



The Management Group Associates, Inc.

A FULL SERVICE PROFESSIONAL PROPERTY MANAGEMENT COMPANY

October 15, 2025

Dear Homeowner:

Enclosed is some information that will help you to comply with Section 11B-106 of the "Maryland Homeowners Association Act."

This Act requires you, as the Seller of your property, to provide the purchaser certain information at the time of contract. The package provides you with some of the information required but does not completely fulfill the requirements of the Act. Your realtor or attorney can assist you in meeting all your disclosure obligations.

We wish you the best of luck in your new home and thank you for allowing us the opportunity to be of service.

Best Wishes

The Management Group Associates

Property Address: 11200 Legato Way, Silver Spring, Maryland 20901

Homeowners Association's Legal Name:

Dumont Oaks Community Association

As of the date of this letter:

Current fees or assessment: \$99.06 due monthly

Delinquency or past due assessments and charges: Homeowner should contact TMGA's Accounting Department for account balance.

This balance may not be accurate as of the date of settlement. Please contact TMGA's Accounting Department at ARI@tmgainc.com prior to the settlement date to verify the actual balance.

The Management Group Associates charges all new homeowners a \$200.00 setup fee. This fee is usually collected during settlement by the title company conducting the transfer of the property. If the title company does not collect this fee, the new homeowner will be billed.

To receive an insurance certificate, please contact: Eric Insurance (Sahouri Insurance), 703-883-0500. The policy is under Dumont Oaks Community Association.

The fiscal year for the Association runs from October 1 to September 30.

Please note that TMGA may be deemed a debt collector. Any information obtained from communication with our office may be used for that purpose.

20440 Century Boulevard • Suite 100 • Germantown, Maryland 20874

(301) 948-6666 • FAX (301) 948-6663

E-Mail: tmgainc@tmgainc.com / www.tmgainc.com



The name, address and telephone number of the management agent for the Association is:

The Management Group Associates
20440 Century Boulevard, Suite 100
Germantown, Maryland 20874
(301) 948-6666

The following person is authorized by the Association to provide information to the public regarding the Association:

Ruchita Patel or Emily Wilberg Property Managers, The Management Group Associates

The following documents are enclosed for your transmittal to the purchasers:

- x Declaration of Covenants, Conditions and Restrictions
- x By-Laws
- x Articles of Incorporation
- x Architectural Guidelines
- x Delinquency Collection Procedures
- x Vehicle Rules
- x Other 2025/2026 Approved Budget
- x Other Amended and Restated By-Laws
- x Other Homeowner Information Packet (Updated August 2023)
- x Other Supplementary Declaration of Covenants and Restrictions (Maple Ridge)

The following is a list of architectural or maintenance violations which were existing on this home as of the most recent inspection. Note, this list may not include all of the architectural or maintenance violations. The buyer of the home should be aware that he/she is responsible for ensuring that the property complies with all Architectural Control Guidelines, legal documents, and maintenance standards for Dumont Oaks Community Association, regardless of whether these violations existed on the home prior to the date of settlement:

1. Please conceal cable wire on your home. It should be securely fastened so that it is not clearly visible and painted to match the house surface to which it has been attached.
2. Please clean up your landscape beds. Remove the weeds, prune off dead landscaping as needed, and prune the shrubs so that they are neat in appearance.
3. Replace the warped support post on your fence.
4. Please clean the stains that have formed on your front stairs, stoop, or sidewalk.
5. Please repair the shutters on your home.
6. Please resod the dead or bare patches of grass in your yard.

***Due to the time sensitive nature of the information provided, this resale certificate is invalid 30 days from the date listed above.**

Please contact Jennifer Lainez (jlainez@tmgainc.com) if you have any questions regarding this resale certificate.

DUMONT OAKS COMMUNITY ASSOCIATION

HOMEOWNER INFORMATION PACKET:

(Updated: August 20, 2025)

- **DUMONT OAKS APPROVED BY-LAWS AMENDMENT (4/16/24)**
- **DUMONT OAKS 2025/2026 APPROVED BUDGET**
- **ADMINISTRATIVE RESOLUTION FOR COLLECTION OF DELINQUENT ASSESSMENTS, FINES AND OTHER CHARGES (Revised 10/1/21)**
- **ARCHITECTURAL GUIDELINES (Revised 7/25/23)**
- **RESOLUTION ONELECTRIC VEHICLE RECHARGING EQUIPMENT (EVRE) AND AGREEMENT (03/25/25)**
- **DUMONT OAKS ARCHITECTURAL CHANGE REQUEST APPLICATION**
- **RESOLUTION CONCERNING VIOLATIONS AND ENFORCEMENT – RECITALS (Revised 02/25/25)**
- **RESOLUTION CONCERNING RULES FOR THE USE AND MAINTENANCE OF PRIVATE PROPERTY**
- **REGULATIONS FOR PARKING AND VEHICLES in DUMONT OAKS TOWNHOUSE NEIGHBORHOODS (Effective 9/1/22)**
- **REMOVAL of TREES and SHRUBS on OWNER PROPERTY (Revised 11/26/13)**
- **POLICY RESOLUTION POTENTIALLY DANGEROUS DOGS**
- **CONFLICT OF INTEREST POLICY**
- **ELECTION PROCEDURES**
- **NEIGHBORHOODS**
- **DUMONT OAKS COMMUNITY MAP**
- **CANDIDATE STATEMENT for BOARD of TRUSTEES**
- **MONTGOMERY COUNTY RECYCLING and TRASH COLLECTION SERVICES INFORMATION**

**AMENDED AND RESTATED BYLAWS
OF
DUMONT OAKS COMMUNITY ASSOCIATION, INC.**

Replaces prior version dated August 31, 2021
Amendments Adopted on April 16, 2024

ARTICLE I - NAME AND LOCATION

The name of the Corporation is DUMONT OAKS COMMUNITY ASSOCIATION, INC., hereinafter referred to as the Corporation. The principal office of the Corporation shall be located at 20440 Century Boulevard, Suite 100, Germantown, Maryland, 20874, or at such other address as may be designated from time to time by the Board of Trustees, but meetings of Members and Trustees may be held at such places as may be designated by the Board of Trustees.

ARTICLE II - [RESERVED]

ARTICLE III - DEFINITIONS

Section 1. "Approval" shall mean and refer to the issuance by any public agency of written approval or any written waiver of approval rights or formal letter stating "no objection".

Section 2. "Assessable Unit" shall mean and refer to any real property within the Properties which is subject to assessments as provided in Article V of the Declaration.

Section 3. "Book of Resolutions" shall mean and refer to the document containing rules and regulations and policies of the Corporation as they may from time to time be amended.

Section 4. "Builder" shall mean and refer to a person or entity which acquires a portion of the Properties for the purpose of improving such portion in accordance with the Development Plan for resale to Owners or as a Multi-Family Rental Unit.

Section 5. "Common Area" shall mean and refer to all real property and improvements as approximately shown on the Development Plan owned or leased by the Corporation for the use and enjoyment of the Members.

Section 6. "Corporation" shall mean and refer to the DUMONT OAKS COMMUNITY ASSOCIATION, INC. and its successors and assigns.

Section 7. "Declaration" shall mean and refer to the covenants, conditions, and restrictions and all other provisions therein set forth in the entire document, as may be amended from time to time.

Section 8. "Developer" shall mean and refer to the DUMONT OAKS CORPORATION and its successors and assigns; provided, however, that no successor or assignee of the Developer shall have any rights or obligations of the Developer hereunder unless such rights and obligations are specifically set forth in the instrument of succession or assignment or which pass by operation of law. The rights and obligations set forth herein of the Developer, as Developer, shall cease upon the first of the following to occur: (1) when new Living Unit construction

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contemplated by the Development Plan is substantially completed, as defined in the Declaration, or (2) after five years have lapsed since the filing of the last Supplementary Declaration establishing a Neighborhood, except as provided in Article IX, Section 2., of the Declaration.

Section 9. "Development Plan" shall mean and refer to the "Conceptual Development Plan" of intended uses of the Properties as approved by the Maryland National Capital Park and Planning Commission-Montgomery County Planning Board, and as may be amended from time to time.

Section 10. "Federal Mortgage Agencies" shall mean and refer to those Federal Agencies who have an interest in the Properties, such as the Federal Housing Administration, the Veterans Administration, the Federal National Mortgage Association, and the Federal Home Loan Mortgage Corporation, or successors to their interests.

Section 11. "First Mortgagee" shall mean and refer to an Institutional Lender who holds the first deed of trust on a Lot or Living Unit and who has notified the Corporation of its holding.

Section 12. "Founding Documents" shall mean and refer to the Articles of Incorporation of the Corporation, the Declaration, Supplementary Declarations, and these Corporation Bylaws, all as initially drawn by the Developer and filed and recorded as the case may be, and all as may be duly amended from time to time.

Section 13. "Governing Documents" shall mean and refer collectively and severally to the Founding Documents and the Book of Resolutions, as such may be amended from time to time.

Section 14. "Institutional Lender" shall mean and refer to one or more commercial or savings banks, savings and loan associations, trust companies, credit unions, industrial loan associations, insurance companies, pension funds, or business trusts, including, but not limited to, real estate investment trusts, any other lender regularly engaged in financing the purchase, construction, or improvement of real estate, or any assignee of loans made by such a lender, or any private or governmental institution which has insured a loan of such a lender, or any combination of any of the foregoing entities.

Section 15. "Lead Lender" shall mean and refer to the First Mortgagee holding the greatest number of first deeds of trust on Lots.

Section 16. "Living Unit" shall mean and refer to any portion of a structure situated upon the Properties designed and intended for use and occupancy as a residence by a Single Family.

Section 17. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision plat of the Properties, including, but not limited to, any condominium unit created under the Condominium Act of Maryland, as such may be amended from time to time, with the exception of Common Area as defined in the Declaration, permanent parks, open spaces, streets, and parking lots.

Section 18. "Members" shall mean and refer to Members of the Corporation which shall consist of all Owners and Occupants and which is comprised of Class A and Class B Members as defined in the Articles of Incorporation of the Corporation.

Section 19. "Multi-family Rental Structure" shall mean and refer to a structure owned by a single entity with two (2) or more Living Units under one roof.

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Section 20. "Neighborhood" shall mean and refer to those areas known as Lyric Woods, Baroque Square, Quaint Acres, Prelude Manor, Classical Knolls, Maple Ridge, and Juilliard Park, as defined in the Founding Documents.

Section 21. "Neighborhood Common Area" shall mean and refer to portions of the Common Area which are designated as Neighborhood Common Area in the Governing Documents and which are for the primary use and enjoyment of Members residing in such Neighborhood.

Section 22. "Notice" shall mean and refer to (1) written notice delivered personally or mailed to the last known address of the intended recipient or (2) the newsletter of the Corporation delivered personally or mailed to each Member.

Section 23. "Occupant" shall mean and refer to an occupant of a Living Unit who is the Owner, or contract purchaser, or a lessee or sublessee who holds a written lease having an initial term of at least twelve (12) months.

Section 24. "Owner" shall mean and refer to the record holder of the fee simple title to any Lot, whether one (1) or more persons or entities, including contract sellers; the term shall exclude those having such interest merely as security for the performance of an obligation.

Section 25. "Properties" shall mean and refer to all real property which becomes subject to the Declaration, together with such other real property as may from time to time be annexed thereto.

Section 26. "Quorum of Members" shall mean and refer to the representation by presence or proxy of Members who hold more than thirty-five (35%) of the outstanding votes of each voting class.

Section 27. "Quorum of Owners" shall mean and refer to the representation by presence or proxy of Members who hold at least seventy-five percent (75%) of the outstanding Class A votes and the representation by presence or proxy of the Class C Member, so long as it shall exist.

Section 28. "Registered Notice" shall mean and refer to any Notice which has been sent via first class U.S. Mail, Certified, Return Receipt Requested.

Section 29. "Single Family" shall mean and refer to a single housekeeping unit.

Section 30. "Substantially Complete" shall mean and refer to that condition that would be required for the issuance of a "USE AND OCCUPANCY PERMIT" by Montgomery County, Maryland.

Section 31. "Supplementary Declaration" shall mean and refer to any declaration of covenants, conditions, and restrictions recorded by the Developer, which extends the provisions of the Declaration to a Neighborhood or which contains such complementary provisions for such Neighborhood as are deemed appropriate by the Developer and as are therein required.

Section 32. "Zoning Ordinances" shall mean the provisions pertaining to the R-90 Cluster Zone, including moderately priced dwelling units, contained in the Montgomery County, Maryland Code, as amended from time to time and, as such, shall be applicable to the Properties.

Section 33. "Wards" shall refer to combined Neighborhoods which are represented by a Trustee.

ARTICLE IV - MEETING OF MEMBERS

Section 1. Annual Meetings. Regular annual meetings of the Members shall be held on a date set by the Board of Trustees, not more than fourteen (14) or less than ten (10) months from the last annual meeting, providing that there shall be an annual meeting in each calendar year.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the president or by the Board of Trustees, or upon written request of the Owners who hold at least one-tenth (1/10) of the outstanding Class A votes.

Section 3. Proxies. Each Member may vote in person or by proxy. All proxies shall be in writing and filed with the managing agent on behalf of the Secretary. Every proxy shall be revocable and shall automatically cease after one (1) year.

Section 4. Method of Voting. Elections or questions to be submitted to all or any part of the membership may be decided by ballot vote at a meeting or by mail or at polling places designated by the Board. The Board shall determine the method of voting by resolution and give notice thereof as provided herein.

Section 5. Quorum. Except as otherwise expressly provided in these Bylaws:

(a) at any meeting of the Members, the presence, in person or by proxy, of Members of any or all classes having at least five percent (5%) of the votes of all Members of the Corporation shall constitute a quorum for the conduct of business;

(b) if a vote of the Members is not taken at a meeting, but is taken by mail or at polling places, as provided above, the result of such vote shall be valid only if Members of any or all classes having at least five percent (5%) of the votes of all Members of the Corporation have voted.

ARTICLE V - NOTICE

Notice of each meeting of the Members shall be in writing and shall be given to the Members personally or by mail or given electronically to Members who have given prior written authorization for electronic notice in accordance with the Maryland Homeowners Association Act, not less than ten (10) days and not more than ninety (90) days before the date of the meeting.

Notice of each meeting of the Members shall specify the date, hour, and place of the meeting (including access instructions for any meeting held via electronic means, if applicable), and, in the case of a special meeting, also shall state the purpose of the special meeting.

Notice of each meeting of the Members also shall state that, if the number of Members present in person or by proxy at such meeting is insufficient to satisfy the quorum requirement for such meeting, an additional meeting may be called for the same purpose, under the procedure prescribed by the Maryland Homeowners Association Act, at which the Members present in person or by proxy shall be deemed to constitute a quorum.

Notice of any vote of the Members to be taken without a meeting by ballot poll shall be in writing, shall include a ballot, shall state the matter to be voted on, shall specify the deadline for submission of ballots, and shall be given to the Members personally or by mail or given electronically to Members who have given prior written authorization for electronic notice in

accordance with the Maryland Homeowners Association Act, not less than ten (10) days and not more than ninety (90) days before the deadline for submission of ballots.

ARTICLE VI - BOARD OF TRUSTEES

Section 1. Number. The affairs of the Corporation shall be managed by a Board of up to nine (9) Trustees (sometimes referred to as "Directors"). Trustees shall represent the community at large and the following wards:

Ward 1: Baroque Square, Maple Ridge, and Prelude Manor

Ward 2: Juilliard Park and Lyric Woods

Ward 3: Classical Knolls and Quaint Acres

Section 2. Elected Trustees. The term for Elected Trustees shall be two (2) years or until his or her successor shall be duly elected, unless the Trustee shall sooner resign, or shall be removed, or otherwise be disqualified to serve. Elected Trustees will consist of two (2) Trustees from each of the three (3) separate Wards; and three (3) Trustees "at-large." Election of Trustees may be held at the annual meeting or by mail or at polling places designated by the Board. The Board shall set the method of voting, the date of the election and the date when the newly elected Trustees will take their seats. Qualifications for Trustees include:

(a) Trustees must be Owners of Lots.

(b) There can be no more than one (1) Trustee from a single household at a time.

(c) Candidates for Trustee must be a Members in good standing, meaning: (i) that they must not be more than ninety (90) days in arrears in the payment of any assessment or other amount owed to the Corporation, and any delinquency for any period of time must not exceed \$300, and (ii) that they must not have been determined by the Board to be in violation of the Governing Documents, or the rules and regulations, including any architectural violations that have not been resolved within one hundred eighty (180) days after written notice of the violation has been sent to the Member.

(d) While serving on the Board, each Trustee must remain a Member in good standing. Any Trustee who is not in good standing will be given written notice of the action required to return to good standing and of the time period for taking such action. If the Trustee fails to take such action within the period of time specified in the notice, the Trustee will be deemed to have resigned from the Board.

Section 3. Method of Nomination. Candidates for election shall file an application for election to the Board of Trustees with the managing agent, on behalf of the Elections Committee, at least four (4) weeks before the scheduled date of the election. The managing agent, on behalf of the Elections Committee, shall provide all Members from each respective Ward with a proxy or ballot form containing the names of all candidates for Trustee from their respective Wards, plus the "at-large" candidates. Notwithstanding the foregoing procedures, Members may cast their votes for "write-in" candidates, in addition to, or instead of, the candidates listed on the proxy or ballot form. The proxy or ballot form shall provide for the option of "write-in" candidates for each position.

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Section 4. Method of Election. The Members may cast, in respect to the vacancy for their respective Ward, and for the "at-large" candidate(s), as many votes as they are entitled to exercise under the provisions of the Articles of Incorporation. Cumulative voting is not permitted. Those persons receiving the largest number of votes shall be elected to serve as Trustees.

Section 5. Resignation and Removal. The unexcused absence of an Elected Trustee from three (3) consecutive regular meetings of the Board shall be deemed a resignation. Any Elected Trustee may be removed from the Board, with or without cause, by a majority vote of the Members from the respective Ward from which such Trustee was elected, or by a majority vote of the Members of the Corporation for any "at-large" Trustee.

Section 6. Vacancies. In the event of the death, resignation, or removal of an Elected Trustee or other vacancy on the Board of Trustees, his or her successor shall be selected from the Ward from which such Trustee was elected, or from any Ward if an "at-large" Trustee, by the remaining Elected Trustees and shall serve for the unexpired term of the predecessor.

Section 7. Powers. The Board of Trustees shall have all powers for the conduct of the affairs of the Corporation which are enabled by law, the Declaration, and the Articles of Incorporation which are not specifically reserved to Members.

Section 8. Duties. Without limiting the generality of its powers, it shall be the duty of the Board to:

- (a) exercise its powers in accordance with the Governing Documents;
- (b) cause to be kept a complete record of all its corporate affairs, including the Book of Resolutions, make such records available for inspection by any Member, his or her agent, or Institutional Lender who has an interest in the Properties, and present an annual statement thereof to the First Mortgagees;
- (c) adopt and follow procedures for adoption and publication of Board resolutions to be included in the Book of Resolutions, including the provision for hearing and notice to Members for resolution on rules, the annual budget, and other matters affecting the rights of Members;
- (d) adopt and publish rules and regulations, including fees, if any, governing the use of the Lots and the Common Area and facilities and the personal conduct of the Members and their guests thereon, and include these in the Book of Resolutions;
- (e) establish architectural standards for the Properties in accordance with the procedures specified in the Book of Resolutions;
- (f) supervise all officers, agents, and employees of the Corporation and see that their duties are properly performed;
- (g) designate depositories for Corporation funds, designate those officers, agents, and/or employees who shall have authority to withdraw funds from such accounts on behalf of the Corporation, and cause such persons to be bonded, as it may deem appropriate;
- (h) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of the due date of the annual assessment or first installment thereof;
- (i) appoint the committees prescribed in Article VIII herein and such other committees the Board deems necessary or helpful; and

(j) exercise their powers and duties in good faith, with a view to the interests of the Corporation and to this end adopt appropriate guidelines for action on matters where a potential conflict of interest may exist.

Section 9. Compensation. Trustees shall serve as such with no financial compensation or salary from the Corporation; provided, however, Trustees shall be entitled to reimbursement for reasonable out-of-pocket expenses incurred by them on behalf of the Corporation.

ARTICLE VII – OFFICERS

Section 1. Enumeration of Officers. The officers of the Corporation shall be a president and a vice president, who shall at all times be Members of the Board of Trustees, a secretary, and a treasurer, and such other officers as the Board of Trustees 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 Trustees following the seating of the newly elected Trustees.

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

Section 4. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and, unless otherwise specified therein, the acceptance of such a resignation shall not be necessary to make it effective.

Section 5. 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 or she replaces.

Section 6. Multiple Offices. The offices of president and secretary may not be held by the same person.

Section 7. Duties. The duties of the officers are as follows:

(a) President. The president shall preside at all meetings of the Board of Trustees and of the Corporation (unless the Board designates another officer to preside at such meetings); see that orders and resolutions of the Board are carried out; sign all mortgages, leases, deeds, and other written instruments and cosign, along with the management agent, any promissory notes and contracts in excess of one thousand dollars (\$1,000.00) as the Board may approve from time to time.

(b) Vice President. The vice president shall act in the place and stead of the President in the event of his or her absence or inability or refusal to act and shall exercise and discharge such duties as may be required of him or her by the Board, including that of signing, or co-signing along with the management agent, written instruments that the President would sign if present.

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(c) Secretary. The Secretary shall cause the Minutes to be kept of all meetings and proceedings of the Board and of the Members; cause the Book of Resolutions to be maintained; cause the Corporation files and records to be kept; cause notice to be served to Members as required in the Governing Documents; cause a roster to be maintained of the names of all Members of the Corporation, together with their addresses, as registered by such Members; and perform such other duties as are required by the Board.

(d) Treasurer. The Treasurer shall be the liaison between the managing agent and the Board of Trustees in all financial matters of the Association and be the chief officer responsible for the annual preparation of the budget in coordination with the managing agent. In absence of the President and the Vice President, the Treasurer shall co-sign, along with the management agent, any promissory notes and contracts in excess of one thousand dollars (\$1,000.00).

ARTICLE VIII - COMMITTEES

Section 1. Elections Committee. The Board of Trustees shall appoint an Elections Committee no later than three (3) months prior to the date of the election. The Elections Committee shall consist of a chairman, who may not be a Trustee, and additional Members, none of whom shall be candidates for office. It shall be the duty of the Elections Committee coordinate with the managing agent to provide supervision of the nomination and election of Trustees in accordance with procedures adopted by the Board and placed in the Book of Resolutions. Qualifications for Elections Committee members includes:

(a) There can be no more than one (1) Elections Committee member from a single household at a time.

(b) Elections Committee members must be members in good standing, meaning: (i) that they must not be more than ninety (90) days in arrears in the payment of any assessment or other amount owed to the Corporation, and any delinquency for any period of time must not exceed \$300, and (ii) that they must not have been determined by the Board to be in violation of the Governing Documents or the rules and regulations, including any architectural violations that has not been resolved within one hundred eighty (180) days after written notice of the violation has been sent to the Member.

Section 2. Other Committees. The Board of Trustees may, from time to time, establish and appoint such other committees as it deems appropriate.

ARTICLE IX - ARCHITECTURAL REVIEW BOARD

Section 1. Composition. The Architectural Review Board shall be comprised of five (5) or more Members. Members shall serve staggered two- (2-) year terms, as determined by the Board of Trustees. No member of the Architectural Review Board may be a Trustee or from a Trustee's household.

Section 2. Method of Selection. The Board of Trustees shall appoint the members of the Architectural Review Board annually at the January Board of Trustees meeting.

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Section 3. Vacancies. Appointments to fill vacancies in unexpired terms shall be made in the same manner as the original appointment.

Section 4. Officers. At the first meeting of the Architectural Review Board following the appointment of Architectural Review Board Members by the Board of Trustees, the Architectural Review Board shall elect from among themselves a Chairman, a Vice Chairman, and a Secretary, who shall perform the usual duties of their respective offices.

Section 5. Duties. The Architectural Review Board shall regulate the external design, appearance, and location of the Properties and improvements thereon in such a manner so as to preserve and enhance values and to maintain a harmonious relationship among structures and the natural vegetation and topography. In furtherance thereof, the Architectural Review Board shall:

(a) Review and approve, modify, or disapprove, within sixty (60) days, all written applications of Owners and of the Corporation for improvements or additions (as described in Article VI of the Declaration) to Lots, Living Units, or Common Areas. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within sixty (60) days after said plans and specifications have been submitted to it, approval shall not be required, and this Article will be deemed to have been fully complied with.

(b) Periodically inspect the Properties for compliance with architectural standards and approved plans for alteration;

(c) Adopt architectural guidelines and programs subject to the confirmation of the Board of Trustees;

(d) Adopt procedures for the exercise of its duties and enter them in the Book of Resolutions; and

(e) Maintain complete and accurate records of all actions taken.

ARTICLE X - MEETINGS OF THE BOARD OF TRUSTEES, THE ARCHITECTURAL REVIEW BOARD, AND STANDING COMMITTEES

Section 1. Regular Meetings. Regular meetings of each board or committee shall be held without notice at such place and hour as may be fixed from time to time by resolution of such board or committee.

Section 2. Special Meetings. Special Meetings of any board or committee shall be held when called by the President of the Corporation, by its chairman, or by any two (2) Members of such board or committee, after not less than three (3) days' notice to each Member of such board or committee.

Section 3. Quorum. A majority of the Members of a board or committee shall constitute a quorum for the transaction of business, except in no event shall a quorum be less than three (3) Members. Except as otherwise provided in the Governing Documents, a majority of the votes cast at a meeting duly called and at which a quorum is present shall be sufficient to take or authorize action upon any matter which may properly come before such meeting.

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Section 4. Executive Sessions. All meetings of boards or committees shall be open to observers, except the President or chairman may call a board or committee into executive session in accordance with the Maryland Homeowners Association Act. Any action taken by a board or committee in executive session shall be recorded in the Minutes of such board or committee.

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

ARTICLE XI - INDEMNIFICATION

Each officer, Trustee, and Board member of the Corporation, in consideration of his or her services as such, shall be indemnified by the Corporation to the extent permitted by law against expenses and liabilities reasonably incurred by him or her in connection with the defense of any action, suit, or proceeding, civil or criminal, to which he or she may be a party by reason of his or her past or present role in the Corporation, except to the extent such liability, damage, or injury is covered by any type of insurance. The foregoing right of indemnification shall not be exclusive of any other rights to which the person may be entitled by law, or agreement, or vote of the Members, or otherwise.

ARTICLE XII - FISCAL YEAR

The end of the fiscal year of the Corporation shall be September 30.

ARTICLE XIII - AMENDMENT

Section 1. Method. These By-Laws may be amended:

(a) By a vote of at least two-thirds (2/3) of the Trustees of the Board of Trustees at any meeting duly called for that purpose, providing notice of the meeting and the proposed amendments have been given to the Members at least ten (10) days and no more than ninety (90) days prior to the meeting; or

(b) At a meeting of the Members, by at least two-thirds (2/3) vote of a Quorum of Members, providing the proposed amendments have been submitted to the Board of Trustees in writing at least ten (10) days and no more than ninety (90) days prior to such meeting. Any proposed amendments shall be included in the notice of such meeting.

ARTICLE XIV - ENFORCEMENT

Section 1. Enforcement. The Corporation (through the Board of Trustees), or any Owner, or any mortgagee of any Lot shall have the right to enforce, by any proceeding at law, in equity,

or in any administrative proceeding, all restrictions, conditions, covenants, reservations, easements, liens, charges, or other obligations or terms now or hereafter imposed by the provisions of the Governing Documents. Failure by the Corporation or by any Owner or by any mortgagee of any Lot to enforce any covenant or restriction of the Governing Documents shall in no event be deemed a waiver of the right to do so thereafter. There shall be and there is hereby created and declared to be a conclusive presumption that any violation or breach or attempted violation or breach of the Governing Documents cannot be adequately remedied by action at law or exclusively by recovery of damages. The prevailing party in an action to enforce the provisions of the Governing Documents shall be entitled to recover the costs incurred in such action, including legal fees, from the unsuccessful party. Such right to recover costs and attorneys' fees shall include any appellate proceedings.

Section 2. Fines and Entering Lots to Cure or Abate Violations; Notice and Hearing. In addition to the means for enforcement provided elsewhere in the Founding Documents, the Corporation shall have the right to levy reasonable fines against an Owner or his or her guests, relatives, lessees, or invitees, in the manner set forth herein, and such reasonable fines shall be collectible in the same manner as any other assessment such that the Corporation shall have a lien against the Lot of such Owner as provided in the Governing Documents (unless otherwise provided by law) and such reasonable fine(s) shall also become the binding personal obligation of such Owner.

(a) The Board of Trustees shall have the right to establish policy relating to the enforcement of their Governing Documents, Rules and Regulations, and Policies, including the authority to impose reasonable fines and the authority to enter lots to cure or abate violations.

(b) A reasonable fine pursuant to this Section or policy established pursuant to this section, or any costs incurred by the Association in abating or curing a violation of the Governing Documents or Association Rules and Regulations and Policies, shall be charged to the Owner of the Lot which the violator occupied or was visiting at the time of the violation, whether or not the violator is an Owner of that Lot, and shall be collectible in the same manner as any other non-assessment charge. Nothing herein shall be construed to interfere with any right that an Owner may have to obtain from a violator occupying or visiting his or her Lot payment of the amount of any fine(s) or other costs charged to that Owner.

(c) Nothing herein shall be construed as a prohibition of or limitation on the right of the Corporation to pursue any other means of enforcement of the provisions of the Governing Documents or Association Rules and Regulations and Policies, including, but not limited to, legal action for damages or injunctive relief.

Section 3. Late Charges. In the event the total amount of any assessment (Annual, Special, or Neighborhood Assessments), or any installment thereof, is not received by the Corporation within fifteen (15) days after the Due Date, a Late Fee of fifteen dollars (\$15.00) or one-tenth of the total amount of any delinquent assessment or installment, whichever is greater, shall automatically be added to the amount due and shall be a personal obligation of the Lot Owner until all sums due and owing shall have been paid in full. As provided in the Maryland Homeowners Association Act, a Late Fee may not be imposed more than once for the same delinquent payment.

ARTICLE XV – PARKING

Section 1. Parking. The Board of Trustees is authorized to control the use of the Common Area, including, without limitation, the parking of vehicles on the Common Area. No Owner or Occupant of any Lot or Living Unit shall be entitled to an assigned or reserved parking space unless the prior written approval of the Board of Trustees and not less than two-thirds (2/3) of the Owners of the Lots and Living Units around an identifiable parking court has been obtained. The Board of Trustees may deny the approval of any request for a reserved or assigned parking space on the Common Area for any reason, subject to the requirements of applicable law, or may revoke any reserved or assigned parking space privilege for any reason, also subject to applicable law, such as handicapped parking requirements. The Board of Trustees may adopt supplemental rules and regulations regarding parking from time to time not in conflict with the provisions of the Founding Documents. The provisions of this Section shall be in addition to, and not in lieu of, any other provisions of the Founding Documents regarding parking.

Dumont Oaks Community Association

c/o The Management Group Associates, Inc.
20440 Century Boulevard, Suite 100
Germantown, Maryland 20874
Phone (301) 948-6666 | Email: jwatson@tmgainc.com

2025/2026 Approved Operating Budget
2025 Election and Call for Candidates
2025 Annual Meeting/Board Meeting Schedule
Montgomery County, MD CCOC Mission Statement

July 28, 2025

Dear Dumont Oaks Homeowner:

2025/2026 Approved Operating Budget

On behalf of the Board of Trustees of Dumont Oaks Community Association, we are writing to inform you that the **final 2025/2026 operating budget** was officially approved during the July 22, 2025, Board of Trustees meeting. Assessments are due on the first day of every month. Please note, late fees will be applied to homeowner accounts if the monthly assessment is not paid in full by the 15th of each month.

Consistent with past years, the Board of Trustees is offering a 4% discount for those homeowners who would like to pay the annual assessment in full. If you choose to pay your annual assessment and receive the discount, your payment should be mailed to: **Dumont Oaks Community Association, c/o The Management Group Associates, P.O. Box 105007, Atlanta, GA 30348-5007**, and must be received no later than October 15, 2025. The check should be made payable to Dumont Oaks Community Association. Include on the check your homeowner association account number and your home address.

The **monthly assessments** for the upcoming fiscal year, effective **October 1, 2025, through September 30, 2026**, are as follows:

	<u>Monthly Assessment</u>	<u>Period</u>	<u>Total Payment</u>	<u>Discount</u>
Single Family Homes Assessment:	\$36.83 X	12 months =	\$441.96	\$424.28
Duplexes on Semi-Circle Assessment:	\$61.12 X	12 months =	\$733.44	\$704.10
Townhome Assessment:	\$84.67 X	12 months =	\$1,016.04	\$975.40
Preclude Manor Assessment:	\$99.06 X	12 months =	\$1,188.72	\$1,141.17

"Single Family Homes" includes the following Neighborhoods: Quaint Acres Estates and the single-family homes and duplexes on the public County roads in Classical Knolls.

"Duplex Homes on Semi-Circle" includes the duplexes on the private semi-circle road in Classical Knolls.

"Townhome" includes the following Neighborhoods: Maple Ridge, Baroque Square, Juilliard Park, and Lyric Woods.

Assessment Payment Options

You can anticipate receiving your 2025/2026 assessment coupon booklet sometime before September 30, 2025. If you do not receive your assessment coupon booklet by this date, then please email the TMGA Accounting

Department at AR1@tmgainc.com. Those who are enrolled with the Direct Debit program will not receive the 2025/2026 assessment coupon booklet.

If you will be mailing your monthly assessment payments, please do not mail your assessment payment to the TMGA office. The monthly assessment payment should be mailed to the mailing address that is included in the assessment coupon booklet (the P.O. Box in Atlanta, GA).

If you prefer to pay your assessment electronically, you have several options, including payment through direct debit, e-check, or credit card. Enclosed is the assessment payment instructions and payment options flyer. To learn more about each of these payment options, visit the owner portal by logging on to <https://portal.tmgainc.com>.

Please note that if you pay your assessment via e-check or recurring payment through your online banking account, then you will need to **manually update the assessment amount** and verify the payment will be received by the 15th of the month to avoid late fees. If you are already enrolled in the Direct Debit program with TMGA, then you do not need to fill out another form. TMGA will automatically debit the correct assessment amount from your bank account.

IMPORTANT: TMGA does not accept cash payments in the TMGA office.

Election of Board of Trustee Members and Call for Candidates

The election for the Board of Trustee members will be held via a mail-in vote on November 4, 2025. Each elected candidate will take office on January 20, 2026. This year, the election of Board of Trustee members will not take place at the Annual Meeting.

There are five Board seats up for election, as follows:

- Ward 1 (Baroque Square, Maple Ridge, and Prelude Manor) – 1 seat for a two-year term.
- Ward 2 (Juilliard Park and Lyric Woods) – 1 seat for a two-year term.
- Ward 3 (Classical Knolls and Quaint Acres) – 1 seat for a two-year term.
- At Large (open to candidates from anywhere in the community) – 2 seats for a two-year period.

Call for Candidates: If you are interested in becoming a candidate for the Board of Trustees, please complete the enclosed Application for Board of Trustees form and return to the TMGA office by **close of business on September 16, 2025**. Applications may be submitted via email to jwatson@tmgainc.com or delivered to the TMGA office. The amended Bylaws dated April 16, 2024, include the qualifications, and the powers and duties of the Board of Trustees. The Bylaws can be viewed on the Association's website, <https://tmgainc.com/41451>, and clicking on the Documents menu tab.

Board Member Expectations

The Trustee role is an important and valued service to your community. Please know that a Trustee is expected to fully participate by 1) attending the Board meetings; 2) preparing for the meetings in advance by reading relevant materials; 3) responding promptly to emails and phone calls regarding Dumont Oaks; 4) working respectfully and collegially with fellow Board members for the good of the community; and 5) completion of the required Commission on Common Ownership Communities (CCOC) Board Member course, either 2-3 hours on-line or in a County scheduled class. Board participation in doing the above may require 10 – 15 hours per month, but except for the Board meeting itself, you have the flexibility to schedule when you will prepare, read, and respond according to your personal commitments within a reasonable time. Of course, unexpected work and family issues occasionally arise, and fellow Board members can compassionately and sympathetically understand.

YOUR VOTE COUNTS: You will receive the election ballot by mail in early October. Please note that each household is entitled to cast one ballot. Be sure to mail your ballot to the TMGA office in advance so that it arrives in time before the November 4th deadline.

2025 Annual Meeting

The 2025 Annual Meeting will take place via ZOOM on **October 28, 2025, at 7:15 p.m.** (<https://zoom.us>)

MEETING ID: 891 7809 9473

PASSWORD: 774929

PHONE: 301-715-8592

Please note, this year the election of the Board of Trustee members is separate from the Annual Meeting. The agenda for the Annual Meeting will include approving the meeting minutes from last year's Annual Meeting, a Homeowner's Forum, and the presentation of the Board President and Board Treasurer reports. The regular monthly HOA Board meeting will immediately follow the Annual Meeting.

A quorum of 5% of the homeowners (29 homes) is required to achieve member quorum to proceed with the 2025 Annual Meeting. Therefore, your presence at the meeting is essential. In accordance with Section 11B-111(6) of the Maryland Homeowners Association Act, if a quorum is not established, then an additional meeting of the Association may be called for the same purpose by a majority vote of the members present in person or proxy. In such event, the additional meeting will take place on

Tuesday, November 25, 2025 at 7:15 p.m. via Zoom meeting (same Zoom meeting access information as above), and the members present in person or by proxy at this additional meeting will constitute a quorum.

Board Meeting Notice

The Association's Board of Trustees will continue to hold their monthly Board meetings on the fourth Tuesday of every month at 7:15 p.m. via Zoom videoconference (same zoom meeting access information as above), unless otherwise notified. The Board of Directors will not be holding a Board meeting during the month of December.

ARB Meeting Notice

The Architectural Review Board holds their meetings via Zoom videoconference (<https://zoom.us>) on the third Monday of every month at 7:30 p.m.

MEETING ID: 999 4249 4862

PASSWORD: 922084

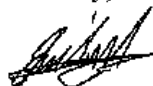
PHONE: 301-715-8592

Montgomery County, MD CCOC

Enclosed is the mission statement for the Montgomery County, MD Commission on Common Ownership Communities that the Association is required to provide to all homeowners each year.

Thank you for your immediate attention to the above matters. I look forward to seeing you at the upcoming meetings. Should you have any questions regarding any of the matters included in this mailing, then please contact the TMGA office at 301-948-6666.

Sincerely,



Julian Watson, Agent for
Dumont Oaks Community Association

JW/jl
DL6/LL.o
Enclosures

- 1) 2025/2026 Approved Budget
- 2) Assessment Payment Instructions & Payment Options Flyer
- 3) Board Candidate Application
- 4) Montgomery County, MD CCOC Mission Statement

G:\DO\H.o. Budget\2025-2026\Proposed Budget Mailing\2025-2026 Proposed Budget Cover Letter

Dumont Oaks Community Association 2025/2026 Budget (Oct-Sept)

7/22/2025

2024/2025
Final Approved
vs 2025/2026
Final Approved
delta

	2024/2025 Final Approved	2025/2026 Final Approved	
Single Family Homes Assessment :	\$33.95	\$36.83	\$2.88
Duplexes on Semi-Circle Assessment:	\$57.46	\$61.12	\$3.66
Townhomes Assessment:	\$80.17	\$84.67	\$4.50
Prelude Manor Assessment:	\$94.38	\$99.06	\$4.68

INCOME

Note: Income items labeled "accrued" means the amount during the year is recorded on the HO account and is due to the association, but association may not have received the funds yet if HO account is delinquent.

6310	Assessment Income -accrued	476,028.00	504,110.00	28,082.00
6330	Assessment Discounts- actual	(3,900.00)	(3,900.00)	0.00
6340	Late Fee Income (part 7880)- accrued	6,000.00	6,000.00	0.00
6350	Legal Fees Reimbursement (7165) -accrued	6,000.00	6,000.00	0.00
6360	Certified/Lien/NSF Income (7880) -accrued	6,700.00	6,700.00	0.00
6380	Misc. Homeowner Income -accrued	10,500.00	10,550.00	50.00
6390	Owner Interest Income -accrued	50.00	0.00	(50.00)
6910	Interest Income-operating -actual	10,000.00	8,400.00	(1,600.00)
6320	Prior Year Excess Funds	25,000.00	25,000.00	0.00
Total Income		536,378.00	562,860.00	26,482.00

EXPENSES

GENERAL & ADMINISTRATIVE

7100	Management Fees	86,326.00	88,916.00	2,590.00
7110	Recording Secretary	2,750.00	2,475.00	(275.00)
7140	Audit Fees	2,950.00	3,350.00	400.00
7160	Legal Advice and Representation	6,400.00	7,500.00	1,100.00
7165	Legal Delinquency Collection Fees (6350)	9,000.00	9,000.00	0.00
7250	Bank Charges	50.00	20.00	(30.00)
7260	Postage	5,200.00	7,500.00	2,300.00
7265	Mail Handling Fees	5,900.00	8,000.00	2,100.00
7280	Insurance	7,395.00	7,560.00	165.00
7300	Dues & Subscriptions	305.00	305.00	0.00
7400	Printing & Reproduction	10,600.00	10,600.00	0.00
7410	Newsletter/ web site	1,800.00	1,800.00	0.00
7440	Taxes	8,350.00	14,000.00	5,650.00
7445	Stormwater Tax	16,262.00	17,075.00	813.00
7540	Water & Sewer	500.00	400.00	(100.00)
7500	Community Events	1,500.00	1,500.00	0.00
7550	Street Light Electricity	4,200.00	4,400.00	200.00
7880	Misc. Homeowner Admin. Fees (6360 & part 6340)	9,000.00	9,000.00	0.00
7890	Misc. General & Administrative	2,500.00	2,000.00	(500.00)
7895	Architectural Inspection	10,368.00	10,368.00	0.00
9191	Reserve Study	0.00	0.00	0.00
7910	Commission on Common Ownership	3,744.00	3,744.00	0.00
7290	Bad Debt	5,000.00	5,000.00	0.00
Total General & Admin.		200,100.00	214,513.00	14,413.00

2024/2025
Final Approved
vs 2025/2026
Final Approved
delta

	2024/2025 Final Approved	2025/2026 Final Approved	
SITE MAINTENANCE & REPAIRS			
9010 Tree Maintenance	24,000.00	24,000.00	0.00
9090 Street Light Repair	3,000.00	3,000.00	0.00
9110 General Maintenance & Repair	11,000.00	11,000.00	0.00
9111 Playground surface renovation		9,000.00	9,000.00
9200 TH Parking Lot Maintenance	4,500.00	4,500.00	0.00
9112 Encore Temp Speed Bumps Maint & Storage		750.00	750.00
9115 Improvements - Landscaping	11,500.00	11,500.00	0.00
Total Maintenance	54,000.00	63,750.00	9,750.00
CONTRACT SERVICES			
9610 Lawn Maintenance & Landscaping Comprehensive Contract	127,197.00	129,216.00	2,019.00
9700 Trash Removal	47,700.00	48,000.00	300.00
9701 Removal of Illegally Dumped Trash -Prelude Manor	2,400.00	2,400.00	0.00
9800 Snow Removal-Streets	22,530.00	22,530.00	0.00
9805 Snow Removal -Common Area Sidewalk	11,100.00	11,100.00	0.00
Total Services	210,927.00	213,246.00	2,319.00
RESERVES			
6999 Reserve Contribution	71,351.00	71,351.00	0.00
Total Reserve Contribution	71,351.00	71,351.00	0.00
TOTAL EXPENSES:	536,378.00	562,860.00	26,482.00
NET INCOME/(LOSS)	0.00	0.00	0.00

7/22/2025

Dumont Oaks Community Association 2025/2026

Budget (Oct-Sept)

Explanation of Budget Line Items

2025/2026

Final Approved

INCOME

Note: Income items labeled "accrued" means the amount during the year is recorded on the HO account and is due to the association, but association may not have received the funds yet if HO account is delinquent.
Code: 6310 Assessment Income -accrued 504,110.00

The assessments are set at an amount to cover all expenses less amounts from other income categories.

6330 Assessment Discounts- actual (3,900.00)
Allowance for 4% discount to assessments paid for the full year during first month. Assumes about 100 homeowners will pay in advance.

6340 Late Fee Income (part 7880)- accrued 6,000.00
Late fee charged to homeowner when monthly assessment is more than 15 days overdue.

6350 Legal Fees Reimbursement (7165) -accrued 6,000.00
Money collected from delinquent owners who pay fees charged by the Association's collection attorney and Court Costs--reimburses the fees charged by atty in 7165 category below.

6360 Certified/Lien/NSF Income (7880) -accrued 6,700.00
Fees charged to homeowners to mail certified letter, posting notice of intent to file lien, file liens and fees for "bounced" checks, etc. Reimburses fees charged by management company or attorney in category 7880

6380 Misc. Homeowner Income -accrued 10,550.00
Violation Fees, Parking Revocation Fees, ARB Application late fees, etc

6390 Owner Interest Income -accrued 0.00
Interest on HO account for delinquent payments

6910 Interest Income-operating -actual 8,400.00
interest on operating bank account

6320 Prior Year Excess Funds 25,000.00
Use carryover funds to offset the increase in the Assessments.

EXPENSES

GENERAL & ADMINISTRATIVE

7100 Management Fees 88,916.00
Based on current contract. Does not include expenses specified in contract which are billed separately.

7110 Recording Secretary 2,475.00
Takes minutes at meetings.. Assumes 11 meetings.

7140 Audit Fees 3,350.00
Annual financial audit and tax returns preparation by Strauss.

7160 Legal Advice and Representation Whiteford, Taylor and Preston retainer and fees for legal advice/reviews. Revisions to governing documents.	7,500.00
7165 Legal Delinquency Collection Fees (6350) Community Association Legal Services delinquency collection fees.--These are reimbursed to DOCA if recovered from homeowner.	9,000.00
7250 Bank Charges Bank account fees.	20.00
7260 Postage Postage and mailing--varies by type of mailing. Assumes 1 newsletter and 6-8 community mass mailings plus postage for individual letters, violation	7,500.00
7265 Mail Handling Fees TMGA fees for handling mailings.	8,000.00
7280 Insurance Dumont Oaks Liability insurance and D&O, Fidelity Bond and TMGA's E&O insurance.	7,560.00
7300 Dues & Subscriptions CAI membership dues	305.00
7400 Printing & Reproduction TMGA fees for copying/printing of mailings, newsletter, letters to homeowners; Also includes TMGA fees for scanning.	10,600.00
7410 Newsletter/ web site TMGA Web Site charge; Assumes newsletters will be prepared at no charge by volunteers and not by TMGA for a fee.	1,800.00
7440 Taxes MD and Federal Income Tax on interest earned and other non-membership income.	14,000.00
7445 Stormwater Tax County tax for Stormwater fees (WQPC) in TH and Oak Leaf semi-circle areas.	17,075.00
7540 Water & Sewer WSSC Water charges for irrigation system at two entrance features.	400.00
7500 Community Events Community events, such as volunteer recognition	1,500.00
7550 Street Light Electricity Electricity for TH and Oakleaf semi-circle street lights.	4,400.00
7880 Misc. Homeowner Admin. Fees (6360 & part 6340) Certified letter, NSF, and Lien related fees, late fees, etc. Paid to TMGA or attorney,	9,000.00

7890 Misc. General & Administrative	2,000.00
For meeting room reservations, TMGA file storage fees, and misc general and administrative items.	
7895 Architectural Inspection	10,368.00
Annual exterior inspection of all properties for violations. Preparing letters to homeowner, following up to verify when violation is corrected. Maintain database of violations and homeowner corrections. Optional service which can be purchased from TMGA.	
9191 Reserve Study	0.00
Financial and engineering study of replacement costs for community assets to ensure there are enough funds in the reserve account to cover the costs. Study is generally conducted every 3-5 years. Community assets include TH/DU asphalt streets and parking lots, TH/DU concrete sidewalks and curbs, TH/DU streetlights, TH/DU stormwater management, retaining walls, fences, entrance monuments and playground equipment. Oak Leaf semi-circle and street light also	
7910 Commission on Common Ownership	3,744.00
Mandatory County membership dues @\$6.50 per home x 576 homes	
7290 Bad Debt	5,000.00
Monies due the association, which are assumed uncollectable, such as bankruptcies. (written off)	
SITE MAINTENANCE & REPAIRS	
9010 Tree Maintenance	24,000.00
Removal of hazardous/fallen trees in non-landscaped areas.	
9090 Street Light Repair	3,000.00
Repair street lights in TH and on Oakleaf semi-circle.	
9110 General Maintenance & Repair	11,000.00
Periodic (8 months) general trash cleanups in TH neighborhoods, cleanups of trash/litter or items dumped in community, bulk trash disposal not attributed to a specific house, graffiti, irrigation system, repairs to benches, bulletin boards, signs, trash cans, etc.	
9111 Playground surface renovation	9,000.00
Digout and replace the engineered wood fibers at the Sonata tot lot, and pull up and reset the border edging at the Crescendo tot lot.	
9200 TH Parking Lot Maintenance	4,500.00
Repairs to TH parking lots, asphalt crack filling, striping, curb painting, reserve space numbering, signage, bollards.	
9112 Encore Temp Speed Bumps Maint & Storage	750.00
Remove in the fall, storage over winter and restall in the spring, the temporary speed bumps on Encore Drive.	

9115	Improvements - Landscaping Restoration of deteriorated existing landscaping; this includes repair of ground erosion and removal of hazardous/fallen trees in landscaped areas. Does not include the routine maintenance of existing landscaping, which is in #9610.	11,500.00
CONTRACT SERVICES		
9610	Lawn Maintenance & Landscaping Comprehensive Contract Includes the complete landscaping services, including: Lawn mowing and edging in common areas and the private lots of Prelude Manor; Tree mulching in common areas; Fertilizer in common areas; Tree trimming; Routine landscaping; Wood chips for paths and tot lots; Annual spring and fall flower rotations at entrances, Mowing and clearing vegetation on Stormwater pond hills. Starting in 2021, street cleaning, weed control are	129,216.00
9700	Trash Removal Trash removal - two days per week, plus two free bulk pickups per household	48,000.00
9701	Removal of Illegally Dumped Trash -Prelude Manor Removal of illegally dumped materials on Legato Terrace and Legato Way	2,400.00
9800	Snow Removal-Streets Snow removal and treatment in TH and Oak Leaf semi-circle streets and parking lots. Starting in 2023/24 budget, no longer plowing SF county streets.	22,530.00
9805	Snow Removal -Common Area Sidewalk Snow removal and treatment of sidewalks that are not in front of homes in TH sections, Oakleaf, Prelude, and Rt 29. Snow removal in Prelude Manor of common sidewalks that are in front of homes. Starting in 2021/22 budget, no longer shoveling the private walkways on Legato.	11,100.00
RESERVES		
6999	Reserve Contribution Contribution amount recommended by 2023 Miller Dodson Reserve Analysis Study.	71,351.00

You can choose to pay once or set up a recurring payment using the options listed below. Visit your community portal, <https://portal.tmgainc.com> and use the Log in box to sign in. You can sign up for direct debit, make e-check payments, or get more information. For help logging in to the portal, review the Login FAQ's on the Home Page.

Payment Method	Service Charge	Is Annual Renewal Required?	If Assessment Changes, Do I Need to Change My Payment Amount?	Other Things to Keep in Mind
Direct Debit (Auto Draft)	None	No	No	If you are already signed up for Direct Debit (Auto Draft), you don't need to submit a form. A new form is needed only if you are changing your bank account. To sign up for Direct Debit, go to https://portal.tmgainc.com. Click on Make a Payment and select Auto Draft. If you do not set up a Direct Debit payment via the TMGA web portal, then you will receive a coupon booklet.
E-check (One time or Recurring) through your association's homeowner portal, via https://portal.tmgainc.com	\$3.10	No	Yes	To sign up for e-check, go to https://portal.tmgainc.com, click on Make a Payment. Choose Payment Type and Payment Method. Vantaca Pay support helps with technical issues & how to make a payment. You can submit a request to payment-support@Vantaca.com or call 1-855-266-1655.
Check	None	No	Yes	To avoid mail and processing delays, include the payment coupon. Checks should be mailed to: Dumont Oaks Community Association c/o The Management Group Associates P.O. Box 105007 Atlanta, GA 30348-5007
Third Party Providers (i.e. through your bank)	None	No	Yes	Your account number or properly address should be on your check. Make sure that your bank mails the check early enough to be received before the due date to avoid a late fee.
Credit or Debit Card (including Apple Pay & Google Pay)	3.60%	No	Yes	To sign up for credit & debit cards payment, go to https://portal.tmgainc.com, click on Make a Payment. Choose Payment Type and Payment Method. Vantaca Pay support helps with technical issues & how to make a payment. You can submit a request to payment-support@Vantaca.com or call 1-855-266-1655.

Payment Options

The community offers several options for paying your assessments, including the following:

- **Pay by Check:** Please mail your check to the lockbox address listed below. Also, make sure you include your account number or address on the check to ensure that it is posted correctly.

Dumont Oaks Community Association
c/o The Management Group Associates, Inc.
PO Box 105007
Atlanta, GA 30348-5007

- **Pay by Direct Debit:** Direct debit (Auto-Draft) is a free service by which your assessment will be debited automatically from your bank account on the 10th day of each month.

To pay by direct debit, log in to owner portal, <https://www.portal.tmgainc.com> and click on make a payment. Where it says Auto Draft: Enroll, click on the blue text. To opt in, click the box next to the account and hit enroll button to fill out the enrollment form.

- **Pay by E-Check:** Payment by E-check is subject to a service fee of \$3.10. To set up e-check payments, go to the portal, <https://www.portal.tmgainc.com>, you can make a one-time payment or set up recurring payment. If you have multiple properties, you need to select an account in the dropdown menu to choose the account you want to pay. Then click "+ add an account" to connect a bank account either by entering your bank account information manually or do the bank account search using your email, full name & the bank to look up your account. Vantaca LLC uses Stripe to securely connect your online banking. Choose your pay date & click continue. To set up recurring payment, click the payment frequency dropdown menu to choose monthly, quarterly, or yearly option.
- **Pay by Credit/Debit Card:** Payment by credit or debit card is subject to a service fee of 3.60%, the payment amount at the top includes the processing fee.

To pay by credit or debit card, log in to the owner portal, <https://www.portal.tmgainc.com>, click on make a payment, and follow the prompts to pay by credit card. You can make a one-time payment by Debit/Credit Card by using a saved payment method or add a new one to enter debit/credit card information.

To set up recurring payment, click the payment frequency dropdown menu to choose monthly, quarterly, or yearly option.

Vantaca Pay support helps with technical issues & how to make a payment. You can submit a request to payment-support@Vantaca.com or call 1-855-266-1655, Monday – Friday 8 a.m. – 5 p.m. ET.

You can download a statement of your account via the owner portal. If you have any questions about your assessment account, please contact your Account Representative via the owner portal at <https://portal.tmgainc.com>.

We Want You to Know About
The MONTGOMERY COUNTY COMMISSION ON COMMON
OWNERSHIP COMMUNITIES

Montgomery County recognizes that a substantial proportion of all its citizens now live in condominium and homeowner associations, and in housing cooperatives, generally called "common ownership communities." In order to serve better the special needs of these communities, and to act as their advocate, the County created the Commission on Common Ownership Communities. The Commission operates under the authority of Chapter 10B of the County Code.

The Commission has 3 basic duties:

Education: the Commission provides free information to both members and to governing bodies about their rights and duties under Maryland law, as well as advice on how to properly operate the association. Among other tools, it offers a "Manual and Resource Guide" for boards of directors.

Legislation: the Commission advocates for common ownership communities concerning proposed laws and regulations at the local and State level.

Dispute resolution: the Commission can hear and resolve certain disputes between members of the communities and their governing bodies, and its decisions are legally binding on the parties.

For more information on the Commission and the services it offers, visit its website at <https://montgomerycountymd.gov/DHCA/housing/commonownership>. If you have questions, the CCOC prefers you contact it by telephone at (240) 777-3691.

Dumont Oaks Community Association
APPLICATION FOR BOARD OF TRUSTEES

Name: _____

Address: _____

Telephone: _____

Email: _____

Board Position: Ward 1: _____ Ward 2: _____ Ward 3: _____ At-Large: _____

I wish to submit my application to serve as a member of the Board of Trustees for the position indicated above. I have reviewed the qualifications for a trustee's position as set out in the governing Documents. I am qualified and willing to serve as a member of the Board.

I have also reviewed the responsibilities of the Board of Trustees. I wish to share with the members the reasons that I am qualified to serve and my goals for this community (e.g., experience, skills, recommendations to improve our community and encourage resident's involvement):

You may answer on a separate page, limiting your total response to no more than two pages (this page plus one additional). Your statement will be mailed to community members to read prior to voting in the Board of Trustees election.

Signed

Please submit this application to The Management Group Associates, 20440 Century Blvd., Suite 100, Germantown, MD 20874. You may also submit the form by email to jwatson@tmgainc.com.

DUMONT OAKS COMMUNITY ASSOCIATION, INC.

ADMINISTRATIVE RESOLUTION FOR COLLECTION OF
DELINQUENT ASSESSMENTS, FINES AND OTHER CHARGES

Recitals

- A. Article V, Section 1 of the Dumont Oaks Declaration of Covenants and Restrictions ("Declaration") provides that all Lot Owners are obligated to pay assessments to Dumont Oaks Community Association, Inc. ("Corporation").
- B. Article V, Section 6 of the Declaration establishes the Corporation's remedies for nonpayment of assessments.
- C. Article III, Section 3(c)(3) of the Declaration provides that the Board of Trustees shall have the power and obligation to fix, levy and collect assessments.
- D. Article VI, Section 7 of the Amended and Restated Bylaws of Dumont Oaks Community Association, Inc. ("Bylaws") grants the Board of Trustees all powers for the conduct of the affairs of the Corporation.
- E. Article VI, Section 8 of the Bylaws authorizes the Board of Trustees to adopt and publish rules and regulations.
- F. There is a need to establish an orderly procedure for the billing and collection of assessments and for the collection of assessments which remain unpaid past their due dates.

NOW, THEREFORE, the Board of Trustees hereby repeals any and all previously-adopted assessment collection procedures and adopts the following assessment collection procedure effective as of October 1, 2021:

I. ROUTINE COLLECTIONS

- A. The Corporation's fiscal year runs from October 1st to September 30th of each year. Each fiscal year's Annual General Assessment and Neighborhood Assessment shall be due and payable in equal monthly installments, on or before the first (1st) day of every month ("Due Date"). Unless otherwise determined by the Board of Trustees, any special or additional assessment, shall, unless otherwise specified in the notice of such assessment, be payable in full on the Due Date of the next monthly installment of the Annual General Assessment and Neighborhood Assessment which is due more than ten (10) days after the date of such notice.
- B. All documents, correspondence, and notices relating to assessments or Charges, as defined herein, shall be mailed or delivered to the address which appears on the books of the Corporation, and it is the responsibility of non-resident Lot Owners to provide current mailing addresses to the Corporation's managing agent in writing.
- C. Non-receipt (or late receipt) of an assessment invoice, coupon booklet, notice or other form of reminder shall in no way relieve a Lot Owner from the obligation to pay the amount due by the Due Date.

D. Except for delinquent accounts that have been referred to counsel for collection, Lot Owners must make their assessment payments to the Corporation's designated management agent, at the address and in the manner specified from time to time by the management agent.

E. The term "Charges" shall include, without limitation, interest, returned check fees, administrative costs associated with mailing and serving notices, legal turnover fees, and all costs of collection and court-awarded attorney's fees relating to collection efforts. Unpaid Charges shall be collected in the same manner as delinquent assessments, or in such manner as shall be determined from time to time by the Board of Trustees.

II. REMEDIES FOR NONPAYMENT OF ASSESSMENTS, FINES AND OTHER CHARGES

A. **Late Fees.** If payment of the total amount of any assessment installment is not received by the Corporation within fifteen (15) days after the Due Date, a late fee of fifteen dollars (\$15.00) or one-tenth of the total amount of any delinquent assessment or installment, whichever is greater, shall automatically be added to the amount due and shall be a personal obligation of the Lot Owner, as provided in the Bylaws, until all sums due and owing shall have been paid in full. As provided in the Maryland Homeowners Association act, a Late Fee may not be imposed more than once for the same delinquent payment.

B. **Interest.** Additionally, any unpaid balance of a Lot Owner's assessment account that is more than thirty (30) days delinquent, may be subject to interest at the rate of six percent (6%) per annum, or the maximum rate permitted under Maryland law, until the full amount owed is paid, and such interest shall be part of the continuing lien and personal obligation for assessments.

C. **Acceleration of Assessments.** If payment in full of all amounts due is not received within thirty (30) days after the Due Date, the entire balance of the unpaid Annual General Assessment and Neighborhood Assessment for the remainder of the fiscal year shall automatically be accelerated and be declared due and payable in full. If an Owner's delinquency remains unpaid thirty (30) days into the following fiscal year, the Association shall have authority to accelerate the following fiscal year's Annual General Assessment and Neighborhood Assessment and take action to collect all amounts owed, in accordance with these procedures. The Board of Trustees may direct the management agent and/or legal counsel for the Corporation to undo acceleration of assessments for Lot Owners willing to bring their accounts current through that month if they remit payment in full.

D. **Legal Referral, Notice of Intent to Record a Statement of Lien.** If payment of the total amount of any assessment payment, Charge and/or late fee, is not received by the Corporation within thirty (30) days after the Due Date, the account, including all accelerated amounts, may be forwarded to the Corporation's legal counsel for collection action. The Board of Trustees may direct the Corporation's legal counsel or management agent to send a Notice of Intent to Record a Statement of Lien to the delinquent Lot Owner, in accordance with the Maryland Contract Lien Act, and legal counsel subsequently may be directed to record in the land records a Statement of Lien against the delinquent Lot Owner's Lot, if permitted by the Maryland Contract Lien Act. Nothing herein shall prevent the management agent or the Board of Trustees from referring a delinquent account to legal counsel at any time deemed appropriate.

D. Returned Checks. If a check is returned for insufficient funds, a thirty dollar (\$30.00) returned check fee, or the maximum amount allowed by Maryland law, shall be applied to the Lot Owner's account. If the Corporation receives two (2) or more checks returned for insufficient funds in any single fiscal year from an owner, the Board of Trustees may require all future payments to be made by certified check, cashier's check or money order for the remainder of the fiscal year.

E. Electronic Payment Fee. In accordance with Section 11B-114 of the Maryland Homeowners Association Act, the Corporation is authorized to charge a reasonable electronic payment fee to any Owner that elects to pay assessments or other amounts owed on the Owner's account by electronic payment. The electronic payment fee shall not exceed the amount of any fee that may be charged to the Corporation in connection with the electronic payment.

F. Lawsuit; Foreclosure of Lien. If payment in full of all amounts owed to the Corporation, including all delinquent and accelerated assessments, and all Charges, late fees and costs, is not received after the Statement of Lien for Unpaid Homeowners' Association Assessments is recorded, legal counsel for the Corporation may file a lawsuit against the delinquent Lot Owner, seeking recovery of all amounts owed to the Corporation, including all delinquent and accelerated assessments and all Charges, late fees, costs, fines and attorney's fees, and the Board of Trustees also may direct legal counsel for the Corporation to initiate foreclosure of the Corporation's Lien and sell the Owner's Lot. Alternatively, legal counsel for the Corporation may file a lawsuit against a delinquent Lot Owner without first sending a Notice of Intent to Record a Statement of Lien and without first recording a Statement of Lien against the delinquent Owner's Lot, seeking recovery of all amounts owed to the Corporation, including all delinquent and accelerated assessments and all Charges, late fees, costs, fines and attorney's fees. Nothing herein, shall be construed to limit the Association's right to pursue any other remedy available at law or in equity.

G. Payment in Full. A Lot Owner's account shall not be considered paid in full until all amounts owed to the Corporation, including all delinquent and accelerated assessments, and all Charges, late fees, costs, fines and court-awarded attorney's fees have been paid in full by the Lot Owner.

H. Suspension of Rights. Pursuant to Article IV, Section 3(b) and Article V, Section 6 of the Declaration, a Lot Owner's right to vote and right to use the recreational facilities shall be automatically suspended upon Notice to the Owner for any period during which payment of the total amount of any assessment payment against the Owner's Lot remains unpaid for more than thirty (30) days after the Due Date, until such default has been cured. Furthermore, pursuant to Article XV of the Bylaws, a Lot Owner's right to use a reserved or assigned parking space on the Common Areas shall be automatically revoked if payment of the total amount of any assessment payment is not received by the Corporation within thirty (30) days after the Due Date. The Owner shall be personally liable for all costs incurred by the Corporation in removing the designations from the reserved or assigned parking space indicating that it is reserved or assigned to the delinquent Lot Owner and restoring the designations when the Lot Owner's account is paid in full, including without limitation the cost of painting, provided, however, that all such costs must be paid in full before the parking space will be reserved for the Lot Owner and before the reserved parking space designation will be restored.

I. Personal Obligation. All assessments, together with all Charges, as defined herein, fines, late fees, and costs of collections, including, without limitation, court-awarded attorney's fees and court costs incurred by the Corporation as a result of collection actions on a delinquent account shall be the personal obligation of the Lot Owner pursuant to Article V, Section 1 of the Declaration.

Approved: August 31, 2021

Effective: October 1, 2021

FINAL REVISION 7/25/2023

ARCHITECTURAL GUIDELINES

FOR

**DUMONT OAKS
COMMUNITY ASSOCIATION, INC.**

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INTRODUCTION

To ensure that Dumont Oaks will always be an attractive and desirable community in which to live, architectural and environmental standards must be established, maintained, and updated. These standards are meant to benefit all residents of Dumont Oaks. Consequently, all residents share the responsibility to comply with, support and contribute to these standards. Our community can be only what we as residents are willing to make it. All of us, the homeowners, the members of the Architectural Review Board and the members of the Board of Trustees, must work together for the benefit of our community.

High standards require that certain guidelines and restrictions on external alterations be adopted and observed. The Dumont Oaks Community Association, Inc. does not intend that these rules and guidelines constrain the obvious pride individual homeowners have in their property nor are they meant to unnecessarily restrict creative effort to enhance the appearance of that property. Uniformity and, therefore, monotony, is not an objective of these guidelines. The purposes are to protect homeowner investment and keep the community a pleasant place in which to live.

Compliance with these standards should require from each of us only that degree of regard for our neighbors which we in turn expect from them. The potential benefits are increasing property values, an attractively designed and appealing community through which to drive, and a pleasant and enjoyable community in which to live.

Homeowners should review and remain familiar with these guidelines and are encouraged to communicate suggestions and comments directly to the Board of Trustees through the TMGA Management Agent.

I. GUIDELINES

All external alterations, additions or improvements to private properties must be reviewed and approved by the ARB, except for those items listed in Section I. A, "Alterations Not Requiring Submission to the ARB". Approval of any application by the ARB does not waive the necessity of obtaining any required Montgomery County permits; nor does the Montgomery County permit presume approval by the ARB.

A. Alterations Not Requiring Submission of an ARB Application

The following alterations are considered to be automatically approved, and no ARB application is required as long as prescribed specifications are followed.

1. Any exterior repair or replacement that **does not occupy ground space**, is of substantially the same materials, color, size, shape and design do not require an ARB application. (for example, windows, doors, siding.)
2. Exterior painting-if using closest match to original color(s).
3. Replacing existing wood trim with siding if using original colors.
4. Replacement of aluminum siding with vinyl siding if using substantially similar colors and style.
5. Replacement of wood garage doors with metal garage doors of substantially similar color and style. Replacement doors may be with or without window inserts.
6. Metal storm doors which are:
 - a. white, brown, black or the same color as the front door or the house trim; and
 - b. full or half length glass (one or two glass panels); and
 - c. contain no plain bars, grills or grating.
 - d. any other style, design or type must be specifically approved by the ARB.
7. Storm windows-painted same color as front door or trim, or white.
8. Replace of existing skylights.

9. Satellite Dishes one meter (39") or less in diameter designed to receive direct broadcast satellite (DBS) service or television broadcast signals. Antennas designed to receive television broadcast signals.
10. Attic exhaust fans-provided:
 - a. the fan has a low profile, and
 - b. is installed on the rear or side slope (except Prelude Manor).
11. Radon gas ventilation systems
12. Trees, plants, shrubs, and flowers within the homeowner's property only.
13. Vegetable gardens are permitted, provided:
 - a. they are established in rear or side yards only; and
 - b. at the end of the growing season, all plant refuse and stakes are removed.
14. Decorative borders around flower beds in yards up to twelve (12) inches in height, of the types listed below. Decorative borders enclosing the front yard or along front boundary line of yard are not permitted.
 - a. Natural, red, or white brick.
 - b. Railroad ties or landscaping timbers, chemically or pressure treated, natural color only.
 - c. Natural stone.
 - d. PVC, plastic or decorative border fencing.
15. Patios, covering not more than 1/3 of the yard, made of concrete, brick or paving stones.
16. Flood lights, not pointed into other homes.
17. Deadbolt locks, peep holes, door knobs and door knockers.
18. Security Cameras mounted on houses, not pointed into other homes.

19. Camera door bells.
20. House numbers: the size and location of house numbers may be changed.
21. Window boxes, provided:
 - a. They are 80-100% of the window width,
 - b. They are the same color as either the siding, trim or shutters, and
 - c. They are made of synthetic materials (i.e. not wood).
22. Outdoor thermometers.
23. Garden hose and caddy affixed to house.
24. Picnic tables with umbrellas in rear yards or on decks only.
25. Clotheslines, provided:
 - a. Must be in back yard, and
 - b. Must be umbrella or retractable types, and
 - c. Must be retracted or collapsed when not in use.
26. Holiday decorations and/or structures may be displayed on one's property for an appropriate period of time before and after a holiday.
27. The United States flag may be mounted on homes provided:
 - a. the pole is removable and six feet or less in length;
 - b. the flag is flown only from dawn to dusk; and
 - c. no permanent, in-ground flag poles are permitted.
28. Candidate signs or signs that advertise the support or defeat of a question submitted to the voters, or political signs, provided:
 - a. Only one political sign per issue or candidate, no larger than 4 square feet may be displayed on any residential lot. Political signs may be displayed no earlier than 30 days prior to the date of such vote, primary or general election and must be removed seven days after the date of such vote, primary or general election. Any sign which may block or obscure a motorist's view of any pedestrian road access point or crosswalk is prohibited and may be subject to immediate removal.
Political signs on Association property are not allowed.

B. Prohibited Alterations or Conditions

The following are considered potentially detrimental to property values, will detract from the generally attractive appearance of the community and are, therefore, prohibited:

1. Plantings, structures or any alterations outside individual property lines or in common areas, or the within the space between sidewalks and the curb.
2. Downspout extensions into the common area is prohibited.
3. Satellite Dishes greater than one meter (39") in diameter designed to receive direct broadcast satellite (DBS) service.
4. External wooden screen or raw metal storm doors.
5. Junk vehicles or other vehicles on which current registration plates are not displayed may not be kept upon any of the properties nor may extraordinary maintenance of automobiles or other vehicles be carried out on any of the properties.
6. Storage of vehicle components or junked items.
7. Visible outside storage of lumber, building materials or wheelbarrows, etc, other than for a brief period of time related to a home improvement project.
8. External signs and adverts, except for (a) "For Sale" and "For Rent" signs regarding the dwelling upon the Lot such signs are posted; (b) "Keep pets off grass" signs; or (c) political signs in compliance with Section I.A (above). All such signs and adverts must be temporarily placed solely within the homeowner's property, for only appropriate limited duration and removed as soon as practicable.
9. Patios that would change drainage patterns resulting in an adverse impact on any neighboring properties or common areas.
10. With the exception of Prelude Manor, fencing enclosing front yards is prohibited, regardless of the height. Decorative border fencing enclosing front yards is prohibited. Decorative border fencing along the front boundary line of the yard is prohibited.
11. Any private fence, shed or structure past/beyond owners private property boundary is prohibited.

C. Alterations Requiring ARB Application Submission and Approval

All exterior alterations not specifically addressed in Sections I.A or B above fall into this category. The process described in Section II must be complied with fully to ensure ARB review and approval of an application. All alterations must be completed within 18 months after the approval date. Once work has started, it must be finished in a reasonable amount of time. If a homeowner is not certain an alteration meets the guidelines established in paragraph I A, they should submit an application. Some of the alterations which require applications for review and approval include, but are not limited to:

1. Any exterior **replacement that occupies ground space**, such as fences, sheds, decks, patios covering more than 1/3 of the yard, requires an ARB Application. A survey must be submitted with the Application showing the location of the project. For **fences, or sheds, retaining walls and paved paths** within 1 foot of the property boundary lines, a boundary survey with the property corners marked with survey pins is required.
2. Removal of live trees to determine consistency with the Dumont Oak Association Resolution "Removal of Trees and Shrubs on Owner Property."
3. Electric Vehicle Recharging Equipment—see the "Resolution on Electrical Vehicle Recharging Equipment for requirements.
4. Fencing: with the exception of Prelude Manor, only fencing within rear yards will be permitted and that which meets the following specifications:
 - a. A boundary survey must be completed and submitted with the application. The corners of the property boundary must be marked with survey pins.
 - b. For the townhouses, any changes to the party wall fence on the boundary line between two houses must have the written approval of the owner of the adjoining property.
 - c. For single family homes, fences must be built inside the boundary lines.
 - d. must be wooden, PVC or composite material,
 - e. height shall be no less than 3 feet and may not exceed 6 1/2 feet measured vertically from the ground to the top of the fence at all points along the fence; This specification excludes decorative border fencing.
 - f. all wooden fence posts must be pressure or chemically treated and securely imbedded in the ground;
 - g. wooden fence material must be free of bark; and
 - h. wood fencing must be natural or lightly stained. No painting. Color samples must be submitted for PVC fencing.
5. Decr netting affixed to posts encompassing an area greater than 1/2 of the rear yard.

6. New Decks. Wood, composite and PVC materials are acceptable. White PVC or composite railings are acceptable. Samples of material and color should be submitted, if practical.
 7. Existing Decks: Any alteration to the look and design of existing decks. (Rebuilding an existing deck with the same materials and same size, shape and design does not require an application.) Wood and composite materials are acceptable but require approval. Samples of material and color should be submitted, if practical.
 8. Exterior sheds and storage units. Sheds and storage units must be appropriate in size and type for the location. In townhouses, the storage sheds may not be on the side of the house and visible from the road.
 9. Trash Corrals: Trash corrals in the front yard of townhouse units will be permitted and that which meet the following specifications:
 - a. Maximum size – Height 4 feet, Width 4 feet, Length 6 feet
 - b. Material – Wood, composite, PVC materials
 - c. Side panels – lattice or pickets, not solid panels
 - d. No lids or covers on the corral
 - e. Color – White, brown or color similar to house siding or trim. Wood must be natural or lightly stained. No painting.
 - f. Location – close or next to house
- Note: small plastic or metal storage sheds designed to hold two large trash cans are not permitted as a trash corral in the front yard.
10. Exterior painting -for any change of color. Color chips are required with the application.
 11. Replacement siding with other than the original or substantially similar color and style.
 12. Changes to the location or style of the exterior house light near the front door. The light may be relocated to above or beside the door.
 13. Replacement of private walkways with other than original materials.
 14. Replacement of driveways with other than original materials.
 15. Any changes in window styles. Window grids are not required, but all windows on the same face of a house should be consistent, either including or not including window grids.

16. Awnings
 - a. Must be retractable, and
 - b. Must be in the back or side (not the front) yard.
17. Basement access window or egress door
18. New skylights (where no skylights previously existed).
19. Window air-conditioners.
20. Solar heating or photo voltaic panels.
21. Outdoor permanent fireplaces or installed grills.
22. Patios covering more than 1/3 of the yard, and/or made of materials other than concrete, brick or paving stones. Such changes may not adversely affect the drainage for adjacent properties or common area. Must show the drainage flow before and after the modification.
23. Changes in grade in the yard. Such changes may not adversely affect the drainage for adjacent properties or common area.
24. Lawn ornaments and statuary in rear yards only (except Prelude Manor). Submit a complete description and picture along with a plan showing proposed location.
25. Swing sets and lawn gym equipment.
26. Permanent installed basketball poles/hoops are currently permitted on driveways in single family home and duplex neighborhoods only.

II. PROCEDURES FOR ARB APPLICATION SUBMISSION

All external alterations, additions or improvements to private properties must be reviewed and approved by the ARB, except for those items listed in Section I. A, "Alterations Not Requiring Submission to the ARB". Approval of any application by the ARB does not waive the necessity of obtaining any required Montgomery County permits; nor does the Montgomery County permit presume approval by the ARB.

All submissions must be in writing using the ARB Application Form, signed by the applicant and dated. Written applications and approval are necessary not only to

provide the homeowner with written certification of approval or disapproval but also to provide the Association's files with permanent documentation of external alterations authorized and accomplished.

ARB Application Forms may be obtained from the management company agent for Dumont Oaks (TMGA), or from the Chairperson of the ARB or at <https://tmgainc.com/resourcecenter/41451/documents>. Applications for should be mailed or emailed to the address below. E-mail requests must be signed and the signature page scanned and included in the email.

Dumont Oaks Architectural Review Board
c/o The Management Group Associates
20440 Century Boulevard, Suite 100
Germantown, Maryland 20874
e-mail: tmgainc@tmgainc.com

All applicants should receive acknowledgement of receipt of their application for design review within 10 days. If acknowledgement is not received within 10 days the original application becomes null and void and the homeowner is required to resubmit. The acknowledgement will consist of a form letter, indicating the date received, dated and signed by the management agent for Dumont Oaks (TMGA). The homeowner may also request return receipt from the Postal Service and such receipt will suffice for "acknowledgement" as it is understood in this paragraph. The date indicated through the acknowledgement receipt is the starting date for the 60-day review.

Each application shall describe in detail the proposed alteration, including the exact location, dimensions and materials to be used. Detailed drawings must be included where design of a structure is involved in the application. In the event there are multiple projects, a separate ARB application form for each project shall be submitted. Construction occupying ground space must include a copy of the homeowner's survey to locate the corners, lot lines and location of the project. For fences, or sheds, retaining walls or paved paths within 1 foot of the property boundary lines, a boundary survey with the property corners marked with survey pins is required.

Alterations requiring approval should not be commenced until final approval is received. Disapproval for any reason could require restoration to the original condition by the applicant at their expense.

III. ARCHITECTURAL REVIEW BOARD

A. Composition and Duties

The composition, duties and powers of the Architectural Review Board are established in Article IX of the Bylaws of the Dumont Oaks Community Association, Inc. and in Article III, Section 4 of the Dumont Oaks Declaration of Covenants and Restrictions, as indicated below.

“Composition: The Architectural Review Board shall be comprised of five (5) or more members. Members shall serve staggered two (2) year terms, as determined by the Board of Trustees. No member of the Architectural Review Board may be a Trustee or from a Trustee’s household.”

“Duties. The Architectural Review Board shall regulate the external design, appearance and location of the Properties and improvements thereon in such a manner so as to preserve and enhance values and to maintain a harmonious relationship among structures and the natural vegetation and topography. In furtherance thereof, the Architectural Review Board shall:

(a) Review and approve, modify or disapprove, within sixty (60) days, all written applications of Owners and of the Corporation for improvements or additions (as described in Article VI of the Declaration) to Lots, Living Units or Common Areas. In the event said Board, or its designated committee, fails to approve or disapprove such correctly filed application design and location within sixty (60) days after said plans and specifications have been submitted to it, approval shall be deemed granted and this Article will be deemed to have been fully complied with.

(b) Periodically inspect the Properties for compliance with architectural standards and approve plans for alteration; and

(c) Adopt architectural guidelines and programs subject to the confirmation of the Board of Trustees; and

(d) Adopt procedures for the exercise of its duties and enter them in the Book of Resolutions; and

(e) Maintain complete and accurate records of all actions taken.”

B. Operating Procedures of the ARB

The Architectural Review Board (ARB) members are appointed by the Board of Trustees. The ARB should include not less than two members from townhomes and two members from single family/duplex homes within the Dumont Oaks community.

The members of the ARB serve for a period of two years. At the first meeting of the ARB following the appointment of the ARB members by Board of Trustees, the ARB shall elect from among themselves a Chairperson, Vice Chairperson and Secretary to serve for a period of one year.

ARB applications received by the management agent (TMGA) will be sent to the ARB members by mail or email, as appropriate. In an effort to provide a timely response to homeowners, the ARB shall make every attempt to review and act on applications as quickly as possible, without sacrificing the quality or thoroughness of the review. The ARB may review and approve applications by meetings or by email votes. The affirmative vote of a majority of the members of the ARB shall be required to make any finding or determination on the application. Applications may be approved, disapproved or "tabled" pending further investigation or inquiry. If an application is disapproved, the ARB shall provide in writing a full explanation of all the reasons for disapproval. This information will be used by the Board of Trustees in the case of an appeal.

Meetings of the ARB shall be conducted in accordance with the Maryland Open Meetings Act. Meetings shall be open to any homeowners. Homeowners may contact the management agent (TMGA) to obtain the date, location and agenda of the next upcoming ARB meeting. TMGA should confirm the specifics for the next meeting with the ARB chairperson before responding to the homeowner.

After a decision has been made on an application by the ARB, the ARB may send an email to the management agent (TMGA) providing the decision and full explanation or comments, as appropriate. In addition, the ARB chairperson shall sign and date the application, and indicate the approval/disapproval status and full explanation or comments. The application will be returned to management agent (TMGA). The agent will forward to the homeowner a letter which specifies the ARB decision. The original application will be retained by the management company unless the homeowner specifically requests its return. This is done to lessen administrative costs to the Association.

In the event the homeowner is not advised of an ARB decision within 60 days of submission, the application shall be considered approved. The 60-day window for approval does not start until a completed application with all required information is received. If an application is returned to the homeowner for additional information which is necessary to make a decision, the 60 day window starts over again once the requested information is received.

Approval of any application by the ARB does not waive the necessity of obtaining any required Montgomery County permits; nor does the Montgomery County permit presume approval by the ARB. The ARB will not knowingly approve a project which is in violation of the County building or zoning codes.

Complaints of violations of architectural standards or requirements must be made in writing to management agent (TMGA). The management agent (TMGA) may investigate or, if appropriate, refer the inquiry to the Chairperson of the ARB, who may appoint one or more members of the ARB to investigate and report. The results of such investigation and the actions or recommendations of the ARB will be communicated the complainant.

IV. APPEAL PROCEDURE

Homeowners have the right to appeal the decision of the ARB to the Board of Trustees as indicated in the Dumont Oaks Declaration of Covenants and Restrictions. This right is meant to include homeowners who may disagree with the ARB's decision to approve another homeowner's application as well as the right of a homeowner to appeal a decision to disapprove his/her application. The appeal process may be initiated by submitting a written request to the management company. The appeal will be scheduled as an agenda item for the next available Board of Trustees meeting (usually held on the fourth Tuesday of the month). Decisions of the Board of Trustees are final.

Revised: March 24, 1998

Re-Revised: July 1, 2003

Re-Revised: July 22, 2014

Re-Revised: July 25, 2023

(Revision July 2023, previous editions obsolete)

Architectural Review Board -Application for exterior Alterations DUMONT OAKS COMMUNITY ASSOCIATION

Alterations to the exterior of a home or lot are governed by the Dumont Oaks Declaration of Covenants and Restrictions (March 1981), supplementary Declarations and the Dumont Oaks Architectural Guidelines.

See Architectural Guidelines and next page for instructions & additional information.

Full governing documents, as adopted, are authoritative

Homeowner Information

Printed Name: _____

Address: _____

Phone: _____ email: _____

Date: _____

Exterior/Architecture Change Request:

Owner Signature: _____

For fences or sheds, retaining walls or paved paths within 1 foot of the property boundary, certify below.

By signing below, I certify that a boundary survey has been conducted and the property corners are marked with survey pins. I understand the Association may inspect the property for the survey pins.

Owner Signature: _____

Check any attachments included:

- ☐ Survey ☐ Boundary Survey (for fence, shed, retaining wall, paved paths)
☐ Diagram/Blueprint ☐ Color sample(s) ☐ Photo(s) ☐ Sketch ☐ Other _____ (specify)

FOR ARB USE: _____

INSTRUCTIONS

1. Complete the homeowner information on this application form.
2. Attach the required information.
3. Sign and forward application to one of the following:
The Management Group
Attn: Dumont Oaks
20440 Century Blvd., Suite 100
Germantown, MD 20874-7115
All forms, including signature, can be scanned and emailed to: tmgainc@tmgainc.com
4. Do not start work until the application is approved.
5. If this application is for already initiated or completed work, include a \$25 check for late processing (payable to Dumont Oaks).
6. From the date the application is approved, the applicant is required to complete the modification within 18 months. Extensions may be granted for extenuating circumstances.

APPLICATION REQUIREMENTS

1. Alterations to the exterior of a home or lot are governed by the D.O. Declaration of Covenants and Restrictions, and the Architectural Review Board (ARB) Guidelines.
2. Applications must include:
 - a. A description of the proposed alteration
 - b. A sketch or drawing of the alteration, with dimensions
 - c. A blueprint of a proposed structure
 - d. A survey showing the location of any exterior alteration. For fences, or sheds, retaining walls or paved paths within 1 foot of the property boundary lines, a boundary survey with the property corners marked with survey pins is required.
 - e. A color sample for any proposed change in color
 - f. For doors, windows, and siding: drawings or photos.
3. Submit a separate application for each project.
4. Incomplete applications will be returned for additional required information and denied if such information is not provided.
5. Denied applications require restoration to the original condition at the homeowner's expense if the project is underway or complete.
6. The homeowner's signature indicates compliance with all zoning and building codes. Application approval does not constitute a waiver of any governing code or restriction.
7. Local building permits are the responsibility of the homeowner. Plans must be filed with the building inspector.
8. The Association assumes no responsibility or liability for damage to person or property resulting from the approval of an application.

ARB PROCEDURES

1. Review applications for completeness and compliance with Association rules and regulations.
2. ARB reviews and approves or denies applications as quickly as possible. (Currently the ARB meets the 3rd Monday of each month). Meetings are open to homeowners with notice.
3. After processing, return applications to The Management Group who notifies the homeowner of the application disposition.
4. Homeowners have the right to appeal ARB decisions to the Board of Trustees.
5. Applications not acted upon for a period of 60 days after confirmed receipt by The Management Group are automatically approved. The 60 day window for approval does not start until a completed application with all required information is received. **If an application is returned for additional information, the 60 day window starts over again once the requested information is received**

6. The Management Agent or ARB periodically inspects the community for compliance with the guidelines.

ARB GUIDELINE SUMMARY

Applications are not required for:

(In general, any exterior repair or replacement that **does not occupy ground space**, is of substantially the same materials, color, size, shape and design do not require an ARB application. (for example, windows, doors, siding.)

There are currently 28 allowed exceptions with conditions. Please see full ARB guidelines for details!

PROHIBITED ALTERATIONS OR CONDITIONS

1. Plantings, structures or any alterations outside individual property lines or in common areas, or the within the space between sidewalks and the curb.
2. Downspout extensions into the common area is prohibited.
3. Satellite Dishes greater than one meter (39") in diameter designed to receive direct broadcast satellite (DBS) service.
4. External wooden screen or raw metal storm doors.
5. Junk vehicles or other vehicles on which current registration plates are not displayed may not be kept upon any of the properties nor may extraordinary maintenance of automobiles or other vehicles be carried out on any of the properties.
6. Storage of vehicle components or junked items.
7. Visible outside storage of lumber, building materials or wheelbarrows, etc, other than for a brief period of time related to a home improvement project.
8. External signs, except for "For Sale", "For Rent", "Keep pets off grass" or political signs solely within the homeowner's property and for only appropriate limited duration.
9. Patios that would change drainage patterns resulting in an adverse impact on any neighboring properties or common areas.
10. With the exception of Prelude Manor, fencing enclosing front yards is prohibited, regardless of the height. Decorative border fencing enclosing front yards is prohibited. Decorative border fencing along the front boundary line of the yard is prohibited.
11. Any private fence, shed or structure past/beyond owners private property boundary is prohibited.

APPLICATIONS ARE REQUIRED FOR:

Any exterior alterations not specified in the ARB Guidelines as Prohibited or as not requiring submission of an ARB Application. **Please see full ARB guidelines for details!** A few examples are below:

Any exterior **replacement that occupies ground space**, such as fences, sheds, decks, patios covering more than 1/3 of the yard, requires an ARB Application. For fences or sheds, retaining walls or paved paths within 1 foot of the property boundary lines, a **boundary survey with the property corners marked with survey pins is required, and must be submitted with the application.**

Removal of live trees to determine consistency with the Dumont Oak Association Resolution "Removal of Trees and Shrubs on Owner Property."

Electric Vehicle Recharging Equipment—see the "Resolution on Electrical Vehicle Recharging Equipment for requirements.

DUMONT OAKS COMMUNITY ASSOCIATION, INC.

RESOLUTION ON ELECTRIC VEHICLE RECHARGING EQUIPMENT

Recitals:

- A. Article III, Section 3(c) of the Dumont Oaks Declaration of Covenants and Restrictions ("Declaration") provides that the Board of Trustees ("Board") shall have all of the powers necessary for the administration of the affairs of the Dumont Oaks Community Association, Inc. ("Association"), including the adoption of rules and regulations for the Dumont Oaks community ("Community").
- B. Pursuant to Article IV of the Declaration, the Board is responsible for the management and control of the Community's common areas, including but not limited to common parking areas and common walkways.
- C. Pursuant to Article VI of the Declaration, the Board is responsible for adopting and enforcing rules for the use of property, including common areas and private lots, throughout the Community, and for the well-being of homeowners and residents.
- D. For the benefit and protection of the Association and of the homeowners and residents, the Board deems it necessary and desirable to establish rules and procedures governing the installation, maintenance and operation of Electric Vehicle Recharging Equipment ("EVRE") in the Community.

NOW THEREFORE THE BOARD HEREBY RESOLVES that the following procedures and rules are hereby adopted:

I. APPLICABILITY

1. Articles II through VI of these Rules shall apply only to the following areas:
 - a) Sonata Way
 - b) Concerto Lane
 - c) Baroque Road
 - d) Crescendo Way
 - e) Crescendo Place
 - f) Encore Drive, excluding townhomes with garages
 - g) Finale Terrace
 - h) Legato Terrace
 - i) Legato Way
 - j) Lyric Lane
2. Articles II through VI of these Rules shall not apply to detached single family homes, townhomes with garages on Encore Drive, or duplexes with or without garages.

Article VII of these Rules shall apply only to detached single-family homes, townhomes with garages on Encore, and duplexes with or without garages.

II. ELIGIBILITY, DESIGN, PLACEMENT AND OPERATIONAL CRITERIA

1. An Application for installation of EVRE is eligible for consideration only if the owner will be installing the EVRE in the homeowner's reserved parking space(s).
2. The EVRE Application is not eligible for consideration if the owner does not have a reserved parking space--the application shall be denied if the owner does not have a reserved parking space.
3. Location of the EVRE shall be in the Homeowner's reserved parking space.
4. The EVRE shall be installed on the horizontal surface of the concrete curb adjacent to the asphalt surface within the parking space.
5. The EVRE shall be installed within the parking space lines for a single space. The EVRE shall not be installed on top of a parking space line between two spaces.
6. Vehicles parked in the parking space with the EVRE shall not extend beyond 20 feet from the vertical surface of the curb to avoid impeding the use of the travel lane.
7. EVRE shall not be installed in a private lot that has a sidewalk immediately in front of it, due to hazard of obstructing sidewalk with cord when connected to vehicle. Request for EVRE installations at these parking spaces shall be denied.
8. Installation shall be at least 6 feet from fire hydrants and mailbox clusters.
9. Installation must avoid conflicts with other utility infrastructure and streetlights.
10. The EVRE must be positioned so that the stored connector is at a height of 24 inches to 48 inches above the parking surface.
11. The EVRE shall be designed and located as to not impede pedestrian travel or create trip hazards.
12. EVRE electrical cables connecting the EVRE to a vehicle must be configured so they do not cross over sidewalks, walkways, driveways, other parking

spaces or other private properties at any time, 24 hours a day, including weekends and holidays.

13. EVRE cords shall be automatically retractable or removed and out of sight when not in use.
14. Installation shall not involve cutting, disturbing or damaging any Association property that is concrete or asphalt. If it is necessary to route wiring or conduit under concrete or asphalt, such as sidewalks, curbs, gutters or asphalt, the installer shall use tunneling equipment under the concrete or asphalt that does not disturb the surface.
15. The owner must protect and control the use of the EVRE. The cord and connector must be secured and locked when not in use.
16. Colors and materials for the EVRE should minimize their visibility and integrate with the design of surrounding buildings and landscaping.
17. The EVRE must not be energized when not in use.
18. No advertising or signs are permitted on the EVRE.
19. On Lyric Lane, no EVRE may be installed on any common area. The EVRE must be installed on the private lot or on the exterior of a structure on the lot.

III. PRIOR WRITTEN APPROVAL REQUIRED

1. Written Application. Before EVRE may be installed on or adjacent to any portion of the Property, including any private Lot, the homeowner must apply in writing and obtain the prior written approval of the Board or the Architectural Review Board ("ARB"), if an ARB has been appointed by the Board (the Board or the ARB, as the case may be, is referred to herein as the "Review Entity"), in the same manner as any other application for required approval of an architectural modification. The application package must include the following documents:

- a. Application Form: A completed and signed architectural change application form.
- b. EVRE Specifications and Installation Plans: A copy of the manufacturer's product documentation and specifications for the proposed EVRE, along with schematics/diagrams/plans showing the exact location and plan for installation of the proposed EVRE, along with any and all electrical cables and

related items. Such plans must include the approval and/or seal of a qualified, licensed and insured engineer.

- c. Electrical Service Evaluation: Written documentation that the licensed electrical contractor proposed for the EVRE installation has conducted an on-site evaluation, has calculated the power load necessary for the EVRE, and has determined whether or not the existing electric service must be upgraded before installation of the EVRE, along with documentation of the source, location and security of any necessary electrical supply lines.
- d. Permits/Licenses/Agreements: Copies of any necessary permits, licenses and agreements required by the State of Maryland, Montgomery County and the utility company providing electrical power.
- e. Certificate of Insurance: A copy of a Certificate of Insurance for the homeowner, providing property and liability coverage for the EVRE. The Association and its directors, homeowners, employees, agents and contractors shall be designated as additional insured parties on the homeowner's liability insurance.
- f. Contractor Credentials: Copies of the proposed electrical contractor's business and trade licenses and the proposed contractor's Certificate of Insurance.

2. The homeowner must submit the complete application package to the Review Entity through the Association's management agent ("Management Agent"). If the application package is not complete, the application will automatically be denied and the homeowner will be notified of any deficiencies. The homeowner then may submit a new, complete application package for review.

3. After the complete application package has been received, the Review Entity will review it and will make a decision to either approve or deny the application. The Review Entity will issue its decision in writing, not later than within 60 days after receipt of the complete application package.

4. The Review Entity may deny a homeowner's completed application for installation of the proposed EVRE if the EVRE would unreasonably impede the normal use of any area outside of the homeowner's designated parking space, or if installation of the EVRE is not reasonably possible, or for any other reason as permitted under Section 11B-111.8 of the Maryland Homeowners Association Act, as amended.

IV. WRITTEN AGREEMENT

After receiving approval for the proposed EVRE installation from the Review Entity, the homeowner (except for homeowners on Lyric Lane and homeowners of townhomes with garages on Encore Drive) must sign and thereafter must comply with a Revocable License and Indemnification Agreement in the form attached hereto as Exhibit A ("EVRE

Agreement"). A homeowner on Lyric Lane, after receiving approval, must sign and comply with an agreement in the form attached hereto as Exhibit B ("Lyric Lane EVRE Agreement").

V. EVRE INSTALLATION AND OPERATION

1. Work on installation of the EVRE shall not be commenced until after the Review Entity's written approval has been issued and the homeowner has signed the required EVRE Agreement.

2. The EVRE and all installation work must comply fully with the plans and specifications in the approved application package, and with all applicable laws, codes and regulations.

3. The EVRE installation must be commenced and completed within 90 days after issuance of the Review Entity's approval of the homeowner's application.

4. Electrical service for the EVRE must be drawn from the homeowner's electrical supply. Electricity shall not be drawn from any Association electric line or facility.

5. After installation of the EVRE, the Board, at its discretion, may require a post-installation inspection by Montgomery County and/or by the utility company providing electrical power to the EVRE before use of the EVRE will be authorized.

6. The homeowner shall be responsible for ensuring that the EVRE remains at all times in safe operating condition, and that all required maintenance and repairs are performed in a timely manner. EVRE electrical cables connecting the EVRE to a vehicle must be configured so they do not cross over sidewalks, walkways, driveways, other parking spaces or other private properties at any time, 24 hours a day, including weekends and holidays.

7. If the homeowner fails to comply with any of the Association's rules governing the installation, operation or maintenance of the EVRE, or fails to fulfill all obligations under the EVRE Agreement, the Association may require the EVRE to be removed at the homeowner's sole expense.

VI. REIMBURSEMENT OF COSTS

The homeowner shall be responsible for reimbursing the Association for all costs incurred by the Association in connection with the review of the homeowner's application, and in connection with the drafting, recordation and enforcement of the EVRE Agreement, including but not limited to administrative costs, legal fees and contractor fees. The homeowner shall pay such amounts within 30 days after written notice from the Association. If the homeowner fails to do so, the Association shall have the right to terminate the EVRE Agreement and revoke approval for the EVRE, and to take legal action for collection of unpaid amounts.

VII. DETACHED SINGLE FAMILY HOMES, TOWNHOMES WITH GARAGES ON ENCORE DRIVE, AND DUPLEXES WITH OR WITHOUT GARAGES

1. The foregoing Rules shall not apply to detached single family homes, townhomes with garages on Encore Drive, and duplexes with or without garages. The following Rules shall apply.

2. Installation of EVRE, including the cord storage when not in use, inside the garage of a detached single family home, townhome or duplex shall not require prior approval from the Association, but must comply with all applicable laws, codes and regulations.

3. Installation of EVRE or any cord storage feature, such as a hook or docking station, outside of a detached single family home, townhome with a garage on Encore Drive, or duplex, including any installation on the homeowner's Lot or on the exterior of any structure, must be approved by the Association as an exterior architectural change, in accordance with Article VI, Section 1 of the Declaration.

4. EV Charging Installation and Maintenance Requirements

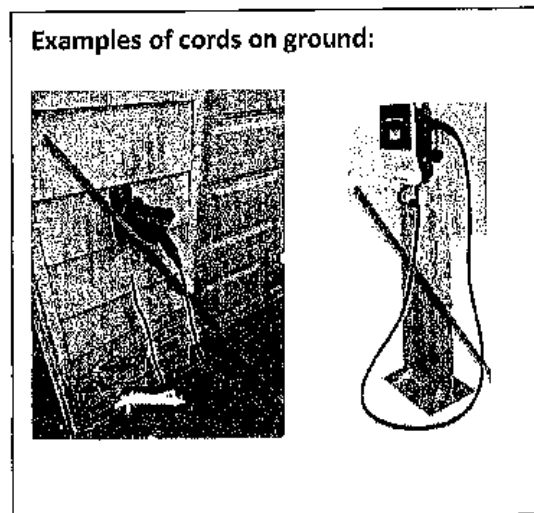
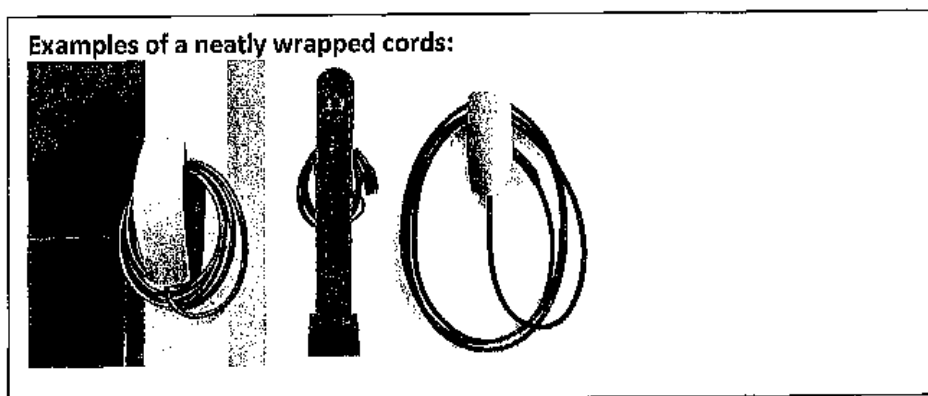
- i. **Installation Location and Placement:** The EV Charging Unit (EVRE) and cord management system shall be installed on the front or side of the house in a manner that minimizes visual impact while maintaining accessibility.
- ii. **Mounting Requirements:**
 - a) The EVRE unit and associated cord management features shall be securely **affixed to the house** or installed on a **pedestal located within three (3) feet of the house**.
 - b) If the EV unit is installed **inside the garage**, but an **external cord storage hook or dock is needed**, it shall also be attached to the house or mounted on a pedestal within three (3) feet of the house.
- iii. **Concealment Considerations:** Installation shall aim to blend with the existing structure and landscaping where feasible.
- iv. **Cord Management and Storage:** When not in use, the charging cord shall be stored neatly using one of the following methods:
 - a) Enclosed in a designated storage unit and out of sight.
 - b) Wrapped securely around the charger unit or a designated hook.
 - c) Retracted onto a cable reel to prevent ground contact.
 - d) The charging cord shall not rest on the ground when not in use.

5. No EVRE serving a detached single family home, townhome with a garage on Encore Drive, or duplex may be installed on any common area.

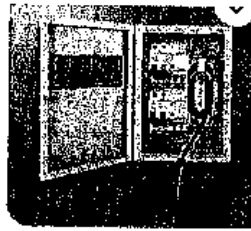
6. The homeowner shall be responsible for ensuring that the EVRE remains at all times in safe operating condition, and that all required maintenance and repairs are performed in a timely manner. EVRE electrical cables connecting the EVRE to a vehicle must be configured so they do not cross over other private properties at any time, 24 hours a day,

including weekends and holidays. Vehicles cannot be parked on the street when EVRE electrical cables are connected to the EVRE.

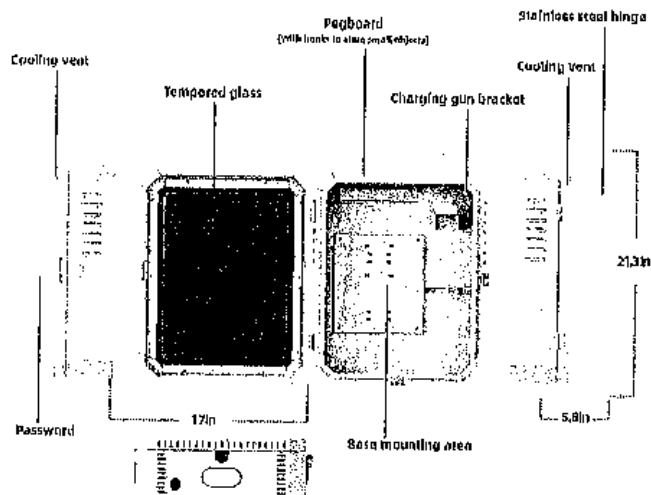
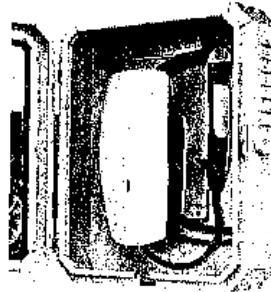
7. Electrical service for the EVRE must be drawn from the homeowner's electrical supply. Electricity shall not be drawn from any Association electric line or other source.



Examples of EV storage/enclosure boxes:

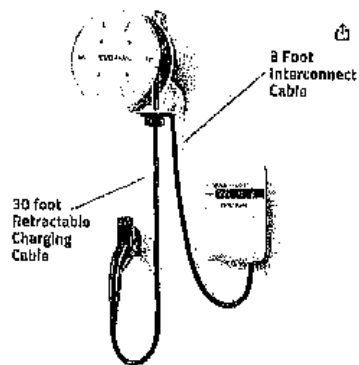


Wall EV Charger Station
Box Waterproof for Tesla
Indoor/ Outdoor Cable...



Product size: 21.3in x 17in x 5.8in

Example of retractable cord:



ADOPTED BY BOARD OF TRUSTEES ON March 25, 2025.

Replaces previous version adopted on April 26, 2022.

EXHIBIT A

DUMONT OAKS COMMUNITY ASSOCIATION, INC.

**REVOCABLE LICENSE AND INDEMNIFICATION AGREEMENT
FOR ELECTRIC VEHICLE RECHARGING EQUIPMENT**

[NOT APPLICABLE TO LOTS ON LYRIC LANE]

THIS AGREEMENT ("Agreement") is entered into as of _____, 20____ ("Effective Date") by and between the Dumont Oaks Community Association, Inc. ("Association"), acting by and through its Board of Directors ("Board") and _____ (collectively, "Homeowner"), the Owner(s) of the dwelling unit and Lot located at _____[ADDRESS]_____ ("Home"). (The Association and Homeowner are herein collectively referred to as the "Parties.")

RECITALS

- A. The Association is responsible for the maintenance and operation of all common areas in the Dumont Oaks community, and for the regulation of use of all common areas and individual Lots.
- B. Parking Space # _____ (the "Space") is a common area parking space that is reserved for the Homeowner's exclusive use, subject to the Association's right to revoke the reservation of the Space if the Homeowner becomes delinquent in payment obligations to the Association.
- C. Homeowner has requested the Association's permission for the installation of electric vehicle recharging equipment ("EVRE") for use at the Space.
- D. The Homeowner has submitted a complete application package ("Application") to the Association for approval of the plans and specifications for the proposed EVRE installation, and the Association has approved the Application.
- E. For the Homeowner's convenience, the Association is willing to grant to the Homeowner a revocable license to install, maintain and use the EVRE in the Space, subject to the terms and conditions of this Agreement and subject to law.

NOW THEREFORE, in consideration of the foregoing recitals, each of which is made a part of this Agreement, and of the promises and mutual covenants contained herein, the Parties agree as follows:

- 1. The Association hereby grants to the Homeowner a revocable license ("License") for the installation, use and operation of the EVRE, subject to the terms and conditions of this Agreement, in accordance with the approved Application, and in accordance with the Association's Design, Placement and Operational Criteria

for EVRE, in the location identified on Exhibit #1 to this Agreement, which is attached hereto. The Parties understand and agree that the License is not a conveyance or other transfer of real property in fee simple, and that it is not a lease, easement or other interest in real property, and that the License that may be revoked by the Association under the terms of this Agreement. The term of this Agreement and of the License ("Term") shall begin on the Effective Date and shall run for 3 years. At the end of the Term, unless earlier terminated, this Agreement and the License shall automatically be renewed for an additional term of 3 years. This Agreement and the License thereafter automatically shall be renewed every 3 years, for subsequent additional terms of 3 years each, until terminated as provided herein.

2. The Homeowner shall have the EVRE installed by the licensed and insured electrical contractor designated by the Homeowner in the approved Application. The EVRE and the installation shall conform to the plans and specifications set forth in the approved Application, and shall comply with all applicable laws, codes and regulations. The installation of the EVRE shall be completed not later than 90 days after the date on which the Association's approval of the Application was issued.
3. The Homeowner shall pay all costs of any modifications, or upgrades that are required to install the EVRE or to provide electrical service to the EVRE, including without limitation additional cables, panels, circuit breakers, dedicated conduits, sub-meters, or other equipment or improvements, and including without limitation all permits, installation costs, inspection costs, signage costs, etc. The homeowner shall be responsible for reimbursing the Association for all costs incurred by the Association in connection with the review of the homeowner's application, in connection with the drafting, recordation and enforcement of this Agreement, and in connection with the exercise of the Association's rights under this Agreement, including but not limited to administrative costs, legal fees and contractor fees. The homeowner shall pay such amounts within 30 days after written notice from the Association. If the homeowner fails to do so, the Association shall have the right to terminate this Agreement and revoke approval for the EVRE, and to take legal action for collection of unpaid amounts.
4. The Homeowner shall have the EVRE maintained at all times in safe condition and good working order and shall ensure that periodic maintenance and repairs are performed to keep the EVRE in safe condition and good working order. All such work shall be performed by qualified, licensed and insured contractors. The Homeowner shall promptly report to the Association any malfunction of the EVRE, and shall immediately notify the Association of any action by the Association that may be necessary to reduce the risk of property damage or personal injury.
5. The Homeowner shall at all times use, operate, maintain and repair the EVRE in compliance with applicable laws, codes and regulations, and in compliance with

the Association's governing documents and rules, including without limitation any and all rules specifically governing the installation, use, operation or maintenance of the EVRE, that may be adopted or amended by the Association from time to time. Vehicles parked in the parking space with the EVRE shall not extend beyond 20 feet from the vertical surface of the curb to avoid impeding the use of the travel lane.

6. All electric power to the EVRE shall be drawn from the Homeowner's own electricity supply. Electricity shall not be drawn from any electric line or facility of the Association or of any other party.
7. The Homeowner understands and assumes any and all risks and costs associated with the installation, use, operation, repair, maintenance and removal of the EVRE. Notwithstanding any other provisions of this Agreement, the Association, its members, directors, officers, committee members, agents, employees and contractors shall have no liability to the Homeowner or to any other party for any claims, losses, damages, injuries, demands, costs, expenses, actions, causes of action, statutory or regulatory violations, or proceedings of any kind, arising in connection with the installation, use, operation, repair, maintenance and removal of the EVRE. The Homeowner shall indemnify and hold harmless the Association, and its members, directors, officers, committee members, agents, employees and contractors, from and against any and all such claims, losses, damages, injuries, demands, costs, expenses, actions, causes of action, statutory or regulatory violations, or proceedings of any kind, including costs and attorneys' fees. The Homeowner's indemnification obligations shall survive termination of this Agreement.
8. The Association, its members, directors, officers, committee members, agents, employees and contractors shall have no liability for claims related to the Homeowner's installation, use, operation, repair, maintenance and removal of the EVRE, including claims related to the unavailability of electricity, electrical surges, or any other damage to the EVRE.
9. The Homeowner shall obtain and maintain liability insurance in such amount as may be required from time to time by the Board, naming the Association and its members, directors, officers, committee members, agents, employees and contractors as additional insured parties. Such insurance coverage shall remain in full force and effect throughout the Term of this Agreement, and shall not be cancelled without 30 days' prior written notice to the Association. If such insurance is cancelled or is not maintained as required herein, the Association shall have the right to terminate this Agreement and shall have the right to require immediate removal of the EVRE. A copy of the Homeowner's insurance policy, or a Certificate of Insurance documenting that the required coverage is in effect, must be provided to the Association before installation of the EVRE, and at any time thereafter, upon written request by the Association. The Homeowner also agrees

to reimburse the Association for any increased insurance premium costs incurred by the Association that may be attributable to presence of the Homeowner's EVRE.

10. The Association, at its expense, shall have the right, after reasonable written notice to the Homeowner, to temporarily remove or relocate the EVRE as necessary in order to perform necessary repairs or maintenance for which the Association is responsible, including without limitation landscaping, paving, etc. After completion of such work, the Association, at its expense, shall have the EVRE reinstalled in its original location.
11. The Association shall have the right to terminate this Agreement and revoke the Homeowner's reserved parking privilege with respect to the Space if the Homeowner is in default under this Agreement or is in default of any of the Homeowner's payment obligations to the Association, after 30 days' written notice to the Homeowner, with a right to cure the default within such 30 day period. Notwithstanding the foregoing, the Association shall have the right to terminate this Agreement immediately, without notice, if the Association determines that the EVRE presents an imminent risk to health or safety. After the initial 3-year term of this Agreement, the Association shall have the right to terminate this Agreement and revoke the License, without cause, on 30 days' written notice. In the event of any termination of this Agreement by the Association, the Homeowner shall reimburse the Association for all costs incurred in connection with such termination, including but not limited to recording fees, administrative costs and legal fees.
12. The Homeowner shall have the right to terminate this Agreement, with or without cause, on 30 days' written notice to the Association, provided, however, that the Homeowner shall remain liable under the terms of this Agreement for any amounts owed but unpaid to the Association as of the date of termination, and for any costs incurred by the Association in connection with termination of this Agreement, including but not limited to recording fees, administrative costs and legal fees.
13. Upon termination of this Agreement, the License shall terminate automatically. If the EVRE remains installed after termination of this Agreement, the Space shall be available for use by any resident or guest in the Community.
14. Not later than 30 days after termination of this Agreement, the Homeowner, at the Homeowner's sole expense, shall have the EVRE, and all related conduit, wiring and other components in the common areas, removed by a licensed, insured electrical contractor and shall have the Space, and any surrounding area that may have been affected by removal of the EVRE, restored to its proper condition by licensed, insured contractors. Should the Homeowner fail to have the EVRE removed and all required restoration work completed within such 30-day period, the Homeowner shall reimburse the Association for all costs incurred by the Association in having such removal and restoration work completed.

15. Any failure or forbearance by the Association to assert or enforce any right or remedy under this Agreement shall not be construed as a waiver of the Association's right to do so on any other occasion. Nothing in this Agreement shall be construed as an election of remedies or as a waiver or limitation of any remedy available to the Association in the event of a breach of this Agreement by the Homeowner. The Association reserves the right to exercise any and all other rights, powers and remedies available to it under applicable law.
16. This Agreement and any matter or dispute arising out of or related to the subject matter of this Agreement, shall be governed, construed, enforced and interpreted in accordance with the laws of the State of Maryland without regard to conflict of laws principles. If any part of this Agreement is adjudged unlawful or unenforceable under Maryland law, the remainder of this Agreement shall survive and remain in full force and effect. Any legal action in connection with this Agreement shall be filed in the Circuit Court of Montgomery County Maryland, or in the District Court of Maryland for Montgomery County, and the Parties consent to such courts' exclusive jurisdiction. In the event of any such legal action, the prevailing party shall be entitled to an award of costs and attorney's fees, in the discretion of the court.
17. This Agreement shall inure to the benefit of and be binding upon the Association and the Homeowner and their respective heirs, successors and assigns. This Agreement shall be recorded in the land records of Montgomery County, Maryland, shall be a covenant running with the land, shall be binding on the Homeowner, and shall automatically be binding on all subsequent owners of the Home, until terminated as provided herein. The Homeowner shall reimburse the Association for all costs incurred in connection with the recording of this Agreement in the land records, or in connection with any termination of this Agreement, including but not limited to recording fees, administrative costs and legal fees. Each subsequent owner of the Home shall be required to provide documentation that the liability insurance coverage required by this Agreement is in effect, as a condition for the continuation of this Agreement.
18. This Agreement shall constitute a "Contract" within the meaning of Section 14-201(b) of the Maryland Contract Lien Act (Md. Code Ann., Real Property Article, Title 14, Subtitle 2, as amended) ("Contract Lien Act"). Any and all charges and other amounts payable by the Homeowner to the Association under this Agreement, including without limitation any and all charges for electrical service, as well as any other amounts owed by the Homeowner to the Association under this Agreement, if not paid when due, shall constitute "Damages" within the meaning of Section 14-201(c) of the Contract Lien Act, and the Association shall have the right to record a lien against the Home to secure payment of all such amounts, along with the Association's costs of collection and attorney's fees, in accordance with Sections 14-202 and 14-203 of the Contract Lien Act, and to enforce such lien as provided in Section 14-204 of the Contract Lien Act. In addition to the foregoing, any and all amounts owed by the Homeowner to the

Association under this Agreement, if not paid when due, also shall be a personal obligation of the Homeowner, and shall be collectible by the Association through legal action against the Homeowner in a court of competent jurisdiction, without waiving any other rights and remedies available to the Association under this Agreement. The Association's rights under this Section shall survive termination of this Agreement.

IN WITNESS WHEREOF, the Parties have signed this Agreement as of the date first set forth above.

HOMEOWNER

HOMEOWNER

DUMONT OAKS COMMUNITY ASSOCIATION, INC.

By: _____

By: _____

_____, President

_____, Secretary

[NOTARY PAGES FOLLOW]

State of _____)
) ss:
_____ County)

I hereby certify, that on this _____ day of _____, 20____, before the subscriber, a Notary Public in the aforesaid jurisdiction, personally appeared _____, and acknowledged the foregoing agreement to be the his/her act.

[SEAL]

Notary Public

My commission expires: _____

State of _____)
) ss:
_____ County)

I hereby certify, that on this _____ day of _____, 20____, before the subscriber, a Notary Public in the aforesaid jurisdiction, personally appeared _____, and acknowledged the foregoing agreement to be the his/her act.

[SEAL]

Notary Public

My commission expires: _____

State of _____)
) ss:
_____ County)

I hereby certify, that on this _____ day of _____, 20____, before the subscriber, a Notary Public in the aforesaid jurisdiction, personally appeared _____, the **President of the Dumont Oaks Community Association, Inc.** and acknowledged the foregoing agreement to be the act of the **Dumont Oaks Community Association, Inc.**

[SEAL]

Notary Public

My commission expires: _____

State of _____)
) ss:
_____ County)

I hereby certify, that on this _____ day of _____, 20____, before the subscriber, a Notary Public in the aforesaid jurisdiction, personally appeared _____, the **Secretary of the Dumont Oaks Community Association, Inc.,** and acknowledged the foregoing agreement to be the act of the **Dumont Oaks Community Association, Inc..**

[SEAL]

Notary Public

My commission expires: _____

**EXHIBIT #1 TO REVOCABLE LICENSE AND INDEMNIFICATION AGREEMENT
FOR ELECTRIC VEHICLE RECHARGING EQUIPMENT**

LOCATION OF EVRE INSTALLATION

[ATTACHED]

EXHIBIT B

DUMONT OAKS COMMUNITY ASSOCIATION, INC.

**REVOCABLE PERMISSION AND INDEMNIFICATION AGREEMENT
FOR ELECTRIC VEHICLE RECHARGING EQUIPMENT ON LYRIC LANE**

THIS AGREEMENT ("Agreement") is entered into as of _____, 20____ ("Effective Date") by and between the Dumont Oaks Community Association, Inc. ("Association"), acting by and through its Board of Directors ("Board") and _____ (collectively, "Homeowner"), the Owner(s) of the dwelling unit and Lot located at ____[ADDRESS]____, Lyric Lane, Silver Spring, Maryland 20901 ("Home"). (The Association and Homeowner are herein collectively referred to as the "Parties.")

RECITALS

- A. The Association is responsible for the maintenance and operation of all common areas in the Dumont Oaks community, and for the regulation of use of all common areas and individual Lots.
- B. Parking Space # _____ (the "Space") is a parking space located on or adjacent to the Lot owned by the Homeowner, ("Lot") that is reserved for the Homeowner's exclusive use, subject to the Association's right to revoke the reservation of the Space if the Homeowner becomes delinquent in payment obligations to the Association.
- C. Homeowner has requested the Association's permission for the installation of electric vehicle recharging equipment ("EVRE") on the Lot or on the exterior of a structure on the Lot for use at the Space.
- D. The Homeowner has submitted a complete application package ("Application") to the Association for approval of the plans and specifications for the proposed EVRE installation, and the Association has approved the Application.
- E. For the Homeowner's convenience, the Association is willing to grant to the Homeowner its approval for the installation, maintenance and use the EVRE on the Lot, adjacent to the Space, subject to the terms and conditions of this Agreement and subject to law.

NOW THEREFORE, in consideration of the foregoing recitals, each of which is made a part of this Agreement, and of the promises and mutual covenants contained herein, the Parties agree as follows:

1. The Association hereby grants to the Homeowner permission for the installation, use and operation of the EVRE on the Lot, subject to the terms and conditions of this Agreement, in accordance with the approved Application, and in accordance

with the Association's Design, Placement and Operational Criteria for EVRE, in the location identified on Exhibit #1 to this Agreement, which is attached hereto. The Parties understand and agree that this Agreement and the Association's permission for the EVRE may be revoked by the Association under the terms hereof. The term of this Agreement ("Term") shall begin on the Effective Date and shall run for 3 years. At the end of the Term, unless earlier terminated, this Agreement shall automatically be renewed for an additional term of 3 years. This Agreement thereafter automatically shall be renewed every 3 years, for subsequent additional terms of 3 years each, until terminated as provided herein.

2. The Homeowner shall have the EVRE installed by the licensed and insured electrical contractor designated by the Homeowner in the approved Application. The EVRE and the installation shall conform to the plans and specifications set forth in the approved Application, and shall comply with all applicable laws, codes and regulations. The installation of the EVRE shall be completed not later than 90 days after the date on which the Association's approval of the Application was issued.
3. The Homeowner shall pay all costs of any modifications, or upgrades that are required to install the EVRE or to provide electrical service to the EVRE, including without limitation additional cables, panels, circuit breakers, dedicated conduits, sub-meters, or other equipment or improvements, and including without limitation all permits, installation costs, inspection costs, signage costs, etc. The homeowner shall be responsible for reimbursing the Association for all costs incurred by the Association in connection with the review of the homeowner's application, in connection with the drafting, recordation and enforcement of this Agreement, and in connection with the exercise of the Association's rights under this Agreement, including but not limited to administrative costs, legal fees and contractor fees. The homeowner shall pay such amounts within 30 days after written notice from the Association. If the homeowner fails to do so, the Association shall have the right to terminate this Agreement and revoke approval for the EVRE, and to take legal action for collection of unpaid amounts.
4. The Homeowner shall have the EVRE maintained at all times in safe condition and good working order and shall ensure that periodic maintenance and repairs are performed to keep the EVRE in safe condition and good working order. All such work shall be performed by qualified, licensed and insured contractors. The Homeowner shall promptly report to the Association any malfunction of the EVRE, and shall immediately notify the Association of any action by the Association that may be necessary to reduce the risk of property damage or personal injury.
5. The Homeowner shall at all times use, operate, maintain and repair the EVRE in compliance with applicable laws, codes and regulations, and in compliance with the Association's governing documents and rules, including without limitation any and all rules specifically governing the installation, use, operation or

maintenance of the EVRE, that may be adopted or amended by the Association from time to time. Vehicles parked in the parking space with the EVRE shall not extend beyond 20 feet from the vertical surface of the curb to avoid impeding the use of the travel lane.

6. All electric power to the EVRE shall be drawn from the Homeowner's own electricity supply. Electricity shall not be drawn from any electric line or facility of the Association or of any other party.
7. The Homeowner understands and assumes any and all risks and costs associated with the installation, use, operation, repair, maintenance and removal of the EVRE. Notwithstanding any other provisions of this Agreement, the Association, its members, directors, officers, committee members, agents, employees and contractors shall have no liability to the Homeowner or to any other party for any claims, losses, damages, injuries, demands, costs, expenses, actions, causes of action, statutory or regulatory violations, or proceedings of any kind, arising in connection with the installation, use, operation, repair, maintenance and removal of the EVRE. The Homeowner shall indemnify and hold harmless the Association, and its members, directors, officers, committee members, agents, employees and contractors, from and against any and all such claims, losses, damages, injuries, demands, costs, expenses, actions, causes of action, statutory or regulatory violations, or proceedings of any kind, including costs and attorneys' fees. The Homeowner's indemnification obligations shall survive termination of this Agreement.
8. The Association, its members, directors, officers, committee members, agents, employees and contractors shall have no liability for claims related to the Homeowner's installation, use, operation, repair, maintenance and removal of the EVRE, including claims related to the unavailability of electricity, electrical surges, or any other damage to the EVRE.
9. The Homeowner shall obtain and maintain liability insurance in such amount as may be required from time to time by the Board, naming the Association and its members, directors, officers, committee members, agents, employees and contractors as additional insured parties. Such insurance coverage shall remain in full force and effect throughout the Term of this Agreement, and shall not be cancelled without 30 days' prior written notice to the Association. If such insurance is cancelled or is not maintained as required herein, the Association shall have the right to terminate this Agreement and shall have the right to require immediate removal of the EVRE. A copy of the Homeowner's insurance policy, or a Certificate of Insurance documenting that the required coverage is in effect, must be provided to the Association before installation of the EVRE, and at any time thereafter, upon written request by the Association. The Homeowner also agrees to reimburse the Association for any increased insurance premium costs incurred by the Association that may be attributable to presence of the Homeowner's EVRE.

10. The Association, at its expense, shall have the right, after reasonable written notice to the Homeowner, to temporarily remove or relocate the EVRE as necessary in order to perform necessary repairs or maintenance for which the Association is responsible, including without limitation landscaping, paving, etc. After completion of such work, the Association, at its expense, shall have the EVRE reinstalled in its original location.
11. The Association shall have the right to terminate this Agreement if the Homeowner is in default under this Agreement or is in default of any of the Homeowner's payment obligations to the Association, after 30 days' written notice to the Homeowner, with a right to cure the default within such 30 day period. Notwithstanding the foregoing, the Association shall have the right to terminate this Agreement immediately, without notice, if the Association determines that the EVRE presents an imminent risk to health or safety. After the initial 3-year term of this Agreement, the Association shall have the right to terminate this Agreement and revoke permission for the EVRE, without cause, on 30 days' written notice. In the event of any termination of this Agreement by the Association, the Homeowner shall reimburse the Association for all costs incurred in connection with such termination, including but not limited to recording fees, administrative costs and legal fees.
12. The Homeowner shall have the right to terminate this Agreement, with or without cause, on 30 days' written notice to the Association, provided, however, that the Homeowner shall remain liable under the terms of this Agreement for any amounts owed but unpaid to the Association as of the date of termination, and for any costs incurred by the Association in connection with termination of this Agreement, including but not limited to recording fees, administrative costs and legal fees.
13. Upon termination of this Agreement, the Association's permission for the EVRE shall terminate automatically. If the EVRE remains installed after termination of this Agreement, the Space shall be available for use by any resident or guest in the Community.
14. Not later than 30 days after termination of this Agreement, the Homeowner, at the Homeowner's sole expense, shall have the EVRE, and all related conduit, wiring and other components, removed by a licensed, insured electrical contractor and shall have the Space, and any surrounding area that may have been affected by removal of the EVRE, restored to its proper condition by licensed, insured contractors. Should the Homeowner fail to have the EVRE removed and all required restoration work completed within such 30-day period, the Homeowner shall reimburse the Association for all costs incurred by the Association in having such removal and restoration work completed.
15. Any failure or forbearance by the Association to assert or enforce any right or remedy under this Agreement shall not be construed as a waiver of the

Association's right to do so on any other occasion. Nothing in this Agreement shall be construed as an election of remedies or as a waiver or limitation of any remedy available to the Association in the event of a breach of this Agreement by the Homeowner. The Association reserves the right to exercise any and all other rights, powers and remedies available to it under applicable law.

16. This Agreement and any matter or dispute arising out of or related to the subject matter of this Agreement, shall be governed, construed, enforced and interpreted in accordance with the laws of the State of Maryland without regard to conflict of laws principles. If any part of this Agreement is adjudged unlawful or unenforceable under Maryland law, the remainder of this Agreement shall survive and remain in full force and effect. Any legal action in connection with this Agreement shall be filed in the Circuit Court of Montgomery County Maryland, or in the District Court of Maryland for Montgomery County, and the Parties consent to such courts' exclusive jurisdiction. In the event of any such legal action, the prevailing party shall be entitled to an award of costs and attorney's fees, in the discretion of the court.
17. This Agreement shall inure to the benefit of and be binding upon the Association and the Homeowner and their respective heirs, successors and assigns. This Agreement shall be recorded in the land records of Montgomery County, Maryland, shall be a covenant running with the land, shall be binding on the Homeowner, and shall automatically be binding on all subsequent owners of the Home, until terminated as provided herein. The Homeowner shall reimburse the Association for all costs incurred in connection with the recording of this Agreement in the land records, or in connection with any termination of this Agreement, including but not limited to recording fees, administrative costs and legal fees. Each subsequent owner of the Home shall be required to provide documentation that the liability insurance coverage required by this Agreement is in effect, as a condition for the continuation of this Agreement.
18. This Agreement shall constitute a "Contract" within the meaning of Section 14-201(b) of the Maryland Contract Lien Act (Md. Code Ann., Real Property Article, Title 14, Subtitle 2, as amended) ("Contract Lien Act"). Any and all charges and other amounts payable by the Homeowner to the Association under this Agreement, including without limitation any and all charges for electrical service, as well as any other amounts owed by the Homeowner to the Association under this Agreement, if not paid when due, shall constitute "Damages" within the meaning of Section 14-201(c) of the Contract Lien Act, and the Association shall have the right to record a lien against the Home to secure payment of all such amounts, along with the Association's costs of collection and attorney's fees, in accordance with Sections 14-202 and 14-203 of the Contract Lien Act, and to enforce such lien as provided in Section 14-204 of the Contract Lien Act. In addition to the foregoing, any and all amounts owed by the Homeowner to the Association under this Agreement, if not paid when due, also shall be a personal obligation of the Homeowner, and shall be collectible by the Association through

legal action against the Homeowner in a court of competent jurisdiction, without waiving any other rights and remedies available to the Association under this Agreement. The Association's rights under this Section shall survive termination of this Agreement.

IN WITNESS WHEREOF, the Parties have signed this Agreement as of the date first set forth above.

HOMEOWNER

HOMEOWNER

DUMONT OAKS COMMUNITY ASSOCIATION, INC.

By: _____

By: _____

_____, President

_____, Secretary

[NOTARY PAGES FOLLOW]

State of _____)
) ss:
_____ County)

I hereby certify, that on this _____ day of _____, 20____, before the subscriber, a Notary Public in the aforesaid jurisdiction, personally appeared _____, and acknowledged the foregoing agreement to be the his/her act.

[SEAL]

Notary Public

My commission expires: _____

State of _____)
) ss:
_____ County)

I hereby certify, that on this _____ day of _____, 20____, before the subscriber, a Notary Public in the aforesaid jurisdiction, personally appeared _____, and acknowledged the foregoing agreement to be the his/her act.

[SEAL]

Notary Public

My commission expires: _____

State of _____)
) ss:
_____ County)

I hereby certify, that on this _____ day of _____, 20____, before the subscriber, a Notary Public in the aforesaid jurisdiction, personally appeared _____, the **President of the Dumont Oaks Community Association, Inc.** and acknowledged the foregoing agreement to be the act of the **Dumont Oaks Community Association, Inc.**

[SEAL]

Notary Public

My commission expires: _____

State of _____)
) ss:
_____ County)

I hereby certify, that on this _____ day of _____, 20____, before the subscriber, a Notary Public in the aforesaid jurisdiction, personally appeared _____, the **Secretary of the Dumont Oaks Community Association, Inc.,** and acknowledged the foregoing agreement to be the act of the **Dumont Oaks Community Association, Inc..**

[SEAL]

Notary Public

My commission expires: _____

**EXHIBIT #1 TO REVOCABLE PERMISSION AND INDEMNIFICATION AGREEMENT
FOR ELECTRIC VEHICLE RECHARGING EQUIPMENT**

LOCATION OF EVRE INSTALLATION

[ATTACHED]

Dumont Oaks Community Association, Inc.

RESOLUTION CONCERNING VIOLATIONS AND ENFORCEMENT

Recitals

- A. All Lots in Dumont Oaks ("Community") are subject to the covenants, restrictions and requirements set forth in the Dumont Oaks Declaration of Covenants and Restrictions, as amended, including any applicable Supplementary Declarations (collectively, "Declaration"), and all Lot owners are deemed to have agreed to abide by the Declaration at the time they purchased their Lots.
- B. Pursuant to Article III of the Declaration, the Dumont Oaks Community Association, Inc. ("Association") was established to manage and administer the Community and to enforce the provisions of the Declaration.
- C. Article I, Section 13 of the Declaration defines the "Governing Documents" to include the Declaration, the Supplementary Declarations, the Articles of Incorporation and Bylaws of the Association, and the Book of Resolutions (including the Rules), all as amended from time to time.
- D. Article III, Section 3(b) of the Declaration provides that the Association's Board of Trustees ("Board") shall have all powers for the conduct of the affairs of the Association which are not specifically reserved to the members of the Association.
- E. Article III, Section 3(c)(2) of the Declaration authorizes the Board to adopt Rules for the use of all property within the Community.
- F. Article VI, Section 1(c) of the Declaration prohibits any exterior alterations or improvements without the prior approval of the Architectural Review Board.
- G. Article VI, Section 2(a) of the Declaration requires each Lot Owner to properly maintain the Lot and improvements therein or thereon, in good order and repair, free of debris, all in a manner and with such frequency as is consistent with good property management.
- H. Under Article III, Section 3(c)(7) of the Declaration and Article XIV of the Bylaws, the Board has the power to take action, including legal action and suspension of membership rights, to enforce the Governing Documents.
- I. Article VI, Section 2(b) of the Declaration provides that, if a Lot Owner fails to fulfill his/her maintenance responsibilities, the Association shall have the right to enter the Lot and perform any necessary work, with all costs thereof to be assessed against the Lot as a Restoration Assessment, in accordance with Article V, Section 5(b) of the Declaration.

J. Article VII, Section 4 grants an easement to the Association to enter upon individual Lots to inspect for violations of the governing documents.

K. Article XIV, Section 2 of the Bylaws provides that the Association may levy reasonable fines for violations of the Governing Documents after following a specified notice and hearing procedure.

L. The Board wishes to adopt new procedures for the enforcement of the Governing Documents.

NOW, THEREFORE, the Board hereby repeals any previously-adopted procedures for the enforcement of the Governing Documents, and adopts the following Resolution.

A. ENFORCEMENT PROCEDURE

1. When the Board or the Association's Managing Agent ("Agent") receives a report of an apparent violation of the Governing Documents, the Agent will send a written notice via **hand delivery or first-class mail** to the person alleged to be in violation ("Respondent"), and to the Owner of the Lot which that person occupies or is visiting if the Respondent is not the Owner. The notice shall specify: (i) the nature of the alleged violation; (ii) the action required to abate the violation; and, (iii) a period of time, not less than **fifteen (15) days**, during which the violation may be abated without further sanction, if the violation is a continuing violation, or a statement that any further violation of the same provision may result in the imposition of sanction after notice and opportunity for hearing if the violation is not continuing. Furthermore, such notice shall request a response to the Board or Agent, within **fifteen (15) days** of the date of the notice, indicating that the violation has been or is being rectified, or requesting a hearing before the Board. The Respondent also may be notified of the alleged violation by e-mail, if the Association has a record of the Respondent's e-mail address. Any e-mail notice will be in addition to, and not in lieu of, notice by hand delivery or first-class mail.

2. Failure by the Respondent to notify the Board or Agent of corrective action or to request a hearing within the stated fifteen (15) days will result in the issuance of a **second notice via hand delivery or first-class mail**. The second notice shall specify: (i) the nature of the alleged violation; (ii) the procedures for requesting a hearing at which the alleged violator may produce any statement, evidence or witnesses on behalf of the alleged violator; (iii) the period of time for requesting a hearing by written request, which may not be less than **ten (10) days** from the giving of notice; (iv) the maximum proposed sanction(s) to be imposed; and (v) a statement that the alleged violator may respond within **fifteen (15) days** of the notice acknowledging in writing that the violation occurred as alleged and promising that the violation will henceforth cease and not recur in order to terminate the pending enforcement activity. will include a warning that fines or other enforcement measures will be imposed if the violation has not been corrected within **fifteen (15) days**.

3. Failure by the Respondent to correct the violation or to request a hearing within fifteen (15) days after the date of the second notice will result in the issuance of a **third notice via hand delivery or first class mail**, imposing a **fine of fifty dollars (\$50.00)** on the Owner of Lot and warning of the possibility of further fines and sanctions, as well as possible legal or other enforcement action, including the Respondent's obligation to pay any attorney's fees and other costs incurred by the Association, unless corrective action is taken within a specified period of time.

4. Exceptions to General Procedure. Notwithstanding any provision herein to the contrary, for **violations requiring immediate correction**, including but not limited those involving the disposal or dumping of refuse/trash/debris, or involving conditions that might pose a danger to health or safety, or involving obstruction of common areas, the Agent is authorized to take appropriate action to remedy the violation at the Violator's expense. For repeat violations by the same party at any time, the Agent will send a **notice via first class mail**, imposing a **fine of fifty dollars (\$50.00)** on the Owner of the Lot (if applicable), in addition to charges for any associated costs, and warning of further fines for any repeated violation, as well as possible legal action, including the Respondent's obligation to pay any attorney's fees and other costs incurred by the Association, unless the violations cease or a hearing before the Board is requested.

5. Hearings. If a Respondent requests a hearing and fails to appear at the hearing, the Board may render a decision based on the information and/or evidence available.

6. The Board may file suit for collection of any fines levied in accordance with these Procedures and any damages which may be incurred as a result of the failure to comply.

7. These Procedures shall not be considered an election of remedies, and the Board may take any and all additional enforcement action(s) to which the Association may be entitled by applicable law.

8. Notwithstanding any provision herein to the contrary, the Board, in its sole discretion, may impose a fine and/or sanctions without a hearing as provided in these Procedures as long as the Respondent is notified, in writing, that he/she has a right to a hearing before the Board. If a hearing is requested, the collection of the fine or any other sanction shall be held in abeyance until a hearing has been held and a decision of the Board of Trustees has been made.

9. Any failure by the Board or the Agent to act on any violation shall not constitute a waiver of the right to take enforcement action on any such violation thereafter. The Association shall be entitled to reimbursement for Attorney's fees and costs in connection with enforcing any provision of its Governing Documents and these Procedures.

10. **Attorneys' Fees and Costs.** The costs of enforcement and reasonable attorneys' fees incurred enforcing, correcting, terminating and/or abating any violation may be assessed against the Lot upon which such violation occurred or against the Respondent or Owner responsible for such violation, and when so assessed, a statement for the amount thereof shall be rendered to the Owner of said Lot or to the Owner or Respondent responsible for such violation, at which time the assessment balance shall become due and payable and a continuing lien upon the Lot owned or occupied by such Owner or such Respondent, and a binding personal obligation of the Owner in all respects (and subject to the same limitations) as provided in the Governing Documents.

11. **Right of Access to Lot or Unit to Inspect for Violation.** The Association shall have the right, through its agents, employees and contractors, to enter upon and inspect the exterior portion of any Lot at any reasonable time for the purpose of performing its duties under the Declaration, including but not limited to ascertaining whether any violation of the provisions of the Governing Documents exist within or upon such Lot; and neither the Association nor any such agent or employee may be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection, and the same shall not incur liability for any damages caused thereby. The Association shall notify the Owner of the time and purpose of an inspection at least three (3) days in advance.

B. INTERPRETATION

This Resolution is intended to serve as a protection to Lot Owners and residents to ensure that their rights are protected and to serve as a guideline for the Board as it carries out its duties to enforce the Governing Documents.

The Board may determine the specific manner in which the provisions of this Resolution are to be implemented, provided that reasonable due process is afforded.

Any inadvertent omission or failure to conduct any proceeding in exact conformity with this Resolution shall not invalidate the results of such proceeding, so long as a prudent and reasonable attempt has been made to ensure due process according to the general steps set forth in this resolution.

C. LEGAL ACTION

Notwithstanding any provision of this Resolution, the Association may initiate legal action at any time without following the procedures set forth herein if, in the judgment of the Board, the interests of the Association so require.

D. APPLICABILITY

Nothing in this Resolution shall apply to actions taken by any third-parties who are not subject to the Association's Governing Documents regardless of whether those actions are taken on behalf of the Association.

E. NON-WAIVER & SEVERABILITY

Nothing in this Resolution is intended to waive or alter the Association's rights under the Association's Governing Documents, policies, and rules and regulations. The provisions in this Resolution shall be severable, and the invalidity of any of this

Resolution shall not impair or affect in any manner the validity, enforceability or effect of the balance of this Resolution or any provision of the Governing Documents.

Approved: February 25, 2025

Dumont Oaks Community Association

RESOLUTION CONCERNING RULES FOR THE USE AND MAINTENANCE OF PRIVATE PROPERTY

WHEREAS, Article VI, Section 1(d) of the Dumont Oaks Declaration of Covenants and Restrictions empowers the Board of Trustees with adopting, from time to time, general rules, including rules to regulate potential problems relating to the use of property;

NOW THEREFORE BE IT RESOLVED by the Board of Trustees of the Dumont Oaks Community Association that the following rules are hereby adopted. This resolution supersedes the rules adopted on August 1, 1990, and revised on September 12, 2000.

1. Refuse/Trash/Debris/Exterior Storage

Trash cans and/or recycling bins may not be stored in front of the property unless they are kept completely out of sight behind approved fences, structures or hedges that are at least as high and as wide as the items stored.

Household items for collection shall be placed at the front edge of the homeowner's property no earlier than 6:00 p.m. of the day prior to the next scheduled collection. Food waste must be contained in covered plastic or metal trash cans and may not be put out for collection in plastic or paper bags.

Empty trash cans and recycling bins shall be removed and placed out of sight no later than the evening of the day of collection.

Items for collection or debris of any kind may not be placed or dumped on common property or in community trash receptacles.

Private lots shall be kept free of debris. Building materials may be stored on private lots only in the course of related building projects and behind houses or structures, so they are not visible from the street.

Tools, toys, landscaping materials and other household items for exterior use shall be kept neatly behind their respective homes so they do not detract from the general appearance of the neighborhood.

2. Exterior Home Maintenance

Home exteriors and exterior fixtures are to be kept in good repair at all times. These include painted surfaces, trim, siding, roofing material, porches, windows,

doors, window and door fixtures, shutters, gutters, downspouts, brickwork, shingles and other exterior fixtures and materials.

3. Private Lawn and Garden Maintenance

Grass shall be maintained at a height never to exceed eight (8) inches. Gardens that are visible from outside their lot are to be kept reasonably free of weeds and overgrowth.

4. Storage of Materials on Common Area

Storage of building, landscaping or other privately owned materials on common area is not permitted.

5. Postings on Community Mailboxes

Postings of any kind are not permitted on community mailboxes. (Community notices should be posted on community bulletin boards.)

Infractions will result in notices, fines and other enforcement actions in accordance with the Resolution Concerning Rules, Infractions and Enforcement adopted by the Board of Trustees on March 22, 2007.

Adopted by the Board of Trustees
March 27, 2007

Dumont Oaks Community Association

C/O The Management Group Associates
20440 Century Boulevard, Suite 100
Germantown MD 20874

**Dumont Oaks Community Association
Approved Regulations for Parking and Vehicles in
Dumont Oaks Townhouse Neighborhoods
2022 Annual Meeting Notice**

July 15, 2022

Dear Dumont Oaks Community Association Member:

Approved Regulations for Parking and Vehicles in Dumont Oaks Townhouse Neighborhoods

Enclosed with this mailing are the Approved Regulations for Parking and Vehicles in Dumont Oaks Townhouse Neighborhoods that was approved by the Association's Board of Trustees at their most recent Board meeting on June 28, 2022. The updated parking and vehicle regulations are effective on September 1, 2022.

2022 Annual Meeting

The 2022 Annual Meeting will take place via ZOOM on **October 25, 2022, at 7:15 p.m.** Please note, this year the election of Board of Trustee Members is separate from the Annual Meeting. Information on the election of Board of Trustee Members will be provided in future mailings. The agenda for the Annual Meeting will include approving the minutes from last year's Annual Meeting, a homeowner's forum and reports from the Board's President and Treasurer. The regular monthly HOA Board meeting will immediately follow the Annual Meeting.

<https://zoom.us>
Meeting ID: 824 2475 1350
Passcode: 20874
Phone: 301-715-8592

A quorum of 5% of the homeowners (29 homes) is required to achieve member quorum and proceed with the 2022 Annual Meeting. Therefore, your presence at the meeting is essential. In accordance with Section 11B-111(6) of the Maryland Homeowners Association Act, if a quorum is not established, then an additional meeting of the Association may be called for the same purpose by a majority vote of the members present in person or proxy. In such event, the additional meeting will take place on **Tuesday, November 22, 2022 at 7:15 p.m.** via Zoom meeting (same zoom meeting access information as above), and the members present in person or by proxy at this additional meeting will constitute a quorum.

Board Meeting Notice / Rescheduled Board Meeting

The Association's Board of Trustees will continue to hold their monthly Board meetings on the fourth Tuesday of every month at 7:15 p.m. via Zoom videoconference (same zoom meeting access information as above). The September Board meeting is rescheduled due to a religious holiday. The new Board meeting date will be Thursday, September 29, 2022, at 7:15 p.m. (same zoom meeting access information as above). The Board of Directors will not be holding a Board meeting during the months of December.

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If you have any questions, please contact me either via email at ecooper@imgaine.com or by phone at 301-948-6666 x164.

Sincerely,

Eric Cooper

Eric Cooper, CMCA, AMS,
Agent for Dumont Oaks

File: DO - IIL6A / I / IIR
EC/mc
Enclosure

- 1) Approved Regulations for Parking and Vehicles in Dumont Oaks Townhouse Neighborhoods

REGULATIONS FOR PARKING AND VEHICLES IN DUMONT OAKS TOWNHOUSE NEIGHBORHOODS

The Board of Trustees hereby repeals any and all previously-adopted regulations for parking and vehicles and adopts the following Regulations for Parking and Vehicles in Dumont Oaks Townhouse Neighborhoods. Dumont Oaks Community Association monitors and enforces the parking in the Townhouse Neighborhoods. Montgomery County regulates and enforces parking on Prelude Drive, Oak Leaf Drive and streets in the single-family neighborhoods. None of the provisions contained in these regulations shall be interpreted in a way that would conflict with any applicable municipal, state, or federal laws or regulations.

Exceptions: These regulations do not pertain to the following:

- Motor vehicles, trailers, etc. concealed on private property in garages or screened enclosures approved by the Architectural Review Board and,
- Vehicles parked temporarily to perform maintenance, deliver goods, move households, or other valid temporary parking of vehicles.

DEFINITIONS

Townhouse Neighborhoods -- Dumont Oaks Community Association defined neighborhoods with only townhouses.

Baroque Square -- Baroque Road

Juilliard Park -- Crescendo Way, Crescendo Place, Encore Drive and Finale Terrace

Lyric Woods -- Lyric Lane

Maple Ridge -- Concerto Lane and Sonata Way (south of Oak Leaf Drive)

Prelude Manor -- Legato Way and Legato Terrace

Townhouse Neighborhood Reserved Parking Spaces -- Parking spaces in Townhouse Neighborhoods designated for single-vehicle parking and assigned to specific townhouses (indicated by white lines and the word "Reserved"). Signs will be posted prominently in each Townhouse Neighborhood to indicate that parking is for the private use of residents and their guests, subject to the regulations of the Dumont Oaks Community Association.

Townhouse Neighborhood Open Parking Spaces -- Legal parking spaces in Townhouse Neighborhoods for single-vehicle parking, but not assigned to specific townhouses.

PARKING VIOLATIONS

Class A Parking Violations -- Violations for which warnings are given before further action is taken:

1. Restricted Vehicle/Machinery Violation -- Any Restricted Vehicle/Machinery parked anywhere in Dumont Oaks Townhouse Neighborhood parking lots. Restricted vehicles includes any commercial, recreational or other vehicle, other than those excepted in the Preamble of these Regulations, that meet one or more of the following criteria:
 - a. Has graffiti on portions of the vehicle visible to passersby.

- b. Has lettering greater than 3 inches in height.
 - c. Has a length greater than 20 feet (including any objects affixed to the vehicle).
 - d. Has a height greater than 8 feet (not including radio antennas).
 - e. Has openly displayed tools of trade, e.g., welding equipment, ladder racks, pipe racks, etc.
 - f. Has more than 2 axles (other than 3-axle pickup trucks).
 - g. Trailer/Camper — Any non-motorized vehicle which is normally drawn by another vehicle.
 - h. Boat -- Self-explanatory.
 - i. Junk Vehicle — Any vehicle that appears to be unsafe and/or undrivable, given its damaged exterior and/or evidence of probable unsafe condition.
 - j. Machinery — Self-explanatory
2. **Stored Vehicle Violation** -- Any vehicle that remains parked and unmoved in Dumont Oaks Townhouse Neighborhood Parking Lots beyond the stored vehicle limits below:
- a. Townhouse neighborhood reserved parking spaces -- Unlimited, if not in violation of other parking area regulations.
 - b. Townhouse neighborhood open parking spaces on streets with 1 reserved space per unit -- Fourteen (14) calendar days. Currently includes Sonata Way, Concerto Lane and Baroque Road.
 - c. Townhouse neighborhood open parking spaces on streets with 2 reserved spaces per unit -- Seven (7) calendar days. Currently includes Finale Terrace, Encore Drive, Crescendo Way, Crescendo Place, Lyric Lane, Legato Terrace and Legato Way.
- Exception for townhouse streets with one reserved space per unit: If a resident has a valid reason for parking his or her vehicle in Dumont Oaks Townhouse Neighborhood Parking Lots for a period exceeding the Stored Vehicle Limit (such as extended business or vacation travel), he or she will be granted permission to exceed the Stored Vehicle Limits by the Management Agent or Company upon written or verbal request prior to the time the vehicle is left. This exception does not apply to townhouse streets with two reserved spaces per unit, due to the limited number of open spaces.
3. **General Parking Violation** -- Any vehicle not displaying current, government-issued registration.
4. Vehicles, including any objects affixed to the vehicle, are prohibited from extending more than 20 feet beyond the vertical face of the curb into the driving lane.

Class B Parking Violations -- Violations for which no warnings are given before further action is taken:

1. Parked illegally.
2. Parked on common grounds.
3. Fire Lane Violation -- Any vehicle parked in a Fire Lane (marked by yellow curb).
4. Reserved Parking Violation --- Any vehicle parked in a marked, Townhouse Neighborhood Reserved Parking Space without the permission of the designated resident.
5. Unsafe Parking Violation -- Any vehicle that is parked in a travel lane (e.g., double parked) OR in Dumont Oaks Townhouse Neighborhood Parking Lots in such a fashion that it prevents another vehicle from safely traveling on the street or exiting a parking space, street or driveway.
6. Multiple-Vehicle Parking Violation - More than one vehicle (other than motorcycles) are parked in one designated parking space (Townhouse Neighborhood Reserved Parking Space OR Townhouse Neighborhood Open Parking Space).
7. Hazardous Vehicle/Machinery Violation - Any Hazardous Vehicle/Machinery, parked anywhere in Dumont Oaks Townhouse Neighborhood parking lots, Hazardous Vehicle/Machinery includes any vehicle/machinery that appears to be a safety hazard to passersby; due to exterior sharp edges and breaks in the auto body, or accessible dangerous interiors that could cut or cause other injury, especially to children playing around on or in the vehicle.

ENFORCEMENT PROCEDURES FOR TOWNHOUSE NEIGHBORHOODS
(Note: Montgomery County enforces the County laws for parking on County roads)

Enforcement of Class A Parking Violations -- Violations for which warnings are given before further action is taken:

1. The Management Agent or Company shall notify the owner thereof that a violation exists by placing a Warning Notice on the vehicle/machinery in violation, requesting the owner to correct the violation within seven (7) calendar days, not ending on a weekend or Federal holiday. This Warning Notice will serve as the owner's only notice before uncorrected situations shall result in further enforcement action as for Class B Violations.
2. Residents can initiate action by calling or writing the Management Agent or Company to request a Warning Notice.
3. A warning notice will not be given for any parking violation that occurs within 180 days of a prior violation notice of the same type (i.e., Class A Parking Violations 1, 2 or

3), involving the same vehicle. In such cases, the vehicle/machinery is subject to immediate removal or other action as described below for Class B Violations.

Enforcement of Class B Parking Violations -- Violations for which vehicles are given no warning before further action is taken:

1. The Management Agent or Company shall arrange for the removal (towing) of the vehicle/machinery.
2. ONLY the Management Agent or Company is authorized to arrange for enforcement. Residents may initiate action by calling or writing the Management Agent or Company to request enforcement. (During working hours, call 301-948-6666. The after-hours emergency phone number is the same, just follows the prompts for emergencies).
3. Towing and storage charges or damage incurred in the process, if any, shall be the responsibility of the owner of the vehicle.

APPEAL PROCEDURES

The owner of any vehicle/machinery that is given a Warning Notice within Townhouse Neighborhoods or removed from the community for a parking violation may appeal the violation in writing to the Board of Trustees as follows:

1. The appeal must be received by the Agent in writing within the warning period indicated on a Warning Notice or within seven (7) calendar days, not ending on a weekend or Federal holiday, of the vehicle's removal for Parking Violations Subject to Immediate Removal.
2. The written appeal may be delivered in any manner, including fax, e-mail, overnight or express mail, messenger, regular mail, certified or registered mail, or in person.
3. Upon receipt of appeal, all action to remove the vehicle from the community will cease until the Board of Trustees has disposed of the appeal.
4. The Board will consider the appeal at the next regularly scheduled meeting following receipt of the appeal.
5. The person appealing will be notified of the meeting date, time and place in writing and, if necessary because of short lead time before the next meeting, by telephone, and may present his/her case at that meeting.
6. If the action is successfully appealed by the owner, any towing or storage costs will be reimbursed from Community Association funds.

Approved Date: June 28, 2022

Effective Date: September 1, 2022

Dumont Oaks Community Association Resolution
Removal of Trees and Shrubs on Owner Property

The Association's Supplementary Declaration of Covenants and Restrictions state (Section 14 Vegetation) in part "No live trees with a diameter in excess of 4 inches, measured 12 inches above the ground, nor trees in excess of 2 inches in diameter, similarly measured, which are generally known as flowering trees...or as broad leaf evergreens...no live vegetation on slopes of greater than twenty-five percent gradient...may be cut without prior approval of the Architectural Review Board (ARB)." The Board of Trustees (Board) feels that the community's trees and shrubs are an asset of the community. The Board also recognizes that over time, trees and shrubs located around houses may outlive their useful life. They may in certain instances even detract from the property value, create a potential hazard to life or property or otherwise become a problem. Storms have in the past caused significant damage to properties from falling trees. Sometimes certain species or varieties of trees or shrubs were planted in locations that were not appropriate for the mature size of the tree or shrub. It is generally the intent of the Board that landscaping decisions are personal choices of the homeowner, and that uniformity of the trees and shrubs is not an objective. Therefore, the Board of Trustees directs the Architectural Review Board to use the following guidelines in addition to the Association's Supplementary Declaration of Covenants and Restrictions (Declaration) when reviewing homeowner applications that request the removal of live trees or other vegetation specifically governed by the Declaration.

The ARB shall review all applications for removal of live trees which measure 4 inches in diameter or flowering trees which measure 2 inches in diameter. The application shall clearly state the reason for removal. Valid reason(s) for removal include, but are not limited to,

- disease of the tree;
- limbs are dying back or it is losing branches;
- major tree limbs showing signs of poor health such as cracking or decay;
- tree is too close to house, deck, fence or driveway (e.g. where continued growth would risk property damage or impede the homeowner's enjoyment of their property);
- tree roots growing above ground and damaging the lawn or landscaping;

-tree is leaning towards house and may cause significant property damage if it falls;

-tree has become too large for location;

-tree roots are damaging sidewalk or foundation;

-tree is creating too much shade for remainder of landscaping to thrive;

-tree species not appropriate for residential landscape;

-severe allergy to particular tree species (e.g. pine pollen);

-tree removal in connection with a project on house or property; or

-other reasons shall be reviewed on a case by case basis.

The ARB shall approve or deny the application on its merits. Landscaping decisions are considered to be the personal choice of the homeowner. Consequently, the approval shall not be contingent upon or otherwise require the homeowner to plant another tree or modify their landscaping. If the request is denied, the ARB shall provide an explanation of and justification for why the homeowner's request is unreasonable under the circumstances. If denied the homeowner has the right to appeal the ARB decision to the Board. The ARB shall approve or deny the application as quickly as possible, but within 45 days of the date of the postmark or date of electronic transmittal. If the homeowner has not received a response within 45 days the application shall be deemed approved.

In the event of an emergency, where a homeowner believes his/her property is threatened by damage if corrective action is not immediately taken, the above procedures will be inoperative and the following action will provide for the necessary approval. The homeowner must contact the President of the Association, the Chairman of the ARB or the Association's Management Agent. The person contacted will assure that either a member of the Board, the ARB, or the Management Agent will inspect the tree(s) within 48 hours and provide the homeowner with the necessary approval if the condition warrants.

In the event a homeowner removes any live tree without prior approval, the Board may call a public hearing to review the issue. The homeowner will have an opportunity to present his/her position to the Board. The homeowner may make their presentation in writing or attend the hearing in person. Prior to the hearing, the Board may have its expert inspect the property and provide the Board with the expert's opinion. After reviewing the response from the homeowner or at the

conclusion of the hearing, if the Board finds that the homeowner's actions were without merit, the Board may assess the homeowner an appropriate fine not to exceed \$250.00 per tree or \$500.00 per incident. The homeowner will be liable for any associated costs such as legal fees and court costs if required. In the event the Board finds the homeowner action was reasonable, no further action will be taken.

The above stated Board policies do not preclude the Association from taking any other action it deems appropriate to enforce the provisions of the Declaration of Covenants and Restrictions

Adopted: 9/27/88
Effective: 10/01/88

Amended: 7/26/05
Effective: 9/1/05

Amended: 11/26/13
Effective: 1/1/14

Approved By: Board of Trustees
Dumont Oaks
Community Association

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DUMONT OAKS COMMUNITY ASSOCIATION, INC.

POLICY RESOLUTION

POTENTIALLY DANGEROUS DOGS

Recitals

A. Article III, Section 3(e) of the Dumont Oaks Declaration of Covenants and Restrictions ("Declaration") provides that the Board of Trustees ("Board") shall have all of the powers necessary for the administration of the affairs of the Association, including the adoption of rules and regulations.

B. Article VI, Section 1(d) of the Declaration specifically authorizes the Board to adopt rules governing "the keeping of animals" in the Dumont Oaks community ("Community").

C. In view of recent litigation and legislation concerning attacks by dangerous dogs, the Board deems it appropriate for the protection of the Association and its members to adopt certain rules.

NOW, THEREFORE, the Board hereby adopts the following rules:

1. As provided in Section 3-1931 (a) of the Courts and Judicial Proceedings Article of the Annotated Code of Maryland, as amended, if a dog has caused personal injury or death, there is a rebuttable presumption that the owner of the dog knows, or should know, that the dog has vicious or dangerous propensities. Any dog that has caused personal injury or death shall be referred to in these rules as a "Potentially Dangerous Dog."

2. The owner of a Potentially Dangerous Dog shall be responsible for ensuring that the dog does not attack or endanger any persons or other animals on the Common Area, and, subject to Maryland law, shall be responsible for any injuries or damages resulting from such an attack.

3. Whenever on the Common Area, every Potentially Dangerous Dog shall at all times be muzzled and be kept on a short, sturdy leash, under the control of an adult.

4. If the foregoing requirements are not met, the Potentially Dangerous Dog shall no longer be permitted on the Common Area at any time, and the Board, in its sole discretion, shall have the right to require the dog to be permanently removed from the Community.

Approved: July 22, 2014
Effective: July 22, 2014

Dumont Oaks Community Association

CONFLICT OF INTEREST POLICY

Article VI, Section 8(j), of the Association's Bylaws states that it shall be the duty of the Board of Trustees to "exercise their powers and duties in good faith, with a view to the interest of the Corporation and to this end adopt appropriate guidelines for action on matters where a potential conflict of interest may exist."

Accordingly, the following policy is hereby enacted:

In the case of any contract or transaction between the Dumont Oaks Community Association and a Board member, the management company or its agent, or any entity in which the trustee or management company or agent has a material financial interest, such a contract or transaction may be accepted only if the following conditions are met:

- 1) the facts surrounding the Board member's, management company's or agent's financial interest are fully disclosed to the Board before the contract or transaction is completed;
- 2) the interested Board member or agent does not attempt to influence the Board's decision on the matter;
- 3) the contract or transaction is approved by a majority of the Board members without counting the vote of the interested Board member, who will be excused from voting on the matter; and
- 4) the contract or transaction is fair and reasonable to the Association, that is, that it results in a product or service that is of acceptable quality and conveyed for a fair price.

In any case where the Board member's, management company's or agent's financial interest has not been disclosed to the Board of Trustees beforehand, or not approved beforehand by a majority of disinterested Board members, the contract or transaction will be void.

Furthermore, the Board shall inquire of any contractor or bidder seeking to transact business with the Association whether any Association member (homeowner) has any interest in, or affiliation with, said contractor or bidder. If any interest or affiliation is determined to exist, the Board will determine what measures are necessary to ensure that the transaction is fair and reasonable to the Association.

Adopted by the Board of Trustees

January 23, 2001

Effective: January 23, 2001

Dumont Oaks Community Association ELECTION PROCEDURES

In accordance with Article VIII of the Dumont Oaks Community Association Bylaws, the Board of Trustees shall appoint annually an ad hoc Elections Committee not later than three (3) months prior to the date of the election. The Committee shall consist of a Chairperson who may not be a Trustee, and additional Members, none of whom shall be candidates for office. It shall be the duty of the Committee to provide supervision of the nomination and election of Trustees in accordance with procedures adopted by the Board, as follows:

1. Method of Voting and Date of Election

Article IV, Section 4 of the Bylaws allows elections to be decided by a ballot vote at a meeting or by mail or at polling places designated by the Board. Each year the Board shall determine the method of voting (e.g., at the annual meeting or mail-in vote) and set the date of the election. The Board of Trustees shall set the date on which the newly elected Trustees fill their seats, but generally it will be January 1, if the election is held in October or November.

2. Search for Nominees: Circulate and Receive Applications of Candidacy

The Elections Committee shall seek out qualified candidates for open neighborhood and at-large Board seats through various means including but not limited to the Community newsletter, special Community mailings (including electronic), Community Website and other means of communication, informal networking, and recommendations from resigning Trustees and other Association Members.

Not later than nine (9) weeks before the election, the Committee shall establish and circulate, by mail, an Application for Board of Trustee form (statements of candidacy) to all Association Members, along with the first notice of the annual meeting generally held in October, if applicable. The applications shall be filed with the Elections Committee, in a mailing or delivery process specified by the committee, not later than four (4) weeks before the election.

3. Circulate Ballots and Proxies

The Elections Committee may design and shall approve the format and wording of ballots, proxy forms, and instructions to voters so as to assure the following:

1) ease of understanding by voters, 2) confidentiality of votes for specific candidates for office, 3) proxy requirements for establishing a quorum for the annual meeting, if applicable, regardless of whether ballots are cast for candidates for election, and 4) fairness in campaigning and soliciting votes.

Not later than three (3) weeks before the election, the Elections Committee shall circulate by mail to all Members from each neighborhood: a) proxy and/or ballot forms containing the names of all qualified candidates for Trustee for their respective neighborhoods, plus any at-large candidates. The forms shall provide the option for write-in candidates for each position; and b) a second notice of the annual meeting, if applicable.

4. Hold Election

Elections shall be held by a ballot vote at an annual meeting or by mail or at polling places.

Each Member may vote, in person or by proxy, or by mail, for a candidate for his or her open neighborhood seat, and for a candidate running for each of the open at-large seats. Candidates receiving the largest number of votes shall be elected. In the event of a tie, the Election Committee will conduct a random drawing of the tied candidates.

5. Tally Votes and Report Results

The Elections Committee shall receive and tally all ballots and proxies as expeditiously as possible, and in a manner that ensures accuracy of voter choices for candidates. The Management Agent and staff may assist in the tallying of votes. The results shall be reported to the Board of Trustees before the conclusion of the annual meeting, if applicable.

Throughout the nomination and election cycle, the Elections Committee will be assisted as required by the Management Agent and staff. The Agent shall be responsible for assuring that all Member lists supporting the nomination and election process are accurate and up-to-date.

Approved by the Board of Trustees
6/27/2006

Revision Approved by the Board of Trustees
8/31/2020

Dumont Oaks Community Association
Silver Spring, Maryland 20901

NEIGHBORHOODS

Baroque Square

Baroque Road

Lyric Woods

Lyric Lane

Quaint Acres

Symphony Woods Drive
Symphony Woods Lane
Symphony Woods Court
Adagio Terrace
Maestro Terrace

Classical Knolls

Classical Lane
Oak Leaf Drive
Prelude Drive
Prelude Court
Opera Court

Maple Ridge

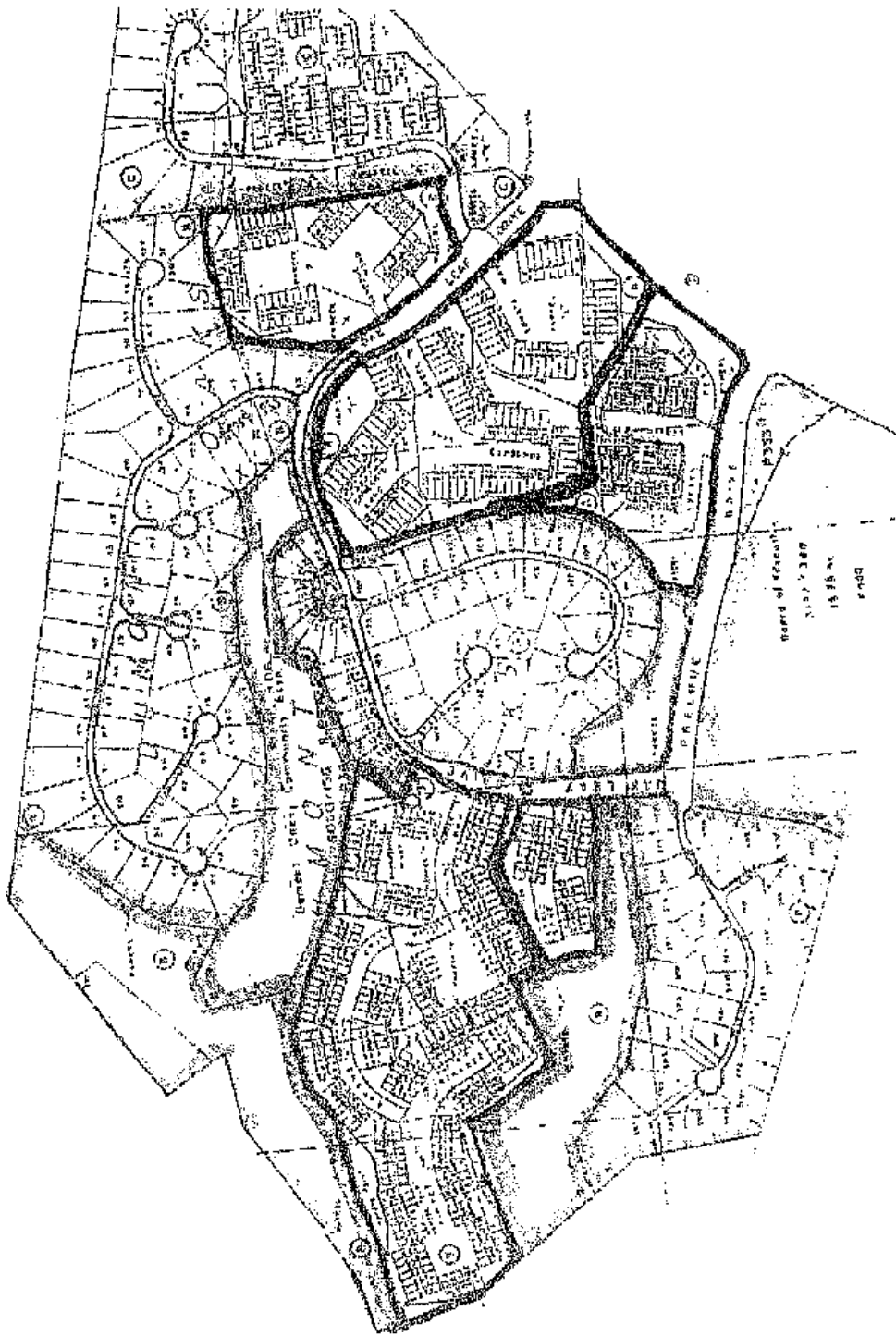
Concerto Lane
Sonata Way (south of
Oak Leaf Drive)

Juilliard Park

Crescendo Way
Crescendo Place
Encore Drive
Finale Terrace

Prelude Manor

Legato Way
Legato Terrace



Legend
Area of street
Area of lot

Dumont Oaks Community Association
APPLICATION FOR BOARD OF TRUSTEES

Name: _____

Address: _____

Telephone: _____

Email: _____

Board Position: Ward 1: _____ Ward 2: _____ Ward 3: _____ At-Large: _____

I wish to submit my application to serve as a member of the Board of Trustees for the position indicated above. I have reviewed the qualifications for a trustee's position as set out in the governing Documents. I am qualified and willing to serve as a member of the Board.

I have also reviewed the responsibilities of the Board of Trustees. I wish to share with the members the reasons that I am qualified to serve and my goals for this community (e.g., experience, skills, recommendations to improve our community and encourage resident's involvement):

You may answer on a separate page, limiting your total response to no more than two pages (this page plus one additional). Your statement will be mailed to community members to read prior to voting in the Board of Trustees election.

Signed

Please submit this application to The Management Group Associates, 20440 Century Blvd., Suite 100, Germantown, MD 20874. You may also submit the form by email to ecooper@tmga-inc.com or fax to 301-948-6663.

RECYCLING BASICS

RECYCLE MORE NOW
FOR CLEANER LAND, AIR AND WATER

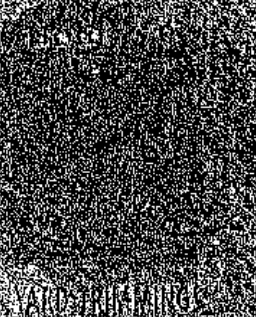


GLASS BOTTLES & JARS

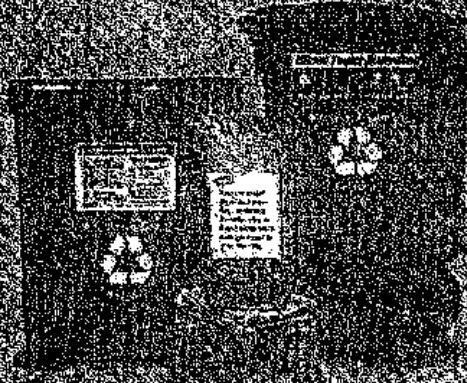
PLASTIC BOTTLES & CONTAINERS

NO PLASTIC BAGS!

PLASTIC BAGS ARE NOT ACCEPTED IN THE
RECYCLING PROGRAM. THEY ARE A MAJOR
POLLUTANT AND CAN CAUSE FIRES.



WASTE RECYCLING



CANS & FOIL PRODUCTS



DEPARTMENT OF ENVIRONMENTAL PROTECTION

DEPARTMENT OF ENVIRONMENTAL PROTECTION

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MIXED PAPER AND CARDBOARD



16101/16105 Frederick Road, Derwood

Printed on recycled and recyclable paper

Montgomery County, Maryland • Recycling FACT SHEET

Aluminum & Bi-Metal Cans and Products



What types of materials may be recycled?

Aluminum and bi-metal (steel/tin) containers of all shapes and sizes can be recycled. All metal food, beverage and pet food cans, aluminum cans, foil, pie plates, food trays, and tins from cookies, fruit cakes, popcorn, and similar items are recyclable. For information about larger metal items, see our recycling fact sheet on *Scrap Metal*.

How do you recycle this product?

Residents of Single-Family Homes:

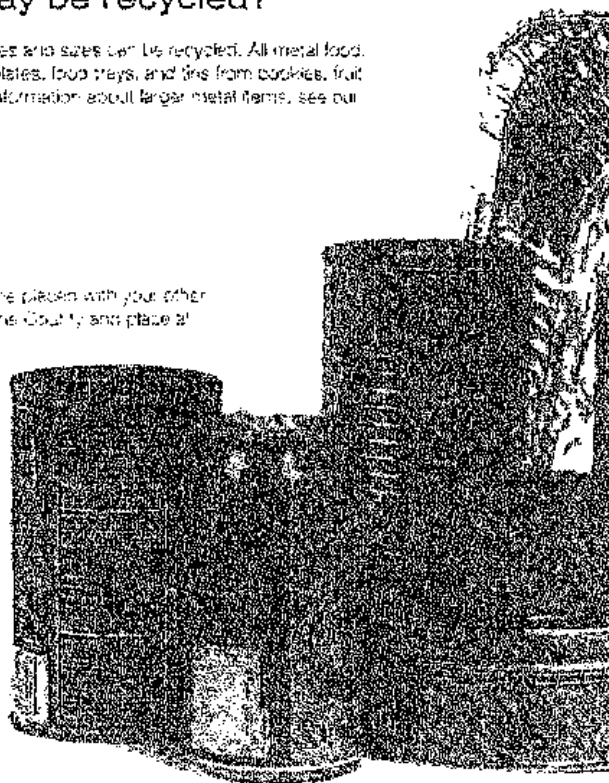
Aluminum and bi-metal cans and foil products should be placed with your other **commingled materials** in your blue bin provided to the County and placed at curbside for pick-up.

Multi-Family Properties:

Place these recyclables in containers labeled **commingled materials**. Recycling containers are often located near outdoor trash containers on your property or in a common area in your building. Check with your property manager if you have any questions.

Businesses:

Place these materials in either individually labeled recycling containers or in recycling containers labeled **commingled materials** provided by your business or property manager.



Follow these rules when recycling this material:



**DO NOT Crush
Aluminum Cans**



**Labels
OK**



**Empty and
Rinse**



**If Lid is Detached,
Dispose of Lid in Trash**



**No Plastic
Bags**



No Aerosol Cans

Aluminum & Bi-Metal Cans and Products

Recycling is the Law.

Executive Regulation 15-04AM
requires recycling of
Aluminum & Bi-Metal Cans and Products.

What kind of aluminum products can I
recycle? Do I have to do anything with
them before I put them in the recycling bin?

All aluminum cans and aluminum foil products can be put
in your commingled recycling bin. DO NOT crush aluminum
cans. All cans should be rinsed. Make sure all aluminum foil
is rinsed and free of any food.

What other kinds of metal cans are
recyclable?

All steel and tin food, beverage, and pet food containers can
also be put in your commingled recycling bin. There is no
need to remove the labels before recycling. Be sure to rinse
these containers. If the metal lid becomes detached, please
dispose of it in the trash.

Help Reduce Waste

One way to reduce waste is to buy in bulk. Purchase larger
size containers instead of single-use containers. Buy prod-
ucts that are packaged in materials that can be recycled in
Montgomery County.

Close the Loop

Be sure to buy products made with recycled materials.
Most of the recycled aluminum cans are used to make new
aluminum cans, but some are used to create folk art and
jewelry. Recycled steel/tin cans are used to make new cans
for food and pet food products. Steel materials are also used
to make a variety of new steel products including bicycle
frames, ladders, shelving, indoor/outdoor furniture, file
cabinets, and auto parts.



Office Products
& Supplies

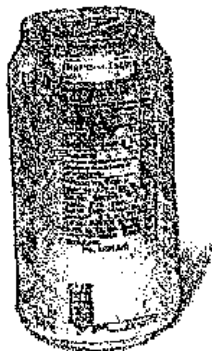


Food & Beverage
Containers

Did you know?

Recycling one aluminum
can saves enough energy
to power a television set
for 3 hours?

Recycling aluminum uses
96 percent less energy to
make a new can than
using virgin materials.



How do I know if I am buying products
made from recycled materials and where
do I find them?

Look for the "made with recycled content" symbol. ♻️
When it is on a package, you can be sure that the product
is made with recycled materials. Recycled products are
available from many sources including grocery, department,
and hardware stores, so it is not necessary to shop at a
specialty store to find them.



For more information, contact:
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DUMONT OAKS DECLARATION OF
COVENANTS AND RESTRICTIONS

THIS DUMONT OAKS DECLARATION OF COVENANTS AND RESTRICTIONS ("Declaration") is made this 25th day of March, 1981, by the DUMONT OAKS CORPORATION.

WITNESSETH:

WHEREAS, Developer is the owner of the real property described in Exhibit A of this Declaration and desires to create thereon the first section of the Community of DUMONT OAKS which community may have a planned mix of land uses, including, but not limited to, various housing types, permanent parks, open spaces and community facilities for the benefit of said Community; and

WHEREAS, Developer desires to provide for the preservation and enhancement of the property values, amenities and opportunities in said Community contributing to the personal and general health, safety and welfare of residents and for the maintenance of the land and improvements thereon, and to this end desires to subject the real property described in Exhibit A together with such additions as may hereafter be made thereto (as provided in Article II) to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, to provide a means for meeting the purposes and intents herein set forth and the intents and requirements of the County of Montgomery, Maryland, the Developer has incorporated

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under the laws of the State of Maryland the DUMONT OAKS COMMUNITY ASSOCIATION, INC.

NOW, THEREFORE, the Developer declares that the real property described in Exhibit A, and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth;

AND FURTHER, the Developer hereby delegates and assigns to the DUMONT OAKS COMMUNITY ASSOCIATION, INC. the powers of owning, maintaining and administering the Common Area, administering and enforcing the covenants and restrictions, collecting and disbursing the assessments and charges hereinafter created, and promoting the recreation, health, safety and welfare of the residents.

ARTICLE I

DEFINITIONS

Section 1. "Approval" shall mean and refer to the issuance by any public agency of written approval, or any written waiver of approval rights or a formal letter stating "no objection".

Section 2. "Assessable Unit" shall mean and refer to any real property within the Properties which is subject to assessments, as provided in Article V.

Section 3. "Book of Resolutions" shall mean and refer to the document containing the rules and regulations and policies of the Corporation as they may from time to time be amended.

Section 4. "Builder" shall mean and refer to a person or

entity which acquires a portion of the Properties for the purpose of improving such portion in accordance with the Development Plan for resale to Owners, or as a Multi-Family Rental Unit.

Section 5. "Common Area" shall mean and refer to all real property and improvements thereon owned or leased by the Corporation for the use and enjoyment of the Members.

Section 6. "Corporation" shall mean and refer to DuMONT OAKS COMMUNITY ASSOCIATION, INC., its successor and assigns.

Section 7. "Declaration" shall mean and refer to the covenants, conditions and restrictions and all other provisions herein set forth in this entire document, as the same may from time to time be amended.

Section 8. "Developer" shall mean and refer to the DUMONT OAKS CORPORATION, its successors and assigns; provided, however, that no successor or assignee of the Developer shall have any rights or obligations of the Developer hereunder unless such rights and obligations are specifically set forth in the instrument of succession or assignment or which pass by operation of law. The rights and obligations set forth herein of the Developer, as Developer, shall cease when new Living Unit construction contemplated by the Development Plan is substantially completed or after five years have lapsed since the filing of the last Supplementary Declaration establishing a Neighborhood, except as provided in Article IX, Section 2., hereinafter.

Section 9. "Development Plan" shall mean and refer to the total "Conceptual Development Plan" of intended uses of the Properties as approved by Montgomery County Planning Board, and

as illustrated in Exhibit B hereof, as may be amended from time to time, and as further defined in Article II, Section 3.

Section 10. "Federal Mortgage Agencies" shall mean and refer to those Federal Agencies who have an interest in the Properties, such as the Federal Housing Administration, the Veterans Administration, the Federal National Mortgage Association and the Federal Home Loan Mortgage Corporation, or successors to their interests.

Section 11. "First Mortgagee" shall mean and refer to an Institutional Lender who holds the first deed of trust or mortgage on a Lot or Living Unit and who has notified the Corporation of its holdings.

Section 12. "Founding Documents" shall mean and refer to the Articles of Incorporation of the Corporation, the Declaration, Supplementary Declarations, and the Corporation By-Laws, all as initially drawn by the Developer and filed and recorded as the case may be, and all as may be duly amended from time to time.

Section 13. "Governing Documents" shall mean and refer collectively and severally to the Founding Documents and the Book of Resolutions, as such may be amended from time to time.

Section 14. "Institutional Lender" shall mean and refer to one (1) or more commercial or savings banks, savings and loan associations, trust companies, credit unions, industrial loan associations, insurance companies, pension funds, or business trusts, including but not limited to, real estate investment trusts, and any other lender regularly engaged in financing the

purchase, construction, or improvement of real estate, or any assignee of loans made by such a lender, or any private or governmental institution which has insured a loan of such lender, or any combination of any of the foregoing entities.

Section 15. "Lead Lender" shall mean and refer to the First Mortgagee holding the greatest number of first deeds of trust on Lots.

Section 16. "Living Unit" shall mean and refer to any portion of a structure situated upon the Properties designed and intended for use and occupancy as a residence by a Single Family.

Section 17. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision Plat of the Properties, including but not limited to, any condominium unit created under the Condominium Act of Maryland, as such may be amended from time to time, with the exception of Common Area as heretofore defined, permanent parks, open spaces, streets, parking lots.

Section 18. "Members" shall mean and refer to members of the Corporation which shall consist of all Owners and all Occupants.

Section 19. "Multi-Family Rental Structure" shall mean and refer to a structure owned by a single entity with two or more Living Units under one roof.

Section 20. "Neighborhood" shall mean and refer to one or more Lots which are subject to the same Supplementary Declaration.

Section 21. "Neighborhood Common Area" shall mean and refer to portions of the Common Area which are designated as Neighborhood Common Area in the Governing Documents and which are

for the primary use and enjoyment of Members residing in such Neighborhood.

Section 22. "Notice" shall mean and refer to (1) written notice delivered personally or mailed to the last known address of the intended recipient, or (2) notice published at least once a week for three (3) consecutive weeks in a newspaper having general circulation in Montgomery County, Maryland, or (3) the newsletter of the Corporation delivered personally or mailed to each Member.

Section 23. "Occupant" shall mean and refer to an occupant of a Living Unit who is the Owner or contract purchaser or lessee or sublessee who holds a written lease having an initial term of at least twelve (12) months.

Section 24. "Owner" shall mean and refer to the record holder of the fee simple title to any Lot, whether one or more persons or entities, including contract sellers; the term shall exclude those having such interest merely as security for the performance of an obligation.

Section 25. "Properties" shall mean and refer to all real property which is hereby subjected to the Declaration, together with such other real property as may from time to time be annexed thereto under the provision of Article II hereof.

Section 26. "Quorum of Members" shall mean and refer to the representation by presence or proxy of Members who hold more than thirty-five percent (35%) of the outstanding votes of each voting class.

Section 27. "Quorum of Owners" shall mean and refer to the

representation by presence or proxy of Members who hold at least seventy-five percent (75%) of the outstanding Class A votes and the representation by presence or proxy of the Class C Member so long as it shall exist.

Section 28. "Registered Notice" shall mean and refer to any Notice which has been signed for by a recipient or has been certified by the U. S. Postal Service or other entity as having been delivered to the address of the intended recipient. Failure by refusal of an intended recipient to acknowledge such Notice shall nevertheless constitute receipt when such refusal is witnessed by two other people.

Section 29. "Single Family" shall mean and refer to a single housekeeping unit which includes not more than three (3) adults who are legally unrelated.

Section 30. "Substantially Complete" shall mean and refer to that condition that would be required for the issuance of a "USE AND OCCUPANCY PERMIT" by Frederick County, Maryland.

Section 31. "Supplementary Declaration" shall mean and refer to any declaration of covenants, conditions and restrictions which may be recorded by the Developer or a Builder, which extends the provisions of this Declaration to a Neighborhood or which contains such complementary provisions for such Neighborhood as are deemed appropriate by the Developer and as are herein required.

Section 32. "Zoning Ordinance" shall mean the provisions pertaining to the R-90 Cluster Zone, including moderately priced dwelling units, contained in the Code of the County of Montgomery, State of Maryland, as amended from time to time and

as such shall be applicable to the Properties.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

ADDITIONS THERETO

Section 1. The "Properties". The real property which is and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration is located in the County of Montgomery, State of Maryland and is more particularly described in Exhibit A and represents the first stage of the Community known as DuMONT OAKS.

Section 2. Additions to The Properties. Additional properties may become subject to this Declaration in the following manner:

(a) Additions by the Developer. The Developer shall have the right to subject to the Declaration any additional property which lies within the land area represented by the Development Plan as it may be amended from time to time, provided that not more than five (5) years have lapsed since the filing of the last Supplementary Declaration which subjects a Neighborhood to this Declaration, except as provided in Article IX, Section 2., hereinafter. Upon request of Federal Mortgage Agencies or the Corporation, the Developer shall provide a statement which shall set forth an estimate of the net additional operating costs expected to result from the annexation and an estimate of the expected increase in user load, if any, upon existing developed recreation facilities.

(b) Other Additions. Additional land, other than that

described above, may be annexed to the Properties upon approval of at least seventy-five percent (75%) of the votes of a Quorum of Owners.

The additions authorized under subsection (a) and (b) shall be made by complying with the requirements of the Zoning Ordinance, by securing the Approval of the Federal Mortgage Agencies, by filing of record one (1) or more Supplementary Declarations of Covenants and Restrictions with respect to the additional property and by filing with the Corporation the preliminary plat for such additions.

Section 3. The Development Plan.

(a) Purpose. The Development Plan, illustrated in Exhibit B, is the dynamic design for the staged development of the Properties as a Housing Community which will be regularly modified and amended, as provided herein, during the several years required to build the Community. Because the Development Plan is a temporary design, it shall not bind the Developer to make any of the additions to the Properties which are shown on the Development Plan or to improve any portion of such lands in accordance with the Development Plan unless and until a Supplementary Declaration is filed by the Developer for such property which subjects it to this Declaration.

(b) Amendments. The Developer hereby reserves the right to add land or to amend the Development Plan for lands which have not yet been made subject to this Declaration, in response to changes in technological, economic, environmental or social conditions related to the development or marketing of the Properties or to changes in requirements of government agencies

and financial institutions.

Such amendments shall be effected by (1) giving Notice of the proposed changes to the Corporation, and (2) giving notice of the proposed changes to the Federal Mortgage Agencies.

Section 4. Merger. In accordance with the Articles of Incorporation, the property, rights and obligations of the Corporation may, by operation of law, be transferred to another surviving or consolidated association similar in corporate nature and purposes, or, alternatively, the property rights and obligations of an association similar in corporate nature and purposes may by operation of law be added to the property, rights and obligations of the Corporation as a surviving operation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration within the Properties, except as hereinafter provided. Such merger or consolidation shall have the assent of at least seventy-five percent (75%) of the votes of a Quorum of Owners.

ARTICLE III

DUMONT OAKS COMMUNITY ASSOCIATION, INC.

Section 1. Organization.

(a) The Corporation. The Corporation is a nonprofit, nonstock corporation organized and existing under the laws of the State of Maryland charged with the duties and vested with the

powers prescribed by law and set forth in the Governing Documents, as such may be amended from time to time, provided no other Governing Documents than this Declaration shall for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

(b) Institutional Plan. As the operating responsibilities of the Corporation expand from those related to the Properties as originally constituted to those required by the fully developed Housing Community of DuMONT OAKS, this Declaration and the Governing Documents shall guide the controlled and orderly evolution of the Corporation into a comprehensive community institution with two (2) operating and administrative levels, each with associated membership rights and assessment obligations:

(1) Neighborhood Level refers to the administrative and operational activities construed to be of material benefit primarily to Members within a single Neighborhood. A Neighborhood shall be established by recording a Supplementary Declaration which sets forth its boundaries, purposes, membership constituency and rights and obligations of Members which may be unique to such Neighborhood. A Neighborhood Board, consisting of three (3) to seven (7) members, shall be established for each Neighborhood in accordance with the By-Laws and shall serve to ADVISE the Board of Trustees on matters pertaining to such Neighborhood.

(2) Community Level refers to the administrative and operational activities construed to be of material benefit to the Members at large without respect to the type or location of

Living Unit in which they reside.

(c) Subsidiary Corporations. The Corporation shall have the right to form one or more subsidiary corporations, for any purpose or purposes deemed appropriate by a majority vote of the Board of Trustees. Without limiting the generality of the foregoing, one or more subsidiary corporation may be formed for the operation and maintenance of any specific area or to perform any function within the Properties; however, such subsidiary corporation shall be subject to this Declaration and may not take any action to lessen or abate the rights of the Members.

Section 2. Membership.

(a) Basis. Membership shall be appurtenant to the Lot or Living Unit giving rise to such membership, and shall not be assigned, transferred, pledged, hypothecated, conveyed or alienated in any way, except as provided in the Governing Documents.

(b) Member's Rights and Duties. Each member shall have the rights, duties and obligations set forth in the Governing Documents.

(c) Voting Rights. The Corporation shall have three (3) classes of voting membership:

Class A. Class A Members shall be all Owners except the Class C Member. Class A Members shall be entitled to one (1) vote for each Lot owned, except an Owner of a Lot on which a Multi-Family Rental Structure is constructed shall be entitled to one (1) vote for each occupied Living Unit within such structure.

Class B. Class B Members shall be all occupants of Living

Units. Class B Members shall have one (1) vote for the Living Unit they occupy.

Class C. The Class C Member shall be the Developer who shall have 866 votes less the number of Class B votes outstanding at the time a vote is taken.

The Class C membership and the Class C voting rights shall cease upon the earlier of the following events: when the total number of Class B votes equals the total number of Class C votes or on December 31, 1988, except as provided in Article IX, Section 2., hereinafter. Thereafter, the Developer shall have Class A membership rights for each Lot it may own.

(d) Exercise of Vote. The vote on behalf of any membership, which is held by more than one (1) person may be exercised by any one of them, unless any objection or protest by any holder of such membership is made prior to the completion of a vote, in which case the vote for such membership shall not be counted.

Any person or entity qualifying as a Member of more than one voting class, may exercise those votes to which he is entitled for each such class of membership, except as provided in the Articles of Incorporation.

If less than twenty-five percent (25%) of the outstanding Class A and Class B votes are cast in an election for any Neighborhood Board, the Board of Trustees shall have the right to fill by appointment those positions which were the subject of the election. Such Trustees must be Members of the Corporation, but they need not be Neighborhood Members.

Section 3. Board of Trustees.

(a) Composition. The number of Trustees and method of selection shall be as provided in the By-Laws. As long as the Developer has rights hereunder, as Developer, it shall have the right to appoint at least Two (2) Trustees and the remainder shall be selected as provided in the By-Laws.

(b) Extent of Power.

(1) The Board of Trustees shall have all powers for the conduct of the affairs of the Corporation which are enabled by law or the Founding Documents which are not specifically reserved to Members or the Developer by said Documents.

(2) The Board of Trustees shall exercise its powers in accordance with the Governing Documents.

(c) Powers and Duties. Without limiting the generality thereof the Board shall have the power and obligation to perform the following duties.

(1) Real and Personal Property. To acquire, own, hold, improve, maintain, manage, lease, pledge, convey, transfer or dedicate real or personal property for the benefit of the Members in connection with the affairs of the Corporation, except the acquisition, mortgaging or disposal of Common Area and/or improvements shall be subject to the provisions of Article II and Article IV, respectively.

(2) Rule Making. To establish reasonable rules and regulations for the use of property as provided in Articles IV and VI and to review, modify and approve architectural standards adopted by the Architectural Review Board; and

(3) Assessments. To fix, levy and collect assessments

as provided in Article V; and

(4) Easements. To grant and convey easements to the Common Area as may become necessary and as provided in Article VII; and

(5) Employment of Agents. To employ, enter into contracts with, delegate authority to and supervise such persons or entities as may be appropriate to manage, conduct and perform the business obligations and duties of the Corporation; and

(6) Mergers/Consolidations. To participate in mergers and consolidations with other corporations as provided in Article II; and

(7) Enforcement of Governing Documents. To perform acts, as may be reasonably necessary or appropriate, including bringing suits, causing liens to be foreclosed or suspending membership rights, to enforce or effectuate any of the provisions of the Governing Documents, subject to any appeal which may be filed and is pending.

Section 4. The Architectural Review Board.

(a) Composition. The Architectural Review Board shall consist of three (3) members appointed by the Board of Trustees until the first Neighborhood Board is established.

Thereafter, until the Developer's rights as Developer cease, the Architectural Review Board shall be composed of:

(1) A New Construction Panel, composed of three (3) members appointed by the Developer; and

(2) A Modification and Change Panel, composed of three (3) Members of the Corporation, appointed by the Board of Trustees.

When the Developer's rights as Developer cease, the Architectural Review Board shall consist of five (5) or more persons who shall be appointed by the Board of Trustees as provided in the By-Laws.

(b) Powers and Duties. The Architectural Review Board shall regulate the external design, appearance and location of the Properties and improvements thereon in such a manner so as to preserve and enhance values and to maintain a harmonious relationship among structures and the natural vegetation and topography. In furtherance thereof, the Board shall:

(1) Review and approve, modify or disapprove written applications of Owners and of the Corporation, for improvements or additions to Lots, Living Units or Common Areas. Notice of any modifications or disapprovals of applications shall be by Registered Notice. In this regard, during the period the Board is composed of the panels described above, the New Construction Panel shall act with respect to initial improvements to the Common Areas and Lots; the Modification and Change Panel shall act with respect to modifications and changes to all the Common Area and Lots, including improvements thereon. All applications for modification and change to a Lot which are not in accordance with the original approved plan for such Lot or which do not meet the adopted standards, shall be acted upon with the advice of the Neighborhood Board for the Neighborhood in which each Lot is located.

(2) In accordance with the By-Laws and Book of Resolutions, monitor Lots for compliance with architectural

standards and approved plans for alteration; and

(3) Adopt architectural standards subject to the confirmation of the Board of Trustees; and

(4) Adopt procedures for the exercise of its duties and enter them in the Book of Resolutions.

(c) Failure to Act. In the event the Architectural Review Board fails to approve, modify or disapprove in writing a correctly filed application within sixty (60) days, approval shall be deemed granted. Total or partial disapproval shall include the reasons for such disapproval.

(d) Appeal. An applicant may appeal an adverse Board decision to the Board of Trustees, which may reverse or modify such decision.

ARTICLE IV

COMMON AREA

Section 1. Obligations of the Corporation. The Corporation, subject to the rights of the Members set forth in this Declaration, shall be responsible for the management and control for the benefit of the Members, of the Common Area conveyed to it and all improvements thereon (including furnishings and equipment related thereto), and shall keep the same in good, clean, attractive and sanitary condition, order and repair in compliance with standards contained in the Book of Resolutions.

Section 2. Easement of Enjoyment.

(a) Common Areas. Subject to the provisions herein, every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the

title to every Lot, and every Member shall have a right of enjoyment to the Common Area.

(b) Neighborhood Common Areas. Subject to the provisions herein, the Owners of Lots within a Neighborhood shall have a priority right and easement of enjoyment in and to the areas designated as Neighborhood Common Areas by the Governing Documents or any amendment thereto, and every Member within such Neighborhood shall have a priority right of enjoyment to the Neighborhood Common Areas.

Section 3. Extent of Members' Easement. The Members' easement of enjoyment created hereby shall be subject to the following:

(a) The right of the Corporation to establish reasonable admission and other fees for the use of the Common Areas;

(b) The right of the Corporation to suspend the right of an Owner to use the recreational facilities for any period during which any assessment against his Lot remains unpaid for more than thirty (30) days after notice and until such default has been remedied;

(c) the right of the Corporation to suspend the right of a Member to use the recreational facilities for a period not to exceed sixty (60) days for any other infraction of the Governing Documents;

(d) The right of the Corporation to mortgage any or all of the Common Area with the assent of at least seventy-five percent (75%) of the Class A votes of a Quorum of Owners and the consent of the Class C Member so long as the Class C Member shall exist.

In the event of a default upon any mortgage, the lender's rights hereunder shall be limited to the right, after taking possession of such properties, 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, whereupon the possession of such properties shall be returned to the Corporation and all rights of the Members hereunder shall be fully restored;

(e) The right of the Corporation to convey, or transfer all or any part of the Common Area, subject to the prior approval of Maryland National Capital Park and Planning Commission-Montgomery County Planning Board and the assent of seventy-five percent (75%) of the votes of a Quorum of the Owners;

(f) The right of the Corporation to license portions of the Common Area to Members on a uniform, non-preferential basis.

(g) The right of the Corporation to regulate the use of the Common Area for the benefit of Members.

Section 4. Delegation of Use. Any member may delegate his right of enjoyment to the Common Area and facilities to the members of his family and to his guests subject to such general regulations as may be established from time to time by the Corporation, and included within the Book of Resolutions.

Section 5. Title to Common Area. The Developer shall complete the facilities on said Common Area, as approved by the Maryland National Capital Park and Planning Commission-Montgomery County Planning Board, within a reasonable period of time of development of the adjacent areas. The Developer hereby covenants

that such open space, or portions thereof that it may convey to the Corporation as Common Area or to a governmental agency as parkland shall be free and clear of liens and financial encumbrances at the time of conveyance. Assessments may not be used to defray operating and maintenance costs of designated open space or Common Area which has not been conveyed to the Corporation. The Developer shall convey such areas in each section at the time of the first settlement of the conveyance of lots from the Developer to any other entity within each such section.

In the event any open space or Common Area in the Properties which is not owned by the Corporation is foreclosed upon, the Corporation shall have the right of first refusal to purchase the open space for an amount not more than the outstanding obligation. If the open space or Common Area is secured through the obligation on a larger tract of land, the holder shall separate the open space or Common Area obligation based upon the ratio of a fair appraisal of the open space or Common Area to fair appraisal of the larger tract. The open space or Common Area appraisal shall take into consideration its limitation of development for residential use.

ARTICLE V COVENANT FOR ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments.

The Developer hereby covenants, and each Owner of any Lot by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Corporation such Annual and Special Assessments as are

established herein and paid in the manner hereinafter provided.

All such assessments, together with interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest thereon and costs of collection thereof, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due and shall not pass to his successors in title unless expressly assumed by them. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Assessable Unit.

Section 2. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Assessable Unit shall not affect the assessment lien. However, the sale or transfer of any Assessable Unit pursuant to foreclosure of a first mortgage or first deed of trust or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such assessable Unit from liability for any assessments thereafter becoming due or from the lien thereof.

Section 3. Method of Assessment. All assessments shall be levied by the Corporation against Assessable Units and collected and disbursed by the Corporation. The Board Trustees shall fix the amount of the assessments as provided hereinafter and set the

dates such assessments shall become due.

Section 4. Annual Assessments shall consist of General and Neighborhood Assessments.

(a) General Assessments.

(1) Purpose. The General Assessment shall be used exclusively to promote the health, safety and welfare of the Members and in particular to improve, maintain, and operate the Common Area and facilities, including funding of appropriate reserves for future repair and replacement.

(2) Basis for Assessment. For General Assessment purposes, there shall be three classes of Assessable Units, all of which shall be assessed at a uniform rate within each class:

Class I: All Living Units which are or have been occupied by a Single Family shall be assessed at one hundred percent (100%) of the General Assessment rate.

Class II: All Living Units which are not or have never been occupied by a single family, shall be assessed at twenty-five percent (25%) of the General Assessment rate commencing upon substantial completion of the Living Unit.

Class III: All Lots which are not otherwise assessable under the Class I and Class II provisions shall not be assessed, except that a Lot for which a Building Permit has been issued shall be assessed at ten percent (10%) of the General Assessment rate for each Living Unit to be constructed on such Lot.

(3) Maximum. Until the first day of the fiscal year following commencement of assessments, the maximum Annual General

Assessment rate shall be \$30.00 per Living Unit.

(4) Change in Maximum. From and after the first day of the fiscal year immediately following the commencement of assessments, the Board of Trustees may increase the maximum each year by the greater of: (1) a factor of not more than ten percent (10%) of the maximum for the current fiscal year, plus the amount by which any ad valorem real estate taxes and casualty and other insurance premiums payable by the Corporation with respect to the Neighborhood have increased over amounts payable over the same or similar items for the previous year; or (2) the percentage increase, if any, over the twelve (12) month period ending five (5) months prior to the start of the fiscal year, in the Consumer Price Index, or equivalent, as published by the U.S. Labor Department for the Metropolitan Washington area; such increase shall become effective the first day of the next fiscal year. From and after the first day of the fiscal year immediately following the commencement of assessments, the maximum may be increased above the amount which can be set by the Board with at least two-thirds (2/3) of the votes of the Quorum of Owners.

(5) General Liability Insurance. The Corporation shall acquire and maintain, utilizing the Annual Assessment, a comprehensive policy of public liability insurance covering the multipurpose area, entrance feature at the intersection of U.S. Rt. 29 and Oak Leaf Drive, and storm water management facilities, as shown on the Development Plan, and other improvements benefiting all Properties of DUMONT OAKS, at large, as opposed to any particular Neighborhood, after

title to such improvements is transferred to the Corporation. Such insurance policy shall contain a severability of interest clause or endorsement, which shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Corporation or other Owners. The scope of coverage shall include all coverage in kinds and amounts commonly obtained with regard to projects similar in construction, location and use.

(a) The Corporation shall cause the immediate repair, reconstruction or renovation of any damage to said property unless a decision not to repair, reconstruct or renovate is approved by a majority of the Board of Trustees.

(b) In the event there is a condemnation of such property, to the extent practicable, condemnation proceeds shall be used to repair or replace said property taken by condemnation.

(c) Should there be excess casualty insurance or condemnation proceeds after the renovation, repair, reconstruction, called for herein, such excess proceeds may be distributed equally to the Owners, apportioned equally by Lot.

(6) Trustee and Officer Liability Insurance. The Corporation shall acquire and maintain, utilizing the Annual Assessment, trustees and officers liability insurance to the extent of one hundred thousand dollars (\$100,000.00), or greater, as deemed necessary and appropriate by a majority of the Board of Trustees.

(b) Neighborhood Assessments.

(1) Purpose. Neighborhood Assessments shall be used for such purposes as are authorized by the Supplementary

Declaration for a given Neighborhood.

(2) Basis. The Supplementary Declaration shall set forth the basis by which all Assessable Units shall be assessed.

(3) Maximum. The Supplementary Declarations shall set forth the maximum annual Neighborhood Assessment and methods by which such maximum may be changed.

(c) Method of Assessment. By a vote of at least two-thirds (2/3) of the Trustees, the Board shall fix the Annual General and Neighborhood Assessments at an amount not in excess of the current maximum for each assessment; provided, however, that the Annual Assessments shall be sufficient to meet the obligations imposed by the Declaration and the Supplementary Declarations. In the event the Board fails to fix an assessment for any fiscal year, then each assessment established for the prior year shall automatically be continued until such time as the Board acts.

(d) Date of Commencement of Annual Assessments. The first Annual Assessments provided for herein shall commence as to all Lots within a Neighborhood on the first day of the month following the conveyance of the Common Area contained within the Neighborhood, provided, however, that if there is no Common Area within a specific Neighborhood then the first Annual Assessments as to all Lots within that Neighborhood shall commence on the first day of the month following the recording of the Supplementary Declaration establishing the Neighborhood.

Section 5. Special Assessments.

(a) Capital Improvement Assessment. The Corporation may levy in any assessment year a Special Assessment against Assessable Units, applicable to that year and payable over not

more than the next three (3) succeeding years, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of the Class C Member, if any, and of at least two-thirds (2/3) of the votes of a Quorum of Owners. Special Assessments for Capital Improvements to Neighborhood Common Areas, which will primarily benefit and be maintained by the Owners of that Neighborhood, require only the approval of at least two-thirds (2/3) of the votes of a Quorum of Owners of the affected Neighborhood.

(b) Restoration Assessment. The Corporation may levy a Restoration assessment upon any Lot whose Owner fails to maintain such Lot, as provided in Article VI, Section 2, or who fails to provide such maintenance funds as may be required by the Supplementary Declaration for such Lot. Restoration Assessments shall be limited to the amount necessary to meet the cost of restoration or deficiency in required funds and cost of collection thereof.

Section 6. Effect of Nonpayment of Assessments:
Remedies of the Association. Any assessment installment not paid within thirty (30) days after the due date shall be delinquent. Thereupon, the Corporation shall provide Notice of such delinquency and may (a) declare the entire balance of such Annual or Special Assessment due and payable in full; (b) charge interest from the due date at a percentage rate no greater than the statutory maximum, such rate to be set by the Board for each

Assessment period; (c) give Registered Notice to the Owner that in the event payment with accrued interest is not paid within thirty (30) days from the date of such notice, then the expressed contractual lien provided for herein shall be foreclosed; (d) upon Registered Notice to the Owner, suspend the right of such Owner to vote or to use the recreational facilities until the assessment and accrued interest is paid in full.

Section 7. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charges and liens created herein: (1) all properties to the extent of any easement or other interest therein dedicated and accepted by a public authority and devoted to public use; (2) all Common Area; (3) all properties exempted from taxation by the State or County government upon the terms and to the extent of such legal exemption, provided that no Property utilized for residential purposes shall be exempt.

ARTICLE VI

USE OF PROPERTY

Section 1. Protective Covenants.

(a) Nuisances. No nuisance shall be permitted to exist or operate upon any property so as to jeopardize property values or be detrimental to the well-being of Members.

(b) Restriction on Further Subdivision. No Lot upon which a Living Unit has been constructed shall be further subdivided or separated into smaller Lots by any Owner, and no portion less than all of any such Lot, nor any easement or other interest herein, shall be conveyed or transferred by an Owner, provided that this shall not prohibit deeds of correction, deeds to

resolve boundary line disputes and similar corrective instruments and provided that this shall not prohibit the division or combination of condominium units in accordance with law, or the creation of condominiums.

(c) Conditions for Architectural Control. No improvements, alterations, repairs, change of paint colors, excavations, changes in grade or other work which in any way alters the exterior of any Lot or Common Area or the improvements located thereon from its natural or improved state, existing on the date such property was first subject to this Declaration shall be made or done without the prior approval of the Architectural Review Board. No building, residence or other structure, fence, wall or landscaping in lieu thereof, shall be commenced, erected, maintained, improved, altered, made or done on such property without the prior written approval of the Architectural Review Board.



(d) Rules. From time to time the Board of Trustees shall adopt general rules, including but not limited to, rules to regulate potential problems relating to the use of property and the well-being of Members, such as keeping of animals, storage and use of all vehicles, storage and use of machinery, use of outdoor drying lines, antennas, signs, trash and trash containers, maintenance and removal of vegetation on the Properties, and the type and manner of application of fertilizers or other chemical treatments to the Properties in accord with non-point source pollution control standards. Ninety (90) days after conveyance of the first Lot to an Owner, who is not a

Builder, such general rules may only be adopted or amended by at least a two-thirds (2/3) vote of the Board, following a hearing for which due notice has been provided to all Members. All such general rules and any subsequent amendments thereto shall be placed in the Book of Resolutions and shall be binding on all Members, except where expressly provided otherwise in such rules.

(e) Exceptions. The Board of Trustees may issue temporary permits to except any prohibitions expressed or implied by this section, provided the Board can show good cause and acts in accordance with adopted guidelines and procedures. So long as the Developer or Builders are engaged in developing or improving any portion of the Properties, such persons shall be exempted from Rules affecting movement, disposition and storage of building materials and equipment, erection and maintenance or directional and promotional signs and conduct of sales activities, including maintenance of model Living Units. Such exemption shall be subject to such rules as may be established by the Developer to maintain reasonable standards of safety, cleanliness and general appearance of the Properties.

Section 2. Maintenance of Property.

(a) Owner Obligation. To the extent that exterior maintenance is not provided for in a Supplementary Declaration, each Owner shall keep all Lots owned by him, and all improvements therein or thereon, in good order and repair, free of debris, all in a manner and with such frequency as is consistent with good property management.

(b) Failure to Maintain. In the event an Owner of any Lot in the Properties shall fail to maintain the premises and the

improvements situated thereon as provided herein, the Corporation, after Notice to the Owner and approval by at least two-thirds (2/3) vote of the Board of Trustees, shall have the right to enter upon said Lot to correct drainage and to repair, maintain, and restore the Lot and the exterior of the buildings and any other improvements erected thereon. All costs related to such correction, repair or restoration shall become a Restoration Assessment upon such Lot and as such shall be regarded as any other assessment with respect to lien rights of the Corporation and remedies provided for herein for non-payment.

Section 3. Resale of Lots.

(a) Reference to Declaration. The deed or instrument transferring title to any Lot shall contain a provision incorporating by reference the covenants and restrictions set forth in this Declaration as well as any applicable Supplementary Declaration.

(b) Notification. Further, the Contract Seller of a Lot shall notify the Board of Trustees of the Contract Purchaser name and the scheduled date and place conveyance will be accomplished.

(c) Estoppel Certificate. The Board thereupon shall prepare an estoppel certificate which shall set forth any assessments and charges due upon such Lot at the time of conveyance and certify as to whether or not there are violations of the Governing Documents remaining on the Lot as of the date of preparation of such certificate. This certificate shall be delivered to the place of closing, and outstanding assessments, if any, and a reasonable charge to cover the cost of providing

such certificate shall be deducted from the Seller's account at the closing and transmitted directly to the Corporation.

ARTICLE VII

EASEMENTS

Section 1. Utility Easements. There is hereby created an easement upon, across, over, through and under the Properties for ingress, egress, installation, replacement, repair and maintenance of all utility and service lines and systems including, but not limited to water, sewer, gas, telephone, electricity, television, cable or communication lines and systems. By virtue of this easement, it shall be expressly permissible for the Developer or the providing utility or service company to install and maintain facilities and equipment on the Properties, to excavate for such purposes and to affix and maintain wires, circuits and conduits on, in and under the roofs and exterior walls of Living Units providing such company restores disturbed areas to the condition in which they were found.

Notwithstanding anything to the contrary contained in this paragraph: (1) no sewers, electrical lines, water lines or other utility service lines or facilities for such utilities may be installed or relocated on said premises except as approved by the Developer prior to the conveyance of the first Lot in a Neighborhood to an Owner or by the Corporation thereafter, and (2) it shall not be construed to apply to the relocation, installation or removal of utility lines within a Living Unit which serve only that unit. This easement shall in no way affect any other recorded easements on the Properties.

Section 2. Developer's Easements to Correct Drainage.

For a period of two (2) 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. Such right expressly includes the right to cut any trees, bushes or shrubbery, make any grading of the land, or to take any other similar action reasonably necessary, following which the Developer shall restore the affected property to its original condition as nearly as practicable. The Developer shall give reasonable notice of intent to take such action to all affected Owners, unless in the opinion of the Developer an emergency exists which precludes such notice.

Section 3. Construction Easements and Rights.

Notwithstanding any provision of this Declaration or of any Supplementary Declaration, so long as the Developer or Builders are engaged in developing or improving any portion of the Properties, such persons shall have an easement of ingress, egress and use over any lands not conveyed to an Owner for occupancy for (1) movement and storage of building materials and equipment, (2) erection and maintenance of directional and promotional signs and (3) conduct of sales activities, including maintenance of model Living Units. Such easement shall be subject to such rules as may be established by the Developer to maintain reasonable standards of safety, cleanliness and general appearance of the Properties.

Section 4. Easement to Inspect. There is hereby created an easement in favor of the Corporation for ingress and egress on any Lot (a) to inspect such property for alleged violations of the Governing Documents, based on formal, written complaints, and/or compliance with architectural standards and/or approved plans for alterations and improvements and (b) performing such maintenance as is required by the Supplementary Declaration on such Lots, provided the Owner of such Lot is given written notice of the purpose and time of inspection at least three (3) days in advance thereof and such inspection is performed during reasonable hours.

Section 5. Easement for Governmental Personnel. A right of entry on any Lot or Common Area is hereby granted to law enforcement officers, fire and rescue personnel, governmental and quasi-governmental personnel, including inspectors, to inspect, maintain, and reconstruct storm water management facilities and the like, as needed to carry out their duties, including enforcement of cleared emergency vehicle access.

Section 6. Easement for Landscaping, Signs and Related Purposes. There shall be and is hereby reserved to the Developer for so long as it retains its rights as Developer, a non-exclusive easement over all Lots and Common Areas for a distance of twenty-five (25) feet behind any Lot line which parallels a street (whether public or private) for the purpose of erecting and maintaining street intersection signs, directional signs, temporary promotional signs, plantings, street lights, entrance features and/or "theme areas", lighting, stone, wood, or masonry wall features and/or related landscaping. Exercise of this

easeement will be with the consent of the Owner of an Affected Lot, or the Architectural Review Board if the said Owner does not consent, which consent shall not be unreasonably withheld by either the Owner or Architechural Review Board.

ARTICLE VIII

RIGHTS OF INSTITUTIONAL LENDERS AND PUBLIC AGENCIES

Section 1. Consents. The Corporation shall not, without the prior written consent of the Lead Lender:

(a) amend any provisions of the Declaration or any Supplementary Declaration which relate to the basis for assessments; or

(b) mortgage, partition, subdivide, transfer or otherwise dispose of any of the Common Area or improvements thereon.

Section 2. Notice and Other Rights. The Corporation shall maintain a file of all First Mortgagees, with a proper designation of the property in which they have an interest; and shall send a copy of such list to the Lead Lender at least once every twelve months.

The Corporation shall provide to all First Mortgagees:

1. If requested, written notification thirty (30) days prior to the effective date of:

(a) any material change in the Declaration, By-Laws and Articles of Incorporation or;

(b) the mortgage, partition, subdivision, transfer or other disposition of any of the Common Area or improvements thereon.

2. If requested, written notification of any default in the performance of any obligation under the Governing Documents by the Owner of a Lot which is the security for the indebtedness due the First Mortgagee, which is not cured within sixty (60) days.

3. If requested, written notice of any condemnation or eminent domain proceeding or other proposed acquisition by a condemning authority of a Lot which is the security for the indebtedness due the First Mortgagee.

4. If requested, written notice, with right to attend, of all meetings of the Corporation.

5. All Institutional Lenders who have an interest in the Properties shall have the right to inspect the books and records of the Corporation during normal business hours.

6. If requested, the Treasurer shall submit to the First Mortgagee, an annual report of the Corporation within ninety (90) days following the end of its fiscal year.

7. The Board shall give to the Lead Lender and such other First Mortgagees as may request it, expeditious notice of any civil actions or liens lodged against the Corporation or officers or Trustees regarding their conduct in administering the affairs of the Corporation.

Section 3. Approvals. As long as the Developer has Class C membership rights, the following actions shall require the prior approval of the Federal Mortgage Agencies: annexation of additional properties, dedications of the Common Area, mergers and consolidations, mortgaging of the Common Area dissolution and amendment of this Declaration.

ARTICLE IX

GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Declaration shall run and bind the land for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of twenty-five (25) years, unless at the expiration of any such period the covenants and restrictions are expressly terminated by an instrument signed by Owners of at least seventy-five percent (75%) of the Lots. A termination must be recorded among the Land records of Montgomery County, Maryland in order to become effective.

Section 2. Sewer Moratorium. In the event the State of Maryland or Montgomery County or any agency or instrumentality thereof, including the Washington Suburban Sanitary Commission, declares or effects any moratorium on the issuance or use of permits for construction of dwellings within said Montgomery County, Maryland, and, because of such moratorium, Montgomery County will not issue any permit for the construction of any dwelling erected on the property shown on the Development Plan, then in such event, the time periods described in Article I, Section 8., Article II, Section 2. (a), and Article III, Section 2. (c), shall be extended for an amount of time equal to the moratorium.

Section 3. Amendment. For a period of one (1) year after the recording of this Declaration, the Developer may make any amendment required by the Federal Mortgage Agencies, as a condition of approval of the documents by the execution and

recordation of such amendment following Registered Notice to all Owners. After such one (1) year period, or to make any amendment which is not one required by such Agencies, any amendment shall be approved by Owners of at least seventy-five percent (75%) of the Lots and evidence of the Approvals required by Article VIII. Any amendment must be recorded among the Land Records of Montgomery County, Maryland in order to become effective.

Section 4. Enforcement. The Corporation, any Member or First Mortgagee, as their interests may appear, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration and of Supplementary Declarations. Failure to enforce any covenants or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 5. Certain Rights of the Developer. For such time as the Developer shall own Lots, its rights and interests shall not be prejudiced by any of the following actions unless it shall, in writing, join in such actions:

There shall be no amendments to the Founding Documents which:

(a) Discriminate or tend to discriminate against its rights as an Owner.

(b) Changes Article I, Definitions, in a manner which alters its rights or status.

(c) Alters its rights under Article II as regards

and effect.

Section 8. Conflict. In the event of conflict among the Governing Documents, this Declaration shall control, then Supplementary Declarations, then the Articles of Incorporation of the Corporation, then the By-Laws, then the Book of Resolutions; except that in all cases where the Governing Documents may be found to be in conflict with statute, the statute shall control.

Section 9. Interpretation. Unless the context otherwise requires, the use of the singular shall include the plural and vice versa; the use of one gender shall include all genders; and the use of the term "including" shall mean "including, without limitation". This Declaration shall be liberally construed in favor of the party seeking to enforce the provisions hereof to effectuate the purpose of protecting and enhancing the value, marketability, and desirability of the Properties by providing a common plan for the development thereof. The headings used herein are for indexing purposes only and shall not be used as a means of interpreting or construing the substantive provisions hereof.

ARTICLE X

DISSOLUTION OF THE CORPORATION

The Corporation may be dissolved at a duly held meeting at which a quorum is present upon the vote of at least two-thirds (2/3) of the votes, in person or by proxy, of the Class A and Class C Members. Prior to dissolution of the Corporation, other than incident to a merger or consolidation, the assets of the

Corporation shall be offered for dedication to Montgomery County, Maryland. In the event that such dedication is refused, acceptance upon dissolution or such assets shall be granted, conveyed and assigned to any Maryland nonprofit corporation, association, trust or other organization to be devoted to similar purposes.

IN WITNESS WHEREOF, the Developer, DuMONT OAKS CORPORATION, has caused these presents to be signed in its corporate name by ROBERT PAUL HILLERSON, its President, attested by DAVID WEISS, its Secretary, and its corporate seal to be hereunto affixed; and does hereby constitute and appoint ROBERT PAUL HILLERSON its true and lawful attorney in fact, for it and in its name to acknowledge and deliver these presents as its act and deed.



DAVID WEISS, Secretary

DUMONT OAKS CORPORATION

By: Robert Paul Hillerson
ROBERT PAUL HILLERSON, President

STATE OF MARYLAND

COUNTY OF MONTGOMERY, SS:

I HEREBY CERTIFY that on this 25th day of March, 1981, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared ROBERT PAUL HILLERSON who is personally well known to me to be the President of DuMONT OAKS CORPORATION, and by virtue of the authority vested in him,

Nº 43916 A



STATE OF MARYLAND

STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
301 WEST PRESTON STREET
BALTIMORE 21201

THIS IS TO CERTIFY THAT the within instrument is a true copy of the

ARTICLES OF INCORPORATION

OF

DUMONT OAKS COMMUNITY ASSOCIATION, INC.

as approved and received for record by the State Department of Assessments
and Taxation of Maryland, March 26, 1981
at 2:30 o'clock P.M.

AS WITNESS my hand and official Seal of the said Department at
Baltimore this 8th day of April, 1981

A handwritten signature in dark ink, appearing to read "P.B. Anderson", written over a horizontal line.

Paul B. Anderson
Charter Specialist

RECEIVED JUN 01 1981



MARYLAND

State Department of Assessments and Taxation

Gene L. Burner, Director

YOU ARE ADVISED THAT THE

ARTICLES OF INCORPORATION

OF

DUMONT OAKS COMMUNITY ASSOCIATION, INC.

HAVE BEEN RECEIVED AND APPROVED BY THE STATE DEPARTMENT OF ASSESSMENTS AND
TAXATION THIS 26th DAY OF

March, 1981 at 2:30 p.m.

AND WILL BE RECORDED.

STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND

BY:

Paul B. Anderson

ARTICLES OF INCORPORATION
OF
DuMONT OAKS COMMUNITY ASSOCIATION, INC.

THIS IS TO CERTIFY:

That I, ROBERT PAUL HILLERSON, whose post office address is 8630 Fenton Street, Suite 123, Silver Spring, Maryland 20910, being at least twenty-one (21) years of age, do hereby declare myself as incorporator with the intention of forming a corporation under and by virtue of the General Laws of the State of Maryland, and for such purposes do hereby make, execute and adopt the following Articles of Incorporation:

ARTICLE I. The name of this Corporation shall be:

DuMONT OAKS COMMUNITY ASSOCIATION, INC.

hereinafter called "Corporation".

ARTICLE II. The period of existence and duration of the life of this Corporation shall be perpetual.

ARTICLE III. The principal office for the transaction of business of this Corporation shall be initially located in the County of Montgomery, State of Maryland, at:

8630 Fenton Street
Suite 123
Silver Spring, Maryland 20910

and ROBERT PAUL HILLERSON shall be designated as the statutory resident agent of this Corporation. Said resident agent is a citizen of and actually resides in the State of Maryland, at the above address.

Corporation is formed, and the business or objects to be carried on and promoted by it, are as follows:

(1) To organize and operate a corporation, no part of the net earnings of which is to inure to the benefit of any Member or other individual;

(2) To exercise all of the powers and privileges and to perform all of the duties and obligations of the Corporation as set forth in the DuMONT OAKS DECLARATION OF COVENANTS AND RESTRICTIONS, hereinafter called the "Declaration", and all Supplementary Declarations applicable to all or any part of the subdivision known as DuMONT OAKS and recorded among the Land records of Montgomery County, Maryland, as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length, including without limitation, definitions contained therein. Unless the context requires otherwise, the term Declaration shall include all Supplementary Declarations.

(3) To provide for maintenance, preservation and architectural control of the Lots and Common Area within that certain subdivision known as DuMONT OAKS and any and all other properties which may be annexed thereto in accordance with the provisions of said Declaration.

(4) To promote the health, safety and welfare of the residents within the above described property.

(b) For the general purposes aforesaid, and limited to those purposes this Corporation shall have the following powers:

(1) To acquire (by gift, purchase or otherwise), own, hold, improve, maintain, manage, lease, pledge, convey, transfer or dedicate real or personal property for the benefit of its members in connection with the affairs of the Corporation, except that the acquisition, mortgaging or disposal of Common Area and/or improvements shall be subject to the provisions of the Declaration.

(2) To establish rules and regulations for the use of its property.

(3) To fix, levy and collect assessments pursuant to the Declaration.

(4) To pay all expenses incident to the conduct of business of the Corporation.

(5) To grant and convey easements over the Common

(6) To employ, enter into contracts with, delegate authority to and supervise such persons or entities as may be appropriate to manage, conduct and perform the business obligations and duties of the Corporation.

(7) To participate in mergers and consolidations with other corporations.

(8) To perform such acts, as may be reasonably necessary or appropriate, including bringing suit, causing a lien to be foreclosed, or suspending membership rights, to enforce or effectuate any of the provisions of the Declaration, these Articles, and the By-Laws.

(9) To regulate the external design, appearance and locations of DUMONT OAKS property and improvements thereon in such a manner so as to preserve and enhance values and to maintain a harmonious relationship among structures and the natural vegetation and topography.

(10) To form subsidiary corporations.

(11) To borrow money and issue evidence of indebtedness in furtherance of any or all of the objects of its business, to secure the same by mortgage, deed of trust, pledge, or other lien;

(12) To enter into any kind of activity, and to perform and carry out contracts of any kind necessary to, or in conjunction with, or incidental to the accomplishment of the non-profit purposes of the Corporation;

(13) Insofar as permitted by law, to do any other thing that, in the judgment of the Board of Trustees, will promote the business of the Corporation for the common benefit of its Members.

The foregoing enumeration of specific powers shall not be deemed to limit or restrict in any manner the general powers of this Corporation, and the enjoyment of the exercise thereof, as conferred by the General Laws of the State of Maryland.

ARTICLE V. This Corporation shall be without capital stock and shall not be operated for profit. This Corporation does not contemplate the distribution of gains, profits or dividends to any of its Members. The Members of this Corporation shall not be

this Corporation. No substantial part of the activities this Corporation shall be devoted to attempting to influence legislation by propaganda or otherwise within the meaning of the proscriptive provisions of the Internal Revenue Code. This Corporation shall not directly or indirectly participate in, or intervene in (including the publishing or distributing of statements) any political campaign on behalf of or in opposition to any candidate for public office.

ARTICLE VI. (a) Every person or entity who is a record owner of a fee or undivided fee interest in any Lot or Living Unit which is subject to the Declaration, including contract sellers, shall be Members of the Corporation. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Every lessee who holds a lease or sublease to a Living Unit which has an initial term of at least one (1) year and every contract purchaser who occupies a Living Unit which is subject to the Declaration shall be an Occupant Member of the Corporation.

(1) Class A. Class A Members shall be all Owners of Lots or Living Units, except the Class C Member. Class A Members shall be entitled to one (1) vote for each Lot or Living Unit owned, except that an Owner of a Lot on which a Multi-Family Rental Structure is constructed may exercise one (1) vote only for each Living Unit within such structure which is occupied.

(2) Class B. Class B Members shall be all Occupants of Living Units, as defined in this ARTICLE VI. Class B Members shall have one (1) vote for the Living Unit they occupy.

CLASS C. The Class C member shall be the DUMONT OAKS CORPORATION, its successors and assigns, which shall have 866 votes, less the number of Class B votes outstanding at the time a vote is taken.

The Class C membership shall cease upon the earlier of the following events: a) when the total number of Class B votes equals the total number of Class C votes or b) December 31, 1988, except as provided in Article IX, Section 2., of the Declaration. Thereafter, the former Class C Member shall have Class A membership rights for each Lot which it may own.

The vote for any membership which is held by more than one person may be exercised by any one of them, unless any objection or protest by any other holder of such membership is made prior to the completion of a vote, in which case the vote for such membership shall not be counted.

Any person or entity qualifying as a Member of more than one voting class may exercise those votes to which he is entitled for each such class of membership.

(b) The voting rights of Members shall be as follows:

(1) Class A Members and the Class C Member shall vote as provided in the Declaration, to approve a raise in the maximum annual assessments which is greater than allowed by the Declaration; to approve special capital improvement assessments; to approve mergers, consolidations or dissolution of the Corporation; to approve conveyance, dedication or mortgaging of the Common Area; to approve amendments to the Declaration and to the Supplementary Declaration for their Neighborhood.

(1) vote, as either a Class A or Class B member (and shall not exercise a vote for more than one (1) Class) with respect to approval of amendments to these Articles and the By-Laws; and to the election of Trustees. In the event of a dispute between Class A and Class B Members of one (1) Living Unit (the same being different people), neither vote shall be counted.

(c) Except as provided otherwise by law, where a vote of the Members is required, the Board of Trustees shall determine by resolution whether the questions shall be decided by ballot vote at a meeting or by mail or at polling places designated by the Board, and shall give notice thereof as provided in the By-Laws.

ARTICLE VII. In the event any Class A Member sells, assigns or otherwise transfers of record the fee interest in any Living Unit in which he holds the interest required for Class A membership, such Member shall, at the same time assign the Class A membership appurtenant to said Living Unit to the transferee of the Living Unit and deliver it to him for transfer on the books of the Corporation. The foregoing requirement shall not obtain in the event a Living Unit is transferred as aforesaid merely as security for the performance of an obligation.

Except as provided in this Article, Class A membership shall not be transferable and, in any event, no transfer of any Class A membership shall be made upon the books of the Corporation within ten (10) days next preceding the annual meeting of the Members.

ARTICLE VIII The affairs of this Corporation shall be managed by a Board of Trustees (also sometimes called "Board of Directors), who need not be Members of the Corporation. The

number of Trustees (also sometimes called "Directors") of this Corporation shall not be less than three (3) nor more than nine (9), and the names and post office addresses of the Trustees who shall act as such until the first annual meeting, or until such time as their successors are duly chosen and qualified are:

<u>Name</u>	<u>Address</u>
ROBERT PAUL HILLERSON	8630 Fenton Street, Suite 123 Silver Spring, Maryland 20910
DAVID WEISS	19590 Clubhouse Road, Box 2277 Gaithersburg, Maryland 20760
CHARLES R. GUTHRIE	19590 Clubhouse Road, Box 2277 Gaithersburg, Maryland 20760

The qualifications, powers, duties and tenure of the office of Trustee and the manner by which Trustees are to be chosen shall be as prescribed and set forth in the By-Laws of the Corporation.

ARTICLE IX. The Corporation shall indemnify every Officer and Trustee of the Corporation against any and all expenses, including counsel fees, reasonably incurred by or imposed upon any Officer or any Trustee in connection with any action, suit or proceeding (including the settlement of any such suit or proceeding if approved by the then Officer or Trustees of the Corporation) to which he may be made a party by reason of being or having been an Officer or Trustee of the Corporation whether or not such person is an Officer or Trustee at the time such expenses are incurred. The Officers and Trustees of the Corporation shall not be liable to the Members of the Corporation for any mistake of judgment, negligence, or otherwise, except

Officers and Trustees of the Corporation shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Corporation and the Corporation shall indemnify and forever hold each Officer and Trustee free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any Officer or Trustee of the Corporation, or former Officer or Trustee may be entitled.

The Trustees shall exercise their powers and duties in good faith and with a view to the interests of the Corporation and the DuMONT OAKS property. No contract or other transaction between the Corporation and one or more of its Officers or Trustees, or between the Corporation and any corporation, firm or association in which one or more of the Officers or Trustees of this Corporation are Directors or Officers or are pecuniarily or otherwise interested, is either void or voidable because such Officer or Trustee are present at the meeting of the Board of Trustees or any committee thereof which authorizes or approves the contract or transaction, or because his or their votes are counted for such purposes, if any of the conditions specified in any of the following paragraphs exist:

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

(b) The fact of the common directorate or trusteeship or interest is disclosed or known to the Members, or a majority

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

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

ARTICLE X. This Corporation reserves the right to amend, alter or repeal any provision contained in these Articles in the manner now or hereafter prescribed by statute or the amendment of Articles of Incorporation; provided, however, any such amendment of these Articles shall require the assent of seventy-five percent (75%) of the votes of the voting Members.

ARTICLE XI. The Corporation may be dissolved at a duly held meeting at which a quorum is present upon the vote of at least two-thirds (2/3) of the votes, in person or by proxy, of the Class A Members and Class C Member. Prior to dissolution of the Corporation, other than incident to a merger or consolidation, the assets of the Corporation shall be offered for dedication to Montgomery County, Maryland. In the event that such dedication is refused acceptance upon dissolution, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to similar purposes.

consolidated with another corporation, or (2) is merged into another corporation, or (3) sells, leases, exchanges or otherwise transfers all or substantially all of its property and assets, no Member of this Corporation shall be entitled to demand or receive payment of any amount for his membership of or from this Corporation or the consolidated corporation, the corporation surviving the merger or the transferee (each of which is hereafter in this Article referred to as the "successor") provided, however, that the successor:

(a) Shall be a corporation organized under and by virtue of the General Laws of the state of Maryland; and

(b) Shall be without capital stock and shall not be operated for profit; and

(c) Shall be organized for the same general purposes as specified in ARTICLE IV of these Articles of Incorporation.

ARTICLE XIII. So long as there is a Class C Membership, and any mortgage or deed of trust secured by any lot which is part of the Properties, or any loan, bond, note, or other obligatory writing secured thereby, is then insured by the Federal Housing Administration or guaranteed by the Veterans Administration, the following actions shall require the prior written approval of the Federal Housing Administration and/or the Veterans Administration:

(a) Any merger or consolidation of this Corporation with another or any sale, lease, exchange or other transfer of all or substantially all of the assets of this Corporation to another; and

(b) Any sale, transfer, mortgage, assignment or dedication of any of the Common Area; and

(c) Any amendment of these Articles of Incorporation or the dissolution of this Corporation.

ARTICLE XV. As used in these Articles of Incorporation, the term "Trustee" shall be understood to mean "Director", and all other definitions shall be incorporated herein by reference as used in the DuMONT OAKS DECLARATION OF COVENANTS AND RESTRICTIONS referred to hereinabove.

IN WITNESS WHEREOF, I have signed these Articles of Incorporation this 24th day of March, 1981.

Chief Ann Denoe

Robert Paul Hillerson (SEAL)
ROBERT PAUL HILLERSON

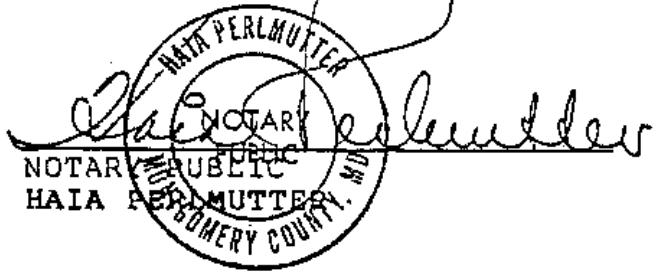
COUNTY OF MONTGOMERY, to wit:

11

sealed and delivered the same as his voluntary act and deed, and he acknowledged the facts stated to be true as set forth.

GIVEN under my hand and notrarial seal the year and day first above written.

My commision expires: 7-1-82



**AMENDED AND RESTATED BYLAWS
OF
DUMONT OAKS COMMUNITY ASSOCIATION, INC.**

Replaces prior version dated August 31, 2021
Amendments Adopted on April 16, 2024

ARTICLE I - NAME AND LOCATION

The name of the Corporation is DUMONT OAKS COMMUNITY ASSOCIATION, INC., hereinafter referred to as the Corporation. The principal office of the Corporation shall be located at 20440 Century Boulevard, Suite 100, Germantown, Maryland, 20874, or at such other address as may be designated from time to time by the Board of Trustees, but meetings of Members and Trustees may be held at such places as may be designated by the Board of Trustees.

ARTICLE II - [RESERVED]

ARTICLE III - DEFINITIONS

Section 1. "Approval" shall mean and refer to the issuance by any public agency of written approval or any written waiver of approval rights or formal letter stating "no objection".

Section 2. "Assessable Unit" shall mean and refer to any real property within the Properties which is subject to assessments as provided in Article V of the Declaration.

Section 3. "Book of Resolutions" shall mean and refer to the document containing rules and regulations and policies of the Corporation as they may from time to time be amended.

Section 4. "Builder" shall mean and refer to a person or entity which acquires a portion of the Properties for the purpose of improving such portion in accordance with the Development Plan for resale to Owners or as a Multi-Family Rental Unit.

Section 5. "Common Area" shall mean and refer to all real property and improvements as approximately shown on the Development Plan owned or leased by the Corporation for the use and enjoyment of the Members.

Section 6. "Corporation" shall mean and refer to the DUMONT OAKS COMMUNITY ASSOCIATION, INC. and its successors and assigns.

Section 7. "Declaration" shall mean and refer to the covenants, conditions, and restrictions and all other provisions therein set forth in the entire document, as may be amended from time to time.

Section 8. "Developer" shall mean and refer to the DUMONT OAKS CORPORATION and its successors and assigns; provided, however, that no successor or assignee of the Developer shall have any rights or obligations of the Developer hereunder unless such rights and obligations are specifically set forth in the instrument of succession or assignment or which pass by operation of law. The rights and obligations set forth herein of the Developer, as Developer, shall cease upon the first of the following to occur: (1) when new Living Unit construction

Amended and Restated Bylaws Adopted on April 16, 2024

contemplated by the Development Plan is substantially completed, as defined in the Declaration, or (2) after five years have lapsed since the filing of the last Supplementary Declaration establishing a Neighborhood, except as provided in Article IX, Section 2., of the Declaration.

Section 9. "Development Plan" shall mean and refer to the "Conceptual Development Plan" of intended uses of the Properties as approved by the Maryland National Capital Park and Planning Commission-Montgomery County Planning Board, and as may be amended from time to time.

Section 10. "Federal Mortgage Agencies" shall mean and refer to those Federal Agencies who have an interest in the Properties, such as the Federal Housing Administration, the Veterans Administration, the Federal National Mortgage Association, and the Federal Home Loan Mortgage Corporation, or successors to their interests.

Section 11. "First Mortgagee" shall mean and refer to an Institutional Lender who holds the first deed of trust on a Lot or Living Unit and who has notified the Corporation of its holding.

Section 12. "Founding Documents" shall mean and refer to the Articles of Incorporation of the Corporation, the Declaration, Supplementary Declarations, and these Corporation Bylaws, all as initially drawn by the Developer and filed and recorded as the case may be, and all as may be duly amended from time to time.

Section 13. "Governing Documents" shall mean and refer collectively and severally to the Founding Documents and the Book of Resolutions, as such may be amended from time to time.

Section 14. "Institutional Lender" shall mean and refer to one or more commercial or savings banks, savings and loan associations, trust companies, credit unions, industrial loan associations, insurance companies, pension funds, or business trusts, including, but not limited to, real estate investment trusts, any other lender regularly engaged in financing the purchase, construction, or improvement of real estate, or any assignee of loans made by such a lender, or any private or governmental institution which has insured a loan of such a lender, or any combination of any of the foregoing entities.

Section 15. "Lead Lender" shall mean and refer to the First Mortgagee holding the greatest number of first deeds of trust on Lots.

Section 16. "Living Unit" shall mean and refer to any portion of a structure situated upon the Properties designed and intended for use and occupancy as a residence by a Single Family.

Section 17. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision plat of the Properties, including, but not limited to, any condominium unit created under the Condominium Act of Maryland, as such may be amended from time to time, with the exception of Common Area as defined in the Declaration, permanent parks, open spaces, streets, and parking lots.

Section 18. "Members" shall mean and refer to Members of the Corporation which shall consist of all Owners and Occupants and which is comprised of Class A and Class B Members as defined in the Articles of Incorporation of the Corporation.

Section 19. "Multi-family Rental Structure" shall mean and refer to a structure owned by a single entity with two (2) or more Living Units under one roof.

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Section 20. "Neighborhood" shall mean and refer to those areas known as Lyric Woods, Baroque Square, Quaint Acres, Prelude Manor, Classical Knolls, Maple Ridge, and Juilliard Park, as defined in the Founding Documents.

Section 21. "Neighborhood Common Area" shall mean and refer to portions of the Common Area which are designated as Neighborhood Common Area in the Governing Documents and which are for the primary use and enjoyment of Members residing in such Neighborhood.

Section 22. "Notice" shall mean and refer to (1) written notice delivered personally or mailed to the last known address of the intended recipient or (2) the newsletter of the Corporation delivered personally or mailed to each Member.

Section 23. "Occupant" shall mean and refer to an occupant of a Living Unit who is the Owner, or contract purchaser, or a lessee or sublessee who holds a written lease having an initial term of at least twelve (12) months.

Section 24. "Owner" shall mean and refer to the record holder of the fee simple title to any Lot, whether one (1) or more persons or entities, including contract sellers; the term shall exclude those having such interest merely as security for the performance of an obligation.

Section 25. "Properties" shall mean and refer to all real property which becomes subject to the Declaration, together with such other real property as may from time to time be annexed thereto.

Section 26. "Quorum of Members" shall mean and refer to the representation by presence or proxy of Members who hold more than thirty-five (35%) of the outstanding votes of each voting class.

Section 27. "Quorum of Owners" shall mean and refer to the representation by presence or proxy of Members who hold at least seventy-five percent (75%) of the outstanding Class A votes and the representation by presence or proxy of the Class C Member, so long as it shall exist.

Section 28. "Registered Notice" shall mean and refer to any Notice which has been sent via first class U.S. Mail, Certified, Return Receipt Requested.

Section 29. "Single Family" shall mean and refer to a single housekeeping unit.

Section 30. "Substantially Complete" shall mean and refer to that condition that would be required for the issuance of a "USE AND OCCUPANCY PERMIT" by Montgomery County, Maryland.

Section 31. "Supplementary Declaration" shall mean and refer to any declaration of covenants, conditions, and restrictions recorded by the Developer, which extends the provisions of the Declaration to a Neighborhood or which contains such complementary provisions for such Neighborhood as are deemed appropriate by the Developer and as are therein required.

Section 32. "Zoning Ordinances" shall mean the provisions pertaining to the R-90 Cluster Zone, including moderately priced dwelling units, contained in the Montgomery County, Maryland Code, as amended from time to time and, as such, shall be applicable to the Properties.

Section 33. "Wards" shall refer to combined Neighborhoods which are represented by a Trustee.

ARTICLE IV - MEETING OF MEMBERS

Section 1. Annual Meetings. Regular annual meetings of the Members shall be held on a date set by the Board of Trustees, not more than fourteen (14) or less than ten (10) months from the last annual meeting, providing that there shall be an annual meeting in each calendar year.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the president or by the Board of Trustees, or upon written request of the Owners who hold at least one-tenth (1/10) of the outstanding Class A votes.

Section 3. Proxies. Each Member may vote in person or by proxy. All proxies shall be in writing and filed with the managing agent on behalf of the Secretary. Every proxy shall be revocable and shall automatically cease after one (1) year.

Section 4. Method of Voting. Elections or questions to be submitted to all or any part of the membership may be decided by ballot vote at a meeting or by mail or at polling places designated by the Board. The Board shall determine the method of voting by resolution and give notice thereof as provided herein.

Section 5. Quorum. Except as otherwise expressly provided in these Bylaws:

(a) at any meeting of the Members, the presence, in person or by proxy, of Members of any or all classes having at least five percent (5%) of the votes of all Members of the Corporation shall constitute a quorum for the conduct of business;

(b) if a vote of the Members is not taken at a meeting, but is taken by mail or at polling places, as provided above, the result of such vote shall be valid only if Members of any or all classes having at least five percent (5%) of the votes of all Members of the Corporation have voted.

ARTICLE V - NOTICE

Notice of each meeting of the Members shall be in writing and shall be given to the Members personally or by mail or given electronically to Members who have given prior written authorization for electronic notice in accordance with the Maryland Homeowners Association Act, not less than ten (10) days and not more than ninety (90) days before the date of the meeting.

Notice of each meeting of the Members shall specify the date, hour, and place of the meeting (including access instructions for any meeting held via electronic means, if applicable), and, in the case of a special meeting, also shall state the purpose of the special meeting.

Notice of each meeting of the Members also shall state that, if the number of Members present in person or by proxy at such meeting is insufficient to satisfy the quorum requirement for such meeting, an additional meeting may be called for the same purpose, under the procedure prescribed by the Maryland Homeowners Association Act, at which the Members present in person or by proxy shall be deemed to constitute a quorum.

Notice of any vote of the Members to be taken without a meeting by ballot poll shall be in writing, shall include a ballot, shall state the matter to be voted on, shall specify the deadline for submission of ballots, and shall be given to the Members personally or by mail or given electronically to Members who have given prior written authorization for electronic notice in

accordance with the Maryland Homeowners Association Act, not less than ten (10) days and not more than ninety (90) days before the deadline for submission of ballots.

ARTICLE VI - BOARD OF TRUSTEES

Section 1. Number. The affairs of the Corporation shall be managed by a Board of up to nine (9) Trustees (sometimes referred to as "Directors"). Trustees shall represent the community at large and the following wards:

Ward 1: Baroque Square, Maple Ridge, and Prelude Manor

Ward 2: Juilliard Park and Lyric Woods

Ward 3: Classical Knolls and Quaint Acres

Section 2. Elected Trustees. The term for Elected Trustees shall be two (2) years or until his or her successor shall be duly elected, unless the Trustee shall sooner resign, or shall be removed, or otherwise be disqualified to serve. Elected Trustees will consist of two (2) Trustees from each of the three (3) separate Wards; and three (3) Trustees "at-large." Election of Trustees may be held at the annual meeting or by mail or at polling places designated by the Board. The Board shall set the method of voting, the date of the election and the date when the newly elected Trustees will take their seats. Qualifications for Trustees include:

(a) Trustees must be Owners of Lots.

(b) There can be no more than one (1) Trustee from a single household at a time.

(c) Candidates for Trustee must be a Members in good standing, meaning: (i) that they must not be more than ninety (90) days in arrears in the payment of any assessment or other amount owed to the Corporation, and any delinquency for any period of time must not exceed \$300, and (ii) that they must not have been determined by the Board to be in violation of the Governing Documents, or the rules and regulations, including any architectural violations that have not been resolved within one hundred eighty (180) days after written notice of the violation has been sent to the Member.

(d) While serving on the Board, each Trustee must remain a Member in good standing. Any Trustee who is not in good standing will be given written notice of the action required to return to good standing and of the time period for taking such action. If the Trustee fails to take such action within the period of time specified in the notice, the Trustee will be deemed to have resigned from the Board.

Section 3. Method of Nomination. Candidates for election shall file an application for election to the Board of Trustees with the managing agent, on behalf of the Elections Committee, at least four (4) weeks before the scheduled date of the election. The managing agent, on behalf of the Elections Committee, shall provide all Members from each respective Ward with a proxy or ballot form containing the names of all candidates for Trustee from their respective Wards, plus the "at-large" candidates. Notwithstanding the foregoing procedures, Members may cast their votes for "write-in" candidates, in addition to, or instead of, the candidates listed on the proxy or ballot form. The proxy or ballot form shall provide for the option of "write-in" candidates for each position.

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Section 4. Method of Election. The Members may cast, in respect to the vacancy for their respective Ward, and for the "at-large" candidate(s), as many votes as they are entitled to exercise under the provisions of the Articles of Incorporation. Cumulative voting is not permitted. Those persons receiving the largest number of votes shall be elected to serve as Trustees.

Section 5. Resignation and Removal. The unexcused absence of an Elected Trustee from three (3) consecutive regular meetings of the Board shall be deemed a resignation. Any Elected Trustee may be removed from the Board, with or without cause, by a majority vote of the Members from the respective Ward from which such Trustee was elected, or by a majority vote of the Members of the Corporation for any "at-large" Trustee.

Section 6. Vacancies. In the event of the death, resignation, or removal of an Elected Trustee or other vacancy on the Board of Trustees, his or her successor shall be selected from the Ward from which such Trustee was elected, or from any Ward if an "at-large" Trustee, by the remaining Elected Trustees and shall serve for the unexpired term of the predecessor.

Section 7. Powers. The Board of Trustees shall have all powers for the conduct of the affairs of the Corporation which are enabled by law, the Declaration, and the Articles of Incorporation which are not specifically reserved to Members.

Section 8. Duties. Without limiting the generality of its powers, it shall be the duty of the Board to:

- (a) exercise its powers in accordance with the Governing Documents;
- (b) cause to be kept a complete record of all its corporate affairs, including the Book of Resolutions, make such records available for inspection by any Member, his or her agent, or Institutional Lender who has an interest in the Properties, and present an annual statement thereof to the First Mortgagees;
- (c) adopt and follow procedures for adoption and publication of Board resolutions to be included in the Book of Resolutions, including the provision for hearing and notice to Members for resolution on rules, the annual budget, and other matters affecting the rights of Members;
- (d) adopt and publish rules and regulations, including fees, if any, governing the use of the Lots and the Common Area and facilities and the personal conduct of the Members and their guests thereon, and include these in the Book of Resolutions;
- (e) establish architectural standards for the Properties in accordance with the procedures specified in the Book of Resolutions;
- (f) supervise all officers, agents, and employees of the Corporation and see that their duties are properly performed;
- (g) designate depositories for Corporation funds, designate those officers, agents, and/or employees who shall have authority to withdraw funds from such accounts on behalf of the Corporation, and cause such persons to be bonded, as it may deem appropriate;
- (h) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of the due date of the annual assessment or first installment thereof;
- (i) appoint the committees prescribed in Article VIII herein and such other committees the Board deems necessary or helpful; and

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(j) exercise their powers and duties in good faith, with a view to the interests of the Corporation and to this end adopt appropriate guidelines for action on matters where a potential conflict of interest may exist.

Section 9. Compensation. Trustees shall serve as such with no financial compensation or salary from the Corporation; provided, however, Trustees shall be entitled to reimbursement for reasonable out-of-pocket expenses incurred by them on behalf of the Corporation.

ARTICLE VII – OFFICERS

Section 1. Enumeration of Officers. The officers of the Corporation shall be a president and a vice president, who shall at all times be Members of the Board of Trustees, a secretary, and a treasurer, and such other officers as the Board of Trustees 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 Trustees following the seating of the newly elected Trustees.

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

Section 4. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and, unless otherwise specified therein, the acceptance of such a resignation shall not be necessary to make it effective.

Section 5. 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 or she replaces.

Section 6. Multiple Offices. The offices of president and secretary may not be held by the same person.

Section 7. Duties. The duties of the officers are as follows:

(a) President. The president shall preside at all meetings of the Board of Trustees and of the Corporation (unless the Board designates another officer to preside at such meetings); see that orders and resolutions of the Board are carried out; sign all mortgages, leases, deeds, and other written instruments and cosign, along with the management agent, any promissory notes and contracts in excess of one thousand dollars (\$1,000.00) as the Board may approve from time to time.

(b) Vice President. The vice president shall act in the place and stead of the President in the event of his or her absence or inability or refusal to act and shall exercise and discharge such duties as may be required of him or her by the Board, including that of signing, or co-signing along with the management agent, written instruments that the President would sign if present.

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(c) Secretary. The Secretary shall cause the Minutes to be kept of all meetings and proceedings of the Board and of the Members; cause the Book of Resolutions to be maintained; cause the Corporation files and records to be kept; cause notice to be served to Members as required in the Governing Documents; cause a roster to be maintained of the names of all Members of the Corporation, together with their addresses, as registered by such Members; and perform such other duties as are required by the Board.

(d) Treasurer. The Treasurer shall be the liaison between the managing agent and the Board of Trustees in all financial matters of the Association and be the chief officer responsible for the annual preparation of the budget in coordination with the managing agent. In absence of the President and the Vice President, the Treasurer shall co-sign, along with the management agent, any promissory notes and contracts in excess of one thousand dollars (\$1,000.00).

ARTICLE VIII - COMMITTEES

Section 1. Elections Committee. The Board of Trustees shall appoint an Elections Committee no later than three (3) months prior to the date of the election. The Elections Committee shall consist of a chairman, who may not be a Trustee, and additional Members, none of whom shall be candidates for office. It shall be the duty of the Elections Committee coordinate with the managing agent to provide supervision of the nomination and election of Trustees in accordance with procedures adopted by the Board and placed in the Book of Resolutions. Qualifications for Elections Committee members includes:

(a) There can be no more than one (1) Elections Committee member from a single household at a time.

(b) Elections Committee members must be members in good standing, meaning: (i) that they must not be more than ninety (90) days in arrears in the payment of any assessment or other amount owed to the Corporation, and any delinquency for any period of time must not exceed \$300, and (ii) that they must not have been determined by the Board to be in violation of the Governing Documents or the rules and regulations, including any architectural violations that has not been resolved within one hundred eighty (180) days after written notice of the violation has been sent to the Member.

Section 2. Other Committees. The Board of Trustees may, from time to time, establish and appoint such other committees as it deems appropriate.

ARTICLE IX - ARCHITECTURAL REVIEW BOARD

Section 1. Composition. The Architectural Review Board shall be comprised of five (5) or more Members. Members shall serve staggered two- (2-) year terms, as determined by the Board of Trustees. No member of the Architectural Review Board may be a Trustee or from a Trustee's household.

Section 2. Method of Selection. The Board of Trustees shall appoint the members of the Architectural Review Board annually at the January Board of Trustees meeting.

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Section 3. Vacancies. Appointments to fill vacancies in unexpired terms shall be made in the same manner as the original appointment.

Section 4. Officers. At the first meeting of the Architectural Review Board following the appointment of Architectural Review Board Members by the Board of Trustees, the Architectural Review Board shall elect from among themselves a Chairman, a Vice Chairman, and a Secretary, who shall perform the usual duties of their respective offices.

Section 5. Duties. The Architectural Review Board shall regulate the external design, appearance, and location of the Properties and improvements thereon in such a manner so as to preserve and enhance values and to maintain a harmonious relationship among structures and the natural vegetation and topography. In furtherance thereof, the Architectural Review Board shall:

(a) Review and approve, modify, or disapprove, within sixty (60) days, all written applications of Owners and of the Corporation for improvements or additions (as described in Article VI of the Declaration) to Lots, Living Units, or Common Areas. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within sixty (60) days after said plans and specifications have been submitted to it, approval shall not be required, and this Article will be deemed to have been fully complied with.

(b) Periodically inspect the Properties for compliance with architectural standards and approved plans for alteration;

(c) Adopt architectural guidelines and programs subject to the confirmation of the Board of Trustees;

(d) Adopt procedures for the exercise of its duties and enter them in the Book of Resolutions; and

(e) Maintain complete and accurate records of all actions taken.

ARTICLE X - MEETINGS OF THE BOARD OF TRUSTEES, THE ARCHITECTURAL REVIEW BOARD, AND STANDING COMMITTEES

Section 1. Regular Meetings. Regular meetings of each board or committee shall be held without notice at such place and hour as may be fixed from time to time by resolution of such board or committee.

Section 2. Special Meetings. Special Meetings of any board or committee shall be held when called by the President of the Corporation, by its chairman, or by any two (2) Members of such board or committee, after not less than three (3) days' notice to each Member of such board or committee.

Section 3. Quorum. A majority of the Members of a board or committee shall constitute a quorum for the transaction of business, except in no event shall a quorum be less than three (3) Members. Except as otherwise provided in the Governing Documents, a majority of the votes cast at a meeting duly called and at which a quorum is present shall be sufficient to take or authorize action upon any matter which may properly come before such meeting.

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Section 4. Executive Sessions. All meetings of boards or committees shall be open to observers, except the President or chairman may call a board or committee into executive session in accordance with the Maryland Homeowners Association Act. Any action taken by a board or committee in executive session shall be recorded in the Minutes of such board or committee.

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

ARTICLE XI - INDEMNIFICATION

Each officer, Trustee, and Board member of the Corporation, in consideration of his or her services as such, shall be indemnified by the Corporation to the extent permitted by law against expenses and liabilities reasonably incurred by him or her in connection with the defense of any action, suit, or proceeding, civil or criminal, to which he or she may be a party by reason of his or her past or present role in the Corporation, except to the extent such liability, damage, or injury is covered by any type of insurance. The foregoing right of indemnification shall not be exclusive of any other rights to which the person may be entitled by law, or agreement, or vote of the Members, or otherwise.

ARTICLE XII - FISCAL YEAR

The end of the fiscal year of the Corporation shall be September 30.

ARTICLE XIII - AMENDMENT

Section 1. Method. These By-Laws may be amended:

(a) By a vote of at least two-thirds (2/3) of the Trustees of the Board of Trustees at any meeting duly called for that purpose, providing notice of the meeting and the proposed amendments have been given to the Members at least ten (10) days and no more than ninety (90) days prior to the meeting; or

(b) At a meeting of the Members, by at least two-thirds (2/3) vote of a Quorum of Members, providing the proposed amendments have been submitted to the Board of Trustees in writing at least ten (10) days and no more than ninety (90) days prior to such meeting. Any proposed amendments shall be included in the notice of such meeting.

ARTICLE XIV - ENFORCEMENT

Section 1. Enforcement. The Corporation (through the Board of Trustees), or any Owner, or any mortgagee of any Lot shall have the right to enforce, by any proceeding at law, in equity,

or in any administrative proceeding, all restrictions, conditions, covenants, reservations, easements, liens, charges, or other obligations or terms now or hereafter imposed by the provisions of the Governing Documents. Failure by the Corporation or by any Owner or by any mortgagee of any Lot to enforce any covenant or restriction of the Governing Documents shall in no event be deemed a waiver of the right to do so thereafter. There shall be and there is hereby created and declared to be a conclusive presumption that any violation or breach or attempted violation or breach of the Governing Documents cannot be adequately remedied by action at law or exclusively by recovery of damages. The prevailing party in an action to enforce the provisions of the Governing Documents shall be entitled to recover the costs incurred in such action, including legal fees, from the unsuccessful party. Such right to recover costs and attorneys' fees shall include any appellate proceedings.

Section 2. Fines and Entering Lots to Cure or Abate Violations; Notice and Hearing. In addition to the means for enforcement provided elsewhere in the Founding Documents, the Corporation shall have the right to levy reasonable fines against an Owner or his or her guests, relatives, lessees, or invitees, in the manner set forth herein, and such reasonable fines shall be collectible in the same manner as any other assessment such that the Corporation shall have a lien against the Lot of such Owner as provided in the Governing Documents (unless otherwise provided by law) and such reasonable fine(s) shall also become the binding personal obligation of such Owner.

(a) The Board of Trustees shall have the right to establish policy relating to the enforcement of their Governing Documents, Rules and Regulations, and Policies, including the authority to impose reasonable fines and the authority to enter lots to cure or abate violations.

(b) A reasonable fine pursuant to this Section or policy established pursuant to this section, or any costs incurred by the Association in abating or curing a violation of the Governing Documents or Association Rules and Regulations and Policies, shall be charged to the Owner of the Lot which the violator occupied or was visiting at the time of the violation, whether or not the violator is an Owner of that Lot, and shall be collectible in the same manner as any other non-assessment charge. Nothing herein shall be construed to interfere with any right that an Owner may have to obtain from a violator occupying or visiting his or her Lot payment of the amount of any fine(s) or other costs charged to that Owner.

(c) Nothing herein shall be construed as a prohibition of or limitation on the right of the Corporation to pursue any other means of enforcement of the provisions of the Governing Documents or Association Rules and Regulations and Policies, including, but not limited to, legal action for damages or injunctive relief.

Section 3. Late Charges. In the event the total amount of any assessment (Annual, Special, or Neighborhood Assessments), or any installment thereof, is not received by the Corporation within fifteen (15) days after the Due Date, a Late Fee of fifteen dollars (\$15.00) or one-tenth of the total amount of any delinquent assessment or installment, whichever is greater, shall automatically be added to the amount due and shall be a personal obligation of the Lot Owner until all sums due and owing shall have been paid in full. As provided in the Maryland Homeowners Association Act, a Late Fee may not be imposed more than once for the same delinquent payment.

ARTICLE XV – PARKING

Section 1. Parking. The Board of Trustees is authorized to control the use of the Common Area, including, without limitation, the parking of vehicles on the Common Area. No Owner or Occupant of any Lot or Living Unit shall be entitled to an assigned or reserved parking space unless the prior written approval of the Board of Trustees and not less than two-thirds (2/3) of the Owners of the Lots and Living Units around an identifiable parking court has been obtained. The Board of Trustees may deny the approval of any request for a reserved or assigned parking space on the Common Area for any reason, subject to the requirements of applicable law, or may revoke any reserved or assigned parking space privilege for any reason, also subject to applicable law, such as handicapped parking requirements. The Board of Trustees may adopt supplemental rules and regulations regarding parking from time to time not in conflict with the provisions of the Founding Documents. The provisions of this Section shall be in addition to, and not in lieu of, any other provisions of the Founding Documents regarding parking.

Prelude Memo

6153 10/14/69

SUPPLEMENTARY DECLARATION OF
COVENANTS AND RESTRICTIONS

THIS SUPPLEMENTARY DECLARATION is made this 9th day of August 1983, by DUMONT OAKS CORPORATION, hereinafter called Developer.

WHEREAS, Developer is the Owner of the real property described in this Supplementary Declaration; and

WHEREAS, Developer intends that the property described herein shall become subject to the DUMONT OAKS DECLARATION OF COVENANTS AND RESTRICTIONS and also become subject to the provisions hereinafter set forth;

NOW THEREFORE, Developer hereby declares that all of the Properties described herein, together with such additions as may hereafter be made thereto as provided in Article II, shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens set forth in the DUMONT OAKS DECLARATION OF COVENANTS AND RESTRICTIONS, dated the 25th day of March, 1981, and recorded in Liber 5676 at Folio 171, among the Land Records of Montgomery County, Maryland, subject to the covenants, restrictions, easements, charges and liens set forth hereinafter.

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ARTICLE I

NEIGHBORHOOD DESIGNATION

The following described property is hereby designated as a Neighborhood of the DUMONT OAKS COMMUNITY ASSOCIATION, INC., and

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shall be known as "PRELUDE MANOR" Neighborhood:

lots 149 through 186, both inclusive, and Parcels L and I, Block A, in the subdivision known as DUMONT OAKS, as per plat thereof recorded in Plat Book 123, at Plat No. 14385, among the Land Records of Montgomery County, Maryland; and

lots 187 through 220, both inclusive, and Parcels J and K, in Block A, in the subdivision known as DUMONT OAKS, as per plat thereof recorded in Plat Book 123, at Plat No. 14384, among the Land Records of Montgomery County, Maryland.

ARTICLE II

PROPERTY SUBJECT TO THIS SUPPLEMENTARY DECLARATION

Section 1. Existing Property. The aforescribed real property is, and shall be held, transferred, sold, conveyed and occupied subject to this Supplementary Declaration.

Section 2. Additions to Existing Property. All or any part of the Properties described in the Development Plan may be added to this Neighborhood by the Developer, without the consent of the Owners, within five (5) years of the date of this instrument, by the filing of record of a Supplementary Declaration with respect to such land which designates it as part of the Neighborhood and by filing with the Corporation the plat and plans for such addition.

ARTICLE III

NEIGHBORHOOD ASSESSMENTS

Section 1. Purpose. General Neighborhood Assessments shall be used exclusively for the purpose of providing services which are necessary or desirable for the health, safety, and welfare of the Members within the Neighborhood. Such services may include: maintenance and operation of any Neighborhood Common Area as described and designated in the Governing Documents, including

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maintenance of streets or roads constructed on the Neighborhood Common Area, providing services to the Living Units, such as trash removal and setting aside reserves for working capital, future repair and replacement of capital improvements to be constructed or maintained through the Neighborhood Assessment, including those streets constructed on the Neighborhood Common Area. A contribution to working capital may be assessed by the Corporation and levied at the settlement of the conveyance of Lots to any entity, other than a Builder, not to exceed \$30.00 per Living Unit. Except as may be specifically provided for in the Declaration, or the Supplementary Declaration, it is not contemplated that the Corporation shall have any responsibility for the maintenance or repair of the dwellings or their appurtenances and the responsibility and duties of the Corporation for maintenance and repairs shall be limited to the Common Areas and community facilities, except as provided herein. The Owner of any Living Unit shall, at his own expense, maintain his Lot and dwelling, and any and all appurtenances thereto, in good order, condition and repair and in a clean, sightly and sanitary condition at all times.

Section 2. Basis of Assessment. The basis for the Neighborhood Assessment shall be the same as for the Annual General Assessment, as set forth in the Declaration.

Section 3. Maximum Neighborhood Assessment. Until the first day of the fiscal year following commencement of assessments in the Neighborhood, the maximum annual Neighborhood Assessment shall be \$330.00, per living unit.

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Section 4. Change in Maximum. From and after the first day of the fiscal year immediately following the commencement of Neighborhood Assessments in the Neighborhood;

(a) The Board of Trustees may increase the maximum each year by the greater of : (1) a factor of not more than ten percent (10%) of the maximum for the current fiscal year plus the amount by which any ad valorem real estate taxes and casualty and other insurance premiums payable by the Corporation with respect to the Neighborhood have increased over amounts payable for the same or similar items for the previous year; or (2) the percentage increase, if any, over the twelve (12) month period ending five (5) months prior to the start of the fiscal year, in the Consumer Price Index, or equivalent, as published by the U.S. Labor Department for the Metropolitan Washington Area; such increase shall become effective the first day of the next year.

(b) The maximum may be increased above the amount which can be set by the Board with the affirmative vote of at least two-thirds (2/3) of the votes of a Quorum of Owners who own Lots in the Neighborhood.

Section 5. Method of Assessment. The assessments shall be levied by the Corporation against Assessable Units in the Neighborhood, and collected and disbursed by the Corporation. As provided in the Declaration, by a vote of at least two-thirds (2/3) of the Trustees, the Board shall fix the annual Neighborhood Assessment and the date(s) such assessments become due, with the ADVISE of the Owners of Assessable Units in the Neighborhood. Written notice of the annual assessment shall be sent to every Owner of an Assessable Unit subject thereto.

WER 6153 FORM 473

ARTICLE IV

PARKING

The Corporation shall promulgate such rules and regulations as needed to regulate the use of any parking areas that may be constructed or authorized on Neighborhood Common Area for the benefit of all Owners, which rules and regulations may include assignment of parking spaces.

ARTICLE V

PROTECTIVE COVENANTS

Section 1. Completion of Structures. The exterior of any new structure and the grounds related thereto must be substantially completed in accordance with the plans and specifications approved by the Architectural Review Board within eighteen (18) months after construction of the same shall have commenced, except that said Board may grant extensions where such completion is impossible or is the result of matters beyond the control of the Owner or Builder, such as strikes, casualty losses, national emergencies or acts of God.

Section 2. Residential Use. All Lots and Living Units designated for residential use shall be used, improved and devoted exclusively to residential use, except home professions may be pursued if permitted by Montgomery County, Maryland. Nothing herein shall be deemed to prevent an Owner from leasing a Living Unit to a Single Family, provided such lease shall be in writing and subject to all of the provisions of the Governing Documents with any failure by a lessee to comply with the terms

MR 6153 FOLIO 74

of the Governing Documents constituting a default under the lease.

Section 3. Vehicles. No portion of the property subjected hereto shall be used for the repair of motor vehicles. Use and storage of all vehicles and recreational equipment upon the Common Area and Lots or upon any street, public or private, adjacent thereto shall be subject to rules promulgated by the Board of Trustees as provided herein;

(a) All motor vehicles including, but not limited to, trail bikes, motorcycles, dune buggies and snowmobiles shall be driven only upon paved streets and parking lots. No motor vehicles shall be driven on pathways or Common Areas, except such vehicles as are authorized by the Corporation as needed to maintain, repair or improve the Common Area. This prohibition shall not apply to normal vehicular use of designated streets and lanes constructed on Common Area.

(b) Parking of all commercial and recreational vehicles and related equipment, other than on a temporary and nonrecurring basis, shall be in garages or screened enclosures approved by the Architectural Review Board or in areas designated by the Corporation for such parking.

Section 4. Pets. Subject to limitations as may from time to time be set by the Corporation, no more than two (2) generally recognized house or yard pets may be kept and maintained on a lot or in a living unit, provided such pets are not kept or maintained for commercial purposes. All pets must be kept under the control of their owner when they are outside of the Lot and must not become a nuisance to other residents.

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Section 5. Clothes Drying Equipment. No clothes lines or other clothes drying apparatus shall be permitted on any Lot, except as approved in writing by the Architectural Review Board.

Section 6. Antennas. Exterior television or other antennae are prohibited, except as approved in writing by the Architectural Review Board.

Section 7. Trash Receptacles. Storage, collection and disposal of trash shall be in compliance with rules set by the Architectural Review Board.

Section 8. Trash Burning. Trash, leaves and other similar material shall not be burned without the prior written consent of the Corporation.

Section 9. Signs. No signs of any type shall be displayed to public view on any Lot or the Common Area without the prior written consent of the Architectural Review Board, except customary name and address signs meeting established Architectural Review Board standards.

Section 10. Mailboxes and Newspaper Tubes. Only mailboxes and newspaper tubes meeting the design standards of the Corporation shall be permitted.

Section 11. Fences and Walls. No fence, wall, tree, hedge or shrub planting shall be erected or maintained in such a manner as to obstruct site lines for vehicular traffic. All fences or enclosures must be approved by the Architectural Review Board as to location, material and design. Any fence or wall built on any of the Lots shall be maintained in a proper manner so as not to detract from the value and desirability of surrounding property.

Section 12. Nuisances. No noxious or offensive activity shall be carried on upon any portion of the property subject hereto, nor shall anything be done thereon that may be or become a nuisance or annoyance to the neighborhood.

Section 13. Lighting. No exterior lighting shall be directed outside the boundaries of a Lot.

Section 14. Vegetation. No live trees with a diameter in excess of four inches (4"), measured twelve inches (12") above ground, nor trees in excess of two inches (2") in diameter, similarly measured, which are generally known as flowering trees (such as dogwood or redbud) or as broad leaf evergreens (such as holly, laurel or rhododendron), no live vegetation on slopes of greater than twenty-five percent (25%) gradient or marked "conservation areas" on preliminary or site plans approved by the Maryland National Capital Park and Planning Commission-Montgomery County Planning Board may be cut without prior approval of the Architectural Review Board. The Corporation shall set rules for cutting of trees to allow for selective clearing or cutting.

Section 15. Management. Any agreement for management of the Neighborhood shall be terminable by the Corporation for cause upon thirty (30) days written notice thereof and terminable by either party without cause and without payment of a termination fee upon ninety (90) days written notice thereof. The term of any such agreement may not exceed one year.

Section 16. Rules. From time to time the Board of Trustees shall adopt rules, including but not limited to, rules to implement the provisions of this Article and such rules as are

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required herein. Such rules may be adopted or amended by at least a two-thirds (2/3) vote of the Board of Trustees, following a public hearing for which due notice has been provided to Members. All such rules and any subsequent amendments thereto shall be placed in the Book of Resolutions and shall be binding on all Members, except where expressly provided otherwise in such rules.

Section 17. Exceptions. The Board of Trustees may issue temporary permits to exempt any prohibitions expressed or implied by this Article, provided the Board can show good cause and acts in accordance with adopted guidelines and procedures.

So long as DUMONT OAKS CORPORATION or a Builder are engaged in developing or improving any portion of the Properties, such persons or entities shall be exempt from the provisions of this Article affecting movement and storage of building materials, equipment, and motor vehicles, erection and maintenance of directional and promotional signs and conduct of sales activities, including maintenance of model Living Units having approval of the Architectural Review Board. Such exemption shall be subject to such rules as may be established by the Developer to maintain reasonable standards of safety, cleanliness and general appearance of the Properties.

ARTICLE VI

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as part of the original construction of the Living Units upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not

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inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Rights of Owners. The Owners of contiguous Lots who have a party wall or party fence shall both equally have the right to use such wall or fence, provided that such use by one Owner does not interfere with the use and enjoyment of same by the other Owner.

Section 3. Damage or Destruction. In the event that any party wall or party fence is damaged or destroyed (including deterioration from ordinary wear and tear and lapse of time):

(a) through the act of an Owner or any of his agents or guests or members of his family (whether or not such act is negligent or otherwise culpable), it shall be the obligation of such Owner to rebuild and repair the party wall or fence without cost to the other adjoining lot Owner or Owners.

(b) other than by the act of an Owner, his agents, guests or family, it shall be the obligation of all Owners whose Lots adjoin such wall or fence to rebuild and repair such wall or fence at their joint and equal expense.

Notwithstanding any provision herein, there shall be no impairment of the structural integrity of any party wall without the prior consent of all Owners of any interest therein, whether by way of easement or in fee.

Section 4. Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this

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Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 5. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

Section 6. Encroachment. If any portion of a party wall shall encroach upon any adjoining lot or upon the Common Areas or community facilities by reason of the repair, reconstruction, settlement or shifting of any building, or otherwise, a valid easement for the encroachment and for the maintenance of the same as long as the building stands, shall exist.

ARTICLE VII

INSURANCE

Section 1. Obligation of Owners. In order to protect adjoining Owners and to insure that there are sufficient funds available to an Owner to restore his Living Unit in case of damage or destruction, each Owner of a lot upon which a single attached Living Unit is constructed shall maintain a fire and extended coverage insurance policy in an amount equal to the full replacement value (exclusive of land, excavation and other items normally excluded from coverage) of all improvements constructed on such lot. Any policy obtained shall provide that it may not be cancelled except upon ten (10) days' written notice to the Corporation.

Such Owner shall pay for such fire and extended coverage insurance when required by the policy therefor, and if the Owner

PR 6153 FOLIO 80

fails to obtain such fire and extended coverage insurance, or fails to pay such insurance premiums as required, the Corporation may (but shall not be obligated to) obtain such insurance and/or make such payments for such Owner, and the cost of such payments shall thereupon become a Special Assessment on the Owner's Assessable Unit.

From time to time the Corporation may require Owners to provide evidence of compliance with this Article.

ARTICLE VIII

RIGHTS OF FIRST MORTGAGEES

Section 1. Any First Mortgagee who obtains title to a Lot pursuant to the remedies provided in the deed of trust, or foreclosure of the deed of trust, or deed of assignment in lieu of foreclosure, will not be liable for such Lot's unpaid dues or charges which accrue prior to the acquisition of title to the Lot by the First Mortgagee.

Section 2. Unless at least three-fourths (3/4) of all First Mortgagees and at least three-fourths (3/4) of the Owners in "PRELUDE MANOR" Neighborhood have given their prior written approval, the Corporation shall not:

(a) by act or omission seek to abandon, partition, subdivide, release, encumber, sell or transfer the Common Area or other property owned by the Corporation in "PRELUDE MANOR" Neighborhood. The granting of easements for public utilities or other public purposes consistent with the intended use of the Common Area by the Corporation shall not be deemed a transfer within the meaning of this clause,

NR 6153 (ALN 48)

(b) change the method of determining the assessments,
(c) by act or omission change, waive or abandon the architectural controls or enforcement thereof established by this Supplementary Declaration,

(d) fail to maintain fire and extended coverage on insurable parts of the Common Area or other Corporation property situated in "PRELUDE MANOR" Neighborhood in an amount not less than one hundred percent (100%) of the insurable value based on current replacement cost,

(e) use hazard insurance proceeds for losses to the Common Area or other Corporation property for other than the repair, replacement, or reconstruction of such property.

Section 3. A First Mortgagee may, jointly or singularly, pay taxes or other charges which are in default and which may or have become a charge against the Common Area in "PRELUDE MANOR" Neighborhood, and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage upon the lapse of a policy for such Common Area. The First Mortgagee or Mortgagees making such payments shall be owed immediately reimbursement therefor from the Corporation.

Section 4. The assessments imposed by the Neighborhood shall include an adequate reserve fund for maintenance, repairs, and replacements for those parts of the Common Area which must be replaced on a periodic basis. Such reserves shall be payable in regular installments rather than by special assessments.

Section 5. The Corporation shall be empowered to obtain fidelity coverage against dishonest acts on the part of directors, managers, Trustees, employees, or agents responsible

MR 6153 VOL 482

for handling funds collected and held for the benefit of the Corporation.

Section 6. The Corporation shall maintain a comprehensive policy of public liability insurance covering the Common Area situated in "PRELUDE MANOR" Neighborhood. Such insurance policy shall contain a severability of interest clause or endorsement, which shall preclude the insurer from denying the claim of an owner because of negligent acts of the Corporation or other owners. The scope of coverage shall include all coverage in kinds and amounts commonly obtained with regard to projects similar in construction, location and use.

Section 7. The Corporation shall cause the immediate repair, reconstruction or renovation of any damage to the Common Area or Corporation property located in "PRELUDE MANOR" Neighborhood unless a decision not to repair, reconstruct or renovate is approved by at least seventy-five percent (75%) of all First Mortgagees of Lots in "PRELUDE MANOR" Neighborhood.

Section 8. In the event that there is a condemnation of the Common Area or other Corporation property, to the extent practicable, condemnation proceeds shall be used to repair or replace the property taken by condemnation.

Section 9. Should there be excess casualty insurance or condemnation proceeds after the renovation, repair, or reconstruction called for herein, such excess proceeds may be distributed equally to the owners, apportioned equally by lot, subject, however, to the priority of a First Mortgagee with

SER 6153 FOLIO 83

regard to the proceeds applicable to the Lot securing said Mortgage.

ARTICLE IX

NEIGHBORHOOD COMMON AREA

The following property is hereby designated as Neighborhood Common Area, as defined in Article I, Section 5 of the Declaration, for the benefit of "PRELUDE MANOR" Neighborhood:

Parcels L and I, Block A, in the subdivision known as DUMONT OAKS, as per plat thereof recorded in Plat Book 123, at Plat No. 14385, among the Land Records of Montgomery County, Maryland; and

Parcels J and K, Block A, in the subdivision known as DUMONT OAKS, as per plat thereof recorded in Plat Book 123, at Plat No. 14384, among the Land Records of Montgomery County, Maryland.

ARTICLE X

GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Supplementary Declaration shall run with and bind the land for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of twenty-five (25) years, unless at the expiration of any such period the covenants and restrictions are expressly terminated by an instrument signed by the Owners of at least seventy-five percent (75%) of the Lots in "PRELUDE MANOR" Neighborhood. A termination must be recorded among the Land Records of Montgomery County, Maryland to become effective.

Section 2. Amendment. This Supplementary Declaration may be amended at any time by an instrument signed by the Class C Member, if any, and by the Owners of at least seventy-five

NR 6153 FOLIO 484

percent (75%) of the Lots in "PRELUDE MANOR" Neighborhood; provided, however, that the Developer shall not amend or remove this Declaration without the consent of DUMONT OAKS COMMUNITY ASSOCIATION, INC. Any amendment must be recorded among the Land Records of Montgomery County, Maryland to become effective.

As long as the Class C membership exists, amendment of this Supplementary Declaration requires the approval of the Federal Mortgage Agencies, should they have an interest in the Properties in "PRELUDE MANOR" Neighborhood. Nothing herein shall modify the provisions of the Declaration with respect hereto.

Section 3. Construction and Enforcement. The provisions hereof shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of the "PRELUDE MANOR" Neighborhood and the community of DUMONT OAKS. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain, enjoin violation or to recover damages, or both, against any Lot to enforce the lien created hereby; and the failure or forbearance by the association or the Owner of any Lot to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter, nor shall any such failure be the basis for claim for damages or otherwise against the Developer, its successors and assigns. Furthermore, in the event of claim or demand against the Developer for such failure, the Corporation shall indemnify and

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hold the Developer harmless from any expenses, including reasonable attorneys' fees, for its defense.

The provisions hereof may be enforced, without limitation, by the Corporation, by any Owner within "PRELUDE MANOR" Neighborhood, or any mortgagee of any lot which becomes subject to the provisions hereof, and by any other person, firm, corporation or other legal entity who has any right to the use of any of the Common Area and community facilities owned by the Corporation, including, again without limitation, any person, firm, corporation or other legal entity who has any right to the use of any of the streets or road ways owned by the Corporation.

There shall be and there is hereby created and declared to be a conclusive presumption that any violation or breach or attempted violation or breach of any of the within covenants or restrictions cannot be adequately remedied by action of law or exclusively by recovery of damages.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions, which shall remain in full force and effect.

Section 5. Terms and Definitions. The terms used herein shall have the same meaning and definition as set forth in the DUMONT OAKS DECLARATION AND COVENANTS AND RESTRICTIONS. The captions contained herein are for convenience only and are not a part of this Supplementary Declaration and are not intended in any way to limit or enlarge the terms and provisions of this Supplementary Declaration. Whenever the context so requires, the

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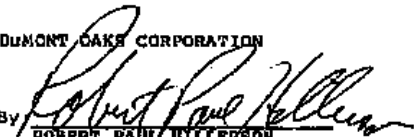
male shall include all genders and the singular shall include the plural.

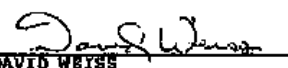
Section 6. Contravention. Nothing contained herein shall be construed as altering, amending or vacating the provisions of the Code of Montgomery County, Maryland, which shall have full force and effect on all property subject to this Supplementary Declaration.

IN WITNESS WHEREOF, DUMONT OAKS CORPORATION has caused this Supplementary Declaration of Covenants and Restrictions to be signed in its corporate name by ROBERT PAUL HILLERSON, its President, attested by DAVID WEISS, its Secretary, and its corporate seal to be hereunto affixed; and does hereby constitute and appoint ROBERT PAUL HILLERSON its true and lawful attorney in fact, for it and in its name to acknowledge and deliver these presents as its act and deed.

ATTEST:

DUMONT OAKS CORPORATION

By 
ROBERT PAUL HILLERSON
President


DAVID WEISS
Secretary

STATE OF MARYLAND

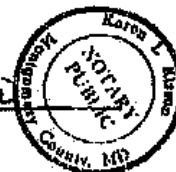
COUNTY OF MONTGOMERY, to wit:

I HEREBY CERTIFY that on this 9th day of August, 1983, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared ROBERT PAUL HILLERSON

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who is personally well known to me to be the President of DUMONT
OAKS CORPORATION, and by virtue of the authority vested in him,
acknowledged the same to be the act and deed of said Corporation
and that he executed the same for the purposes therein contained.
WITNESS my hand and official seal.

Karen L. Kline
NOTARY PUBLIC



My commission expires: 7-1-86

THIS IS TO CERTIFY that the within instrument was prepared
by or under the supervision of the undersigned, an attorney duly
admitted to practice before the Court of Appeals of Maryland.

Robert Paul Hillerson
Robert Paul Hillerson

Parcel T.D. No. 5-1-273901 and 5-1-273898
Title Insurer: First American Title Insurance Company
Address of Dumont Oaks Corporation: 8630 Fenton St., Suite 121,
Silver Spring, MD 20910

LIBER 6241 FOLIO 599

FIRST AMENDMENT TO SUPPLEMENTARY
DECLARATION OF COVENANTS AND RESTRICTIONS

THIS FIRST AMENDMENT to SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS ("First Amendment") is made this 31st day of October, 1983, by the DuMONT OAKS CORPORATION, hereinafter called the "Developer".

WITNESSETH:

WHEREAS, the Developer executed the SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS ("Supplementary Declaration") dated the 9th day of August, 1983, in conjunction with the establishment of a community of DuMont Oaks known as PRELUDE MANOR, as a residential planned community; and

WHEREAS, said Supplementary Declaration is recorded in Liber 6153, folio 469, among the Land Records of Montgomery County, Maryland; and

WHEREAS, ARTICLE X, Section 2. of said Supplementary Declaration reserved to the Developer the right to amend said Supplementary Declaration; and

WHEREAS, the Developer desires to amend said Supplementary Declaration in order to obtain approval of the Maryland National Capital Park and Planning Commission of said Supplementary Declaration.

NOW, THEREFORE, Developer hereby amends said Supplementary Declaration, as follows:

1. ARTICLE X, Section 7. is hereby added as follows:

Section 7. Rights of the Maryland National Capital Park and

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Planning Commission. Any other provision of the Bylaws, the Declaration, or the Articles of Incorporation of the Association to the contrary notwithstanding, neither the members, the Board of Trustees nor the Association shall, by act or omission, take any of the following actions without the prior written consent of the Commission, which consent shall not be unreasonably withheld or delayed:

a) abandon, partition, dedicate, subdivide, encumber, sell or transfer any of the Common Areas or Community Facilities; provided, however, that the granting of rights-of-way, easements and the like for public utilities or for other purposes consistent with the use of the Common Areas and Community Facilities by the members of the Association shall not be considered a transfer within the meaning of this Section; or

b) abandon or terminate the Declaration or Supplementary Declaration; or

c) modify or amend any material or substantive provision of the Declaration, Supplementary Declaration, the Bylaws or the Articles of Incorporation of the Association; or

d) merge or consolidate the Association with any other entity or sell, lease, exchange or otherwise transfer all or substantially all of the assets of the Association to any other entity; or

e) substantially modify the method of determining and collecting assessments as provided in the Declaration and Supplementary Declaration.

MR 6241 FOLIO 601

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

2. Except as modified herein the SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS is hereby ratified and affirmed in all respects.

IN WITNESS WHEREOF, the Developer, DUMONT OAKS CORPORATION, a Maryland Corporation, has caused this FIRST AMENDMENT TO SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS to be executed by ROBERT PAUL HILLERSON, its President, attested by DAVID WEISS, its Secretary, and its corporate seal to be hereunto affixed; and does hereby constitute and appoint ROBERT PAUL HILLERSON its true and lawful attorney in fact, for it and in its name to acknowledge and deliver these presents as its act and deed.

ATTEST:

DUMONT OAKS CORPORATION


DAVID WEISS
Secretary

BY: 
ROBERT PAUL HILLERSON
President

STATE OF MARYLAND

COUNTY OF MONTGOMERY, SS:

I HEREBY CERTIFY that on this 31st day of October, 1983, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared ROBERT PAUL HILLERSON who is personally well known to me to be the President of DUMONT OAKS CORPORATION, and by virtue of the authority vested in him,

HER 6241 FOLIO 602

acknowledged the same to be the act and deed of said Corporation
and that he executed the same for the purposes therein contained.

WITNESS my hand and official seal.

My Commission Expires: 7/1/86

Notary Public



THIS IS TO CERTIFY that the within instrument was
by or under the supervision of the undersigned, an attorney duly
admitted to practice before the Court of Appeals of Maryland

Robert Paul Hillerson
Robert Paul Hillerson

This FIRST AMENDMENT TO SUPPLEMENTARY DECLARATION OF
COVENANTS AND RESTRICTIONS is hereby approved.

DUMONT OAKS COMMUNITY
ASSOCIATION, INC.

ATTEST:

BY: *Robert Paul Hillerson*
ROBERT PAUL HILLERSON
President

David Weiss
DAVID WEISS
Secretary

Parcel I.D. NO. E-1-273001 and E-1-273008
Title Insurer: Lawyers Title Insurance Corporation
Address of Dumont Oaks Corporation: 8630 Panton St., Suite 123,
Silver Spring, MD 20910

LIBER 6443 FOLIO 924

SECOND AMENDMENT TO
SUPPLEMENTARY DECLARATION OF
COVENANTS AND RESTRICTIONS

10 5-73-2321507
10 5-73-2321518

THIS DECLARATION is made this 15th day of June, 1984, by
DUMONT OAKS CORPORATION, a corporation organized and existing
under the laws of the State of Maryland, hereinafter called
"Developer".

WITNESSETH:

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WHEREAS, DUMONT OAKS CORPORATION, Developer, has heretofore
imposed certain covenants and restrictions upon other real
property by DUMONT OAKS DECLARATION OF COVENANTS AND RESTRICTIONS
hereinafter sometimes referred to as "DECLARATION"), dated the
15th day of March, 1981, and recorded on the 30th day of March,
1981, in Liber 5676, at Folio 171, among the Land Records of
Montgomery County, Maryland, and relating to the Neighborhood
known as "PRELUDE MANOR", SUPPLEMENTARY DECLARATION OF COVENANTS
AND RESTRICTIONS (hereinafter sometimes referred to as
"SUPPLEMENTARY DECLARATION"), dated the 8th day of August, 1983,
and recorded on the 12th day of August, 1983, in Liber 6151, at
Folio 469, among the Land Records of Montgomery County, Maryland,
and FIRST AMENDMENT TO SUPPLEMENTARY DECLARATION OF COVENANTS AND
RESTRICTIONS, dated the 31st day of October, 1983 and recorded
the 18th day of November, 1983, in Liber 6241, folio 599, among
said Land Records; and

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CLERK OF DISTRICT COURT

1900

Verified By: CB

LIBER 64 63 FOLD 325

WHEREAS, certain Lots and Common Area described in said SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS have been resubdivided; and

WHEREAS, Developer desires to set forth the legal description of the resubdivided Lots and Common Area to be included in said Neighborhood known as "PRELUDE MANOR"; and

NOW THEREFORE, the parties hereto hereby declare as follows:

1. All the terms and conditions of the DECLARATION, SUPPLEMENTARY DECLARATION and said FIRST AMENDMENT thereto, as aforesaid, are hereby imposed upon the real property hereinafter described and Developer hereby declares that said real property is and shall be held, conveyed, hypothecated, encumbered, sold, leased, rented, used, occupied, and improved subject to the covenants, restrictions, assessments, charges and liens set forth in the aforesaid DECLARATION, SUPPLEMENTARY DECLARATION and said FIRST AMENDMENT as a part of the Neighborhood of DUMONT OAKS COMMUNITY ASSOCIATION, INC., known as "PRELUDE MANOR", just as if all of said covenants and restrictions were fully set forth herein.

2. The real property subject to this SECOND AMENDMENT TO SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS which consists of resubdivided Lots and Common Area is described on Exhibit "A", attached hereto and incorporated herein by this reference.

3. Except as hereby modified, the terms and conditions set forth in the aforesaid DECLARATION, SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS, and said FIRST AMENDMENT thereto are hereby ratified and affirmed.

LIBER 6443 FOLIO 326

IN WITNESS WHEREOF, DUMONT OAKS CORPORATION has caused this SECOND AMENDMENT TO SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS to be signed in its corporate name by ROBERT PAUL HILLERSON, its President, attested by DAVID WEISS, its Secretary, and its corporate seal to be hereunto affixed; and does hereby constitute and appoint ROBERT PAUL HILLERSON its true and lawful attorney in fact, for it and in its name to acknowledge and deliver these presents as its act and deed.

ATTEST:

David Weiss
DAVID WEISS
Secretary

DUMONT OAKS CORPORATION

By *Robert Paul Hillerson*
ROBERT PAUL HILLERSON
President

STATE OF MARYLAND
COUNTY OF Prince Georges to wit:

I HEREBY CERTIFY that on this 25th day of June, 1984, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared ROBERT PAUL HILLERSON who is personally well known to me to be the President of DUMONT OAKS CORPORATION, and by virtue of the authority vested in him, acknowledged the same to be the act and deed of said Corporation.

WITNESS my hand and official seal.

My commission expires: 7/1/86

THIS IS TO CERTIFY that the within instrument was prepared by or under the supervision of the undersigned, an attorney duly admitted to practice before the Court of Appeals of Maryland.

Robert Paul Hillerson
ROBERT PAUL HILLERSON

LIBER 5449 FOLIO 927

EXHIBIT A

Lots numbered 221 through 234, both inclusive, and Parcels "M" and "N", Block A, in the subdivision known as DUNCAN OAKS, as per plat thereof, recorded in Plat Book 137, at Plat No. 14816, among the Land Records of Montgomery County, Maryland.

LIBER 6475 FOLIO 570

THIRD AMENDMENT TO
SUPPLEMENTARY DECLARATION OF
COVENANTS AND RESTRICTIONS

THIS DECLARATION is made this 25th day of July, 1984, by DUMONT OAKS CORPORATION, a corporation organized and existing under the laws of the State of Maryland, hereinafter called "Developer" and THE RYLAND GROUP, INC., a corporation organized and existing under the laws of the State of Maryland, hereinafter called "Builder".

WITNESSETH:

WHEREAS, DUMONT OAKS CORPORATION, Developer, has heretofore imposed certain covenants and restrictions upon other real property by DUMONT OAKS DECLARATION OF COVENANTS AND RESTRICTIONS (hereinafter sometimes referred to as "DECLARATION"); dated the 25th day of March, 1981, and recorded on the 30th day of March, 1981, in Liber 5576, at Folio 171, among the Land Records of Montgomery County, Maryland, and relating to the Neighborhood known as "PRELUDE MANOR", SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS (hereinafter sometimes referred to as "SUPPLEMENTARY DECLARATION"), dated the 8th day of August, 1983, and recorded on the 12th day of August, 1983, in Liber 6113, at Folio 669, among the Land Records of Montgomery County, Maryland, FIRST AMENDMENT TO SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS, dated the 31st day of October, 1983 and recorded the 16th day of November, 1983, in Liber 6241, folio 599, among

JUL 30 PM 3 58
CLERK'S OFFICE
MONTGOMERY COUNTY, MD

0460

R. H. Hagedorn

RECORDED
INDEXED
MONTGOMERY COUNTY, MD
JUL 30 PM 3 58

LIBER 6475 FOLIO 571

said Land Records of Montgomery County, Maryland; and SECOND AMENDMENT TO SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS, dated the 25th day of June, 1984 and recorded the 26th day of June, 1984, in Liber 5443, folio 324, among the Land Records of Montgomery County, Maryland; and

WHEREAS, the said Lots and Common Area described in said SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS and SECOND AMENDMENT, thereto, have been resubdivided again; and

WHEREAS, Developer and Builder desire to set forth the legal description of the resubdivided Lots and Common Area to be included in said Neighborhood known as "PRELUDE MANOR"; and

NOW THEREFORE, the parties hereto hereby declare as follows:

1. All the terms and conditions of the DECLARATION, SUPPLEMENTARY DECLARATION, FIRST AMENDMENT thereto, and SECOND AMENDMENT thereto, as aforesaid, are hereby imposed upon the real property hereinafter described and Developer hereby declares that said real property is and shall be held, conveyed, hypothecated, encumbered, sold, leased, rented, used, occupied, and improved subject to the covenants, restrictions, easements, charges and liens set forth in the aforesaid DECLARATION, SUPPLEMENTARY DECLARATION and said FIRST AMENDMENT as a part of the Neighborhood of DUMONT OAKS COMMUNITY ASSOCIATION, INC., known as "PRELUDE MANOR", just as if all of said covenants and restrictions were fully set forth herein.

2. The real property subject to this THIRD AMENDMENT TO SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS which consists of resubdivided Lots and Common Area is described on

THIS IS A
CERTIFICATE OF
RECORDATION
ISSUED BY THE
CLERK OF THE
CIRCUIT COURT
FOR THE
JUDICIAL
CIRCUIT IN
MONTGOMERY
COUNTY,
MARYLAND,
ON THE
28TH DAY OF
JUNE, 1984,
AT THE
RECORDING
OFFICE,
IN
EVIDENCE
WHEREOF,
THE
CLERK
HEREBY
CERTIFIES
THAT
THE
FOREGOING
IS
A
TRUE
AND
CORRECT
COPY
OF
THE
ORIGINAL
FILED
IN
LIBER
6475
FOLIO
571

LIBER 8475 FOLIO 572

Exhibit "A", attached hereto and incorporated herein by this reference.

3. Except as hereby modified, the terms and conditions set forth in the aforesaid DECLARATION, SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS, FIRST AMENDMENT thereto, and said SECOND AMENDMENT thereto are hereby ratified and affirmed.

IN WITNESS WHEREOF, DUNMONT OAKS CORPORATION has caused this THIRD AMENDMENT TO SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS to be signed in its corporate name by ROBERT PAUL HILLENBOM, its President, attested by DAVID WEISS, its Secretary, and its corporate seal to be hereunto affixed; and does hereby constitute and appoint ROBERT PAUL HILLENBOM its true and lawful attorney in fact, for it and in its name to acknowledge and deliver these presents as its act and deed.

ATTEST:

David Weiss
DAVID WEISS, Secretary

DUNMONT OAKS CORPORATION

By: Robert Paul Hillenbom
ROBERT PAUL HILLENBOM
President

BUILDER:

THE HILLAND GROUP, INC.

By: Timothy R. Doyle
TIMOTHY R. DOYLE
Vice-President

ATTEST:

Marcia A. Lubore
MARCIA LUBORE
Assistant Secretary

THIS INSTRUMENT
WAS RECORDED FOR
RECORDING PURPOSES
ON 08/08/2007 AT
10:00 AM

LIBER 6475 FOLIO 573

STATE OF MARYLAND
COUNTY OF MONTGOMERY, TO WIT:

I HEREBY CERTIFY that on this 27th day of July, 1984, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared ROBERT PAUL HILLERSON who is personally well known to me to be the President of DUMONT OAK CORPORATION, and by virtue of the authority vested in him, acknowledged the same to be the act and deed of said Corporation.

WITNESS my hand and official seal.

My commission expires: 7/1/86



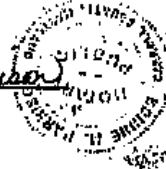
STATE OF MARYLAND
COUNTY OF MONTGOMERY, TO WIT:

I HEREBY CERTIFY that on this 27 day of July, 1984, personally appeared TIMOTHY M. DOYLE, who is personally well known to me as the person named as attorney-in-fact as aforesaid, and by virtue vested in him as aforesaid, acknowledged the same to be the act and deed of THE RYLAND GROUP, INC., the Declarant therein, for the purposes therein contained.

WITNESS my hand and official seal.

My commission expires: 7/1/86

Bonnie M. Harrison
Notary Public
Bonnie M. Harrison



THIS IS TO CERTIFY that the within instrument was prepared by or under the supervision of the undersigned, an attorney duly admitted to practice before the Court of Appeals of Maryland.

Robert Paul Hillerson
ROBERT PAUL HILLERSON

Notary Public
Certified by the State of Maryland
Notary Public
Certified by the State of Maryland
Notary Public
Certified by the State of Maryland

LIBER 6475 FOLIO 574

EXHIBIT A

Lots numbered Two Hundred Thirty Five (235) through Two Hundred Forty Eight (248), both inclusive, and Parcels "Q" and "R", in Block "A", in the subdivision known as DUMONT OAKS, as per plat of correction, recorded in Plat Book 127, Plat No. 14667, among the Land Records of Montgomery County, Maryland.

Tax ID No.: 5-73-2321507
5-73-2321518

Title Insurer: N/A

Party of the First Part: DuMont Oaks Community Association
8630 Fenton Street, Suite 123
Silver Spring, Maryland 20910

Party of the Second Part: The Ryland Group, Inc.
16220 Frederick Road
Gaithersburg, Maryland 20877

THIS IS A
COPY OF THE
ORIGINAL
RECORDED
IN A
SEPARATE
VOLUME
AND IS
NOT A
SUBSTITUTE
FOR THE
ORIGINAL
RECORD.