation or removal of a Delegate, his successor shall be selected by the Members of the class which elected such Delegate and shall serve for the unexpired term of his predecessor.

Section 4.04. Compensation. No Delegate shall receive compensation for any service he may render to the Village Association as a Delegate. However, any Delegate may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 4.05. Action by the Village Council.

- (a) **Regular Meetings.** Except as permitted by this Section 4.05, any approval or disapproval of actions or resolutions by the Village Council shall be by vote of the Delegates taken at a regular meeting. Regular meetings of the Village Council may be called by the President of the Village Association or by a majority of the Delegates

(b) Conference Telephone. The Village Council or any of its committees may meet by means of conference telephone or similar communication equipment by means of which all persons participating in the meeting can hear and speak to each other and participation by such means shall constitute presence in person at the meeting. Such meetings may be called by the President of the Village Association or by a majority of the Delegates. One or more persons may also participate in a regular or special meeting of the Village Council or any of its committees by such means.

(c) Written Action Without a Meeting. To the extent permitted by Maryland law, any action required or permitted to be taken at a meeting of the Village Council or of any of its committees may be taken without a meeting, if a unanimous written consent which sets forth the action is signed by each Delegate, or, in the case of committee action, by each Member of the committee, and is filed with the minutes of proceedings of the Village Council or the committee.

(d) Time and Place of Meeting. Each meeting of the Village Council shall be held at such time and at such place within the State of Maryland as the person or persons calling the meeting may designate or at such other place inside or outside the State of Maryland as may be agreed upon by all of the Delegates.

Section 4.06. Open Meetings.

(a) Meetings to be Open to Members. All regular and emergency meetings of the Village Council shall be open to all Members of the Village Association. The Delegates, upon the affirmative vote of a majority of the Delegates present at a meeting, may meet in executive session to discuss any action, matter or resolution before the Village Council but any vote on such action, matter or resolution shall be taken at an open meeting.

(b) Notice to Members of Meetings. Notice of each regular meeting of the Village Council shall be given to the Members of the Village Association at least three days before the meeting by posting in a prominent location at the Lancaster Neighborhood Center and Hampshire Neighborhood Center for at least three days before the meeting. The Village Council, to the extent practical, shall attempt to give notice of each meeting at a prominent location at the Lancaster Neighborhood Center and Hampshire Neighborhood Center provided, however, that no action, matter or resolution approved or disapproved by the Village Council at an emergency meeting shall be invalid by reason of the failure to give notice of such meeting to the Members.

Section 4.07. Notice of Meetings to Delegates.

(a) Written Notice. Written notice of the place, day and hour of every regular and special meeting of the Village Council shall be delivered to each Delegate at least two days before the meeting (five days in the case of notice given by mail), either personally or by mail. If mailed, notice shall be deemed to be delivered when deposited in the United States mail addressed to the Delegate at his address as it appears on the records of the Village Association, with postage prepaid. Unless required by these Bylaws or by resolution of the Village Council, no notice of any meeting of the Village Council need state the business to be transacted at the meeting.

(b) Written Waiver. No notice of any meeting of the Village Council need be given to any Delegate who, either before, during or after the holding of the meeting, waives such notice in writing.

(c) Waiver by Attendance. Attendance of a Delegate at any meeting shall constitute waiver of notice of the meeting except where a Delegate attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

(d) Adjournment. Any meeting of the Village Council, regular or special, may be adjourned from time to time and reconvened at the same or some other place, and no notice need be given of any such adjourned meeting other than by announcement.

Section 4.08. Quorum and Voting: At all meetings of the Village Council, a majority of each class of Delegates specified in the Articles of Incorporation shall constitute a quorum for the transaction of business. Except in cases in which it is by statute, by the Articles of Incorporation or by these Bylaws otherwise provided, the vote of a majority of each class of Delegates present at a duly constituted meeting shall be sufficient to elect and pass any measure. In the absence of a quorum, the Delegates present, by majority vote of all such Delegates without regard to class and without notice other than by announcement, may adjourn the meeting from time to time until a quorum shall be present, at which reconvened meeting any business may be transacted which might have been transacted at the meeting as originally notified.

ARTICLE V – Officers and Their Duties

Section 5.01. Chairman. The Village Council shall in each year elect a Chairman from among the Delegates. The Chairman shall preside at all meetings of the Village Council and meetings of Members at which he shall be present and shall and may exercise such additional powers and duties as are from time to time assigned to him by the Village Council.

Section 5.02. Manager. The Village Council shall in each year elect one person (who need not be a Member of the Village Association) to serve as the Manager of the Village Association. The Manager of the Village Association shall, ex officio, be the Secretary and the Treasurer of the Village Association. The Manager shall generally advise the Village Association in the conduct

and operation of its affairs. In the absence of the Chairman, the Manager shall preside at all meetings of the Members and of the Village Council at which he shall be present; he shall have general charge and supervision of the business of the Village Association; he may sign and execute bonds, contracts or other instruments, except in cases in which the signing and execution thereof shall have been expressly delegated by the Members of the Village Council or express provision of the Articles of Incorporation or of these Bylaws to some other officer or agent of the Village Association; and he shall perform such other duties as from time to time may be assigned to him by the Village Council.

As Secretary of the Village Association, the Manager shall keep the minutes of meetings of the Members and of the Village Council in books provided for the purpose; he shall see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; he shall be custodian of the records of the Village Association; he shall see that the corporate seal of the Village Association is affixed to all documents and execution of which, on behalf of the Village Association, under its seal, is duly authorized, and when the corporate seal is so affixed he may attest the same; and he shall, in general, perform all duties incident to the office of secretary of a corporation.

As Treasurer of the Village Association, the Manager shall have charge of and be responsible for all funds, receipts and disbursements of the Village Association, and shall deposit, or cause to be deposited, in the name of the Village Association, all monies or other valuable effects in such banks, trust companies or other depositories as shall, from time to time be selected by the Village Council, he shall render to the Village Council whenever requested, an account of the financial condition of the Village Association, and, in general, he shall perform all the duties incident to the office of treasurer of a corporation.

The Manager shall serve at the pleasure of the Village Council.

Section 5.03. Additional Executive Officers. The Village Council shall choose a President and one or more Vice-Presidents (who shall perform such duties and have such responsibilities as (i) are expressly assigned to them by these Bylaws, or (ii) are customary for the president or vice-president of a corporation and are not expressly delegated by these Bylaws or by the Members or by resolution of the Village Council to the Chairman or Manager or some other officer) and may choose one or more assistant managers, one or more assistant secretaries and one or more assistant treasurers; none of who need be a Delegate to the Village Council, but all of whom shall be Members of the Village Association. Any two or more of the offices mentioned in this Article may be held by the same person; but no officer shall execute, acknowledge or verify any instrument in more than one capacity if such instrument be required by statute, by the Articles of Incorporation, by these Bylaws or by resolution of the Village Council to be executed, acknowledged or verified by any two or more officers. In the event of a vacancy in any office provided for in this Section, by reason of death, removal, resignation or otherwise, the Village Council may either fill the vacancy or, except for the office of President, abolish such office.

The assistant officers, if any, described in this Section shall have such duties as may from time to time be assigned to them by the Village Council or by the Manager.

Section 5.04. Compensation. None of the officers of the Village Association (other than the Manager or assistant managers) shall be compensated by the Village Association for services rendered in the capacity of such office. Any such officers (other than the Manager or assistant managers) who serve the Village Association in any other capacity, however, may receive compensation therefor. The manager and any assistant managers may receive such compensation as may be determined from time to time by resolution of the Village Council.

Section 5.05. Removal. Any officer or agent of the Village Association may be removed by the Village Council, whenever, in its judgment, the best interests of the Village Association be served thereby, with or without cause.

ARTICLE VI - Finance

Section 6.01. Checks, Drafts, Etc. All checks, drafts, and orders for the payment of money, notes and other evidences of indebtedness, issued in the name of the Village Association, shall, unless otherwise provided by resolution of the Village Council, be signed by the Manager and counter-signed by the President of the Village Association.

Section 6.02. Annual Reports. The Manager shall prepare annually a full and correct statement of the affairs of the Village Association, including a balance sheet and a financial statement of operations for the preceding calendar year, which shall be submitted at the annual meeting of the Members and filed within twenty days thereafter at the principal office of the Village Association.

Section 6.03. Fiscal Year. The fiscal year of the Village Association shall be the twelve calendar month period ending December 31st of each year, unless otherwise provided by resolution of the Village Council.

Section 6.04. Assessment of Annual Charge. As soon as may be practical in each year, the Village Association shall develop an estimated budget for the succeeding year and the Village Council shall declare an Annual Charge against the Lancaster Neighborhood Association, Inc. and Hampshire Neighborhood Association, Inc. in an amount sufficient to fund such estimated budget. Such Annual Charge shall be paid by said associations in proportion to the number of dwelling units completed and occupied or available for occupancy in their respective neighborhoods, at the beginning of the fiscal year of the Village Association. The Delegates, from time to time, may impose Special Charges upon the Lancaster Neighborhood Association, Inc. and Hampshire Neighborhood Association, Inc., (computed according to the proportions specified above) provided that the total charges imposed

on any of said associations shall not be less than 10% nor more than 25% of the Annual Assessments received by that association in any assessment year. The term "Annual Assessments" shall have the meaning assigned to it in the Declarations of Covenants, Conditions and Restrictions and Reservation of Easements recorded or to be recorded in the Clerk's Office for the Circuit Court of Charles County, Maryland, against Lancaster Neighborhood and Hampshire Neighborhood, respectively.

Section 6.05. Borrowing by the Village Association. In order to secure the repayment of any and all sums borrowed by the Village Association from time to time, the Village Council may:

- (i) assign and pledge revenues received, and to be received, by it;
- (ii) enter into agreements with noteholders with respect to the collection and disbursements of funds, including, but not limited to, agreements wherein the Village Association covenants:
 - (a) to impose the Charges specified hereinabove on a given day in each year and, subject to the limitation as to the amount of such Charges specified hereinabove, to assess the same at a particular rate or rates;
 - (b) to establish sinking funds and/or other security deposits;
 - (c) to apply funds received by the Village Association to the payment of all principal and interest, when due, on such loans, or to apply the same to such purpose after providing for costs of collection;
 - (d) to provide for the custody and safe-guarding of all funds received by the Village Association.

The amount, term, rate or rates of all borrowing and the provisions of all agreements with noteholders shall be subject to the decision of the Village Council; provided, however, that, so long as the Developer controls the boards of directors of the neighborhood associations in Westlake Village, the schedule of repayment of any borrowing shall be such as will assure that such repayments will not at any time impair the ability of the Village Association to carry out its functions in a satisfactory manner.

The provisions contained above shall not apply to borrowings in an aggregate amount not to exceed \$50,000 at any one time outstanding, which the Village Council designates as excluded from such provisions.

Section 6.06. Carryover of Unused Funds. The Village Association shall not be obligated to spend in any calendar year all the sums collected in such year and may carry forward, as surplus, and balance remaining; nor shall the Village Association be obligated to apply any such surpluses to the reduction of the amount of the charges in the succeeding year, but may carry forward from year to year such surplus as the Village Council in its absolute discretion may determine to be desirable for the greater financial security of the Village Association and the effectuation of its purposes.

ARTICLE VII -- Miscellaneous

Section 7.01. Books and Records. The books, records and papers of the Village Association (including but not limited to complete and accurate copies of the Declaration, the Articles of Incorporation, and these Bylaws) shall at all times, during reasonable business hours, be subject to inspection by any Member and by any First Mortgagee which has notified the Village Association of its mortgagee status pursuant to the Declaration. Any Member shall also be entitled to a copy of the financial statements of the Village Association for any one or more fiscal years of the Village Association upon payment of a reasonable charge to defray the cost of reproduction.

Section 7.02. Seal. The Village Council shall adopt a suitable corporate seal for the Village Association. The Village Council may authorize one or more duplicate seals and provide for their custody.

Section 7.03. Amendments. Any and all provisions of these Bylaws may be altered or repealed and new Bylaws may be adopted at any annual meeting of the Members, or at any special meeting called for that purpose, except that the Federal Housing Administration or Veterans Administration shall have the right to veto such amendments so long as the Developer controls the boards of directors of the neighborhood associations in Westlake Village.

Section 7.04. Consistency of Declaration, Articles of Incorporation and Bylaws. These Bylaws shall be construed and interpreted in a manner which is consistent with the terms and provisions of the Articles of Incorporation and the Declaration. The terms and provisions of the Articles of Incorporation and the Declaration shall be controlling over any inconsistent provision contained in these Bylaws.

Section 7.05. Captions and Cross References. The captions of articles, sections, and subsections of these Bylaws are for reference only and shall be disregarded in construing these Bylaws. Any reference in these Bylaws to a specified "Article," "Section," or "Subsection" shall be construed, unless otherwise explicitly stated, as referring, respectively, to an article of these Bylaws, a section of these Bylaws or a subsection of the section of these Bylaws in which the reference appears.

Section 7.06. Gender. The masculine gender, where used in these Bylaws, shall include the feminine and the neuter.

ARTICLES OF INCORPORATION
WESTLAKE VILLAGE ASSOCIATION, INC.

ARTICLE I -- Organization

The undersigned Incorporator, Scott A. Sterling, whose post office address is 1133 15th Street, N.W., Washington, D.C. 20005, being at least eighteen years of age, hereby executes these Articles of Incorporation with the intention of forming a nonstock, non-profit corporation under and by virtue of the General Laws of the State of Maryland.

ARTICLE II -- Name

The name of the corporation is WESTLAKE VILLAGE ASSOCIATION, INC. (which is hereinafter called the "Village Association").

ARTICLE III -- Purposes and Powers

3.01. General Purposes. The Association is not formed for pecuniary gain or profit, direct or indirect, to itself or its "Members," as that term is defined in Article VI of these Articles and in the Westlake Village Declaration of Covenants, Conditions and Restrictions and Reservation of Easements (the "Westlake Village Declaration"). The general purposes for which the Association is formed are as follows: (a) to provide an appropriate mechanism for the provision and support of the various amenities, facilities and services common to the Lancaster and Hampshire Neighborhoods; and (b) to enhance and protect the value, desirability and attractiveness of those neighborhoods and the permanent improvements therein. The Village Association shall maintain and operate facilities and services within Westlake Village not owned, maintained and operated by a neighborhood association and may participate with other village associations in maintaining and operating facilities and services within St. Charles Communities not owned, maintained and operated by neighborhood associations or other village associations. Reference is made to the Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for the Lancaster Neighborhood and Hampshire Neighborhood and the Westlake Village Declaration, each of which is recorded with the Clerk of the Circuit Court of Charles County, Maryland, for a description of the real property which together constitutes Westlake Village.

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

- (a) To own, construct, operate and maintain storm water channels, ditches, lakes, basins and facilities of every kind and nature.
- (b) To do any and all lawful things and acts within its powers, as set forth in these Articles, which the Village Association from time to time may deem appropriate in order to benefit, aid, promote and provide for the peace, health, safety, convenience, comfort and general welfare of the owners of property in, and the residents of, Westlake Village.
- (c) To assist the Developer in the conduct of its activities and performance of its responsibilities relating to the operation, maintenance and development of recreational facilities and services within Westlake Village.
- (d) To operate and maintain any and all property or facilities which it may acquire for the use and benefit of its Members.

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

- (a) To purchase, lease, hire, receive donations of, or otherwise acquire, hold, own, develop, improve, construct, alter, maintain and operate, and to aid and subscribe toward the acquisition, development, improvement or alteration of real and personal property, and rights and privileges therein suitable or convenient for the purposes of the Village Association.
- (b) To purchase, lease, hire, receive donations of, or otherwise acquire, by lawful means, hold, own, develop, erect, construct, alter, improve, manage, maintain and operate, and to aid and subscribe toward the acquisition, construction or improvement of, systems, buildings, machinery, equipment and facilities, and any other property or appliances which may appertain to or be useful in the accomplishment of the purposes of the Village Association.
- (c) To levy, collect and disburse "Annual Charges" and "Special Charges" in accordance with and subject to the provisions of the Westlake Village Declaration and to collect and enforce all unpaid Charges as provided in the Westlake Village Declaration.
- (d) To solicit, receive and accept donations of money or property or any interest in property from the Federal Government, the State of Maryland, Charles County or any subdivision, municipality, agency or instrumentality of any of them, or from any person or entity.
- (e) To raise money with respect to any particular facility or service which the Village Association proposes to provide.
- (f) To make contracts, incur liabilities, borrow money and issue bonds, notes or other obligations and secure the same by mortgage, pledge, assignment or deed of trust of all or any part of the property, franchise or income owned by the Village Association.

(g) To engage in and sponsor activities relating to the cultural, educational, civic and social affairs of the Members of Westlake Village or St. Charles Communities as a whole, and to appear before and represent its Members in or before other groups, associations, boards, or other like organizations.

(h) To sponsor, engage in, conduct and encourage cultural, educational, social, civic and other beneficial activities relating to Westlake Village or St. Charles Communities as a whole.

(i) To have and exercise to the extent necessary or desirable for the accomplishment of the aforesaid specific purposes, and to the extent that they are not inconsistent with those general and specific purposes, (1) any and all powers expressly or impliedly conferred upon the Village Association by the terms of the Westlake Village Declaration; and (2) any and all powers conferred upon corporations of a similar character by the General Laws of the State of Maryland.

ARTICLE IV -- Office and Registered Agent

4.01. The post office address of the principal office of the Village Association in this State is: 222 Smallwood Village Center, St. Charles, Maryland 20601.

4.02. The name of the resident agent, whose address is the same as the address of the principal office of the Village Association, is Edwin L. Kelly. The resident agent is an individual actually residing in this State.

ARTICLE V -- No Stock

5.01. The Association is not authorized to issue capital stock.

ARTICLE VI -- Membership

6.01. The Village Association shall have four (4) classes of Members. The rights, privileges and qualifications of each class of Members shall be as set out below and as provided in the Bylaws of the Village Association.

Class A. Lancaster Director Members. Each person holding the office of director of the Lancaster Neighborhood Association, Inc. shall be a Member of the Village Association for so long as such person is a director of the Lancaster Neighborhood Association, Inc. The Lancaster Director Members shall be entitled to elect from among that class of Members two Delegates to the Village Council.

Class B. Lancaster Members. Each person who is a member of the Lancaster Neighborhood Association, Inc. shall be a Member of the Village Association for so long as such person is a member of the Lancaster Neighborhood Association, Inc. The Lancaster Members shall be entitled to elect one Delegate to the Village Council, who need not be a member of the Lancaster Neighborhood Association, Inc. The Delegate so elected by the Lancaster Members is referred to as the "representative to the Westlake Village Association" in the Articles of Incorporation of Lancaster Neighborhood Association, Inc.

Class C. Hampshire Director Members. Each person holding the office of director of the Hampshire Neighborhood Association, Inc. shall be a Member of the Village Association for so long as such person is a director of the Hampshire Neighborhood Association, Inc. The Hampshire Director Members shall be entitled to elect from among the class of Members two Delegates to the Village Council.

Class D. Hampshire Members. Each person who is a member of the Hampshire Neighborhood Association, Inc. shall be a Member of the Village Association for so long as such person is a member of the Hampshire Neighborhood Association, Inc. The Hampshire members shall be entitled to elect one Delegate to the Village Council, who need not be a member of the Hampshire Neighborhood Association, Inc.

ARTICLE VII -- Village Council

7.01. Management by Village Council. The affairs of the Village Association shall be managed by the Village Council. No Delegate need be a Member of the Village Association.

7.02. Initial Board. The initial Village Council shall consist of three Delegates who shall hold office until the election of their successors. The names of those persons who shall comprise the initial Village Council are:

1. Charles E. Stuart;
2. Edwin L. Kelly; and
3. Raymond Keeney.

Commencing with the election of Delegates at the first annual meeting of Members of the Village Association, the Village Council shall be increased to a total of six (6) Delegates, two of whom are elected by the Lancaster Director Members, one by the Lancaster Members, two by the Hampshire Director Members and one by the Hampshire Members.

7.03. Classes of Delegates. The Village Council shall be divided into the following classes of Delegates:

Class 1. Lancaster Neighborhood Delegates who shall be the Delegates elected by the Lancaster Director Members and the Hampshire Members.

Class 2. Hampshire Neighborhood Delegates who shall be the Delegates elected by the Hampshire Director Members and the Hampshire Members.

The affirmative vote of a majority of each class of Delegates then in office shall be required in order to approve any matter or action before the Village Council.

ARTICLE VIII -- Dissolution

Upon any liquidation, dissolution or winding up of the Village Association hereunder, the property of the Village Association, both real and personal, shall be dedicated to and vest in (i) any nonprofit corporation formed and operated for purposes similar to those set forth herein for the Village Association, (ii) Charles County, (iii) the State of Maryland, or (iv) the United States of America, in the order stated.

ARTICLE IX -- Duration

The duration of the Village Association shall be perpetual.

ARTICLE X -- Amendment

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

ARTICLE XI -- FHAVA Approval

So long as the Developer controls the Village Council, the following actions shall require the prior approval of the Federal Housing Administration or the Veterans Administration: (a) annexation of additional property; (b) mortgaging of Common Area; (c) dedication of Common Area; (d) mergers and consolidations; (e) amendment of these Articles of Incorporation; and (f) dissolution of these Articles of Incorporation.

If the approval of one of these agencies has not been communicated to the Village Association within thirty (30) calendar days after written notice has been received by it of the intended action, then that agency shall be deemed to have approved it.

WESTLAKE VILLAGE
DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS AND RESERVATION OF EASEMENTS

THIS DECLARATION is made this 27th day of June, 1984 by ST. CHARLES ASSOCIATES (the "Developer"), a Maryland limited partnership, the general partner of which is Interstate St. Charles, Inc., a subsidiary of Interstate General Corporation, a Delaware corporation, currently having its principal place of business at 222 Smallwood Village Center, St. Charles, Maryland 20601.

WITNESSETH:

WHEREAS, the Developer is the developer of a "New Community" located in Charles County, Maryland known as St. Charles Communities; and

WHEREAS, the Developer has established a mechanism for the provision and support of various amenities, facilities and services in St. Charles Communities; and

WHEREAS, this mechanism contemplates the establishment of "villages" within St. Charles Communities, each of which villages, in turn, is to consist of a number of "neighborhoods"; and

WHEREAS, the Developer has already established Smallwood Village and now desires to establish Westlake Village; and

WHEREAS, the Developer desires to establish two such neighborhoods within Westlake Village to be known as Lancaster Neighborhood and Hampshire Neighborhood; and

WHEREAS, the owners and residents of each neighborhood are to be members of a neighborhood association which, among other matters, will own and operate certain facilities and provide certain amenities to the owners and residents of the neighborhood; and

WHEREAS, the Developer will establish Lancaster Neighborhood Association, Inc. and Hampshire Neighborhood Association, Inc. as Maryland non-stock, non-profit corporations; and

WHEREAS, the Developer has prepared and will record in the land records of Charles County, Maryland the "Lancaster Neighborhood Declaration of Covenants, Conditions and Restrictions and Reservation of Easements" and the "Hampshire Neighborhood Declaration of Covenants, Conditions and Restrictions and Reservation of Easements"; and

WHEREAS, the Developer has also established Westlake Village Association, Inc. as a Maryland non-stock, non-profit corporation to provide an appropriate mechanism for the provision and support of the various amenities, facilities and services common to the Lancaster and Hampshire Neighborhoods and to enhance and protect the value, desirability and attractiveness of those neighborhoods and the permanent improvements thereon; and

WHEREAS, in order to further the purposes of Westlake Village Association, Inc., the Developer wishes to subject certain property owned by the Developer to this Declaration.

NOW, THEREFORE, the Developer hereby declares that the real estate described in Exhibit A attached hereto and made a part hereof (hereinafter the "Property") is hereby subjected to and shall be held, sold and conveyed subject to this Westlake Village Declaration of Covenants, Conditions and Restrictions and Reservation of Easements (hereinafter the "Declaration").

ARTICLE I -- DEFINITIONS

The words used above or below in this Declaration which begin with Capital Letters (other than words which would normally be capitalized) shall have the following meanings unless such a meaning would be manifestly improper or unreasonable in the context in which a word is used.

1.01. "Annual Assessments" shall mean the assessments levied by each of the Neighborhood Associations (hereinafter defined) upon Lots (hereinafter defined) within its Neighborhood (hereinafter defined); as determined by the board of directors of such Neighborhood Association in accordance with the Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for that Neighborhood.

1.02. "Annual Charge" shall mean the periodic assessment upon the Neighborhood Associations for the expenses of the Village Association (hereinafter defined), declared by the Village Council (hereinafter defined) in accordance with Section 4.01.

1.03. "Assessment Year" shall mean the twelve (12) month period corresponding to the calendar year for which Annual Charges are declared.

1.04. "Common Areas" shall mean the property now or hereafter conveyed by the Developer or a Neighborhood Association to the Village Association.

- 1.05. "Delegate" shall mean one of the six members of the "Village Council."
- 1.06. "Developer" shall mean St. Charles Associates, a Maryland limited partnership, its successors and assigns.
- 1.07. "Development Period" shall mean a period commencing January 1, 1983 and terminating either twenty (20) years from such date or earlier at the Developer's option.
- 1.08. "First Mortgagee" shall mean the Person (hereinafter defined) who holds a first mortgage or is the beneficiary of a first deed of trust on a Lot and who has notified the Village Association of such holdings or such status as a beneficiary.
- 1.09. "Improvements" shall mean all buildings, structures and other things which at the time of assessment of each Annual Assessment are taxable by the State of Maryland in Charles County as real property under applicable law.
- 1.10. "Lot" shall mean any plot of land shown upon any recorded subdivision plat of the Property or any part thereof. A condominium unit shall also be deemed to be a Lot.
- 1.11. "Member" shall mean any Person who is a member of the Village Association under the terms of Section 3.02 of this Declaration.
- 1.12. "Neighborhood" shall mean the Lots and Improvements thereon, making up the Lancaster Neighborhood and/or the Hampshire Neighborhood, as described in the appropriate subdivision plat and Declaration of Covenants, Conditions and Restrictions and Reservation of Easements recorded in the land records of Charles County, Maryland.
- 1.13. "Neighborhood Association" shall mean the Lancaster Neighborhood Association, Inc. (both Maryland non-stock, non-profit corporations).
- 1.14. "Owner" shall mean the holder of record title to the fee interest in any Lot on the Property, whether or not such holder actually resides in Westlake Village.
- 1.15. "Person" shall mean any individual, corporation, joint venture, partnership, association, joint-stock company, trust, decedent's estate, unincorporated organization or government (including without limitation any agency or political subdivision thereof).
- 1.16. "Village Association" shall mean the Westlake Village Association, Inc., a Maryland non-stock, non-profit corporation to be organized by the Developer in accordance with this Declaration.
- 1.17. "Village Council" shall mean the board of directors of the Village Association.

ARTICLE II -- COMMON AREAS

2.01. Conveyance of Common Areas by Developer. The Developer shall convey the Common Areas to the Village Association.

2.02. Members' Rights and Easements to Use of Common Areas.

(a) Every Owner, by virtue of his ownership of a Lot within a Neighborhood shall have a right and easement of enjoyment in and to the Common Areas. Such easement shall be appurtenant to and shall pass with each Lot upon transfer of the fee simple title to such Lot.

(b) Every other Member shall have a privilege and license to use and enjoy the Common Areas for so long as he is a Member.

(c) Any Owner or other Member may, in accordance with rules and regulations to be adopted hereunder by the Village Association, delegate his right or privilege to use and enjoy the Common Areas, for so long as he is a Member, to (i) his immediate family and (ii) his guests.

(d) All of the above rights, privileges, easements and licenses shall be subject to the following:

(i) The right of the Village Association to adopt, promulgate, enforce and, from time to time, amend reasonable rules and regulations pertaining to the use of the Common Areas which shall enhance the preservation of such Common Areas and the safety and convenience of the users thereof. Such rules and regulations may include limitations on the number of guest of Members who may use the Common Areas at any one time;

(ii) The right of the Village Association to establish and charge reasonable admission and other fees for the use of the Common Areas;

(iii) The right of the Village Association to suspend the right of any Owner and the privilege and license of any other Member to use all or any portion of the Common Areas for a period not to exceed sixty (60) days for a violation of this Declaration or the Articles of Incorporation or Bylaws of the Village Association or an

infraction of the rules and regulations adopted by the Village Association;

(iv) The right of the Village Association to grant easements or rights of way to any public utility corporation or public agency;

(v) The right of the Village Association, from time to time, with the approval of not less than two-thirds (2/3) of the votes entitled to be cast by each class of Members voting in person or by proxy at a meeting called for such purpose, at which a quorum is present, to borrow money for the purpose of constructing, equipping, improving or maintaining the Common Areas and, in aid thereof, to mortgage the Common Areas. The right of any mortgagee under such mortgage shall be subordinate to the right and easement of enjoyment here by granted and assured;

(vi) The right of the Village Association, pursuant to Section 2.03. below, to convey or lease any part of the Common Areas; and

(viii) All other easements, restrictions and rights of record to which the Common Areas are subject.

2.03. Conveyance of Common Areas by Village Association. Upon authorization by the Village Council and upon approval by not less than two-thirds (2/3) of the votes entitled to be cast by each class of Members who are voting in person or by proxy at a meeting duly called for such purpose, at which a quorum is present, the Village Association may at any time convey or lease all or a part of the Common Areas to any public agency, authority or utility, including without limitation, Charles County or to any private entity, upon such terms and conditions as shall be agreed upon by such agency, authority or utility and the Village Association, including without limitation, terms and conditions providing for the use of such Common Areas by the public in general and terms and conditions pertaining to the maintenance and repair of such Common Areas and the Annual Charge on the Neighborhood Associations for the costs of such maintenance and repair.

2.04. Additional Common Areas.

(a) The Developer may, from time to time, during the Development Period, convey to the Village Association for a nominal or other appropriate consideration, and the Village Association may accept conveyance of, property owned by the Developer along with any Structure, Improvement or other facility, including without limitation related fixtures, equipment and furnishings located thereon.

(b) The Village Association shall not construct any capital addition or capital improvement to the Common Areas or annex any additional Common Areas (other than as provided in subsection (a) unless such addition, improvement or annexation shall have been authorized (i) by the Village Council, and (ii) if the cost of such addition or improvement will exceed One Thousand Dollars (\$1,000.00), by not less than two-thirds (2/3) of the votes actually cast in person or by proxy by Members at a meeting duly called for such purpose, at which a quorum is present.

**ARTICLE III - VILLAGE ASSOCIATION MEMBERSHIP,
VOTING RIGHTS AND MEETINGS OF MEMBERS**

3.01. Organization of the Village Association. The Village Association has been organized as a nonprofit, non-stock corporation under the laws of Maryland to provide for the acquisition, construction, management, maintenance and care of the Common Areas and to promote the health, safety and welfare of the Owners and other Members. The Village Association is charged with such further duties and invested with such powers as are prescribed by law and set forth in its Articles of Incorporation and in this Declaration. No part of the net earnings of the Village Association shall inure to the benefit of any Member or individual, other than by (a) acquiring, constructing or providing management, maintenance and care of Common Areas and (b) rebates of any excess dues, fees or assessments.

3.02. Membership. The Village Association shall have four (4) classes of Members. The rights, privileges and qualifications of each class of Members shall be as set out below and as provided in the Articles of Incorporation and Bylaws of the Village Association.

(1) **Lancaster Members.** Each person who is a member of the Lancaster Neighborhood Association, Inc. as set forth in the Lancaster Neighborhood Declaration shall be a Member of the Village Association for so long as such Person is a member of the Lancaster Neighborhood Association, Inc. The Lancaster Members shall be entitled to elect one (1) Delegate to the Village Council, who need not be a member of the Lancaster Neighborhood Association, Inc.

(2) **Lancaster Director Members.** Each Person holding the office of director of Lancaster Neighborhood Association, Inc. shall be a Member of the Village Association for so long as such Person is a director of the Lancaster Neighborhood Association, Inc. The Lancaster Director Members shall be entitled to elect two (2) Delegates from among that class of Members to the Village Council.

(3) **Hampshire Members.** Each Person who is a member of the Hampshire Neighborhood Association, Inc., as set forth in the Hampshire Neighborhood Declaration shall be a Member of the Village Association for so long as such Person is a member of the Hampshire Neighborhood Association, Inc. The Hampshire Members shall be entitled to elect one (1) Delegate to the Village Council, who need not be a member of the Hampshire Neighborhood Association, Inc.

(4) Hampshire Director Members. Each Person holding the office of director of Hampshire Neighborhood Association, Inc. shall be a Member of the Village Association for so long as such Person is a director of the Hampshire Neighborhood Association, Inc. The Hampshire Director Members shall be entitled to elect two (2) Delegates from among that class of Members to the Village Council.

3.03. Village Council. The affairs of the Village Association shall be governed by the Village Council. The Village Council shall consist of the six (6) Delegates elected by the Lancaster Director Members, Lancaster Members, Hampshire Director Members and Hampshire Members in accordance with Section 3.02. The Village Council shall be divided into the following classes of Delegates.

Class 1: Lancaster Neighborhood Delegates. The three (3) Delegates elected by the Lancaster Director Members and the Lancaster Members.

Class 2: Hampshire Neighborhood Delegates. The three (3) Delegates elected by the Hampshire Director Members and the Hampshire Members.

The affirmative vote of a majority of each class of Delegates then in office shall be required in order to approve any matter or action before the Village Council.

3.04. Quorum for Meetings of Members. The presence, in person or by proxy, of Persons entitled to cast the following percentages of all votes entitled to be cast by a class of Members shall constitute a quorum.

Lancaster Director Members	50%
Lancaster Members	10%
Hampshire Director Members	50%
Hampshire Members	10%

If the required quorum of any class of Members is not present, another meeting may be called to the extent permitted by law.

3.05. One Vote Per Member. Each Member shall have one (1) vote, except that a Person who holds more memberships in more than one class shall have one vote within each such class.

3.06. Alternate Voting Procedure:

(a) Any vote to be taken of any class of Members upon a stated proposal or for the election of delegates may be taken by mail or other written ballot, and the number of votes necessary for the passage of the proposal or election of a Delegate shall be the same as if the vote were taken at a meeting.

(b) The Articles of Incorporation or Bylaws of the Village Association may authorize voting at meetings of the Members to include voting by proxy.

3.07. Automatic Suspension of Voting Rights. Any Member who is in violation of their respective Neighborhood Declarations, as determined by the Village Council in accordance with (a) this Declaration and (b) the rules and regulations to be adopted by the Village Council under this Declaration, shall not be entitled to vote while such violation is continuing.

ARTICLE IV -- ANNUAL CHARGES

4.01. Annual Charges Against the Neighborhood Associations.

(a) The Village Council may, no more than once during each Assessment Year, declare an Annual Charge against the Neighborhood Associations. The amount of the Annual Charge shall be payable to the Village Association by the Neighborhood Association in equal shares, within ninety (90) days after the declaration of such Annual Charge.

(b) Commencing with fiscal year 1985, each Neighborhood Association shall be obligated to pay as its share of any Annual Charge a minimum of ten percent (10%) and up to a maximum of twenty-five (25%) of the Annual Assessments received by that Neighborhood Association in its fiscal year within which the Annual Charge is declared by the Village Council.

4.02. Purpose of Annual Charge. The Annual Charge against the Neighborhood Associations shall be used exclusively to provide for the acquisition, construction, management, maintenance and care of the Common Areas and to promote the recreation, benefit, safety and welfare of the Members.

4.03. Special Charges. In addition to the Annual Charges authorized above, the Village Council may declare, in any Assessment Year, a Special Charge applicable to that Assessment Year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repairs, or replacement of any capital improvement to any of the Common Areas including fixtures and

personal property related thereto, provided that any such Special Assessment shall have been approved by two-thirds (2/3) of the votes actually cast by each class of Members at a meeting duly called for such purpose, at which a quorum is present. Such Special Charge shall be payable to the Village Association by the Neighborhood Associations, in equal shares within ninety (90) days after it is declared.

4.04. Interest on Delinquent Charges. Any portion of a Neighborhood Association's share of any Annual Charge which is not paid by the due date prescribed in Section 4.01 and any such share of any Special Charge which is not paid by the due date prescribed in Section 4.03, shall bear interest at the rate of six percent (6%) per annum from the date such Charge was due.

4.05. Remedies of Village Association. Failure of any Neighborhood Association to timely pay any portion of any Annual Charge or Special Charge shall not (a) result in the imposition of any lien or charge upon the Lot of any individual Owner in such Neighborhood; or (b) give rise to any cause of action against any Member of such Neighborhood Association. The Association may look only to the delinquent Neighborhood Association for payment of any delinquent Annual Charge or Special Charge.

4.06. Developer Control. So long as the Developer controls any Neighborhood Association, the Developer shall guarantee the payment of the Neighborhood Association's share of all Annual Charges and Special Charges.

ARTICLE V -- USE OF FUNDS

5.01. Application of Funds. The Village Association shall apply all funds received by it pursuant to this Declaration, and all other funds and property received by it from any source, to the following:

- (i) The costs and expenses of the Village Associations;
- (ii) The benefit of the Common Areas and the Members, by devoting funds to the acquisition, construction, reconstruction, alteration, enlargement, repair, maintenance, or operation of the Common Areas and improvements thereon; and
- (iii) The payment of all principal and interest when due, on all loans borrowed by the Village Association, to the extent required under any agreement with any noteholders referred to in Section 5.02.

5.02. Borrowings. In order to secure the repayment of any and all sums borrowed by it from time to time, the Village Association is hereby granted the right and power:

- (i) To assign and pledge revenue received, and to be received, by it under any provision of the Declaration;
- (ii) To enter into agreements with noteholders with respect to the collection and disbursement of funds, including, but not limited to, agreements wherein the Village Association covenants:
 - (a) to declare the Annual Charge on given day in each year and to assess the same at a particular rate or rates;
 - (b) to establish sinking funds and/or other security deposits;
 - (c) to apply funds received by the Village Association to the payment of all principal and interest, when due, on such loans, or to apply the same to such purpose after providing for costs of collection;
 - (d) to provide for the custody and safeguarding of all funds received by the Village Association.

The amount, terms, rate or rates of all borrowing and the provisions of all agreements with noteholders shall be subject to the decision of the Village Council.

5.03. Surpluses. The Village Association shall not be obligated to spend in any fiscal year all the sums collected in such year by way of Annual Charge, or otherwise, and may carry forward, as surplus, any balance remaining. The Village Association shall not be obligated to apply any such surpluses to the reduction of the amount of the Annual Charge in the succeeding fiscal year, but may carry forward from fiscal year to fiscal year such surplus as the Village Council, in its absolute discretion, may determine to be desirable for the greater financial security of the Village Association and the effectuation of its purposes.

ARTICLE VI -- ADDITIONS TO COMMON AREAS

6.01. Additions by the Developer. The Developer hereby reserves the right at any time within the Development Period to submit to, make subject to, or annex to this Declaration, any additional land for the purpose of creating new Common Areas. Such additions shall require the consent of two-thirds (2/3) of the Owners of Lots. In addition, so long as the Developer is the "Class B Member" as that term is defined in the respective Neighborhood Association's Articles of Incorporation; the additions shall require the prior approval of the Federal Housing Administration or the Veterans Administration.

6.02. Additions by the Members. Additional lands may be submitted to, made subject to, or annexed to this Declaration with the approval of two-thirds (2/3) of the votes actually cast by each class of Members at a meeting called for such purposes at which a

quorum is present,

ARTICLE VII -- GENERAL PROVISIONS

7.01. Duration.

(a) The conditions, covenants and restrictions of the Declaration shall run with and be binding upon the Land for the Development Period. During the Development Period, the provisions of this Declaration may be amended in whole or in part, or terminated, by a recorded instrument executed by at least ninety percent (90%) of the Owners of all Lots in each Neighborhood. Any such amendment shall require the prior approval of the Federal Housing Administration or the Veterans Administration. However, the Developer reserves the right to amend this Declaration during the Development Period without the consent of the Owners if the amendment is necessary to bring this Declaration into compliance with any regulation or requirement of the Federal Housing Administration, the Veterans Administration, Charles County or the State of Maryland.

(b) After the expiration of the Development Period, the conditions, covenants and restrictions of this Declaration shall run with and bind the land except to the extent that provisions of this Declaration are amended in whole or in part or terminated. Such amendment or termination shall be by means of a recorded instrument executed by at least seventy-five (75%) of the Owners of all Lots in each Neighborhood.

7.02. Professional Management. The Village Association shall be entitled to contract, either alone or in conjunction with any Neighborhood Association or other neighborhood association within St. Charles Communities, with any corporation, firm, Neighborhood Association, other neighborhood association within St. Charles Communities, other village association or other Person for the provision of services or the performance of the various duties imposed on the Village Association by this Declaration. The performance by such Person shall be deemed the performance of the Village Association for purposes of this Declaration.

7.03. Encroachments. In the event any portion of an Improvement on any Lot inadvertently encroaches upon the Common Areas as a result of the construction, reconstruction, repair, shifting, settlement or movement of any structure, a valid easement for the encroachment and for the maintenance of same shall exist so long as the encroachment exists.

7.04. Notice to and Rights of First Mortgagees. Any notice and all documents required to be provided to Owners or other Members under this Declaration or under the Articles of Incorporation or Bylaws of the Village Association shall, upon prior written request by a First Mortgagee, be provided to such First Mortgagee.

Any First Mortgagee may designate a representative to attend any meeting of the Members.

Upon prior written request, the Village Association will furnish to any First Mortgagee, notice of (a) termination of the Development Period; (b) any material amendment to this Declaration or the Articles of Incorporation or Bylaws of the Village Association; or (c) the effectuation of any decision by the Village Association to terminate professional management and assume self-management of the Common Areas.

Each First Mortgagee shall have the right to inspect the books and records of the Village Association during normal business hours. The Village Association shall deliver a copy of each annual financial statement of the Village Association to each First Mortgagee within ninety (90) days following the end of each fiscal year of the Association.

7.05. Consent of First Mortgagees. Notwithstanding compliance with the other provisions of this Declaration with regard to such actions, unless at least fifty-one percent (51%) of the First Mortgagees (based upon one vote for each First Mortgagee) of Lots in each Neighborhood have given their prior written approval:

(a) The Village Association shall not be entitled to, by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer any Common Areas. The granting of easements for public utilities or for other public purposes consistent with the intended use of such property by the Village Association shall not be deemed such a transfer.

(b) The Village Association shall not be entitled to use hazard insurance proceeds for losses of any improvements on the Common Areas for any purpose other than the repair, replacement or reconstruction of such improvements.

If any approval of any First Mortgagee has not been communicated to the Village Association within ten (10) business days after written notice has been received by it of the intended action, then that First Mortgagee shall be deemed to have approved it.

7.06. Severability. Invalidation of any one of these conditions, covenants or restrictions by judgment or court order shall in no way affect any other provision hereof which provisions shall remain in full force and effect.

7.07. Construction. The Village Council shall have the right to construe the provisions of this Declaration, and, in the absence of an adjudication by a court of competent jurisdiction to the contrary, such construction shall be final and binding as to all Persons benefitted or bound by the provisions of this Declaration.

7.08. Cross Reference. References in this Declaration to a specified "Section" or "Subsection" shall be construed respectively, as

referring to a section of this Declaration and to a subsection of the section of this Declaration in which such reference appears.

7.09. Headings. The headings of the Articles and Sections of this Declaration are for convenience only and shall not affect the meaning or construction of the contents of this Declaration.

7.10. Gender. Throughout this Declaration, the masculine gender shall be deemed to include the feminine and neuter, and the singular, the plural and vice versa.

7.11. Lease of Parcel. No Owner of a Lot shall lease to another any such Lot or part thereof unless such lease shall be in writing and shall expressly provide that the terms of such lease shall be subject in all respects to the provisions of this Declaration and the Articles of Incorporation, Bylaws and rules and Regulations of the Village Association, and that any failure by the lessee to comply with the terms of such documents shall be a default under such lease.

7.12. Federal Housing Administration and Veterans Administration Approval. As long as the Developer controls any of the Neighborhood Associations, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, dedication of Common Areas and amendment of this Declaration.

If any approval required of one of these agencies has not been communicated to the Village Association within thirty (30) calendar days after written notice has been received by it of the intended action, then that agency shall be deemed to have approved it.

IN WITNESS WHEREOF, St. Charles Associates has caused this Declaration to be executed as of the day and year first above written.

ST. CHARLES ASSOCIATES,
a Maryland limited partnership

ATTEST: By: Interstate St. Charles, Inc.,
General Partner

(Signature) Edwin L. Kelly
Secretary
By: (Signature) Charles E. Stuart
President

(CORPORATE SEAL)

STATE OF MARYLAND)
) ss:
COUNTY OF CHARLES)

On this 14th day of June, 1984, before me appeared Charles E. Stuart and Edwin L. Kelly to me personally known, who, being by me duly sworn, did say that they are the President and Secretary, respectively, of Interstate St. Charles, Inc., the sole General Partner of St. Charles Associates; that the seal affixed to the within Declaration is the corporate seal of Interstate St. Charles, Inc., and that the Declaration was executed on behalf of the Corporation by authority of its Board of Directors; and that Charles E. Stuart and Edwin L. Kelly acknowledged that the execution of the Declaration was the free act and deed of Interstate St. Charles, Inc. acting on behalf of St. Charles Associates.

WITNESS my hand and official seal.

(Signature) Martha Haupt

Notary Public

In and for said

County and State

(Seal)

My Commission Expires:

7-1-86

As owner of approximately 6.93 acres of real estate situated within the Property described in Exhibit A hereof, which real estate is known as Lancaster Town homes and which is more particularly described in Exhibit B attached hereto and made a part hereof, Interstate Condominiums, Inc. hereby consents to the within Westlake Village Declaration of Covenants, Conditions and Restrictions and Reservation of Easements (the "Declaration") and further hereby subordinates its interest in the aforementioned real estate to such Declaration, and to any modification, extension, replacement or renewal thereof approved by the Federal Housing Administration or Veterans Administration.

INTERSTATE CONDOMINIUMS, INC.

ATTEST:

(Signature)
Charles E. Stuart
Assistant Secretary

BY: (Signature)
Edwin L. Kelly
President

[SEAL]

STATE OF MARYLAND)
COUNTY OF CHARLES)

) ss:

On this 14th day of June, 1984, before me appeared Edwin L. Kelly and Charles E. Stuart to me personally known, who, being by me duly sworn, did say that they are the President and Assistant Secretary, respectively, of Interstate Condominiums, Inc.; that the seal affixed to the within Declaration is the corporate seal of Interstate Condominiums, Inc., and that the Declaration was executed on behalf of the Corporation by authority of its Board of Directors; and that Edwin L. Kelly and Charles E. Stuart acknowledged that the execution of the Declaration was the free act and deed of Interstate Condominiums, Inc.

WITNESS my hand and official seal.

(Signature) Martha Haupt
County and State

Notary Public in and for said

[SEAL]

My Commission Expires:

7-1-86

As the Trustees under a certain Deed of Trust executed by Interstate Condominiums, Inc. for the benefit of Mellon Financial Services Corporation #8 dated May 3, 1984 and recorded May 4, 1984 in the Land Records of Charles County, Maryland at Liber 982, Folio 04, which Deed of Trust encumbers certain real estate known as Lancaster Town homes situated within the Property described in Exhibit A hereof, and which real estate is more particularly described in Exhibit B attached hereto and made a part hereof, Dwight M. Callantine and Julia F. Gallin hereby consent to the within Declaration and further hereby agree to subordinate the aforementioned Deed of Trust to such Declaration, and to any modification, extension, replacement or renewal thereof approved by the Federal Housing Administration or Veterans Administration

WITNESS:

(Signature) (Signature)
Dwight M. Callantine

Trustee

(Signature) (Signature)
Julia F. Gallin

Trustee

STATE OF VIRGINIA)

) ss:

COUNTY OF FAIRFAX)

On this 15th day of June, 1984, before me appeared Dwight M. Callantine and Julia F. Gallin to me personally known, who, being by me duly sworn, did say that they are the Trustees under the aforementioned Deed of Trust that they have been authorized to execute and have so executed this instrument for the purposes therein set forth: and that the execution of this instrument was their free act and deed.

WITNESS my hand and official seal.

(Signature) Marianne R. Miller

Notary Public

(SEAL)

My Commission Expires:

October 16, 1987

EXHIBIT A
TO
WESTLAKE VILLAGE DECLARATION OF COVENANTS

413.36 ACRE PARCEL ENTITLED LANCASTER NEIGHBORHOOD

BEGINNING for the same at the beginning of the 1st or North 55°44'08" West, 1476.99 foot line as shown on a Plat entitled "St. Charles Communities, Westlake Village, Mortgage Outline Plat" and described in a Note and Deed of Trust from St. Charles Associates, Inc., to Perpetual American Savings and Loan, Trustee, Date December 14, 1982 and recorded in the Land Records of Charles County, Maryland, in Liber 880 at Folio 92, thence binding on the aforementioned line, (1) North 55°44'08" West, 1476.99 feet to a stone (found), thence (2) South 16°05'01" West, 3203.79 feet to a stake (found), thence (4) North 81°31'39" West, 662.76 feet to a stake (found), thence (5) North 30°05'27" East, 161.90 feet to a stake (found), thence (6) North 15°47'57" East, 462.45 feet to a stone (found), thence (7) South 42°29'06" West, 124.73 feet to a stake (found), thence (8) South 32°20'34" West, 330.23 feet to a stake (found), thence (9) North 48°43'54" West, 670.80 feet to a stake (found), thence (10) North 45°44'18" West, 322.60 feet to a point, thence binding on the Walter A. Willet property, (11) North 15°32'13" East, 324.20 feet to a pipe (found), thence (12) North 19°35'44" East, 332.76 feet to a pipe (found), thence (13) North 20°14'56" East, 199.10 feet to a stake (found), thence (14) North 18°06'32" East, 131.95 feet to a pipe (found), thence (15) North 18°38'50" East, 330.02 feet to a stake (found), thence (16) North 50°28'51" East, 240.42 feet to a stone (found), thence (17) North 01°14'59" West, 773.01 feet to a stone (found), thence (18) North 84°17'34" East, 2044.31 feet to a stone (found), thence (19) North 70°47'52" West, 445.60 feet to a point, thence binding on the said Grim property and the Richard H. Dobson property, (20) North 09°18'25" East, 1932.07 feet to a stone (found), thence continuing along the Dobson property, (21) North 12°37'14" East, 632.89 feet to a stone (found), thence binding on the property of Harry Moore, Jr.; (22) North 85°52'26" East, 2475.63 feet to a Gum Tree thence binding along the outline of a subdivision known as Bel Air Acres the two following courses and distances; (23) South 10°13'26" West, 60.02 feet to a point thence (24) South 64°40'45" East, 1482.23 feet to a pipe (found), thence binding on the property of Henry G. Dryden, one course, (25) South 25°06'39" East, 1555.20 feet to a stake (found), thence along the property of Adshermier, Inc.; (26) North 47°25'15" West, 313.95 feet to a stake (found), thence (27) South 30°10'23" West, 181.00 feet to a pipe (found), thence binding on the northerly outline of the property of the Waldorf Lions Club, the following three courses and distances, (28) South 86°40'32" West, 666.07 feet; (29) South 04°17'30" East, 307.41 feet; Southwesterly along a curve to the right, having a radius of 225.00 feet, for a distance of 226.46 feet, being subtended by a chord bearing and distance of (30) South 24°32'30" West, 217.02 feet to a pipe found, thence leaving said Waldorf Lions Club outline and running for lines of division the following twenty courses and distances, (31) South 79°59'38" West, 509.43 feet; (32) South 69°21'21" West, 272.68 feet; Southwesterly along a curve to the right having a radius of 1340.00 feet, for a distance of 373.55 feet being subtended by a chord bearing and distance of (33) South 77°20'31" West, 372.34 feet; (34) South 85°19'41" West, 240.98 feet; (35) North 04°40'19" West, 213.22 feet; Northwesterly along a curve to the right having a radius of 630.00 feet, for a distance of 108.47 feet, being subtended by Chord bearing and distance of (36) North 09°36'17" West, 98.02 feet; (39) South 04°40'19" East, 213.22 feet; (40) South 81°31'56" West, 654.26 feet; (41) South 66°58'28" West, 434.63 feet; (42) South 80°38'56" West, 465.76 feet; (43) South 53°29'20" East, 170.79 feet; Southeasterly along a curve to the left having a radius of 1140.00 feet, for a distance of 479.74 feet, being subtended by a Chord bearing and distance of (44) South 65°32'41" East, 476.21 feet; (45) South 77°36'01" East 149.22 feet, (46) South 12°23'59" West 120.00 feet; (47) South 77°36'01" East, 82.89 feet; Southeasterly along a curve to the right having a radius of 1140.00 feet, for a distance of 212.39 feet, being subtended by a Chord bearing and distance of (48) South 72°15'47" East, 212.08 feet; (49) South 20°03'23" West, 213.61 feet; (50) South 34°15'52" West, 531.22 feet to the point of BEGINNING.

Containing 413.37 acres of land, more or less.

513.06 ACRE PARCEL ENTITLED HAMPSHIRE NEIGHBORHOOD

BEGINNING for the same at the beginning of the 17th or South 69°30'40" West, 656.93 foot line as shown on a Plat entitled "St. Charles Communities, Westlake Village, Mortgage Outline Plat" and described in a Note and Deed of Trust from St. Charles Associations, Inc., to Perpetual American Savings and Loan, trustee, dated December 14, 1982 and recorded in the Land Records of Charles County, Maryland, in Liber 880 at Folio 92, thence binding on the aforementioned line, (1) South 60°30'40" West, 656.93 feet to a pipe (found), thence (2) South 03°46'19" East, 907.48 feet to a stone (found), thence binding along a northerly line of the said Willet property and along the Clarence A. Moore property the following course and distance, (3) South 85°47'22" West, 3985.30 feet to a stone (found), thence along the northerly outline of the property of Smilty's Management Company, Inc., (4) North 71°39'08" West 619.07 feet to a point, thence leaving said northerly outline and running for lines of division the following four courses and distances, (5) North 13°21'47" East, 1127.10 feet; (6) North 85°47'55" West, 410.00 feet; Northwesterly along a curve to the right having a radius of 2460.00 feet for a distance of 860.80 feet, being subtended by a chord bearing and distance of (7) North 75°46'27" West, 858.42 feet; (8) North 65°44'59" West, 360.76 feet to a point on the easterly side of Middletown Road, thence binding on said easterly side of Middletown Road, (9) North 24°15'01" East, 191.76 feet; (10) thence North 12°05'59" East, 934.93 feet to a pipe (found), thence (11) North 14°06'36" East, 383.62 feet to a pipe (found), thence (12) North 10°15'41" East, 126.67 feet to a pipe (found), thence (13) North 01°48'50" West, 459.02 feet to a pipe (found), thence leaving said Middletown Road and binding on the Blanche Webb property, (14) South 66°49'04" East, 348.46 feet to a pipe (found), thence (15) South 65°58'35" East, 519.44 feet to a pipe (found), thence (16) North 19°46'50" East, 241.95 feet to a pipe (found), thence (17) North 19°52'31" East, 557.45 feet to a pipe (found), thence (18) North 88°12'08" East, 407.04 feet to a pipe (found), thence (19) North 03°28'36" West, 626.88 feet to a pipe (found), thence (20) North 03°27'58" West, 184.43 feet to a pipe (found), thence binding on the David DeFalco property, (21) North 18°26'18" East, 127.00 feet to a point, thence (22) South 71°41'35" East, 1161.90 feet to a stone (found), thence (23) North 85°18'26" East, 569.30 feet to a pipe (found), thence (24) South 71°58'06" East, 343.88 feet to a pipe (found), thence binding on the property of Joseph M. Cavdle, (25) South 76°33'31" East, 108.32 feet to a point, thence (26) South 72°34'01" East, 329.05 feet to a point, thence (27) South 74°15'31" East, 383.37 feet to a point, thence (28) South 68°53'31" East, 183.65 feet to a point, thence (29) South 69°31'01" East, 405.88 feet to a point, thence (30) South 54°20'31" East, 84.95 feet to a point, thence (31) South 39°25'31" East, 112.87 feet to a point, thence (32) South 43°26'31" East, 236.44 feet to a point, thence (33) South 29°47'01" East, 68.80 feet to a point, thence (34) South 03°18'29" West, 274.56 feet to a point, thence (35) South 07°38'31" East, 271.97 feet to a point, thence (36) South 17°59'01" East, 252.47 feet to a point, thence (37) South 46°22'01" East, 124.86 feet to a pipe (found), thence binding on the Lorena M. Grim property; (38) South 50°25'46" East, 195.22 feet to a point, thence (39) South 36°57'26" East, 284.00 feet to a point, thence (40) South 49°08'26" East, 334.00 feet to a point, thence (41) South 33°16'26" East, 260.70 feet to a stone (found) thence leaving the boundary of the aforementioned Grim Property and running for a line of division through the property described in the aforementioned Deed of Trust to Perpetual American Savings and Loan, (42) South 01°14'59" East, 773.01 feet to the Point of Beginning.

Containing 513.062 acres of land, more or less.

EXHIBIT B

Parcel lettered "F.1" in a subdivision known as
"ST. CHARLES COMMUNITIES, WESTLAKE VILLAGE, LANCASTER NEIGHBORHOOD,"

as shown on a plat of subdivision recorded April 25, 1984 among the records of the Charles County Planning Commission in Book
No. 33 at page 58.

DECLARATION OF EASEMENTS,
COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION is made this 27th day of June, 1984, by St. Charles Associates, a Maryland limited partnership, the general partner of which is Interstate St. Charles, Inc., a subsidiary of Interstate General Corporation, a Delaware Corporation, currently having its principal place of business at 222 Smallwood Village Center, St. Charles, Maryland 20601.

WITNESSETH:

WHEREAS, Interstate Land Development Company, Inc. ("Interstate"), the former owner and enveloper of a "New Community" in Charles county, Maryland known as St. Charles Communities, established Smallwood Village and certain neighborhoods within such village; and

WHEREAS, Interstate, in order to enhance and protect the value, desirability and attractiveness of Smallwood Village and the improvements thereon, subjected certain property located within Smallwood Village to certain Architectural Covenants pursuant to a Declaration of Easements, Covenants, Conditions and Restrictions dated November 28, 1973, which was recorded with the Clerk of the Circuit court of Charles County, Maryland on December 20, 1973, in Liber 318 at Page 218; and

WHEREAS, St. Charles Associates (the "Developer") is the successor in interest to Interstate; and

WHEREAS, the Developer is the owner of all that certain real estate situated in Charles County, Maryland (hereinafter referred to as the "Property"), more particularly described in Schedule A attached hereto and made a part hereof, to be know as the Lancaster and Hampshire Neighborhoods within Westlake Village; and

WHEREAS, the Developer desires to enhance and protect the value, desirability and attractiveness of the Lancaster and Hampshire Neighborhoods and the improvements thereon in a manner similar to and consistent with the Developer's predecessor in interest; and

WHEREAS, the Developer desires to subject certain portions of the Property to the easements, covenants, conditions and restrictions contained herein.

NOW THEREFORE, the Developer hereby declares that all the Property described in Schedule A shall be held, sold and conveyed subject to the following easements, covenants, conditions and restrictions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property. These easements, covenants, conditions and restrictions shall run with the land and shall be binding upon and are intended to benefit all Owners and Tenants (hereinafter defined) within the Property.

ARTICLE I -- DEFINITIONS

1.01. "Declaration" shall mean and refer to these Westlake Village Architectural Covenants-Declaration of Easements, Covenants, Conditions and Restrictions, as the same may from time to time be supplemented or amended in the manner prescribed herein.

1.02. "Developer" shall mean St. Charles Associates, a Maryland limited partnership, and its successors and assigns.

1.03. "Development Period" shall mean a period commencing on January 1, 1983, and terminating either twenty (20) years from such date or earlier at the Developer's option.

1.04. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision plat of the Property or any part thereof. A condominium unit shall be deemed a Lot.

1.05. "Owner" shall mean and refer to the owner of any Lot within the Property, or any common or joint interest therein if such Lot is owned by more than one Person (hereinafter defined). The term "Owner" shall include contract sellers, but exclude those Persons having an interest merely as security for the performance of an obligation. Neither a condominium unit owners' association nor any other entity organized and operated for the purpose of making individual dwelling units available to its members shall, as an entity, be deemed to be an Owner.

1.06. "Person" shall mean any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government, or any agency or political subdivision thereof.

1.07. "Planning and Design Review Board" (Hereinafter referred to as the "Board") shall have the meaning specified in Article VI, Section 6.01 hereof.

1.08. "Property" shall mean and refer to that certain real estate described in Schedule A, attached hereto and made a part hereof,

and such conditions thereto as may here be made subject to this Declaration pursuant to Article II hereof.

1.09. "Residential Associations" shall mean any neighborhood, village, community association, non-profit corporation or unincorporated organization which may be hereafter established by the Developer.

1.10. "Structure" shall mean and refer to any thing or device (other than trees, shrubbery (less than two (2) feet high, if in the form of a hedge) and landscaping), the placement of which upon any Lot may affect the appearance of such Lot, including by way of illustration and not limitation, any building, garage, porch, shed, greenhouse, bathhouse, coop or cage, covered or uncovered patio, swimming pool, clothes line, radio or television antenna, fence, curbing, paving, (including but not limited to vehicular roads and parking areas), wall, hedge more than two (2) feet in height, signboard, or any temporary or permanent improvement to such Lot. Structure shall also mean: (i) any excavation, fill, any house trailer) or any other temporary or permanent improvement to such Lot. Structure shall also mean: (i) any excavation, fill, ditch, diversion, dam or other thing or device which affects or alters the natural flow of surface waters from, upon or across any Lot or which affects or alters the flow of any waters in any natural or artificial alters the flow of any waters in any natural or artificial stream, wash or drainage channel from, upon or across any Lot; and (ii) any change in the grade of any Lot of more than six (6) inches from that existing at the time of purchase by each Owner or lease by each Tenant.

1.11. "Tenant" shall mean and refer to any Person who (i) occupies a Lot under a written lease from an Owner in which such Person is named lessee and (ii) delivers an executed copy of such lease to the Board.

1.12. "Waterway" shall mean any lake, stream, river, canal or other waterway on or abutting the Property.

ARTICLE II -- PROPERTY SUBJECT TO THIS DECLARATION

2.01. Relationship to Adjoining Lands. The Property described in Schedule A consists of a portion of a larger area of real estate owned by the Developer. The Developer may, from time to time, cause separate and additional declarations to be filed subjecting other portions of the larger area of land owned by the Developer to restrictions similar to or different from those imposed on the Property by this Declaration. Further, the Developer may, from time to time, cause separate and additional declarations to be filed subject some or all of the Property owned by it to restrictions in addition to those imposed by this Declaration. In addition, the Developer may cause additional parcels of real estate to become subject to some or all of the terms of this Declaration. Each Owner and Tenant, by act of becoming such, shall be taken to have acknowledged and agreed: (i) that the Property (together with additions, if any) shall be the only real estate subject to any or all of the within restrictions; (ii) that neither anything contained in this Declaration nor in any recorded or unrecorded plat, map, picture, drawing, brochure, or other representation of a scheme of development shall be construed as subjecting or requiring the Developer or any Residential Association, or any successor or assignee to or of any of the aforementioned, to subject to this Declaration, any real estate now or hereafter owned by any of them other than the Property described in Schedule A attached hereto; and (iii) that the only manner in which any additional parcels can be subjected to this Declaration shall be by and in accordance with a procedure set forth in Section 2.02 hereof. The fact that the terms and provisions set forth in separate or additional declarations relating to real estate, other than the Property, may be similar to or identical in whole or in part to the restrictions set forth in this Declaration shall not be construed to mean that it was the intent or purpose therein to subject any additional real estate to this Declaration or any terms or provisions hereof.

2.02. Recording Additional Parcels. Pursuant to the provisions of Section 2.01, the Developer may, from time to time, subject additional parcels of real estate to any or all of the within covenants and restrictions, by the execution and filing for recordation among the Land Records of Charles County, Maryland of an instrument expressly stating such intentions and describing such additional parcels to be so subjected and the covenants and restrictions applicable thereto. Such annexation of additional parcels shall require the consent of two-thirds (2/3) of the Owners of Lots. In addition, so long as the Developer is the "Class B Member" as defined in the Residential Associations' Articles of Incorporation, the annexation of additional parcels shall require the prior approval of the Federal Housing Administration or the Veterans Administration.

ARTICLE III -- GENERAL

3.01. Property Utilization. In order to further the development and improvement of the Property for commercial, residential and public uses as an area where such activities may be conducted in an efficient and harmonious manner and with the greatest possible degree of health, safety, architectural beauty and amenity to the Owners, Tenants, workers and residents within the Property and to prevent the erection of poorly designed or constructed improvements, the Property as shown in Schedule A shall be subject to the covenants and restrictions applicable thereto set forth herein.

The property shall be retained, developed, maintained and utilized so that it is a balanced, attractive and harmonious whole, promotes a harmonious relationship with surrounding parcels; preserves and enhances natural features such as water bodies and steep slopes; prevents environmental pollution; promotes optimum accessibility; and incorporates a high quality of urban and environmental design, architecture, landscape architecture, civil engineering and graphic design.

The Property shall be utilized to insure proper use and appropriate development and improvement of each building site therein contained. Further, by means of the covenants and restrictions contained herein, the Developer intends to:

- (1) protect the Owners and Tenants of building sites against such improper use and design of surrounding buildings as will depreciate the value of the Property or adversely affect their interest therein;

- (3) encourage the erection of attractive improvements appropriately located to promote a harmonious appearance and function;
- (4) provide adequate setbacks, screens and buffers, controlled ingress and egress, sign controls, visibility from vehicular approaches, off-street parking and loading facilities; and, in general, to provide a development that will promote the general welfare of the community to be developed on the Property;
- (5) protect the natural environment through the establishment and maintenance of appropriate standards and procedures to minimize any adverse environmental impact of development activities.;
- (6) restrict development in aquifer recharge areas, marshes and porous areas of interchange between ground and surface water that have a high potential for pollution of the community water supplies drawn from underground wells;
- (7) restrict use of harmful chemical fertilizers, pesticides and herbicides, and maintain non-polluting standards for sanitary sewage disposal equipment; and
- (8) control and monitor the siting and construction of Structures by builders to prevent indiscriminate destruction of natural land features and tree cover throughout the Property and to minimize striping of ground vegetation essential to erosion control.

ARTICLE IV -- GENERAL RESTRICTIONS ON THE USE OF PROPERTY AND IMPROVEMENTS TO BE MADE THEREON

4.01. Zoning Regulations. No Lot shall be used for any purpose other than as permitted in the Charles County Zoning Ordinances, or the laws, rules or regulations of any governmental authority in force and effect on the date of this Declaration, as the same may be hereafter from time to time amended. This restriction shall not apply to any use for which a special exception under the Charles County Zoning Ordinances or other governing regulations, as the same may be hereafter from time to time amended, is finally granted and such use is approved in writing by the Board. The right, however, to limit or further restrict the use of a particular Lot is reserved under the provisions of Article VI hereof.

4.02. No Use Contrary to Law and No Nuisances. No noxious or offensive trade, services or activities shall be conducted on or upon any portion of the Property nor shall anything be done thereon which may be or become a continuing annoyance, hazard or nuisance to the Owners or Tenants of the Property. No use of any Lot or part thereof or any Structure thereon shall be made, nor shall any materials or products be manufactured, processed or stored thereon or therein, contrary to Federal, State or Local laws or regulations or which shall cause an undue fire hazard to adjoining Lots. This provision shall in no way prohibit the conduct of such professional service in residential areas as are approved by the Board.

4.03. Structures. The architectural character of all Structures, or alterations, additions or improvements thereof (other than interior alterations not affecting the external appearance of a Structure), when visually related to each other and the surrounding natural environment, shall be, in the opinion of the Board, harmonious in terms of type, size, scale, form, color and material. No structure shall be painted, repainted, stuccoed or surfaced with any material unless and until approved in writing in accordance with objective performance-oriented guidelines established by the Board. Screens or parapets shall be used to organize and aesthetically shield rooftop as well as ground level mechanical equipment and appurtenances from public view.

4.04. Screens and Fences. Fences, walls and screens shall be of material and height necessary to accomplish the stated objectives of the owner or Tenant appropriate to his type of land use on the Property. Efforts shall be made to develop such Structures with appropriate landscape treatment and coloring to blend them harmoniously with the surrounding environment, including topography, architecture and planting. The location, height, materials, treatment and color of fences, walls and screens are subject to written approval by the Board; which will consider among other things the use intended and the impact on the neighborhood, particularly adjacent Lots.

4.05. Outside Storage or Operations. No outside storage of lumber, metals or bulk materials of any kind, except building materials stored during the course of construction of any approved Structure, shall be permitted, and no refuse or trash shall be kept, stored or allowed to accumulate on any Lot, unless such item is visually screened in a manner approved in writing by the Board. No outside storage and operations shall extend above the top of any such screening. If trash or other refuse is to be disposed of by being picked up and carried away on a regular and recurring basis, containers 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 the persons making such pick-up. At all other times, such containers shall be stored so as to be visually screened from all streets and adjacent and surrounding Lots. The Board will formulate and adopt reasonable rules and regulations relating to the size, shape, color and type container permitted and the manner of storage of same on any Lot.

4.06. Signs and Street Furniture. The location, color, nature, size, design and construction of all signs, lights and other street furniture shall be approved in writing by the Board and must be in keeping with the character of the Property and accord with performance-oriented guidelines to be established by the Board.

4.07. **Animals.** No livestock, poultry or other animals shall be kept on any Lot, except as required for research and development activities, activities related to the practice of veterinary medicine or the boarding and care of domestic animals. In no event shall any stable, hutch, barn, coop or other housing or shelter for animals or for the storage of materials be placed or maintained upon any Lot, except as approved in writing by the Board. Dogs, cats and other household pets may be kept on the Property, provided they are not raised or bred for any commercial purpose except those permitted in this Section 4.07.

4.08. **Air and Water Pollution.** No use of any Lot will be permitted which emits pollutants into the atmosphere, or discharges liquid or solid wastes or other harmful matter into any Waterway in excess of environmental standards applicable thereto to be established by the Board, which standards shall at a minimum meet the requirements of Federal and State law and any regulations thereunder applicable to the Property. No waste or any substance or materials of any kind shall be discharged into any private or public sewer serving the Property, or any part thereof, in violation of any regulations of the Charles County Sanitary Commission or any private or public body having jurisdiction. No Person shall dump garbage, trash or other refuse into any Waterway on the Property.

4.09. **Landscaping.** The Property not occupied by Structures, hard-surfacing, vehicular driveways or pedestrian paths shall be kept planted with grass, trees or shrubs or other ground covering or landscaping in conformance with the standards set by the Board. Such standards will take into consideration the need for providing effective site development to:

- (1) enhance the site and building;
- (2) screen undesirable areas or views;
- (3) establish acceptable relationships between buildings, parking and adjacent properties; and
- (4) control drainage and erosion.

As required by the Board, existing trees shall be retained, buffer areas established and the natural contour of the Property respected. No tree of a diameter of more than four (4) inches (measured two (2) feet above ground level) lying outside of the approved building area shall be removed without the express written authorization of the Board. A proposed clearing plan designating the trees to be retained and the trees to be removed shall be submitted and approved by the Board prior to any tree clearing activity on any Lot. No chemical fertilizers, pesticides or herbicides, other than those approved by the Board, shall be used on any of the Property. The Board reserves the right to require special treatment of slopes, construction of walls and wells and use of stone fills and drains to preserve trees that cannot otherwise be saved.

4.10. **Maintenance of Premises and Improvements.** Each Owner or Tenant shall at all times keep his premises, buildings, improvements and appurtenances in a safe, clean, neat and sanitary condition, in the opinion of the Board. Appropriate maintenance shall include, but not be limited to, the seeding, watering and mowing of all lawns, the pruning and cutting of all trees and shrubbery and the painting (or other appropriate external care) of all buildings and other improvements all in a manner and with such frequency as is consistent with good property management. The Owner or Tenant shall comply with all laws, ordinances and regulations pertaining to health, safety and pollution, and shall provide for storage and removal of trash and rubbish from his premises in a manner to be approved by the Board.

4.11. **Enforcement of Maintenance.** The Board, or its agent, during normal business hours, shall have the right (twenty (20) business days after written notice has been given in accordance with Article XII to the Owner or Tenant of any Lot involved, setting forth the maintenance action to be taken, and if at the end of such time reasonable steps to accomplish such action have not been taken by the Owner or tenant) to do any and all maintenance work reasonably necessary in the written opinion of the Board, to keep such Lot, whether unimproved, improved or vacant, in neat and good order, such cost and expense to be paid to the Board upon demand, and if not paid within thirty (30) calendar days thereof, then to become a lien upon the Lot affected. The Board, or its agent, shall further have the right (upon like notice and conditions) to trim, prune or mow, at the expense of the Owner or Tenant, any hedge, tree, lawn or any other planting that, in the written opinion of the Board, by reasons of its location on the Lot, or the height to or the manner in which it is permitted to grow, is detrimental to the adjoining Lots or is unattractive in appearance. The lien provided under this Section shall not be valid against a bona fide purchaser (or bona fide mortgagee) of the Lot in question unless a suit to enforce such lien shall have been filed in the court of record and notice thereof shall have been filed in the Land Records of Charles County, Maryland prior to the recordation among the Land Records of Charles County, Maryland of the deed (or mortgage) conveying the Lot in question to such purchaser (or subjecting the same to such mortgage.)

4.12. **Maintenance During Construction.** During construction, it shall be the responsibility of each Owner to insure that construction sites are kept free of unsightly accumulations of rubbish and scrap materials, and that construction materials, trailers, shacks and the like are kept in a neat and orderly manner. No burning of any trash and no accumulation or storage of litter or trash of any kind shall be permitted on any Lot.

4.13. **Undeveloped Property.** The Developer agrees to maintain all undeveloped real estate (whether intended for open space or other use) owned and controlled by it within the Property described in Schedule A in a manner compatible with the provisions of this declaration.

4.14. **Noise.** At no point on any exterior Lot line shall the sound pressure level of any activity or operation (other than the operation of motor vehicles or other transportation facilities, or isolated and non-continuing sounds such as whistles, bells or sirens) exceed the decibel levels in the designated octave bands shown below as measured with equipment conforming to American Standards Association standards:

Octave Band Cycles
Per Second

Maximum Permitted Sound Levels
In Decibels

0-75	75
75-300	60
300-1200	50
1200-4800	40
4800 and above	35

The maximum permitted sound levels are reduced by five (5) decibels in the following cases, the reductions being cumulative if more than one case applies:

- (1) on a site within, contiguous to or across a street or public place from the boundary of any residential district established by Charles County Zoning or Development Plan for St. Charles Communities;
- (2) operation between the hours of 10 PM and 7 AM;
- (3) sound of impulsive or periodic character (e.g., hammering, humming, screeching).

The maximum permitted sound levels are increased by ten (10) decibels where the sound source is operated less than five percent (5%) in any one hour period from 7 AM to 10 PM.

Notwithstanding the above, the noise criteria established for the Property and use thereon shall at all times meet the noise exposure standards set forth in HUD Circular 1390.2, "Noise Abatement and Control: Departmental Policy, Implementation Responsibilities and Standards" (August 4, 1971), as amended, issued by U.S. Department of Housing and Urban Development.

The provisions of this Section shall not apply to use of Property deeded by the Developer to the Charles County Board of Education for school sites or other educational facilities.

4.15. Miscellaneous. Without prior approval of the Board:

(1) no water pipe, gas pipe, sewer pipe, drainage pipe or industrial process pipe, except hoses and movable piping used for irrigation purposes, shall be installed or maintained on any Lot above the surface of the ground;

(2) no previously approved Structure shall be used for any purpose other than that for which it was originally designed;

(3) no Lot shall be split, divided or subdivided for sale, resale, gift, transfer or otherwise;

(4) no facility, including but not limited to, poles, wires and conduits for transmission of electricity, telephone messages and the like shall be placed and maintained above the surface of the ground on any Lot and no external or outside antennas of any kind shall be maintained;

(5) no wharf, pier, bulkhead or other Structure or obstruction shall be built or maintained upon any waterfront site or into or upon any Waterway on the Property or adjacent thereto. (In no event shall any such Structure or obstruction be permitted if it is deemed to pose any threat whatsoever to safe navigation upon such Waterway or to the safe and convenient use of such Waterway as a recreation facility.);

(6) no boat canal shall be constructed upon any Lot nor shall any facility or device be constructed or installed upon any Lot which shall in any way alter the course or natural boundaries of any Waterway or which shall involve or result in the removal of water from any Waterway.

(7) no boats, boat railways, holsts, launching facilities or any similar type of Structure or equipment shall be installed, constructed or maintained upon any Lot, no shall any boat or boat trailer be stored on any Lot in such manner as to be visible from surrounding Lots or from the abutting Waterway;

(8) no boat of any kind shall be operated upon any Waterway on the Property (If approval is granted, such operation shall conform to all rules and regulations promulgated by the Board concerning the use of boats.);

(9) no commercial vehicle or recreational vehicle shall be installed, stored or maintained upon any Lot in such a manner as to be visible from any surrounding Lot or road. A vehicle meeting any one of the following criteria may, in the sole opinion of the Board, be considered a commercial or recreational vehicle:

(a) vehicles with more than four operating wheels;

(b) vehicles exceeding a length of 20' -0" (not including trailer hitches);

(c) all towed vehicles or towed carriers, regardless of size; and/or

(d) vehicles exceeding 6000 pounds GVW.

(10) pick-up truck caps, covers and camper tops, when not in use, shall not be installed, stored or maintained upon any Lot in such a manner to be visible from any surrounding Lot or road,

(11) no inoperable, unlicensed or unregistered vehicle shall be installed, stored or maintained upon any Lot in such a manner as to be visible from any surrounding Lot or road.

4.16 Mining. No Lot or portion thereof shall be used for any mining, boring, quarrying, drilling, removal of or any other exploitation of subsurface natural resources which would tend to conflict with the surface development in accordance with this Declaration.

ARTICLE V -- PARTY WALLS

5.01. Definition. Each wall built during original construction as a division wall common to Structures built on adjoining Lots shall be a "Party Wall". Each of the Owners of adjoining Lots shall own in severally so much of any Party Wall as stands upon his Lot, subject to the easements, covenants, conditions and restrictions provided for in this Declaration. A Party Wall shall not include the decorated surface within a home or any finishing materials or items applied to that surface (including but not limited to paint, lacquer, varnish, wallpaper, tile, carpeting or paneling).

5.02. Easements, Covenants, Conditions and Restrictions. The following easements, covenants, conditions and restrictions shall govern the use, maintenance, reconstruction and improvement of Party Walls:

(a) Easement of Use. The Owner of a Structure shall have the right and easement to use so much of any Party Wall as is owned by an adjoining Owner for any purpose not inconsistent with joint use of the wall or prohibited in this Declaration. This right of use shall include the right to enter the Lot and Structure of an adjoining Owner at reasonable times and as reasonably necessary to maintain, repair, reconstruct or improve the Party Wall or any Structure.

(b) Maintenance of Structural Integrity. The expense of repair and maintenance for the purpose of maintaining the structural integrity of a Party Wall shall be borne equally by Owners of Structures divided by it. However, if an Owner or anyone for whose act an owner would be legally liable causes a Party Wall to be exposed to the elements by any act whether negligent, willful or intentional, that Owner shall bear the entire cost of weather-proofing the Party Wall to protect it from the elements.

(c) Damage or Destruction. In the event of damage or destruction of a Party Wall, then repair or reconstruction shall be undertaken as soon as possible. The expense of repair or reconstruction of a Party Wall shall be borne equally by Owners of the Structures divided by it regardless of each Owner's interest in the Party Wall. Nothing in this Article shall be construed to release any Owner from liability for damages caused by him or his negligence or willful misconduct.

(d) Prohibited Uses. No one subject to this Declaration may make openings in a Party Wall, to decrease or increase the thickness of a Party Wall, add to or extend a Party Wall or place or construct chimney flues or fireplaces against a Party Wall without the consent of both the Board and adjoining Owners.

(e) Right to Contribution Runs With Land. The right of any Owner to contribution from any owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

(f) Arbitration. In the event of any dispute concerning a Party Wall, or arising under the provisions of this Article, such dispute shall be brought to the Board for Resolution. The decision shall be made by a majority vote of the Board and shall be final and binding on both parties.

ARTICLE VI -- CONTROL OF IMPROVEMENTS TO BE MADE UPON PROPERTY

6.01. Planning and Design Review Board Membership. The Board shall consist of seven (7) individuals. During the Development Period, five (5) members of the Board shall be environmental design professionals, one (1) member shall be a representative of the Owners and Tenants entitled to vote (hereinafter the "Community Representative") and one (1) member shall be a representative of the Developer. The environmental design professionals on the Board shall possess substantial professional training and experience. The term of office of the Community Representative shall be two (2) years.

All members of the Board, except the Community Representative, shall, for the first nine (9) years of operation of the Board, be designated by and serve at the pleasure of the Developer. Commencing with the tenth (10th) year, the Owners and Tenants entitled to vote shall elect one (1) of the other environmental design professionals for a term of two (2) years in addition to its Community Representative. Commencing with the fourteenth (14th) year, the Owners and Tenants entitled to vote shall elect two (2) of the other environmental design professionals for a term of two (2) years in addition to its community representative. At the end of the Development Period, all members of the Board, with the exception of the one (1) representative of the Developer (and this exception shall continue only so long as the Developer continues to be an owner or Tenant within the Property) shall be elected by the Owners and Tenants entitled to vote.

resign upon thirty (30) days' prior written notice, in which event, the Person with authority to designate or elect such member will have the right to designate a successor with appropriate qualifications. A member designated or elected to fill a vacancy shall serve for the remainder of the term for which his predecessor was designated or elected. In the event that any Person with authority to designate or elect a member fails within two (2) months to appoint a new member or to fill a vacancy, then after ten (10) days' notice in writing to such Person, the remaining members of the Board shall appoint such new member or fill such vacancy. During such ten (10) day period, the Person with authority to fill such vacancy shall make such appointment or fill such vacancy.

Any action authorized or taken by the Board shall require the affirmative vote of four (4) members thereof.

6.02. Structures. No structure of any kind, whatsoever, shall be commenced, erected, placed, moved onto or permitted to remain on any Lot, nor shall any existing Structure permitted to remain on any Lot, nor shall any existing structure upon any Lot be altered in any way which materially changes the exterior appearance or functions thereof, nor shall any new use be commenced on any Lot, nor shall any portion of such Lot be cleared or graded, unless plans and specifications (including a description of any proposed new use) therefor shall have been submitted to and approved in writing by the Board prior to their submission to local governmental agencies. Any submission for approval of a temporary structure shall contain a date prior to which the temporary Structure shall be removed from the Lot in question. Unless otherwise approved by the Board, all plans and specifications must be prepared by an architect duly licensed under the then existing registration laws of the State of Maryland and the plans and specifications shall be in such form and shall contain such information as may be reasonably required by the Board to determine whether or not the proposed use meets the standards set forth herein; provided, however, that the Board shall not be liable for damages to anyone who has submitted plans for approval or to any Owner or Tenant by reason of mistake in judgment or nonfeasance of itself, its agents or employees, arising out of or in connection with the approval or disapproval of any such plans. Likewise, anyone so submitting plans to the Board of approval, by submitting such plans, and any Person when he becomes an Owner or Tenant, agrees that he or it will not bring any action or suit to recover any such damages against the Board. However, the Board shall not unreasonably withhold approval of any plans submitted pursuant hereto. Failure to meet the criteria or standards mentioned herein or developed by the Board shall be grounds for the Board's reasonable disapproval of any such plans. All construction work shall, on approval of plans by the Board, be commenced within one (1) year from the date such approval is granted and must be carried out with dispatch, which in no event may exceed a period of one (1) year, unless otherwise specified by the Board in its approval. Upon completion of construction, the site shall be promptly landscaped.

6.03. Approval and Disapproval. Upon approval by the Board of any plans and specifications submitted hereunder, a copy of such plans and specifications, as approved, shall be deposited for permanent record with the Board and written notification evidencing approval of such plans and specifications shall be sent to the applicant submitting the same. Such approval shall lapse after a period of one (1) year in the event construction has not commenced and compliance with the provisions of this Article shall again be required. In any case where the Board shall disapprove any plans and specifications submitted hereunder, or shall approve the same only as modified or upon specified conditions, such disapproval or qualified approval shall be communicated to the applicant by a written statement of the grounds upon which such action was based. In any such case, the Board shall, if requested, make reasonable efforts to assist and advise the applicant in order that an acceptable proposal can be prepared and submitted for approval.

6.04. Rules and Regulations; Guidelines. The Board shall promulgate reasonable rules governing the form, content and timing of plans and specifications to be submitted for approval, and may issue statements of policy with respect to approval or disapproval of the architectural design, concepts, details or other matters which may be presented for approval.

In order to better communicate specific design objectives, the Board may also establish guidelines with respect to design standards and site development which explain in greater detail a specific type of Structure or design concept. These guidelines may serve as a general parameter for property development and improvements, and may, with the approval of the Board, vary from one development parcel to the next.

The Board may amend the rules and regulations and guidelines, consistent with this Declaration.

6.05. Construction without Approval. If any Structure shall be commenced, altered, erected, placed or maintained upon any Lot or any new land development or use commenced on any Lot in violation of Section 6.02 of this Article and without the approval required therein, upon written notice from the Board, any such Structure so commenced, altered, erected, placed or maintained upon any Lot in violation hereof shall be removed or re-altered by the Owner or Tenant at his expense, and any such use shall be terminated and previous conditions restored so as to extinguish such violation.

If within twenty (20) business days after receipt of notice of such a violation delivered in accordance with Article XII, the Owner or Tenant of the Lot upon which the violation exists has not taken reasonable steps toward the removal, realteration or termination of the same, the Board shall have the right, through its agents or employees, to enter upon such Lot at any reasonable time and to take such steps as may be necessary to extinguish such violation, and the costs thereof shall be a binding, personal obligation of such Owner or Tenant, as well as a lien (enforceable in the same manner as a mortgage) upon the Lot in question.

The lien provided in this Section shall not be valid against a bona fide purchaser (or bona fide mortgagee) of the Lot in question, unless a suit to enforce said lien shall have been filed in the court of record and notice thereof shall have been filed in the Land records of Charles county, Maryland prior to the recordation among the Land Records of Charles County, Maryland of the Deed (or mortgage) conveying the Lot in question to such purchaser (or subjecting the same to such mortgage).

6.06. Certificate of Compliance. Upon completion of the construction or alteration of any Structure in accordance with plans and specifications approved by the Board, the Board of Compliance in form suitable for recordation, identifying such Structure and the Lot on which such Structure is placed, and stating that the plans and specifications, the location of such structure and the use or uses to be conducted thereon have been approved and that such Structure complies therewith. Preparation and recording of such Certificate of Compliance shall be at the expense of such Owner or Tenant. Any Certificate of Compliance issued in accordance with the provisions of this Section shall be prima facie evidence of the facts herein stated, and as to any purchaser or encumbrancer in good faith and for value, or as to any title insurer, such Certificate of Compliance shall be conclusive evidence that all Structures on the Lot and the use or uses described therein comply with all the requirements of this Article, and with all other requirements of this Declaration, as to which the Board exercised any discretionary or interpreted powers.

6.07 Fees. The Board may charge and collect, through the Developer or directly, a reasonable fee for the examination of any plans and specifications submitted for approval. Recognized accounting and auditing procedures shall be established for recording and periodically auditing fees.

6.08. Minutes. The Board shall keep minutes of each of its meetings. The minutes shall be made available at any reasonable time for inspection by the Owners and Tenants.

6.09. Land Development. Notwithstanding any other provision of this Declaration which might be construed to provide otherwise, land development activities of the Developer within the Property described in Schedule A attached hereto shall not require the prior approval of the Board.

6.10. No Violation of the Constitution. The following provision shall apply notwithstanding anything in this Declaration which limits the liability of or gives discretion to the Board:

This Declaration does not empower the Board to take any action which, if it were taken by a state (or the United States), would violate the fourteenth (or Fifth) Amendment of the United States' constitution.

ARTICLE VII -- EASEMENTS

7.01. Easements and Slope Control. Non-exclusive easements and rights-of-way are hereby expressly reserved to the Developer in, on, over and under each Lot for the following purposes:

(1) for the erection, installation, construction and maintenance of (i) underground wires, lines and conduits or temporary above-ground wires, lines or conduits and the necessary or proper attachments in connection with the transmission of electricity, telephone, community antenna television cable and other utilities and other similar facilities, and (ii) storm water drains, land drains, public and private sewers, pipe lines for supplying gas, water and heat and for any other public or quasi-public utility facility or function; and

(2) for slope control purposes, including the right to grade and plant slopes and prevent the doing of any activity which might interfere with slope ratios approved by the Developer, or which might create erosion or sliding problems or change, obstruct or retard drainage flow.

7.02. Right to Relocate, Change or Modify Streets and Drives, Utility Easements and Areas. The Developer hereby reserves unto itself, is modified or excepted by State or other governing law, the right, subject to the prior approval of the Board, to relocate, change or modify, from time to time, all streets and drives, public and private (within the rights of way of such streets and drives) and utility easements and areas. Reference to streets and drives and utility easements and areas is for the purpose of description only, and does not constitute a dedication.

7.03. Right of Entry and Grading. The Developer and its agents shall have the right at reasonable times and upon sufficient prior notice to enter upon any Lot and portions immediately adjacent thereto of any Lot for any of the purposes for which easements and rights-of-way are reserved. The Developer shall also have the right at the time of, or after, grading any street, or any part thereof, to enter upon any abutting Lot and grade such area adjacent to such street, but there shall be no obligation on the Developer to do such grading.

7.04. Streets and Storm Drainage. The Developer may at any reasonable time (subject to the prior approval of the Board) make such cuts and fills upon any Lot or other part of the Property and do such grading and moving of earth as may be necessary to improve or maintain the streets in or adjacent to the Property or to drain surface waters from the Property, and may assign such rights to Charles county or to any municipal or public authority.

ARTICLE VIII -- ENFORCEMENT

8.01. Who May Enforce. The protective covenants, conditions and restrictions contained in this Declaration shall be construed as covenants running with the land and any and all covenants, conditions and restrictions herein contained shall inure to the benefit of and be enforceable by (i) the Board, (ii) the Residential Associations (which will be agents for all of their respective members for such purpose), (iii) the Developer so long as it continues to be an Owner or Tenant within the Property) and (iv) any Owner or Tenant of any portion of the Property, by actions at law or suits in equity. The failure of any Person to enforce any covenant, condition or restriction herein contained shall in no event be deemed a waiver by that or any other Person of its rights to thereafter

enforce the same, nor shall any liability attach to the Board or any other Person for failure to enforce such restrictions except where failure to enforce shall be in violation of procedures of the Board hereafter developed pursuant to section 6.01 hereof.

8.02. Remedies. On the violation of any protective covenant, condition or restriction herein contained, (i) the Board (or its agent), (ii) the Residential Associations and/or (iii) the Developer (so long as it continues as an owner or Tenant within the Property), and their respective successors or assigns, in addition to those remedies set forth in Sections 4.11, 6.05 and 8.03 and any and all other remedies (twenty (20) business days after written notice have been given in accordance with article XII to the Owner or Tenant of any Lot involved setting forth the action to be taken, and if at the end of such time reasonable steps to accomplish such action have not been taken by the Owner or Tenant) may at any reasonable time enter into or upon the Lot upon or as to which such violation exists, and summarily abate or remove any erection, thing or condition that may be or exist thereon contrary to the intent or meaning of the provisions hereof at the expense of the Owner or Tenant thereof, and neither the Person entering or directing the entry shall be deemed liable for any manner of trespass for such action. The Owner or Tenant shall pay on demand the cost and expense of such abatement or removal. The cost of such abatement or removal shall when due become a lien upon the Lot(s) affected. The lien provided in this Section shall not be valid against a bona fide purchaser (or bona fide mortgagee) of the Lot in question unless a suit to enforce said lien shall have been filed in the court of record and notice thereof shall have been filed in the Land Records of Charles County, Maryland prior to the recordation among the land records of Charles County, Maryland of the Deed (or mortgage) conveying the Lot in question to such purchaser (or subjecting the same to such mortgage). Nothing herein contained shall be deemed to affect or limit the rights of the Owners or Tenants of the Lots to enforce the covenants, conditions and restrictions herein contained by appropriate judicial proceedings.

8.03. Suspension of Right to Use Recreational Facilities. On the violation of any protective covenant, condition or restriction herein contained by an Owner or Tenant, which violation is not cured within twenty (20) days after written notice of such violation has been given to the Owner or Tenant in accordance with Article XII, the Residential Associations affected by such Owner's or Tenant's violation, may, in addition to all other remedies, suspend such Owner's right or Tenant's license or privilege to use that particular Residential Associations' recreational facilities (specifically including the swimming pool) for a period of sixty (60) days. If the violation has not been cured by the Owner or Tenant to the satisfaction of the Residential Association at the end of such sixty (60) day period, the Residential Association shall have the authority to renew the suspension for additional period of sixty (60) days until the violation has been cured.

ARTICLE IX - TERM

9.01. These covenants shall run with the land and shall be binding for the Development Period unless terminated by the Developer. After the Development Period, said covenants shall automatically continue in effect unless revoked by a two-thirds (2/3rds) majority vote of those Owners and Tenants entitled to vote.

ARTICLE X - AMENDMENTS

10.01. During Development Period. The covenants, conditions and restrictions set forth herein may be amended during the Development Period by the Developer or by the Board, provided that a two-thirds (2/3rds) majority of the Owners and Tenants entitled to vote shall sign the instrument approving such changes, which instrument shall be recorded in the Land Records of Charles County, Maryland. Any such amendment shall require the prior approval of the Federal Housing Administration or the Veterans Administration. However, the Developer reserves the right to amend this Declaration during the Development Period without the consent of any Owners or Tenants if the amendment is necessary to bring this Declaration into compliance with any regulation or requirement of the Federal Housing Administration, the Veterans Administration, Charles County or the State of Maryland.

10.02. After Development Period. The covenants, conditions and restrictions set forth herein may be amended following the Development Period in the manner set forth in Section 10.01, except that any owner or Tenant may initiate any amendment.

ARTICLE XI - SEVERABILITY

11.01. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

ARTICLE XII - NOTICE

12.01. All notices required under the terms of this Declaration to be given by the Developer, the Board or the Residential Associations to any Owner or Tenant shall be in writing and, unless and until otherwise specified in a written notice by the Owner or Tenant, shall be sent to the address of the Owner's or Tenant's respective Lot. Each such notice shall be deemed to have been properly served for all purposes if sent by Registered or Certified Mail, return receipt requested, postage prepaid to its addressee at its address as set forth above. Each such notice so mailed shall be deemed to have been received by its addressee on the second business day after mailing.

ARTICLE XIII - GENERAL

13.01. Construction and Interpretation: Rules and Regulations The Board, where specifically authorized herein to act, shall have

the right to construe and determine the provisions of this Declaration and any rules or regulations promulgated by the Board pursuant hereto and, in the absence of any adjudication by a court of competent jurisdiction to the contrary, its construction or interpretation shall be final and binding as to all Persons or Property benefitted or bound by the provisions hereof.

The Board, to the extent specifically provided herein, will adopt and promulgate reasonable rules and regulations regarding the administration, interpretation and enforcement of the provisions of this Declaration. In so adopting and promulgating such rules and regulations and in making any finding, determination, ruling or order, or in carrying out any directive contained herein relating to the issuance of permits, authorization, approvals, rules or regulations, the Board shall seek to advance the best interests of the Owners and Tenants to the end that the Property shall be preserved and maintained as a high quality community.

In granting any permit, authorization or approval as herein provided, the Board may impose any reasonable conditions or limitations thereon, as it shall deem advisable under the circumstances in each case in light of the considerations set forth in the immediately preceding paragraph hereof.

13.02 Assignment or Transfer of Rights, Powers or Duties. Any or all of the rights, powers or duties (including discretionary powers and rights, powers of consent and approval) herein reserved by or conferred upon the Developer, the Board or the Residential Associations, may be assigned or transferred by the Developer, the Board or the Residential Associations; at the election of each, to any one or more Persons agreeing to accept same, and any such assignment or transfer of such rights, powers or duties may be made by the Board as to all of the Property or as to any part or parts thereof and may be to different Persons for different parts of said Property. Any assignment or transfer shall be evidenced by an appropriate instrument duly executed by the Developer, the Board or the Residential Associations, and recorded among the then proper public Land Records; and upon such recordation thereof, the assignee(s) or transferee(s) of such rights and powers shall thereupon and thereafter have the right to exercise all the powers and the obligation to perform all the duties so assigned or transferred by such instrument, in lieu of the Developer, the Board or the Residential Associations, as the case may be, upon and subject, however, to such limitations, conditions, reservations and provisions as may be imposed by or set forth in such instrument of assignment or transfer. Such instrument assigning or transferring such rights, powers and duties as aforesaid may, among other things, provide for future or further assignments or transfer of such rights, powers and duties, as aforesaid, to others by the assignee or transferee named therein.

13.03. Voting Rights. For purposes of this Declaration, each Owner shall have one (1) vote for each Lot owned by him. Any Owner, in his sole discretion, may delegate his right to cast his vote to his Tenant. If any owner owns more than one lot, such Owner shall be entitled to one vote for each such Lot. When any such Lot is owned or held by more than one Owner, as tenants by the entirety, joint tenants, tenants in common or in any other manner of joint or common ownership or interest, such Owners shall collectively be entitled to only one vote relative to such Lot, and if such Owners cannot jointly agree as to how that vote shall be cast, no vote shall be allowed with respect to such Lot. In no event shall more than one vote be cast per Lot.

13.04. Other Land. Except as otherwise set forth in Section 4.13, nothing herein contained shall be construed or implied to bind or apply to any real estate owned by the Developer not included in Schedule A attached hereto.

13.05. Reverter. No covenant, condition or restriction contained herein is intended to be, or shall be, construed as a condition subsequent or as creating a possibility of reverter.

13.06. Attorney's Fees. Any party to a proceeding who succeeds in enforcing a covenant, condition or restriction herein contained or enjoining the violation of any such covenant, condition or restriction against an Owner or Tenant may be awarded a reasonable attorney's fee against such Owner or Tenant.

13.07. Headings. The headings of the Sections herein are for convenience only and shall not affect the meanings or interpretation of contents thereof.

13.08. Gender. Throughout this Declaration, the masculine gender shall be deemed to include the feminine and neuter, and the singular shall include the plural and vice versa.

13.09. Violation. No violation of any of the covenants, conditions or restrictions herein contained shall defeat or render invalid the lien of any mortgage made in good faith and for value upon any portion of the Property; provided, however, that any mortgagee in actual possession of any purchaser at any mortgagee's or foreclosure sale shall be bound by and subject to the easements, covenants, conditions and restrictions herein contained as fully as any other Owner of any portion of the Property.

13.10. Grantee Bound by Declaration. Each Grantee accepting a deed, lease or other instrument conveying an interest in any Lot, whether or not the same incorporates or refers to this Declaration, covenants, for himself and his heirs, successors and assigns, to observe, perform and be bound by the easements, covenants, conditions and restrictions herein contained and to incorporate the same by reference in any deed, lease or other conveyance of all or any portion of his interest in any Property subject hereto

IN WITNESS WHEREOF, the Developer has caused this Declaration to be executed the day and year first above written.

ST. CHARLES ASSOCIATES,
a Maryland limited partnership

By INTERSTATE ST CHARLES, INC.

ATTEST:

Its sole General Partner

/s/
Edwin L. Kelly
Secretary

By: /s/
Charles E. Stuart
President

[CORPORATE SEAL]

STATE OF MARYLAND)
)
COUNTY OF CHARLES) SS

On this 14th day of June, 1984, before me appeared Charles E. Stuart and Edwin L. Kelly to me personally know, who, being by me duly sworn, did say that they are the President and Secretary, respectively, of Interstate St. Charles, Inc., the sole General Partner of St. Charles Associates; that the seal affixed to the within Declaration is the corporate seal of Interstate St. Charles, Inc., and that the Declaration was executed on behalf of the Corporation by authority of its Board of Directors; and that Charles E. Stuart and Edwin L. Kelly acknowledged that the execution of the Declaration was the free act and deed of Interstate St. Charles, Inc. Acting on behalf of St. Charles Associates.

WITNESS my hand and official seal.

/s/ Martha Haupt
Notary Public in and for said
County and State

My commission expires: 7/1/86

[Seal]

As owner of approximately 6.93 acres of real estate situated within the Property described in Schedule A hereof, which real estate is known as Lancaster Townhomes and which is more particularly described in Schedule B attached hereto and made a part hereof, Interstate Condominiums, Inc. Hereby consents to the Westlake Village Architectural Covenants-Declaration of Easements, Covenants, Conditions and Restrictions (the "Declaration") and further hereby subordinates its interest in the aforementioned real estate to such Declaration, and to any modification, extension, replacement or renewal thereof approved by the Federal Housing Administration or Veterans Administration.

ATTEST: INTERSTATE CONDOMINIUM, INC.

/s/
Charles E. Stuart
Assistant Secretary

BY: /s/
Edwin L. Kelly
President

[SEAL]

STATE OF MARYLAND)
) ss:
COUNTY OF CHARLES)

On this 14th day of June, 1984 before me appeared Edwin L. Kelly and Charles E. Stuart to me personally know, who, being by me duly sworn, did say that they are the President and Assistant Secretary, respectively, of Interstate Condominiums, Inc.; that the seal affixed to the within Declaration is the corporate seal of Interstate Condominiums, Inc., and that the Declaration was executed on behalf of the Corporation by authority of its Board of Directors; and that Edwin L. Kelly and Charles E. Stuart acknowledged that the execution of the Declaration was the free act and deed of Interstate Condominiums, Inc.

WITNESS my hand and official seal

/s/ Martha Haupt
Notary Public in and for said
county and State

My Commission Expires:
7/1/86

[SEAL]

As the Trustees under a certain Deed of Trust executed by Interstate Condominiums, Inc. For the benefit of Mellon Financial Service Corporation is dated May 3, 1984 and recorded May 4, 1984 in the Land Records of Charles County, Maryland at Liber 982, Folio 04 which Deed of Trust encumbers certain real estate known as Lancaster Townhomes situated within the Property described in Schedule A hereof, and which real estate is more particularly described in Schedule B attached hereto and made a part hereof, Dwight M. Callantine and Julia F. Gallin hereby consent to the within Declaration and further hereby agree to subordinate the aforementioned Deed of Trust to such Declaration, and to any modification, extension, replacement or renewal thereof approved by the Federal Housing Administration or Veterans Administration.

WITNESS:

/s/ /s/
 Dwight M. Callantine
 Trustee

/s/ /s/
 Julia F. Gallin
 Trustee

STATE OF VIRGINIA)
) ss:
 COUNTY OF FAIRFAX)

On this 15th day of June, 1984, before me appeared Dwight M. Callantine and Julia F. Gallin to me personally know, who, being by me duly sworn, did say that they are the Trustees under the aforementioned Deed of Trust; that they have been authorized to execute and have so executed this instrument for the purposes therein set forth; and that the execution of this instrument was their free act and deed.

WITNESS my hand and official seal.

/s/ Mariann R. Miller
Notary Public

[SEAL]

My Commission Expires:

As the Trustees under a certain Deed of Trust executed by St. Charles Associates for the benefit of Perpetual American Federal Savings and Loan (now Perpetual American Bank, F.S.B.) Dated December 14, 1982 and recorded December 14, 1982 in the Land Records of Charles County, Maryland in Liber 880, at Folio 92, which Deed of Trust encumbers all of the Property described in Schedule A hereof, Robert W. Neff and Robert K. Bowie hereby consent to the within Declaration and further hereby agree to subordinate the aforementioned Deed of Trust to such Declaration, and to any modification, extension, replacement or renewal thereof approved by the Federal Housing Administration or Veterans Administration.

WITNESS:

/s/ Robin R. Bell /s/ Robert W. Neff
 Trustee

/s/ Robin R. Bell /s/ Robert K. Bowie
 Trustee

STATE OF VIRGINIA)
) ss:
 COUNTY OF AT LARGE)

On this 20th day of June, 1984, before me appeared Robert W. Neff and Robert K. Bowie, to me personally known who, being by me duly sworn, did say that they are the Trustees under the above-mentioned Deed of Trust; that they have been authorized to execute and have so executed this instrument for the purposes therein set forth; and that the execution of this instrument was their free act and deed.

WITNESS my hand and official seal.

/s/ Priscilla L. Kenyon
Notary Public

My commission expires.
3/12/85

Westlake Village Architectural
Covenants

SCHEDULE A
TO
WESTLAKE VILLAGE ARCHITECTURAL COVENANTS

413.36 ACRE PARCEL ENTITLED LANCASTER NEIGHBORHOOD

BEGINNING for the same at the beginning of the 1st or North 55 deg 44' 08" West, 1476.99 foot line as shown on a Plat entitled "St. Charles Communities, Westlake village, mortgage Outline Plat" and described in a Note and Deed of Trust from St. Charles Associates, inc., to Perpetual American Savings and Loan, Trustee, Dated December 14, 1982 and recorded in the Land Records of Charles County, Maryland, in Liber 880 at Folio 92, thence binding on the aforementioned line, (1) North 55 deg 44' 08" West, 1476.99 feet to a stone (found), thence (2) south 16 deg 05' 01" West, 3203.79 feet to a stake (found), thence binding on the property of Billingsly road Associates, (3) North 21 deg 53' 05" West, 462.87 feet to a stake (found), thence (4) North 81 deg 31' 39" West, 662.76 feet to a stake (found), thence (5) North 30 deg 05' 27" East, 161.90 feet to a stake (found), thence (6) North 15 deg 47' 57" East, 462.45 feet to a stone (found), thence (7) South 42 deg 29' 06" West, 124.73 feet to a stake (found), thence (8) South 32 deg 20' 34" West, 330.23 feet to a stake (found), thence (9) North 48 deg 43' 54" West, 670.80 feet to a stake (found), thence (10) North 45 deg 44' 18", 322.60 feet to a point, thence binding on the Walter A. Willet property, (11) north 15 deg 32' 13" East, 324.20 feet to a pipe (found), thence (12) North 19 deg 35' 44" East, 332.76 feet to a pipe (found) thence (13) North 20 deg 14' 56" East, 199.10 feet to a stake (found), thence (14) North 18 deg 06' 32" East, 131.95 feet to a pipe (found), thence (15) North 18 deg 38' 50" East, 330.02 feet to a stake (found), thence (16) North 50 deg 28' 51" East, 240.42 feet to a stone (found), thence (17) North 01 deg 14' 59" West, 773.01 feet to a stone (found), thence (18) North 84 deg 17' 34" East, 2044.31 feet to a stone (found), thence (19) North 70 deg 47' 52" West, 445.60 feet to a point, thence binding on the said Grim property and the Richard H. Dobson property; (20) North 09 deg 18' 25" East, 1932.07 feet to a stone (found), thence continuing along the Dobson property, (21) North 12 deg 37' 14" East, 632.89 feet to a stone (found), thence binding on the property of Harry Moore, Jr.; (22) North 85 deg 52' 26" East, 2475.63 feet to a Gum Tree thence binding along the outline of a subdivision known as Bel Air Acres the two following course and distances; (23) south 10 deg 13' 26" West, 60.02 feet to a point thence (24) South 64 deg 40' 45" East, 1482.33 feet to a pipe (found), thence binding on the property of Henry G. Dryden, one course, (25) South 25 deg 06' 39" East, 1555.20 feet to a stake (found), thence along the property of Adshermier, Inc.; (26) North 47 deg 25' 15" West, 313.95 feet to a stake (found), thence (27) South 30 deg 10' 23" West, 181.00 feet to a pipe (found), thence binding on the northerly outline of the property of the Waldorf Lions club, the following three courses and distances, (28) South 86 deg 40' 32" West, 666.07 feet; (29) south 04 deg 17' 30" East, 307.41 feet; southwesterly along a curve to the right, having a radius of 225.00 feet, for a distance of 226.46 feet, being subtended by a chord bearing and distance of (30) south 24 deg 32' 30" West, 217.02 feet to a pipe (found), thence leaving said Waldorf Lions Club outline and running for lines of division the following twenty courses and distances, (31) south 79 deg 59' 36" West, 509.43 feet; (32) South 69 deg 21' 21" West, 272.68 feet; Southwesterly along a curve to the right having a radius of 1340.00 feet, for a distance of 373.55 feet being subtended by a chord bearing and distance of (33) south 77 deg 20' 31" West, 372.34 feet; (34) South 85 deg 19' 41" West, 240.98 feet; (35) North 04 deg 40' 19" West, 213.22 feet; Northwesterly along a curve to the right having a radius of 630.00 feet, for a distance of 108.47 feet, being subtended by Chord bearing and distance of (36) North 09 deg 36' 17" West, 108.34 feet; (37) South 75 deg 27' 46" west, 60.00 feet; southeasterly along a curve to the left having a radius of 570.00 feet, for a distance of 98.14 feet being subtended by a Chord bearing and distance of (38) South 09 deg 36' 17" East, 98.02 feet; (39) South 04 deg 40' 19" East, 213.22 feet; (40) South 81 deg 31' 56" West, 654.26 feet; (41) South 66 deg 58' 28" West, 434.63 feet; (42) South 80 deg 38' 56" West, 465.76 feet; (43) south 53 deg 29' 20" East, 170.79 feet; Southeasterly along a curve to the left having a radius of 1140.00 feet, for a distance of 479.74 feet, being subtended by a Chord bearing and distance of (44) South 65 deg 32' 41" East, 476.21 feet; (45) south 77 deg 36' 01" East 149.22 feet, (46) South 12 deg 23' 59" West, 120.00 feet (47) south 77 deg 36' 01" East, 82.89 feet; Southeasterly along a curve to the right having a radius of 1140 feet, for a distance of 212.39 feet, being subtended by a chord bearing and distance of (48) south 72 deg 15' 47" East, 212.08 feet; (4) south 20 deg 03' 23" West, 213.61 feet; (50) South 34 deg 15' 52" West, 531.22 feet to the point of BEGINNING.

Containing 413.37 acres of land, more or less.

513.06 ACRE PARCEL ENTITLED HAMPSHIRE NEIGHBORHOOD

BEGINNING for the same at the beginning of the 17th or south 69 deg30'40" West, 656.93 foot line as shown on a Plat entitled "St. Charles Communities, Westlake village, Mortgage Outline Plat" and described in a Note and Deed of Trust from St. Charles Associates, Inc., to Perpetual American Savings and Loan, Trustee, dated December 14, 1982 and recorded in the Land Records of Charles County, Maryland in Liber 880 at folio 92, thence binding on the aforementioned line, (1) south 69 deg30'40" West, 656.93 feet to a pipe (found), thence (2) South 03 deg46'19" East, 907.48 feet to a stone (found), thence binding along a northerly line of the said Willet property and along the Clarence A. Moore property the following course and distance, (3) South 85 deg47'22" West, 3985.30 feet to a stone (found), thence along the northerly outline of the property of Smitty's Management Company, Inc., (4) North 71 deg39'08" West, 619.07 feet to a point, thence leaving said northerly outline and running for lines of division the following four courses and distances; (5) North 13 deg21'47" East, 1127.10 feet; (6) North 85 deg47'55" West, 410.00 feet; Northwesterly along a curve to the right having a radius of 2460 feet for a distance of 860.80 feet, being subtended by a chord and distance of (7) North 75 deg46'27" West, 856.42 feet; (8) North 65 deg44'59" West, 360.76 feet to a point on the easterly side of Middletown Road, thence binding on said easterly side of Middletown Road, (9) North 24 deg15'01" East, 191.76 feet; (10) thence North 12 deg05'59" East, 934.93 feet to a pipe (found), thence (11) North 14 deg06'36" East, 383.62 feet to a pipe (found), thence (12) North 10 deg15'41" East, 126.67 feet to a pipe (found) thence (13) North 01 deg48'50" West, 459.02 feet to a pipe (found) thence leaving said Middletown Road and binding on the Blanche Webb property, (14) south 66 deg59'04" East, 348.46 feet to a pipe (found), thence (15) south 65 deg58'35" East, 519.44 feet to a pipe (found), thence (16) North 19 deg15'50" East, 241.95 feet to a pipe (found), thence (17) North 19 deg52'31" East, 567.46 feet to a pipe (found), thence (18) North 88 deg12'08" East, 407.04 feet to a pipe (found), thence (19) North 03 deg28'36" West, 626.88 feet to a pipe (found), thence (20) North 03 deg27'58" West, 184.43 feet to a pipe (found, thence binding on the David Defalco property, (21) North 18 deg26'18" East, 127.00 feet to a point, thence (22) South 71 deg41'35" East, 1161.90 feet to a stone (found), thence (23) North 85 deg18'26" East, 569.30 feet to a pipe (found), thence (24) South 71 deg58'06" East, 343.88 feet to a pipe (found), thence binding on the property of Joseph M. Cavdle, (25) south 76 deg33'31" East, 108.32 feet to a point, thence (26) south 72 deg34'01" East, 329.05 feet to a point, thence (31) south 39 deg35'31" East, 112.87 feet to a point, thence (32) south 43 deg26'31" East, 236.44 feet to a point, thence (33) south 29 deg47'01" East, 68.80 feet to a point, thence (34) south 03 deg 18'29" West, 274.56 feet to a point, thence (35) South 07 deg38'31" East, 271.97 feet to a point, thence (36) South 17 deg59'01" East, 252.47 feet to a point, thence (37) South 46 deg22'01" East, 124.86 feet to a pipe (found), thence binding on the Lorena M. Grim property; (38) South 50 deg25'46" East, 195.22 feet to a point, thence (39) South 36 deg57'26" East, 264.00 feet to a point, thence (40) south 49 deg08'26" East, 334.00 feet to a point, thence (41) south 33 deg16'26" East, 260.70 feet to a stone (found) thence leaving the boundary of the aforementioned Grim Property and running for a line of division through the property described in the aforementioned Deed of Trust to Perpetual American Savings and Loan, (42) South 01 deg14'59" East, 773.01 feet to the Point of Beginning.

Containing 513.062 acres of land, more or less.

SCHEDULE B

Parcel lettered "F-1" in a subdivision known as "ST. CHARLES COMMUNITIES, WESTLAKE VILLAGE, LANCASTER NEIGHBORHOOD," as shown on a plat of subdivision recorded April 25, 1984 among the records of the Charles County Planning Commission in Book No 33 at page 58.

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FIRST AMENDMENT OF
WESTLAKE VILLAGE ARCHITECTURAL COVENANTS

THIS FIRST AMENDMENT TO THE WESTLAKE VILLAGE ARCHITECTURAL COVENANTS (the "Amendment") is made as of this 24th day of March, 1988, by ST. CHARLES ASSOCIATES LIMITED PARTNERSHIP, a Maryland limited partnership (the Developer).

WITNESSETH:

WHEREAS, ST. CHARLES ASSOCIATES LIMITED PARTNERSHIP, a Maryland limited partnership (the "Developer") is the developer of a "New Community" located in Charles County, Maryland, known as St. Charles Communities; and

WHEREAS, the Developer has established a mechanism for the provision and support of various amenities, facilities and services in St. Charles Communities; and

WHEREAS, this mechanism contemplates the establishment of "villages" within St. Charles Communities, each of which villages, in turn, is to consist of a number of "neighborhoods; and

WHEREAS, the Developer has established Westlake Village by, among other things, the recordation of the Westlake Village Declaration of Covenants, Conditions and Restrictions and Reservation of Easements, dated June 27, 1984, among the Land Records of Charles County, Maryland in Book 995, page 163, et seq., (The "Declaration"); and

WHEREAS, the Westlake Village Architectural Covenants --Declaration of Easements, Covenants, Conditions and Restrictions (the "Westlake Village Architectural Covenants"), dated June 27, 1984, was recorded on June 27, 1984, among the Land Records of Charles County, Maryland, in Book 995, page 129, et seq.; and

WHEREAS, the Westlake Village Architectural Covenants and the Declaration are referred to herein collectively, as the "Westlake Covenants"; and

WHEREAS, pursuant to the foregoing instruments, Westlake Village was to encompass certain lands and certain neighborhoods within Westlake Village described in said Westlake Covenants and originally known as Lancaster Neighborhood and Hampshire Neighborhood; and

WHEREAS, the Developer has recorded among the Land Records of Charles County, Maryland, the Lancaster Neighborhood Declaration of Covenants, Conditions and Restrictions and Reservation of Easements (the "Lancaster Neighborhood Declaration") in Book 995, page 187, et seq., and the Hampshire Neighborhood Declaration of Covenants, Conditions and Restrictions and Reservation of Easements in Book 995, Page 219, et seq. (the "Hampshire Neighborhood Declaration"); and

WHEREAS, after the recordation of the Westlake Covenants certain land covered by such instruments and identified as part of the Lancaster Neighborhood was re-designated and made a part of a newly created neighborhood known as Dorchester Neighborhood and governing neighborhood body of which was and is Dorchester Neighborhood Association, Inc., a Maryland non-profit, nonstock corporation; and

WHEREAS, the Developer recorded the Dorchester Neighborhood Declaration of Covenants, Conditions and Restrictions and Reservation of Easements, dated December 8, 1986, among the Land Records of Charles County at Liber 1173, page 154, et seq., (the "Dorchester Neighborhood Declaration"); and

WHEREAS, it was and is the intent of the Developer to have included the Dorchester Neighborhood within Westlake Village, which intent is exhibited by the filing of the Westlake Covenants against the land now subjected to the Dorchester Neighborhood Declaration; and

WHEREAS, the Westlake Covenants, although intending to and in fact covering the land burdened by the Dorchester Neighborhood Declaration, does not now provide a mechanism for participation by the Members of the Dorchester Neighborhood Association, Inc. in the affairs of Westlake Village since the Westlake Covenants only provide for Lancaster Neighborhood and Hampshire Neighborhood and their respective corporate structures; and

WHEREAS, the Dorchester Neighborhood Declaration provides for additional annexable land which is not now subject to the Dorchester Neighborhood Declaration or the Westlake Covenants; and

WHEREAS, by letter dated March 14, 1988, the United States Veterans Administration, which approved the Westlake Covenants, Lancaster Neighborhood Declaration, Hampshire Neighborhood Declaration, and Dorchester Neighborhood Declaration and other pertinent documentation giving rise to the creation of the

respective village and neighborhoods, has determined that certain amendments to the Westlake Covenants are required by the Veterans Administration and that the within amendments to the Westlake Village Architectural Covenants satisfy such Veterans Administration requirements; and

WHEREAS, Section 10.01 of the Westlake Village Architectural Covenants provides that during the Development Period the Developer may amend the Westlake Village Architectural Covenants without the consent of Owners or Tenants if the amendment is necessary to bring the Westlake Village Architectural Covenants into compliance with Veterans Administration requirements; and

WHEREAS, the Development Period has not terminated.

NOW, THEREFORE, the Developer pursuant to Section 10.01 of the Westlake Village Architectural Covenants, hereby amends the Westlake Village Architectural Covenants as set forth below.

1. Section 2.02 is hereby amended to add the following after the first three sentences thereof. Notwithstanding anything hereinabove to the contrary, the Developer may, from time to time, subject all or any portion or portions of the real property described as annexable additional land in Section 6.01 of the Westlake Village Declaration of Covenants, Conditions and Restrictions and Reservation of Easements dated June 27, 1984, recorded among the Land Records of Charles County, Maryland in Book 995, page 163 et seq., as amended ("Declaration") without the consent of the Village Council and/or Owners, Tenants or other members if such annexable additional land is annexed to any one of Lancaster Neighborhood, Hampshire Neighborhood or Dorchester Neighborhood as the same are described or identified in said Declaration.

2. The land described in Schedule A-1 attached hereto is land which may be annexed to the Property, as such term is described in the Westlake Village Architectural Covenants, pursuant to Section 2.02 thereof, as amended by this Amendment. All or any part of such additional land may be made subject to any of all of the covenants and restrictions of the Westlake Village Architectural Covenants, as amended, by the execution and filing, from time to time, for recordation among the Land Records of Charles County, Maryland of an instrument of amendment hereto expressly stating such intentions and describing such additional parcels to be so subjected and the covenants and restrictions applicable thereto.

3. Except as specifically amended herein, the Westlake Village Architectural Covenants shall remain in full force and effect according to its original terms.

IN WITNESS WHEREOF, the Developer, pursuant to Section 10.01 of the Westlake Village Architectural Covenants has executed this Amendment as of the day, month and year first written above.

ST. CHARLES ASSOCIATES
LIMITED PARTNERSHIP,
a Maryland limited partnership

ATTEST: By: Interstate General Company L.P.
General Partner

(Signature) Edwin L. Kelly
Asst. Secretary
By: (Signature) Charles E. Stuart
Senior Vice President

STATE OF MARYLAND)
) ss:
COUNTY OF CHARLES)

On this 24th day of March, 1988, before me, the undersigned, Notary Public in and for said County and State, appeared Charles E. Stuart and Edwin L. Kelly to me personally known, who, being by me duly sworn, did say that they are the Senior Vice President and Asst. Sec. respectively, of Interstate General Company L.P., the sole General Partner of St. Charles Associates Limited Partnership; that this Amendment was executed on behalf of the Limited Partnership by authority of its Partners and that Charles E. Stuart and Edwin L. Kelly acknowledged that the execution of this Amendment was the free act and deed of Interstate General Company L.P. acting on behalf of St. Charles Associates Limited Partnership

WITNESS my hand and official seal

(Signature) Martha Haupt
Notary Public in and for said
County and State

(NOTARIAL SEAL)

My Commission Expires:

7-1-90

SCHEDULE A-1

Legal Description of Dorchester Neighborhood Parcels (not already included in legal description of Lancaster Neighborhood)

SCHEDULE A-1

"Additional Land"

METES AND BOUNDS DESCRIPTION
DORCHESTER NEIGHBORHOOD
(RESIDENTIAL PARCEL)
WESTLAKE VILLAGE
ST. CHARLES COMMUNITIES
WHITE PLAINS ELECTION DISTRICT NO. 6
CHARLES COUNTY, MARYLAND

Beginning for the same at a point on the southwesterly right-of-way line of West Smallwood Drive (P.B. 33/P. 78); said point being at the point of intersection of the easterly fillet curve of "Proposed Western Parkway", and also being the northerly most corner of Parcel "EE", Regional Center, Westlake Village, as shown on a plat thereof recorded among the Land Records of Charles County, Maryland in Plat Book 36 at Page 16; thence with and along a part of the westerly lines of said Parcel "EE" and continuing with the easterly right-of-way lines of "Proposed Western Parkway" the following eleven (11) courses and distances

- 1.) 209.79 feet along the arc of a fillet curve deflecting to the left having a radius of 120.00 feet and a chord bearing and distance of South 70°08'20" West 184.07 feet to a point of tangency; thence
- 2.) South 20°03'23" West 79.19 feet to a point; thence
- 3.) South 34°15'52" West 531.22 feet to a point of curvature; thence
- 4.) 485.00 feet along the arc of a curve deflecting to the left having a radius of 690.00 feet and a chord bearing and distance of South 14°07'41" East 475.07 feet to a point of tangency; thence
- 5.) South 06°00'30" East 407.94 feet to a point of curvature; thence
- 6.) 1196.89 feet along the arc of a curve deflecting to the right, having a radius of 1260.00 feet and a chord bearing and distance of South 21°12'17" West 1152.40 feet to a point of tangency; thence
- 7.) South 48°25'04" West 857.01 feet to a point of curvature; thence
- 8.) 878.98 feet along the arc of a curve deflecting to the right having a radius of 2660.00 feet and a chord bearing and distance of South 57°53'04" West 874.99 feet to a point of tangency; thence
- 9.) South 67°21'03" West 2033.30 feet to a point of curvature; thence
- 10.) 490.63 feet along the arc of a curve deflecting to the left having a radius of 690.00 feet and a chord bearing and distance of South 46°58'51" West 480.36 feet to a point of tangency; thence
- 11.) South 26°36'38" West 121.52 feet to a point on the northerly line of Billingsley Road (40 foot right-of-way); thence leaving the proposed easterly line of "Proposed Western Parkway", with and along the northerly line of the aforesaid Billingsley Road
- 12.) North 63°23'22" West 120.00 feet to a point; thence
- 13.) North 63°23'22" West 1922.24 feet to a point at the southwesterly corner of "Parcel A", part of the Property of Donald S Franyo, et ux, et al"; thence leaving the said northerly line of Billingsley Road, with and along the outlines of the land aforesaid Parcel "A", the following four (4) courses and distances
- 14.) North 55°16'12" East 657.53 feet to a point, thence
- 15.) North 34°43'48" West 439.14 feet to a point, thence
- 16.) South 55°16'12" West 464.50 feet to a point, thence
- 17.) South 26°36'38" West 380.00 feet to a point on the aforesaid northerly line of Billingsley Road; thence with and along the northerly line of said Billingsley Road
- 18.) North 63°23'22" West 646.39 feet to a point at the southeasterly corner of now or formerly R&A Builders (P.B. 16/P. 21); thence leaving the said northerly line of Billingsley Road

19.) North 33°07'10" East 134.76 feet to a point at a corner common between the land herein described, the aforesaid lands now or formerly of R&A Builders and the lands of Walter A. Willett (L.57/F.473); thence with and along the easterly lines of Walter A. Willett the following eight (8) courses and distances:

20.) North 33°07'10" East 445.60 feet to a point; thence

21.) North 22°07'10" East 297.00 feet to a point; thence

22.) North 20°07'10" East 396.00 feet to a point; thence

23.) North 21°07'10" East 132.00 feet to a point; thence

24.) North 14°07'10" East 85.80 feet to a point, thence

25.) North 26°37'10" East 382.80 feet to a point; thence

26.) North 21°37'10" East 1320.00 feet to a point; thence

27.) North 00°22'50" West 132.00 feet to a point on the southerly line of "Parcel "O", Hampshire Neighborhood, Westlake Village" as shown on a plat thereof (P.B. 36/P. 9); thence with and along a part of the southerly and easterly lines of said Parcel "O" and through the lands of St. Charles Associates (L.454/F.21) the following two (2) courses and distances

28.) North 85°36'19" East 301.78 feet to a point; thence

29.) North 03°46'19" West 966.87 feet to a point on the southerly right-of-way line of the aforesaid West Smallwood Drive; thence with and along the said southerly right-of-way line the following fourteen (14) courses and distances

30.) North 69°30'40" East 315.78 feet to a point of curvature; thence

31.) 388.21 feet along the arc of a curve deflecting to the left having a radius of 1140.00 feet and a chord bearing and distance of North 59°45'20" East 386.33 feet to a point of tangency; thence

32.) North 50°00'00" East 482.09 feet to a point of curvature; thence

33.) 688.95 feet along the arc of a curve deflecting to the right having a radius of 1140.00 feet and a chord bearing and distance of North 67°18'47" East 678.51 feet to a point of tangency; thence

34.) North 84°17'34" East 263.16 feet to a point; thence

35.) South 05°22'26" East 10.00 feet to a point; thence

36.) North 84°17'34" East 348.21 feet to a point of curvature; thence

37.) 424.97 feet along the arc of a curve deflecting to the right having a radius of 1130.00 feet and a chord bearing and distance of South 84°36'00" East 422.47 feet to a point; at the northwesterly corner of Parcel "N" as shown on a plat entitled "Parcel "N", Lancaster Neighborhood, Westlake Village, St. Charles Communities" (P.B. 35/P.73); thence with and along the westerly, southerly, and easterly lines of said Parcel "N" the following five (5) courses and distances

38.) South 16°05'01" West 469.67 feet to a point; thence

39.) South 55°44'08" East 1356.99 feet to a point; thence

40.) North 34°15'52" East 516.26 feet to a point; thence

41.) North 20°03'23" East 65.22 feet to a point; thence

42.) 204.53 feet along the arc of a fillet curve deflecting to left having a radius of 120.00 feet and a chord bearing and distance of North 28°46'19" West 180.66 feet to a point of tangency on the southerly right-of-way line of aforementioned West Smallwood Parkway; thence with and along part of said southerly right-of-way line

43.) 354.59 feet along the arc of a curve deflecting to the right having a radius of 1140.00 feet and a chord bearing and distance of South 68°41'22" East 353.16 feet to the point of beginning containing 372.067 acres of land, more or less.

Being part of the lands described in four (4) conveyances to St. Charles Associates as follows:

1.) by deed from Interstate Land Development, Inc. dated May 25, 1976 and recorded in Liber 454 at Folio 21; and