

MD HOMEOWNERS ASSOCIATION RESALE CERTIFICATE

Greenbrook Estates Homeowners Association, Inc.

Current Owner: Thomas Shawker (deceased)

**Property Address: 7014 Megan Ln
Greenbelt, MD 20770-3014**

Requestor Name: Shannon Stamm

Requestor Phone: 410-296-8440

Date Prepared: 10-17-2025

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

The following items are attached to this certificate:

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

1. Is the lot located in a development?

Yes

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

The assessment is due on the first of every quarter (Jan, April, July and Oct) in the amount \$186.

3. As of the date of this Certificate, the following unpaid common expenses, or special assessments, adopted by the Association is:

Please order a Payoff prior to settlement for the current balance due, and amounts to collect.

The balance is \$186 as of 10/17.

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

Yes

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

Yes

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

None

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

None

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

August 2025

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

MD HOMEOWNERS ASSOCIATION RESALE CERTIFICATE

Greenbrook Estates Homeowners Association, Inc.

2025

10. Does the budget include the current reserve study report or a summary of the report, a statement of the status and amount of any reserve or replacement fund?

Yes

11. Unsatisfied judgments as of the date of this certificate are listed here. As of the date of this Certificate, the Association is a party to the following pending lawsuits, excluding assessment collection suits:

None

12. The insurance policies provided for the benefit of the Association can be obtained from:

HMS Insurance Associates

443-632-3370

13. The policy is available for inspection during normal business hours at the offices of D. H. Bader Management, Inc., 10480 Little Patuxent Parkway, 10th Floor, Suite 1000, Columbia, MD 21044. The terms of the policy prevail over the description given in this Certificate.

14. The Council of Unit Owners has knowledge that the following alteration or improvement to the selling unit, or to the limited common elements assigned to the selling unit, violates a provision of the declaration, by-laws, or rules or regulations:

Lawn needs mowing and maintenance

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

None

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

N/A

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

MD HOMEOWNERS ASSOCIATION RESALE CERTIFICATE

Greenbrook Estates Homeowners Association, Inc.

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

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

TO BE COMPLETED BY THE SELLING UNIT OWNER

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

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

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

Name: *Kristyn Alahouzos

Phone: 301-953-1955 Ext: 315

Title: AR Manager

Date: 10-17-2025

Kristyn Alahouzos

Signature

MD HOMEOWNERS ASSOCIATION RESALE CERTIFICATE

Greenbrook Estates Homeowners Association, Inc.

Comments

Please be sure your Title Company orders a Closing Statement.

Approved Resolutions
Greenbrook Estates Homeowners Association, Inc.

Greenbrook Estates Homeowners
Association, Inc. is a Georgia
not-for-profit corporation
located at 11445 Peach
Lake Drive, Atlanta, GA
30327. Its principal office is
located at 11445 Peach Lake
Drive, Atlanta, GA 30327.

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

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Architectural Guidelines

Greenbrook Estates Homeowners Association, Inc.

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Greenbrook, N.J. 07034
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Association, Inc.

GREENBROOK ESTATES HOMEOWNERS ASSOCIATION
ARCHITECTURAL CONTROL GUIDELINES (previous version 1994)
Fall 2002

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Greenbrook Estates Community Map

City of Greenbelt Information

Blank Application for Architectural Change or Construction

Examples ▼

Application for Architectural Change

Project Construction Diagram

Contractor Materials List

Property Site Plan

**ARCHITECTURAL CONTROL
COMMITTEE (ACC)**

1.0 INTRODUCTION

The Board of Directors and the Architectural Control Committee (ACC) of the Greenbrook Estates Homeowners Association have prepared these Guidelines to assist you in applying for exterior alterations. We hope that these Guidelines will result in an equitable and consistent handling of applications.

At the time that you settled on your property, you also signed a legal document agreeing to abide by the Covenants of the community. The Covenants, upon which these Guidelines are based, serve as a binding legal obligation for all homeowners. They are designed to provide certain minimum standards for land use, architectural design, and property maintenance. The Board of Directors (elected by homeowners at the annual meeting) and the Architectural Control Committee (ACC), a committee of three (3) or more homeowners designated from time to time by the Board of Directors, are charged with maintaining the Covenants of the community. Membership in the ACC and the opportunity to be elected to the Board of Directors is open to all homeowners.

The Declaration of Covenants, Conditions, and Restrictions for Greenbrook Estates, define our association and set up the standards for our community. The ACC has prepared these Guidelines based on previous decisions and policies within the directives of the Covenants. These Guidelines explain what is most likely to be approved in typical circumstances, and they outline some minimum standards for maintenance. Certain projects in the Guidelines require an application. Details on submitting an application to the ACC, a blank application form, a community map, City of Greenbelt information and several examples of an acceptable application and accompanying documentation are included as an appendix to the Guidelines. In general, an application is required whenever a homeowner wishes to change or alter the exterior of their property. Exterior work that constitutes maintenance or repair does not require an application. Please note that these Guidelines do not preclude obtaining proper permits and clearances from the necessary agencies. When applicable, existing county, city, and state building permits and codes must be followed. The ACC does

not rule on county and city permits and variances required for exterior changes to property; it only rules on how your particular project relates to the community standards and Covenants. In addition, the ACC does not rule on the safety of any proposed project or change.

Enforcing the Covenants and maintaining the appearance of our community is the responsibility of every homeowner. The ACC does not wish to act as an independent police force for the neighborhood. It will, however, respond to complaints. When architectural complaints are brought in writing to the attention of the ACC, they are kept confidential and are investigated as promptly as possible. If a complaint is found to be in violation of the Covenants, the property owner is contacted and asked to correct the problem. A property owner who ignores the requests of the ACC may be subjected to fines and legal action.

In housing developments without architectural controls, deteriorating residences are often seen that detract from the overall appearance of the neighborhood - often discouraging prospective buyers. Such conditions have an adverse effect on property values within the community. Architectural controls are designed to prevent excesses and abuses, while affording flexibility in property utilization. The Board of Directors and the ACC realize that as the owner of a single family home, you think that you have the right to make alterations, to landscape according to your wishes, and to be afforded the privacy that you desire. These rights will be respected as much as possible. Neither the Board or the ACC wishes to be an intrusive force in the community. The overall goal of both the Board of Directors and the ACC is the same as that of all homeowners to keep our community an attractive and desirable place in which to live.

2.0 APPLICATIONS

2.1 STEPS FOR SUBMITTING AN APPLICATION

Step 1. Read the guidelines pertaining to your project.

It is impossible to write guidelines that cover all exterior changes and maintenance. When a guideline is not available for the project you are proposing, a complete application should be submitted explaining as completely as possible your proposal. Although some architectural modifications do not require an application to the ACC, it is better to err on the side of caution than to simply assume that an application is not required.

Budget your time so that your application can reach the ACC for action at the appropriate time. Applications are reviewed and processed as expeditiously as possible. However, a ruling by the ACC can take several weeks. All applications must be submitted by mail. Members of the ACC or the Board of Directors cannot personally accept applications.

Step 2. Complete the application form.

You may prefer to use a photocopy of the original application form located in the Appendix of this document, keeping the original for future use. Be sure that the application form is filled out completely and includes the appropriate signatures. An incomplete form or one that does not detail the project sufficiently for the ACC to review will be automatically rejected. Resubmitting an application could mean a substantial delay for your proposed project.

Applications for exterior constructions must describe as completely as possible the proposed construction. This should include a photograph, brochure, and/or detailed drawing of the structure. In addition, this drawing must be accompanied by a list of construction materials (foundation, siding, wood type, roofing, etc.), dimensions (length, width, height, and distance above grade), and a description of any architectural details such as railings, stairs, and trim along with a description or sample of any color. A copy of the site plan (plat) for your property **must** be included with the location and size of the proposed construction drawn in to show its relationship to the existing house and property lines. **If your application, including supporting documentation, is unclear, lacks a fully detailed description or is not the finalized plan for your project, it will be rejected.**

When applicable, existing county, city, and state building permits and codes must be followed. Approval of a project by the ACC does not relieve you of the need to obtain approval or permits from various jurisdictions nor does it relieve you of the responsibility for ensuring the safety of a project or construction. The ACC takes no responsibility for the safety of the proposed change.

Step 3. Mail the application to:

**Greenbrook Estates Homeowners Association
Architectural Control Committee (ACC)
c/o D.H. Bader Management Services
Suite 210, 14435 Cherry Lane Court
Laurel, MD 20707**

Additional application forms and copies of these guidelines are also available by mail at the above address.

Step 4. ACC Review and Decision.

The ACC will review your application. You will receive written notification that your application has been *Approved as Submitted*, *Approved with Provisions*, or *Denied*. The results of the ACC decision will be sent to you by mail. Your application and all supporting documentation will be kept permanently on file by the ACC and will not be returned.

Approved. If the ACC reviews the application and finds it acceptable, you may then begin your project. The project must be started within 6 months and be completed within 12 months of approval; otherwise, a new application must be made to the ACC. If any significant changes are made, you must notify the ACC to obtain consent. The ACC retains the right to inspect your project during construction or at completion to ensure that the project conforms to the original proposal.

Approved with Provisions. If the ACC reviews the application and approves it with provisions, a notice to that effect will be sent to you. If you begin work, the ACC will assume that you agree to the provision(s). If you do not agree with the provision(s), you may not start work. You may submit a separate, alternative proposal or a written justification of your position. If you wish to discuss

your project in person at an ACC meeting, you must request this in writing. You will be notified by mail of the date and place.

Denied. If the ACC has reviewed the application and not approved it, you are not authorized to begin the project. When an application is denied, an explanation is provided to the homeowner. If you want to appeal an unfavorable action, an appeal must be initiated within 30 days of the date of the ACC decision. You may either submit a written justification of your position for review by the ACC or you can discuss your project in person at an ACC meeting. If you wish to come to an ACC meeting, you must request this in writing.

If a satisfactory conclusion cannot be reached between an applicant and the ACC, the homeowner has the right to appeal to the Greenbrook Estates Board of Directors. A vote of two-thirds of the Board of Directors is required to reverse the decision of the ACC.

Step 5. Obtain county/city approval or permits before you begin work.

Applications approved by the Greenbrook Estates Homeowners Association are also subject to local covenants or restrictions and additional requirements of Prince George's County or the City of Greenbelt. It is the homeowner's responsibility to ensure compliance with all applicable local county and state ordinances, restrictions, and rules. Before issuing permits or granting approval for a project, Prince George's County and/or the City of Greenbelt may require that substantial modifications be made to the project. These modifications must be submitted to the ACC for its approval before you can begin work.

2.2 NON-COMPLIANCE

If you start alterations or construction without first obtaining written approval of plans, you do so at your own risk. If you fail to submit an application, or if your application is rejected or modified and you ignore this decision and proceed with your original proposal, you may incur the cost of having the alteration removed, risk having a fine levied by the Board of Directors, or face the costs of litigation. The

Covenants, which you signed upon taking possession of your home, is a legal contract providing the Board of Directors with the power and the means for levying a fine and placing a lien against your property in the event of non-compliance.

3.0 GUIDELINES

3.1 HOME EXTERIOR

3.1.1 General

Due to the age of the homes in our community, it is likely that original construction materials such as roof shingles, aluminum siding, doors, windows, shutters, louvers, garage doors, decorative hardware and trim are no longer manufactured or readily available for purchase. Replacement of these items with a substitute material requires an application. Every effort should be made to reasonably maintain the character of the neighborhood with regard to color, style, size and shape of the original; and where applicable, should be installed by a licensed and reputable contractor.

Roof shingles – Existing shingles typically are Class "A" 25-year 3 tab (11 3/4" tab width symmetrically spaced) multi-colored Fiberglass asphalt stapled on 15 lb. roofing felt paper over a plywood substrate. Building code allows up to two layers of asphalt shingles but replacement is usually preferred to overlaying the current roof. New roof installations should include new vent pipe collars, ice/water shields, metal valleys, drip/rake edge metals, ridge vents in conjunction with a working electric attic ventilator. A physical sample of the intended replacement shingles should be submitted for review.

Aluminum siding – Existing style of siding for homes in our community: *Porten Sullivan* homes – double Dutchlap 4 1/2" exposure, low gloss, woodgrain finish aluminum with a 1/2" panel height. *Michael T. Rose* homes – 5" double clapboard.

Replacement siding is now fabricated out of solid vinyl and is available in the original style and a wide range of colors with matching trim. Re-siding is to be limited to only those areas of the house that

originally had it and the original trim details around windows, doors, corners, eaves, etc. should be retained. A physical sample of the intended replacement siding should be submitted for review.

Doors, windows, garage doors, shutters, louvers, railings, entrance surrounds – Replacement materials are to be of similar style, (i.e. number of panels, double hung windows with pane inserts) and finish as the original. Garage doors with windows are not allowed unless included in original architectural design of house (Michael T. Rose). No decorative embellishments or unusual ornamentation in materials used are allowed. Exterior visible parts should be either painted or factory pre-finished. No stained finishes are permitted on the exterior of Porten Sullivan built homes. Original finishes on Michael T. Rose homes on Megan Lane and Kara Court can be maintained per the original design but applications must be submitted.

Painting – An application with color samples is required when any exterior structure or trim is to be painted a color different from its existing color. The new paint is considered to be different if the color itself changes (for example, yellow instead of green) or if, while the color remains the same, the shade is lighter or darker than the original. Residents are discouraged from adding colors when two or more colors already exist. Painting of concrete walks, steps or driveways, wood decks, wood landscape ties, mailbox posts, fences, sheds, gutters and downspouts is prohibited. Custom-built Michael T. Rose homes on Megan Lane and Kara Court that have original painted gutters and downspouts can maintain that finish as well as the stained siding, doors, windows and trim. (See community map in Appendix showing Michael T. Rose houses.)

Gutters and downspouts – Replacement of pre-finished, white, aluminum or vinyl guttering (5"wide) and downspouts (2" x 3") with white anchor straps and accessories do not require an application. Standard sizes and shapes to match existing shall be used. Seamless type gutters are recommended. An application is required for all other types including use of leaf guards or drip covers that may be visible from the ground. Half-

round gutter profiles or materials with galvanized or copper finishes are not permitted.

3.1.2 Antennas/Satellite Dishes

Exterior antennas and large satellite dishes are prohibited unless expressly allowed by law. Small Digital Satellite Systems (DDS) are authorized under the provisions of the Telecommunications Act of 1996.

3.1.3 Exterior Wiring

All exterior wiring, including that used for installation of satellite dishes, should be unobtrusive and not be visible away from the connection point with the house. Plantings that act as a screen where the wiring connects to the house are recommended.

3.1.4 Storm Doors, Awnings, Window Fans, Clotheslines, and Window Units

Storm doors are to be of simple design with no decorative embellishments and be in harmony with house. An application is required. Should a homeowner wish to replace a pre-existing, approved storm door with one of similar design and color, an application is not required.

Awnings, exterior clotheslines (temporary or permanent), window heating units, window ventilating fans, and window air conditioning units are prohibited.

3.1.5 Chimneys

Chimney installations need an application. They must match or coordinate with the existing architecture of the house.

3.1.6 Security Installations

In the interest of protecting property values, the installation of security doors and window bars is discouraged. Special applications will be considered. Embellished wrought iron security door/window bar designs are not acceptable. Installation of a professional security system is recommended.

Exterior security installations (i.e., security floodlights, lightning protection systems) are acceptable provided they remain unobtrusive. An application is required.

3.1.7 Temporary Lighting

Temporary lighting such as decorative holiday and festive lighting does not require approval. Holiday lighting shall not be installed and operating before the Friday after Thanksgiving in any year and shall be totally removed by January 31 of the following year.

3.1.8 Firewood

Stacked firewood should be in the backyard unless there is an unusual lot configuration that would make it less obvious in another location. If possible, stacked firewood should not be visible from the street. Plantings that act as a screen or a structural screen are suggested. It is recommended that firewood stacked near an existing structure be off the ground and separated by several inches from the structure to discourage termites and rodents.

3.2 EXTERIOR CONSTRUCTION – most exterior construction projects require county and/or city permits.

3.2.1 Sunrooms, Enclosed Decks, Additions

Sunrooms, enclosed decks, and building additions must have an application. Except for glass and minor trim, all attached structures must match or approximate as closely as possible the existing foundation, siding, roof shingles, and exterior trim of the house. Peaked roofs are preferred on sunrooms. No window heating units, fans, or air conditioning units are permitted.

3.2.2 Decks and Gazebos

Decks and gazebos must have an application. These shall be constructed of pressure-treated wood alone or in combination with cedar or redwood. Structures made from pre-painted composite materials are acceptable if plan is approved. Wood should not be painted and should be sealed or stained with a transparent sealant to protect against weathering. Railings and appropriate safety features should be

added. Structures made of plastic or rubber are not acceptable. Appropriate landscaping that acts as a screen is encouraged. These structures are limited to the back yard and must not protrude to the side beyond the right or left side of the house. No deck or gazebo may be constructed in on the side yard(s) of the house. In those instances of an unusual lot configuration or a shallow backyard, an exception may be granted. No decks or gazebos are allowed in the front yard.

3.2.3 Sheds and Storage Structures

Sheds, storage areas, and other non-inhabitable structures that are intended for storage of tools or supplies must have an application. All such structures are limited to the back yard, must not protrude to the side beyond the right or left side of the house, and should be located as close to the back of the house as possible, preferably attached to it. An exception may be made if an alternative location is available, depending on lot configuration. Roofing, siding, and trim of the structure must match the existing exterior of the house. If the structure is located adjacent to or is part of another structure (such as an existing deck), then it must be constructed of and match the existing structure. It must not be painted but should be sealed or stained to protect against weathering. **Prefabricated, store-purchased sheds such as those having lustrous and shiny metallic surfaces, barn-like roofs, or made from rubber/plastic materials are not acceptable and will not be approved.**

3.2.4 Hot Tubs

Outdoor hot tubs and whirlpools must have an application. They should be located to the rear of the house and as close to ground level as possible. County/city ordinances for fencing and drainage should be observed. Plantings that act as a screen are encouraged.

3.2.5 Fences

An application must be submitted to the ACC for all fence installations. Those constructed with pressure-treated wood is not to be painted, but sealed or stained with a transparent substance to protect against weathering. Other materials, (i.e.,

wrought iron, stone) also will be considered under special circumstances. **Chain-link fences are not permitted.** Maximum allowed height is 4 feet; under certain circumstances a higher fence may be approved (higher and sturdier fences may be required for liability if yard contains a garden pond, hot tub, or play equipment; or when small children or animals need to be secured). Gates should match the fence in material style, color, and height. Plantings that act as a screen next to the fence are encouraged and in some instances may be required. Fences are generally to be confined to the backyard; in the case of an unusual lot configuration, another installation location could be permitted.

3.2.6 Other Permanent Exterior Structures

Applications must be submitted for any other permanent exterior structures such as stone barbecues, garden ponds, permanently installed play equipment, patios, planters, etc.

3.2.7 Structures for Pets

Homeowners are discouraged from housing pets outdoors. Any structure used to house an animal requires an application with this use explicitly stated. Dog houses and other such structures must be in the backyard with provision made for the security of the community (fences, leashes etc.). When away from the homeowners property, pets must be kept leashed at all times and not allowed to run freely as outlined in county/city ordinances.

3.3 PRIVATE LAWNS AND GROUNDS

3.3.1 Plantings and Decorative Borders

Planting of shrubs, flowers, trees and other types of general landscaping work is permitted and encouraged. Consultation and installation by a professional landscaper is encouraged. Decorative garden borders (stone, brick, pressure-treated wood etc.), provided they are unobtrusive, are allowed. Extensive landscaping that requires a change in grading, slope, drainage, or installation of permanent structures, for instance, retaining walls or terracing, must have an application.

3.3.2 Vegetable Gardens

Limited vegetable planting scattered through and screened from view by existing landscape plantings is preferred. All areas with vegetable plantings are to be well maintained and weeded. Planted areas are to be cleared of unsightly debris at the end of the growing season. Unsightly scrap wood and other such items used for staking plantings and defining garden areas are not allowed. The use of compost heaps is discouraged because they can attract undesirable rodents.

3.3.3 Landscape Lighting and Wiring

Permanent exterior landscape lighting and wiring must have an application. All exterior landscape lighting shall be installed so as not to shine on adjacent property or public space and should be used sparingly.

3.3.4 Driveways and Sidewalks

Painting of concrete such as driveways and sidewalks is prohibited. Any replacement should be made with the same type of material used in the original construction.

3.3.5 Common Areas

The Greenbrook Estates Homeowners Association has delegated control of the common areas to the Common Grounds Committee. Use of the common areas and any alteration to the common areas is not permitted without application and approval of the Common Grounds Committee. Requests may be submitted to this committee through D.H. Bader Management Services.

3.3.6 Animals

No animal, livestock or poultry of any kind shall be raised, bred or kept on any property, except that dogs, cats, or other household pets may be kept provided they are not kept, bred or maintained for any commercial purpose or in unreasonable numbers (as outlined by local ordinances).

3.4 MAINTENANCE

3.4.1 General

The exterior of all premises shall be maintained by the owner in a manner that will preserve the overall aesthetic quality of the community. Included in the maintenance requirements are building exteriors, front, back, and side yards, roof, garages, garage doors, gutters, downspouts, mailboxes, mailbox posts and any other exterior portion of the premises or other structure that is visible.

The front, back, adjacent side yards, and home structure should be well maintained to preserve a neat appearance from the street. Garage doors should be kept closed. All tables, swing sets, game equipment, sandboxes, wading pools, and other recreational items (especially plastic items) must be used out of view in the backyard or in a location not visible from the street.

3.4.2 Driveways

Rust stains, oil spills, and all other related stains and spills, along with miscellaneous debris must be removed from driveways. Garbage/trash/recycling containers must NEVER be stored in driveways.

3.4.3 Wood Construction

All wood construction (decks, fences etc.) must be maintained and not allowed to rot or decay. Pressure-treated wood is not permanent and for best maintenance should be sealed with a clear sealant at least once and preferably twice a year.

3.4.4 Eyesore and Nuisance Conditions

Eyesore or nuisance conditions are not permitted. A condition is considered to be an eyesore or nuisance if it is unsightly or hazardous to the public safety or general welfare of the community. This includes but is not limited to:

- broken fences or sheds
- rusted or broken mailboxes/posts
- accumulation of garbage, junk, or other unsightly items
- broken gutters, shutters, window screens
- perforated pipes or other temporary drainage on grass
- storage of old tires and plastic play items against the house

- accumulation of empty plastic planters and pots containing dead plants
- non-operational vehicles and/or trailers of any kind

(See Section 3.4.7 for information about disposal of bulk trash items.)

Ladders should not be stored outside other than for the short period of time required for use and then they should be securely locked. Outside ladders may be used by criminals to gain access to the roof or second floor and present a security hazard to the neighborhood.

3.4.5 Landscaping and Lawns

Landscaping and lawns must be maintained. Grass is to be kept mowed (maximal height allowed is 8 inches); weeds such as crabgrass, dandelions, and clover should be removed or killed; shrubs are to be kept pruned/trimmed. The narrow strip of grass between the sidewalk and the street, although owned by the City of Greenbelt, is to be maintained by the homeowner. The City of Greenbelt is responsible for maintenance of street trees.

DO NOT DUMP grass clippings, pruned tree/shrub branches, soil from discarded potted plants, or other yard debris in common areas.

3.4.6 Snow Removal

Snow should be removed from the sidewalks as soon as possible after a snowfall per local ordinances

3.4.7 Garbage/Trash/Recycling/Yard Debris

All waste matter collected for pickup is to be placed at curbside after sunset on the day prior to pickup and before 7 a.m. the morning of pickup.

If any trash is put out for collection after 7 a.m. on pickup day, collection on that day is not guaranteed. All empty receptacles must be collected and stored out of sight no later than 10 p.m. the same day of the pickup.

If you have put out your trash too late for pickup, you must store it on your property (so it is not an

eyesore to neighbors or passersby) until the next regularly scheduled pickup day.

At all times other than pickup days, any garbage, trash, trash receptacles, and recycling bins must be stored out of sight. If your neighbors or passersby can see your garbage and receptacles other than on day of pickup, these items are being improperly stored.

Trash Collection Schedule

Tuesday and Friday – garbage/trash collection days. If trash items are not bagged properly, our trash collection service will not take them. Crows and other animals can easily poke holes through plastic garbage bags that are not put inside a proper garbage receptacle. *(Empty trash containers and lids can be blown out of sight on windy days. It is suggested that homeowners mark house numbers and street names on trash receptacles and lids for easy identification.)*

Wednesday – Yard debris pickup. Seasonal with service beginning in early spring and ending in late fall. *Call D.H. Bader Management at 301-953-1955 for further information.* All grass and leaves must be bagged for collection. Branches must be cut in four foot lengths and tied or they will not be collected.

Thursday – Recycling items (clean paper and cardboard-no pizza boxes, acceptable rinsed out plastic and glass containers with caps removed) are collected by the City of Greenbelt. Items are to be placed in proper containers for pickup according to specifications outlined by the City of Greenbelt. *Call Public Works at 301-474-8004 for recycling information.* If a holiday falls during any given week, the pickup day will either be Friday or the following Monday.

Bulk Trash – Homeowners will be notified when bulk trash pickups will be made in our community. Pickups currently are scheduled for twice a year curbside at each residence in the spring and fall. **DO NOT put out bulk trash items for pickup at any other time without first contacting D.H. Bader Management.** Bulk trash includes items such as furniture, appliances, mattresses, old carpeting, tires, and large quantities of any item.

City of Greenbelt Refuse Regulations

- All trash must be in a tied bag before being placed in refuse container.
- Refuse containers must have a tight fitting lid.

City Code 4-165 Disposal of Rubbish

Every occupant of a structure shall dispose of all rubbish in a clean and sanitary manner by placing such rubbish in approved garbage containers.

City Code 4-167 Disposal of Garbage

Every occupant of a structure shall dispose of garbage in a clean and sanitary manner by placing such rubbish in an approved garbage disposal facility or approved garbage containers. Codes are in place regarding proper disposal and placement of garbage/trash.

3.5 OTHER

Other topics such as commercial activities, vehicle restrictions, signs, maintenance of easement, animal control, and common area usage are not covered in these architectural guidelines but are covered in detail in the *Declaration of Covenants, Conditions, and Restrictions for Greenbrook Estates* that each homeowner should have received during settlement of home purchase. It is suggested that each individual homeowner become familiar with this document. If you do not have a copy of this document, please contact D.H. Bader Management Co. at 301-953-1955.

Appendix

Greenbrook Estates Community Map

City of Greenbelt Information

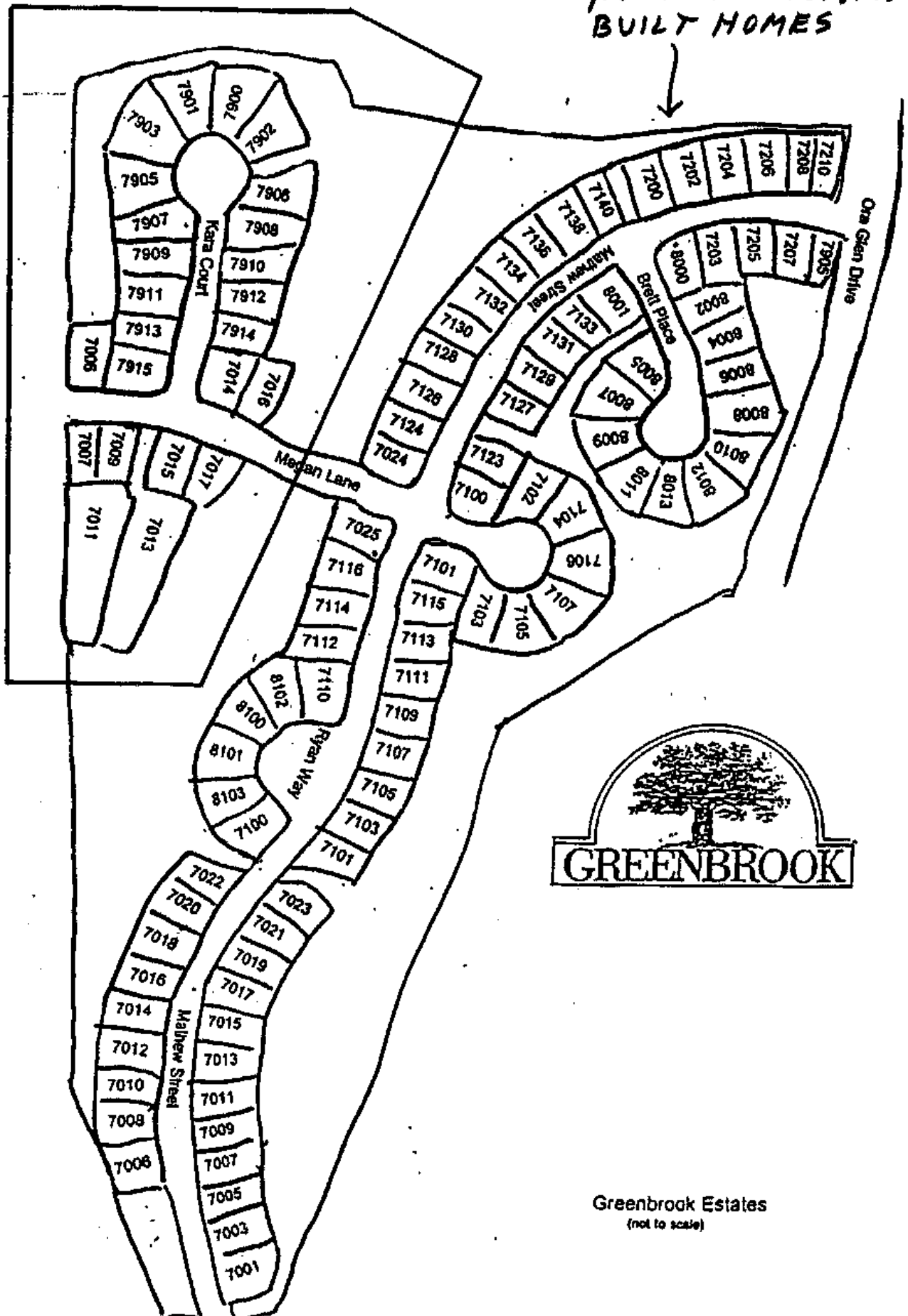
Blank Application for Architectural Change or Construction

Examples

- Application for Architectural Change or Construction
- Project Construction Diagram
- Contractor Materials List
- Property Site Plan

24 Jan
MICHAEL T. ROSE
BUILT HOMES

PORTEN SULLIVAN
BUILT HOMES



Greenbrook Estates
(not to scale)

CITY OF GREENBELT INFORMATION

Website: www.ci.greenbelt.md.us

City of Greenbelt
301-474-8000

Department of Planning and Community Development
15 Crescent Road, Suite 200
Greenbelt, MD 20770
301-345-5417

Department of Public Works
301-474-8004

Code Enforcement/Animal Control
301-345-5417

Police Emergency
301-474-5454

Police Non-Emergency
301-474-7200

Articles of Incorporation
Greenbrook Estates Homeowners Association, Inc.

Greenbrook Estates, July 2002
Articles of Incorporation
Greenbrook Estates, Inc.
Greenbrook Estates, Inc.
Greenbrook Estates, Inc.

ARTICLES OF INCORPORATION

GREENBROOK ESTATES HOME OWNERS ASSOCIATION, INC.

FIRST: I, Richard K. Reed whose post office address is 10210 Greenbelt Road, Seabrook, Maryland 20706, being at least eighteen (18) years of age, am hereby forming a corporation under and by virtue of the General Laws of the State of Maryland.

SECOND: The name of the Corporation (which is hereinafter called the "Corporation") is GREENBROOK ESTATES HOME OWNERS ASSOCIATION, INC.

THIRD: This Corporation does not contemplate securing gain or the members thereof.

FOURTH: The specific purposes for which the Corporation is formed

(a) To promote the health, safety and welfare of the residents of the Greenbrook Estates subdivision which is located in the Twenty-First Election District of Prince George's County, Maryland, and as described and defined in applicable Declaration of Covenants, Conditions and Restrictions recorded or to be recorded in the Land Records for Prince George's County, Maryland, and in accordance with any such Amendatory and/or Supplementary Declarations of Covenants, Conditions and Restrictions as may thereafter be recorded in said Land Records (which Declaration and Amendatory and/or Supplementary Declaration(s) are hereinafter called the "Declaration");

(b) To improve, maintain, preserve, and provide ~~environmental~~ control of the property owned and/or maintained from time to time by the Corporation including but not limited to the maintenance and improvement of the common areas and any and all other facilities located or established from time to time thereon; and to promote, improve and maintain the beautification of the Greenbrook Estates subdivision;

(c) To own, acquire, (by gift, purchase or otherwise) build upon, operate, maintain, sell, convey, lease, transfer, dedicate for

public use or otherwise dispose of real or personal property in connection with the affairs of the Corporation and to provide such facilities and services in connection therewith as permitted by law;

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

(e) To enforce any and all covenants, conditions, restrictions and agreements applicable to the Greenbrook Estates subdivision;

(f) To borrow money, and, with the assent of sixty-seven (67%) percent of each class of membership, mortgage, pledge, deed in trust, and/or hypothecate any or all of the real or personal property owned by the Corporation as security for money borrowed or debts incurred; and

(g) To carry out all or any part of the foregoing objects as principal, factor, agent, contractor, or otherwise, either along or through or in conjunction with any person, firm, association or corporation, and, in carrying on its business and for the purpose of attaining or furthering any of its objects and purposes, to make and perform any contracts and to do any acts and things, and to exercise any powers suitable, convenient or proper for the accomplishment of any of the objects and purposes herein enumerated or incidental to the powers herein specified, or which at any time may appear conducive to or expedient for the accomplishment of any of such objects and purposes.

The foregoing objects and purposes shall, except when otherwise expressed, be in no way limited or restricted by reference to or inference from the terms of any other clause of this or any other article of these Articles of Incorporation or any amendment thereto, and shall each be regarded as independent, and construed as powers as well as objects and purposes.

The Corporation shall be authorized to have and to exercise and enjoy all of the powers, rights and privileges granted to, or conferred upon, corporations of a similar character by the General Laws of

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The Corporation shall be authorized to have and to exercise and enjoy all of the powers, rights and privileges granted to, or conferred upon, corporations of a similar character by the General Laws of

the State of Maryland now or hereafter in force, and the enumeration of the foregoing powers shall not be deemed to exclude any powers, rights or privileges so granted or conferred.

FIFTH: The post office address of the principal office of the Corporation in this State is 7979 Old Georgetown Road, Suite 200, Bethesda, Maryland 20814. The name of the Resident Agent of the Corporation in this State is George A. Brugger whose post office address is c/o Fossett & Brugger, Chartered, Suite 900, 10210 Greenbelt Road, Seabrook, Maryland 20706. Said Resident Agent is an individual actually residing in this State.

SIXTH: The Corporation is not organized for profit; it shall have no capital stock and shall not be authorized to issue capital stock.

SEVENTH: Every person or entity who is the record owner of a fee or undivided fee interest in any Lot that is subject to the Declaration shall be deemed to have a membership in the Corporation. Membership shall be appurtenant to and may not be separated from such ownership. The foregoing is not intended to include persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the Owner's membership.

The Association shall have two (2) classes of membership, Class "A" and Class "B," as follows:

(a) Class "A" Members. Class "A" members shall be all Owners with the exception of the Class "B" members, if any.

Class "A" members shall be entitled on all issues to one (1) vote for each Lot in which they hold the interest required for membership by Section 1 hereof; there shall be only one (1) vote per Lot. When more than one person or entity holds an interest in any Lot, the vote for such Lot shall be exercised as those persons or entities themselves determine and advise the Secretary of the Corporation prior to any meeting. In the absence of such advice, the Lot's vote shall be suspended in the event more than one person or entity seeks to exercise it.

Any Owner of Lots which are leased may, in the lease or other written instrument, assign the voting right appurtenant to that Lot to the lessee, provided that a copy of such instrument is furnished to the Secretary prior to any meeting.

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AND
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D-2

Judith A. Fitzwater

7979 Old Georgetown Road
Bethesda, Maryland 20814

Sandra A. Gallagher

7979 Old Georgetown Road
Bethesda, Maryland 20814

The terms of the above-named initial Board of Directors shall expire when their successors have been elected at the first annual meeting following the termination of the Class "B" membership. The term of office of each Director thereafter shall be for a period of one (1) year and until their successors have been elected and hold their first meeting.

NINTH: The private property of the members shall not be subject to the payment of corporate debts to any extent whatever.

TENTH: The Corporation may be dissolved only with the assent given in writing and signed by the members entitled to cast sixty-seven (67%) percent of each class of its membership. Written notice of a proposal to dissolve, setting forth the reasons therefor and the disposition to be made of the assets (which shall be consonant with Article ELEVENTH hereof) shall be mailed to every member at least ninety (90) days in advance of any action taken.

ELEVENTH: Upon dissolution of the Corporation, the assets, both real and personal of the Corporation, shall be dedicated, granted or otherwise fully conveyed to the Prince George's County Government, or to such public agency or authority as said Prince George's County Government may deem appropriate, to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Corporation. In the event that such dedication, grant or conveyance is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Corporation. No such disposition of Corporation properties shall be effective to divest or diminish any right or title of any member vested in him under the recorded covenants and deeds applicable to the properties unless made in accordance with the provisions of such covenants and deeds,

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TWELFTH: The Corporation reserves the right to amend, alter or repeal any provision contained in the Articles by vote of members entitled to cast not less than sixty-seven (67%) percent of the total votes of the membership.

THIRTEENTH: The Corporation may by its Bylaws make any other provisions or requirements for the arrangement or conduct of the business of the Corporation, provided the same be not inconsistent with these Articles of Incorporation nor contrary to the laws of the State of Maryland or of the United States.

FOURTEENTH: As used in this Article FOURTEENTH, any word or words that are defined in Section 2-418 of the Corporations and Associations Article of the Annotated Code of Maryland (the "Indemnification Section"), as amended from time to time, shall have the same meaning as provided in the Indemnification Section.

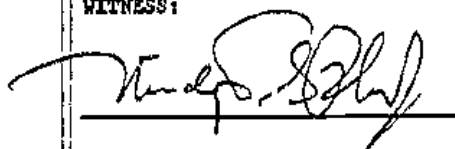
The Corporation shall indemnify a present or former director or officer of the Corporation in connection with a proceeding to the fullest extent permitted by and in accordance with the Indemnification Section, and in accordance with the Bylaws of the Corporation.

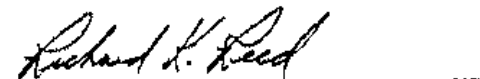
FIFTEENTH: The Corporation shall exist perpetually.

SIXTEENTH: Invalidation of any one of these Articles by judgment or court order shall in no way effect any other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, for the purpose of forming this Corporation under the laws of the State of Maryland, I, the undersigned, constituting the incorporators of the Corporation, have executed these Articles of Incorporation this 23RD day of MAY, 1986, and I acknowledge the same to be my act.

WITNESS:





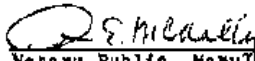
JOHN
IN
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PLANS

STATE OF MARYLAND
COUNTY OF PRINCE GEORGE'S

:
: ss:
:

I HEREBY CERTIFY that on the 23rd day of May, 1936, before me the subscriber, a notary public in and for the State and County aforesaid, personally appeared Richard K. Reed, who acknowledged the foregoing Articles of Incorporation to be his act as the incorporator named therein.

WITNESS my hand and notarial seal or stamp the day and year last above written.


Notary Public, Maryland

My Commission Expires:

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Budget

Greenbrook Estates Homeowners Association, Inc.

Greenbrook Estates
Homeowners Association
10000 Dulles Parkway, Suite 100
Dulles, VA 20146
Phone: 703-261-1111
Fax: 703-261-1112

GREENBROOK ESTATES HOA ADOPTED/APPROVED 2025 BUDGET

Description	2025 Adopted Budget Quarterly \$215
Operating Income	
Income	
Assessment Income	\$ 93,740.00
Late Fees	\$ -
NSF-Returned Payment Fee	\$ -
Homeowner Interest	\$ -
Operating Interest Income	\$ -
Legal Fee Income	\$ -
Reimbursement from Greenbelt	\$ 5,400.00
Total Income	\$ 99,140.00
Operating Expense	
General & Administrative Expenses	
Audit & Tax	\$ 2,400.00
Dues & Subscriptions	\$ 350.00
Bank Charges	\$ 100.00
Bad Debt	\$ 884.00
Insurance Property/Liability/Fidelity	\$ 2,560.00
Legal - General	\$ 1,460.00
Legal - Cost of Collections	\$ 2,600.00
Management - Schedule A Expenses	\$ 2,801.00
Management Fees	\$ 16,800.00
Miscellaneous Admin	\$ 750.00
CTA Corporate Transparency Act	\$ 500.00
Communication-Onsolve	\$ 640.00
Total General & Administrative	\$ 31,845.00
Repairs & Maintenance	
Site Repairs/Maintenance	\$ 700.00
Landscape Improvement	\$ 1,000.00
Greenbelt Flower Exp/Reimburse	\$ 5,400.00
Tree Removal and Maintenance	\$ 1,062.00
Total Repairs & Maintenance	\$ 8,162.00
Contract Services	
Landscape Contract	\$ 20,000.00
Trash Removal	\$ 27,600.00
Total Maintenance	\$ 47,600.00
Reserve Fund/Activity	
Reserve Contribution	\$ 11,308.00
Total Reserve/Fund Activity	\$ 11,308.00
Other Expenses	
Clean Water Act Fee	\$ 225.00
Total Other Expenses	\$ 225.00
Total Expense	\$ 99,140.00
Operating Net Total	\$ -

Approved by the Board of Directors
 on 11/12/24
 and presented to the members
 at the 11/12/24 meeting

Bylaws

Greenbrook Estates Homeowners Association, Inc.

Revised: 10/21/2014
Approved: 10/21/2014
Filed: 10/21/2014
Greenbrook Estates Homeowners Association, Inc.
10/21/2014

BYLAWSOFGREENBROOK ESTATES HOMEOWNERS ASSOCIATION, INC.ARTICLE I

Section 1. Name and Location. The name of the Corporation is GREENBROOK HOMEOWNERS ESTATES ASSOCIATION, INC. (hereinafter referred to as the "Association"). Its principal place of business and mailing address is 7979 Old Georgetown Road, Suite 200, Bethesda, Maryland 20814 but meetings of members and directors may be held at such places as may be designated by the Board of Directors. Said principal office may be changed by the Board of Directors at any time and from time to time. This Association is a non-profit, non-stock association organized under the laws of the State of Maryland, which may have such other offices within or without the State of Maryland as the Board of Directors or the Members may from time to time designate.

Section 2. Applicability. These Bylaws and each provision thereof shall be applicable to all Lots within the Properties as described more particularly in the Declaration of Covenants, Conditions and Restrictions for Greenbrook Estates, as amended or supplemented from time to time.

ARTICLE II

Section 1. "Association" shall mean the GREENBROOK ESTATES HOMEOWNERS ASSOCIATION, INC., a Maryland corporation, its successors and assigns (i) created pursuant to, or in accordance with, the Declaration of Covenants, Conditions and Restrictions (hereinafter referred to as the "Declaration"), (ii) formed for the purposes of preserving, maintaining and managing the common areas owned by the Association and of safeguarding conditions necessary for maintaining the physical appearance and image of the Greenbrook Estates section of the Greenbrook subdivision, and (iii) membership in which is either appurtenant to a Lot within Greenbrook Estates or vested in Declarant, or its successors in interest, pending development and sales of such lots. Association shall be synonymous with "Corporation."

Section 2. "Common Area" shall mean all real property and improvements thereon now or hereafter owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of conveyance of the first Lot in Section of Development 1 is described as follows:

Section 1: Parcel "A" and Parcel "B" as shown on "Plat One, Lots 1 through 7 inclusive, Block A, Lots 35 through 50 inclusive, Block C, and Parcels A and B, Greenbrook," Parcel "C" as shown on "Plat Two, Lots 8 through 16 inclusive, Block A, Lots 30 through 34 inclusive, Block C and Parcel C, Greenbrook," Parcel "E" as shown on "Plat Four, Lots 13 through 29 inclusive, Block C and Parcel E, Greenbrook," Parcel "F" as shown on "Plat Five, Lots 1 through 10 inclusive, Block B and Parcel F, Greenbrook," and Parcel "G," Parcel "H," and Outlot "A" as shown on "Plat Six, Lots 11 through 19 inclusive, Block B and Lots 1 through 12 inclusive, Block C, and Parcel G, Parcel H, and Outlot A, Greenbrook."

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Section 2: Parcel "D" and Parcel "R" as shown on
"Plat Three, Lots 1 through 18 inclusive, Block D
and Lots 1 through 6 inclusive, Block E and Parcels
D and R, Greenbrook."

Section 3. "Declarant" shall mean and refer to Forten Sullivan Corporation, a Maryland Corporation, its successors and assigns, if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development and be designated by Declarant as an Additional Declarant. Forten Sullivan Corporation has designated Greenbrook Associates, a Maryland general partnership, as an Additional Declarant, who shall be subject to all of the obligations and entitled to all of the rights as the Declarant hereunder.

Section 4. "Declaration" as used herein, means that certain Declaration of Covenants, Conditions and Restrictions made as of the 31st day of March, 1987, by Porten Sullivan Corporation, a Maryland corporation, ("Declarant") and Greenbrook Associates, a Maryland general partnership ("Additional Declarant") recorded among the Land Records of Prince George's County, Maryland, at Liber 6628, folio 587, and any and all amendments or supplements thereto.

Section 5. "Easement" shall mean a right or privilege which the owner of one parcel of land may have in the lands of another, limited by the language of the granting document and the laws of Maryland.

Section 6. "Lot" shall mean and refer to any plot or parcel of land included within the "Properties" as described in the Declaration and shown upon any recorded subdivision map or plat and designated to be used, developed or built upon as a unit, with the exception of the Common Area.

Section 7, "Manager" or "Management Agent" shall mean and refer to that person, if any, retained by the Association to provide maintenance and management services (including the collecting and disbursing of Association funds upon appropriate direction therefor) for the Association.

Section 8. "Member" shall mean and refer to every person, group of persons or entity who holds membership in the Association pursuant to Article III hereof, including the Declarant.

Section 9. "Occupant" shall mean any person owning, leasing or otherwise occupying a dwelling unit situate on the Property.

Section 10, "Owner(s)" means any person to whom fee simple title to any Lot which is part of the Property is conveyed other than those holding title or an interest therein solely as security for the performance of an obligation.

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

Section 12. "Property" shall mean all that real property described as the "Properties" in the Declaration.

Section 13. Any other term used in these Bylaws shall have the same meaning as set forth in the Declaration except where said meaning is clearly inappropriate.

Over a 100-page 400-page
 1997-1998 2001-2002
 2003-2004 2005-2006
 2007-2008 2009-2010
 2011-2012 2013-2014

ARTICLE III

Membership

Section 1. Membership. Every person or entity who is the record owner of a fee or undivided fee interest in any Lot that is subject to the Declaration shall be deemed to have a membership in the Association. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot. The foregoing is not intended to include persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the Owner's membership.

Section 2. Classification of Members. The Association shall have two (2) classes of membership, Class "A" and Class "B," as follows:

(a) **Class "A" Members.** Class "A" members shall be all Owners with the exception of the Class "B" members, if any.

Class "A" members shall be entitled on all issues to one (1) vote for each Lot in which they hold the interest required for membership by Section 1 hereof; there shall be only one (1) vote per Lot. When more than one person or entity holds an interest in any Lot, the vote for such Lot shall be exercised as those persons or entities themselves determine and advise the Secretary of the Association prior to any meeting. In the absence of such advice, the Lot's vote shall be suspended in the event more than one person or entity seeks to exercise it.

Any Owner of Lots which are leased may, in the lease or other written instrument, assign the voting right appurtenant to that Lot to the lessee, provided that a copy of such instrument is furnished to the Secretary prior to any meeting.

(b) **Class "B" Members.** Class "B" members shall be the Declarant and any successor of Declarant or Additional Declarant who takes title to a Lot for the purpose of development and/or sale and who is designated as such in a recorded instrument. Each Class "B" member shall be entitled to three (3) votes for each Lot owned. The Class "B" membership shall terminate and become converted to Class "A" membership upon the happening of the earlier of the following:

(i) When the total votes outstanding in the Class "A" membership shall equal or exceed the total votes outstanding in the Class "B" membership;

(ii) January 1, 1992; or

(iii) Upon the surrender of said Class "B" memberships by the then holders thereof for cancellation in the books of the Association.

Upon the lapse or surrender of any of the Class "B" memberships as provided in section 2(b) of this Article III, the Declarant shall thereafter remain a Class "A" member of the Association as to each and every Lot in which the Declarant holds the interest otherwise required for such Class "A" membership.

Notwithstanding Section 2(b) of this Article III, in the event additional property is annexed as set forth in Article XI of the Declaration, before or after the date specified in Section 2(b) of this Article III, then the Declarant shall be a Class "B" member as to each Lot which it owns in such annexed property subject to the limitations set forth in this Article III.

The Members of the Association shall have no preemptive rights, as such Members to acquire any memberships of this Association that may at any time be issued by the Association except as may be specifically provided in this Article.

Section 3. Membership Certificates. The Association shall not be required to issue membership certificates to members. However, in the event the Board of Directors considers it necessary or appropriate to issue member-

ship certificates or the like, then each such membership certificate shall state that the Association is organized under the laws of the State of Maryland, the name of the registered holder or holders of the membership represented thereby, and shall be in such form as shall be approved by the Board of Directors. Membership certificates, if issued, shall be consecutively numbered, bound in one or more books, and shall be issued therefrom upon certification as to the transfer of title to the lot to which such membership is appurtenant. Membership (other than Class "B" membership) is not otherwise transferable except as provided in Section 4 of this Article III. Every membership certificate shall be signed by the President, or a Vice President and the Secretary or an Assistant Secretary. Such signatures may be original or facsimile.

Section 4. Assignment of Membership. The Class "A" memberships, but not the Class "B" memberships, shall be appurtenant to the lot owned by a member and may not be assigned except in conjunction with the lot to which they are appurtenant. Class "B" membership shall be freely assignable to any person serving in capacity as a Declarant hereunder as the same is defined in Article II, Section 3.

Section 5. Lost Certificate. The Board of Directors may direct a new certificate or certificates to be issued in place of any certificate or certificates previously issued by the Association and alleged to have been destroyed or lost, upon the making of an affidavit of that fact by the person claiming the membership certificate to be lost or destroyed. When authorizing such issuance of a new certificate or certificates, the Board of Directors may, in its discretion, and as a condition precedent to the issuance thereof, require the registered holder or holders of such lost or destroyed certificate or certificates, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Association a bond in such sum as the Board of Directors may require as indemnity against any claim that may be made against the Association.

Section 6. Liquidation Rights. In the event of any voluntary or involuntary dissolution of the Association, the assets of the Association shall be distributed to an appropriate public agency to be used for similar purposes to those for which this Association was created. In the event that such distribution is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization organized and operated for such similar purposes.

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

ARTICLE IV

Meeting of Members

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

Section 2. Annual Meetings. The first annual meeting of the members of the Association shall be held at such time as the Board of Directors shall determine but shall be held, in any event, within two (2) years following the date of filing of the Articles of Incorporation with the State Department of Assessments and Taxation of Maryland. Thereafter, the annual meetings of the members of the Association shall be held on such date as the Board of Directors may determine but not less than three nor more than five months after the last day of the Association's fiscal year. If the Board of Directors shall fail to set a date for the annual meeting, in any year, then such meeting for that year shall be held at 8:00 p.m. on the third Wednesday of May. At such meeting there shall be elected by ballot of the

members a Board of Directors in accordance with the requirements of Section 6 of Article V of these Bylaws. The members may also transact such other business of the Association as may properly come before them.

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

Section 4. Notice of Meetings. It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each member of record, at his address as it appears on the membership books of the Association, or if no address appears, at his last or last known address, at least ten (10) but not more than ninety (90) days prior to such meeting, except as otherwise provided in the Declaration or Bylaws, including the requirement that notice shall be not less than thirty (30) days nor more than sixty (60) days in advance of any meeting at which a vote is taken on questions of an annual assessment or special assessment for capital improvement or annexation of additional properties. Attendance by a member at any meeting of the members shall be a waiver of notice by him of the time, place and purpose thereof.

Section 5. Quorum. The presence, either in person or by proxy, of members entitled to cast one-tenth of the votes of each class shall be requisite for, and shall constitute a quorum for the transaction of business at all meetings of members unless a greater number is provided by the Articles of Incorporation, the Declaration, or these Bylaws.

Section 6. Adjourned Meetings. If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy may, except as otherwise provided by law, adjourn the meeting to a time not less than forty-eight (48) hours nor more than one (1) month from the time the original meeting was called. Should a quorum not be present at any meeting, the quorum requirement shall be reduced by half for the subsequent adjourned meeting.

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

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

Section 9. Rights of Mortgagees. Any institutional mortgagee of any Lot who desires notice of the annual and special meetings of the members shall notify the Secretary to that effect by registered mail, return receipt requested. Any such notice shall contain the name and post office address of such institutional mortgagee and the name of the person to whom notice of the annual and special meetings of the members should be addressed. The Secretary of the Association shall maintain a roster of all institutional mortgagees from whom such notices are received and it shall be the duty of the Secretary to mail or otherwise cause the delivery of a notice of each annual or special meeting of the members to each such institutional mortgagee, in the same manner, and subject to the same requirements and limitations as are provided in Section 4 of this Article for notice to the members. Any such institutional mortgagee shall be entitled to designate a representative to attend any annual or special meeting of the members and such representative may participate in the discussion at any such meeting and may, upon his request made to the Chairman in advance of the meeting, address the members present at any such meeting. Such representatives shall have no voting rights at any such meeting.

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

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

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

ARTICLE V

Board Of Directors

Section 1. Number and Qualification. The affairs of the Association shall be governed by the Board of Directors which shall be composed of three (3) natural persons as long as there is a Class "B" membership, and after the Class "B" membership terminates, the Board of Directors shall be composed of five (5) natural persons, at least a majority of whom shall be members of the Association.

Section 2. Initial Directors. The initial Directors shall be appointed by the Declarant. The initial Directors need not be Members, and shall serve until the first annual meeting following the termination of the Class "B" membership.

Section 3. Powers. The Board of Directors shall have power to:
(a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;
(b) suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such

rights may also be suspended after notice and hearing, for a period not to exceed 60 days, for infraction of published rules and regulations;

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

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

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

Section 4. Duties. It shall be the duty of the Board of Directors to:

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

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

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

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

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

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

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

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

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

(g) cause the Common Area to be maintained.

Section 5. Budget. The Board of Directors, with the assistance of counsel and the Management Agent, if any, shall prepare and adopt a budget for each annual assessment period which shall include estimates of the funds required by the Association to meet its annual expenses for that period and shall include reasonable reserves for maintenance. The budget herein required to be prepared and adopted by the Board of Directors shall be in format consistent with the classification of the accounts of the Association, and shall provide for sufficient estimates, on a consistent periodic basis, to permit comparison to and analysis of deviations from the various periodic reports of the actual results of operations and the actual financial condition of the Association, on both a current basis and for prior corresponding periods, all in accordance with generally accepted accounting practices, consistently applied. Copies of the budget shall be available for examination by the members and by their duly authorized agents and attorneys, and by the institutional holder of any first mortgage on any Lot in the project and by their duly authorized agents and attorneys, during normal business hours, for purposes reasonably related to their respective interests.

Section 6. Election and Term of Office. The term of the Directors named in the Articles of Incorporation shall expire when their successors have been elected and duly qualified at the first annual meeting of members following the termination of the Class "B" membership. The term of office of each Director shall thereafter be for a period of one (1) year and until their successors have been elected and hold their first meeting.

Section 7. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the membership shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum; and each person so elected shall be a Director until a successor is elected by the members at the next annual meeting.

Section 8. Removal of Directors. At a regular meeting, or special meeting duly called for such purpose, any Director may be removed with or without cause by the affirmative vote of the majority of the entire regular membership of record and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the members shall be given an opportunity to be heard at the meeting.

Section 9. Compensation. No compensation shall be paid to Directors for their services as Directors. No remuneration shall be paid to any Director for services performed by him for the Association in any capacity unless a resolution authorizing such remuneration shall have been adopted by the Board of Directors before the services are undertaken.

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

Section 11. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors, but at least two (2) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, telephone or telegraph, at least six (6) days prior to the day named for such meeting.

Section 12. Special Meetings. Special meetings of the Board of Directors may be called by the President or the Chairman of the Board of Directors on three (3) days' notice to each Director, given personally or by mail, telephone or telegraph, which notice shall state the time, place (as hereinbefore provided) and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least one-third (1/3) of the Directors.

Section 13. Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board of Directors shall be a waiver of notice by him of the time, place and purpose thereof. If all the Directors are present at any meeting of the Board of Directors, no notice shall be required and any business which may properly come before the Board of Directors at such meeting may be transacted.

Section 14. Quorum. At all meetings of the Board of Directors a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present and voting at a meeting at which a quorum is present shall be the acts of the Board of Directors. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 15. Action Without Meeting. Any action by the Board of Directors required or permitted to be taken at any meeting may be taken without a meeting if all of the members of the Board of Directors shall

individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board of Directors.

Section 16. Fidelity Bonds. The Board of Directors may require that all officers and employees of the Association handling or responsible for Association or trust funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

ARTICLE VI

Officers

Section 1. Designation. The principal officers of the Association shall be a President, a Vice President, a Secretary, and a Treasurer, all of whom shall be elected by the Board of Directors. As long as there is a Class B membership, the officers of the Association need not be members of the Association. Thereafter, except for the President, the officers of the Association need not be members of the Association.

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

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

Section 4. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the members and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of president of a corporation, including, but not limited to, the power to appoint committees from among the membership from time to time as he may, in his discretion, decide is appropriate to assist in the conduct of the affairs of the Association.

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

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

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

ARTICLE VII

Liability and Indemnification of Officers and Directors

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

Section 2. Common or Interested Directors. The Directors shall exercise their powers and duties in good faith and with a view to the interests of the Association. No contract or other transaction between the Association and one or more of its Directors, or between the Association and any corporation, firm or association (including the Declarant) in which one or more of the Directors of this Association are directors or officers or are pecuniarily or otherwise interested, is either void or voidable because such Director or Directors are present at the meeting of the Board of Directors or any committee thereof which authorizes or approves the contract or transaction, or because his or their votes are counted for such purposes, if any of the conditions specified in any of the following subparagraphs exist:

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

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

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

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

ARTICLE VIII

Management

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

(a) The cost of providing necessary services for the Common Areas.

(b) The cost of fire and extended liability insurance for the

Common Areas and the cost of such other insurance as the Association may effect.

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

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

(e) The cost of maintaining and landscaping the Common Areas and such furnishings and equipment as the Board of Directors shall determine are necessary and proper; provided, however, that nothing herein contained shall require the Association to paint, repair or otherwise maintain any lot or any fixtures, appliances or equipment located therein the maintenance of each lot and the building on which such lot may be located being the sole responsibility of the owner or occupant thereof.

(f) The cost of any and all other materials, supplies, labor, services, maintenance, repairs, taxes, assessments or the like, which the Association is required to secure or pay for by law.

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

Section 3. Easements for Utilities and Other Purposes. The Association is authorized and empowered to grant (and shall from time to time grant) over, above, under and across the Common Area such licenses, easements and/or rights-of-way for the installation, construction, improvement, removal, reconstruction, replacement, substitution, and maintenance of sewer lines, water lines, electrical cables, telephone cables, television and other communication cables, internal and external wiring and antennae, gas lines, storm drains, underground conduits, jogging paths, exercise stations, and/or such other easements as may be considered necessary, appropriate or desirable by the Board of Directors for the orderly maintenance, preservation and enjoyment of the Common Areas or for the preservation of the health, safety, convenience and/or welfare of the Owners of the units or of the Declarant. Said easements, licenses and rights-of-way shall be granted by vote of the Board of Directors of the Association and the Members shall not be required to approve such grants.

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

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

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

expenditures of the Association shall be credited upon the books of the Association to the "Paid-in-Surplus" account as a capital contribution by the Members.

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

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

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

ARTICLE IX

Use Restrictions

Section 1. Residential Use. The Properties are hereby restricted to residential dwellings, and ancillary and accessory uses and buildings in connection therewith. No building or structure of a temporary character, trailer, tent, shack, garage, barn, or other outbuilding shall be placed on or used on any Lot at any time as a residence either temporarily or permanently.

Section 2. Commercial Activities, Nuisances. No objects of unsightly appearance or nuisances shall be erected, placed or permitted to remain on any Lot, nor shall any Lot be used in any way or for any purpose which may endanger the health or unreasonably disturb the residents of the Property. No commercial activities of any kind whatever shall be conducted in any building or upon any portion of the Lot except activities intended primarily to service residents in the Property. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept on the Lot subject to such rules and regulations as may be adopted by the Association and provided they are not kept, bred or maintained for any commercial purpose, or in unreasonable numbers. Notwithstanding the foregoing, no animals or fowl may be kept on the Property which result in an annoyance or are obnoxious to residents in the vicinity. The foregoing restrictions shall not apply to the commercial activities, signs and billboards, if any, of the Declarant or Additional Declarant or their designees during the construction and sales period or by the Association in furtherance of its powers and purposes set forth hereinafter and in its Articles of Incorporation, Declaration, and Rules and Regulations, as the same may be amended from time to time. The Declarant and its successors and assigns shall have the right to rent any or all Dwelling Units. No trailer, camper, boat or similar equipment shall be permitted to remain upon any property within the Properties, or internal streets thereof, unless placed or maintained within an enclosed garage or carport.

Section 3. Leasing. No Lot within the project shall be leased or rented for less than 6 months, with the exception of leases entered into by Declarant during the time that it owns any lots for sale. No portion of any lot (other than the entire lot) shall be leased or rented for any period.

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Any owner of any lot who shall lease such lot shall promptly following the execution of any such lease, forward a conformed copy thereof to the Board of Directors. Any such lease shall contain a provision to the effect that the rights of the tenant to use and occupy the lot shall be subject and subordinate in all respects to the provisions of the Declaration and these Bylaws and to such rules and regulations relating to the use of the Common Areas or other "house rules" as the Board of Directors may from time to time promulgate. The provisions of this sub-section prohibiting leaseholds of less than six months shall not apply to any institutional mortgagee of any Lot who comes into possession of the lot as a result of a foreclosure sale or as a result of any proceeding in lieu of foreclosure.

Section 4. Signs. No sign, billboard or other advertising device of any character shall be erected or maintained upon any part of said tract or on any lot therein; excepting, however, one (1) sign for each lot (with dimensions of not more than eighteen (18) inches by twenty-four (24) inches) advertising such lot for sale or rent; and provided, further, that Declarant (or its successors or assigns) may erect and maintain within said tract such signs, billboards and other advertising devices or structures as Declarant (or said successors or assigns) may deem necessary or proper in connection with the development, subdivision and sale of said tract or the lots therein.

Section 5. Antennae. No exterior radio or television receiving or transmitting antennae or external apparatus shall be installed on any Lot. Normal radio and television installations wholly within a building are excepted.

Section 6. Vehicle Restrictions. Except for parking within garages, and except as hereinafter provided, no junk vehicle, truck over one-quarter ton (as defined by the Maryland Department of Motor Vehicles and/or by common usage and practice), unlicensed or inoperable motor vehicle (which shall include, without limitation, any vehicle which would not pass applicable State inspection criteria), trailer, camp truck, house trailer, boat or other similar machinery or equipment of any kind or character (except for such equipment and machinery as may be reasonable, customary and usual in connection with the use and maintenance of any dwelling and except for such equipment and machinery as the Association may require in connection with the maintenance and operation of the Common Area and community facilities) shall be kept upon the Properties, including but not limited to, the parking lots and dedicated streets adjoining any portion of Greenbrook, nor (except for bona fide emergencies) shall the repair or extraordinary maintenance of automobiles or other vehicles be carried out thereon. The Association may, in the discretion of the Board of Directors, provide and maintain a suitable area designated for the parking of such vehicles listed hereinabove. Nothing in this section, or hereinafter, shall be construed to apply to any vehicles used by the Declarant or Additional Declarant, their agents, successors, and assigns, in relation to the development and construction within the Community.

Section 7. Utilities. The rights and duties with respect to sanitary sewer and water, cable television, electricity, gas and telephone lines and facilities shall be governed by the following:

(a) Whenever water, sanitary sewer, electricity, gas, cable television or telephone connections, lines, cables or any portion thereof, are or have been installed within the Properties, the Owner of any Lot, or the Association shall have the right, and are hereby granted an easement to the extent necessary therefor, to enter upon or have a utility company enter upon any portion of the Properties in which said installations lie, to repair, replace and generally maintain said installations.

(b) The right granted in Subparagraph (a) above shall be only to the extent necessary to entitle the Owner or Association serviced by said installation to its full and reasonable use and enjoyment, and provided further that anyone exercising said right shall be responsible for restoring the surface of the easement area to used to its condition prior to such use.

Section 8. Other. All rubbish, trash and garbage shall be regularly removed from the Properties, and shall not be allowed to accumulate thereon. All clotheslines, refuse containers, wood piles, storage areas and machinery and equipment shall be prohibited upon any Lot, unless obscured from view of adjoining Lots and streets by a fence or appropriate screen approved by the Architectural Control Committee. Nothing herein shall be deemed to apply to the storage on the Properties by Declarant or Additional Declarant of building materials during, and for use in, the construction of the improvements on the Properties.

ARTICLE X

Destruction and Damage

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

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

ARTICLE XI

Parking

The Association shall maintain upon the Common Area at least one parking space for each Dwelling Unit not constructed with a private driveway. Subject to reasonable rules and conditions, the Association may at its option from time to time designate one parking space conveniently located with respect to each Dwelling Unit for the exclusive use of the Members residing therein, their families and guests. If so designated, the use of such space by any other Member or person may be enjoined by the Association or the Members entitled thereto. The right to the use of such parking space, the right of ingress and egress to said parking area and to the maintenance and designation of said parking space by the Association shall be appurtenant to and shall pass with the title to each Dwelling Unit. The Association shall not be required to designate any spaces for exclusive use, and represents that initially there shall be no such exclusive designation. The unassigned spaces may be occupied on a first-come, first-served basis.

ARTICLE XII

Architectural Control

Section 1. Architectural Control Committee. Each Owner of a Lot (other than the Declarant during the course of construction on the Property) by virtue of his acceptance of a warranty deed, acknowledges the necessity of maintaining the physical appearance and image of Greenbrook Estates as a quality residential community and additionally, that the success of the Declarant in selling the remaining portions of the project is closely related to the physical appearance and image of the completed portions of the project. Except for the rehabilitation and renovation of the Lots situate within Greenbrook Estates by the Declarant and any improvements to any unit or to the Common Areas accomplished concurrently with said construction, and except for purposes of proper maintenance and repair, or as otherwise provided in these Bylaws, it shall be prohibited to install, erect, attach, apply, paste, hinge, screw, nail, build, alter, plant, remove or construct

Greenbrook Estates
Architectural Control Committee
Greenbrook Estates
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any lighting, shades, screens, awnings, patio covers, decorations, fences, hedges, landscaping, features, serials, antennas, radio or television broadcasting or receiving devices, slabs, sidewalks, curbs, gutters, patios, balconies, porches, driveways, walls or to make any change or otherwise alter (including any alteration in color) in any manner whatsoever any lot or the exterior of any Dwelling Unit, or upon any of the Common Areas within the project or to combine or otherwise join two or more Lots, or to partition the same after combination, or to remove or alter any windows or exterior doors of any Dwelling Unit upon such Lot, or to make any change or alteration within any Lot which will alter the structural integrity of a building or otherwise affect the property, interest or welfare of any other Owner, materially increase the cost of operating or insuring the Property or impair any easement, until the complete plans and specifications, showing the location, nature, shape, height, materials, color, type of construction and/or any other proposed form of change including, without limitation, any other information specified by the Board of Directors (or its designated committee) shall have been submitted to and approved in writing as to safety, harmony of design, color and location in relation to surrounding structures and topography by the Board of Directors or by an Architectural Control Committee composed of three (3) or more representatives appointed by the Board. Notwithstanding any provision of these Bylaws to the contrary, the provisions of this Article XII shall not be applicable to the Declarant or Additional Declarant or any of the Properties owned by the Declarant or any Additional Declarant.

Section 2. Architectural Control Committee - Operation. The Architectural Control Committee shall be composed of three (3) or more natural persons designated from time to time by the Board of Directors of the Association and such persons shall serve at the pleasure of the Board of Directors. In the event the Board of Directors fails to appoint an Architectural Control Committee, then the Board of Directors shall constitute the Committee. The affirmative vote of a majority of the members of the Architectural Control Committee shall be required in order to adopt or promulgate any rule or regulation, or to make any finding, determination, ruling or order, or to issue any permit, consent, authorization, approval or the like pursuant to the authority contained in this Article.

Section 3. Approvals, etc. Upon approval by the Architectural Control Committee of any plans and specifications submitted pursuant to the provisions of this Article, a copy of such plans and specifications, as approved, shall be deposited among the permanent records of such Committee and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same. In the event the Architectural Control Committee fails to approve or disapprove any plans and specifications which may be submitted to it pursuant to the provisions of this Article within thirty (30) days after such plans and specifications (and all other materials and information required by the Architectural Control Committee) have been submitted to it in writing, then approval will not be required and this Article will be deemed to have been fully complied with.

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

waiver of the right of the Architectural Control Committee to disapprove such plans and specifications, or any elements or features thereof, in the event such plans and specifications are subsequently submitted for use in any other instance.

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

Section 6. Rules and Regulations, etc. The Architectural Control Committee shall from time to time adopt and promulgate such rules and regulations regarding the form and content of plans and specifications to be submitted for approval and may publish such statements of policy, standards, guidelines and/or establish such criteria relative to architectural styles or details, or other matters, as it may consider necessary or appropriate. No such rules, regulations, statements, criteria or the like shall be construed as a waiver of the provisions of this Article or any other provision or requirement of these Bylaws. The Architectural Control Committee may charge and collect a reasonable fee for the examination of any plans and specifications submitted for approval pursuant to the provisions of this Article. The decisions of the Architectural Control Committee shall be final except that any member who is aggrieved by any action or forbearance from action by the Architectural Control Committee may appeal the decision of the Architectural Control Committee to the Board of Directors and, upon the request of such member, shall be entitled to a hearing before the Board of Directors. Two-thirds (2/3) of the Board of Directors shall be required to reverse the decision of the Architectural Control Committee.

ARTICLE XIII

Amendment and Approvals

Section 1. Amendments by Members. These Bylaws may be fully altered and/or amended, at any time and from time to time, by an instrument signed by the Members entitled to cast not less than sixty-six and two-thirds (66-2/3%) percent of the total votes of the membership with the written consent of fifty-one (51%) percent of the First Mortgagees holding mortgages on the Lots; provided, however, that so long as Declarant or Additional Declarant, their successors or assigns, owns a Lot, Declarant and Additional Declarant must join in such instrument in order for it to be effective. Any such amendment that has the effect of (i) terminating this Declaration or (ii) terminating the legal status of the Association shall require the written consent of First Mortgagees holding at least sixty-six and two-thirds (66-2/3%) percent of the outstanding mortgages on the Lots.

Section 2. Amendment by Declarant/Board of Directors. In the event that any portion of the herein described Properties or any portion of property hereafter annexed shall be financed by or shall be sought by Declarant or any successors or Additional Declarant to be financed by loans insured by the Veterans Administration or guaranteed by the Federal Housing Administration or in the event that any loans secured by First Mortgagees on any "Lots" and/or "Dwelling Units" are purchased by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association or by a similar type organization, the Declarant or the Board of Directors of the Association may, without the assent of the membership being required, amend these Bylaws and do such other acts as are necessary to comply with the requirements of the Veterans Administration, the Federal Housing Administration, the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association or said similar type organizations or to meet the

Witness my hand and seal this 15th day of May, 1984.
Declarant: [Signature]
Additional Declarant: [Signature]
[Signature]
[Signature]

requirements of any mortgage lender as the case may be. Notwithstanding the foregoing, in the event Declarant or Additional Declarant desires to amend these Bylaws to correct a technical or typographical error or to clarify any provisions herein which are otherwise vague, it may do so by an instrument signed by Declarant and Additional Declarant without the consent of the Owners, mortgagees, VA, FHA, FHLNC, or FNMA but shall give notice of any such amendments to all Owners, mortgagees, the VA, FHA, FHLNC, FNMA and all mortgagees of Lots who have requested the same in writing. The failure to give such notice shall not affect the validity or effectiveness of such amendment. Any amendment must be properly recorded.

Section 3. FHA/VA Approval. Notwithstanding anything herein contained to the contrary, as long as there is a Class "B" Membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration should same have a financial interest in the Property arising out of initial financing to an Owner: (a) annexation of additional properties; (b) dedication of Common Area; and (c) amendment of these Bylaws.

ARTICLE XIV

Mortgages - Notices

Section 1. Notice to Board of Directors. Any Owner of any Lot who mortgages such lot shall promptly notify the Board of Directors of the name and address of his mortgagee and, if requested to do so, shall file a conformed copy of such mortgage with the Board of Directors. The Board of Directors shall maintain suitable records pertaining to such mortgages.

Section 2. Consents. The following provisions of this Section 2 shall apply only if required by the Federal Home Loan Mortgage Corporation or the Federal National Mortgage Association (herein collectively referred to as the "Mortgage Company") and thereafter shall apply so long as required by the Mortgage Company. Notwithstanding any other provisions of these Bylaws or of the Declaration to the contrary, neither the membership of the Association nor the Board of Directors of the Association shall without prior written approval of at least seventy-five (75%) percent of the first mortgagees (based upon one vote for each mortgage) be entitled to:

(a) by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer any Common Areas or improvements thereon which are owned, directly or indirectly, by the Association. The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Areas by the Association shall not be deemed to transfer within the meaning of this clause;

(b) change the method of determining the obligations, assessments, or other charges which may be levied against any Owner;

(c) by act or omission change, waive, or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural control or the exterior appearance of Dwelling Units, the exterior maintenance of Dwelling Units, the upkeep of lawns and plantings, or the maintenance of Common Areas;

(d) fail to maintain Fire and Extended Coverage on insurable Common Area improvements on a current replacement cost basis in an amount not less than one hundred (100%) percent of the insurable value (based on current replacement cost);

(e) use hazard insurance proceeds for losses to any Common Area improvements for other than the repair, replacement or reconstruction of such improvements;

(f) annex properties in addition to those otherwise permitted by the Declaration or these Bylaws;

RUGGER
RED
BUILDING
ELT ROAD
INLAND

1980

(g) materially modify or amend the provisions of these Bylaws or of the Declaration.

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

ARTICLE XV

Interpretation - Miscellaneous

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

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

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

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

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

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

ADOPTED AND APPROVED BY THE BOARD OF DIRECTORS AS OF THE 31st DAY OF MARCH, 1987.

CC&Rs
Greenbrook Estates Homeowners Association, Inc.

Revised: 06/06/2014
Adopted: 05/13 Agreement
Governing: 04/14/05
Approved: 06/06/14
Homeowners

51217

AMENDED AND RESTATED
DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
GREENBROOK ESTATES

THIS DECLARATION made and entered into this 14 day of January, 1994.

WHEREAS, a Declaration of Covenants, Conditions and Restrictions for Greenbrook Estates was recorded among the Land Records of Prince George's County at Liber 6628 at Folio 587 et seq. and an Amendment to Declaration of Conditions and Restrictions for Greenbrook Estates was recorded at Liber 6666, Folio 537 et seq. applicable to the GREENBROOK ESTATES section of the GREENBROOK SUBDIVISION and more particularly described as follows:

"Lots 1 through 7 inclusive, Block A, Lots 35 through 50 inclusive, Block C, and Parcels A and B" as shown on plat of subdivision entitled "Plat One, Greenbrook," and "Lots 8 through 16 inclusive, Block A, Lots 30 through 34 inclusive, Block C, and Parcel C" as shown on plat of subdivision entitled "Plat Two, Greenbrook," and "Lots 1 through 18 inclusive, Block D, Lots 1 through 6 inclusive, Block E, Parcel D, and Parcel R" as shown on plat of subdivision entitled "Plat Three, Greenbrook," and "Lots 13 through 29 inclusive, Block C, and Parcel E" as shown on plat of subdivision entitled "Plat Four, Greenbrook," and "Lots 1 through 10 inclusive, Block B, and Parcel F" as shown on plat of subdivision entitled "Plat Five, Greenbrook," and "Lots 11 through 19 inclusive, Block B, Lots 1 through 12 inclusive, Block C, Parcel G, Parcel H, and Outlot A" as shown on plat of subdivision entitled "Plat Six, Greenbrook," all plats to be recorded among the Land Records of Prince George's County, Maryland.

WHEREAS, it is the desire of the GREENBROOK ESTATES HOMEOWNERS ASSOCIATION, INC. and the Owners of at least sixty-six and two-thirds percent (66 2/3%) of the Members of said Association to amend and restate the aforesaid Declaration and Amendment thereto in their entirety;

NOW, THEREFORE, the Declaration of Covenants, Conditions and Restrictions for GREENBROOK ESTATES and the Amendment thereto previously recorded in the Land Records of Prince George's County are hereby amended and restated in their entirety and the Properties described above shall be held, sold and conveyed

PRINCE GEORGES COUNTY, MD.
NO TRANSFER/RECORDATION
TAXES TO BE COLLECTED

ARTICLE I

DEFINITIONS

The following words when used in this Declaration or any Amendatory and/or Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

Section 1. "Association" shall mean and refer to Greenbrook Estates Homeowners' Association, Inc., a Maryland corporation, its successors and assigns.

Section 2. "Common Area" shall mean and refer to all real property and improvements thereon now or hereafter owned by the Association for the common use and enjoyment of the Members of the Association and designated as such. In order to be so designated, the property must be (a) shown on a recorded subdivision plat, (b) included within the Properties by this Declaration or any amendment or supplement thereto; and (c) specifically designated as Common Area by this Declaration or any amendment or supplement thereto. The Common Area owned by the Association is described as follows:

Parcel "A" and Parcel "B" as shown on "Plat 1, Lots 1 through 7 inclusive, Block A, Lots 35 through 50 inclusive, Block C, and Parcels A and B, Greenbrook." Parcel "C" as shown on "Plat 2, Lots 8 through 16 inclusive, Block A, Lots 30 through 34 inclusive, Block C and Parcel C, Greenbrook." Parcel "E" as shown on "Plat 4, Lots 13 through 29 inclusive, Block C and Parcel E, Greenbrook." Parcel "F," as shown on "Plat 5, Lots 1 through 10 inclusive, Block B and Parcel F, Greenbrook," and Parcel "G," Parcel "H," and Outlot "A," as shown on "Plat 6, Lots 11 through 19 inclusive, Block B and Lots 1 through 12 inclusive, Block C, and Parcel G, Parcel H, and Outlot A, Greenbrook."

Parcel "D" and Parcel "R" as shown on "Plat 3, Lots 1 through 18 inclusive, Block D and Lots 1 through 6 inclusive, Block E and Parcels D and R, Greenbrook."

Section 3. "Completed Dwelling Unit" shall mean a Dwelling Unit that has been approved for occupancy by the appropriate governmental authorities regardless of its occupancy.

Section 4. "Dwelling Unit" shall mean and refer to any building or portion

Section 6. "Lot" shall mean and refer to any plot or parcel of land included within the "Properties" and shown upon any recorded subdivision map or plat and designated to be used, developed or built upon as a unit, with the exception of the Common Area.

Section 7. "Member(s)" shall mean and refer to any person, group of persons or entity who holds membership in the Association, pursuant to Article III hereof.

Section 8. "Owner(s)" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is part of the Properties, including contract sellers, but excluding those having such interest merely as a security for the performance of an obligation.

Section 9. "Person" shall mean any individual, firm, corporation, partnership, association, trust, or other legal entity or any combination thereof.

Section 10. "Properties" shall mean and refer to that certain real property hereinabove described in the recitals as the GREENBROOK ESTATES section (and such additions thereto) within the GREENBROOK SUBDIVISION as may be subject to this Declaration, or any amendatory or supplemental Declaration.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment, access and ingress and egress, in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to suspend the voting right of an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any single infraction of its published rules and regulations

(b) the right of the Association, in accordance with its Articles

of the votes of the Membership and has been recorded, consenting to said mortgage.

(c) the right of the Association to take such steps as are reasonably necessary to protect the Properties against mortgage default and/or foreclosures;

(d) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members of the Board of Directors. Except as hereinafter provided, no such dedication or transfer shall be effective unless at least seventy-five percent (75%) of the First Mortgagees (based upon one vote per mortgage) shall have given their prior written approval and unless an instrument signed by Members entitled to cast two-thirds ($2/3$) of the votes of the membership agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every Member not less than thirty (30) days nor more than sixty (60) days in advance. Without the approval of First Mortgagees and without the assent or signature of the membership being required, the Board of Directors shall have the right (i) to grant such easements, rights of way, and licenses and to dedicate such streets and roads in and through the Common Area, as it shall from time to time deem necessary or desirable; and (ii) to grant easements for public utilities or for other public purposes consistent with the intended use of the Common Area;

(e) the right of the Association to limit the number of guests of Members using the Common Area;

(f) the right of the individual Owners to the use of parking spaces as provided in Section 5 hereof;

(g) the right of the Association to establish uniform rules and regulations pertaining to the use of the Common Area; and

(h) such other rights reserved or created by this Declaration.

Notwithstanding anything to the contrary contained herein, the right of access, ingress and egress over and across the Common Area appurtenant to each

Section 3. Parking Rights. Subject to reasonable rules and conditions, the Association may at its option from time to time designate one parking space conveniently located with respect to each Dwelling Unit for the exclusive use of the Members residing therein, their families and guests. If so designated, the use of such space by any other Member or person may be enjoined by the Association or the Members entitled thereto. The right to the use of such parking space, the right of ingress and egress to said parking area and to the maintenance and designation of said parking space by the Association shall be appurtenant to and shall pass with the title to each Dwelling Unit. The Association shall not be required to designate any spaces for exclusive use, and represents that initially there shall be no such exclusive designation. The unassigned spaces may be occupied on a first-come, first-served basis.

ARTICLE III

MEMBERSHIP

Every person or entity who is a record Owner of a fee or undivided fee interest in any Lot which is subject to this Declaration of Covenants, Conditions and Restrictions, and any supplements and/or amendments hereto, including contract sellers, shall be deemed to have a Membership in the Association, and each Purchaser of any Lot, by acceptance of a deed therefor, covenants and agrees to be a Member of the Association whether or not it shall be so expressed in any deed or other conveyance.

The foregoing is not intended to include persons or entities who hold an interest merely as a security for the performance of an obligation. For each Lot owned, the Owner thereof shall be entitled to one (1) Membership. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.

ARTICLE IV

VOTING RIGHTS

Any Owner of Lots which are leased may, in the lease or other written instrument, assign the voting right appurtenant to that Lot to the lessee, provided that a copy of such instrument is furnished to the Secretary prior to any meeting.

The Members of the Association shall have no presumptive rights, as such Members, to acquire any Memberships of this Association that may at any time be issued by the Association except as may be specifically provided in this Article.

ARTICLE V

COVENANTS FOR MAINTENANCE ASSESSMENTS

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

Each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association (i) the hereinafter provided applicable annual assessment or charge and (ii) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon, attorney's fees, and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest thereon, costs of the collection and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fall due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessment. The assessments levied by the Association shall be used exclusively for the following purposes: the promotion of the recreation, health, safety and welfare of the residents in the Properties; the payment of all costs relating to the maintenance and operation of the Association; the operation, improvement, maintenance, replacement and repair of

directly or indirectly incident to the extent that said areas and facilities are not otherwise maintained from time to time by the County or any other governmental agency; the promotion, improvement and maintenance of the beautification of the GREENBROOK ESTATES section of the GREENBROOK SUBDIVISION; the payment of taxes or assessments levied from time to time by any lawful authority against the said Common Area; the payment of all insurance from time to time carried on the Common Area or the facilities located thereon; and the improvement and maintenance of the Properties, services and facilities devoted to the promotion of the health, safety and welfare of the residents in the Properties. The foregoing shall not be deemed to be a representation that any of the foregoing described improvements will be established within the Common Area.

Section 3. Annual Assessment.

(a) The Board of Directors may increase the maximum annual assessment by (i) an amount not more than ten percent (10%) above the maximum for the previous year, or (ii) the percentage increase in the previous year in the Consumer Price Index (U.S. Bureau of Labor Statistics, Revised Consumer Price Index, "All Items United States," or a substitute index) whichever is greater, without a vote of the Membership.

(b) The maximum annual assessment may be increased above either ten percent (10%) of the maximum assessment for the previous year or the Consumer Price Index, whichever is greater, by a vote of two-thirds (2/3) of the Members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) After consideration of (i) current maintenance requirements and costs, (ii) requirements for a reasonable reserve fund for replacement of any improvements on and to the Common Area, and (iii) future needs of the Association, the Board of Directors shall fix the actual annual assessment at an amount not in excess of the maximum annual assessment for the said year.

(d) A reasonable reserve fund for the maintenance, repair and replacement of any improvements on and to the Common Area shall be maintained.

in any assessment year a special assessment, applicable to the year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each of Members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for any Action Authorized Under Section 3 and 4.

Written notice of any meeting called for the purpose of taking any action authorized under Section 3 and 4 shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast ten percent (10%) of the votes of each class of Membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Annual Assessments and Special Assessments must be fixed at a uniform rate for all Lots. There shall be no rate adjustment due to Lot size.

Section 7. Date of Commencement of Annual and Special Assessments; Due Dates. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. The due date of any special assessment authorized under Section 4 shall be fixed in the resolution authorizing such assessment. Written notice of the annual and special assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand at any time, furnish to Owner, to any mortgagee or to any contract purchaser a certificate in writing signed by an officer of the Association

assessment shall bear interest from the date of delinquency at the lesser of the rate of ten percent (10%) per annum, or at the highest legal rate of interest then allowable by law, and the Association may bring a civil action against the Owner personally obligated to pay the same or to foreclose the lien against the Owner's Lot and there shall be added to the amount of such assessment interest, costs of the action, and reasonable attorney's fees. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use or abandonment of any Lot.

Section 9. Subordinate of the Lien to the Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any bona fide first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any first mortgage, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof, shall extinguish the lien for all such assessments as to payments thereof which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. The term mortgage or mortgages shall include Deed of Trust or Deeds of Trust.

Section 10. Exempt Property. The following Property subject to this Declaration shall be exempt from the assessments created therein: (a) all Properties dedicated to and accepted by a local public authority; (b) the Common Area. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE VI

ARCHITECTURAL CONTROL

Section 1. Architectural Control Committee. Each Owner of a Lot by virtue of his acceptance of a warranty deed, acknowledges the necessity of maintaining the physical appearance and image of Greenbrook Estates as a quality residential community and except for purposes of proper maintenance and repair, or as

combine or otherwise join two or more Lots, or to partition the same after combination, or to remove or alter any windows or exterior doors of any Lot, or to make any change or alteration within any Lot which will alter the structural integrity of a building or otherwise affect the property, interest or welfare of any other Owner, materially increase the cost of operating or insuring the Properties or impair any easement, until the complete plans and specifications, showing the location, nature, shape, height, materials, color, type of construction and/or any other proposed form of change including, without limitation, any other information specified by the Board of Directors (or its designated committee) shall have been submitted to and approved in writing as to safety, harmony of design, color and location in relation to surrounding structures and topography by the Board of Directors or by an Architectural Control Committee composed of three (3) or more representatives appointed by the Board.

Section 2. Architectural Control Committee - Operation. The Architectural Control Committee shall be composed of three (3) or more natural persons designated from time to time by the Board of Directors of the Association and such persons shall serve at the pleasure of the Board of Directors. In the event the Board of Directors fails to appoint an Architectural Control Committee, then the Board of Directors shall constitute the Committee. The affirmative vote of a majority of the Members of the Architectural Control Committee shall be required in order to adopt or promulgate any rule or regulation, or to make any finding, determination, ruling or order, or to issue any permit, consent, authorization, approval or the like pursuant to the authority contained in this Article.

Section 3. Approvals, etc. Upon approval by the Architectural Control Committee of any plans and specifications submitted pursuant to the provisions of this Article, a copy of such plans and specifications, as approved, shall be deposited among the permanent records of such Committee and an approval, in return, shall be returned to the applicant submitting the same. In the event

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

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

Section 6. Rules and Regulations, etc. The Architectural Control Committee shall have the right to adopt and promulgate such rules and regulations

collect a reasonable fee for the examination of any plans and specifications submitted for approval pursuant to the provision of this Article. The decisions of the Architectural Control Committee shall be final except that any Member who is aggrieved by any action or forbearance from action by the Architectural Control Committee may appeal the decision of the Architectural Control Committee to the Board of Directors and, upon the request of such Member, shall be entitled to a hearing before the Board of Directors. Two-thirds (2/3) of the Board of Directors shall be required to reverse the decision of the Architectural Control Committee.

ARTICLE VII

COMMON AREAS

Section 1. Common Areas Committee. The Common Areas are for the use and enjoyment of all residents of Greenbrook Estates. Each Owner of a Lot by virtue of acceptance of a warranty deed, acknowledges the necessity of maintaining the Common Areas of this community. The physical appearance of well-maintained Common Areas contributes to the image of Greenbrook Estates as a quality residential community. No work or maintenance shall be performed upon any of the Common Areas within the project until the complete plans and specifications, showing the location, materials, identifications of plants and/or any other proposed form of change including, without limitation, any other information specified by the Board of Directors (or its designated committee) shall have been submitted to and approved in writing by the Board of Directors or, at the direction of the Board, by a Common Areas Committee.

Section 2. Common Areas Committee - Operation. The Common Areas Committee shall be composed of a Chair appointed by the Board, one or more representatives from the Board, and Members in good standing of the Greenbrook Estates Association. In the event that the Board of Directors fails to establish a Common Areas Committee, the Board of Directors shall constitute the Committee. The affirmative vote of a majority of the Members of the Common Areas Committee

such Committee and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same.

Section 4. Limitations. Landscaping or alterations in accordance with plans and specifications approved by the Common Areas Committee pursuant to the provisions of the Article shall be commenced within six (6) months following the date upon which the same are approved by the Common Areas Committee and shall be substantially completed within twelve (12) months following the date of commencement, or within such longer period as the Common Areas Committee shall specify in its approval. In the event that the work is not commenced within the period aforesaid, then approval of the plans and specifications by the Common Areas Committee shall be conclusively deemed to have lapsed and compliance with the provisions of this Article shall again be required. There shall be no deviations from plans and specifications approved by the Common Areas Committee. Approval of any particular plans and specifications or design shall not be construed as a waiver of the right of the Common Areas Committee to disapprove such plans and specifications, or any elements or features thereof, in the event such plans and specifications are subsequently submitted for use in any other instance.

Section 5. Rules and Regulations, Etc. The Common Areas Committee shall from time to time adopt and promulgate such rules and regulations regarding the use of the Common Areas and may publish such statements of policy, standards, guidelines, or other matters, as it may consider necessary or appropriate. No such rules, regulations, statements, criteria or the like shall be construed as a waiver of the provisions of the Article or any other provision or requirement of this Article or any other provision or requirement of these Bylaws. The Common Areas Committee may charge and collect a reasonable fee for the examination of any plans and specifications submitted for approval pursuant to the provisions of this Article. The decisions of the Common Areas Committee shall be final except that any Member who is aggrieved by any action or forbearance from action by the Common Areas Committee may appeal the decision of

ARTICLE VIII

USE RESTRICTIONS

Section 1. Residential Use. The Properties are hereby restricted to residential dwellings, and ancillary and accessory uses and buildings in connection therewith. No building or structure of a temporary character, trailer, tent, shack, garage, barn, or other outbuilding shall be placed on or used on any Lot at any time as a residence either temporarily or permanently. No trailer, camper, boat or similar equipment shall be permitted to remain upon any property within the Properties, or streets thereof, unless placed or maintained within an enclosed internal garage or carport. No Dwelling Unit may be occupied for more than sixty (60) days by more than three (3) persons age 18 or older (excluding child care providers and other household employees) all or some of whom are not related by blood, adoption or marriage to each other person residing in the Dwelling Unit.

Section 2. Commercial Activities, Nuisances. No objects of unsightly appearance or nuisances shall be erected, placed or permitted to remain on any Lot, nor shall any Lot be used in any way or for any purpose which may endanger the health or unreasonably disturb the residence of the Properties. No commercial activities of any kind whatever shall be conducted in any building or upon any portion of the Lot except activities intended primarily to service residents in the Properties. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept on the Lot subject to rules and regulations as may be adopted by the Association and provided they are not kept, bred or maintained for any commercial purpose, or in unreasonable numbers. Notwithstanding the foregoing, no animals or fowl may be kept on the Property which result in an annoyance or are obnoxious to residents in the vicinity. The foregoing restrictions shall not apply to the commercial activities, signs and billboards, if any, the Association in furtherance of its powers and purposes set forth hereinafter and in its Articles of Incorporation, Bylaws and Rules and Regulations, as the same may be

utilities or which may change the direction in the flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or a private or public utility company is responsible.

Section 4. Leasing. No Lot within the project shall be leased or rented for less than six (6) months, with the exception of leases entered into by the Association. No portion of any Lot (other than the entire Lot) shall be leased or rented for any period. Any Owner of any Lot who shall lease such Lot shall promptly following the execution of any such lease, forward a conformed copy thereof to the Board of Directors. Any such lease shall contain a provision to the effect that the rights of the tenant to use and occupy the Lot shall be subject and subordinate in all respect to the provisions of this Declaration and the Bylaws and to such rules and regulations relating to the use of the Common Areas or other "house rules" as the Board of Directors may from time to time promulgate. The provisions of this subsection prohibiting leaseholds of less than six (6) months shall not apply to any institutional mortgagee of any Lot who comes into possession of the Lot as a result of a foreclosure sale or as a result of any proceeding in lieu of foreclosure. All leases shall be executed by each person age 18 or older residing in a Dwelling Unit and a copy of such lease shall be provided to the Board of Directors. The Board of Directors may adopt a standard lease form for use by Owners who lease any Lot or Dwelling Unit.

Section 5. Signs. No sign, billboard or other advertising device of any character shall be erected or maintained upon any part of said tract or on any Lot therein; excepting, however, one (1) sign of each Lot (with dimensions of not more than eighteen (18) inches by twenty-four (24) inches) advertising such Lot for sale or rent.

Section 6. Antennae. No exterior radio or television receiving or transmitting antennae or external apparatus shall be installed on any Lot

equipment and machinery as may be reasonable, customary and usual in connection with the use and maintenance of any dwelling and except for such equipment and machinery as the Association may require in connection with the maintenance and operation of the Common Area and community facilities), or vehicle that does not fall in the categories described in (b) below shall be kept upon the Properties, including but not limited to, the parking lots, driveways, and dedicated streets adjoining any portion of Greenbrook, nor (except for bona fide emergencies) shall the repair or extraordinary maintenance of automobiles or other vehicles be carried out thereon. The Association may, in the discretion of the Board of Directors, provide and maintain a suitable area designated for the parking of such vehicles listed hereinabove. Any permitted vehicle that is not parked within a garage shall be parked only on the paved driveway portion of a Lot or on the street. No vehicle may be parked on the grass or other unpaved portion of any Lot or on the common areas. Nothing in this section, or hereinelsewhere, shall be construed to apply to any vehicles used by the Association, their agents, successors, and assigns, in relation to maintenance, repair and construction within the Community.

(b) The following classes of vehicles, as defined by the Maryland Department of Motor Vehicles, may be parked in the parking lots, driveways, and dedicated streets adjoining any portion of Greenbrook.

(1) Vehicles less than eight-four (84) inches in width and twenty-one (21) feet in length, including all protrusions, except side view mirrors, and as described below:

- a. Class "A" passenger vehicles;
- b. Class "B" for-hire vehicles;
- c. Class "D" motorcycles;
- d. Class "E" trucks with a three-quarter (3/4) ton or less manufacturer's rated capacity;
- e. Class "J" vanpool vehicles with a three-quarter (3/4) ton or less manufacturer's rated capacity.

(1) While making deliveries or while loading or unloading a vehicle as long as the delivery, loading, or unloading process takes no longer than three (3) hours.

(2) While on official business or on emergency if the vehicle is a public safety or emergency vehicle.

Section 8. Utilities. The rights and duties with respect to sanitary sewer and water, cable television, electricity, gas and telephone lines and facilities shall be governed by the following:

(a) Whenever water, sanitary sewer, electricity, gas, cable television or telephone connections, lines, cables or any portion thereof, are or have been installed within the Properties, the Owner of any Lot, or the Association shall have the right, and are hereby granted an easement to the extent necessary therefor, to enter upon or have a utility company enter upon any portion of the Properties in which said installations lie, to repair, replace and generally maintain said installations.

(b) The right granted in Subparagraph (a) above shall be only to the extent necessary to entitle the Owner or Association serviced by said installation to its full and reasonable use and enjoyment, and provided further that anyone exercising said right shall be responsible for restoring the surface of the easement area so used to its condition prior to such use.

Section 9. Other. All rubbish, trash and garbage shall be regularly removed from the Properties, and shall not be allowed to accumulate thereon. All clotheslines, refuse containers, wood piles, storage areas and machinery and equipment shall be prohibited upon any Lot, unless obscured from view of adjoining Lots and streets by a fence or appropriate screen approved by the Architectural Control Committee.

ARTICLE IX

LOT MAINTENANCE AND VIOLATIONS

The cost of such work shall be added to and become part of the assessment to which such Lot is subject.

Section 2. Right of Association to Remove or Correct Violations. The Association or its duly authorized agents, officers and employees may, in the interest of the general welfare of all the Owners of the Properties and after reasonable notice to the Owner, and without liability to the said Owner or occupant for trespass or otherwise, enter upon any Lot or the exterior of any Dwelling Unit at reasonable hours on any day for the purpose of removing or correcting any violations or breach of any attempted violation of any of the covenants and restrictions contained in this Declaration, or for the purpose of abating anything herein defined as a prohibited use or nuisance, provided, however, that no such action shall be taken without a resolution of the Board of Directors of the Association or by the Architectural Control Committee. Any costs incurred by the Association or the Architectural Control Committee directly attributable to taking necessary corrective actions shall be the sole personal responsibility of the Owner and shall also become a lien against the Property until satisfied.

Section 3. Assessment of Cost. The cost of any maintenance to any Lot and the cost to correct any violations as herein set forth shall be assessed against the Lot upon which such maintenance is performed and shall be added to and become part of the annual maintenance assessment or charge to which such Lot is subject under Article V hereof and, as part of such annual assessment or charge, it shall be a lien and obligation of the Owner and shall become due and payable in all respects as provided in Article V hereof.

ARTICLE X

ANNEXATION OF ADDITIONAL PROPERTIES

Any annexation of Additional Property shall require the assent of two-thirds (2/3) of the Members at a meeting duly called for this purpose. Written notice of which shall be sent to all Members not less than thirty (30) days nor

Membership is not present in person or by proxy, Members not present may give their written assent to the action taken thereat.

ARTICLE XI

AMENDMENT AND APPROVALS

Section 1. General Provisions. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. Except as hereinafter provided, this Declaration as from time to time amended and the covenants and the restrictions of this Declaration may be fully altered and/or amended at any time and from time to time as follows:

(a) Amendment by Members. This Declaration may be fully altered and/or amended, at any time and from time to time, by an instrument signed by the Members entitled to cast not less than sixty-six and two-thirds percent ($66 \frac{2}{3}\%$) of the total votes of the Membership with the written consent of fifty-one percent (51%) of the First Mortgagees holding mortgages on the Lots. Any such amendment that has the effect of (i) terminating this Declaration or (ii) terminating the legal status of the Association shall require the written consent of First Mortgagees holding at least sixty-six and two-thirds percent ($66 \frac{2}{3}\%$) of the outstanding mortgages on the Lots.

(b) Amendment by Board of Directors. In the event that any portion of the herein described Properties or any portion of property hereafter annexed shall be financed by or shall be sought to be financed by loans insured by the Veterans Administration or guaranteed by the Federal Housing Administration or in the event that any loans secured by First Mortgagee on any "Lots" and/or "Dwelling Units" are purchased by the Federal Home Loan Mortgage Corporation, the

notice shall not affect the validity or effectiveness of such amendment. Any amendment must be properly recorded.

ARTICLE XII

MORTGAGES - NOTICES

Section 1. Notice to Board of Directors. Any Owner of any Lot who mortgages such Lot shall promptly notify the Board of Directors of the name and address of his mortgagee and, if requested to do so, shall file a conformed copy of such mortgage with the Board of Directors. The Board of Directors shall maintain suitable records pertaining to such mortgages.

Section 2. Rights of First Mortgagee. Upon written request, any First Mortgagee of a Lot shall be entitled to and shall receive from the Association notices of any of the following as shall be requested:

(a) Any condemnation loss or casualty loss which affects a material portion of the Properties and any phases annexed thereto or the Lot on which its mortgage is held;

(b) Delinquency of assessments which remain uncured for a period of sixty (60) days or more;

(c) Any lapse, cancellation, or modification of any insurance policy or fidelity bond maintained by the Association;

(d) Any restoration or repair of the Properties and any phases annexed thereto after partial condemnation or damage; and

(e) Any termination of the legal status of the Properties and any phases annexed thereto.

Any termination of legal status as provided in subsection (e) above, shall require the consent of the holders of the mortgages on at least fifty-one percent (51%) of the Lots contained in the Properties and any phases annexed thereto at the time thereof.

ARTICLE XIII

Section 2. Enforcement. The Association, or any Owner, or any First Mortgagee shall have the right to enforce, by any civil proceeding all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the Declaration. Failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. If the Association, or any Owner or First Mortgagee, prevails in a legal action or any other proceeding (including an administrative proceeding or arbitration) to enforce any provision of the Declaration, Articles of Incorporation, Bylaws or Rules of the Association, the cost of such action, including attorney's fees, shall be a binding personal obligation of the Owner committing or responsible for such violation. An Owner shall be responsible for the acts or omissions of any tenants, guests, invitee or occupant of his Dwelling Unit. Such costs, including attorney's fees, shall also be a lien upon the Lot of such Owner collectible in the same manner as a lien for unpaid assessments.

The Association, by and through the Board of Directors, shall have the authority to levy reasonable fines against an Owner for any violation of the provisions of the Declaration, Articles of Incorporation, Bylaws or Rules of the Association by the Owner or the Owner's tenants guests, invitee or occupant of such Owner's Dwelling Unit. The amount of such fine, together with the cost of collecting the fine (including attorneys fees), shall be the personal obligation of the Owner against whom a fine is levied and shall also be a lien upon the Owner's Lot collectible in the same manner as a lien for unpaid assessments.

Section 3. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration or of the Bylaws shall be deemed to have been properly sent when mailed, by ordinary mail, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 4. Severability. Invalidity of any one of these covenants or restrictions by judgment or court order shall in no way affect the

at such subsequent meeting shall be one-half (1/2) of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Insurance Coverage. Each Owner shall be required to obtain insurance for his Dwelling Unit against loss or damage by fire, casualty, or other hazards in an amount sufficient to cover the full replacement cost of any repair or reconstruction work in the event of damage or destruction from any insured hazard. The insurance proceeds payable on account of loss or damage to the Dwelling Unit shall be applied to repair or restoration of the damaged property, such work to be performed in substantial conformity to the original plans and specification.

Section 7. Waiver. No restriction, condition, obligation or provision of this Declaration shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.

Section 8. Captions. The captions and headings contained herein are for convenience only and are not a part of this Declaration and are not intended in any way to limit or enlarge the terms and provisions hereof.

Section 9. Gender, etc. Whenever in this Declaration the context so requires, the singular number shall include the plural and the converse, and the use of any gender shall be deemed to include all genders.

IN WITNESS WHEREOF, the said Greenbrook Estates Homeowners Association, Inc. has caused these presents to be executed by its duly authorized President with its Corporate Seal hereunto affixed, attested by its Secretary on the date first above written. The undersigned officers of the Greenbrook Estates Homeowners Association, Inc. hereby certify that this Amended and Restated Declaration was approved by at least sixty-six and two-thirds percent (66 2/3%) of the Members of the Association and by at least fifty-one percent (51%) of the First Mortgagees.

ATTEST:

GREENBROOK ESTATES HOMEOWNERS

STATE OF MARYLAND

COUNTY OF PRINCE GEORGE'S

ss:

I HEREBY CERTIFY that on this 7th day of January, 1994, before me, the undersigned notary public, personally appeared Charles Schwan, who acknowledged himself to be the President of GREENBROOK ESTATES HOMEOWNERS ASSOCIATION, INC., a Maryland Corporation, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the Corporation by himself as such officer.

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

John Zosel
Notary Public, Maryland

My Commission Expires:

I HEREBY 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.

Thomas C. Schild
Thomas C. Schild

Collection Resolution
Greenbrook Estates Homeowners Association, Inc.

Approved by the Board of
Directors of the Association
Effective January 1, 2011
The Greenbrook Estates Homeowners
Association, Inc.

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

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Current Unaudited Financial Documents
Greenbrook Estates Homeowners Association, Inc.

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of MVS&PAA, LLP.

Greenbrook Estates Homeowners Association, Inc

Balance Sheet as of 8/31/2025

Assets	Operating	Reserve	Total
Assets			
1012 - NCB - Operating	\$2,275.25		\$2,275.25
1200 - Accounts Receivable	\$11,218.80		\$11,218.80
1640 - Prepaid Insurance	\$223.00		\$223.00
1645 - Prepaid Expense	\$98.73		\$98.73
Total Assets	\$13,815.78		\$13,815.78
Reserves			
1067 - NCB Reserve		\$34,011.79	\$34,011.79
1990 - Due From Operating		\$1,643.15	\$1,643.15
Total Reserves		\$35,654.94	\$35,654.94
Total Assets	\$13,815.78	\$35,654.94	\$49,470.72
Liabilities / Equity	Operating	Reserve	Total
Current Liabilities			
2000 - Accounts Payable	\$2,000.00		\$2,000.00
2001 - Due to Reserve	\$1,643.00		\$1,643.00
2020 - Prepaid Assessment	\$3,993.00		\$3,993.00
Total Current Liabilities	\$7,636.00		\$7,636.00
Reserves			
3020 - Reserve Contributions - CY		\$4,034.24	\$4,034.24
3024 - Reserves		\$31,414.69	\$31,414.69
3140 - Reserve - CY Interest		\$206.01	\$206.01
Total Reserves		\$35,654.94	\$35,654.94
Equity			
3040 - Retaining Earnings	\$391.77		\$391.77
3999 - Net Income (Loss)	\$5,788.01		\$5,788.01
Total Equity	\$6,179.78		\$6,179.78
Total Liabilities / Equity	\$13,815.78	\$35,654.94	\$49,470.72

As of 8/31/2025
Audited by [redacted]
[redacted]
[redacted]
[redacted]
[redacted]

Greenbrook Estates Homeowners Association, Inc

Statement of Revenues and Expenses 8/1/2025 - 8/31/2025

	Current Period			Year To Date			Annual Budget
	Actual	Budget	Variance	Actual	Budget	Variance	
Operating Income							
Income							
4025 - Assessment	-	-	-	60,822.00	60,822.00	-	81,096.00
4040 - Late Fee	-	41.67	(41.67)	(66.80)	333.36	(400.16)	500.00
4045 - Returned Payment Fee	-	-	-	55.00	-	55.00	-
4049 - Homeowner Interest	-	-	-	937.63	-	937.63	-
4050 - Operating Interest	-	8.33	(8.33)	-	66.64	(66.64)	100.00
4210 - Reimbursed Charge from City	-	450.00	(450.00)	-	3,600.00	(3,600.00)	5,400.00
Total Income	-	500.00	(500.00)	61,747.83	64,822.00	(3,074.17)	87,096.00
Total Income	-	500.00	(500.00)	61,747.83	64,822.00	(3,074.17)	87,096.00

Operating Expense

General & Administrative							
6010 - Audit & Tax	-	200.00	200.00	2,400.00	1,600.00	(800.00)	2,400.00
6012 - Dues & Subscriptions	50.00	29.17	(20.83)	400.00	233.36	(166.64)	350.00
6015 - Printing & Copying	6.80	74.58	67.78	516.57	596.64	80.07	895.00
6020 - Bank Charges	-	8.33	8.33	-	66.64	66.64	100.00
6021 - Bad Debt Expense	-	73.67	73.67	-	589.36	589.36	884.00
6060 - Insurance Property & Liability	223.00	208.33	(14.67)	1,561.00	1,666.64	105.64	2,500.00
6070 - Legal - General	-	208.33	208.33	1,677.02	1,666.64	(10.38)	2,500.00
6071 - Legal - Collection	-	216.67	216.67	-	1,733.36	1,733.36	2,600.00
6100 - Postage Expense	35.07	74.58	39.51	440.74	596.64	155.90	895.00
6101 - Management - Schedule A Expenses	-	37.58	37.58	-	300.64	300.64	451.00
6120 - Management Fee	1,400.00	1,428.33	28.33	11,200.00	11,426.64	226.64	17,140.00
6150 - Miscellaneous Admin	560.10	63.00	(497.10)	2,797.25	504.00	(2,293.25)	756.00
Total General & Administrative	2,274.97	2,622.57	347.60	20,992.58	20,980.56	(12.02)	31,471.00

Maintenance							
6310 - Site Repairs/Maintenance	-	58.33	58.33	-	466.64	466.64	700.00
6315 - Landscape Improvement	-	100.00	100.00	-	800.00	800.00	1,200.00
6345 - Tree Maintenance	-	333.33	333.33	-	2,666.64	2,666.64	4,000.00
Total Maintenance	-	491.66	491.66	-	3,933.28	3,933.28	5,900.00

Contract Services							
6610 - Landscape	-	1,666.67	1,666.67	14,933.00	13,333.36	(1,599.64)	20,000.00
6611 - Landscape Covenants Enforcement	-	41.67	41.67	-	333.36	333.36	500.00
6630 - Trash Removal	2,000.00	2,000.00	-	16,000.00	16,000.00	-	24,000.00
Total Contract Services	2,000.00	3,708.34	1,708.34	30,933.00	29,666.72	(1,266.28)	44,500.00

Reserve/Fund Activity							
7150 - Reserve Contribution	241.45	416.67	175.22	4,034.24	3,333.36	(700.88)	5,000.00
Total Reserve/Fund Activity	241.45	416.67	175.22	4,034.24	3,333.36	(700.88)	5,000.00

Other Expenses							
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Greenbrook Estates Homeowners Association, Inc

Statement of Revenues and Expenses 8/1/2025 - 8/31/2025

	Current Period			Year To Date			Annual Budget
	Actual	Budget	Variance	Actual	Budget	Variance	
Operating Expense							
7215 - Real Estate/Water Quality Tax	-	18.75	18.75	-	150.00	150.00	225.00
Total Other Expenses	-	18.75	18.75	-	150.00	150.00	225.00
Total Expense	4,516.42	7,257.99	2,741.57	55,959.82	58,063.92	2,104.10	87,096.00
Operating Net Total	(4,516.42)	(6,757.99)	2,241.57	5,788.01	6,758.08	(970.07)	-
Net Total	(4,516.42)	(6,757.99)	2,241.57	5,788.01	6,758.08	(970.07)	-

Report generated on 9/8/2025 10:33 AM - V3.11
Greenbrook Estates Homeowners Association, Inc
10000 Greenbrook Drive, Suite 100
Greenbrook, NY 11741
Tel: 845.338.1100

Insurance Dec Page
Greenbrook Estates Homeowners Association, Inc.

Greenbrook Estates Homeowners Association, Inc.
Attention: 1944 Broadway
Center for the Performing Arts
1944 Broadway
New York, NY 10023-7000



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/17/2025

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

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

PRODUCER HMS Insurance Associates, Inc. 20 Wight Ave Suite 300 Hunt Valley MD 21030	CONTACT NAME: Angela Navarro PHONE (A/C, No, Ext): 443-632-3370 E-MAIL: Angela.Navarro@MarshMMA.com FAX (A/C, No): 443-632-3473 ADDRESS: Angela.Navarro@MarshMMA.com
INSURED Greenbrook Estates Home Owners Association, Inc. C/O: D.H. BADER MANAGEMENT 10480 LITTLE PATUXENT PKWY FL 10 STE 1000 Columbia MD 21044-3537	INSURER(S) AFFORDING COVERAGE INSURER A: The Cincinnati Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES	CERTIFICATE NUMBER: 1554785172	REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☐ OCCUR ☐ GEN'L AGGREGATE LIMIT APPLIES PER: POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:		SBB0007785	1/8/2025	1/8/2026	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
	AUTOMOBILE LIABILITY ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY ☐					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	X UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☐ RETENTION \$ ☐	OCCUR ☐ CLAIMS-MADE ☐	SBU0007789	1/8/2025	1/8/2026	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A ☐				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Employee Benefit Liability		SBB0007785	1/8/2025	1/8/2026	Each Employee Limit 1,000,000 Aggregate Limit 3,000,000 Deductible Amount 1,000

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

CERTIFICATE HOLDER Evidence of Insurance	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Rules and Regulations

Greenbrook Estates Homeowners Association, Inc.

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