

MD HOMEOWNERS ASSOCIATION RESALE CERTIFICATE

Enterprise Knolls Homeowners Association, Inc.

Current Owner: The Maryland Department of Housing & Community Development

Property Address: 755 Saint Michaels Drive
Dundalk, MD 20721

Requestor Name: Shannon Stamm

Requestor Phone: 410-296-8440

Date Prepared: 07-25-2018

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

The following items are attached to this certificate:-

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

#	Question	Response
1.	Is the lot located in a development? yes	
2.	The selling unit is subject to a common expense assessment as follows: ANNUALLY	
3.	As of the date of this Certificate, the following unpaid common expenses, or special assessments, adopted by the Association is: Please order a Payoff prior to settlement for the current balance due, and amounts to collect.	
4.	Common expense assessments will continue to accrue in the stated amount, subject to the adoption of any budget changes, and will be due and payable by the selling unit owner until the selling unit has been conveyed.	281.19
5.	Assessments which become due and payable after the date of this Certificate and prior to the conveyance of the selling unit, and which remain unpaid by the selling unit owner, may constitute a lien against the selling unit. If unpaid, this accrual must be added to the unpaid amount, if any, stated above, as of the date of conveyance of the selling unit.	yes
6.	Other than common expenses and special assessments, the following fees are payable by the unit owners to the Association: N/A	
7.	Capital expenditures approved by the Association planned at the time of conveyance which are not reflected in the current operating budget are: N/A	
8.	Attached is the most recently prepared balance sheet and income expense statement (dated as): June 30, 2018	

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#	Question	Response
9.	The current operating budget of the Association is attached and is for fiscal year: 1/1/2018 - 12/31/2018	
10.	Does the budget include the current reserve study report or a summary of the report, a statement of the status and amount of any reserve or replacement fund? YES, SEE BUDGET	
11.	Unsatisfied judgments as of the date of this certificate are listed here. As of the date of this Certificate, the Association is a party to the following pending lawsuits, excluding assessment collection suits: NO	
12.	The insurance policies provided for the benefit of the Association can be obtained from: STATE FARM INSURANCE CO. - 240-556-2042	
13.	The policy is available for inspection during normal business hours at the offices of D. H. Bader Management Services, Inc., 14435 Cherry Lane Court, Suite 210, Laurel, MD 20707. The terms of the policy prevail over the description given in this Certificate.	see above
14.	The Council of Unit Owners has knowledge that the following alteration or improvement to the selling unit, or to the limited common elements assigned to the selling unit, violates a provision of the declaration, by-laws, or rules or regulations: none	
15.	The Association has actual knowledge of the following violation of the applicable health or building codes with respect to the common elements of the Association: NO	
16.	The recreational or other facilities which are to be used or maintained by the unit owners or the Association are: NO	
17.	To the best of the knowledge, information, and belief of the Board of Directors of the association, and its agents engaged in the preparation of this Resale Certificate, the statements contained in this Certificate are accurate and complete as of the date of issuance.	7/25/18

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Enterprise Knolls Homeowners Association, Inc.

By purchasing a lot within this development, you will automatically be subject to various rights, responsibilities, and obligations, including the obligation to pay certain assessments to the Homeowners Association within the development. The lot you are purchasing may have restrictions on:

- a. Architectural changes, design, color, landscaping, or appearance;
- b. Occupancy density;
- c. Kind, number or use of vehicle;
- d. Renting, leasing, mortgaging, or conveying property;
- e. Commercial matters.

TO BE COMPLETED BY THE SELLING UNIT OWNER

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

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

Selling Unit Owner

The information above was obtained by the following representative of the project's Homeowners Association

Name: Tanya Hutton
Title: Community Admin

Phone: 301-953-1955 Ext: 300
Date: 07-25-2018

Tanya J. Hutton

Signature

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Enterprise Knolls Homeowners Association, Inc.

Comments

PLEASE OBTAIN A PLOT PLAN AT SETTLEMENT.

Annual Financials
Enterprise Knolls Homeowners Association, Inc.

ENTERPRISE KNOLLS HOA

Page: 1

Balance Sheet
As of 12/31/17**ASSETS****CASH:**

Union Bank - Pro Com	\$	16,133.95
Union Bank - ****8255		459.00

Subtotal Cash			\$	16,592.95
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RESERVES:

Union Bank MM - ****8263	\$	31,954.84
Suntrust Investment Acct		49,244.96

Subtotal Reserves			\$	81,199.80
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OTHER ASSETS:

Assessments Receivable	\$	90,588.59
Owner Admin. Fees Receiv.		804.00
Special Assessment Receivable		1,659.21

Subtotal Other Assets			\$	93,051.80
TOTAL ASSETS			\$	190,844.55
				=====

LIABILITIES & EQUITY**CURRENT LIABILITIES:**

Accounts Payable	\$	5,833.16
Prepaid Owner Assessments		4,719.05

Subtotal Current Liab.			\$	10,552.21
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RESERVES:

Reserves - Unallocated	\$	25,805.53
Reserves - Pavement		55,000.00
Reserves - Concrete		384.27

Subtotal Reserves			\$	81,189.80
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EQUITY:

Prior Year Net Inc./Loss	\$	112,156.18
Current Year Net Income/(Loss)		(13,053.64)

Subtotal Equity			\$	99,102.54
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TOTAL LIABILITIES & EQUITY			\$	190,844.55
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ENTERPRISE KNOLLS HOA

Page: 1

Balance Sheet
As of 12/31/17


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Approved Resolutions
Enterprise Knolls Homeowners Association, Inc.

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

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Architectural Guidelines
Enterprise Knolls Homeowners Association, Inc.



Enterprise Knolls Homeowners Association, Inc.
Mitchellville, MD 20721

RESIDENT GUIDELINES/COVENANTS

Revised: February 2002



CORRESPONDING
COVENANT

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WHAT ARE THE COVENANTS?

What are the covenants?

They are residential guidelines documented with the State of Maryland, for the community to maintain a quality of life and property values. All homeowners should receive a copy at settlement on your property. If you did not receive a copy, please contact the Property Manager. We hope that you took the time to read and understand them.

Most importantly, the covenants are a binding contract between the Community of Enterprise Knolls and all residents. Our covenants assure the residents of certain minimum standards for the land use, architectural design, and property maintenance throughout the neighborhood. They also provide for your membership in the Enterprise Knolls Homeowners Association, Inc., and establish the mechanism for the operation of this association.

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

EXCERPTS FROM COVENANTS

Article I, Section 1.26 "Resident" means all of the following:

- (a) Any person who actually resides on the Lot of (i) a lessee described in Subsection (a) or (ii) an Owner.
- (b) Each lessee of a Lot who actually occupies that Lot and who, if requested by the Board of Directors/Property Manager of the Association, has delivered a signed copy of his lease agreement to the Board of Directors/Property Manager.
- (c) All owners of rental or conveyed units within Enterprise Knolls must provide the Board Members/Property Manager of the Association a copy of the lease agreement. And the owner must submit an Agreement from the lessee that lessee has received a copy of the "Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements." The lessee must also acknowledge that they have received a copy of the "Resident Guidelines." The Owner shall be advised by the Board of Directors that the lessee may be evicted if lessee infringes upon the safety and well being of other residents and/or their property or its use; or if the lessee continuously violates the guidelines. Owners, you are responsible for the actions of your tenants and/or guests.

Article II. Section 2.01 "Right of Enjoyment of Community Facilities"

- (a) Each Owner shall have a right and nonexclusive easement of enjoyment in and to the Community Facilities. The right and easement shall be appurtenant to and shall pass with the title of his Lot.
- (b) Each Resident shall have a nontransferable right to use and enjoy the Community Facilities, which right shall terminate when that person ceases to have the status of a Resident.

- c) The Board of Directors shall have the authority to (but shall not be required to) adopt, amend and enforce regulations which permit guests of an Owner or Resident to have, under conditions stated in the regulations a revocable, nonexclusive license or privilege to use and enjoy all specified Community Facilities. The regulations may limit the number of such guests who may use a Community Facility at any one time and may prescribe reasonable fees for guests.
- (d) The easements and rights provided for in Subsections (a) and (b) shall be subject to the following:
 - (i) The Association shall have the authority to adopt and amend (by action of the Board of Directors) and to enforce reasonable rules and regulations pertaining to the use of the Community facilities, which shall enhance the preservation of the Community Facilities and the safety and convenience of the users of them.

"Common Grounds and Facilities" are to be used **ONLY** by residents and their guests. There is to be NO destructive treatment of playground equipment, benches, exercise trails, trees, shrubs or any other common property. There is to be NO litter strewn on common (or neighboring) grounds. Children are NOT to play with (or on) mailboxes, nor are they to play around cars nor on private grounds other than their own. There is to be no ball playing in parking spaces.

Article VIII, Section 8.05 "Outside Storage or Operations"

"No outside storage of lumber, metals, or bulk materials of any kind, except building materials stored during the course of construction of an approved Structure, shall be permitted and no refuse or trash shall be kept, stored or allowed to accumulate on any Lot, unless such item is visually screened in a manner approved in writing by the Covenant Committee. No outside storage and operations shall extend above the top of any such screening. If trash or other refuse is to be disposed of by being picked up and carried away on a regular and recurring basis, containers may be placed in the open, on any day that a pick-up is to be made, at such place on the Lot so as to be visually screened from all streets and adjacent and surrounding Lots."

The Covenants Committee will formulate and adopt reasonable regulations as to the size, shape, color and type container permitted and the manner of storage of same on any Lot.

"Collection and Disposal of Refuse" containers shall be provided by the owner or occupant of a city residence. They shall be between ten (10) and thirty (30) gallons, made of metal or plastic, equipped with handles and tight-fitting covers. They shall be kept sanitary and in good condition. These containers are not to exceed a weight of fifty (50) pounds when filled and must be covered at all times. Strong plastic bags that are tied may also be used to contain refuse.

Refuse, in containers, shall be placed for collection at the curb in front of the property, but not in the street, by 7:00 a.m. on the scheduled day of collection but no earlier than 5:00 p.m. of the prior day. Collections will start at 7:00 a.m. All empty containers must be removed by 12:00 midnight on the day of collection.

HOW DOES THE ARCHITECTURAL CONTROL PROCESS WORK IN ENTERPRISE KNOLLS?

Your covenants provide for the appointment of an Architectural Committee. The EKHOA Board of Directors annually appoints volunteer members to this Committee. These volunteers come from among the residents of EKHOA and anyone interested in serving on this Committee should contact the Manager or a member of the Board of Directors. This practice assures that the control process is in the hands of your elected representatives and their appointees.

In addition, the EKHOA employs a General Manager, who is available to assist you in preparation of exterior alteration applications and to receive questions and complaints on architectural and maintenance matters.

**TO OBTAIN APPLICATION FORMS OR TO FILE A COMPLAINT, PLEASE
CONTACT THE MANAGEMENT COMPANY BY CALLING (301) 249-1515.**

WHAT IF I DON'T WAIT FOR APPROVAL?

If you start alterations without first obtaining approval of your plans, you do so at your own risk. If you fail to submit an application, or if your application is turned down or modified, you may face the cost of removing the alteration plus the cost of litigation. The covenants provide means for placing these costs as a lien against your property. These circumstances may also arise if your property has been altered without approval before you purchased it.

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

WHAT IS THE PROCESS FOR COVENANT ENFORCEMENT?

Enforcement of the neighborhood covenants is the job of every resident, but the routines are carried out by the Architectural Committee and the EKHOA Board of Directors. When architectural complaints are brought to the attention of the Committee, they are investigated as promptly as possible. If a complaint is found to be valid, the property owner is contacted formally and asked to correct the problem, either by removal or submission of an application, or by repair in the case of a maintenance problem. Our experience is that most problems are corrected at this stage.

Should the property owner still fail to act after the expiration of the 15 day period, the Committee/Board may vote to initiate action in court, or to enter the property and correct the problem at the owner's expense and risk. All costs at this stage are chargeable against the property owners as a lien on the property.

Anonymous grievance forms are available from the Management Company or any member of the Committee. Any resident may fill out a grievance form concerning an alleged violation of the covenants. These forms are investigated by the Committee, and if it is found that a violation does exist, the above procedure is begun.

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

The covenants give to the Committee the responsibility to set rules and procedures for architectural control, and the power to interpret the covenants and allow exceptions to their restrictions. The guidelines presented here have been written by the Committee as a part of their responsibility.

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

ONE FINAL NOTE:

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

WHAT ARE THE STEPS FOR APPROVAL OF MY PLANS?

When you contemplate exterior alterations or certain landscaping changes on your property, you should first consult the guidelines contained in this booklet. They will help you in finalizing your plans, and will tell you whether a formal application is required. If in doubt, consult the Management Company or any member of the Architectural Committee.

After you have studied the guidelines, complete and submit your application using the special forms available from the Management Company or any member of the Committee. Be sure that your application is complete, and that it has all necessary signatures, including your own. Submit your application early, allowing at least four weeks for its processing. NOTE: Approval of a project by the Architectural Committee does NOT relieve you of the need to obtain County permits, as required.

Your case will be assigned to one of the volunteer members of the Architectural Committee for follow-up, and will be scheduled for review at their meeting.

Prior to the Committee meeting, you may be contacted by a member of the Committee to discuss your application and, if necessary, to make suggestions for modifying your plans. It is to your advantage to give your full cooperation to the Committee member, for it is he or she who will present your case to the Architectural Committee and make recommendations for approval, disapproval, or approval with stipulations. During the interview, the Committee member will advise you of the time and place of the meeting and invite you to attend. On some occasions, the member assigned to your case may feel that your application is so complete and your plans so sure of approval that no interview is necessary. In such event, you may contact the Manager or any member of the Committee to obtain the time and place of the Architectural Committee meeting if you wish to attend.

Since case assignments to Committee members are normally made at the end of each monthly meeting, and the Committee meets once a month, the longest time interval between submission of your application and the Committee meeting will be four weeks with three weeks as a typical period. During the summer months, both case assignment and the meeting schedule may be speeded up to handle the heavier loads at that time of year.

At the Committee meeting, your application will be presented by the member who reviewed it, and you will be invited to join the discussion if you attend. At that meeting, your neighbors and any other neighborhood residents will have the opportunity to offer comments in support of, or in opposition to, your application. When the discussion has ended, the Committee will vote to approve or disapprove your application, or to approve it with modifications (called stipulations).

If you, or any other resident, do not agree with the action of the Committee, an appeal may be initiated within three days by giving written notice to the Management Company. If there is no such appeal, the action of the Committee will be endorsed by a member of the EKHOA Board. If your application has been approved, the approval is final, and you should receive your approved application in the mail within ten days, authorizing you to start work.

If there has been an appeal from other residents, or if you, the applicant, appeal an unfavorable action by the Committee, the EKHOA Board will arrange to hear the appeal.

While the process described above seems complex and rigid, it works because of the interest and cooperation of our residents and those who work on the Committee and the Board. At every step, efforts are

made to reach compromises where necessary, to insure speedy and satisfactory approval of your application.

ANTENNAS

For televisions, residents are encouraged to utilize antenna installations which are inside the structure. For other types of antennas, applications must be submitted to the committee for approval.

ATTIC VENTILATORS

This includes any attic ventilator that is exterior on the structure. An application is not required provided that the following provisions are met:

- a. No part of the ventilator protrudes more than 12 inches above the roof surface.
- b. All exposed parts are painted to match the exterior color of the material they penetrate so as to conceal them.
- c. Roof mounted and located on the least visible side of the roof and does not extend above the ridge line.
- d. If it becomes necessary to block air flow through the ventilator, this should be done from the inside of the structure.

All other installations REQUIRE AN APPLICATION showing elevations of the ventilator installation.

AWNINGS AND SUN TRELLISES

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

- A. Sun control devices should be compatible with the architectural character of the house, in terms of style, color and materials. Cloth and/or wood materials must be used.
- B. Awnings should be made of straightforward design without decorative embellishment such as scallops, fringes, and contrasting colored stitches. Color of awning must be solid and in agreement with color of house.
- C. Awnings and trellises should be consistent with the visual scale of the houses to which they are attached.
- D. The location of any awning or trellis should not adversely affect views, sunlight, or natural ventilation of adjacent properties.
- E. Frames for canvas awnings shall be painted to match the trim or dominant color of the house. If awnings are removed for winter storage, pipe frames shall be removed.

A complete application is required and must include:

- A. Dimensions
- B. Color and style of structure
- C. Color (sample is possible) and description of materials to be used.
- D. Detailed drawings of trellis or awnings.
- E. Description of method to support attachment to structure.

BASKETBALL BACKBOARDS

Basketball backboards are not permitted on common grounds or in the parking lots. (This includes portables and any imitations thereof.)

CHIMNEYS (RESIDENTIAL) AND SMOKESTACKS

The purpose of this guideline is to insure that residents follow all guidelines set forth by the County building and fire codes. Additionally, installations will be in harmony with the applicant's house and surrounding houses.

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

- A. Chimneys which exit through a wall or the foundation or which run vertically along a wall: the chimney shall be boxed-in with materials which match the exterior wall finish in style and color.
- B. The following guidelines apply to chimneys which exit through the roof:

BOXING is encouraged for chimneys or smokestacks located on the **FRONT** slope of the roof or the roof ridge, or any other location where they will be **highly visible** from the fronting street. Chimneys located on the rear slope of the roof and not highly visible from the fronting street need not be boxed in. Exposed metal sections will be painted black or the roof color. Conspicuous locations on the front slope of the roof should be avoided.

- C. The following guidelines apply **IN ADDITION TO THOSE ABOVE** when there is an existing chimney on the house (other than builder approved through the roof installation for central heating systems).

Special care is needed to arrive at an architecturally suitable design when a second chimney is to be added. While each case must be considered separately, the following guidelines should be considered:

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

A complete application is required and must include:

Detailed drawings of the structure (site and floor plan) showing the dimensions and the location of the chimney or smokestack.

CAR REPAIRS

Car repairs are allowed if they are completed within three (3) days. All tools and materials must be removed daily for a safe and neat appearance, as deemed by the Board of Directors. **ANY** and **ALL** oil spills must be hosed down and cleaned **IMMEDIATELY**. Any debris must be removed from the premises immediately upon completion of any car repair(s).

CLOTHES POLES

Clothes poles must be portable and removed when not in use. The umbrella style is recommended. If above requirements are followed and the clothes pole is placed in the rear yard of the dwelling, an application is not required.

COMMON GROUNDS

Only Association residents and their guests may use the common ground facilities. Residents are expected to keep the grounds free of trash and use the playground equipment properly without damaging it.

DECKS (BALCONY STYLE)

A complete application is required. Decks must be constructed of durable materials; all visible portions should be wood and stain and must be the same as the current color of the stain on your home. Decks must be located at the rear of the dwelling only. Width of deck is limited to the width of the house; depth of deck is limited to ½ the length of the backyard.

Applications should include:

- a. Drawings to scale of new construction; plans must include dimensions, and a description of all materials to be used including color sample(s) where applicable.
- b. Applicant's signature.

DOG HOUSE

Under no circumstances is the dog house to be placed in the front yard area. ALL dog houses must be located in the REAR of the dwelling and not extend beyond either side of the dwelling. The dog house must be compatible in color with the dwelling and the natural surroundings.

A complete application is required.

- A. Site plan which shows the relationship of the dog house to the owner's home and property lines.
- B. Color of home and dog house.
- C. Dimensions and materials to be used.

(ARTICLE) IV DUES

Members are required to pay the assessed dues determined annually by the Board of Directors. Collection action is taken and homeowners must pay legal costs if dues are not received on time. These assessments provide for the management and maintenance of the common grounds, enforcement of covenants and reserves for capital improvements and expenditures such as sidewalks, streets, curbs, etc.

FENCES

The street side of every home is, visually, more or less public. In addition, many backyards are also public when they are directly related to the open space system. Fencing, if it is carelessly used or placed, encroaches upon the open space and can even destroy it. **NO FENCING IS ALLOWED IN FRONT YARDS.**

- A. Perimeter or barrier fencing only:
 1. Board-on-board fencing is permitted.

2. The fencing material is to be left to weather naturally. **NO PAINT MAY BE APPLIED TO THE FENCE**, however, clear stain may be used to prevent weathering.
3. Backyard fences **MUST BE** six (6) feet in height.
4. Gates matching the fencing style may be installed as desired.
5. All sections of the fencing are to be installed in the rear yard area.
6. Only one fence is to be put on a common property line.

B. A complete application is required for **ALL** fences and screens, which will include the following:

1. Drawing of lot, placement of home, and lines indicating where fence or screen is to be installed (include all dimensions).
2. Style of fence.
3. Height and color (natural).
4. Indicate where gates will be located; gates **MUST** complement the fence in material, style, color, and height.
5. Types and color of fences in the immediate area.

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

GARDENS / ROCK

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

GARDENS / VEGETABLE

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

- A. Located between the rear line of the house and the rear property line.
- B. Its size does not exceed 1/4 of the area described in A above.
- C. It is not planted on a grade which will cause damage to property below it through the flow of water onto lower property.
- D. Plant supports and dead vegetation shall be removed at the end of the growing season.
- E. An application should be completed for all other situations.

GRILLS / PERMANENT

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

An application is required with the following information:

- A. Dimensions.
- B. Site plan showing location of permanent grill.
- C. Materials and colors to be used.

GUTTERS AND DOWN SPOUTS

Written approval is not required for gutters and down spouts which match the color of the house or trim. A complete application should be submitted for all other gutters and down spouts. All hoses attached to down spouts **MUST** be buried and **NOT** laying above ground.

FLYERS ARE NOT PERMITTED ON MAIL BOXES, WHICH ARE THE PROPERTY OF THE US POST OFFICE.

LAWNS

Lawns are expected to be attractively planted in grass, small shrubs, ground cover, etc. in a design that enhances the property. Regular maintenance by mowing, weeding, fertilizing and watering, is expected.

Lawns are to be maintained and attractive on **ALL SIDES** of the house and uncluttered by items, whether or not there is a privacy fence. This is necessary with our multi-level townhouse units.

LAWN ORNAMENTS, SIGNS AND EMBELLISHMENTS

Lawn ornaments and embellishments over two (2) feet in height must be submitted for approval and must be located in the **REAR** yard. (Exception: House For Sale Sign).

All lawn ornaments and embellishments two (2) feet in height and under must be in keeping with the architectural and aesthetic character of the neighborhood as deemed by the Committee. Any form of form of advertising, e.g., signs, including rental signs, are not permitted on homeowner's property.

LIGHTING, RESIDENTIAL

The replacement of an existing light fixture, if accomplished with a realistic match to the old fixture, does not require approval from the Committee. If a change in style, size, shape, color, or positioning is desired or if additional light fixtures are to be installed on existing structures, an application is required.

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

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

Lighting for decorations, holiday and festival use does not require approval; however, holiday lighting shall not operate prior to the 26th of November in any year, nor later than the following 15th of January, and must be totally removed by January 22nd. Temporary electrical lighting and wiring for street decorations on, over, or across any public street, avenue, or highway, require an application and a County permit and may require evidence of adequate insurance coverage.

In general, fluorescent lights used outdoors will **NOT** be approved.

Bug lights must be portable, and be kept ten (10) feet from the property line. It is recommended that before any digging is initiated, the applicant call "Miss Utility" for existing locations of utilities.

MAINTENANCE OF PREMISES AND IMPROVEMENTS

Each owner or tenant shall at all times keep his premises, buildings, improvements and appurtenances in a safe, clean, neat and sanitary condition. Appropriate maintenance shall include, but not be limited to the seeding, watering and mowing of all lawns, the pruning and cutting of all trees and shrubbery and the painting (or other external care) of all buildings and other improvements all in a manner and with such frequency as is consistent with good property management. The Owner or Tenant shall comply with all laws, ordinance and regulations pertaining to health, safety and pollution, and shall provide for storage and removal of trash and rubbish from his or her premises in a manner to be approved by the Committee.

MAJOR BUILDING ADDITIONS

No major building additions with the exception of the addition of decks, and/or the screening-in of patios or decks is permitted. A complete application is required for these situations.

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

- A. All materials including siding, roofing, and trim should be the same as or compatible with the existing materials of the dwelling in color and texture.
- B. Patios and decks should not significantly impair the view, amount of sunlight, or ventilation of adjacent residences or the public's use or enjoyment of open space. New screens, doors, or viewing areas from addition should not impinge upon existing internal or external private areas of adjacent areas.
- C. Screened-in patios/decks should not create situations in which adjacent neighbors will have difficulty adding to, modifying, or maintaining existing dwellings.
- D. Additions should not adversely affect drainage conditions on adjacent properties through changes in grade or other significant run-off conditions.

Applications should include:

- A. Drawings to scale of new construction; plans must include dimensions, and a description of all materials to be used including color sample(s) where applicable.
- B. Applicant's signature.

For Specific requirements for decks and patios check listing for decks and patios and walkways.

TREES AND SHRUBS

No tree of a diameter of more than four (4) inches, measured two (2) feet above the ground level, shall be removed without express written authorization from the Committee. Trees may be planted within the homeowners property.

Shrubs should be kept below window height, and tree limbs pruned up to 12 feet above ground to afford maximum light, safety and a neat appearance.

PATIOS AND WALKWAYS

A complete application is required. This guideline refers to any new or expanded patios or walkways. All new materials should be of simple materials of a neutral color, such as undyed concrete, stone, or clay brick, or treated wood.

Patios may be constructed of wood, masonry, stone, or concrete, providing that the color and texture of the material is in harmony with the adjacent structures, as deemed by the Committee. Patios must be located to the rear of the dwelling and may not extend beyond either side of the dwelling.

An application is **NOT** required if a patio or walkway replaces an existing area of paving with an identical material. Generally, new patios or walkways should:

1. Disturb existing contours as little as possible.
2. Be located to provide reasonable visual and acoustical privacy for both applicants and their neighbors.

Applications should include:

- A. Site plan with dimensions showing new walkways or patios in relation to existing houses, trees, and lot boundaries.
- B. A list and description of materials to be used which includes a color sample(s) where applicable.

REPAINTING GUIDELINES

An application is required when a house siding or trim is to be painted a color different than its existing color. The new paint is considered to be different if the color itself changes (for example, yellow instead of green) or if, while the color remains the same, it is lighter or darker than the original. An application **IS NOT REQUIRED** when the new paint is the same as the original in both these respects.

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

The use of "land" or "earth tone" colors will be required in the repainting or staining of contemporary styled houses. In cases in which the choice is from the "land" color range, the prime consideration will be whether the house will continue to blend in a complementary way with its surroundings. Paler and brighter colors, as well as "land" colors, for traditionally styled houses, will be considered in the color ranges presently existing in the surrounding neighborhood. A color sample must be presented in your application for a color change.

Trim for those houses on St. Michael's Drive is **required** to remain egg shell/ivory color. Houses on Hallandale Terrace should be in conformity with the original colors (earth tones). If you are unsure of the original color of your home, please check with the Board of Directors or the Property Manager. Color samples must be presented in application for a color change.

RESIDING/RETYLING STRUCTURES

The choice of material to be used in residing is left to the discretion of the owner. It is the owner's responsibility to ascertain whether this material meets the Prince George's County building and fire codes which apply to exterior materials.

Residing materials and color must match the existing materials on the dwellings.

A complete application must be submitted and is to include:

- A. A photograph or sketch of existing house including color and texture of existing siding materials.
- B. A description of the proposed residing material including the color, texture, and manner in which it will be applied. Color and texture samples must be submitted with the application. Significant changes of present trim size, location, and removal or addition of other stylistic features should also be noted.

SCREENS, STORM DOORS AND WINDOWS

Screens, storm windows and doors do not require approval if color and style are chosen that match the house; and the storm doors are of a straight-forward design, without extensive or extreme decorative embellishments.

All other types of door and window alterations require an application. All applications should include description of material, color, and style to be used.

SHEDS, TOOL/STORAGE

Sheds should be located as close to the dwelling as possible, preferably attached. However, the shed may be built in conjunction with a privacy fence.

Sheds must be located to the rear of the dwelling and may not extend beyond either side.

If a storage shed is to be located adjacent to the dwelling, then one wall must be in common with the dwelling and it must be constructed of the same materials as the dwelling. The siding, doors, and trim must be the same color and have the same texture as that of the dwelling. The roof must be the same color and have the same pitch as that of the dwelling.

If a storage shed is to be located in conjunction with a privacy fence, then it will have one wall in common with the privacy fence, or built at the end of the fence in an "L" configuration. The siding must be constructed of wood plank that matches the fence, or textured plywood siding. The finish must match the fence and the roof must match the dwelling.

Metal sheds are permitted provided that they are properly screened on three (3) sides. The three (3) sides to be screened will be the sides which minimize the impact of the shed on the surrounding properties.

Privacy screening must be constructed in accordance with the Guidelines for Fences and Screens.

If the house is restyled, resided or a paint color change is made, the existing shed should match.

Approval is contingent on resident's commitment to build a sturdy permanent structure.

A full application is required for all tool/storage sheds which **MUST** include:

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

SOLAR COLLECTORS

Solar collectors should be in harmony with existing solar collectors.

All applications **MUST** include a site plan plus elevations of the house showing the appearance of the collector. Details should show how the collector edges will meet the roof.

Free standing collectors should normally be located behind the structure and completely concealed from the road, neighboring properties and open space or worked into another architectural element. Any superstructure necessary to elevate the collector above the existing roof plane must be enclosed by approved materials and colors.

SWING SETS AND SAND BOXES

Residents are encouraged to use the recreational facilities provided. However, if privately owned equipment is desired the equipment should be located behind the house as inconspicuously as possible.

A complete application is needed and **MUST** include:

- A. Color and materials.
- B. Site plan with dimensions showing the location of the play equipment relative to applicant's house, property lines and neighboring houses.
- C. A picture or sketch of the equipment showing dimensions.

VEHICLES

Boats, Trailers, Trucks, and Recreational Vehicles

Due to limited parking, boats, trailers, house trailers, trailer trucks, or any similar items shall **NOT BE STORED** in any Enterprise Knolls parking lot in excess of fourteen (14) days. Extensions **must be submitted IN WRITING TO THE COMMITTEE**. This is A **TOTAL PERIOD**, not necessarily a consecutive period.

COMMERCIAL VEHICLES

Commercial vehicles shall **NOT BE PARKED OR STORED** in any Enterprise Knolls parking lot.

WOOD STORAGE/FIRE WOOD

Storage of fire wood shall be restricted to the rear yard and be limited to a height of five (5) feet or the height of a privacy fence. Wood storage shall not exceed one quarter (1/4) of the rear yard.

PARKING

NO VEHICLES ARE TO BE PARKED ON THE SIDEWALK, ON THE GRASS OR ANY WHERE EXCEPT WITHIN MARKED PARKING SPACES.

Due to the limited parking space available, owners of motorcycles are encouraged to make efficient use of available space by parking their vehicles in their backyard, or more than one to a space. One numbered parking space is assigned to each townhouse resident.

PETS

Residents are reminded that there is a leash law prohibiting pets from running freely in Prince George's County.

Pet owners are expected to pick up droppings from the common grounds and dispose of them properly, per Prince Georges County pooper scooper law.

COMPLAINTS/CONCERNS/GRIEVANCES

Any resident may file a complaint or grievance by calling the Management Company at (301) 249-1515. The Property Manager will in turn relay this concern, but not necessarily the name of the complainant to the Architectural Committee. The Committee will investigate to see if the complaint is valid and if so, a violation letter will be sent.

Additionally, any questions regarding approvals, etc. should be directed to the Management Company at (301) 249-1515.

ITEMS NOT MENTIONED:

An application is required, prior to implementation, for any and all architectural modifications or additions which are not covered in these Guidelines.

RENTAL / COMMON RESIDENCES

Rental property and renters are expected to comply with the same standards set for other Association members. Non-resident owners must obtain a County rental license and provide to renters instructions and a copy of the Resident Guidelines booklet, obtain the signature of the renter on the form provided, and mail it to the Management office, along with a copy of the corresponding lease agreement (covenant article 12.09 paragraph 1.26a).

SIDEWALKS

Sidewalks are to be kept free of grass and dirt during the spring, summer and fall season and are to be shoveled to be kept free of snow during the winter. For maximum life of the sidewalk, salt should not be used. Homeowners are responsible for repairing and replacing the steps and walkway on their property as needed.

TRASH

Covered trash containers or strong lawn bags may be used for storing trash. County law requires that trash is to be kept behind the house, and may be moved to the curb no sooner than 5:00 p.m. on the day before pickup. Trash cans and recycling bins must be returned to the backyard by 12:00 midnight of the day of pickup. NO trash receptacles are to be stored in front yards.

NEIGHBORHOOD WATCH/ENVIRONMENT

EKHOA is a County-authorized Neighborhood Watch organization. Regular meetings are held and safety measures are communicated to homeowners.

It is the responsibility of all residents to maintain a peaceful environment free of car horns, loud music, large groups of youth congregating and creating disturbances, trash arbitrarily dispensed on the grounds and other nuisances.

ENVIRONMENT

Each Association member is responsible for giving the Association an attractive appearance and your house and avoiding honking car horns. It is also done by advising guests to conform to the same standards. Be aware that we are a Neighborhood Watch organization: Be alert and take the necessary safety precautions to protect your property and warn neighbors and call the police when necessary. Be active in the community and give your suggestions for improvements.

**AGREEMENT FOR RENTERS
ENTERPRISE KNOLLS HOMEOWNERS ASSOCIATION, INC.**

On _____ I, _____
Date Tenant

received a copy of 'Guidelines to Covenants' for Enterprise Knolls Homeowners Association.

I understand that I am obligated to follow those 'Guidelines to Covenants' that apply to me while living on property governed by Enterprise Knolls Homeowners Association, and that violations will be reported to the owner, who is required to take action against me.

Tenant's Name(s) _____
Tenant's signature(s) _____

Unit Address: _____

Terms: From _____ to _____
Date Date

Owner's Name(s) _____

OWNER: Send a clear copy to the management company within 30 days of the beginning of a lease.

The present management company is:

**Ligelis Management
15956 Alameda Drive, Bowie, MD 20716**

**Telephone (301) 249-1515
Fax (301) 390-2468**



Executive Office
R.J. MOORE & ASSOCIATES, INC.
929 WEST STREET, SUITE 310
ANNAPOLIS, MARYLAND 21401
(301) 268-5241
FAX (301) 280-3335

November 1, 1991

Ms. Marjorie L. Ligelis
Property Manager
Enterprise Knolls HOA, Inc.
15956 Alameda Drive
Bowie, MD 20716

Dear Ms. Ligelis:

Enclosed is a revised replacement reserve schedule for Enterprise Knolls, including only those components that the Board has decided to retain on the schedule.

While the Board is of course entitled to adopt any figures it chooses, our calculations do not result in exactly the same annual deposit numbers as those shown on the enclosure to your letter of October 4, 1991. Deleting some components changes the calculated annual contribution requirement for those remaining. We offer the following additional comments:

Curb and gutter. Your figure appears to result from assuming that 25% of the curbs and gutters will require replacement after 25 years. Our experience is that 50% is more realistic. (Mr. Albarado and I did discuss a 25% replacement factor; however, I was referring to the storm drainage system.)

Concrete walks. Same comment as above.

Storm manholes. Your figure appears to retain our initial assumption that all of these would require replacement after 40 years. We believe that providing for major repair at 25% of replacement cost, as you are doing with the storm drains themselves, is appropriate for the manholes as well. While there is no way to forecast accurately when the repair might be necessary, we suggest assuming 25 years.

Reserves on hand. Applying the reserves on hand with priority to those components expected to need earliest replacement, rather than proportionally to all components as we did in our initial schedule, results in a somewhat lower computed requirement for annual contributions.

ENTERPRISE KNOLLS

REPLACEMENT RESERVE ANALYSTS

Revised November 1991

DESCRIPTION	UNIT	NUMBER OF UNITS	UNIT REPL COST \$	FT: feet	EA: each	Ls: lump sum		RP: repair	CURRENT OBJECTIVE \$	RESERVES ON HAND \$	ANNUAL DEPOSIT \$
						EST REPL COST \$	EST LIFE YRS				
Asphalt pavements											
Overlay	SF	204,882	1.00			204,882	20	9	112,685	0	22,765
Seal	SF	204,882	0.10			20,488	5	4	4,098	0	
Curb & gutter (50¢)	FT	6,241	17.35			108,281	25	17	34,650	0	6,369
Concrete walk (50¢)	SF	19,521	5.67			110,684	25	17	35,419	0	6,511
Asphalt paths	SF	12,444	1.31			16,302	20	9	8,966	0	1,811
Wood retaining wall	SF	2,164	23.82			51,546	20	9	28,351	0	5,727
Tot lot equipment	LS	1	12,348			12,348	20	9	6,791	3,415	993
Storm drains	RP	1	35,805			35,805	25	14	15,754	0	2,558
Storm manholes and catch basins	RP	1	15,861			15,861	25	14	6,979	0	1,133
CONTINGENCY											
TOTAL REPLACEMENT COST						576,198			12,685	2,390	6,133
TOTAL CURRENT OBJECTIVE									266,377		
TOTAL RESERVES ON HAND									26,293		
TOTAL ANNUAL CONTRIBUTION									54,000		

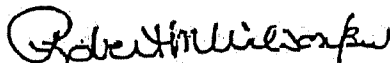
Enterprise Knolls
Page 2

Using the contingency (about 12.8% in our revised schedule) to round off produces the same bottom line as do your figures, as you can see.

If you have any questions concerning this letter, please do not hesitate to contact my office.

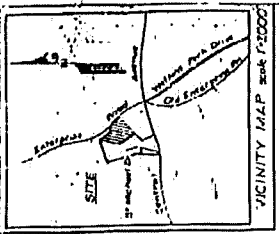
Sincerely,

R. J. MOORE & ASSOCIATES, INC.

A handwritten signature in dark ink, appearing to read "Robert M. Wilson". The signature is written in a cursive, flowing style with a large initial "R".

Robert M. Wilson, P.E.

Enclosure



PHASE NOTE:
This is a preliminary plan for the Enterprise Knolls. It is subject to change without notice. The following information is for informational purposes only. The final plan will be submitted to the Prince Georges County Department of Planning and Zoning for review and approval.

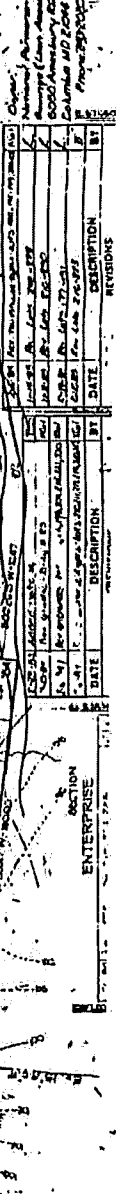
GENERAL NOTES

1. Boundary and topography prepared by Ben C. Associates, Inc.
2. Elevation based on M.D.S.C. datum
3. Contour Interval - 2'
4. Property owner - RT
5. A-100 - 310.88sf = 7.81AC
6. Number of Units Allowed - 75
7. Number of Units Proposed - 75
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11. Green Area - 10.52 acres = 458,500 sq. ft.
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SITE PLAN

LOTS 1 THRU 34, BLOCK 'A'
LOTS 1 THRU 34, BLOCK 'B' AND PARCELS
ENTERPRISE KNOLLS
NEWTOWN DISTRICT
PRINCE GEORGES COUNTY, MARYLAND

PLAT REFERENCE: 100-101-102-103-104-105-106-107-108-109-110-111-112-113-114-115-116-117-118-119-120-121-122-123-124-125-126-127-128-129-130-131-132-133-134-135-136-137-138-139-140-141-142-143-144-145-146-147-148-149-150-151-152-153-154-155-156-157-158-159-160-161-162-163-164-165-166-167-168-169-170-171-172-173-174-175-176-177-178-179-180-181-182-183-184-185-186-187-188-189-190-191-192-193-194-195-196-197-198-199-200-201-202-203-204-205-206-207-208-209-210-211-212-213-214-215-216-217-218-219-220-221-222-223-224-225-226-227-228-229-230-231-232-233-234-235-236-237-238-239-240-241-242-243-244-245-246-247-248-249-250-251-252-253-254-255-256-257-258-259-260-261-262-263-264-265-266-267-268-269-270-271-272-273-274-275-276-277-278-279-280-281-282-283-284-285-286-287-288-289-290-291-292-293-294-295-296-297-298-299-300-301-302-303-304-305-306-307-308-309-310-311-312-313-314-315-316-317-318-319-320-321-322-323-324-325-326-327-328-329-330-331-332-333-334-335-336-337-338-339-340-341-342-343-344-345-346-347-348-349-350-351-352-353-354-355-356-357-358-359-360-361-362-363-364-365-366-367-368-369-370-371-372-373-374-375-376-377-378-379-380-381-382-383-384-385-386-387-388-389-390-391-392-393-394-395-396-397-398-399-400-401-402-403-404-405-406-407-408-409-410-411-412-413-414-415-416-417-418-419-420-421-422-423-424-425-426-427-428-429-430-431-432-433-434-435-436-437-438-439-440-441-442-443-444-445-446-447-448-449-450-451-452-453-454-455-456-457-458-459-460-461-462-463-464-465-466-467-468-469-470-471-472-473-474-475-476-477-478-479-480-481-482-483-484-485-486-487-488-489-490-491-492-493-494-495-496-497-498-499-500-501-502-503-504-505-506-507-508-509-510-511-512-513-514-515-516-517-518-519-520-521-522-523-524-525-526-527-528-529-530-531-532-533-534-535-536-537-538-539-540-541-542-543-544-545-546-547-548-549-550-551-552-553-554-555-556-557-558-559-560-561-562-563-564-565-566-567-568-569-570-571-572-573-574-575-576-577-578-579-580-581-582-583-584-585-586-587-588-589-590-591-592-593-594-595-596-597-598-599-600-601-602-603-604-605-606-607-608-609-610-611-612-613-614-615-616-617-618-619-620-621-622-623-624-625-626-627-628-629-630-631-632-633-634-635-636-637-638-639-640-641-642-643-644-645-646-647-648-649-650-651-652-653-654-655-656-657-658-659-660-661-662-663-664-665-666-667-668-669-670-671-672-673-674-675-676-677-678-679-680-681-682-683-684-685-686-687-688-689-690-691-692-693-694-695-696-697-698-699-700-701-702-703-704-705-706-707-708-709-710-711-712-713-714-715-716-717-718-719-720-721-722-723-724-725-726-727-728-729-730-731-732-733-734-735-736-737-738-739-740-741-742-743-744-745-746-747-748-749-750-751-752-753-754-755-756-757-758-759-760-761-762-763-764-765-766-767-768-769-770-771-772-773-774-775-776-777-778-779-780-781-782-783-784-785-786-787-788-789-790-791-792-793-794-795-796-797-798-799-800-801-802-803-804-805-806-807-808-809-810-811-812-813-814-815-816-817-818-819-820-821-822-823-824-825-826-827-828-829-830-831-832-833-834-835-836-837-838-839-840-841-842-843-844-845-846-847-848-849-850-851-852-853-854-855-856-857-858-859-860-861-862-863-864-865-866-867-868-869-870-871-872-873-874-875-876-877-878-879-880-881-882-883-884-885-886-887-888-889-890-891-892-893-894-895-896-897-898-899-900-901-902-903-904-905-906-907-908-909-910-911-912-913-914-915-916-917-918-919-920-921-922-923-924-925-926-927-928-929-930-931-932-933-934-935-936-937-938-939-940-941-942-943-944-945-946-947-948-949-950-951-952-953-954-955-956-957-958-959-960-961-962-963-964-965-966-967-968-969-970-971-972-973-974-975-976-977-978-979-980-981-982-983-984-985-986-987-988-989-990-991-992-993-994-995-996-997-998-999-1000-1001-1002-1003-1004-1005-1006-1007-1008-1009-1010-1011-1012-1013-1014-1015-1016-1017-1018-1019-1020-1021-1022-1023-1024-1025-1026-1027-1028-1029-1030-1031-1032-1033-1034-1035-1036-1037-1038-1039-1040-1041-1042-1043-1044-1045-1046-1047-1048-1049-1050-1051-1052-1053-1054-1055-1056-1057-1058-1059-1060-1061-1062-1063-1064-1065-1066-1067-1068-1069-1070-1071-1072-1073-1074-1075-1076-1077-1078-1079-1080-1081-1082-1083-1084-1085-1086-1087-1088-1089-1090-1091-1092-1093-1094-1095-1096-1097-1098-1099-1100-1101-1102-1103-1104-1105-1106-1107-1108-1109-1110-1111-1112-1113-1114-1115-1116-1117-1118-1119-1120-1121-1122-1123-1124-1125-1126-1127-1128-1129-1130-1131-1132-1133-1134-1135-1136-1137-1138-1139-1140-1141-1142-1143-1144-1145-1146-1147-1148-1149-1150-1151-1152-1153-1154-1155-1156-1157-1158-1159-1160-1161-1162-1163-1164-1165-1166-1167-1168-1169-1170-1171-1172-1173-1174-1175-1176-1177-1178-1179-1180-1181-1182-1183-1184-1185-1186-1187-1188-1189-1190-1191-1192-1193-1194-1195-1196-1197-1198-1199-1200-1201-1202-1203-1204-1205-1206-1207-1208-1209-1210-1211-1212-1213-1214-1215-1216-1217-1218-1219-1220-1221-1222-1223-1224-1225-1226-1227-1228-1229-1230-1231-1232-1233-1234-1235-1236-1237-1238-1239-1240-1241-1242-1243-1244-1245-1246-1247-1248-1249-1250-1251-1252-1253-1254-1255-1256-1257-1258-1259-1260-1261-1262-1263-1264-1265-1266-1267-1268-1269-1270-1271-1272-1273-1274-1275-1276-1277-1278-1279-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Articles of Incorporation
Enterprise Knolls Homeowners Association, Inc.

ARTICLES OF INCORPORATION OF
ENTERPRISE KNOLLS ~~COMMUNITY~~ ASSOCIATION, INC.

To: State Department of Assessments and Taxation
Baltimore, Maryland

In compliance with the requirements of the General Law of the State of Maryland, LEONARD J. WILLIAMS, BYRON L. HUFFMAN and CURTIS F. PETERSON, all of whom are at least twenty-one years of age, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and do hereby certify:

ARTICLE I

The name of the Corporation is ENTERPRISE KNOLLS COMMUNITY ASSOCIATION, INC., hereinafter called the "Association".

ARTICLE II

The post office address of the principal office of the Association is 5050 Annapolis Drive, Columbia, Md. 21044.

ARTICLE III

Byron L. Huffman whose post office address is 3700 Beannell Drive, Forestville, Maryland 21023, is hereby appointed the resident agent of this Association. Said resident agent is a citizen of the State and actually resides therein.

ARTICLE IV

PURPOSE AND POWERS OF THE ASSOCIATION

This Association is not authorized to issue capital stock and does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residence lots and community facilities, and for maintenance of storm water management, within that certain tract of property described in Schedule "A" attached hereto and incorporated by reference herein, and to promote the health, safety and welfare of the residences within

the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration", applicable to the property and recorded in the Land Records of Prince George's County, Maryland in Liber 5041 at folio 470, as amended, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

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

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

(d) borrow money, and with the assent of two-thirds (2/3) of each class of members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) dedicate, sell or transfer all or any part of the community facilities to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of each class of members, agreeing to such dedication, sale or transfer subject to such approvals of local governmental bodies or agencies as may be required by law or the Declaration.

ARTICLE IV
the above-described property and any additional property owned by the Association as a non-profit corporation organized for the same purposes or annex additional residential

(a) exercise all of the powers and privileges of a non-profit corporation property and community facilities, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of each class of

Declaration of Covenants, Conditions and Restrictions, hereinafter called the

Declarations, except as provided in Article IX of the Declaration;

(g) have and to exercise any and all powers, rights and privileges of a non-profit corporation organized under the Corporations and Associations which a non profit corporation organized under the Corporations and Associations and as the same may or may not from time to time be amended, provided said

Declaration being incorporated herein as if set forth at length;

exercise. (p) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all

expenses in connection therewith. Every owner of a Lot, as defined in the Declaration, shall be a member of to the concept of the Association. Membership shall be appurtenant to and shall not be separated from ownership of any Lot which is subject to assessment by the Association.

Association; ARTICLE VI
VOTING RIGHTS

The Association shall have two classes of voting membership: Class A. Class A members shall be all Owners with the exception of the Developer and shall be entitled to one 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 among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Developer (as defined in the Declaration) 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 Class A membership equal the total votes outstanding in the Class B membership; or
(b) The expiration of the Development Period.

ARTICLE VII
BOARD OF DIRECTORS

The affairs of the Association shall be managed by a Board of not more than nine (9) Directors, of whom three (3) need not be members of the Association, or such other number, not less than three (3), as shall be prescribed in the By-Laws. The names and addresses of the persons who are to act in the capacity of directors until the first annual meeting or until their successors are duly chosen and qualify are:

<u>NAME</u>	<u>ADDRESS</u>
CURTIS F. PETERSON	5050 Amesbury Drive, Columbia, Maryland
LEONARD J. WILLIAMS	8520 Connecticut Ave., Chevy Chase, Maryland
BYRON L. HUFFMAN	3700 Dannel Drive, Forestville, Maryland

At the first annual meeting the members shall elect three Directors for a term of one year, three directors for a term of two years and three directors for a term of three years; and at each annual meeting thereafter the members shall elect three directors for a term of three years, unless otherwise provided for in the By-Laws.

ARTICLE VIII
DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than seventy five (75) percent of each class of members, and after obtaining consent in writing of at least seventy five (75) percent of the first mortgagees. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non profit corporation, association, trust or other organization to be devoted to such similar purposes.

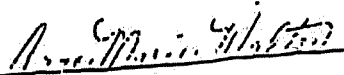
ARTICLE IX
DURATION
This Corporation shall exist perpetually.

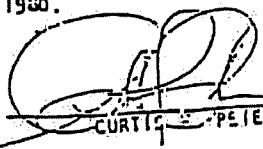
ARTICLE X
AMENDMENTS
Amendments to these Articles shall require the assent of seventy five (75%) percent of the entire membership, and seventy five (75%) percent of the first mortgagees.

ARTICLE XI
FHA/VA APPROVAL

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, mergers and consolidations, mortgaging of community facilities, dedication of community facilities, dissolution and amendment of these Articles.

IN WITNESS WHEREOF, for the purpose of forming this Corporation under the laws of the State of Maryland, We, the undersigned, constituting the incorporators of the Association, have executed these Articles of Incorporation this _____ day of _____, 1980.


Witness


CURTIS PETERSON

Witness

LEONARD J. WILLIAMS

Witness

BYRON L. HUFFMAN

BY-LAWS
OF
ENTERPRISE KNOLLS HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION: The name of the corporation is ENTERPRISE KNOLLS HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the corporation shall be located at 336 Post Office Road, Waldorf, Maryland 20601 but meetings of members and directors may be held at such places within the State of Maryland, County of Prince Georges, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to ENTERPRISE KNOLLS HOMEOWNERS ASSOCIATION, INC., and its successors and assigns.

Section 2. "Declaration" means the Declaration of Covenants, Conditions and Restrictions, recorded in the Land Records of Prince Georges County in Liber 5041 at folio 470 and dated December 20, 1978, as amended from time to time.

Section 3. The following terms shall have the meanings defined in the Declaration: "Owner", "Property", "Community Facilities", "Lot", "Developer" and "Member".

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 8:00 o'clock p.m. If the day for the annual meeting of the members is a Saturday, Sunday or legal holiday, the meeting will be held at the same hour on the first day following which is not a Saturday, Sunday or legal holiday.

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

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

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10th) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these

By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

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

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of Nine directors, of whom three need not be members of the Association; provided that the initial number of directors, who shall hold office until the first annual meeting shall be three, who need not be members.

Section 2. Term of Office. At the first annual meeting the members shall elect three directors for a term of one year, three directors for a term of two years and three directors for a term of three years; and at each annual meeting thereafter the members shall elect three directors for a term of three years.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

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

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election of the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members, subject to provisions of Article IV, Section 1 hereof.

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

ARTICLE VI

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

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

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

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(g) cause the Community Facilities to be maintained.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Association shall be a president, and vice president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

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

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

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

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

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

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

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

President

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

Vice President

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

Secretary

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

Treasurer

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

ARTICLE IX

COMMITTEES

The Association shall appoint an Covenants Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint such other Committee as it in its discretion shall deem necessary for the preservation of the Common Area and facilities, and the proper functioning of the Association. The Board of Directors shall name the chairman and members of the Committees, which said chairman and members shall serve at the pleasure of the Board; and the Board shall designate the rights, powers and duties of the said Committees.

BOOKS AND RECORDS

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

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate specified in the Declaration, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Community Facilities or abandonment of his Lot.

ARTICLE XII

CORPORATE SEAL

The Association may have a seal in usual form but use of such seal is not required for the execution of any document.

ARTICLE XIII

AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is Class B. membership.

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

ARTICLE XIV

MISCELLANEOUS

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

IN WITNESS WHEREOF, we, being all the Directors of Enterprise Knolls

Homeowners Association, Inc.

have hereunto set our hands and

seals this 1st day of November, 1980.

Budget
Enterprise Knolls Homeowners Association, Inc.

Enterprise Knolls HOA

2018 Budget

(No Increase)

2018 Assessments			
\$482.00 x 225 units = \$108,450.00			
INCOME DETAILS	2017 PROJ.	2017 BUDGET	2018 BUDGET
Assessments Billed - 6310	\$ 108,450.00	\$ 108,450.00	\$ 108,450.00
Interest Earned - 6910	\$ 66.00	\$ 50.00	\$ 50.00
Total Income:	\$ 108,516.00	\$ 108,500.00	\$ 108,500.00
EXPENSE DETAILS			
Management Fees - 7010	\$ 26,424.00	\$ 26,424.00	\$ 27,216.00
Audit & Tax Filing - 7140	\$ 1,600.00	\$ 1,800.00	\$ 1,800.00
Attorneys Fees - 7160	\$ 5,000.00	\$ 1,900.00	\$ 2,000.00
Reserve Contribution - 7910	\$ 9,000.00	\$ 9,000.00	\$ 9,000.00
Insurance-F&L/D&O - 7280	\$ 1,974.00	\$ 1,700.00	\$ 2,073.00
Federal & State Taxes - 7430	\$ -	\$ 425.00	\$ 150.00
Administrative Expenses - 7890	\$ 6,600.00	\$ 3,000.00	\$ 6,000.00
Tree Maint./Replacement- 8570	\$ 10,000.00	\$ 5,580.00	\$ 6,000.00
Improvements & Repairs - 8590	\$ 1,000.00	\$ 3,000.00	\$ 3,500.00
Electricity - 8910	\$ 6,000.00	\$ 6,400.00	\$ 6,300.00
Grounds Maintenance - 9020	\$ 28,340.00	\$ 27,821.00	\$ 29,212.00
Trash Removal - 9700	\$ 2,000.00	\$ 3,775.00	\$ 2,500.00
Reserve Study - 7500	\$ -	\$ 3,675.00	\$ 3,675.00
Rain Tax - 7435	\$ 2,000.00	\$ 2,000.00	\$ 2,575.00
Snow Removal - 9800	\$ 6,000.00	\$ 12,000.00	\$ 6,499.00
Total expenses:	\$ 105,938.00	\$ 108,500.00	\$ 108,500.00
SUMMARY			
Total income	\$ 108,516.00	\$ 108,500.00	\$ 108,500.00
Total expenses	\$ 105,938.00	\$ 108,500.00	\$ 108,500.00
INCOME LESS EXPENSES	\$ 2,578.00	\$ -	\$ -

Andrew K. Benson
Approved

11/21/17
Date

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Bylaws
Enterprise Knolls Homeowners Association, Inc.

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THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS made this 26th day of December, 1978, by NATIONAL PERMANENT FEDERAL SAVINGS AND LOAN ASSOCIATION, hereinafter referred to as the "Developer".

RECITALS

The Developer is the owner of certain land located in Prince George's County, Maryland, which is more particularly described in Exhibit "A" attached to this instrument and incorporated by reference. That land, together with such additional lands as may be subjected to this Declaration in the future, is referred to in this Declaration as the "Property". The Developer wishes to establish and assure a uniform plan for the development of the Property, and to enhance and protect the economic and aesthetic value and desirability of the Property and the health, safety and welfare of the residents of the Property.

NOW, THEREFORE, the Developer declares that the Property is hereby subjected to and shall be held, sold, occupied and conveyed subject to this Declaration of Covenants, Conditions and Restrictions and Reservation of Easements.

The Developer further declares that this Declaration and all amendments and supplements to this Declaration shall run with the land and shall be binding upon the Developer, the Association, each Owner, their heirs, successors and assigns, and all parties claiming under them or under this Declaration; and shall inure to the benefit of and be enforceable by the Developer, the Association, each Owner and all claiming under each owner.

Article I - Definitions

The words used in this Declaration which begin with capital letters (other than words which would normally be capitalized) shall have the meanings assigned to them in this Article unless such a meaning would be manifestly improper or unreasonable in the context in which a word is used.

1.01 "Annual Assessments" means the assessments levied by the Association in each of its fiscal years pursuant to Article IV.

1.02 "Assessments" means the Annual Assessments and any Special Assessments.

1.03 "Assessable Property" means all of the Property except whatever parts of it from time to time constitute Exempt Property.

1.04 "Association" means Enterprise Knolls Community Association, Inc., a Maryland nonstock corporation, its successors and assigns.

1.05 "Board of Directors" means the Board of Directors of the Association and the comparable governing body of any successor or assign of the Association.

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3.02. 1.06 "Class A Members" is defined in Section

1.07 "Class B Member" is defined in Section 3.02.

1.08 "Community Facilities" means all real property and the improvements thereon from time to time owned or leases by the Association for the common use and enjoyment of the Members. Such property may (but need not) include any common areas, public, neighborhood or community buildings, and vehicle parking areas.

1.09 "Covenants Committee" means the Committee so named and established in accordance with Article VII.

1.10 "Declaration" means this Declaration of Covenants, Conditions and Restrictions and Reservation of Easements as it may from time to time be amended or supplemented.

1.11 "Delinquent" is defined in Section 4.08(a).

1.12 "Developer" means National Permanent Federal Savings And Loan Association, its successors and assigns, provided, however, that no successor or assignee of the Developer shall have any rights or obligations of the Developer under this Declaration except those rights and obligations which (a) are specifically set forth in an instrument of succession or assignment, designating a party as the Developer for purposes of this Declaration and recorded in the land records of Prince George's County; or (b) pass by operation of law.

1.12 "Development Period" means the period beginning on the date of this Declaration and ending on the earlier of (a) the 10th anniversary of that date; (b) the bankruptcy, dissolution or liquidation of Developer, or if the Developer is an individual the bankruptcy, incompetency or death of said individual; or (c) the day after the date on which the Developer owns no part of the Property. Section 11.01 requires that certain First Mortgagees be notified of the termination of the Development Period.

1.14 "Easement Area" is defined in Section 10.01(b).

1.15 "Exempt Property" means the following portions of the Property:

(a) All land and Structures owned by the United States, the State of Maryland, Prince George's County, or any instrumentality or agency of any of them and used or held by it for a public purpose, for so long as any such governmental entity is the owner.

(b) All land and Structures and Community Facilities owned by the Association, for so long as the Association is the owner.

(c) All land and Structures to the extent that they are exempt under applicable law from taxation by both Prince George's County and the State of Maryland.

(d) All land (and the Structures located on it) which is not shown upon any recorded subdivision plat.

1.16 "Federal Housing Administration" means the governmental agency of the United States of America which is so entitled and any agency or regulatory authority of the United States of America which succeeds it.

1.17 "First Mortgagee" means the Person or Persons who hold a first mortgage on a Lot, or are secured by a first deed of trust on a Lot, and who have notified the Association in writing that they hold it or are secured by it.

1.18 "Land Development Activity" means any building, construction, reconstruction or repair of a dwelling unit, and includes but is not limited to construction of roadways, curbing, sidewalks, utility services or any other Structure on a Lot or any other portion of the Property by the Developer and/or by other persons regularly engaged in the building or construction business pursuant to the written request or written approval of the Developer.

1.19 "Lot" means any plot of land shown upon any recorded subdivision map of the Property upon which a dwelling unit could be constructed in accordance with Prince George's County zoning ordinances. "Lot" does not mean Community Facilities.

1.20 "Member" means a member of the Association.

1.21 "Owner" means, with respect to any Lot, (a) the owner of record from time to time, whether one or more Persons, of (i) an interest in fee simple or (ii) a leasehold estate of 99 years or more, and (b) a contract seller of such an interest. The term "Owner" does not include the Association or any person having an interest in a Lot merely as security for the performance of an obligation, but does include a mortgagee who has acquired one of the above interests in a Lot by foreclosure or conveyance in lieu of foreclosure.

1.22 "Participating Builder" means a Person (a) designated in writing by the Developer as a Participating Builder, and (b) owning more than one Lot on which it is constructing dwelling units for sale.

1.23 "Party Wall" is defined in Section 5.01 as a wall built during original construction as a division wall common to Structures built on adjoining Lots.

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

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1.25 "Property" means the land in Prince George's County, Maryland, which is described in Exhibit "A", together with whatever additional lands are subjected to this Declaration in the future.

1.26 "Resident" means all of the following:

(a) Each lessee of a Lot who actually occupies that Lot and who, if requested by the Secretary of the Association, has delivered a copy of his lease agreement, on which the signatures are reproduced, to the Secretary of the Association.

(b) Any person who actually resides on the Lot of (i) a lessee described in Subsection (a) or (ii) an Owner.

1.27 "Special Assessment" means any special charge established under Section 4.04.

1.28 "Structure" means all of the following:

(a) Any Community Facility.

(b) Any thing or object (other than trees, hedges less than two feet high, shrubbery, and landscaping), the placement of which upon any Lot may affect the appearance of the Lot, including but not limited to any building, garage, porch, shed, greenhouse, bathhouse, coop, cage, house trailer, covered or uncovered patio, swimming pool, fence, curbing, paving, wall, signboard or other temporary or permanent improvement on the Lot.

(c) Any excavation, fill, ditch, dam or other thing or device which affects or alters the natural flow of surface waters from, upon or across any Lot, or which affects or alters the flow of any waters in any natural or artificial stream, wash or drainage channel from, upon or across any Lot.

(d) Any change of more than six inches in the grade of any Lot.

Article II - Community Facilities

2.01 Rights of Enjoyment of Community Facilities.

(a) Each Owner shall have a right and nonexclusive easement of enjoyment in and to the Community Facilities. The right and easement shall be appurtenant to and shall pass with the title to his Lot.

(b) Each Resident shall have a nontransferable right to use and enjoy the Community Facilities, which right shall terminate when that person ceases to have the status of a Resident.

(c) The Board of Directors shall have the authority to (but shall not be required to) adopt, amend and enforce regulations which permit guests of an Owner or Resident to have, under conditions stated in the regulations, a revocable, nonexclusive license or privilege to use and enjoy all specified Community Facilities. The regulations may limit the number of such guests who may use any Community Facility at any one time and may prescribe reasonable fees for guests.

(d) The easements and rights provided for in Subsections (a) and (b) shall be subject to the following:

(i) The Association shall have the authority to adopt and amend (by action of the Board of Directors) and to enforce reasonable rules and regulations pertaining to the use of the Community Facilities, which shall enhance the preservation of the Community Facilities and the safety and convenience of the users of them.

(ii) The Association shall have the authority to establish and charge reasonable admission and other fees for the use of the Community Facilities.

(iii) The Association shall have the authority (by action of the Board of Directors) to suspend the right of any Resident and the right and easement of any Owner to use all or any portion of the Community Facilities for up to 60 days for a violation of this Declaration or an infraction of the Board's rules and regulations.

(iv) The Association shall have the authority under Section 4.09(c) to suspend (by action of the Board of Directors) the right of any Owner or Resident of a Lot to use the Community Facilities for so long as any part of an Assessment for the Lot is Delinquent.

(v) The Developer shall have the right to construct additional Community Facilities in accordance with Section 2.02.

(vi) The Association shall have the authority to grant easements or rights-of-way to any public utility corporation or public agency.

(vii) The Association shall have the power and authority from time to time, to borrow money for the purpose of constructing, equipping, improving or maintaining Community Facilities and to mortgage the Community Facilities as security for such borrowing. Such action may be taken only with the approval of (i) the Board of Directors, (ii) 66 2/3% of the votes cast by the Class A Members who are voting in person or by proxy at a meeting duly called for that purpose at which a quorum is present, and (iii) during the Development Period, the Class B Member voting in person or by proxy at such a meeting. Any such mortgage instrument shall provide that, in the event of a default, the lender's rights or the rights of any person succeeding to the interest

of the lender shall be limited to a right, after taking possession of the mortgaged property, to charge reasonable admission and other fees as a condition to continued enjoyment by the Members and, if necessary, to open the enjoyment of such properties to a wider public until the mortgage debt is satisfied, at which time the possession of the properties must be returned to the Association and all rights of the Members hereunder shall be fully restored.

(viii) The Association, pursuant to Section 2.03, shall have the authority (with the approval of the Board of Directors) to convey or lease any part of the Community Facilities.

Article VIII. (ix) Utility easements as provided in

(x) All other easements, restrictions and rights or record to which the Community Facilities are subject.

2.02 Additional Community Facilities.

(a) The Developer may from time to time, during the Development Period, (i) construct additional Community Facilities on real property owned by the Association, and (ii) convey additional real property to the Association along with any Structure located on the additional property so long as the action has been approved by the Federal Housing Administration and the Veterans Administration. If the approval of either of those agencies has not been communicated to the Association within 60 days after written notice to them of the intended conveyance, then that agency shall be deemed to have approved it. If either agency communicates its disapproval to the Association within the 60-day period, then the conveyance may be made only with the approval of 66 2/3% of the votes cast by the Class A Members who are voting in person or by proxy at a meeting duly called for that purpose at which a quorum is present.

(b) The Association may not construct any capital addition or capital improvement to the Community Facilities or annex any additional Community Facilities (other than as provided in Section 2.02(a)) unless the addition, improvement, or annexation has been authorized by the Board of Directors. In addition, if the cost of such action and the cost of similar actions in the same fiscal year of the Association exceed in the aggregate \$10,000 plus an inflation factor as provided below, the action (and any necessary increase in the Annual Assessment) must also be approved by (i) 66 2/3% of the votes cast by the Class A Members who are voting in person or by proxy at a meeting duly called for such purpose at which a quorum is present, and (ii) during the Development Period, the Class B Member voting in person or by proxy at that meeting. The inflation factor for purposes of this paragraph shall be \$10,000 times the percentage increase in the "Consumer Price Index for all Urban

Consumers, Washington, D.C., Maryland and Virginia," published by the United States Department of Labor, Bureau of Labor Statistics from the date of this Declaration through the most recent publication of that index prior to the date the action is proposed. If the publication of that index ceases, the inflation factor shall be determined by means of (i) whatever index the U.S. Department of Labor designates as the successor to that index or (ii) if no such designation is made, whatever available index the Board of Directors in its sole discretion, deems closest to equivalent.

2.03 Conveyance of Community Facilities. The Association may at any time dedicate or transfer all or a part of the Community Facilities to any public agency, subject to Section 12.11 authority, or organization including, without limitation, Prince George's County, or to any nonprofit organization, upon such terms and conditions as are agreed upon by that agency, authority, or organization and the Association, including, without limitation, (a) provisions for the use of such Community Facilities by the public in general and (b) provisions for the maintenance and repair of the affected Community Facilities and the assessment of Owners and/or Residents for the costs of their maintenance and repair. No dedication or transfer shall be effective however, unless an instrument agreeing to it is signed by 66 2/3% of the Class A Members and, during the Development Period, by the Class B Member. Sections 11.02 and 11.04 require the consent of certain First Mortgagees and/or of the Veterans Administration and Federal Housing Administration for certain such actions. Any dedication or transfer shall be further subject to applicable laws and regulations governing Maryland nonstock corporations.

**Article III - Association Membership,
Voting Rights, Meeting of Members**

3.01 Organization of the Association. The Association has been or will be organized as a nonprofit, nonstock corporation under the laws of Maryland (i) to provide for the acquisition, construction, management, maintenance and care of the Community Facilities; (ii) to obtain, manage and maintain services for the Property, or sections thereof, including, as necessary, refuse collection, street cleaning and snow plowing; and (iii) to take other actions which will promote the health, safety or welfare of the Owners and Residents. The Association is assigned such further duties and granted such powers as are prescribed by law and set forth in the Articles of Incorporation of the Association and in this Declaration, as all of them may be amended from time to time. The Articles of Incorporation and Bylaws of the Association may not be amended or interpreted so as to be inconsistent with this Declaration. No part of the net earnings of the Association shall inure (other than (a) by acquiring, constructing, or providing management, maintenance, and care of Community Facilities, and (b) by a rebate of any excess Annual Assessment, Special Assessment or other dues, or fees) to the benefit of any Member or individual.

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3.02 Membership in the Association.

(a) The Association shall have the following classes of membership:

(i) Class A. All Owners shall be Class A Members (with the exception of the Developer prior to the transition date described in Section 3.03(d)). A Person shall automatically become a Class A Member upon becoming an Owner and shall remain a Class A Member for so long as he is an Owner. Class A membership shall be appurtenant to, and shall not be separated from, the status of Owner.

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

3.03 Voting Rights of Members.

(a) Each Class A Member shall be entitled to one vote on each matter submitted to the Members for each Lot owned by him which is not Exempt Property. Any Class A Member who is in violation of this Declaration with respect to any Lot or is Delinquent in the payment of any Assessment on any Lot, as determined by the Board of Directors in accordance with this Declaration and its regulations, shall not be entitled to cast the vote of that Lot as long as the violation or Delinquency continues.

(b) If a Lot is owned by more than one Owner, the Owners shall be deemed to constitute a single Class A Member as to that Lot and shall collectively be entitled to a single vote for that Lot as to each matter submitted to the Members.

(c) The Class B Member shall be entitled to cast three votes on each matter submitted to the Members for each Lot owned by it which is not Exempt Property. If the Class B Member is Delinquent in the payment of any Assessment on any Lot, as determined by the Board of Directors in accordance with this Declaration and its regulations, the Class B Member shall not be entitled to cast the votes of that Lot as long as the Delinquency continues.

(d) The Class B membership shall terminate, and the Developer shall automatically become a Class A Member entitled to one vote on each matter submitted to the Members for each Lot owned by it which is not Exempt Property, upon the earlier of the following:

(i) The date upon which Class A Members become entitled to cast more votes than the Class B Member.

(ii) The expiration of the Development Period.

(e) Any vote of the Members shall be taken without regard to class of membership except in those instances where Maryland law, this Declaration, or the Articles of Incorporation or Bylaws of the Association expressly require the affirmative vote or approval of each class of membership.

3.04 Board of Directors.

(a) The business and affairs of the Association shall be managed by a Board of Directors elected by the Members without regard to class of membership.

(b) Until the first annual meeting of the Members, the initial Board of Directors shall consist of three directors named in the Articles of Incorporation or, if none are named there, elected by the Class B Member, who shall serve until their respective successors are elected and qualified.

(c) Beginning with the first annual meeting of the Members, Directors shall be elected by the Members. The number of directors shall be designated in the Bylaws.

3.05 Adoption of Further Rules and Regulations.

The Board of Directors may make whatever rules and regulations, consistent with the terms of this Declaration and the Association's Articles of Incorporation and Bylaws, it deems advisable with respect to any meeting of Members, proof of membership in the Association, evidence of right to vote, appointment and duties of inspectors of votes, registration of Members for voting purposes, voting by proxy and other matters concerning the conduct of meetings and voting.

3.06 Voting by Mail. The Bylaws of the Association may provide for Members to vote by mail on a particular proposal or for the election of directors.

Article IV - Assessments

4.01 Purpose of Assessments. Assessments shall be used exclusively to carry out business and responsibilities of the Association including, but not limited to (i) the acquisition, construction, management, maintenance and care of the Community Facilities and services; (ii) obtaining, managing and maintaining services for the Property, or sections of it including, as necessary, refuse collection, street cleaning and snow plowing; (iii) the insurance responsibilities assigned to the Association in Article VI; and (iv) promoting the recreation, health, safety and welfare of the Members.

4.02 Establishment of Annual Assessment.

(a) The Association may levy an Annual Assessment in each of its fiscal years against each Lot which is not Exempt Property. The amount of the Annual Assessment shall be established by the Board of Directors, subject to the limitations imposed by Section 4.03, at any time during the Association's fiscal year at least 30 days in advance of the beginning of each subsequent fiscal year. The first Annual Assessment imposed on each Lot shall be adjusted according to the number of months remaining in the fiscal year after the earlier of the Owner's date of purchase or date of occupancy.

(b) The amount of the Annual Assessment shall be determined by the Board of Directors.

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4.03. Maximum Assessments.

(a) Until December 31, 1979, the Annual Assessment imposed on each Lot in any fiscal year of the Association may not exceed the following amounts:

(i) \$50.00 for each single family detached home.

(ii) \$50.00 for each town house (i.e., a dwelling unit which has a Party Wall with one or more adjoining dwelling units).

These amounts are referred to in this Declaration as the "Maximum Annual Assessments."

(b) For each fiscal year of the Association beginning on or after January 1, 1979, the Board of Directors may increase the Maximum Annual Assessment for each type of home by the greater of (i) a factor of not more than 5% of the applicable Maximum Annual Assessment for the preceding fiscal year of the Association or (ii) the percentage increase, over the 12-month period ending 5 months before the end of the preceding fiscal year of the Association, in the "Consumer Price Index, for All Urban Consumers, Washington, D.C., Maryland, and Virginia", published by the United States Department of Labor, Bureau of Labor Statistics. If publication of that Index ceases, item (ii) shall be the percentage increase, over the same period, in (A) whatever index the U.S. Department of Labor designates as the successor to that index, or (B) if no such designation is made, whatever available index the Board of Directors, in its sole discretion, deems closest to equivalent.

(c) After December 31, 1979, the Maximum Annual Assessment for each type of home may be increased by more than would otherwise be permitted by Subsection (b), with the assent of (i) 66 2/3% of the votes cast by the Class A Members who are voting in person or by proxy at a meeting duly called for such purpose at which a quorum is present, and (ii) the Class B Member voting in person or by proxy at such a meeting.

4.04 Special Assessments. In addition to the Annual Assessments, the Association may levy a Special Assessment in any fiscal year of the Association, applicable to that fiscal year only and payable over not more than the next three succeeding fiscal years for the purpose of defraying, in whole or in part, the cost of any construction, repair or replacement of a capital improvement to the Community Facilities, including fixtures and personal

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property related to them. A Special Assessment must be approved by (i) 66 2/3% of the votes of the Class A Members who are voting in person or by proxy at a meeting duly called for such purpose at which a quorum is present, and (ii) during the Development Period, the Class B Member voting in person or by proxy at such a meeting. Special Assessments shall be imposed against Lots which are not Exempt Property in the same proportions as Annual Assessments under Section 4.03(a).

4.05 Date of Commencement of Assessments. Annual Assessments shall commence on the first day of the month following the first conveyance of a Lot to an Owner other than the Developer or a Participating Builder.

4.06 Notice and Due Dates. Written notice specifying (i) the amount of each Assessment and (ii) the number and amounts of the installments by which each Assessment is to be paid, shall be given at least once yearly to the Owner of each Lot subject to Assessments. Each installment of an Annual Assessment shall be due on the later of (a) the due date established by the Board of Directors and specified in the notice, or (b) if the notice is mailed, on the tenth day following the date of mailing.

4.07 Covenant to Pay Assessments.

(a) **Owner.** Each Owner (including but not limited to a mortgagee who has become an Owner by foreclosure or conveyance in lieu of foreclosure), by his acceptance of a deed for a Lot, whether or not it is so expressed in that deed, shall be deemed to covenant and agree to pay to the Association all of the following:

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

(ii) Interest on those Assessments under Section 4.08.

(iii) Costs of collection of those Assessments under Section 4.09.

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

(i) All Assessments levied in accordance with this Declaration on Lots (other than Exempt Property) owned by the Developer.

(ii) Interest on those Assessments under Section 4.08.

(iii) Costs of collection of those Assessments under Section 4.09.

4.08 Delinquent Assessments.

(a) When Delinquent. If an Owner fails to pay any part of any Assessment within 30 days after the due date (as defined in Section 4.06), the unpaid amount shall be deemed "Delinquent", and the Owner shall be deemed "Delinquent" in the payment of that amount.

(b) Interest Charges. Any Delinquent amount shall automatically bear interest at the highest rate charged by the United States Government for late payment of Federal Income Taxes or at the highest rate legally permissible under Maryland law, whichever is less.

(c) The First Mortgagee of a Lot may be entitled, under Section 11.01(c), to notice that Assessments with respect to that Lot have become delinquent.

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

(a) Personal Judgment. The Association may sue the Owner for a personal judgment for the Delinquent amount, plus interest under Section 4.08(b) and its costs of collection, including but not limited to court costs and attorneys' fees.

(b) Enforce Lien. The Association may enforce and foreclose the lien imposed by Section 4.11(a). In any foreclosure sale or proceeding, the Association shall be entitled to recover the Delinquent amount, plus interest under Section 4.08(b), and its costs of collection, including but not limited to court costs, costs of any public or private sale, and attorneys' fees.

(c) Suspension of Use of Common Areas. For so long as an Owner remains Delinquent as to any Assessment with respect to a Lot, the Association may suspend any or all of the following:

(i) The Owner's right and easement of enjoyment in and to any or all Community Facilities.

(ii) The right of any Resident of the Lot to use and enjoy any or all Community Facilities.

(iii) The license and privilege of enjoyment of any guest or other Person claiming that license or privilege under or through the Owner, to use and enjoy any or all Community Facilities.

4.10 Suspension of Voting Rights. Under Section 3.03(a), for so long as any Assessment with respect to any Lot is Delinquent in whole or in part, as determined by the Board of Directors in accordance with this Declaration and its regulations, the Owner, whether he is a Class B Member, shall not be entitled to cast the vote or votes of that Lot.

4.11 Lien of Assessments.

(a) Imposition. All Assessments, together with interest under Section 4.08(b) and costs of collection under Section 4.09, shall be a charge on the land and shall be a continuing lien upon the Lot upon which they are levied.

(b) Personal Obligation. Each Assessment, together with interest under Section 4.08 and costs of collection under Section 4.09, shall also be the personal obligation of the Person who was the Owner of the affected Lot at the time when the Assessment fell due. The obligation shall not pass to the Owner's successors in title unless expressly assumed by them.

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

4.12 Subordination. The lien of the Assessments provided for in this Declaration shall be subordinate to the lien of any first mortgage or first deed of trust. The sale or transfer of any Lot pursuant to foreclosure of a first mortgage or first deed of trust or any proceeding in lieu of foreclosure, shall extinguish the lien of such Assessments as to payments which become due prior to the sale or transfer. Any other sale or transfer of any Lot shall neither (a) affect the lien of any prior Assessment upon the Lot, nor (b) relieve the Lot from (i) liability for any Assessments becoming due subsequently or (ii) the lien of those subsequent Assessments.

4.13 Reserves.

(a) The Association shall establish and maintain a reserve fund for replacement of the Community Facilities by the allocation and payment monthly to the reserve fund of an amount to be determined from time to time by the Board of Directors. The reserve fund shall constitute a common expense of the Association and may be deposited in any banking institution the accounts of which are insured by the United States Government or may, in the discretion of the Board of Directors, be invested in obligations of, or obligations which are fully guaranteed as to principal by, the United States Government. The reserve fund may be expended only for the purposes of (i) replacement of the Community Facilities; (ii) major repairs to sidewalks, parking areas, streets, or roadways developed as part of the Property; (iii) equipment replacement; and (iv) the Association's obligations.

(b) The Association may establish other reserves for such purposes as the Board of Directors considers appropriate.

(c) The proportional interest of any Owner in any reserve shall be an appurtenance of his Lot and shall not be

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separately withdrawn, assigned, or transferred or otherwise separated from the Lot, but shall be automatically transferred with the Lot.

4.14 Certificate of Payment. The Association shall, upon request and for a reasonable charge, furnish a certificate, signed by an officer of the Association, setting forth whether the Assessments on a specified Lot have been paid. Any such certificate, if properly executed, shall be binding upon the Association as of the date of its issuance.

Article V - Party Walls

5.01 Definition. Each wall built during original construction as a division wall common to structures built on adjoining Lots shall be a "Party Wall." Each of the Owners of adjoining Lots shall own in severalty so much of any Party Wall as stands upon his Lot, subject to the covenants, easements and restrictions provided for in this Declaration. A Party Wall shall not include the decorated surface within a home or any finishing materials or items applied to that surface (including but not limited to paint, lacquer, varnish, wallpaper, tile, carpeting or paneling).

5.02 Covenants, Easements and Restrictions. The following covenants, easements, and restrictions shall govern use, maintenance, reconstruction and improvement of Party Walls:

(a) Easement of Use. The Owner of a Structure shall have the right and easement to use so much of any Party Wall as is owned by an adjoining Owner for any purpose not inconsistent with joint use of the wall or prohibited in this Declaration. This right of use shall include the right to enter the Lot and Structure of an adjoining Owner at reasonable times and as reasonably necessary to maintain, repair, reconstruct or improve the Party Wall or any Structure.

(b) Maintenance of Structural Integrity. The expense of repair and maintenance for the purpose of maintaining the structural integrity of a Party Wall shall be borne equally by Owners of Structures divided by it. However, if an Owner or anyone for whose act an Owner would be legally liable causes a Party Wall to be exposed to the elements by any act whether negligent, willful, or intentional, that Owner shall bear the entire cost of weatherproofing the Party Wall to protect it from the elements.

(c) Damage or Destruction. In the event of damage or destruction of a Party Wall, then repair or reconstruction shall be undertaken as provided in this Article. The expense of repair or reconstruction of a Party Wall shall be borne equally by Owners of the Structures divided by it regardless of each Owner's interest in the Party Wall. Nothing in this Article shall be construed to release any Owner from liability for damages caused by him or his negligence or willful misconduct.

(d) Prohibited Uses. No one subject to this Declaration may make openings in a Party Wall, decrease or increase the thickness of a Party Wall, add to or extend a Party Wall or place or construct chimney flues or fireplaces against a Party Wall without the consent of both the Association and adjoining Owners.

Article VI - Damage or Destruction
of Structures and Insurance

6.01 Required Insurance

(a) The Association shall procure and maintain the following insurance coverages:

(i) Coverage of all Community Facilities and other Structures located on land owned by the Association, against loss or damage by fire, lightening, and such other perils as are comprehended within the term "extended coverage", including but not limited to vandalism and malicious mischief, debris removal, and windstorm and water damage. The named insureds shall be the Association, and, as to any property which the Association has mortgaged, the mortgagee of that property, as interests may appear. The coverage shall be in an amount not less than 100% of the current replacement costs of the insured Structures without deduction for depreciation and the policy or policies shall include language calling for automatic increases in that coverage in response to general inflation as measured by an appropriate index.

(ii) Coverage insuring the Association against liability for bodily injury, disease, illness, or death and for injury to or destruction of property occurring upon or arising from the authorized or unauthorized use of any Community Facility or other property owned or controlled by the Association. The coverage shall be in whatever amounts and subject to whatever deductibles and exclusions the Board of Directors considers prudent.

(iii) All other bonds and insurance coverages required by the Federal National Mortgage Association, Government National Mortgage Association, or Federal Home Loan Mortgage Corporation, for so long as each of them is an Owner or First Mortgagee of any Lot.

(b) The Association may also procure and maintain whatever other insurance coverage the Board of Directors considers necessary or appropriate, including but not limited to directors' and officers' liability insurance.

(c) Insurance premiums for the coverage required and authorized by this Section shall be paid from the Association's revenues from Annual Assessments.

(d) All insurance policies must contain language requiring the insurer to give the Association 30 days' prior notice of any expiration, cancellation, or change in premiums or coverage.

6.02 Annual Review. The Board of Directors shall annually conduct a thorough review of the terms and adequacy of coverage of all insurance policies held by the Association.

6.03 Uninsured Loss or Insufficient Proceeds. If a Structure owned by the Association suffers damage or destruction from any cause which is not insured against or the insurance proceeds from which are not sufficient to pay all costs of repair or reconstruction, then the repair or reconstruction shall constitute a capital improvement for which a Special Assessment may be made.

6.04 Rights of Mortgagees

(a) Section 11.01 requires notice to certain First Mortgagees of (i) certain casualty losses to Community Facilities and (ii) cancellation or nonrenewal of certain insurance coverages.

(b) Section 11.02 requires consent of certain First Mortgagees for certain uses of insurance proceeds.

Article VII - Covenants Committee

7.01 Composition and Appointment. A Covenants Committee shall be appointed by the Board of Directors. The Committee shall initially consist of 3 members, but may thereafter be increased or decreased in size by the Board of Directors, from time to time, to not more than 7 members or less than 3 members. Members of the Covenants Committee shall serve for a term of one year, or until their successors are elected and qualified. Any vacancy in the membership of the Covenants Committee shall be filled by the Board of Directors for the remaining portion of the term of the originally appointed member. If any vacancy occurs, the remaining members of the Covenants Committee may continue to act until the vacancy has been filled. Any member may be removed with or without cause by the Board of Directors.

7.02 Powers and Duties

(a) The Covenants Committee shall serve as an architectural review board and regulate the external design, appearance and location of Lots and Structures so as to enforce the architectural provisions of this Declaration, preserve and enhance values, and maintain a harmonious relationship among Structures.

(b) The Covenants Committee shall have whatever other duties and authority the Board of Directors may from time to time assign to it in connection with the enforcement of this Declaration and the Articles of Incorporation and Bylaws of the Association.

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(c) Any decision or determination of the Covenants Committee may be appealed by the affected Member to the Board of Directors.

7.03 Submission of Plans to Covenants Committee for Approval.

(a) No Structure shall be erected, placed, moved onto or permitted on any Lot, nor shall any existing Structure be removed or altered in any way which materially changes its exterior appearance until plans and specifications for the proposed action have been approved in writing by the Covenants Committee. The plans and specifications shall be in whatever form and shall contain whatever information the Covenants Committee may reasonably require, but shall in all cases include all of the following:

(i) A site plan showing the location of all proposed and existing Structures on the Lot and all existing Structures on adjoining Lots.

(ii) Exterior elevations for the proposed Structure.

(iii) Specifications of materials, color scheme and other details affecting the exterior appearance of the proposed Structure.

(iv) A description of the plans for landscaping or grading.

(b) The provisions of this Section shall not apply to Land Development Activity.

7.04 Approval of Plans and Specifications

(a) Any approval or disapproval of a proposed action by the Covenants Committee shall be in writing. In denying any application, the Covenants Committee shall specify the reasons for the denial. The Covenants Committee may approve an application subject to whatever conditions and qualifications it or the Board deems appropriate to enforce the architectural provisions of this Declaration.

*(b) The Committee may establish guidelines or regulations to govern particular issues, and is required to do so as to issues specified in Section 8.03, 8.05, 8.06, 8.10, and 8.11.

7.05 Failure of the Covenants Committee to Act.

If the Covenants Committee fails to act upon any request submitted to it within 30 days after submission, the request shall be deemed approved as submitted, and no further action by the Committee shall be required.

7.06 Rules, Regulations and Policy Statements.

The Covenants Committee may adopt, from time to time, subject to the approval of the Board of Directors, reasonable rules and regulations pertaining to its authorized duties and

activities.* It may from time to time issue statements of policy with respect to architectural standards and other matters on which it is authorized to act. It shall adopt rules of procedure, subject to the approval of the Board of Directors, which shall include provisions substantially to the following effect:

- (a) The Committee shall hold regular meetings at least once every year and more frequently, if necessary. Meetings of the Committee may be called by the Chairman of the Board and by a majority of the members of the Committee.
- (b) A majority of the members of the Committee present at any meeting shall constitute a quorum.
- (c) The Committee shall maintain minutes of its meetings and a record of the votes taken.
- (d) All meetings of the Committee shall be open to the Members of the Association and any vote of the Committee shall be taken at an open meeting. However, this shall not prevent the Committee from meeting in closed session or executive session to discuss matters before the Board.
- (e) A copy of all minutes, rules, regulations and policy statements of the Committee shall be filed with the records of the Association as a permanent public record. The Association shall make copies of the above available to any interested person at a reasonable cost or shall make them available to any interested person for copying.

7.07 Expenses of the Covenants Committee. The Covenants Committee may charge reasonable fees for the processing of any requests, plans and specifications. The Association shall pay all ordinary and necessary expenses of the Covenants Committee. However, no member of the Covenants Committee shall be paid any salary or receive any other form of compensation from the Association during the Development Period (except reimbursement for reasonable and necessary expenses incurred in connection with his service on the Committee) unless approved by (i) the Board of Directors, (ii) 66 2/3% of the votes cast by the Class A Members who are voting in person or by proxy at a meeting duly called for such purpose at which a quorum is present, and (iii) the Class B Member voting in person or by proxy at such a meeting.

7.08 Right of Entry. The Association and the Covenants Committee through their authorized officers, employees and agents shall have the right to enter upon any Lot at all reasonable times for the purpose of ascertaining whether the Lot or any Structure on it is in compliance with the provisions of this Article, Article V, and Article VIII, without the Association, the Covenants Committee or the officer, employee or agent being deemed to have committed a trespass or wrongful act.

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7.09 Land Development. Notwithstanding any other provisions of this Declaration, no Land Development Activity (as defined in Section 1.18) shall require the approval of or be subject to review by the Covenants Committee.

7.10 Amendment. Any Amendment of this Article requires the approval of First Mortgagees under Section 11.02.

Article VIII - General Restrictions on the Use of Lots and Improvements to Lots

8.01 Zoning Regulations. No Lot shall be used for any purpose not permitted by Prince George's County zoning ordinances or the applicable laws or regulations of any governmental authority. This restriction shall not apply to any use for which a special exception under Prince George's County zoning ordinances or other governing regulations is finally granted, provided the use is also approved in writing by the Covenants Committee. The right to limit or restrict the use of a particular Lot in addition to the restrictions imposed by zoning ordinances, laws, and regulations is reserved under the provisions of this Declaration.

8.02 No Use Contrary to Law and No Nuisances. No noxious or offensive trade, service or activity may be conducted on any portion of the Property nor shall anything be done on the Property which may be or become a continuing annoyance, hazard, or nuisance to Owners or Residents. No use of any Lot or any Structure shall be made, nor shall any materials or products be manufactured, processed or stored on a Lot or in a Structure, in violation of federal, state or local laws or regulations or resulting undue fire hazard to adjoining Lots or Structures. This provision shall not be construed to prohibit the conduct of professional services in residential areas with the approval of the Covenants Committee.

8.03 Structures. The architectural character of all Structures and alterations of or additions or improvements to them (other than interior alterations not affecting external appearance), when visually related to each other and the surrounding natural environment, shall be, in the opinion of the Covenants Committee, harmonious in terms of type, size, scale, form, color, and material. No Structure shall be painted, stuccoed or surfaced with any material unless approved in writing by the Covenants Committee in accordance with objective, performance-oriented guidelines established by that Committee. Screens or parapets shall be used to organize and aesthetically shield mechanical equipment from public view.

8.04 Screens and Fences. Fences, walls and screens shall be of material and height necessary to accomplish stated objectives of the Owner or Resident appropriate to his type of land use on a Lot. Efforts shall be made to develop fences, walls, and screens with appropriate landscape

treatment and coloring to blend them harmoniously with the surrounding environment, including topography, architecture and planting. Fence, wall and screen location, height, material, treatment and color shall be subject to written approval by the Covenants Committee which will consider, among other things, the use intended and the impact on the neighborhood, particularly adjacent Lots.

8.05 Outside Storage or Operations. No outside storage of lumber, metals, or bulk materials of any kind, except building materials stored during the course of construction of an approved Structure, shall be permitted and no refuse or trash shall be kept, stored or allowed to accumulate on any Lot, unless such item is visually screened in a manner approved in writing by the Covenants Committee. No outside storage and operations shall extend above the top of any such screening. If trash or other refuse is to be disposed of by being picked up and carried away on a regular and recurring basis, containers may be placed in the open, on any day that a pick-up is to be made, at such place on the Lot so as to provide access to the persons making the pick-up. At all other times, such containers shall be stored so as to be visually screened from all streets and adjacent and surrounding Lots. The Covenants Committee will formulate and adopt reasonable regulations as to the size, shape, color and type container permitted and the manner of storage of same on any Lot.

8.06 Signs and Street Furniture. The locations, color, nature, size, design and construction of all signs, lights and other street furniture shall be approved in writing by the Covenants Committee, and must in keeping with the character of the Property and accord with guidelines to be established by the Covenants Committee.

8.07 Commercial Vehicles. No commercial truck, commercial bus or other commercial vehicle of any kind shall be permitted to be kept or parked overnight upon any portion of the property without the written approval of the Covenants Committee.

8.08 Recreation Vehicles. No boat, trailer, tent, or any structure of a temporary character, motor home or portable vehicle other than automobiles shall remain parked in a location visible from any roadway for a period exceeding 4 days in any consecutive 7-day period without the written approval of the Covenants Committee.

8.09 Animals. No livestock, poultry or other animals shall be kept on any Lot or for breeding purposes, and in no event shall any stable, barn, coop or other shelter for animals or for the storage of materials be placed or maintained upon any Lot, except as approved in writing by the Covenants Committee. Dogs, cats and other household pets may be kept on the property provided that the total of such household pets does not exceed 4 per Lot and they are not raised or bred for any commercial purposes.

8.10 Air and Water Pollution. No use of any Lot will be permitted which emits pollutants into the atmosphere, or discharges liquid or solid wastes or other harmful matter into any waterway in excess of environmental standards to be established by the Covenants Committee, and approved by the Board of Directors. The environmental standards shall at a minimum meet the requirements of federal and state law and regulations applicable to the Property. No waste or any substance or materials of any kind shall be discharged into any private or public sewer serving the Property in violation of any regulations of Prince George's County sanitary authorities or any private or public body having jurisdiction. No person shall dump garbage, trash or other refuse into any waterway on the Property.

8.11 Landscaping. The land area not occupied by Structures, hard-surfacing, vehicular driveways or pedestrian paths shall be kept planted with grass, trees or shrubs or other ground covering or landscaping according to standards set by the Covenants Committee and approved by the Board of Directors. The standards will take into consideration the need for providing effective site development to:

- (a) enhance the site and building,
- (b) screen undesirable areas or views,
- (c) establish acceptable relationships between buildings, parking and adjacent properties, and
- (d) control drainage and erosion.

As required by the Covenants Committee, existing trees shall be retained, buffer areas established and the natural contour of the land respected. No tree (a) having a diameter of more than four inches, measured two feet above the ground level, and (b) lying outside the approved building area shall be removed without the written approval of the Covenants Committee. No chemical fertilizers, pesticides, or herbicides other than those approved by the Covenants Committee shall be used on any of the Property. The Covenants Committee may require special treatment of slopes, construction of walls and wells, and use of stone fills and drains to preserve trees that cannot otherwise be saved.

8.12 Maintenance of Premises and Improvements. Each Owner or Resident shall at all times keep his premises, buildings, improvements and appurtenances in a safe, clean, neat and sanitary condition. Appropriate maintenance shall include, but not be limited to, the seeding, watering and mowing of all lawns, the pruning and cutting of all trees and shrubbery and the painting (or other appropriate external care) of all buildings and other improvements all in a manner and with such frequency as is consistent with good

property management. The Owner or Resident shall comply with all laws, ordinances and regulations pertaining to health, safety and pollution, and shall provide for storage and removal of trash and rubbish from his premises in a manner to be approved by the Covenants Committee.

8.13 Enforcement of Maintenance

(a) The Covenants Committee, or its agent, during normal business hours, shall have the right to do any and all maintenance work reasonably necessary in the written opinion of the Covenants Committee, to keep any Lot, whether unimproved, improved or vacant, in neat and good order. Before doing any such work, the Covenants Committee shall give the Owner of the affected Lot 10 days' written notice describing the work to be done, and shall proceed with the work only if the Owner has not taken reasonable steps to do it or have it done before the 10-day period expires. The cost and expense of the work shall be paid by the Owner to the Covenants Committee upon written demand and, if not paid within 30 days, will become a lien upon the Lot which shall be enforceable in the same manner as, and have the same priority relative to other liens as, the lien of the Annual Assessment.

(b) The Covenants Committee, or its agent, shall have the right (upon the same notice and conditions as specified in Subsection (a)) to trim or prune, at the expense of the Owner or Resident, any hedge, tree or any other planting that, in the written opinion of the Covenants Committee, by reasons of its location on the Lot or the height to or the manner in which it is permitted to grow, is detrimental to the adjoining Lots or is unattractive in appearance.

8.14 Maintenance During Construction. During construction it shall be the responsibility of each Owner to insure that construction sites are kept free of unsightly accumulations of rubbish and scrap materials, and that construction materials, trailers, shacks and the like are kept in a neat and orderly manner. No burning of any trash and no accumulation or storage of litter or trash of any kind shall be permitted on any Lot.

8.15 Miscellaneous. Without prior approval of the Covenants Committee:

(a) No water pipe, gas pipe, sewer pipe, or drainage pipe, or industrial process pipe, except hoses and movable piping used for irrigation purposes, may be installed or maintained on any Lot above the surface of the ground.

(b) No previously approved Structure may be used for any purpose other than that for which it was originally designed.

(c) No Lot may be split, divided, or subdivided for sale, resale, gift, transfer or otherwise, unless by deed of correction in accordance with Prince George's County requirements.

(d) No facility, including but not limited to, poles, wires and conduits for transmission of electricity, telephone messages and the like may be placed and maintained above the surface of the ground on any Lot and no external or outside antennas of any kind may be maintained;

(e) No Lot may be used for any mining, boring, quarrying, drilling, removal of, or any other exploitation of subsurface natural resources, which would tend to conflict with the surface development in accordance with federal, state or local laws or regulations.

8.16 Land Development Activity

(a) This Article shall not be applicable to Land Development Activity. Without limiting the generality of this exclusion, the Developer and any Persons designated in a writing signed by the Developer and transmitted to the Secretary of the Association shall have all of the following rights in connection with Land Development Activity and construction and sale of homes:

(i) The right to construct, install, operate and/or maintain on the Property one or more construction or management control offices in homes, field office trailers or other temporary facilities.

(ii) The right to construct, install, operate and/or maintain one or more model homes and sales offices on the Property. The models and offices may be owned or leased by the Developer or the designated Person.

(b) Land development and sales activity shall in all events be subject to Prince George's County zoning ordinances and all other applicable laws and regulations of governmental authorities.

8.17 Effect on First Mortgages. No violation of this Article shall affect the validity of any first mortgage.

8.18 Amendment. Any amendment of this Article requires the approval of First Mortgagees under Section 11.02.

Article IX - Covenant for Staged Development

9.01 Additions by the Developer. The Developer hereby reserves the right at any time within the Development Period, and for a period of 12 months after the end of the Development Period, to subject to this Declaration any additional land which adjoins the Property so long as that action has been approved by the Federal Housing Administration and the Veterans Administration. If disapproval has not been communicated to the Developer within 60 days after written notice to such agencies of the intended annexation, the agencies shall be deemed to have consented to the annexation. Action by the Developer under this Section shall not require the consent of the Class A Members.

Article X - Easements.10.01 Utility Easements

(a) There is hereby reserved an easement upon, across, over, through and under the "Easement Area" of each Lot and over any Community Facility for ingress, egress, installation, replacement, repair and maintenance of all utility and service lines and systems including, but not limited to water, sewers, gas, telephones, electricity, television, cable or communication lines and systems and for other land development activity. By virtue of this easement, the Developer or the providing utility or service company may install and maintain facilities and equipment on the Property, excavate for such purposes and affix and maintain wires, circuits and conduits on, in and under the roofs and exterior walls of homes providing the company restores disturbed areas substantially to the condition in which they were found.

(b) "Easement Area" means (i) those areas on each Lot with respect to which easements are shown on the recorded subdivision plat; or (ii) if no easements are shown on the recorded plat, a strip of land within the Lot lines of each Lot, 10 feet in width in front and 7 1/2 feet in width at the rear and on each side, each distance being measured from the Lot line toward the center of the Lot. Any such Easement Area shall be extinguished, however, as to any area upon which a home has been constructed unless the easement has been specifically reserved in a subdivision plat or other instrument of record.

10.02 Developer's Easement to Correct Drainage.
For a period of two years from the date of conveyance of each Lot, the Developer reserves an easement and right on, over and under the ground within that Lot to maintain and to correct drainage of surface water in order to maintain reasonable standards of health, safety and appearance. This right includes the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary. The Developer shall restore the affected property to its original condition as nearly as practicable. The Developer shall give all affected Owners reasonable notice of intent to take such action unless in the opinion of the Developer an emergency exists which precludes such notice.

10.03 Easement for Governmental Personnel. A right of entry on any Lot or Community Facility is hereby granted to law enforcement officers, fire and rescue personnel as needed to carry out their duties, including enforcement of cleared emergency vehicle access.

Article XI - Notice to and Rights and
Consent of Certain Mortgagees and Government Agencies

11.01 Notice to First Mortgagees

(a) The Association shall provide written notice of any or all of the following events to any First Mortgagee which has, in writing, informed the Secretary of the Association of its First Mortgagee status and requested such treatment:

(i) Termination of the Development Period.

(ii) Any material amendment to:

(A) This Declaration; or

(B) The Articles of Incorporation of the Association; or

(C) The Bylaws of the Association.

(iii) Any decision by the Association to terminate professional management and assume self-management of the Community Facilities.

(iv) Any proposal or proceeding for the acquisition of any part of the Community Facilities by condemnation or eminent domain.

(v) Any damage to or destruction of any part of the Community Facilities exceeding \$10,000.

(vi) Cancellation, or expiration without renewal, of any hazard insurance coverage for Community Facilities required by Section 6.01(a)(i).

(b) All notices and documents required to be provided to Class A Members or Owners under this Declaration or under the Articles of Incorporation or Bylaws of the Association shall, upon prior written request by a First Mortgagee to the Secretary of the Association, be provided to the First Mortgagee at the same time as provided to Class A Members or Owners.

(c) A First Mortgagee of a Lot who has informed the Secretary of the Association of its first mortgagee status shall be entitled to notice of any Assessment levied on that Lot which has become Delinquent.

11.02 Consent of First Mortgagees. Notwithstanding compliance with the other provisions of this Declaration with regard to such actions, unless at least 75% of the First Mortgagees (based upon one vote for each Lot subject to a First Mortgage) have given their prior written approval, the Association shall not be entitled to do any of the following by act or omission:

(a) Abandon, sell, or transfer any Community Facilities (except for the granting of easements for public utilities or other public purposes consistent with the intended use of the Community Facilities by the Association).

- (b) Mortgage any Community Facility.
- (c) Partition or subdivide any Community Facility.
- (d) Change the method of determining Assessments or any other charges payable to the Association by Owners.
- (e) Use insurance proceeds from any damage to or destruction of a Community Facility for any purpose other than the repair or reconstruction of the damaged or destroyed Community Facility.
- (f) Amend any provision of Article VII or Article VIII.

11.03 Other Rights of Mortgagees

- (a) Any First Mortgagee may designate a representative (who shall have no voting privileges) to attend any meeting of the Members.
- (b) Any First Mortgagee which has, in writing, informed the Secretary of the Association of its First Mortgagee status and requested such treatment shall:
 - (i) Have the right to inspect the books and records of the Association during normal business hours.
 - (ii) Be provided by the Association with a copy of the annual audited financial statement of the Association for each fiscal year of the Association within 90 days after the end of that fiscal year.

11.04 Consent of Federal Agencies. Notwithstanding compliance with the other provisions of this Declaration with regard to such actions, as long as the Developer is the Class B Member, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration:

- (a) Annexation of additional properties.
- (b) Dedication of Community Facilities.
- (c) Amendment of this Declaration.

If the approval of one of these agencies has not been communicated to the Association within 10 days after written notice to it of the intended action, then that agency shall be deemed to have approved it.

11.05 Consent of Maryland - National Capital Park and Planning Commission. Any sale, transfer, assignment, dedication or donation of any common areas or Community Facilities, or any part of either, in fee or otherwise, whether by the Association or the Developer, shall require approval of the Prince George's County Planning Board of the

Maryland-National Capital Park and Planning Commission (the "Commission"), such approval not to be unreasonably withheld. The Commission shall also have the right to bring any action for any legal or equitable relief necessary to enforce this Section. In addition, this Section may not be amended or deleted from this Declaration, nor may the rights, privileges and obligations afforded to the Prince George's Planning Board of the Maryland-National Capital Park and Planning Commission as set forth in this Section be subject to any amendment procedure.

Article XII - General Provisions

12.01 Duration. The covenants and restrictions of this Declaration shall run with and bind the land for a term of 20 years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of 10 years unless amended or terminated as provided in this Article.

12.02 Amendment or Termination

(a) By Owners. The provisions of this Declaration may be amended in whole or in part or terminated by a recorded instrument executed by Owners of at least 90% of all Lots during the initial 20 years following the date on which this Declaration is recorded. After expiration of that 20-year period, this Declaration may be amended or terminated by a recorded instrument executed by Owners of at least 75% of all Lots. Any amendment or termination during the Development Period shall become effective only with the written consent of the Developer.

(b) By Developer. Notwithstanding Subsection (a), the Developer reserves the right to amend this Declaration during the Development Period without the consent of any Owners, Residents or other Persons claiming an interest in the Property or the Association if the amendment is necessary to bring this Declaration into compliance with any regulation or requirement of the Federal Housing Administration, the Veterans Administration or Prince George's County.

(c) Certain amendments of this Declaration require the approval of (i) First Mortgagees under Section 11.02 and/or (ii) the Federal Housing Administration and the Veterans Administration under Section 11.04.

12.03 Enforcement. The Association, or any Owner, shall have the right to enforce, by proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now imposed or imposed in the future by the provisions of this Declaration or the Articles of Incorporation or Bylaws of the Association. Failure by the Association or by any Owner to enforce any covenant or restriction shall not be deemed a waiver of the right to do so in the future. The provisions of this Section shall be in addition to and not in limitation of any rights or remedies provided in other Sections of this Declaration.

12.04 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provisions of this Declaration and all other provisions shall remain in full force and effect.

12.05 Construction. The Board of Directors shall have the right to construe the provisions of this Declaration, and, in the absence of an adjudication by a court of competent jurisdiction to the contrary, its construction shall be final and binding as to all persons and entitles benefitted or bound by this Declaration.

12.06 Invalidity. The determination by a court of competent jurisdiction that any provision of this Declaration is invalid for any reason shall not affect the validity of any other provision.

12.07 Headings and Cross References. The headings of the Articles and Sections of this Declaration are for convenience only and shall not affect the meaning or construction of the contents of this Declaration. Any references in this Declaration to an "Article" or to a "Section" or "Subsection" shall be construed, respectively, as referring to an article of this Declaration; a section of this Declaration; or a subsection of the section of this Declaration in which the reference appears.

12.08 Gender. Throughout this Declaration, the masculine gender shall be deemed to include the feminine and neuter, and the singular, the plural, and vice versa.

12.09 Lease of Parcel. No Owner of a Lot or Structure shall lease the Lot or Structure or part of either unless the lease is in writing and expressly provides that (a) its terms shall be subject in all respects to the provisions of this Declaration and the Articles of Incorporation, Bylaws, and regulations of the Associations, and (b) any failure by the lessee to comply with the terms of those documents shall be a default under the lease.

12.10 Encroachments. In the event any portion of a Structure inadvertently encroaches upon any Community Facility as a result of the construction, repair, shifting, settlement, or movement of any Structure, a valid easement for the encroachment and for its maintenance shall exist so long as the encroachment exists.

IN TESTIMONY WHEREOF, the said NATIONAL PERMANENT FEDERAL SAVINGS AND LOAN ASSOCIATION, hath on the 20th day of December, 1978, caused these presents to be signed by EDGAR F. PETERSON its President, attested by its Secretary, and its corporate seal to be hereunto affixed;

50419 - 498

and doth hereby appoint EDGAR F. PETERSON its true and lawful attorney in fact to acknowledge and deliver these presents as its act and deed, and that the herein grant is not substantially all of the assets of the grantor herein.

NATIONAL PERMANENT FEDERAL
SAVINGS AND LOAN ASSOCIATION

By Edgar F. Peterson
EDGAR F. PETERSON, President

ATTEST:

Charlotte Kodrich
CHARLOTTE KODRICH, Secretary
Corporate Sec

STATE OF
DISTRICT
COUNTY OF COLUMBIA

I HEREBY CERTIFY that on this 20TH day of December, 1978, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared EDGAR F. PETERSON who is personally well known to me as the person named as attorney in fact in the foregoing Deed, bearing date on the 20TH day of December, 1978, and hereto annexed, and as attorney in fact as aforesaid, and by virtue of the authority vested in him by said Deed, acknowledged the same to be the act and deed of the grantor therein.

GIVEN under my hand and seal this 20TH day of December, 1978.

HOWARD N. MILLNER
NOTARY PUBLIC, D. C.

My Comm. Expires: Sept. 30, 1981

Howard N. Millner
Notary.

I, CHARLOTTE KODRICH, Secretary of National Permanent Federal Savings and Loan Association do hereby certify that the foregoing deed was executed in strict conformity with a resolution of the Board of Directors of the said National Permanent Federal Savings and Loan Association a corporation organized under the laws of the United States, passed at a duly called meeting of said corporation, held on November 24, 1978.

Charlotte Kodrich
CHARLOTTE KODRICH, Secretary

CERTIFICATION

I certify that the above instrument was prepared under the supervision of an attorney admitted to practice before the Court of Appeals of Maryland.

A. Lee Haislip, Jr.
A. Lee Haislip, Jr., Attorney

5041 499

EXHIBIT A

Certain real property located in the 13th or Kent Election District, Prince George's County, Maryland, being (1) Lots 1 through 24 and Parcel A, Block A and Lots 1 through 34 and Parcel B, Block B, as per Plat Two, Enterprise Knolls; (2) Lots 25 through 77 and Parcel C, Block A, as per Plat Three, Enterprise Knolls; and Lots 35 through 90 and Parcel D, Block B, as per Plat Four, Enterprise Knolls, all recorded or to be recorded among the Land Records of Prince George's County, Maryland.

5609 704

EXHIBIT "A"

All that certain real property located in teh 13th or Kent District of Prince George's County, Maryland, as shown on plats recorded or to be recorded among the Land Records of the aforesaid County and described as follows:

Plat Five, Lots 91 thru 134 and Lots 231 thru 247 and Parcel "H", Block B (being a resubdivision of the residue of Parcel "C" and all of Lots 35 thru 77, Block A, and part of Hallandale Terrace and the residue of Lots 35, 36, 70, 71 and Parcel "D" and all of Lots 37 thru 41, Block B), ENTERPRISE KNOLLS, to be recorded.

Being a part of the lands conveyed by Pat Bottalico, Jr., General Partner under the Enterprise Road Partnership Agreement, to National Permanent Federal Savings and Loan Association, by deed dated November 20, 1978, and recorded among the Land Records of Prince George's County, Maryland, in Liber 5029 at Folio 211.

5307 110

AMENDED DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

ENTERPRISE KNOLLS

THIS DECLARATION, made this 14th day of July, 1980
by NATIONAL PERMANENT FEDERAL SAVINGS AND LOAN ASSOCIATION, a Maryland
Corporation, hereinafter referred to as the "Developer",

W I T N E S S E T H:

WHEREAS the Developer, by Declaration of Covenants, Conditions and Restrictions, dated December 20, 1978 and recorded in Liber 5041, at folio 470 of the Land Records of Prince Georges County, Maryland, did subject certain property in Enterprise Knolls Subdivision of Prince Georges County, Maryland, to the easements, restrictions, covenants and conditions set forth therein; and

WHEREAS, the Developer, pursuant to Article XII, Section 12.02 (a) and (b), as sole owner and Developer, has the sole right to amend said Declaration;

NOW THEREFORE, the Developer declares said Declaration to be amended as set forth below, and declares the property described therein to be subject to said Declaration as amended herein:

Section 1: Article I, Section 1.08, shall be amended to read as follows:

'1.08 "Community Facilities" means all real property and the improvements thereon, including common areas owned or leased by the Association for the common use and enjoyment of the Members. The Common areas to be owned by the Association at the time of the conveyance of the first lot are those areas, including private roads, described in Exhibit B, attached hereto and made a part hereof.'

Section 2: Article II, Section 2.01(d) shall be amended by adding thereto a new sub-subsection (xi):

'(xi) the right of individual owners to the exclusive use of parking spaces as provided in this article.'

Section 3: Article II, Section 2.01 shall be amended by adding thereto a new subsection (e):

'(e) Ownership of each Lot shall entitle the Owners thereof to the use of not more than two automobile parking spaces, which shall be as near and convenient to said Lot as reasonably possible, together with the right of ingress and egress in and upon said parking area. The Association shall permanently assign one vehicle parking space for each dwelling.'

Section 4: The property description contained in Exhibit 'A' of said Declaration shall be amended to read the same as Exhibit 'A' to this Amended Declaration, attached hereto and incorporated herein, in order to reflect the new plat references to the property subject to the Declaration and this Amendment.

Section 5: Exhibit 'B' is attached hereto and incorporated herein, for the purpose of describing common areas to be held by the Association prior to the conveyance of the first Lot.

5307 111

Section 6: Article IV, Section 4.03(a)(i) and (ii) shall be amended by changing the maximum Annual Assessments from \$50.00 to \$200.00 for each single family detached home and for each town house.

IN TESTIMONY WHEREOF, the said National Permanent Federal Savings and Loan Association has caused these presents to be executed in its corporate name by its president, with its corporate seal hereunto affixed, attested by its secretary on the date first above written.

NATIONAL PERMANENT FEDERAL SAVINGS AND
LOAN ASSOCIATION

ATTEST:

BY: Edgar F. Peterson, President

~~STATE OF~~
~~DISTRICT~~
~~COUNTY OF~~ COLUMBIA

, TO WIT:

I HEREBY CERTIFY that on this 14th day of July, 1980, before the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared in said State and County, EDGAR F. PETERSON, who made oath in due form of law that he is the duly elected and acting president of NATIONAL PERMANENT FEDERAL SAVINGS AND LOAN ASSOCIATION, Declarant in the foregoing Amended Declaration of Covenants, Conditions and Restrictions, and he acknowledged said Declaration to be the act and deed of said corporation, executed by authority of its Board of Directors.

WITNESS my hand and seal this 14th day of July, 1980.

Howard N. Millner

Notary Public
HOWARD N. MILLNER
NOTARY PUBLIC, D.C.

My Commission Expires:

My Commission Expires Sept. 30, 1981

5307 112

EXHIBIT "A"

All that certain real property located in the 13th or Kent District of Prince George's County, Maryland, as shown on plats recorded or to be recorded among the Land Records of the aforesaid County and described as follows:

Plat One, Parcel "E" Enterprise Knolls; Plat Two, Lots 1 thru 24, Block "A", Lots 1 thru 34, Block "B", Enterprise Knolls, recorded in Plat Book 102 at plat 15; Plat Three, Lots 25 thru 34, Block "A", Enterprise Knolls, recorded in Plat Book 102 at plat 16; Plat Five, Lots 35 thru 73, Block "B" and Parcel "F", Enterprise Knolls; Plat Six, Lots 74 thru 134, Block "B" and Parcel "G", Enterprise Knolls; and Plat Seven, Lots 135 thru 191, Block "B" and Parcel "H", Enterprise Knolls; being a part of the lands conveyed by Pat Bottalico, Jr., General Partner under the Enterprise Road Partnership Agreement, to National Permanent Federal Savings and Loan Association, by deed dated November 20, 1978, and recorded among the Land Records of Prince George's County, Maryland, in Liber 5029 at Folio 211.

EXHIBIT "B"

All that certain real property located in the 13th or Kent District of Prince George's County, Maryland, as shown on plats recorded or to be recorded among the Land Records of the aforesaid County and described as follows:

Plat One, Parcel "E", Enterprise Knolls; Plat Five, Parcel "F", Enterprise Knolls; Plat Six, Parcel "G", Enterprise Knolls; and Plat Seven, Parcel "H", Enterprise Knolls; being a part of the lands conveyed by Pat Bottalico, Jr., General Partner under the Enterprise Road Partnership Agreement, to National Permanent Federal Savings and Loan Association, by deed dated November 20, 1978, and recorded among the Land Records of Prince George's County, Maryland, in Liber 5029 at Folio 211.

5431 / 748
record 5443 / 599 522
SECOND AMENDMENT.

TO DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS

ENTERPRISE KNOLLS

THIS AMENDMENT, made this 14 day of July, 1981,
by NATIONAL PERMANENT FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation
organized under the laws of the United States, "Developer",

WITNESSES THAT:

1. Pursuant to Article IX of that certain Declaration of Coventants,
Conditions and Restrictions recorded among the Land Records of Prince George's
County, Maryland, in Liber 5041 at folio 470, as amended by that certain
Amended Declaration recorded among the aforesaid Land Records in Liber 5307
at folio 110, the Developer declares that the land described in Exhibit "A"
hereto shall be subjected to the said Declaration, and the description
thereof shall be considered as an addition to Exhibit "A" of said Declaration,
as amended.

2. Pursuant to Article XII, Section 12.02(a), the Developer owning
more than 90% of the Lots, the Developer hereby amends Article XII by adding
thereto the following new Section 12.11:

Section 12.11. Easement for Sunlight. The purpose of this section
is to provide for unobstructed access to sunlight for Lots on which homes have
been constructed with solar energy collectors.

The powers of the Architectural Control Committee with repsect to the
design and location of solar energy collectors shall be controlled by Article V.
From the time the plans and specifications for solar energy collectors have been
approved by the Committee for a specific Lot, there shall be reserved from the
whole of the Properties an easement for sunlight for the benefit of that Lot, such
that no structure shall be erected, nor any tree or other planting shall be
permitted to grow on any other Lot or the Common Areas so as to interfere with or
obstruct in any manner sunlight to the solar energy collectors on that Lot.
Both the Lot Owner and the Association shall have the power to enforce this
provision by proceedings at Law or in equity. The Association shall have

the duty and further right to trim any tree or planting on the properties in accordance with Section 9 of this Article.

IN WITNESS WHEREOF, the Developer has caused these presents to be executed in its corporate name by its officer below on the date aforesaid.

ATTEST:

NATIONAL PERMANENT FEDERAL SAVINGS
AND LOAN ASSOCIATION

BY: *Edgar F. Peterson* BY: *Edgar F. Peterson, Pres*
Corporate Secretary

DISTRICT OF COLUMBIA, SS:

I HEREBY CERTIFY that on this 14TH day of July, 1981, before the subscriber, a Notary Public in and for the District of Columbia, personally appeared EDGAR F. PETERSON, who made oath in due form of law that he is the duly elected and acting president of National Permanent Federal Savings and Loan Association, Declarant in the foregoing Second Amendment to Declaration of Covenants, Conditions and Restrictions, and he acknowledged said Declaration to be the act and deed of said corporation, executed by authority of its Board of Directors.

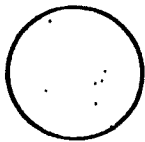
WITNESS my hand and seal this 14TH day of July, 1981.

Howard N. Millner
Notary Public

My Commission expires: _____

HOWARD N. MILLNER
NOTARY PUBLIC, D. C.
My Commission Expires Sept. 30, 1981

ONE METRO PLAZA
8100 PROFESSIONAL PLACE, LANDOVER, MARYLAND 20785
POST OFFICE BOX 1450
TELEPHONE (301) 459-9200



BEN DYER ASSOCIATES, INC.
Engineers / Surveyors / Planners

May 21, 1981
J-71090

DESCRIPTION

PROPOSED SECTION 2, ENTERPRISE KNOLLS

KENT DISTRICT NO. 13

PRINCE GEORGE'S COUNTY, MARYLAND

....being a part of the lands conveyed by Pat Bottalico, Jr., General Partner under the Enterprise Road Limited Partnership Agreement, to National Permanent Federal Savings and Loan Association, by deed dated November 20, 1978, and recorded among the Land Records of Prince George's County, Maryland, in Liber 5029 at Folio 211, and being more particularly described as follows:

BEGINNING for the same at a point on the easterly or South 20° 07' 00" West, 205.00 foot right of way line of St. Michael's Drive, 60.00 feet wide, as described in a conveyance from Felix Marchegiani, et al, to Prince George's County, Maryland, recorded among the aforesaid Land Records in Liber 4202 at Folio 819, distant 44.25 feet northerly of the southerly end thereof, and running thence across the aforesaid conveyance, recorded in Liber 5029 at Folio 211, the following four (4) courses:

1. South 69° 53' 00" East, 147.09 feet to a point;
2. South 83° 33' 47" East, 180.00 feet to a point;
3. North 06° 26' 13" East, 16.47 feet to a point; and
4. North 78° 50' 52" East, 229.11 feet to a point on the westerly or North 11° 09' 08" West, 531.46 foot line of Parcel "A", as shown on a plat of subdivision entitled, "Parcel 'A', Enterprise Shopping Center", recorded among the aforesaid Land Records in Plat Book WWW 85 at Plat No. 03, distant 161.46 feet southerly of the northerly end thereof; thence reversely with a part of said line,

THIRD AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
ENTERPRISE KNOLLS

THIS AMENDMENT, made this 23rd day of August, 1982, by
NATIONAL PERMANENT FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation
organized under the laws of the United States, "Developer",

WITNESSES THAT:

Pursuant to Article IX of that certain Declaration of Covenants,
Conditions and Restrictions recorded among the Land Records of Prince George's
County, Maryland, in Liber 5041 at folio 470, as amended by that certain
Amended Declaration recorded among the aforesaid Land Records in Liber 5307
at folio 110, and the Second Amendment to Declaration recorded in Liber 5443
at folio 522, the Developer desires to annex additional lands to that property
heretofore subjected to the Declaration as amended and to correct the
description of the property contained therein; therefore the Developer declares
that Exhibit "A" hereto shall be substituted in its entirety for Exhibit "A"
to the said Declaration as amended.

IN WITNESS WHEREOF, the Developer has caused these presents to
be executed in its corporate name by its officer below on the date aforesaid.

ATTEST:

NATIONAL PERMANENT FEDERAL SAVINGS AND
LOAN ASSOCIATION

By: [Signature]
Corporate Secretary

By: [Signature]
President

DISTRICT OF COLUMBIA, ss:

I HEREBY CERTIFY that on this 23rd day of August, 1982,
before the subscriber, a Notary Public in and for the District of Columbia,
personally appeared Edgar F. Peterson, President,
who made oath in due form of law that he is the duly elected and acting
President of National Permanent Federal Savings and Loan Association, Declarant
in the foregoing Third Amendment to Declaration of Covenants, Conditions
and Restrictions, and he acknowledged said Declaration to be the act and deed
of said corporation, executed by authority of its Board of Directors.

WITNESS my hand and seal this 23rd day of August, 1982.

[Signature]
Notary Public

My commission expires:

HOWARD N. MILLNER
NOTARY PUBLIC, D.C.

My Commission Expires: 9-30-1986

EXHIBIT "A"

All that certain real property located in the 13th or Kent District of Prince George's County, Maryland, as shown on plats recorded or to be recorded among the Land Records of the aforesaid County and described as follows:

Plat One, Parcel "E", ENTERPRISE KNOLLS, recorded in Plat Book 107 at plat 74.

Plat Two, Lots 1 thru 24, Block "A", Lots 1 thru 34, Block "B", ENTERPRISE KNOLLS, recorded in Plat Book 102 at Plat 15.

Plat Three, Lots 25 thru 34, Block "A", ENTERPRISE KNOLLS, recorded in Plat Book 102 at Plat 16.

Plat Four, Lots 35 thru 90 and Parcel "D", Block B, ENTERPRISE KNOLLS, recorded in Plat Book 102 at Plat 17.

Plat Six, Lots 177 thru 230 at Parcel "G", Block B, ENTERPRISE KNOLLS, to be recorded.

Plat Seven, Lots 135 thru 176 and Parcel "F", Block B, ENTERPRISE KNOLLS, recorded in Plat Book 111 at Plat 64.

Being a part of the lands conveyed by Pat Bottalico, Jr., General Partner under the Enterprise Road Partnership Agreement, to National Permanent Federal Savings and Loan Association, by deed dated November 20, 1978, and recorded among the Land Records of Prince George's County, Maryland, in Liber 5029 at Folio 211.

Page Two
Description
Proposed Section 2, Enterprise Knolls
Kent District No. 13
Prince George's County, Maryland

May 21, 1981
J-71090

5. South $11^{\circ} 09' 08''$ East, 377.15 feet to a point on the proposed northerly right of way line of Central Avenue (Maryland Route No. 214), 70.00 feet from the existing centerline thereof; thence with said proposed northerly right of way line,
6. 197.60 feet along the arc of a curve, deflecting to the right, having a radius of 2,430.00 and a chord bearing South $82^{\circ} 31' 37''$ West, 197.55 feet to a point of tangency; and
7. South $84^{\circ} 51' 24''$ West, 434.46 feet to a point of curvature at the intersection of said northerly right of way line of Central Avenue (Maryland Route No. 214), with the proposed easterly right of way line of St. Michael's Drive, 60.00 feet wide; thence with said proposed easterly right of way line,
8. 79.72 feet along the arc of a curve, deflecting to the right, having a radius of 50.00 feet and a chord bearing North $49^{\circ} 27' 57''$ West, 71.54 feet to a point of compound curvature; thence reversely with a part of the easterly or 379.61 foot curved right of way line of St. Michael's Drive, 60.00 feet wide, per Liber 4202 at Folio 819,
9. 362.99 feet along the arc of a curve, deflecting to the right, having a radius of 870.00 feet and a chord bearing North $08^{\circ} 09' 51''$ East, 360.36 feet to a point of tangency; thence with said easterly right of way line,
10. North $20^{\circ} 07' 00''$ East, 44.25 feet to the place of beginning, containing 241,943 square feet or 5.5542 acres of land.

WRITTEN: JP
CHECKED: TWC

5609 793

FOURTH AMENDMENT

TO

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

ENTERPRISE KNOLLS

THIS AMENDMENT, made this 22nd day of November, 1982, by
NATIONAL PERMANENT FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation
organized under the laws of the United States, "Developer",

WITNESSES THAT:

Pursuant to Article IX of that certain Declaration of Covenants,
Conditions and Restrictions recorded among the Land Records of Prince George's
County, Maryland, in Liber 5041 at folio 470, as amended by certain AMENDMENTS
recorded among the aforesaid Land Records in Liber 5307 at folio 110, Liber
5443 at folio 522, and Liber 5572 at folio 545, the Developer desires to
annex additional lands to that property heretofore subjected to the Declaration
as amended; therefore the Developer declares that Exhibit "A" thereto shall
be amended by the adding thereto the land described in Exhibit "A" hereto.

IN WITNESS WHEREOF, the Developer has caused these presents to
be executed in its corporate name by its officer below on the date aforesaid.

ATTEST:

NATIONAL PERMANENT FEDERAL SAVINGS AND
LOAN ASSOCIATION

By: *William L. Pritchett*
Corporate Secretary

By: *Edgar F. Peterson*
President

DISTRICT OF COLUMBIA, ss:

I HEREBY CERTIFY that on this 22nd day of November, 1982,
before the subscriber, a Notary Public in and for the District of Columbia,
personally appeared Edgar F. Peterson, President,
who made oath in due form of law that he is the duly elected and acting
President of National Permanent Federal Savings and Loan Association, Declarant
in the foregoing Fourth Amendment to Declaration of Covenants, Conditions
and Restrictions, and he acknowledged said Declaration to be the act and deed
of said corporation, executed by authority of its Board of Directors.

WITNESS my hand and seal this 22nd day of Nov., 1982.

Howard N. Millner
Notary Public

My commission expires:

HOWARD N. MILLNER
NOTARY PUBLIC, D.C.

My Commission Expires Sept. 30, 1986

Nov 29 2 57 PM '82

CLERK OF THE
CIRCUIT COURT
WORMAN L. PRITCHETT

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CC&Rs

Enterprise Knolls Homeowners Association, Inc.

BY-LAWS
OF
ENTERPRISE KNOLLS HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION: The name of the corporation is ENTERPRISE KNOLLS HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the corporation shall be located at 336 Post Office Road, Waldorf, Maryland 20601 but meetings of members and directors may be held at such places within the State of Maryland, County of Prince Georges, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to ENTERPRISE KNOLLS HOMEOWNERS ASSOCIATION, INC., and its successors and assigns.

Section 2. "Declaration" means the Declaration of Covenants, Conditions and Restrictions, recorded in the Land Records of Prince Georges County in Liber 5041 at folio 470 and dated December 20, 1978, as amended from time to time.

Section 3. The following terms shall have the meanings defined in the Declaration: "Owner", "Property", "Community Facilities", "Lot", "Developer" and "Member".

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 8:00 o'clock p.m. If the day for the annual meeting of the members is a Saturday, Sunday or legal holiday, the meeting will be held at the same hour on the first day following which is not a Saturday, Sunday or legal holiday.

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

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

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10th) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these

By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

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

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of Nine directors, of whom three need not be members of the Association; provided that the initial number of directors, who shall hold office until the first annual meeting, shall be three, who need not be members.

Section 2. Term of Office. At the first annual meeting the members shall elect three directors for a term of one year, three directors for a term of two years and three directors for a term of three years; and at each annual meeting thereafter the members shall elect three directors for a term of three years.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

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

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election of the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members, subject to provisions of Article IV, Section 1 hereof.

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

ARTICLE VI

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

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

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

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(g) cause the Community Facilities to be maintained.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Association shall be a president, and vice president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

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

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

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

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

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

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

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

President

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

Vice President

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

Secretary

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

Treasurer

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

ARTICLE IX

COMMITTEES

The Association shall appoint an Covenants Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint such other Committee as it in its discretion shall deem necessary for the preservation of the Common Area and facilities, and the proper functioning of the Association. The Board of Directors shall name the chairman and members of the Committees, which said chairman and members shall serve at the pleasure of the Board; and the Board shall designate the rights, powers and duties of the said Committees.

ARTICLE X

BOOKS AND RECORDS

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

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate specified in the Declaration, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Community Facilities or abandonment of his Lot.

ARTICLE XII

CORPORATE SEAL

The Association may have a seal in usual form but use of such seal is not required for the execution of any document.

ARTICLE XIII

AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is Class B. membership.

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

ARTICLE XIV

MISCELLANEOUS

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

IN WITNESS WHEREOF, we, being all the Directors of Enterprise Knolls Homeowners Association, Inc. have hereunto set our hands and seals this 1st day of November, 1980.

(SEAL)

Secretary

Collection Resolution
Enterprise Knolls Homeowners Association, Inc.

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

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Insurance Dec Page
Enterprise Knolls Homeowners Association, Inc.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/1/18

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

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

PRODUCER

StateFarm



Howard Feldman Agency Inc.
State Farm Insurance
11140 Rockville Pike Suite 380
Rockville, MD 20852

CONTACT NAME: Brucki Chajon

PHONE (A/C, No, Ext): 240-556-2042

FAX (A/C, No): 240-556-2053

E-MAIL ADDRESS: Brucki@howardfeldman.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: State Farm Fire and Casualty Company

25143

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED

Enterprise Knolls Homeowners Association Inc
C/O D.H. Bader Management Services, Inc.
14435 Cherry Ln Court Suite 210
Laurel, MD 20707

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y	90-07-0786-1	01/01/2018	01/01/2019	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$
						MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY					PRODUCTS - COMP/OP AGG \$ 2,000,000
	ANY AUTO					Cov A - Building \$ 46,500
	OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$
	HIRED AUTOS ONLY					BODILY INJURY (Per person) \$
	SCHEDULED AUTOS NON-OWNED AUTOS ONLY					BODILY INJURY (Per accident) \$
	UMBRELLA LIAB					PROPERTY DAMAGE (Per accident) \$
	EXCESS LIAB					\$
	DED RETENTION \$					EACH OCCURRENCE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					AGGREGATE \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N				\$
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				PER STATUTE OTH-ER
						E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
D.H Bader Management Services, Inc Additional Insured

CERTIFICATE HOLDER

CANCELLATION

D.H. Bader Management Services, Inc
14435 Cherry Ln Court Suite 210
Laurel, MD 20707

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.


AUTHORIZED REPRESENTATIVE

Other Document
Enterprise Knolls Homeowners Association, Inc.

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

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Rules and Regulations
Enterprise Knolls Homeowners Association, Inc.



**Enterprise Knolls Homeowners Association, Inc.
Mitchellville, MD 20721**

RESIDENT GUIDELINES/COVENANTS

Revised: February 2002



CORRESPONDING
COVENANT

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WHAT ARE THE COVENANTS?

What are the covenants?

They are residential guidelines documented with the State of Maryland, for the community to maintain a quality of life and property values. All homeowners should receive a copy at settlement on your property. If you did not receive a copy, please contact the Property Manager. We hope that you took the time to read and understand them.

Most importantly, the covenants are a binding contract between the Community of Enterprise Knolls and all residents. Our covenants assure the residents of certain minimum standards for the land use, architectural design, and property maintenance throughout the neighborhood. They also provide for your membership in the Enterprise Knolls Homeowners Association, Inc., and establish the mechanism for the operation of this association.

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

EXCERPTS FROM COVENANTS

Article I, Section 1.26 "Resident" means all of the following:

- (a) Any person who actually resides on the Lot of (i) a lessee described in Subsection (a) or (ii) an Owner.
- (b) Each lessee of a Lot who actually occupies that Lot and who, if requested by the Board of Directors/Property Manager of the Association, has delivered a signed copy of his lease agreement to the Board of Directors/Property Manager.
- (c) All owners of rental or conveyed units within Enterprise Knolls must provide the Board Members/Property Manager of the Association a copy of the lease agreement. And the owner must submit an Agreement from the lessee that lessee has received a copy of the "Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements." The lessee must also acknowledge that they have received a copy of the "Resident Guidelines." The Owner shall be advised by the Board of Directors that the lessee may be evicted if lessee infringes upon the safety and well being of other residents and/or their property or its use; or if the lessee continuously violates the guidelines. Owners, you are responsible for the actions of your tenants and/or guests.

Article II, Section 2.01 "Right of Enjoyment of Community Facilities"

- (a) Each Owner shall have a right and nonexclusive easement of enjoyment in and to the Community Facilities. The right and easement shall be appurtenant to and shall pass with the title of his Lot.
- (b) Each Resident shall have a nontransferable right to use and enjoy the Community Facilities, which right shall terminate when that person ceases to have the status of a Resident.

- c) The Board of Directors shall have the authority to (but shall not be required to) adopt, amend and enforce regulations which permit guests of an Owner or Resident to have, under conditions stated in the regulations a revocable, nonexclusive license or privilege to use and enjoy all specified Community Facilities. The regulations may limit the number of such guests who may use a Community Facility at any one time and may prescribe reasonable fees for guests.
- (d) The easements and rights provided for in Subsections (a) and (b) shall be subject to the following:
 - (i) **The Association shall have the authority to adopt and amend (by action of the Board of Directors) and to enforce reasonable rules and regulations pertaining to the use of the Community facilities, which shall enhance the preservation of the Community Facilities and the safety and convenience of the users of them.**

"Common Grounds and Facilities" are to be used **ONLY** by residents and their guests. There is to be NO destructive treatment of playground equipment, benches, exercise trails, trees, shrubs or any other common property. There is to be NO litter strewn on common (or neighboring) grounds. Children are NOT to play with (or on) mailboxes, nor are they to play around cars nor on private grounds other than their own. There is to be no ball playing in parking spaces.

Article VIII, Section 8.05 "Outside Storage or Operations"

"No outside storage of lumber, metals, or bulk materials of any kind, except building materials stored during the course of construction of an approved Structure, shall be permitted and no refuse or trash shall be kept, stored or allowed to accumulate on any Lot, unless such item is visually screened in a manner approved in writing by the Covenant Committee. No outside storage and operations shall extend above the top of any such screening. If trash or other refuse is to be disposed of by being picked up and carried away on a regular and recurring basis, containers may be placed in the open, on any day that a pick-up is to be made, at such place on the Lot so as to be visually screened from all streets and adjacent and surrounding Lots."

The Covenants Committee will formulate and adopt reasonable regulations as to the size, shape, color and type container permitted and the manner of storage of same on any Lot.

"Collection and Disposal of Refuse" containers shall be provided by the owner or occupant of a city residence. They shall be between ten (10) and thirty (30) gallons, made of metal or plastic, equipped with handles and tight-fitting covers. They shall be kept sanitary and in good condition. These containers are not to exceed a weight of fifty (50) pounds when filled and must be covered at all times. Strong plastic bags that are tied may also be used to contain refuse.

Refuse, in containers, shall be placed for collection at the curb in front of the property, but not in the street, by 7:00 a.m. on the scheduled day of collection but no earlier than 5:00 p.m. of the prior day. Collections will start at 7:00 a.m. All empty containers must be removed by 12:00 midnight on the day of collection.

HOW DOES THE ARCHITECTURAL CONTROL PROCESS WORK IN ENTERPRISE KNOLLS?

Your covenants provide for the appointment of an Architectural Committee. The EKHOA Board of Directors annually appoints volunteer members to this Committee. These volunteers come from among the residents of EKHOA and anyone interested in serving on this Committee should contact the Manager or a member of the Board of Directors. This practice assures that the control process is in the hands of your elected representatives and their appointees.

In addition, the EKHOA employs a General Manager, who is available to assist you in preparation of exterior alteration applications and to receive questions and complaints on architectural and maintenance matters.

**TO OBTAIN APPLICATION FORMS OR TO FILE A COMPLAINT, PLEASE
CONTACT THE MANAGEMENT COMPANY BY CALLING (301) 249-1515.**

WHAT IF I DON'T WAIT FOR APPROVAL?

If you start alterations without first obtaining approval of your plans, you do so at your own risk. If you fail to submit an application, or if your application is turned down or modified, you may face the cost of removing the alteration plus the cost of litigation. The covenants provide means for placing these costs as a lien against your property. These circumstances may also arise if your property has been altered without approval before you purchased it.

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

WHAT IS THE PROCESS FOR COVENANT ENFORCEMENT?

Enforcement of the neighborhood covenants is the job of every resident, but the routines are carried out by the Architectural Committee and the EKHOA Board of Directors. When architectural complaints are brought to the attention of the Committee, they are investigated as promptly as possible. If a complaint is found to be valid, the property owner is contacted formally and asked to correct the problem, either by removal or submission of an application, or by repair in the case of a maintenance problem. Our experience is that most problems are corrected at this stage.

Should the property owner still fail to act after the expiration of the 15 day period, the Committee/Board may vote to initiate action in court, or to enter the property and correct the problem at the owner's expense and risk. All costs at this stage are chargeable against the property owners as a lien on the property.

Anonymous grievance forms are available from the Management Company or any member of the Committee. Any resident may fill out a grievance form concerning an alleged violation of the covenants. These forms are investigated by the Committee, and if it is found that a violation does exist, the above procedure is begun.

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

The covenants give to the Committee the responsibility to set rules and procedures for architectural control, and the power to interpret the covenants and allow exceptions to their restrictions. The guidelines presented here have been written by the Committee as a part of their responsibility.

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

ONE FINAL NOTE:

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

WHAT ARE THE STEPS FOR APPROVAL OF MY PLANS?

When you contemplate exterior alterations or certain landscaping changes on your property, you should first consult the guidelines contained in this booklet. They will help you in finalizing your plans, and will tell you whether a formal application is required. If in doubt, consult the Management Company or any member of the Architectural Committee.

After you have studied the guidelines, complete and submit your application using the special forms available from the Management Company or any member of the Committee. Be sure that your application is complete, and that it has all necessary signatures, including your own. Submit your application early, allowing at least four weeks for its processing. NOTE: Approval of a project by the Architectural Committee does NOT relieve you of the need to obtain County permits, as required.

Your case will be assigned to one of the volunteer members of the Architectural Committee for follow-up, and will be scheduled for review at their meeting.

Prior to the Committee meeting, you may be contacted by a member of the Committee to discuss your application and, if necessary, to make suggestions for modifying your plans. It is to your advantage to give your full cooperation to the Committee member, for it is he or she who will present your case to the Architectural Committee and make recommendations for approval, disapproval, or approval with stipulations. During the interview, the Committee member will advise you of the time and place of the meeting and invite you to attend. On some occasions, the member assigned to your case may feel that your application is so complete and your plans so sure of approval that no interview is necessary. In such event, you may contact the Manager or any member of the Committee to obtain the time and place of the Architectural Committee meeting if you wish to attend.

Since case assignments to Committee members are normally made at the end of each monthly meeting, and the Committee meets once a month, the longest time interval between submission of your application and the Committee meeting will be four weeks with three weeks as a typical period. During the summer months, both case assignment and the meeting schedule may be speeded up to handle the heavier loads at that time of year.

At the Committee meeting, your application will be presented by the member who reviewed it, and you will be invited to join the discussion if you attend. At that meeting, your neighbors and any other neighborhood residents will have the opportunity to offer comments in support of, or in opposition to, your application. When the discussion has ended, the Committee will vote to approve or disapprove your application, or to approve it with modifications (called stipulations).

If you, or any other resident, do not agree with the action of the Committee, an appeal may be initiated within three days by giving written notice to the Management Company. If there is no such appeal, the action of the Committee will be endorsed by a member of the EKHOA Board. If your application has been approved, the approval is final, and you should receive your approved application in the mail within ten days, authorizing you to start work.

If there has been an appeal from other residents, or if you, the applicant, appeal an unfavorable action by the Committee, the EKHOA Board will arrange to hear the appeal.

While the process described above seems complex and rigid, it works because of the interest and cooperation of our residents and those who work on the Committee and the Board. At every step, efforts are

made to reach compromises where necessary, to insure speedy and satisfactory approval of your application.

ANTENNAS

For televisions, residents are encouraged to utilize antenna installations which are inside the structure. For other types of antennas, applications must be submitted to the committee for approval.

ATTIC VENTILATORS

This includes any attic ventilator that is exterior on the structure. An application is not required provided that the following provisions are met:

- a. No part of the ventilator protrudes more than 12 inches above the roof surface.
- b. All exposed parts are painted to match the exterior color of the material they penetrate so as to conceal them.
- c. Roof mounted and located on the least visible side of the roof and does not extend above the ridge line.
- d. If it becomes necessary to block air flow through the ventilator, this should be done from the inside of the structure.

All other installations REQUIRE AN APPLICATION showing elevations of the ventilator installation.

AWNINGS AND SUN TRELLISES

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

- A. Sun control devices should be compatible with the architectural character of the house, in terms of style, color and materials. Cloth and/or wood materials must be used.
- B. Awnings should be made of straightforward design without decorative embellishment such as scallops, fringes, and contrasting colored stitches. Color of awning must be solid and in agreement with color of house.
- C. Awnings and trellises should be consistent with the visual scale of the houses to which they are attached.
- D. The location of any awning or trellis should not adversely affect views, sunlight, or natural ventilation of adjacent properties.
- E. Frames for canvas awnings shall be painted to match the trim or dominant color of the house. If awnings are removed for winter storage, pipe frames shall be removed.

A complete application is required and must include:

- A. Dimensions
- B. Color and style of structure
- C. Color (sample is possible) and description of materials to be used.
- D. Detailed drawings of trellis or awnings.
- E. Description of method to support attachment to structure.

BASKETBALL BACKBOARDS

Basketball backboards are not permitted on common grounds or in the parking lots. (This includes portables and any imitations thereof.

CHIMNEYS (RESIDENTIAL) AND SMOKESTACKS

The purpose of this guideline is to insure that residents follow all guidelines set forth by the County building and fire codes. Additionally, installations will be in harmony with the applicant's house and surrounding houses.

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

- A. Chimneys which exit through a wall or the foundation or which run vertically along a wall: the chimney shall be boxed-in with materials which match the exterior wall finish in style and color.
- B. The following guidelines apply to chimneys which exit through the roof:

BOXING is encouraged for chimneys or smokestacks located on the **FRONT** slope of the roof or the roof ridge, or any other location where they will be highly visible from the fronting street. Chimneys located on the rear slope of the roof and not highly visible from the fronting street need not be boxed in. Exposed metal sections will be painted black or the roof color. Conspicuous locations on the front slope of the roof should be avoided.

- C. The following guidelines apply **IN ADDITION TO THOSE ABOVE** when there is an existing chimney on the house (other than builder approved through the roof installation for central heating systems).

Special care is needed to arrive at an architecturally suitable design when a second chimney is to be added. While each case must be considered separately, the following guidelines should be considered:

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

A complete application is required and must include:

Detailed drawings of the structure (site and floor plan) showing the dimensions and the location of the chimney or smokestack.

CAR REPAIRS

Car repairs are allowed if they are completed within three (3) days. All tools and materials must be removed daily for a safe and neat appearance, as deemed by the Board of Directors. **ANY** and **ALL** oil spills must be hosed down and cleaned **IMMEDIATELY**. Any debris must be removed from the premises immediately upon completion of any car repair(s).

CLOTHES POLES

Clothes poles must be portable and removed when not in use. The umbrella style is recommended. If above requirements are followed and the clothes pole is placed in the rear yard of the dwelling, an application is not required.

COMMON GROUNDS

Only Association residents and their guests may use the common ground facilities. Residents are expected to keep the grounds free of trash and use the playground equipment properly without damaging it.

DECKS (BALCONY STYLE)

A complete application is required. Decks must be constructed of durable materials; all visible portions should be wood and stain and must be the same as the current color of the stain on your home. Decks must be located at the rear of the dwelling only. Width of deck is limited to the width of the house; depth of deck is limited to ½ the length of the backyard.

Applications should include:

- a. Drawings to scale of new construction; plans must include dimensions, and a description of all materials to be used including color sample(s) where applicable.
- b. Applicant's signature.

DOG HOUSE

Under no circumstances is the dog house to be placed in the front yard area. **ALL** dog houses must be located in the **REAR** of the dwelling and not extend beyond either side of the dwelling. The dog house must be compatible in color with the dwelling and the natural surroundings.

A complete application is required.

- A. Site plan which shows the relationship of the dog house to the owner's home and property lines.
- B. Color of home and dog house.
- C. Dimensions and materials to be used.

(ARTICLE) IV DUES

Members are required to pay the assessed dues determined annually by the Board of Directors. Collection action is taken and homeowners must pay legal costs if dues are not received on time. These assessments provide for the management and maintenance of the common grounds, enforcement of covenants and reserves for capital improvements and expenditures such as sidewalks, streets, curbs, etc.

FENCES

The street side of every home is, visually, more or less public. In addition, many backyards are also public when they are directly related to the open space system. Fencing, if it is carelessly used or placed, encroaches upon the open space and can even destroy it. **NO FENCING IS ALLOWED IN FRONT YARDS.**

A. Perimeter or barrier fencing only:

1. Board-on-board fencing is permitted.

2. The fencing material is to be left to weather naturally. **NO PAINT MAY BE APPLIED TO THE FENCE**, however, clear stain may be used to prevent weathering.
3. Backyard fences **MUST BE** six (6) feet in height.
4. Gates matching the fencing style may be installed as desired.
5. All sections of the fencing are to be installed in the rear yard area.
6. Only one fence is to be put on a common property line.

B. A complete application is required for **ALL** fences and screens, which will include the following:

1. Drawing of lot, placement of home, and lines indicating where fence or screen is to be installed (include all dimensions).
2. Style of fence.
3. Height and color (natural).
4. Indicate where gates will be located; gates **MUST** complement the fence in material, style, color, and height.
5. Types and color of fences in the immediate area.

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

GARDENS / ROCK

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

GARDENS / VEGETABLE

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

- A. Located between the rear line of the house and the rear property line.
- B. Its size does not exceed 1/4 of the area described in A above.
- C. It is not planted on a grade which will cause damage to property below it through the flow of water onto lower property.
- D. Plant supports and dead vegetation shall be removed at the end of the growing season.
- E. An application should be completed for all other situations.

GRILLS / PERMANENT

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

An application is required with the following information:

- A. Dimensions.
- B. Site plan showing location of permanent grill.
- C. Materials and colors to be used.

GUTTERS AND DOWN SPOUTS

Written approval is not required for gutters and down spouts which match the color of the house or trim. A complete application should be submitted for all other gutters and down spouts. All hoses attached to down spouts **MUST** be buried and **NOT** laying above ground.

FLYERS ARE NOT PERMITTED ON MAIL BOXES, WHICH ARE THE PROPERTY OF THE US POST OFFICE.

LAWNS

Lawns are expected to be attractively planted in grass, small shrubs, ground cover, etc. in a design that enhances the property. Regular maintenance by mowing, weeding, fertilizing and watering, is expected.

Lawns are to be maintained and attractive on **ALL SIDES** of the house and uncluttered by items, whether or not there is a privacy fence. This is necessary with our multi-level townhouse units.

LAWN ORNAMENTS, SIGNS AND EMBELLISHMENTS

Lawn ornaments and embellishments over two (2) feet in height must be submitted for approval and must be located in the **REAR** yard. (Exception: House For Sale Sign).

All lawn ornaments and embellishments two (2) feet in height and under must be in keeping with the architectural and aesthetic character of the neighborhood as deemed by the Committee. Any form of form of advertising, e.g., signs, including rental signs, are not permitted on homeowner's property.

LIGHTING, RESIDENTIAL

The replacement of an existing light fixture, if accomplished with a realistic match to the old fixture, does not require approval from the Committee. If a change in style, size, shape, color, or positioning is desired or if additional light fixtures are to be installed on existing structures, an application is required.

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

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

Lighting for decorations, holiday and festival use does not require approval; however, holiday lighting shall not operate prior to the 26th of November in any year, nor later than the following 15th of January, and must be totally removed by January 22nd. Temporary electrical lighting and wiring for street decorations on, over, or across any public street, avenue, or highway, require an application and a County permit and may require evidence of adequate insurance coverage.

In general, fluorescent lights used outdoors will NOT be approved.

Bug lights must be portable, and be kept ten (10) feet from the property line. It is recommended that before any digging is initiated, the applicant call "Miss Utility" for existing locations of utilities.

MAINTENANCE OF PREMISES AND IMPROVEMENTS

Each owner or tenant shall at all times keep his premises, buildings, improvements and appurtenances in a safe, clean, neat and sanitary condition. Appropriate maintenance shall include, but not be limited to the seeding, watering and mowing of all lawns, the pruning and cutting of all trees and shrubbery and the painting (or other external care) of all buildings and other improvements all in a manner and with such frequency as is consistent with good property management. The Owner or Tenant shall comply with all laws, ordinance and regulations pertaining to health, safety and pollution, and shall provide for storage and removal of trash and rubbish from his or her premises in a manner to be approved by the Committee.

MAJOR BUILDING ADDITIONS

No major building additions with the exception of the addition of decks, and/or the screening-in of patios or decks is permitted. A complete application is required for these situations.

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

- A. All materials including siding, roofing, and trim should be the same as or compatible with the existing materials of the dwelling in color and texture.
- B. Patios and decks should not significantly impair the view, amount of sunlight, or ventilation of adjacent residences or the public's use or enjoyment of open space. New screens, doors, or viewing areas from addition should not impinge upon existing internal or external private areas of adjacent areas.
- C. Screened-in patios/decks should not create situations in which adjacent neighbors will have difficulty adding to, modifying, or maintaining existing dwellings.
- D. Additions should not adversely affect drainage conditions on adjacent properties through changes in grade or other significant run-off conditions.

Applications should include:

- A. Drawings to scale of new construction; plans must include dimensions, and a description of all materials to be used including color sample(s) where applicable.
- B. Applicant's signature.

For Specific requirements for decks and patios check listing for decks and patios and walkways.

TREES AND SHRUBS

No tree of a diameter of more than four (4) inches, measured two (2) feet above the ground level, shall be removed without express written authorization from the Committee. Trees may be planted within the homeowners property.

Shrubs should be kept below window height, and tree limbs pruned up to 12 feet above ground to afford maximum light, safety and a neat appearance.

PATIOS AND WALKWAYS

A complete application is required. This guideline refers to any new or expanded patios or walkways. All new materials should be of simple materials of a neutral color, such as undyed concrete, stone, or clay brick, or treated wood.

Patios may be constructed of wood, masonry, stone, or concrete, providing that the color and texture of the material is in harmony with the adjacent structures, as deemed by the Committee. Patios must be located to the rear of the dwelling and may not extend beyond either side of the dwelling.

An application is **NOT** required if a patio or walkway replaces an existing area of paving with an identical material. Generally, new patios or walkways should:

1. Disturb existing contours as little as possible.
2. Be located to provide reasonable visual and acoustical privacy for both applicants and their neighbors.

Applications should include:

- A. Site plan with dimensions showing new walkways or patios in relation to existing houses, trees, and lot boundaries.
- B. A list and description of materials to be used which includes a color sample(s) where applicable.

REPAINTING GUIDELINES

An application is required when a house siding or trim is to be painted a color different than its existing color. The new paint is considered to be different if the color itself changes (for example, yellow instead of green) or if, while the color remains the same, it is lighter or darker than the original. An application **IS NOT REQUIRED** when the new paint is the same as the original in both these respects.

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

The use of "land" or "earth tone" colors will be required in the repainting or staining of contemporary styled houses. In cases in which the choice is from the "land" color range, the prime consideration will be whether the house will continue to blend in a complementary way with its surroundings. Paler and brighter colors, as well as "land" colors, for traditionally styled houses, will be considered in the color ranges presently existing in the surrounding neighborhood. A color sample must be presented in your application for a color change.

Trim for those houses on St. Michael's Drive is **required** to remain egg shell/ivory color. Houses on Hallandale Terrace should be in conformity with the original colors (earth tones). If you are unsure of the original color of your home, please check with the Board of Directors or the Property Manager. Color samples must be presented in application for a color change.

RESIDING/RETYLING STRUCTURES

The choice of material to be used in residing is left to the discretion of the owner. It is the owner's responsibility to ascertain whether this material meets the Prince George's County building and fire codes which apply to exterior materials.

Residing materials and color must match the existing materials on the dwellings.

A complete application must be submitted and is to include:

- A. A photograph or sketch of existing house including color and texture of existing ding materials.
- B. A description of the proposed residing material including the color, texture, and manner in which it will be applied. Color and texture samples must be submitted with the application. Significant changes of present trim size, location, and removal or addition of other stylistic features should also be noted.

SCREENS, STORM DOORS AND WINDOWS

Screens, storm windows and doors do not require approval if color and style are chosen that match the house; and the storm doors are of a straight-forward design, without extensive or extreme decorative embellishments.

All other types of door and window alterations require an application. All applications should include description of material, color, and style to be used.

SHEDS, TOOL/STORAGE

Sheds should be located as close to the dwelling as possible, preferably attached. However, the shed may be built in conjunction with a privacy fence.

Sheds must be located to the rear of the dwelling and may not extend beyond either side.

If a storage shed is to be located adjacent to the dwelling, then one wall must be in common with the dwelling and it must be constructed of the same materials as the dwelling. The siding, doors, and trim must be the same color and have the same texture as that of the dwelling. The roof must be the same color and have the same pitch as that of the dwelling.

If a storage shed is to be located in conjunction with a privacy fence, then it will have one wall in common with the privacy fence, or built at the end of the fence in an "L" configuration. The siding must be constructed of wood plank that matches the fence, or textured plywood siding. The finish must match the fence and the roof must match the dwelling.

Metal sheds are permitted provided that they are properly screened on three (3) sides. The three (3) sides to be screened will be the sides which minimize the impact of the shed on the surrounding properties.

Privacy screening must be constructed in accordance with the Guidelines for Fences and Screens.

If the house is restyled, resided or a paint color change is made, the existing shed should match.

Approval is contingent on resident's commitment to build a sturdy permanent structure.

A full application is required for all tool/storage sheds which **MUST** include:

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

SOLAR COLLECTORS

Solar collectors should be in harmony with existing solar collectors.

All applications **MUST** include a site plan plus elevations of the house showing the appearance of the collector. Details should show how the collector edges will meet the roof.

Free standing collectors should normally be located behind the structure and completely concealed from the road, neighboring properties and open space or worked into another architectural element. Any superstructure necessary to elevate the collector above the existing roof plane must be enclosed by approved materials and colors.

SWING SETS AND SAND BOXES

Residents are encouraged to use the recreational facilities provided. However, if privately owned equipment is desired the equipment should be located behind the house as inconspicuously as possible.

A complete application is needed and **MUST** include:

- A. Color and materials.
- B. Site plan with dimensions showing the location of the play equipment relative to applicant's house, property lines and neighboring houses.
- C. A picture or sketch of the equipment showing dimensions.

VEHICLES

Boats, Trailers, Trucks, and Recreational Vehicles

Due to limited parking, boats, trailers, house trailers, trailer trucks, or any similar items shall **NOT BE STORED** in any Enterprise Knolls parking lot in excess of fourteen (14) days. Extensions **must be submitted IN WRITING TO THE COMMITTEE**. This is A **TOTAL PERIOD**, not necessarily a consecutive period.

COMMERCIAL VEHICLES

Commercial vehicles shall **NOT BE PARKED OR STORED** in any Enterprise Knolls parking lot.

WOOD STORAGE/FIRE WOOD

Storage of fire wood shall be restricted to the rear yard and be limited to a height of five (5) feet or the height of a privacy fence. Wood storage shall not exceed one quarter (1/4) of the rear yard.

PARKING

NO VEHICLES ARE TO BE PARKED ON THE SIDEWALK, ON THE GRASS OR ANY WHERE EXCEPT WITHIN MARKED PARKING SPACES.

Due to the limited parking space available, owners of motorcycles are encouraged to make efficient use of available space by parking their vehicles in their backyard, or more than one to a space. One numbered parking space is assigned to each townhouse resident.

PETS

Residents are reminded that there is a leash law prohibiting pets from running freely in Prince George's County.

Pet owners are expected to pick up droppings from the common grounds and dispose of them properly, per Prince Georges County pooper scooper law.

COMPLAINTS/CONCERNS/GRIEVANCES

Any resident may file a complaint or grievance by calling the Management Company at (301) 249-1515. The Property Manager will in turn relay this concern, but not necessarily the name of the complainant to the Architectural Committee. The Committee will investigate to see if the complaint is valid and if so, a violation letter will be sent.

Additionally, any questions regarding approvals, etc. should be directed to the Management Company at (301) 249-1515.

ITEMS NOT MENTIONED:

An application is required, prior to implementation, for any and all architectural modifications or additions which are not covered in these Guidelines.

RENTAL / COMMON RESIDENCES

Rental property and renters are expected to comply with the same standards set for other Association members. Non-resident owners must obtain a County rental license and provide to renters instructions and a copy of the Resident Guidelines booklet, obtain the signature of the renter on the form provided, and mail it to the Management office, along with a copy of the corresponding lease agreement (covenant article 12.09 paragraph 1.26a).

SIDEWALKS

Sidewalks are to be kept free of grass and dirt during the spring, summer and fall season and are to be shoveled to be kept free of snow during the winter. For maximum life of the sidewalk, salt should not be used. Homeowners are responsible for repairing and replacing the steps and walkway on their property as needed.

TRASH

Covered trash containers or strong lawn bags may be used for storing trash. County law requires that trash is to be kept behind the house, and may be moved to the curb no sooner than 5:00 p.m. on the day before pickup. Trash cans and recycling bins must be returned to the backyard by 12:00 midnight of the day of pickup. NO trash receptacles are to be stored in front yards.

NEIGHBORHOOD WATCH/ENVIRONMENT

EKHOA is a County-authorized Neighborhood Watch organization. Regular meetings are held and safety measures are communicated to homeowners.

It is the responsibility of all residents to maintain a peaceful environment free of car horns, loud music, large groups of youth congregating and creating disturbances, trash arbitrarily dispensed on the grounds and other nuisances.

ENVIRONMENT

Each Association member is responsible for giving the Association an attractive appearance and your house and avoiding honking car horns. It is also done by advising guests to conform to the same standards. Be aware that we are a Neighborhood Watch organization: Be alert and take the necessary safety precautions to protect your property and warn neighbors and call the police when necessary. Be active in the community and give your suggestions for improvements.

**AGREEMENT FOR RENTERS
ENTERPRISE KNOLLS HOMEOWNERS ASSOCIATION, INC.**

On _____ I, _____
Date Tenant

received a copy of 'Guidelines to Covenants' for Enterprise Knolls Homeowners Association.

I understand that I am obligated to follow those 'Guidelines to Covenants' that apply to me while living on property governed by Enterprise Knolls Homeowners Association, and that violations will be reported to the owner, who is required to take action against me.

Tenant's Name(s) _____
Tenant's signature(s) _____

Unit Address: _____

Terms: From _____ to _____
Date Date

Owner's Name(s) _____

OWNER: Send a clear copy to the management company within 30 days of the beginning of a lease.

The present management company is:

Ligelis Management
15956 Alameda Drive, Bowie, MD 20716

Telephone (301) 249-1515
Fax (301) 390-2468



Executive Office
R.J. MOORE & ASSOCIATES, INC.
929 WEST STREET, SUITE 370
ANNAPOLIS, MARYLAND 21403
(301) 268-5242
FAX (301) 280-3335

November 1, 1991

Ms. Marjorie L. Ligelis
Property Manager
Enterprise Knolls HOA, Inc.
15956 Alameda Drive
Bowie, MD 20716

Dear Ms. Ligelis:

Enclosed is a revised replacement reserve schedule for Enterprise Knolls, including only those components that the Board has decided to retain on the schedule.

While the Board is of course entitled to adopt any figures it chooses, our calculations do not result in exactly the same annual deposit numbers as those shown on the enclosure to your letter of October 4, 1991. Deleting some components changes the calculated annual contribution requirement for those remaining. We offer the following additional comments:

Curb and gutter. Your figure appears to result from assuming that 25% of the curbs and gutters will require replacement after 25 years. Our experience is that 50% is more realistic. (Mr. Albarado and I did discuss a 25% replacement factor; however, I was referring to the storm drainage system.)

Concrete walks. Same comment as above.

Storm manholes. Your figure appears to retain our initial assumption that all of these would require replacement after 40 years. We believe that providing for major repair at 25% of replacement cost, as you are doing with the storm drains themselves, is appropriate for the manholes as well. While there is no way to forecast accurately when the repair might be necessary, we suggest assuming 25 years.

Reserves on hand. Applying the reserves on hand with priority to those components expected to need earliest replacement, rather than proportionally to all components as we did in our initial schedule, results in a somewhat lower computed requirement for annual contributions.

ENTERPRISE KNOLLS

REPLACEMENT RESERVE ANALYSIS

Revised November 1991

DESCRIPTION	UNIT	NUMBER OF UNITS	UNIT REPL COST \$	FT: feet	EA: each	LS: lump sum	EST	EST	CURRENT OBJECTIVE \$	RESERVES ON HAND \$	ANNUAL DEPOSIT \$	
							ECON LIFE YRS	LIFE LEFT YRS				RP: repair
Asphalt pavements												
Overlay	SF	204,882	1.00	204,882	20	9	112,685	0	22,765			
Seal	SF	204,882	0.10	20,488	5	4	4,098	0				
Curb & gutter (50%)	FT	6,241	17.35	108,281	25	17	34,650	0	6,369			
Concrete walk (50%)	SF	19,521	5.67	110,684	25	17	35,419	0	6,511			
Asphalt paths	SF	12,444	1.31	16,302	20	9	8,966	0	1,811			
Wood retaining wall	SF	2,164	23.82	51,546	20	9	28,351	0	5,727			
Tot lot equipment	LS	1	12,348	12,348	20	9	6,791	3,415	993			
Storm drains	RP	1	35,805	35,805	25	14	15,754	0	2,550			
Storm manholes and catch basins	RP	1	18,861	18,861	25	14	6,979	0	1,133			
CONTINGENCY												
TOTAL REPLACEMENT COST						576,198		12,685	2,390	6,133		
TOTAL CURRENT OBJECTIVE							266,377					
TOTAL RESERVES ON HAND								26,293				
TOTAL ANNUAL CONTRIBUTION										54,000		

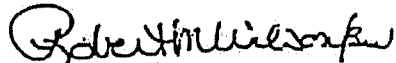
Enterprise Knolls
Page 2

Using the contingency (about 12.8% in our revised schedule) to round off produces the same bottom line as do your figures, as you can see.

If you have any questions concerning this letter, please do not hesitate to contact my office.

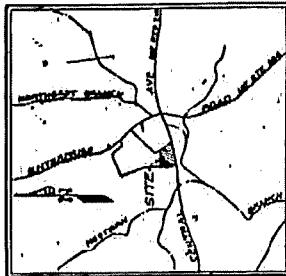
Sincerely,

R. J. MOORE & ASSOCIATES, INC.

A handwritten signature in cursive script, appearing to read "Robert M. Wilson".

Robert M. Wilson, P.E.

Enclosure



U.S. NATIONAL CAPITAL GAZETTE
PUBLISHED WEEKLY
WEDNESDAY, SEPTEMBER 15, 1964
Vol. 68, No. 38

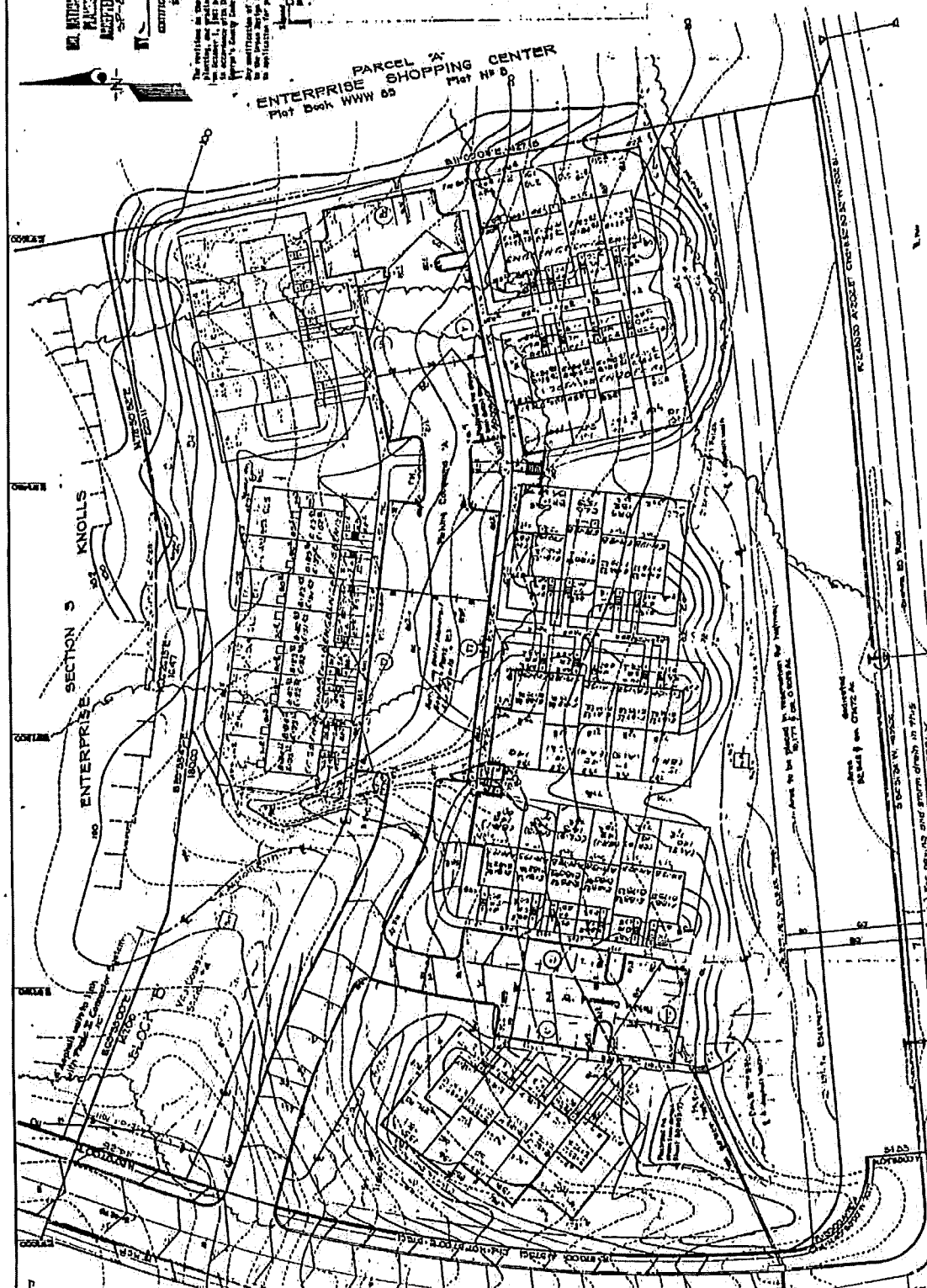
The revision in the evacuation facilities, planting, and fuel on this plan were approved on October 1, 1941 by the Western Pacific Division in accordance with Division 12 of the Prince George's County Code.

Any modification of this plan must be submitted to the Prince George Division for approval prior to implementation.

CONTROL POINTS

- [illegible]

ENTERPRISE SHOPPING CENTER
Parcel "A"
Plot No. 8
Plot Book WWW 65



DATE FURNISHED
SECTION II

STOCKS 1955-1960

ENTERPRISE KNOLLS
KENT DISTRICT
BRIDGE GEORGE'S COUNTY MARYLAND

AVENUE

MD. ROUTE # 214)

CENTRAL

ENGINEERS CERTIFICATE
I hereby certify that the grading above shown conforms with Article 22 of the Public Orders

Country Code.

3

OWNER:
National Permanent Savings
& Loan Association
3050 Ambury Road
Columbia, Maryland 21044
Phone: 410. 590

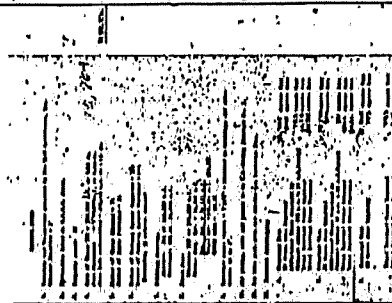
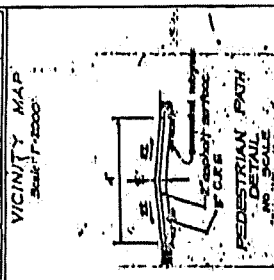
1	10-10-10	10-10-10
2	10-10-10	10-10-10
3	10-10-10	10-10-10
4	10-10-10	10-10-10
5	10-10-10	10-10-10
6	10-10-10	10-10-10
7	10-10-10	10-10-10
8	10-10-10	10-10-10
9	10-10-10	10-10-10
10	10-10-10	10-10-10

— 100 —

3
Hess

10-15-1971	10-15-1971
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1971-1972	1972-1973
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Any notification of this plan must be submitted to the Planning Board for approval. This plan is valid for a period of one year.

Signed: [Signature] Date: 10/1/71

Executive Director, Planning Board
Planning Board
Planning Department

ENGINEERS' CERTIFICATE
I hereby certify that the foregoing
has been submitted to Article 22 of the Uniform

ENGINEERS' CERTIFICATE
I hereby certify that the grading shown
hereon conforms to Article 22 of the Times
George County Building Code. 4/13/13 J. E. J. S. J. C.
J. E. J. S. J. C.

[illegible]

