

Villages of Marlborough Community Association, Inc.
c/o Blackstone Management, LLC
LaPlata, MD 20646

Expires 30 days from, June 30, 2017

CERTIFICATE OF RESALE

TO: DeLontae C. Jenkins
4742 King John Way
Upper Marlboro, MD 20772

FROM: Villages of Marlborough Community Association, Inc.

Re: 4742 King John Way Upper Marlboro, MD 20772

We hereby certify the following as of June 30, 2017, except as hereinafter stated:

A. The status of assessments with respect to the unit is as follows:

Current assessment due	\$607.00
Assessments in arrears	\$0.00

TOTAL DUE	\$607.00

The Association levies annual assessments, payable Annually, in the amount of \$121.00. Special assessments may be levied in accordance with the by-laws for the same purpose. The Manager for the preparation of a Certificate of Resale currently charges a fee up to \$159.00.

The Association may charge late interest, collection and legal fees, and take actions to cure the deficiency, including lien actions and foreclosure actions.

There are no other fees imposed by the Association at this time, except:

- B. The following, if any, is a list of capital expenditures currently planned by the Association:
- C. As of June 30, 2017, there is a balance in the reserve for replacement (Reserve Fund) of a (See attached Balance Sheet), the Board of Directors for the following specific projects:
- D. Attached to this certificate is a statement of financial condition (balance sheet).

An income and expense statement and the current operating budget for year most recently ended are also included.

- E. There are no unsatisfied judgments against the Association nor any pending suits in which the Association is a Defendant except as follows:
- F. The Association holds property and liability insurance policies covering the common elements of the Association as required in the by-laws. The precise terms of the policies prevail over any general descriptions of coverage here or elsewhere.
- G. The Association has no knowledge of whether any improvements or alterations made to any lot are in violation of the Association instruments except as follows
- H. There is no leasehold estate affecting the Association.
- I. The Association has no knowledge of any violation of health or building codes with respect to the lots or limited common elements except as follows:
- J. The information contained in this Certificate of Resale is based on the best knowledge and belief of the preparer as of the date of this document.

The Association may charge a fee for the Preparation of the Certificate of Resale.

The Association is professionally managed by Blackstone Management, LLC. All checks for Assessments should be made payable to Villages of Marlborough Community Association, Inc. and mailed to:

Villages of Marlborough Community Association, Inc.
c/o Blackstone Management, LLC

P.O Box 1831, La Plata, MD 20646

(240) 349-2117

info@blackstoneAM.com

Dated: June 30, 2017

Villages of Marlborough Community Association, Inc.

BY: _____



Notice

This notice is to inform you that a transfer fee of \$100.00 will be charged to all accounts for transferring to new owner. Please inform your title company to enclose the payment with the HUD1 Form.

Make check payment to:

Blackstone Management, LLC
P.O. Box 1831
La Plata, MD 20646
(240) 349-2117

VOM 2017
Proposed Budget

	2016 Annual	2016 Actual <small>1-1-16 to 11.23.16</small>	Proposed 2017
<u>INCOME</u>			
Assessments	229,658	229,658	229,658
Uncollectable Assessments	-40,535	-59,966.14	-42,838
Contribution to Reserve	-7,000	0	0
	182,123	169,691.86	186,820
<u>EXPENSES</u>			
<u>Administrative & Management</u>			
Management Fee	21,400	21,400	27,000
Management Bonus	1,250	0	0
Administrative Charges	15,000	26,422.99	3,000
Assessment Billing	0	0	3,000
Copying/Printing/Postage	0	0	2,500
Mailings, Annual, Coupon, Budget	0	0	12,000
Bank fee	503	239.85	500
Community Event	0	0	1,000
<u>General Operating</u>			
Insurance, Liability and D&O	9,500	12,234.78	12,000
Insurance, Fidelity	1,000	0	1,000
Meeting Expenses	900	0	900
Taxes, Federal & State	300	100	150
Taxes, Clean Water	500	1,307.16	300
Website	350	350	350
Bad Debt	0	1,203.24	0
<u>Utilities</u>			
Electricity	1,700	1,154.29	1,400
<u>Professional</u>			
Legal, General	25,000	105,149.91	20,000
Legal, Collections	0	0	5,000
Legal, Debt Payments	0	0	0
Consultant	2,400	120	1,200
Accountant (Tax Filing)	5,000	30,391.22	3,000
Community Patrol	30,000	20,075	38,220
Recording Secretary	1,500	0	900
<u>Grounds</u>			
Landscape Contracts	16,000	15,010	36,000
Mosquito Control	1,400	0	1,400
Snow Removal	2,000	300	1,000
Improvements and Repairs	9,320	2,088.88	15,000
Golf Course	38,000	0	0
<u>TOTAL</u>	182,123	237,547.32	186,820

VOM 2017
Proposed Budget

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Villages of Marlborough Community Association, Inc.

Balance Sheet

06/30/2017

Assets

Accounts Receivable	335,700.55
Automated cash handling	484.00
Bank of America Checking	215,697.84

<u>Total Assets</u>	<u>551,882.39</u>
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Liabilities

Accounts Receivable Over Collected	10,219.99
Accounts Payable - Net Total	67,079.76

<u>Total Liabilities</u>	<u>77,299.75</u>
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Net Worth

Current Operation Funds	409,647.15
Net Income	64,572.49

<u>Total Net Worth</u>	<u>474,219.64</u>
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<u>Total Net Worth and Liabilities</u>	<u>551,519.39</u>
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Villages of Marlborough Community Association, Inc

Bylaws

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BY-LAWS
OF
VILLAGES OF MARLBOROUGH COMMUNITY ASSOCIATION, INC.

ARTICLE I

Section 1. Name and Location. The name of this Corporation is VILLAGES OF MARLBOROUGH COMMUNITY ASSOCIATION, INC. Its principal place of business and mailing address is 14744 Main Street, Upper Marlboro, Maryland 20772. Said principal office may be changed by the Board of Directors at any time and from time to time. The Corporation is a non-profit, non-stock corporation organized under the laws of the State of Maryland. The Corporation may have such other offices within or without the State of Maryland as the Board of Directors or the Members may from time to time designate. This Corporation shall be the Association described in the Declaration, and for purposes of identification shall be hereinafter referred to in these By-Laws as the "Corporation".

Section 2. Applicability. These By-Laws and each provision thereof shall be applicable to all Lots, Units and Members within the communities known as Villages of Marlborough Community Association, Inc., situate in Prince George's County, Maryland, and described in the Declaration.

ARTICLE II
DEFINITIONS

Section 1. "Declaration" as used herein, means that certain Declaration of Covenants, Conditions and Restrictions made the 6th day of JUNE, by MARLBOROUGH DEVELOPMENT CORPORATION, a Maryland corporation, recorded among the Land Records of Prince George's County, Maryland, and any declaration amendatory or supplementary thereto.

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

Section 3. "Occupant" shall mean any person owning, leasing or otherwise occupying a Unit situate on the property.

Section 4. The "Property" or "Properties" shall mean all that real property in the Declaration together with such additions thereto as may hereafter be made.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the "Properties" with the exception of the Common Areas and publicly dedicated rights-of-way.

Section 6. "Association" shall mean the VILLAGES OF MARLBOROUGH COMMUNITY ASSOCIATION, INC.

Section 7. "Member" shall mean and refer to every person, group of persons or entity who holds membership in the Association, including the Declarant.

Section 8. "Common Areas" shall mean all real property (including the improvements thereon) owned by the Association for the common use and enjoyment of the owners. The Common Areas to be owned by the Association at the time of conveyance of the first Lot or Unit are described in Exhibit "B", of the Declaration.

Section 9. "Improvements/Community Facilities" shall mean any improvements or community facility constructed on the Common Areas.

Section 10. "Declarant" or "Developer" shall mean and refer to MARLBOROUGH DEVELOPMENT CORPORATION, a Maryland corporation, its successors and assigns and any other legal entity who, in conjunction with or in lieu of MARLBOROUGH DEVELOPMENT CORPORATION, develops Units on the Property, if such successor, assign or legal entity should acquire more than one undeveloped lot from the Declarant for the purpose of development.

Section 11. "Person" shall mean any individual, firm, corporation, partnership, association, trust or other legal entity or any combination thereof.

Section 12. "Community" shall mean the developments known as "The Villages of Marlborough" situate on the Property.

Section 13. "Manager" or "Management Agent" shall mean and refer to that person, company or other entity retained by the Association to provide maintenance and management services (including the collecting and disbursing of Association funds upon appropriate direction therefor) for the Community.

Section 14. "Specific Design Plan" shall mean that Plan which is approved by the Prince George's County Planning Board, as the third phase of the Comprehensive Design Zone process, as set forth in the Prince George's County Zoning Ordinance.

Section 15. "Unit" shall mean any Condominium Unit or single family dwelling located on any lot of the property.

Section 16. "Institutional Mortgagee" shall mean and refer to the holder of any mortgage or deed of trust on any Lot or Unit provided such holder is an institutional lender and/or a licensed mortgage banker.

Section 17. Any other term used in these By-Laws shall have the same meaning as set forth in the Declaration except where said meaning is clearly inappropriate.

ARTICLE III MEMBERSHIP

Section 1. Members. Every person, group of persons, corporation, trust, firm, partnership, association or other legal entity, or any combination thereof, which owns or occupies a Lot or Unit within that portion of the Community subject to the Declaration shall be a member of the Association; PROVIDED, HOWEVER, that any person, group of persons, corporation, trust, firm, partnership, association or other legal entity, or any combination thereof, which holds such interest solely as security for the performance of an obligation shall not be a member solely by reason of such interest.

assigned to any non-profit corporation, association, trust or other organization organized and operated for such similar purposes.

Section 5. Method of Voting Membership Held by More Than One Person. In the event a membership is held by more than one person, that membership shall, nevertheless, be entitled to only one indivisible vote. The method of voting such membership shall be as described in Article IV, Section 7 of these By-Laws.

ARTICLE IV MEETING OF MEMBERS

Section 1. Place of Meeting. Meetings of the membership shall be held at the principal office or place of business of the Association or at such other suitable place convenient to the membership as may be designated by the Board of Directors.

Section 2. Annual Meetings. The first annual meeting of the members of the Association shall be held at such time as the Board of Directors shall determine but shall be held, in any event, within one (1) year following the date of filing of the Articles of Incorporation with the State Department of Assessments and Taxation of Maryland. Thereafter, the annual meetings of the members of the Association shall be held on such date as the Board of Directors may determine but not less than three nor more than five months after the last day of the Association's fiscal year. If the Board of Directors shall fail to set a date for the annual meeting, in any year, then such meeting for that year shall be held at 8:00 p.m. on the third Wednesday of April. At such meeting there shall be elected by ballot of the members of a Board of Directors in accordance with the requirements of Section 5 of Article V of these By-Laws. The members may also transact such other business of the Association as may properly come before them.

Section 3. Special Meetings. It shall be the duty of the President to call a special meeting of the members as directed by resolution of the Board of Directors or upon a petition signed by members representing at least twenty percent (20%) of the total membership entitled to vote having been presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 4. Notice of Meetings. It shall be the duty of the Secretary to mail a notice of each meeting or special meeting, stating the purpose thereof as well as time and place where it is to be held, to each member of record, at his address as it appears on the membership books of the Association, or if no address appears, at his last known place of address, at least ten but not more than ninety days prior to such meeting. Service may also be accomplished by the delivery of any such notice to the member of his Unit or last known address. Attendance by a member at any meeting of the members shall be a waiver of notice by him of the time, place and purpose thereof.

Section 5. Quorum. The presence, either in person or by proxy, of members entitled to cast one-tenth (1/10) of the votes of each class shall be requisite for, and shall constitute a quorum for the transaction of business at all meetings of

Section 2. Classification of Members. Members of the Association shall be divided into classes as follows:

Class A Members. With the exception of Declarant (but subject to the provisions of this Section converting Class B to Class A membership), every person, group of persons, corporation, partnership, trust or other legal entity who is a record owner of a fee simple interest in any Lot or Unit which is or becomes subject to the Declaration shall be a Class A member of the Association; PROVIDED, HOWEVER, that any such person, group of persons, corporation, partnership, trust, or other legal entity who holds such interest solely as security for the performance of an obligation shall not be a member solely on account of such interest. Class A members shall be entitled to one vote for each Lot or Unit in which they hold the interest required for membership. In the event that more than one person, group of persons, corporation, partnership, trust or other legal entity is the record owner of a fee simple interest in any Lot or Unit, then the vote for the membership appurtenant to such Lot or Unit shall be exercised as they among themselves determine in the manner provided hereinbelow, but (except as herein provided) no more than one vote shall be cast with respect to any Lot or Unit.

Class B Members. The Class B member shall be the Declarant (and/or such other persons to whom Declarant shall assign any Class B membership) and each Class B member shall be entitled to three votes for each Lot or Unit which it holds; PROVIDED, HOWEVER, that such Class B Membership shall lapse and become a nullity on either of the following events, whichever occurs first:

(i) when the total votes outstanding in the Class A Membership equals the total votes outstanding in the Class B Membership, or

(ii) seven (7) years from the date of recordation of this Declaration; PROVIDED, HOWEVER, that if the Declarant is delayed in the improvement and development of the Property on account of a sewer, water or building permit moratorium or any other cause or event beyond the Declarant's control, then the aforesaid seven (7) year period shall be extended by a period of time equal to the length of the delays or three (3) years, whichever is less.

Upon the lapse of all of the Class B memberships, as provided in this Article III. Declarant shall be a Class A member of the Association as to each and every Lot or Unit in which Declarant holds the interest otherwise required for such Class A membership.

Section 3. Assignment of Membership. The Class A membership, but not the Class B memberships, shall be appurtenant to the Lot or Unit owned by a member and may not be assigned except in conjunction with the Lot or Unit to which they are appurtenant. Class B membership shall be freely assignable to any legal entity serving in capacity as a Declarant hereunder as the same is defined in Article II, Section 10.

Section 4. Liquidation Rights. In the event of any voluntary or involuntary dissolution of the Association, the assets of the Association shall be distributed to an appropriate public agency to be used for similar purposes to those for which this Association was created. In the event that such distribution is not accepted, such assets shall be granted, conveyed and

members unless a greater number is provided by the Articles of Incorporation, the Declaration or these By-Laws.

Section 6. Adjourned Meetings. If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may, except as otherwise provided by law, adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

Section 7. Voting. At every meeting of the members, each of the members shall have the right to cast one (1) vote for each membership which he owns on each question. The vote of the members representing fifty-one percent (51%) of the membership present and voting at the meeting, in person or by proxy, shall be necessary to decide any question brought before such meeting, unless the question is one upon which, by express provision of statute or of the Articles of Incorporation, or of the Declaration or of these By-Laws, a different vote is required, in which case such express provision shall govern and control. The vote for any membership which is owned by more than one person may be exercised by any of them present at any meeting unless any objection or protest by any other owner of such membership is noted at such meeting. In the event all of the co-owners of any membership who are present at any meeting of the members are unable to agree on the manner in which the vote for such membership shall be cast on any question, then such vote shall not be counted for purposes of deciding that question. In the event that the membership is owned by a corporation, then the vote for any such membership shall be cast by a person designated in a certificate and attested by the secretary or an assistant secretary of such corporation and filed with the Secretary of the Association prior to the meeting. The vote for any membership which is owned by a trust or partnership may be exercised by any trustee or partner thereof, as the case may be, and, unless any objection or protest by any other such trustee or partner is noted at such meeting, the Chairman of such meeting shall have no duty to inquire as to the authority of the person casting such vote or votes. No member shall be eligible to vote, either in person or by proxy, or to be elected to the Board of Directors if the books or management accounts show such member to be more than sixty (60) days delinquent in any payment due the Association. No vote may be divided into fractional votes on any question.

Section 8. Proxies. A member may appoint any other member or the Declarant or Management Agent as his proxy. Any proxy must be in writing and must be filed with the Secretary in a form approved by the Board of Directors before the appointed time of each meeting. Unless limited by its terms or by statute, any proxy shall continue until revoked by a written notice of revocation filed with the Secretary, by the death of the member, or by conveyance of the Lot or Unit to which the membership is appurtenant.

Section 9. Rights of Mortgagees. Any institutional mortgagee of any Lot or Unit who desires notice of the annual and special meetings of the members shall notify the Secretary to that effect by registered mail, return receipt requested. Any such notice shall contain the name and post office address of such institutional mortgagee and the name of the person to whom notice of the annual and special meetings of the members should be addressed. The Secretary of the Association shall maintain a roster of all institutional mortgagees from whom such notices are received and it shall be the duty of the Secretary to mail or

otherwise cause the delivery of a notice of each annual or special meeting of the members to each such institutional mortgagee, in the same manner, and subject to the same requirements and limitations as are provided in Section 4 of this Article for notice to the members. Any such institutional mortgagee shall be entitled to designate a representative to attend any annual or special meeting of the members and such representative may participate in the discussion at any such meeting and may, upon his request made to the Chairman in advance of the meeting, address the members present at any such meeting. Such representatives shall have no voting rights at any such meeting.

Section 10. Order of Business. The order of business at all regularly scheduled meetings of the regular members shall be as follows:

- (a) Roll call and certification of proxies.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading of minutes of preceding meeting.
- (d) Reports of officers, if any.
- (e) Reports of committees, if any.
- (f) Election or appointment of inspectors of election.
- (g) Election of Directors.
- (h) Unfinished business.
- (i) New business.

In the case of special meeting, items (a) and (b) shall be applicable and thereafter the agenda shall consist of the items specified in the notice of the meeting.

ARTICLE V DIRECTORS

Section 1. Number. The affairs of the Association shall be managed by a Board of Directors initially consisting of three (3) natural persons who need not be Members of the Association, and who shall be designated by the Declarant and who shall hold office until the election of their successors at the first annual meeting of the members of the Association. The names of the directors are: Sterling L. Leppo, Ellwood L. Brown and Richard A. Jacobs.

Commencing with the first annual meeting of the Association, the Board of Directors shall consist of an uneven number of not less than three (3) nor more than seven (7) members who shall be elected by the members of the Association. All directors must be natural persons. Prior to the lapse of all of the Class B memberships as provided for in the Articles of Incorporation and the Declaration, the number of directors shall be determined from time to time by a vote of the initial directors named by the Declarant; thereafter, the number of directors shall be determined by a vote of the members at the annual meeting of members and the number of directors may be changed by a vote of the members at any subsequent annual or special meeting of the members; PROVIDED, HOWEVER, that (a) the limitations of this Section shall continue to apply; and (b) no such change shall operate to curtail or extend the term of any incumbent director.

Section 2. Powers and Duties. The Board of Directors shall have all the powers and duties necessary for the administration of the affairs of the Association and may do all such

acts and things as are not by law or by these By-Laws directed to be exercised and done by the members. The powers and duties of the Board of Directors shall include, but not be limited to, the following:

To provide for the:

(a) care, upkeep, and surveillance of the Common Areas and Recreation Facilities in a manner consistent with the law, the provisions of these By-Laws, and the Declaration.

(b) establishment and collection of assessments and/or carrying charges from the members and for the assessments and/or enforcement of liens therefor in a manner consistent with law and the provisions of these By-Laws and the Declaration.

(c) designation, hiring and/or dismissal of the personnel necessary for the good working order of the Community, for the proper care of the Common Areas, and to provide services for the Community in a manner consistent with law and the provisions of these By-Laws and the Declaration.

(d) promulgation and enforcement of such rules and regulations and such restrictions on or requirements as may be deemed proper respecting the use, occupancy and maintenance of the Common Areas and Recreation Facilities as are designated to prevent unreasonable interference with the use and occupancy of the Community by the members, all of which shall be consistent with law and the provisions of these By-Laws and the Declaration.

Section 3. Management Agent. The Board of Directors may employ for the Association a management agent (the "Management Agent") at a rate of compensation approved by the Board of Directors to perform such duties and services as the Board of Directors shall from time to time authorize in writing. Any agreement with any such management agent shall provide for a maximum term of one year and be terminated upon ninety (90) days notice.

Section 4. Budget. The Board of Directors, with the assistance of counsel and the Management Agent, shall prepare and adopt a budget for each annual assessment period which shall include estimates of the funds required by the Association to meet its annual expenses for that period and shall include reasonable reserves for repair and replacement. The budget herein required to be prepared and adopted by the Board of Directors shall be in a format consistent with the classification of the accounts of the Association, and shall provide for sufficient estimates, on a consistent periodic basis, to permit comparison to and analysis of deviations from the various periodic reports of the actual results of operation and the actual financial condition of the Association, on both a current basis and for prior corresponding periods, all in accordance with generally accepted accounting practices, consistently applied. Copies of the budget shall be available for examination by the members and by their duly authorized agents and attorneys, and by the institutional holder of any first mortgage on any Lot or Unit in the project and by their duly authorized agents and attorneys, during normal business hours, for purposes reasonably related to their respective interests, and upon reasonable notice.

Section 5. Term of Office. At the first annual meeting of the members, the members shall elect the Board of Directors and the term of office of the director receiving the

greatest number of votes shall be fixed for two (2) years. The term of office of the other director or directors shall be fixed for one (1) year. At the expiration of the initial term of office of each respective director, his successors shall be elected to serve a term of two (2) years. In the alternative, the membership may, by resolution duly made and adopted at the first annual meeting of members, or at any subsequent annual meeting, resolve to fix the term for each Director elected at any such meeting at one (1) year. Directors shall hold office until their successors have been elected and hold their first regular meeting.

Section 6. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a Director through normal annual elections as herein provided shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum; and each person so elected shall be a Director until a successor is elected by the members at the next annual meeting.

Section 7. Removal. After the first annual meeting of the Association, any Director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. Prior to the first annual meeting of the Association, any director may be removed from the Board, with or without cause, by the Declarant.

Section 8. Compensation. Except for those Directors named as such in Section 1 of this Article, and any of their successors elected prior to the First Annual Meeting of the members, no remuneration shall be paid to any Director for services performed by him for the Association in any other capacity unless approved by a vote of two-thirds (2/3) of the members.

Section 9. Organization Meeting. The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, provided a majority of the whole Board of Directors shall be present.

Section 10. Regular Meeting. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors, but at least two (2) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, telephone or telegraph, at least six (6) days prior to the day named for such meeting.

Section 11. Special Meetings. Special meetings of the Board of Directors may be called by the President of the Board of Directors on three (3) days' notice to each Director, given personally or by mail, telephone or telegraph, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least one-third (1/3) of the Directors.

Section 12. Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing,

waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board of Directors shall be a waiver of notice by him of the time, place and purpose thereof. If all the Directors are present at any meeting of the Board of Directors, no notice shall be required and any business which may properly come before the Board of Directors at such meeting may be transacted.

Section 13. Quorum. At all meetings of the Board of Directors a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present and voting at a meeting at which a quorum is present shall be the acts of the Board of Directors. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 14. Action Without Meeting. Any action by the Board of Directors required or permitted to be taken at any meeting may be taken without a meeting if all of the members of the Board of Directors shall individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board of Directors.

Section 15. Fidelity Bonds. The Board of Directors shall require that all officers and employees of the Association handling or responsible for association, corporate or trust funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

ARTICLE VI OFFICERS

Section 1. Designation. The principal officers of the Association shall be a President, a Vice President, a Secretary, and a Treasurer, all of whom shall be elected by the Board of Directors and none of whom shall be related by marriage or otherwise. Prior to the first annual meeting of members, the officers of the Association need not be members of the Association. Thereafter, all officers of the Association shall be members of the Association.

Section 2. Election of Officers. The officers of the Association shall be elected annually by the Board of Directors, at the organization meeting of each new Board and shall hold office at the pleasure of the Board of Directors.

Section 3. Removal of Officers. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or any special meeting of the Board of Directors called for such purpose.

Section 4. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the members and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of president of a corporation, including but

not limited to the power to appoint committees from among the membership from time to time as he may, in his discretion, decide is appropriate to assist in the conduct of the affairs of the Association.

Section 5. Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board shall appoint some other member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be delegated to him by the Board of Directors.

Section 6. Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the members of the Association; he shall have custody of the seal of the Association; he shall have charge of the membership transfer books and of such other books and papers as the Board of Directors may direct; and he shall, in general, perform all the duties incident to the office of Secretary.

Section 7. Treasurer. The Treasurer shall have responsibility for association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all moneys and other valuable effects in the name, and to the credit, of the Association, in such depositories as may from time to time be designated by the Board of Directors.

ARTICLE VII LIABILITY AND INDEMNIFICATION OF OFFICERS AND DIRECTORS

Section 1. Liability and Indemnification of Officers and Directors. The Association shall indemnify every officer and director of the Association against any and all expenses, including counsel fees reasonably incurred by or imposed upon any officer or director in connection with any action, suit or other proceeding (including the settlement of any such suit or proceeding if approved by the then Board of Directors of the Association) to which he may be made a party by reason of being or having been an officer or director of the Association whether or not such person is an officer or director at the time such expenses are incurred. The officers and directors of the Association shall not be liable to the members of the Association for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The officers and directors of the Association shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be owners of units) and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director of the Association, or former officer or director of the Association may be entitled.

Section 2. Common or Interested Directors. The Directors shall exercise their powers and duties in good faith and with a view to the best interests of the Association. No

contract or other transaction between the Association and one or more of its Directors, or between the Association and any corporation, firm or association (including the Declarant) in which one or more of the Directors of this Association are directors or officers or are pecuniarily or otherwise interested, is either void or voidable because such Director or Directors are present at the meeting of the Board of Directors or any committee thereof which authorizes or approves the contract or transaction, or because his or their votes are counted for such purposes, if any of the conditions specified in any of the following subparagraphs exist:

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

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

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

Common or interested Directors may be counted in determining the presence of a quorum of any meeting of the Board of Directors or committee thereof which authorizes, approves or ratifies any contract or transaction, and may vote thereat to authorize any contract or transaction with like force and effect as if he were not such a director or officer of such other corporation or not so interested.

ARTICLE VIII MANAGEMENT

Section 1. Management and Common Expenses. The Association, acting by and through its Board of Directors, shall manage, operate and maintain the Common Areas and Community Facilities and, for the benefit of the units and the owners thereof, shall enforce the provisions hereof and shall pay out of the common expense fund hereinelsewhere provided for, the following:

(a) The cost of providing water, sewer, garbage and trash collection, electrical and other necessary utility services for the Common Areas and Community Facilities.

(b) The cost of directors and officers liability, fire, and extended liability insurance for the Common Areas and Community Facilities and the cost of such other insurance as the Association may effect, or deem appropriate.

(c) The cost of the services of a person or firm to manage the project together with the services of such other personnel as the Board of Directors of the Association shall consider necessary for the operation of the project.

(d) The cost of providing such legal and accounting services as may be considered necessary to the operation of the association.

(e) The cost of painting, maintaining, replacing, repairing and landscaping the Common Areas and Community Facilities and such furnishings and equipment as the Board of Directors shall determine are necessary and proper, and the Board of Directors shall have the exclusive right and duty to acquire the same; PROVIDED, HOWEVER, that nothing herein contained shall require the Association to paint, repair or otherwise maintain any lot or any fixtures, appliances or equipment located therein the maintenance of each Lot or Unit being the sole responsibility of the owner or occupant thereof. The maintenance, repair and replacement responsibilities of Condominium Unit Owners may be varied in accordance with a recorded Condominium Declaration and By-Laws.

(f) The cost of any and all other materials, supplies, labor, services, maintenance, repairs, taxes, assessments or the like, which the Association is required to secure or pay for by law, or otherwise, or which in the discretion of the Board of Directors shall be necessary or proper for the operation of the Association and its property.

Section 2. Management Agent. The Association may, by contract in writing, delegate any of its ministerial duties, powers or functions to a Management Agent. The Association and the Board of Directors shall not be liable for any omission or improper exercise by the Management Agent of any such duty, power or function so delegated.

Section 3. Easements for Utilities and Related Purposes. The Association is authorized and empowered to grant (and shall from time to time grant) such licenses, easements and/or rights-of-way for sewer lines, water lines, electrical cables, telephone cables, television and other communication cables, internal and external wiring and antennae, gas lines, storm drains, underground conduits and/or such other purposes related to the provision of public utilities and other common services to the Property or any part thereof as may be considered necessary, appropriate or desirable by the Board of Directors for the orderly maintenance, preservation and enjoyment of the Property or for the preservation of the health, safety, convenience and/or welfare of the owners of the units or the Declarant. Said easements, licenses and rights-of-way shall be granted by vote of the Board of Directors of the Association and the members shall not be required to approve such grants.

Section 4. Limitation of Liability. The Association shall not be liable for any failure of utilities or other services to be obtained by the Association or paid out of the common expense fund, or for injury or damage to person or property caused by the elements or by the owner of any unit, or any other person, or flow from any portion of the Property owned and/or maintained by the Association or from any wire, pipe, drain, conduit, appliance or equipment. The Association shall not be liable to the owner of any Unit for loss or damage, by theft or otherwise, of articles which may be stored upon any of the Common Areas. No diminution or abatement of common expense assessments, as hereinelsewhere provided shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the Common Areas, or to any Unit or from any action taken by the Association to comply with any law, ordinance or with the order or directive of any municipal or other governmental authority.

Section 5. Fiscal Year. The fiscal year of the Association shall be determined by the Board of Directors.

Section 6. Books and Accounts. Books and accounts of the Association shall be kept under the direction of the Treasurer in accordance with good accounting practices. The same shall include books with detailed accounts, in chronological order, of receipts and of the expenditures affecting the project and its administration and shall specify the maintenance and repair expenses of the Common Areas and services, and of any other expenses incurred. That amount of any assessment required for payment of any capital expenditures of the Association shall be credited upon the books of the Association to the "Paid-in-Surplus" account as a capital contribution by the members.

Section 7. Auditing. At the close of each fiscal year, the books and records of the Association shall be audited by an independent Certified Public Accountant whose report shall be prepared and certified in accordance with generally accepted auditing standards. Based upon such report, the Association shall furnish its members with an annual financial statement, including the income and disbursements of the Association.

Section 8. Inspection of Books. The books and accounts of the Association, and vouchers accrediting the entries made thereupon, shall be available for examination by the members of the Association, attorneys representing any of the members, and to the institutional holder of any first mortgage on any unit and/or its duly authorized agents or attorneys, during normal business hours and for purposes reasonably related to their interests as members.

Section 9. Execution of Association Documents. With the prior authorization of the Board of Directors, all notes and contracts shall be executed on behalf of the Association by either the President or Vice President, and all checks shall be executed on behalf of the Association by such officers, agents or other persons as are from time to time authorized by the Board of Directors.

ARTICLE IX USE RESTRICTIONS

Section 1. Residential Use. All Lots or Units shall be used for private, residential purposes exclusively, except for such non-residential uses as may be permitted by the Board of Directors and the Zoning Ordinances of Prince George's County. Nothing in this Section, or hereinelsewhere, shall be construed to prohibit the Declarant from the use of any lots which Declarant owns for promotional or display purposes as "model houses" or from leasing any lot(s) which Declarant owns.

Section 2. Leasing. No Lot or Unit within the project, with the exception of leases entered into by Declarant, shall be rented for transient or hotel purposes, or in any event for an initial period of less than twelve (12) months. No portion of any Lot or Unit (other than the entire Lot or Unit) shall be leased for any period. Any owner of any Lot or Unit who shall lease such Lot or Unit shall promptly following the execution of any such lease, forward a conformed copy thereof to the Board of Directors. Any such lease shall contain a provision to the effect that the rights of the tenant to use and occupy the Lot or Unit shall be subject and subordinate in all respects to

the provisions of the Declaration and these By-Laws and to such rules and regulations relating to the use of the Common Areas or other "house rules" as the Board of Directors may from time to time promulgate. The provisions of this Section shall not apply to any institutional mortgagee of any lot who comes into possession of the Lot or Unit as a result of a foreclosure sale or as a result of a proceeding in lieu of foreclosure.

Section 3. Rule-Making Authority. Set forth in the Declaration are various specific restrictions on the use to which any Owner or Occupant may put his Lot or Unit and/or the Common Areas and Recreation Facilities. The Association, acting either by vote of its Board of Directors or its members so entitled to vote, or both, shall have the right to promulgate rules and regulations implementing and supplementing said restrictions and such rules and regulations shall have the same force and effect as if they were incorporated into the Declaration. Except where immediate implementation is necessary to prevent injury to the health, safety or welfare of persons or to prevent damage or waste to any portion of the Property, such rules and regulations shall be displayed for thirty (30) days after their promulgation prior to becoming effective.

ARTICLE X DESTRUCTION AND DAMAGE

Section 1. Use of Insurance Proceeds. In the event of damage or destruction of any portion or all of the Common Areas by fire or other casualty, the same shall be promptly repaired or reconstructed in substantial conformity with the original plans and specifications with the proceeds of insurance available for that purpose, if any.

Section 2. Proceeds Insufficient. In the event that the proceeds of insurance are not sufficient to repair damage or destruction of the Common Areas by fire or other casualty, or in the event such damage or destruction is caused by any casualty not herein required to be insured against, then the repair or reconstruction of the damaged Common Areas shall be accomplished promptly by the Association at its common expense. The ratable share of the expense of such repairs or reconstruction may be assessed and the lien for the same shall have all the priorities provided for in the Declaration.

ARTICLE XI ARCHITECTURAL STANDARDS

Section 1. Architectural Standards Committee. Each Owner of a Lot or Unit in the Community (other than the Declarant during the course of construction on the Property) by virtue of his acceptance of a warranty deed and the Declaration of Covenants, Conditions and Restrictions (and particularly Article VI thereof), acknowledges the necessity of maintaining the physical appearance and image of the entire residential community as a quality residential community and additionally, that the success of the Declarant in selling the remaining portions of the community is closely related to the physical appearance and image of the completed portions of the community. Except for the rehabilitation and renovation of the lots situate within the community by the Developer and any improvements to any unit or to the Common Areas accomplished concurrently with said construction, and except for purposes of proper maintenance and repair or as

otherwise in these By-Laws provided, it shall be prohibited to install, erect, attach, place, build, alter, plant, remove or construct any structures or other additions to a lot, or to any building on a lot, including but not limited to any awnings, hot tubs, greenhouses, gazebos, patios, balconies, sundecks, porches, covers over patios/balconies/sundecks and porches, solar collecting devices, privacy enclosure walls or retaining walls; or to make any changes or alterations (including alterations in color) within any lot which will alter the structural integrity or appearance of a building or a lot, or otherwise affect the property, interest or welfare of any other lot owner, or impair any easement, until the complete plans and specifications, showing the location, nature, shape, dimensions, material, color, type of construction and/or any other proposed form of change including within limitation, any other information specified by the Board of Directors (or its designated committee) shall have been submitted to and approved in writing as to safety, the effect of any such alterations on the costs of maintaining and insuring the property, and harmony of design, color and location in relation to surrounding structures and topography by the Board of Directors, or by an architectural control committee designated by it. Notwithstanding any of the above, sheds, chain-link fences, exterior clotheslines or clothes drying devices, storage tanks for flammable or otherwise dangerous substances, above-ground swimming pools (other than childrens' wading pools), and exterior aerials, antennas, radio or television broadcasting or receiving devices, metal awnings or any awnings located on the front and side elevations of the unit shall be completely prohibited from being erected, installed or otherwise placed upon any lot or upon any structure within the lot. Exterior storm doors must be other than aluminum mill finish in color. All firewood must be stored in the rear of the unit. Property perimeter fences and privacy enclosures of open patios, swimming pools and garden courts, where approved by the architectural standards committee may not exceed 72 inches in height from finished grade. Property perimeter fences must be located within the confines of, or on the property lot lines as indicated on the Specific Design Plan of The Villages of Marlborough. A copy of the Specific Design Plan will be maintained among the corporate records of the Association. All fences are to be wood in nature of material with a natural wood finish and are to be either "Post and Rail" or "Privacy" or a combination of both types as described in Exhibit "1" attached hereto and made a part of these By-Laws.

Section 2. Architectural Standards Committee - Operation. The Architectural Standards Committee shall be responsible to the Board of Directors and shall be composed of three (3) or more natural persons (but in any event shall always be an uneven number of such persons) designated from time to time by the Board of Directors of the Association. Each homeowners' association and/or condominium association established upon any portion of the Properties shall be afforded representation upon the Architectural Standards Committee of this Association. Each homeowner or condominium association shall be entitled to select one member of the Architectural Standards Committee. In the event that there is an even number of associations represented on the Architectural Standards Committee, then the Board shall select a member-at-large to serve upon the Committee in order to maintain the uneven number of members. The affirmative vote of a majority of the members of the Architectural Standards Committee shall be required in order to adopt or promulgate any rule or regulation, or to make any finding, determination, ruling or order, or to issue any permit, consent, authorization, approval or the like pursuant to the authority contained in this Article.

Section 3. Approvals, Etc. Upon approval by the Architectural Standards Committee of any plans and specifications submitted pursuant to the provisions of this Article, a copy of such plans and specifications, as approved, shall be deposited among the permanent records of such Committee and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same. In the event the Architectural Standards Committee fails to approve or disapprove any plans and specifications which may be submitted to it pursuant to the provisions of this Article within sixty (60) days after such plans and specifications (and all other materials and information required by the Architectural Standards Committee) have been submitted to it in writing, then approval will not be required and this Article will be deemed to have been fully complied with.

Section 4. Limitations. Construction or alterations in accordance with plans and specifications approved by the Architectural Standards Committee pursuant to the provisions of this Article shall be commenced within six (6) months following the date upon which the same are approved by the Architectural Standards Committee (whether by affirmative action or by forbearance from action, as provided in Section 3 of this Article), and shall be substantially completed within twelve (12) months following the date of commencement, or within such longer period as the Architectural Standards Committee shall specify in its approval. In the event construction is not commenced within the period aforesaid, then approval of the plans and specifications by the Architectural Standards Committee shall be conclusively deemed to have lapsed and compliance with the provisions of this Article shall again be required. There shall be no deviations from plans and specifications approved by the Architectural Standards Committee without the prior consent in writing of the Architectural Standards Committee. Approval of any particular plans and specifications or design shall not be construed as a waiver of the right of the Architectural Standards Committee to disapprove such plans and specifications, or any elements or features thereof, in the event such plans and specifications are subsequently submitted for use in any other instance.

Section 5. Certificate of Compliance. Upon the completion of any construction or alterations or other improvements or structure in accordance with plans and specifications approved by the Architectural Standards Committee in accordance with the provisions of this Article, the Architectural Standards Committee shall, at the request of the owner thereof, issue a certificate of compliance which shall be prima facie evidence that such construction, alteration or other improvements referenced in such certificate have been approved by the Architectural Standards Committee and constructed or installed in full compliance with the provisions of this Article and with such other provisions and requirements of these By-Laws as may be applicable.

Section 6. Rules and Regulations, Etc. The Architectural Standards Committee shall from time to time adopt and promulgate such rules and regulations regarding the form and content of plans and specifications to be submitted for approval and may publish such statements of policy, standards, guidelines and/or establish such criteria relative to architectural styles or details, or other matters, as it may consider necessary or appropriate. No such rules, regulations, statements, criteria or the like shall be construed as a waiver of the provisions of this Article or any other provision or requirement of these By-Laws.

The decisions of the Architectural Standards Committee shall be final except that any member who is aggrieved by any action or forbearance from action by the Architectural Standards Committee may appeal the decision of the Architectural Standards Committee to the Board of Directors and, upon the request of such member, shall be entitled to a hearing before the Board of Directors. Two-thirds (2/3) of the Board of Directors shall be required to reverse the decision of the Architectural Standards Committee.

ARTICLE XII
AMENDMENT AND APPROVALS

Section 1. Amendments by Members. These By-Laws may be amended by the affirmative vote of members representing sixty-six and two-thirds percent (66-2/3%) or more of the votes at any meeting of the members duly called for such purpose.

Section 2. Amendments by Declarant. During the period in which the Declarant owns a Class B membership, the Declarant reserves the right to unilaterally amend these By-Laws to meet the requirements of the Federal Housing Administration, Veteran's Administration, Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, or any other governmental or quasi-governmental agency, or to meet the requirements of any mortgage lender; PROVIDED, HOWEVER, that any such amendment shall not materially adversely affect the substantive rights hereunder of any member other than Declarant. Any such amendment shall be distributed to all members.

Section 3. FHA/VA Approval. Notwithstanding anything herein contained to the contrary, as long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, dedication of Common Areas, and amendment of these By-Laws.

Furthermore, any such sale, transfer, assignment, dedication or donation of any common areas or facilities, or any part thereof, in fee or otherwise, whether by the Association or the Declarant, shall require approval of the Prince George's County Planning Board of the Maryland-National Capital Park and Planning Commission, said approval not to be unreasonably withheld. Furthermore, the Commission shall have the right to bring any action for any legal or equitable relief necessary to enforce the aforementioned rights. In addition, the rights, privileges, and obligations afforded to the Prince George's County Planning Board of the Maryland-National Capital Park and Planning Commission set forth herein shall not be subject to any amendment procedures.

ARTICLE XIII
MORTGAGES - NOTICES

Section 1. Notice to Board of Directors. Any owner of any lot in the Community who mortgages such lot shall promptly notify the Board of Directors of the name and address of his mortgagee. The Board of Directors shall maintain suitable records pertaining to such mortgages.

Section 2. Consents. Any provision of these By-Laws to the contrary notwithstanding, the Association shall not, nor shall the members except by consent of two-thirds (2/3) thereof exclusive of the Declarant or the consent of two-thirds (2/3) of

all first mortgages of record, materially modify or amend the provisions of these By-Laws.

Section 3. Definition. As used in this Article, the term "mortgagee" shall mean any mortgagee, and shall not be limited to institutional mortgagees, and the term "Mortgage" shall include a deed of trust. As used generally in these By-Laws, the term "institutional holder" or "institutional mortgagee" shall include banks, trust companies, insurance companies, savings and loan associations, pension funds and any corporation, including a corporation of, or affiliated with, the United States Government, or any agency thereof.

ARTICLE XIV
INTERPRETATION - MISCELLANEOUS

Section 1. Conflict. These By-Laws are subordinate and subject in all respects to the provisions of the Declaration. All of the terms hereof, except where clearly repugnant to the context, shall have the same meaning as in the Declaration. In the event of any conflict between these By-Laws and the Declaration, the provisions of the Declaration shall control. The provisions of the Declaration are incorporated herein by reference.

Section 2. Notices. Unless another type of notice is hereinafter specifically provided for, any and all notices called for in the Declaration and in these By-Laws shall be given in writing.

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

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

Section 5. Captions. The captions and headings contained in these By-Laws are for convenience only and are not a part of these By-Laws and are not intended in any way to limit or enlarge the terms and provisions of these By-Laws.

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

IN WITNESS WHEREOF, we, being all of the Directors of the Villages of Marlborough Community Association, Inc., have hereunto set our hands this 6th day of JUNE, 1985.

WITNESS:

Michael H. Manner

Sterling L. Leppo
Sterling L. Leppo

Michael H. Manner

Ellwood L. Brown
Ellwood L. Brown

Michael H. Manner

Richard A. Jacobs
Richard A. Jacobs

STATE OF MARYLAND)
BALTIMORE) to wit
~~PRINCE GEORGE'S COUNTY~~

I HEREBY CERTIFY that on this _____ day of _____, 1985, before me, the subscriber, a Notary Public of the State of Maryland, in and for Prince George's County, personally appeared Sterling L. Leppo, Ellwood L. Brown, and Richard A. Jacobs and acknowledged the foregoing By-Laws to be the Corporate act and deed.

WITNESS my hand and Notarial Seal the day and year first above written.

Notary Public

My Commission Expires: _____

CERTIFICATION

I, the undersigned, do hereby certify:

1. That I am the duly elected and acting Secretary of the Villages of Marlborough Community Association, Inc., and;
2. That the foregoing By-Laws constitute the original By-Laws of said Corporation, as duly adopted at a meeting of the Board of Directors thereof, held on the _____ day of _____, 1985.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Corporation this _____ day of _____, 1985.

Secretary
Secretary

POLICY RESOLUTION

Whereas, pursuant to Article V, Section 3 of the Declaration of Covenants, Conditions and Restrictions for The Villages of Marlborough Community Association, Inc., the association has the authority to determine whether annual assessments shall be paid monthly, semi-annually or annually in advance; and

Whereas, pursuant to Article V Section 2b of the Bylaws for The Villages of Marlborough Community Association, Inc., the Board of Directors has the power and duty for establishment and collection of assessments; and

Whereas, annual assessments are currently paid on a monthly basis; and

Whereas, each Owner has an obligation to timely pay their annual assessments; and

Whereas, the Association wishes to provide for acceleration of the annual assessment where monthly payments are not timely made.

NOW THEREFORE, BE IT,

RESOLVED: In the event that annual assessments are levied and payable in monthly or other installments based on an annual amount, and there is a default in payment of any one or more of said monthly or other installments, the entire balance of said annual assessment may be accelerated at the option of the Association and may be declared due and payable in full, together with interest, costs and reasonable attorney's fees added to the entire accelerated amount.

AND, BE IT FURTHER

RESOLVED: That this resolution shall be effective as of January 1, 1991.

APPROVED as of this 6th day of November, 1990.

BOARD OF DIRECTORS OF THE VILLAGES OF
MARLBOROUGH COMMUNITY ASSOCIATION, INC.

Margaret D. Dillman

Robert N. Woodwine

Donald K. Boies

J. E. Smith

E. Kathleen Hoops

VILLAGES OF MARLBOROUGH COMMUNITY ASSOCIATION, INC.

The following Resolution was presented to the Board of Directors of the Villages of Marlborough Community Association, Inc. on the 4th day of April, 1991.

WHEREAS, Article VI of the Declaration of Covenants, Conditions and Restrictions of the Villages of Marlborough Community Association, Inc. contains Architectural Controls enforceable by the Board of Directors against individual unit owners which require initial and approval of the Architectural Controls Committee of any landscaping, building, fence, hedge, shrub, tree, wall and other planting or structure commenced, erected or maintained upon any Lot, Unit and/or Common Area, etc. be submitted to Architectural Controls Committee; and

WHEREAS, pursuant to Article IX, Section 3 of the By-Laws of the Villages of Marlborough Community Association, Inc., the Board of Directors may promulgate rules and regulations implementing and supplementing restrictions on the property subject to the Declaration; such rules and regulations having the same force and effect as if they were incorporated into the Declaration; and

WHEREAS, it is the desire of the Board of Directors that in order to minimize the cost to the Association that they be able to recover all costs incurred in enforcing the Architectural Controls as contained in Article VI of the Declaration of Covenants, Conditions and Restrictions for the

Villages of Marlborough Community Association, Inc., including reasonable attorney's fees.

IT IS THEREFORE RESOLVED that the following rule and regulation be enacted by the Villages of Marlborough Community Association, Inc.:

1. All costs incurred by the Villages of Marlborough Community Association, Inc. in the enforcement of the Architectural Controls as contained in the Declaration of Covenants, Conditions and Restriction for the Villages of Marlborough Community Association, Inc., specifically, Article VI, shall be added to and become a part of the assessment to which said Lot or Unit for which the controls are enforced, is subject. Said amount shall also constitute a lien upon the property whereupon such costs have been incurred and may be collected in the same manner and to the same extent as the monthly assessments provided for in Article V of the aforesaid Declaration. The cost shall include reasonable legal fees incurred unless the Association is not successful on any of its claims.

2. BE IT ALSO RESOLVED that the aforesaid rule and regulation shall be sent to all Unit Owners and shall be displayed for thirty (30) days after the date of this Resolution in a prominent place and will not effective until the thirtieth (30th) day after its adoption.

Andree B. Birch
Stacy M. Birch

VILLAGES OF MARLBOROUGH COMMUNITY ASSOCIATION, INC.

POLICY RESOLUTION

WHEREAS, the Board of Directors is the body that develops rules and regulation on behalf of the Association;

NOW, THEREFORE, BE IT HEREBY RESOLVED that each unit owner shall pay as a late charge either \$5.00 or 1/10th of the total amount of any delinquent assessment or installment, whichever is greater, on any delinquency of fifteen calendar days. This late charge may not be imposed more than once for the same delinquent payment.

Approved as of this 7th day of February, 1994.

BOARD OF DIRECTORS
VILLAGES OF MARLBOROUGH COMMUNITY ASSOCIATION, INC.

Margaret Allmon
Tom Adams
Norma Allmon

Leah Barber
Joan Cawley

VILLAGES OF MARLBOROUGH
COMMUNITY ASSOCIATION, INC.

REVISED POLICY RESOLUTION

WHEREAS, pursuant to Article V, Section 3 of the Amended Declaration of Covenants, Conditions and Restrictions for the Villages of Marlborough Community Association, Inc., the Association has the authority to determine whether annual assessments shall be paid monthly, semi-annually or annually in advance; and

WHEREAS, pursuant to Article V, Section 2(b) of the Bylaws for the Villages of Marlborough Community Association, Inc., the Board of Directors has the power and duty for establishment and collection of assessments; and

WHEREAS, annual assessments are currently paid on a semi-annual basis; and

WHEREAS, each Owner has an obligation to timely pay their annual assessments; and

WHEREAS, the Association wishes to provide for acceleration of the annual assessment where semi-annual payments are not timely made.

NOW THEREFORE, BE IT,

RESOLVED: In the event that annual assessments are levied and payable in monthly or other installments based on an annual amount, and there is a default in payment of any one or more of said monthly or other installments, the entire balance of said annual assessment may be accelerated at the option of the Association and may be declared due and payable in full, together with interest, costs and reasonable attorney's fees added to the entire accelerated amount.

AND, BE IT FURTHER,

RESOLVED: That this resolution shall be effective as of January 1, 1996.

APPROVED as of this 23rd day of October, 1995.

THE BOARD OF DIRECTORS
VILLAGES OF MARLBOROUGH COMMUNITY
ASSOCIATION, INC.

Greg Cavely, Pres.
Carol Argentini
Kathleen Stapp

William J. Power
[Signature]

Villages of Marlborough Community Association, Inc

*Amended Declaration
Of
Covenants, Conditions and Restrictions*

AMENDED DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
VILLAGES OF MARLBOROUGH COMMUNITY ASSOCIATION, INC.

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AMENDED DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS AMENDED DECLARATION, made the 21ST day of MARCH 1986, by MARLBOROUGH DEVELOPMENT CORPORATION, a Maryland corporation, hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Prince George's County, State of Maryland, which is more particularly described as:

[See "Exhibit A", attached hereto and made a part hereof].

WHEREAS, by a Declaration of Covenants, Conditions and Restrictions dated June 6, 1985 and recorded on June 10, 1985 among the Land Records of Prince George's County in Liber NLP 6115, page 59 et seq., the Declarant created the Villages of Marlborough Community Association, Inc. and subjected certain land described therein in Exhibit A thereof to the covenants; and

WHEREAS, the Declarant desires to amend said Declaration of Covenants, Conditions and Restrictions- there having been no conveyances of lots by the Declarant as of the date of recording of this Amended Declaration of Covenants, Conditions, and Restrictions.

NOW, THEREFORE, the Declarant hereby specifically amends the Declaration of Covenants, Conditions, and Restrictions dated June 6, 1985 made by it (Marlborough Development Corporation) and recorded among the Land Records of Prince George's County in Liber NLP 6115, page 59 et seq., by substituting therefore this Amended Declaration of Covenants, Conditions, and Restrictions in its entirety; and

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and

conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title, or interest in the described property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof. The property is also subject to: (i) a Amended Declaration of Covenants, dated November 13, 1984 and recorded among the Land Records of Prince George's County in Liber 6007, Folio 459, establishing the obligation to maintain a monumental entrance; (ii) a Recreational Facilities Agreement dated February 13, 1985 by and between the Maryland - National Park and Planning Commission and Marlborough Development Corporation and recorded among the Land Records aforesaid in Liber NLP 6057, page 400 et seq.; and (iii) a Declaration of Covenants made by Marlborough Development Corporation and recorded on June 11, 1985 among the Land Records aforesaid in Liber NLP 6115, page 976 et seq.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to VILLAGES OF MARLBOROUGH COMMUNITY ASSOCIATION, INC., its successors and assigns.

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

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

Section 4. "Common Areas" shall mean all real property (including the improvements thereon) owned by the Association for the common use and enjoyment of the owners. The Common Areas to be owned by the Association at the time of conveyance of the first lot are described in "Exhibit B", attached hereto and made a part hereof.

Section 5. "Member" shall mean and refer to every person, group of persons or entity who holds membership in the Association, including the Declarant.

Section 6. "Mortgagee" shall mean and refer to the holder of any mortgage or Trustee or beneficiary of any deed of trust on any lot provided such holder is an institutional lender and/or a licensed mortgage banker.

Section 7. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties, with the exception of the Common Areas and publicly dedicated rights-of-way.

Section 8. "Unit" shall mean any condominium unit, single family dwelling unit, or rental facility located on any portion of the property.

Section 9. "Declarant" or "Developer" shall mean and refer to MARLBOROUGH DEVELOPMENT CORPORATION, a Maryland corporation, its successors and assigns and any other legal entity which, in conjunction with or in lieu of MARLBOROUGH DEVELOPMENT CORPORATION, develops Units on the Property, if such successor, assign or legal entity should acquire one or more undeveloped lots from the Declarant for the purpose of development and/or construction of a home or unit thereon.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to assess annual fees for the maintenance and improvement of the Common Areas;

(b) the right of the Association to suspend the voting rights and right to use of the Common Areas by an owner for any period during which assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations after a hearing by the Board of Directors of the Association.

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of members and fifty-one percent (51%) of all mortgages holding first mortgages or deeds of trust on Lots that have been recorded, and unless the Maryland-National Capital Park and Planning Commission, or its successors or assigns, has given its prior approval thereof, which approval shall not be unreasonably withheld.

(d) the right of Declarant prior to the conveyance of the Common Areas, and of the Association to grant and reserve easements and rights-of-way through, under, and over and across the Common Areas, for installation, maintenance and inspection of lines and appurtenances for public or private

water, sewer, drainage, fuel oil, communications systems (including cable television), and other utilities.

(e) the right of the Association to limit the number and charge reasonable fees for guests of members utilizing Common Areas;

(f) the right of the Association to establish uniform rules and regulations pertaining to the use of the Common Areas that may be located thereon.

(g) the right and obligation of the Association to regulate the use, maintenance, repair and replacement of all private streets upon the Property, if any, as such private streets are designated on the record plat.

(h) the right of the Association to regulate the use, maintenance, repair and replacement of Common Areas and amenities located thereon.

Section 2. Amended Declaration of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Areas to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

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

Section 2. Classes of Voting Membership. The Association shall have two (2) classes of voting membership:

CLASS A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one (1) vote for each Lot owned. When more

than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

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

- (a) when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership, or
- (b) seven (7) years from the date of recordation of this Amended Declaration; PROVIDED, HOWEVER, that if the Declarant is delayed in the improvement and development of the Property on account of a sewer, water or building permit moratorium or any other cause or event beyond the Declarant's control, then the aforesaid seven (7) year period shall be extended by a period of time equal to the length of the delays or three (3) years, whichever is less.

Provided, however, the Class B membership shall be revived (and the Declarant shall again be entitled to three votes for each lot owned by the Declarant), during any periods of time occurring before December 31, 1995, when by reason of the annexation of additional land as a part of the Properties additional Lots or Units owned by the Declarant exists which, when added to the other Lots or Units then owned by the Declarant,

would result in the Declarant having more than fifty percent (50%) of the votes of the Association were the Declarant to have three (3) votes for each Lot owned by the Declarant instead of only a single vote for each Lot owned by the Declarant.

ARTICLE IV

ANNEXATION OF ADDITIONAL PROPERTY

Section 1. Property Subject to Amended Declaration.

The real property which is, and shall be held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied and improved subject to this Amended Declaration is located in the County of Prince George's, State of Maryland, and is shown on the record plat entitled Plats of Correction, Plats One through Four, Villages of Marlborough recorded among the Land Records of Prince George's County in Plat Book NLP 126, Plat No. 2 through 5. No other real property shall be subject to this Amended Declaration until the same is annexed pursuant to the provisions of Section 2 below, it being understood that the Declarant shall have the right to freely develop any real property owned by it and not annexed pursuant to the provisions of Section 2 in any fashion and for any use not prohibited by law or governmental regulation and shall have no obligation to develop any real property not so annexed, in accordance with any other scheme of development or plan.

Section 2. Additions. The Declarant, without the assent of the Class A members, may annex to the Properties all or any portion of the additional land located in the County of Prince George's and more particularly described on "Exhibit C" attached to this Amended Declaration; PROVIDED, HOWEVER, that in the event any portion of the Properties (including the additional

land currently being annexed) has been approved for federally insured mortgage financing purposes by the Federal Housing Administration or the Veterans Administration, then the prior written consent of such approving agency to the annexation shall be required. Additional property outside the boundaries of the land described on Exhibit C may be annexed only with the consent of two-thirds (2/3) of the Class A and Class B members of the Association who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days and not more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. At this meeting the presence of members or of proxies entitled to cast sixty percent (60%) of the votes of each Class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth above, except that notice shall be sent to all members not less than fifteen (15) days nor more than sixty (60) days in advance of the meeting, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Any annexations made pursuant to this Article, or otherwise, shall be made by recording a Supplementary Amended Declaration of Covenants, Conditions and Restrictions among the Land Records of Prince George's County, Maryland, which Supplementary Amended Declaration shall extend the scheme of the within Covenants, Conditions and Restrictions to such annexed property. Such Supplementary Amended Declaration may contain such supplementary additions and modifications to the Covenants, Conditions and Restrictions set forth in the within Amended Declaration as

may be necessary to reflect the different character or use, if any, of such annexed property.

ARTICLE V

COVENANTS FOR MAINTENANCE ASSESSMENTS

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

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, and welfare of the residents in the Properties, and for the maintenance and improvement of the Common Areas. The annual assessment shall include amounts sufficient to fund an adequate reserve for maintenance, repair and replacement of the Common Areas and any improvements situate thereon.

Section 3. Maximum Annual Assessment. Until January of the year immediately following the conveyance of the first Lot

to an owner the maximum annual assessment shall be Two Hundred Forty Dollars (\$240.00) per lot per year, which shall be payable monthly, quarterly, semi-annually or annually, as determined by the membership or their designated representative.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above ten percent (10%) by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for that purpose.

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

Section 4. Class B Membership Assessment. The Class B member shall be required to pay twenty-five percent (25%) of the annual assessment due on the Lots or Units it owns and that have been annexed into the Association.

Section 5. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas, including fixtures and personal property

related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 6. Notice and Quorum for any Action Authorized under Sections 3 and 5. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 and 5 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the quorum at the subsequent meeting shall be reduced to one-half (½) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Uniform Rate of Assessment. Both annual and special assessments shall be fixed at a uniform rate for all Lots or Units, except as noted in Section 5 of this Article, and may be collected on a monthly basis, quarterly, semi-annually or annually, as determined by the membership or their designated representative.

Section 8. Date of Commencement of Annual Assessments:
Due Dates. The annual assessment provided for herein shall commence ninety (90) days following the sale and settlement of the first residential dwelling constructed on each parcel of ground so annexed. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of

collection in connection with the debt secured by said lien), and the name and address of claimant.

Section 11. Foreclosure. The Declarant, for each Lot or Unit owned within the Properties, hereby covenants, and each Owner of any Lot or Unit by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant, agree and authorize the Association to foreclose on any recorded lien in accordance with the procedures prescribed in the rules pertaining to foreclosures of mortgages in the Maryland Rules of Procedure, as if the Association were the mortgagee and the Owner were the mortgagor.

Section 12. Curing of Default. Upon the timely curing of any default for which a notice of claim of lien was filed by the Association, the officers of the Association are hereby authorized to file or record, as the case may be, an appropriate release of such notice, upon payment by the defaulting owner of a fee, to be determined by the Association, but not to exceed One Hundred Dollars (\$100.00), to cover the costs of preparing and filing or recording such release.

Section 13. Cumulative Remedies. The assessment lien and the rights to foreclosure and sale thereunder shall be in addition to and not in substitution for all other rights and remedies which the Association and its assigns may have hereunder and by law, including a suit to recover a money judgment for unpaid assessments, as above provided.

Section 14. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any Institutional Mortgagee providing purchase money financing in either the form of a single purchase money first mortgage or a combination purchase money first and purchase money second mortgage, such purchase money first and

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

Section 9. Effect of a Non-payment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum. Subject to the provisions of Section 14, the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his Lot.

Section 10. Notice of Lien. No action shall be brought to foreclose said assessment lien or to proceed under the power of sale herein provided less than thirty (30) days after the date of notice of claim of lien is deposited in the United States mail, certified or registered, postage prepaid, to the owner of said Lot or Unit, and a copy thereof is recorded by the Association among the Land Records of Prince George's County, Maryland. Such notice of claim must recite a good and sufficient legal description of any such Lot or Unit, the record owner or reputed owner thereof, the amount claimed (which may at Association's option include interest on the unpaid assessment at the legal rate, plus reasonable attorney's fees and expenses of

purchase money second mortgage combination designed to facilitate financing due to statutory lending limits which may prohibit financing of first mortgages in excess of certain dollar amounts. Sale or transfer of any Lot or Unit pursuant to Mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessment as to payment which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot owner from liability for any assessments thereafter becoming due from the lien thereof.

Section 15. Notice to Mortgagees. Upon request, the Association shall notify the holder of the first mortgage on any Lot or Unit for which any assessment levied pursuant to this Amended Declaration becomes delinquent for a period in excess of sixty (60) days and in any other case where the owner of such Lot or Unit is in default with respect to the performance of any other obligation hereunder for a period in excess of sixty (60) days. Such notification shall be in writing.

ARTICLE VI

ARCHITECTURAL STANDARDS

Except for original construction and landscaping or as otherwise in these covenants provided, no landscaping, building, fence, hedge, shrub, tree, wall or other planting or structure shall be commenced, erected or maintained upon any Lot, Unit, and/or Common Area, nor shall any exterior addition to or change including changes in paint and/or stain colors or alteration therein be made thereto until the plans and specifications showing the nature, kind, shape, dimensions, materials, color and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of

Directors of the Association, or by an Architectural Standards Committee as the Board's representative for this purpose and composed of three (3) or more representatives appointed by the board. In the event said Board or its designated committee fails to approve or disapprove such design and location within sixty (60) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VII

EXTERIOR MAINTENANCE OF DWELLINGS

The Owner of each Lot or Unit shall maintain the landscaping and the improvements situated thereon in a manner satisfactory to the Board or Directors of the Association, except as may be otherwise provided for or modified in the Declaration and By-Laws of Marlborough Condominium, to be recorded subsequent hereto. The Declaration and By-Laws of Marlborough Condominium shall apply solely and exclusively to the Common Elements and Units within such Condominium Regime. In the event an Owner of any Lot or Unit in the Properties shall fail to maintain the landscaping and improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) vote of the Board or Directors, shall have the right, through its agents and/or employees, to enter upon the Lot or Unit and to repair and maintain the landscaping thereon and the exterior of the buildings and any other improvements erected thereon. The cost of such maintenance and repair shall be added to and become part of the assessment to which said Lot or Unit is subject. Said amount shall also constitute a lien upon the property whereupon such repairs have been made and may

be collected in the same manner and to the same extent as the monthly assessment provided for in Article V hereinabove.

ARTICLE VIII

DUTIES AND POWERS OF THE ASSOCIATION

Section 1. In addition to the duties and powers enumerated in its Articles of Incorporation, and By-Laws, or elsewhere provided for herein, and without limiting the generality thereof, the Association shall:

(a) Own, maintain, improve, construct, reconstruct (in the event of deterioration or destruction) and manage all of the Common Areas and all facilities, improvements and landscaping thereon, and all property acquired by the Association, and to pay all the costs thereof;

(b) Pay personal property taxes and other charges assessed against the Common Areas;

(c) Have the authority to obtain, for the benefit of the Common Areas, all water, gas and electric service and refuse collection;

(d) Grant easements where necessary for utilities and sewer facilities over the Common Areas to serve the Common Areas;

(e) Maintain such policy or policies of insurance on the Common Areas as the Board of Directors of the Association deems necessary or desirable in furthering the purposes of and protecting the interest of the Association and its members;

(f) Have the authority to employ a manager or other persons and to contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association, provided that any contract with a person or firm appointed shall not exceed one (1) year in

term unless approved by a majority of the members of the Association, with the exception of an insurance contract that may be for a period not to exceed three (3) years;

(g) Enforce applicable provisions of this Amended Declaration and the By-Laws of the Association and establish and enforce uniform rules and regulations pertaining to the use of the Common Areas;

(h) Have the authority to contract for fire, casualty, liability and other insurance on behalf of the Association.

Section 2. Maintenance of Records. The Association shall maintain adequate books and records and a mortgagee shall have the right to examine the books and records of the Association during regular business hours and upon reasonable notice.

ARTICLE IX

PROHIBITED USES AND NUISANCES

Section 1. Itemization. Except for the activities of the Declarant during original development, construction and marketing period:

(a) No noxious or offensive trade or activity shall be carried on upon any Lot or within any Unit situate upon the Properties, nor shall anything be done therein or thereon which may be or become an annoyance or nuisance to the neighborhood or the other Owners of the Properties.

(b) The maintenance, keeping, boarding and/or raising of animals, livestock or poultry of any kind, regardless of number shall be and is hereby prohibited on any Lot or within any Unit situate upon the Properties, except that this shall not prohibit the keeping of domesticated dogs, cats and/or caged

birds provided they are not kept, or bred or maintained for commercial purposes.

(c) No burning of any trash and no accumulation of storage of litter, new or used building materials or trash of any kind shall be permitted on the Properties.

(d) Except as herein elsewhere provided, no junk vehicle, commercial vehicle, vehicle which does not display current registration, trailer, truck, camper, camp truck, house trailer, boat or the like shall be kept upon the Properties except as determined by the Board of Directors not, (except for bona fide emergencies) shall the repair or extraordinary maintenance of automobiles or other vehicles be carried out thereon. The Association may, in the discretion of the Board of Directors, provide and maintain a suitable area designated for the parties of such vehicles or the like.

(e) Trash and garbage containers shall be kept in a clean and sanitary condition and shall not be permitted to remain in public view except on days of trash collection. Such containers shall be kept in the rear of any unit, or in an area designated by the Board of Directors.

(f) In order to facilitate the free movement of passing vehicles, no automobiles belonging to residents shall be parked on any private streets, except during bona fide temporary emergencies, or unless as otherwise authorized by the Board of Directors.

(g) No structurally sound or healthy trees shall be removed from any Lot without written approval of the Association acting through its Board of Directors or duly appointed committee.

(h) No structure of a temporary character, trailer, tent, shack, barn or other outbuilding shall be used on

any Lot at any time. Temporary playhouses or the like may be so maintained provided that their primary purpose is the maintenance and/or promotion of juvenile recreation subject to application to and approval by the Board of Directors of the Association or by the Architectural Control Committee, as the case may be.

(i) No signs of any character shall be erected, posted, or displayed upon, in or about any Lot or Unit; PROVIDED, HOWEVER, that on temporary real estate sign not exceeding six (6) square feet in area, may be erected upon any Lot placed upon the market for sale or rent.

(j) No structure, planting or material other than sidewalks shall be placed or permitted to remain upon any Lot which may damage or interfere with any easement for the installation or maintenance of utilities, or which may change, obstruct or retard direction or flow of any drainage channels.

(k) The doors of any storage room or the like shall be maintained in a closed position whenever possible.

(l) No outside television or radio aerial or antenna, or other aerial or antenna, for reception or transmission, shall be maintained upon any Lot or Unit.

(m) There shall be no violation of any rules for the use of the Common Areas which may from time to time be adopted by the Board of Directors and promulgated among the membership by them in writing, and the Board of Directors is hereby authorized to adopt such rules.

Section 2. Right of the Association to Remove or Correct a Violation of the Articles. The Association may, in the interest of the general welfare of all the Owners of the Properties and after reasonable notice to the Owner, enter upon any Lot or the exterior of any unit at reasonable hours on any day except Sunday for the purpose of removing or correcting any

violation or breach of any attempted violation of any of the covenants and restrictions contained in this Article, or for the purpose of abating anything herein defined as a prohibited use or nuisance; PROVIDED, HOWEVER, that no such action shall be taken without a resolution of the Board of Directors of the Association or by an Architectural Standards Committee composed of three (3) or more members appointed by the Board.

Section 3. Declarant's Exemption. During the period of development, construction and marketing, the Declarant shall be exempt from the provisions of this Articles.

ARTICLE X

EASEMENTS

Section 1. Property Subject to Easements. The Declarant, for itself, its successors and assigns, hereby declares its express intention to establish subservient condominium regimes and homeowner's associations upon the properties. The easements created pursuant to these Articles shall inure to the benefit of all Owners within the Association, pursuant to Article II hereof.

Section 2. Easements. In addition to the easements reserved on the Plats aforesaid which are for the benefit of the Declarant, its successors and assigns, and Mortgagees;

(a) Declarant for itself, its successors and assigns, hereby declares that every Owner shall have a perpetual easement in, upon, through and over the land shown on the Plat recorded simultaneously herewith, for ingress and egress to all, Lots, Units, and Common Areas, and for use of all sidewalks, walkways, and roadways upon the Property.

(b) Declarant reserves unto itself, its successors and assigns, an easement in, upon, through and over the land comprising the Common Areas for the purpose of installation, maintenance, repair and replacement of all sewer, water, power,

telephone and other communication systems, pipes, lines, mains, conduits, poles, transformers and any and all other equipment or machinery necessary or incidental to the proper functioning of any utility system serving the property.

Section 3. Hiker/Biker Path. The Declarant acknowledges that the owner of the golf course property adjoining the Association has granted or intends to grant a license to the Association for use of the hiker/biker path upon the golf course property. The Declarant for itself, its successors and assigns, hereby declares that every Owner shall have a license for use of the hiker/biker path, for so long as the hiker/biker path exists, such existence to be determined solely by the owner, its successors and assigns, of the golf course property.

ARTICLE XI

GENERAL PROVISIONS

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

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

Section 3. Amendment. The covenants and restrictions of this Amended Declaration shall run with and bind the land, for

a term of twenty (20) years from the date this Amended Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Amended Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by no less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded. Notwithstanding the foregoing, this Amended Declaration shall not be amended without the written consent of seventy-five percent (75%) of the First Mortgagees or seventy-five percent (75%) of the Owners to permit the Association or the Owners to;

(a) By act or omission, seek to abandon or terminate the Association on the provisions of this Amended Declaration relating to architectural standards, exterior maintenance and Common Areas maintenance;

(b) Change the method of determining the obligations or assessments which may be levied against an Owner;

(c) By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Areas, provided, however, that the grant of easements for public utilities or for other public purposes shall not be deemed a transfer within the meaning of this clause;

(d) Use hazard insurance proceeds for losses to the Common Areas for other than the repair, replacement or reconstruction of such improvements and Common Areas except as provided by statute; or

(e) Fail to maintain Fire and Extended Coverage insurance on the Common Areas on a current replacement cost basis in an amount less than one hundred percent (100%) of insurable value based on present replacement cost.

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Section 4. FHA/VA Approval. Anything set forth in Section 3 of this Article to the contrary notwithstanding, the Declarant shall have the absolute unilateral right, power and authority to modify, revise, amend or change any of the terms or provisions of this Amended Declaration, as from time to time amended or supplemented. This unilateral right, power and authority of the Declarant may be exercised only if either the Veterans Administration or the Federal Housing Administration or any successor agencies thereto or other federal, state or local government agencies shall require such action as a condition precedent to the approval by such agency, of the Properties or any part thereof or any Lots or Units thereon, for federally approved mortgage financing purposes under applicable Veterans Administration, Federal Housing Administration or similar programs. If the Veterans Administration or the Federal Housing Administration or any successor agencies approve the Properties or any parts thereof or any Lots or Units thereon for federally approved mortgage financing purposes, thereafter any amendments to the Amended Declaration made during any period of time when there are Class B members shall also require the prior consent of the agency giving such approval.

Furthermore, any such sale, transfer, assignment, dedication or donation of any Common Areas, or any part thereof, in fee or otherwise, whether by the Association or the Declarant, shall require approval of the Prince George's County Planning Board of the Maryland-National Capital Park and Planning Commission, said approval not to be unreasonably withheld. Furthermore, the Commission shall have the right to bring any action for any legal or equitable relief necessary to enforce the aforementioned rights. In addition, the rights, privileges and obligations accorded to the Prince George's County Planning Board of

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the Maryland-National Capital Park and Planning Commission set forth herein, shall not be subject to any amendment procedures.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused these presents to be executed in its corporate name the day and year first above written.

WITNESS:

MARLBROUGH DEVELOPMENT CORPORATION

Michael H. M...

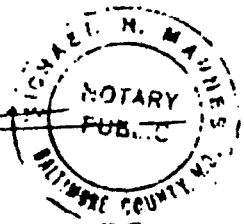
By: Glenn R. Grossman
Glenn R. Grossman,
Vice President

STATE OF MARYLAND)
COUNTY OF BALTIMORE)

On this 21ST day of MARCH, 1986, before the undersigned officer, personally appeared Glenn R. Grossman, who acknowledged himself to be the Vice President of MARLBROUGH DEVELOPMENT CORPORATION, a Maryland corporation, and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such officer.

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

Michael H. M...
NOTARY PUBLIC



My Commission Expires: 7/1/86

VILLAGES OF MARLBOROUGH COMMUNITY ASSOCIATION, INC.

EXHIBIT "A"

PLAT OF CORRECTION
PLAT ONE, PLAT THREE AND PLAT FOUR
LOTS 1-26, BLOCK A AND OPEN SPACE OUTLOT A
LOTS 1-14, BLOCK B AND A PORTION OF PARCEL A
PORTION OF LOT 1, BLOCK D

Containing three parcels of land shown as: Lots 1-26, Block A and Open Space Outlot A as shown "Plat of Correction, Plat One, Lots 1-26, Block A, Open Space Outlot A and Parcel 1, Villages of Marlborough" recorded among the plat records of Prince George's County, Maryland in Plat Book NLP, Plat No. 2; Lots 1-14, Block B and a portion of Parcel A as shown on "Plat of Correction, Plat Four, Lots 1 through 28, Block B, Villages of Marlborough" recorded as aforesaid in Plat Book NLP 126, Plat No. 5; and a portion of Lot 1, Block D as shown on "Plat of Correction, Plat Three, Lots 1 and 2, Block D, Villages of Marlborough" recorded as aforesaid in Plat Book NLP 126, Plat No. 4; and being more particularly described as follows:

PARCEL 1

PLAT OF CORRECTION
PLAT ONE
LOTS 1-26, BLOCK A AND OPEN SPACE OUTLOT A

BEGINNING for the same at a point distant North 04 degrees 00' 01" East 890.23 feet from the end of the Seventh or South 66 degrees 21' 55" West 132.03 foot line as described in Exhibit "A" of a Special Warranty Deed from C.M.E.I., Inc., successor by merger to Cousins Mortgage and Equity Investments, of Cobb County, Georgia to Marlborough Development Corporation, a Maryland corporation by deed dated June 13, 1983 and recorded among the land records of Prince George's County, Maryland in Liber 5704 at Folio 232; said point of beginning also being a corner common to Lot 1, Block A; and Parcel 1, Marlborough Country Club and a point-on-curve on the southern right-of-way line of Colonel's Choice Road as shown on a plat entitled "Plat of Correction, Plat One, "Villages of Marlborough";

THENCE running the following courses and distances with meridian referenced to Washington Suburban Sanitary Commission Grid North:

1. By a curve to the left with a radius of 430.00 feet for a distance of 120.00 feet the arc of which is subtended by a chord bearing South 82 degrees 08' 01" East 119.61 feet to the end of said curve, thence on the western right-of-way line of Colonel Addison Place,
2. South 48 degrees 16' 59" East 33.36 feet to a point,
3. South 06 degrees 26' 15" East 83.80 feet to a point,
4. By a curve to the left with a radius of 350.00 feet for a distance of 128.94 feet the arc of which is subtended by a chord bearing South 16 degrees 59' 39" East 128.24 feet to the end of said curve, thence with the right-of-way line of Colonel Addison Court,
5. South 15 degrees 37' 08" West 32.91 feet to a point,
6. South 54 degrees 47' 16" West 86.34 feet to a point,

7. By a curve to the right having a radius of 20.00 feet for a distance of 17.45 feet the arc of which is subtended by a chord bearing South 79 degrees 47' 09" West 16.90 feet to the end of said curve, thence
8. By a curve to the left having a radius of 50.00 feet for a distance of 244.35 feet the arc of which is subtended by a chord bearing South 35 degrees 12' 43" East 64.29 feet to the end of said curve, thence
9. By a curve to the right having a radius of 20.00 feet for a distance of 17.45 feet the arc of which is subtended by a chord bearing North 29 degrees 47' 20" East 16.90 feet to the end of said curve, thence
10. North 54 degrees 47' 16" East 86.34 feet to a point,
11. South 84 degrees 02' 36" East 32.91 feet to a point,
12. By a curve to the left having a radius of 350.00 feet for a distance of 107.29 feet the arc of which is subtended by a chord bearing South 51 degrees 39' 22" East 106.87 feet to the end of said curve, thence
13. By a curve to the left having a radius of 50.00 feet for a distance of 215.43 feet the arc of which is subtended by a chord bearing North 03 degrees 52' 15" West 82.46 feet to the end of said curve, thence
14. By a curve to the right having a radius of 20.00 feet for a distance of 27.98 feet the arc of which is subtended by a chord bearing North 87 degrees 13' 32" West 25.75 feet to the end of said curve, thence
15. By a curve to the right having a radius of 300.00 feet for a distance of 213.15 feet the arc of which is subtended by a chord bearing North 26 degrees 47' 30" West 208.70 feet to the end of said curve, thence
16. North 06 degrees 26' 15" West 83.80 feet to a point,
17. North 35 degrees 24' 32" East 33.36 feet to a point on the southern right-of-way line of Colonel's Choice Road
18. By a curve to the left having a radius of 430.00 feet for a distance of 62.47 feet the arc of which is subtended by a chord bearing North 73 degrees 05' 57" East 62.40 feet to the end of said curve, thence
19. South 19 degrees 33' 46" East 192.64 feet to a point,
20. South 27 degrees 36' 08" East 40.85 feet to a point,
21. North 88 degrees 10' 04" East 87.96 feet to a point,
22. South 29 degrees 19' 42" East 154.09 feet to a point,
23. South 02 degrees 11' 01" West 48.45 feet to a point,
24. South 56 degrees 50' 30" West 38.95 feet to a point,
25. North 87 degrees 48' 59" West 65.39 feet to a point,
26. South 61 degrees 11' 51" West 58.33 feet to a point,
27. South 29 degrees 33' 43" West 58.00 feet to a point,
28. South 76 degrees 55' 29" West 27.45 feet to a point,
29. North 60 degrees 18' 20" West 97.89 feet to a point,
30. South 37 degrees 20' 18" West 78.95 feet to a point,
31. South 69 degrees 03' 03" West 97.92 feet to a point,
32. North 73 degrees 08' 02" West 104.12 feet to a point,
33. North 35 degrees 19' 09" West 96.90 feet to a point,
34. North 01 degrees 53' 24" West 256.78 feet to a point,
35. North 17 degrees 04' 05" East 140.68 feet to a point,
36. North 55 degrees 23' 32" East 36.00 feet to a point,
37. North 15 degrees 51' 40" East 18.00 feet to the point of beginning.

Containing 4.1916 Acres of land more or less.

PARCEL 2

PLAT OF CORRECTION
 PLAT FOUR
 LOTS 1 THROUGH 14B,
 BLOCK B, AND PORTION OF PARCEL 4

BEGINNING for the same at a point distant North 01 degrees 33' 30" West 992.74 feet from the end of the seventh or South 65 degrees 21' 55" West 132.03 foot line as described in Exhibit "A" of a Special Warranty Deed from C.M.E.I., Inc., successor by merger to Cousins Mortgage and Equity Investments, of Cobb County, Georgia to Marlborough Development Corporation, a Maryland corporation by deed dated June 13, 1983 and recorded among the land records of Prince George's County, Maryland in Liber 5704 at Folio 232; said point of beginning also being at the beginning of the North 12 degrees 13' 06" East 333.69 foot line of "Plat of Correction, Plat Four, Villages of Marlborough";

THENCE running the following 16 courses and distances:

1. North 12 degrees 13' 06" East 333.69 feet to a point,
2. North 33 degrees 57' 42" East 77.69 feet to a point,
3. South 58 degrees 30' 00" East 131.90 feet to a point,
4. By a curve to the left having a radius of 386.50 feet for a distance of 84.78 feet the arc of which is subtended by a chord bearing South 25 degrees 12' 57" West 84.61 feet to the end of said curve, thence
5. South 71 degrees 04' 06" East 19.50 feet to a point,
6. By a curve to the left having a radius of 367.00 feet for a distance of 43.00 feet the arc of which is subtended by a chord bearing South 15 degrees 34' 30" West 42.97 feet to the end of said curve, thence
7. South 12 degrees 13' 06" West 9.50 feet to a point,
8. North 77 degrees 46' 54" West 19.50 feet to a point,
9. South 12 degrees 13' 06" West 97.08 feet to a point,
10. South 77 degrees 46' 54" East 19.50 feet to a point,
11. South 12 degrees 13' 06" West 38.50 feet to a point,
12. North 77 degrees 46' 54" West 19.50 feet to a point,
13. South 12 degrees 13' 06" West 110.36 feet to a point,
14. By a curve to the right having a radius of 368.00 feet for a distance of 27.04 feet the arc of which is subtended by a chord bearing North 74 degrees 55' 30" West 27.03 feet to a point,
15. By a curve to the right having a radius of 368.00 feet for a distance of 66.87 feet the arc of which is subtended by a chord bearing North 67 degrees 36' 15" West 65.78 feet to the end of said curve, thence
16. By a curve to the left having a radius of 432.00 feet for a distance of 39.86 feet the arc of which is subtended by a chord bearing North 65 degrees 02' 46" West 39.85 feet to the point of beginning.

Containing 0.5465 Acres of land more or less.

PARCEL 3

PLAT OF CORRECTION
 PLAT THREE
 PORTION OF LOT 1

BEGINNING for the same at a point distant North 22 degree. 43' 30" East 1078.40 feet from the end of the seventh or South 66

degrees 21' 55" West 132.03 foot line as described in Exhibit "A" of a Special Warranty Deed from C.M.E.I., Inc., successor by merger to Cousins Mortgage and Equity Investments, of Cobb County, Georgia to Marlborough Development Corporation, a Maryland Corporation by deed dated June 13, 1983 and recorded among the land records of Prince George's County, Maryland in Liber 5704 at Folio 232; said point of beginning also being at the beginning of the North 63 degrees 35' 56" West 356.72 foot line of "Plat of Correction, Plat Three, Villages of Marlborough";

THENCE running the following 18 courses and distances:

1. North 26 degrees 24' 00" West 82.48 feet to a point,
2. North 60 degrees 24' 00" West 71.48 feet to a point,
3. South 29 degrees 36' 00" West 43.00 feet to a point,
4. South 76 degrees 05' 38" West 30.32 feet to a point,
5. North 60 degrees 24' 00" West 61.21 feet to a point,
6. North 12 degrees 13' 06" East 16.23 feet to a point,
7. North 77 degrees 46' 54" West 19.50 feet to a point,
8. North 12 degrees 13' 06" East 19.50 feet to a point,
9. South 77 degrees 46' 54" East 19.50 feet to a point,
10. North 12 degrees 13' 06" East 9.50 feet to a point,
11. By a curve to the right having a radius of 367.00 feet for a distance of 16.93 feet the arc of which is subtended by a chord bearing North 13 degrees 32' 24" East 16.93 feet to the end of said curve, thence
12. South 60 degrees 24' 00" East 77.22 feet to a point,
13. North 29 degrees 36' 00" East 88.51 feet to a point,
14. South 60 degrees 24' 00" East 93.92 feet to a point,
15. South 29 degrees 36' 00" West 136.10 feet to a point,
16. South 60 degrees 24' 00" East 31.66 feet to a point on the
17. South 26 degrees 24' 00" East 89.20 feet to a point on the northern right-of-way line of Colonel's Choice Road, thence
18. South 63 degrees 36' 00" West 22.00 feet to the point of beginning.

Containing 0.6000 Acres of land more or less.

All three parcels BEING part of the lands conveyed by C.M.E.I., Inc, a successor by merger to Cousins Mortgage and Equity Investments, of Cobb County in the State of Georgia, to Marlborough Development Corporation, a Maryland Corporation, by deed dated June 13, 1983, and recorded among the land records of Prince George's County, Maryland in Liber 5704, at Folio 232.

Containing in the aggregate 5.4180 Acres of land more or less.

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VILLAGES OF MARLBOROUGH COMMUNITY ASSOCIATION, INC.

EXHIBIT "B"

There is no real property scheduled to be dedicated to the Villages of Marlborough Community Association, Inc. at the time of conveyance of the first lot as described in Exhibit "A".

VILLAGES OF MARLBOROUGH COMMUNITY ASSOCIATION, INC.

EXHIBIT "C"DESCRIPTION OF
VILLAGES OF MARLBOROUGH

BEGINNING for the same at a pipe found in a pile of stones at the beginning of Part II of the lands conveyed by C.M.E.I., Inc, a successor by merger to Cousins Mortgage and Equity Investments, of Cobb County in the State of Georgia, to Marlborough Development Corporation, a Maryland Corporation, by deed dated June 13, 1983, and recorded among the land records of Prince George's County, Maryland in Liber 5704, at Folio 232;

THENCE, with the thirty-ninth through the thirty-first and a part of the thirtieth lines thereof, reversed, the following ten (10) courses and distances:

1. North 69 degrees 21' 35" West 99.02 feet to a point;
2. South 83 degrees 08' 25" West 104.42 feet to a point;
3. North 83 degrees 29' 01" West 1383.40 feet to a point;
4. South 58 degrees 21' 55" West 264.07 feet to a point;
5. South 33 degrees 21' 55" West 99.03 feet to a point;
6. South 69 degrees 21' 55" West 627.13 feet to a point;
7. South 66 degrees 21' 55" West 132.03 feet to a point;
8. South 73 degrees 21' 55" West 462.30 feet to a point;
9. South 82 degrees 21' 55" West 86.48 feet to a point;
10. South 44 degrees 51' 55" West 258.15 feet to a point;
11. 193.44 feet along the arc of a curve deflecting to the left, having a radius of 869.61 feet and a chord bearing North 81 degrees 32' 54" West 193.04 feet to a point of tangency;
12. North 87 degrees 55' 13" West 196.71 feet to a point of curvature; and
13. 395.08 feet along the arc of a curve deflecting to the left, having a radius of 588.31 feet and a chord bearing South 72 degrees 50' 28" West 387.70 feet to a point;
14. North 87 degrees 59' 29" West 55.26 feet to a point on the eastern right-of-way line of Brown Station Road, thence with said eastern right-of-way line as shown on Prince George's County Department of Public Works Plat Number 852;
15. North 42 degrees 59' 29" West 717.18 feet to a point;
16. 132.72 feet along the arc of a curve deflecting to the right, having a radius of 2832.79 feet and a chord bearing North 41 degrees 38' 54" West 132.70 feet to the end of said curve;
17. 220.07 feet along the arc of a curve deflecting to the left, having a radius of 2391.15 feet and chord bearing North 38 degrees 04' 55" West 219.99 feet to intersect the aforesaid right-of-way line, thence continuing with said eastern right of way line of Brown Station Road as shown on Prince George's County Department of Public Works Plat Numbered 852, 853 and 854, the following four (4) courses and distances:
18. 417.21 feet along the arc of a curve deflecting to the right, having a radius of 2832.79 feet and chord bearing North 31 degrees 40' 40" West 412.85 feet to the end of said curve
19. North 27 degrees 29' 56" West 1547.41 feet to a point of curvature; and

20. 767.17 feet along the arc of a curve deflecting to the right, having a radius of 2832.79 feet and chord bearing North 19 degrees 44' 26" West 764.82 feet, to the end of said curve,
21. North 03 degrees 00' 07" East 56.74 feet to a point; and
22. North 13 degrees 53' 22" West 174.68 feet to intersect the aforesaid eastern right-of-way line, thence with said right-of-way line as shown on Prince George's County Department of Public Works Plat Number 855,
23. North 08 degrees 21' 16" West 335.38 feet to a point;
24. North 03 degrees 08' 22" West 255.41 feet to a point;
25. North 04 degrees 06' 38" East 264.00 feet to a point;
26. North 42 degrees 23' 22" West 116.87 feet to a point;
27. North 70 degrees 21' 38" East 528.00 feet to a point;
28. North 69 degrees 06' 38" East 594.00 feet to a point;
29. North 53 degrees 38' 22" West 383.63 feet to a point;
30. North 26 degrees 08' 22" West 261.00 feet to a point;
31. North 08 degrees 51' 38" East 222.75 feet to a point;
32. North 15 degrees 38' 22" West 335.45 feet to a point;
33. North 00 degrees 36' 38" East 272.25 feet to a point;
34. South 35 degrees 38' 22" East 165.00 feet to a point;
35. South 26 degrees 53' 22" East 528.00 feet to a point;
36. South 38 degrees 10' 32" East 336.19 feet to a point;
37. South 40 degrees 53' 22" East 401.45 feet to a point;
38. South 58 degrees 08' 22" East 343.21 feet to a point;
39. North 63 degrees 50' 36" East 568.77 feet to a point;
40. South 74 degrees 08' 34" East 566.43 feet to a point;
41. South 81 degrees 38' 34" East 256.73 feet to a point;
42. South 49 degrees 53' 34" East 132.00 feet to a point;
43. South 23 degrees 23' 34" East 164.99 feet to a point;
44. South 01 degrees 23' 34" East 461.98 feet to a point;
45. South 38 degrees 53' 34" East 230.99 feet to a point;
46. South 31 degrees 36' 26" West 132.00 feet to a point;
47. South 34 degrees 38' 34" East 244.19 feet to a point;
48. South 18 degrees 53' 34" East 71.94 feet to a point;
49. South 82 degrees 23' 34" East 287.09 feet to a point;
50. South 80 degrees 53' 34" East 273.89 feet to a point;
51. South 66 degrees 73' 34" East 132.00 feet to a point;
52. South 44 degrees 53' 34" East 99.00 feet to a point;
53. South 36 degrees 23' 34" East 536.23 feet to a point;
54. South 25 degrees 53' 34" East 329.99 feet to a point;
55. South 34 degrees 23' 02" East 102.61 feet to a point;
56. South 73 degrees 54' 02" East 145.16 feet to a point;
57. South 31 degrees 42' 42" East 171.83 feet to a point;
58. South 86 degrees 27' 02" East 212.47 feet to a point;
59. South 21 degrees 51' 42" East 334.54 feet to a point;
60. South 77 degrees 50' 22" East 177.33 feet to a point;
61. South 58 degrees 52' 12" East 226.66 feet to a point;
62. South 46 degrees 30' 00" East 220.00 feet to a point;
63. South 23 degrees 30' 00" East 72.00 feet to a point;
64. South 12 degrees 45' 00" West 158.00 feet to a point;
65. South 12 degrees 30' 00" East 190.00 feet to a point;
66. South 88 degrees 39' 42" East 78.25 feet to a point;
67. North 46 degrees 28' 30" East 19.64 feet to a point;
68. South 88 degrees 00' 52" East 27.91 feet to a point;
69. South 07 degrees 36' 52" East 130.38 feet to a point;
70. South 41 degrees 28' 42" East 229.26 feet to a point;
71. South 31 degrees 23' 08" West 79.06 feet to a point;
72. South 33 degrees 36' 22" East 86.95 feet to a point;
73. South 57 degrees 23' 12" East 160.84 feet to a point;
74. South 60 degrees 47' 28" West 87.12 feet to the place of beginning.

Containing 409.33 Acres of land more or less.

SAVING AND EXCEPTING the following two parcels of land:

PARCEL 1

BEGINNING for the same at the end of the 14th or North 87 degrees 59' 29" West line of the above described parcel of land said point being at the intersection of Brown Station Road and Old Marlboro Pike thence running with the 1st through the 5th lines of the above described parcel of land.

1. North 42 degrees 59' 29" West 717.18 feet to a point,
2. By a curve to the right having a radius of 2832.79 feet for a distance of 132.72 feet the arc of which is subtended by a chord bearing North 41 degrees 38' 54" West 132.70 feet to the end of said curve,
3. By a curve to the left having a radius of 2391.15 feet for a distance of 220.07 feet the arc of which is subtended by a chord bearing North 38 degrees 04' 55" West 219.99 feet to the end of said curve,
4. By a curve to the right having a radius of 2832.79 feet for a distance of 413.21 feet the arc of which is subtended by a chord bearing North 31 degrees 40' 40" West 412.85 feet to the end of said curve,
5. North 27 degrees 29' 56" West 286.79 feet to a point, thence leaving said right-of-way and running the following courses and distances,
6. South 87 degrees 11' 50" East 518.72 feet to a point,
7. South 21 degrees 40' 28" East 74.62 feet to a point,
8. North 47 degrees 05' 49" East 61.36 feet to a point,
9. South 52 degrees 06' 14" East 111.34 feet to a point,
10. North 88 degrees 34' 23" East 95.26 feet to a point,
11. North 09 degrees 58' 06" East 54.47 feet to a point,
12. North 71 degrees 38' 56" East 53.04 feet to a point,
13. South 46 degrees 12' 22" East 83.63 feet to a point,
14. North 48 degrees 38' 11" East 88.68 feet to a point,
15. North 8 degrees 24' 37" East 251.52 feet to a point,
16. South 64 degrees 03' 25" East 123.22 feet to a point,
17. South 25 degrees 50' 05" East 185.40 feet to a point,
18. South 20 degrees 38' 58" East 171.29 feet to a point,
19. By a curve to the left having a radius of 60.00 feet for a distance of 87.37 feet the arc of which is subtended by a chord bearing South 61 degrees 14' 24" East 79.85 feet to the end of said curve,
20. North 66 degrees 50' 13" East 103.11 feet to a point,
21. By a curve to the right having a radius of 150.00 feet for a distance of 114.42 feet the arc of which is subtended by a chord bearing South 84 degrees 31' 02" East 111.67 feet to the end of said curve, thence
22. South 76 degrees 12' 01" East 29.25 feet to a point,
23. South 51 degrees 38' 55" East 140.00 feet to a point,
24. South 30 degrees 29' 32" East 455.79 feet to a point,
25. South 16 degrees 38' 05" East 245.00 feet to a point on the eighth or South 73 degrees 21' 55" West 462.30 foot line of the parcel described above thence running with and binding on part of said line,
26. South 73 degrees 21' 55" West 35.00 feet to a point,
27. South 82 degrees 21' 55" West 86.48 feet to a point,
28. South 44 degrees 51' 55" West 258.15 feet to a point,

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29. By a curve to the left having a radius of 869.61 feet for a distance of 193.44 feet the arc of which is subtended by a chord bearing North 81 degrees 32' 54" West 193.04 feet to the end of said curve, thence
30. North 87 degrees 55' 13" West 196.71 feet to a point,
31. By a curve to the left having a radius of 588.31 feet for a distance of 395.08 feet the arc of which is subtended by a chord bearing South 72 degrees 50' 28" West 387.70 feet to the end of said curve, thence
32. North 87 degrees 59' 29" West 55.26 feet to the point of beginning.

Containing 40.8682 Acres of land more or less.

PARCEL 2

The land area presently known as the Duke of Marlborough Golf Course and Country Club.

Containing 123.0149 Acres of land more or less.

The residual containing an aggregate of 245.5851 Acres of land more or less.

BEING part of the lands conveyed by C.M.E.I., Inc. a successor by merger to Cousins Mortgage and Equity Investments, of Cobb County in the State of Georgia, to Marlborough Development Corporation, a Maryland Corporation, by deed dated June 13, 1983 and recorded among the land records of Prince George's County, Maryland in Liber 5704, at Folio 232.

SAVING AND EXCEPTING from the 245.5841 Acres of land more or less.

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<p>MEMBER OF PARLOR OF COMMUNITY ASSOCIATION AND MEMBERSHIP</p>	<p>LEAGUE OF PARLOR OF COMMUNITY ASSOCIATION, INC.</p>		<p>Michael H. Nanter, Esquire BURKE, GERBER, WILEN, FRANCOMANO & RADDING ATTORNEYS AT LAW WEST WASHINGTON STREET BALTIMORE MARYLAND 21201-4459</p>
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26-34/A16
9.14.87

NO TITLE EXAMINATION
NO CONSIDERATION

8784-554

THIS DEED, Made this 25th day of SEPTEMBER in the year one thousand nine hundred and eight-seven by and between STERLING PROPERTIES ASSOCIATES II, INC., Grantor, Party of the first part, and VILLAGES OF MARLBOROUGH COMMUNITY ASSOCIATION, INC., a Maryland corporation, Grantee, Party of the second part.

WITNESSETH, that in consideration of the sum of No Dollars (\$0.00), which is the actual consideration paid or to be paid, including any deed of trust or mortgage to be made or assumed by the Grantee herein, the said Grantor does grant and convey to the said Grantee, its successors and assigns, in fee simple, all those lots of ground situate in Prince George's County, Maryland and described as follows, that is to say:

SEE EXHIBIT "1" ATTACHED HERETO AND MADE A PART HEREOF.

BEING part of the same lots of ground which by two (2) Deeds dated May 5, 1987, recorded among the Land Records of Prince George's County in Liber No. 6640, folios 428 and 494, as confirmed by two (2) Confirmatory Deeds dated May 19, 1987 and recorded among the aforesaid Land Records in Liber No. 6660, folios 721 and 730, were granted and conveyed by Marlborough Development Corporation unto Sterling Properties Associates II, Inc., the within Grantor.

The undersigned officer warrants that this conveyance is not part of a transaction in which there is a sale, lease, exchange or other transfer of all or substantially all of the property and assets of the Corporate Grantor.

TOGETHER with the buildings thereupon, and the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging, or in anywise appertaining.

TO HAVE AND TO HOLD the said described lots of ground and premises to the said Grantees, its successors and assigns, in fee simple.

AND the said party of the first part hereby covenants that it has not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that it will warrant specially the property hereby granted; and that it will execute such further assurances of the same as may be requisite.

WITNESS the name and corporate seal of said body corporate and the signature of Ellwood L. Brown, the Vice President thereof.

WITNESS/ATTEST

STERLING PROPERTIES ASSOCIATES
II, INC., a Maryland Corporation

Susan L. Slayton

By: Ellwood L. Brown (SEAL)
Ellwood L. Brown, Vice President

SEP 29 12 09 PM '87

7
SEP 29 1987

6784 555

STATE OF MARYLAND, City of Baltimore, to wit:

I HEREBY CERTIFY that on this 16th day of September 1987, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared Ellwood L. Brown, who acknowledged himself to be the Vice President of Sterling Properties Associates II, Inc., and that he as such Vice President being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in my presence, the name of the corporation by himself as such Vice President.

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

Cheryl L. Mullan
Notary Public

My Commission Expires: 7/1/90

26-34/A16
8-R-88

TEL NO.

706R.21

301 721 3842 Dec 19, 89 12:04 P.02

RECORDED 8/26/88

NO TITLE EXAMINATION
NO CONSIDERATION

THIS DEED, Made this 17th day of August in the year one thousand nine hundred and eight-eight by and between STERLING PROPERTIES ASSOCIATES II, INC., Grantor, Party of the first part, and VILLAGES OF MARLBOROUGH COMMUNITY ASSOCIATION, INC., a Maryland corporation, Grantee, Party of the second part.

WITNESSETH, that in consideration of the sum of No Dollars (\$0.00), which is the actual consideration paid or to be paid, including any deed of trust or mortgage to be made or assumed by the Grantee herein, the said Grantor does grant and convey to the said Grantee, its successors and assigns, in fee simple, all those lots of ground situate in Prince George's County, Maryland and described as follows that is to say:

SEE EXHIBIT "1" ATTACHED HERETO AND MADE A PART HEREOF.

BEING part of the same lots of ground which by two (2) Deeds dated May 5, 1987, recorded among the Land Records of Prince George's County in Liber No. 6640, folios 428 and 494, as confirmed two (2) Confirmatory Deeds dated May 19, 1987 and recorded among the aforesaid Land Records in Liber No. 6660, folios 721 and 730, were granted and conveyed by Marlborough Development Corporation unto Sterling Properties Associates II, Inc., the within Grantor.

The undersigned officer warrants that this conveyance is not part of a transaction in which there is a sale, lease, exchange or other transfer of all or substantially all of the property and assets of the Corporate Grantor.

TOGETHER with the buildings thereupon, and the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging, or in anywise appertaining.

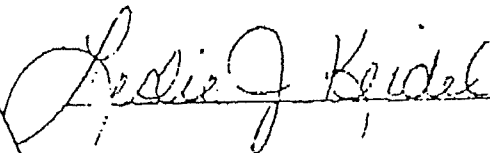
TO HAVE AND TO HOLD the said described lots of ground and premises to the said Grantees, its successors and assigns, in fee simple.

AND the said party of the first part hereby covenants that it has not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that it will warrant specially the property hereby granted; and that it will execute such further assurances of the same as may be requisite.

WITNESS the name and corporate seal of said body corporation and the signature of Ellwood L. Brown, the Vice President thereof.

WITNESS/ATTEST

STERLING PROPERTIES ASSOCIATES
II, INC., a Maryland Corporation



 (S)
ELLWOOD L. BROWN, Vice President

STATE OF MARYLAND, Citrus Co. Baltimore MD

I HEREBY CERTIFY that on this 17th day of August, 1988, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared Ellwood L. Brown, who acknowledged himself to be the Vice President of Sterling Properties Associates, Inc., and that he as such Vice President being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing in my presence, the name of the corporation by himself as such Vice President.

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

Cheryl L. Miller
Notary Public

My Commission Expires: 7/1/90

Architects Engineers Planners Surveyors

2551 Row 1
Annapolis, MD 21401
301 841-6811
metro 261 8707

Tot Lot on Gov. Pratt Ct.

August 10, 1988

DESCRIPTION OF 0.1273 ACRE OF LAND
TOT LOT (PARCEL "D")
VILLAGES OF MARLBOROUGH
MARLBORO ELECTION DISTRICT
PRINCE GEORGE'S COUNTY, MARYLAND

BEGINNING at a point located at the terminus of the North 27° 08' 00" West, 142.00 foot line as shown on "Plat of Correction Plat Three Villages of Marlborough", said plat recorded among the plat records of Prince George's County, Maryland in Plat Book 126 at Page 4; thence continuing with an extension of said line and running with a meridian referenced to the Washington Suburban Sanitary Commission Grid North as now described by Dewberry & Davis Registered Professional Land Surveyors,

- 1) North 27° 08' 00" West, 45.73 feet to a point; thence
- 2) North 33° 07' 00" East, 93.52 feet to point; thence
- 3) South 27° 06' 01" West, 84.88 feet to a point; thence
- 4) South 62° 52' 00" West, 84.93 feet to the point of beginning.

CONTAINING 0.1273 acre of land, more or less.

BEING a portion of the lands conveyed by Deed dated May 19, 1987 from Marlborough Development Corporation, a Maryland Corporation to Sterling Properties Associates II, Inc., and recorded among the land records of Prince George's County, Maryland in Liber 6660 at Folio 721 .

SUBJECT to all easements, rights-of-way, agreements, declarations, and covenants of record.

Fairfax VA
Arlington VA
Baltimore MD
Danville VA

Lincolnton MD
Lynchburg VA
Manassas VA
Martinsburg VA

Prince Frederick VA
Raleigh NC
Richmond VA
Woodbridge VA

Villages of Marlborough Community Association, Inc.

HOMEOWNERS ASSOCIATION DEPOSITORY INFORMATION

1. The name, principal address and telephone number of the Declarant are: Sterling Properties Associates II, Inc.
7132 Rutherford Rd. (301)-281-1700
Baltimore, Maryland 21207

The name, principal address and telephone number of the vendor are:

Same as Declarant.

2. The name of the homeowners association is: Villages of Marlborough Community Association, Inc.
It is incorporated in the State of Maryland. (If it is a Maryland corporation, its Articles of Incorporation may be obtained from the Maryland State Department of Assessments and Taxation.) The resident agent of the Association is: Michael H. Mannes

3. (a) The Association is located at: Old Marlboro Pike and John Rodgers Blvd. Upper Marlboro, Md.
The Development contains approximately 416 lots. The maximum number of lots which may be contained in the Development is 3600.

(b) Property owned by the Declarant which is to be dedicated to public use is: Plat #3, Parcel "D", Plat #2, Parcel "E", and Plat #11 Parcel "G" of Villages of Marlborough. Various other plats yet to be recorded for Stages 2 & 3 as shown on Exhibit #25 of the Specific Design Plan.

4. The Association ~~is or will be~~ is not and will not be within or a part of another development. If it is or will be part of another development, see the description attached.

5. The Declarant has ~~has not~~ reserved the right to annex additional lots into the Development. If the Declarant has reserved such right that additional property is described in the Declaration of Covenants, Conditions and Restrictions for the Association, recorded among the Land Records of Prince George's County in Liber 6296, folio 286, et seq., and any recorded Amendments or Supplements thereto (the "Declaration"). The time limits, if any, within which the Declarant may annex such property are also set forth in the Declaration.

6. The obligations set forth in any By-laws, Rules and Guidelines attached hereto are enforceable against a lot owner and the lot owner's tenants to the extent provided in the Declaration of Covenants, Articles of Incorporation, By-laws, Rules and Guidelines of the Association, and under state law.

7. (a) The common areas owned or to be owned by the Association are described in the Declaration, and/or shown on the record plat for this development which was recorded in the local Land Records.

PH 3
F/T
2967

REC'D
FEE
7/9/89

Notice

Re: Amendments

There are currently over 100 Amendments to the Amended Declaration of Covenants, Conditions and Restrictions of the Villages of Marlborough Community Association, Inc, Prince George's County, Maryland filed in the Land Records of Prince George's County.

All of the Amendments to the Amended Declaration of Covenants, Conditions and Restrictions subject additional property to the Amended Declaration. If you wish to receive a copy, please contact ProCom at 410-721-0777 or 301-261-0777.

Notice of Lawsuits

The Association is involved in 2 lawsuits at this time.

1. The Association is currently a defendant in a lawsuit brought by its prior management company ProCom. The Association denies any liability and is defending the claim. For more information on this suit, please review the court file which is public record.
2. The Association is the Plaintiff and Counter-Defendant in a lawsuit to determine title to the golf course property. The Association has taken the position that the golf course is property of the Association and it is seeking an order declaring that. For more information on this suit, please review the court file which is public record.

We are not able to give any other details on this at this time