

BY-LAWS

OF

ANNAPOLIS ROADS WEST COMMUNITY ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION: The name of the corporation is Annapolis Roads West Community Association, Inc., hereinafter referred to as the "Association". The principal office of the Association shall be at 715 St. Paul Street, Baltimore, Maryland, but meetings of members and directors may be held at such places within the State of Maryland as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. Association. "Association" shall mean and refer to Annapolis Roads West Community Association, Inc., its successors and assigns.

Section 2. Common Area. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the members of the Association as more particularly described in the Declaration.

Section 3. Declarant. "Declarant" shall mean and refer to Annapolis Roads Limited Partnership, a Maryland Limited partnership, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 4. Declaration. "Declaration" shall mean the Declaration of Covenants, Conditions and Restrictions, dated by the Declarant, recorded among the Land Records of Anne Arundel County, Maryland, in Liber W.G.L. 3412, folio 152, and any Amendments and/or Supplements thereto.

Section 5. Lot. "Lot" shall mean and refer to all numbered subdivided parcels shown on the Plat as an area for a single family residential dwelling or similar building (whether attached or detached) and shall not include drainage and/or utility easements or public streets or Common Area.

Section 6. Plat of Annapolis Roads West. "Plat of Annapolis Roads West" shall mean and refer to and include the plats entitled, "Annapolis Roads West, Section One", prepared by Nealon & Davis, dated September, 1979, and recorded among the Land Records of Anne Arundel County, Maryland, in Plat Book W.G.L. 75, folios 19 and 20.

Section 7. Property. "Property" shall mean and refer to the real property described in Exhibit A in the Declaration (hereinafter defined), and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

### ARTICLE III

#### MEMBERSHIP

Section 1. Membership. Qualification for membership and the classes of membership shall be as defined in the Articles of Incorporation and the Declaration.

Section 2. Suspension of Membership. During any period in which a member shall be in default in the payment of any annual or special assessment levied by the Association, the voting rights and right to use the recreational facilities, if any, of such member may be suspended by the Board of Directors until such assessment has been paid. Such rights of a member may also be suspended, after notice and hearing, for a period not to exceed sixty (60) days, for violation of any rules and regulations established by the Board of Directors governing the use of the Common Area and facilities.

### ARTICLE IV

#### BOARD OF DIRECTORS: SELECTION: TERM OFFICE:

Section 1. Number. As of and after the first annual meeting of members, the affairs of the Association shall be managed by a Board of five (5) directors, who need not be members of the Association; prior to said meeting, the affairs of the Association shall be managed by the Directors named in the Articles of Incorporation.

Section 2. Election. At the first annual meeting, the members shall elect two (2) directors for a term of one (1) year, two (2) directors for a term of two (2) years and one (1) director or a term of three (3) years; and at each annual meeting thereafter, the members shall elect one (1) director for a term of three (3) years and one (1) director for a term of two (2) years.

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

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

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

## ARTICLE V

### MEETING OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a Sunday or a legal holiday, then that meeting shall be held at the same time on the next day which is not a Sunday or a legal holiday.

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

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

## ARTICLE VI

### NOMINATION AND ELECTION OF DIRECTORS

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

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

## ARTICLE VII

### POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

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

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

(c) 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

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

Section 2. Duties. It shall be the duty of the Board of Directors to use its best efforts to:

(a) cause to be kept a complete record of all its acts and corporate affairs;

(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 monthly assessment against each Lot at least thirty (30) days in advance of each fiscal year, and

(2) send written notice of assessment to every Owner subject thereto at least thirty (30) days in advance of the first day of each fiscal year during which monthly assessments shall be levied, and

(3) to foreclose the lien against any property for which assessments are not paid within thirty (30) days after the due date and/or to bring an action at law against the Owner personally obligated to pay the same. The unpaid assessment shall bear interest from the due date at the rate of eight per cent (8%); any judgment obtained for such delinquent assessment shall include such reasonable

attorney's fee as may be fixed by the court together with the cost of the action.

(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 and all other property owned by the Association to be preserved, operated and maintained in good order and repair and to establish reserves for such purposes if they deem it appropriate to do so.

## ARTICLE VIII

### COMMITTEES

Section 1. Appointment. The Board of Directors shall appoint such committees as deemed appropriate in carrying out the purposes of the Association.

Section 2. Duties. It shall be the duty of each committee to receive complaints from members on any matter involving Association functions, duties, and activities within its field of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such other committee, director or officer of the Association as is further concerned with the matter presented.

## ARTICLE IX

### MEETINGS OF MEMBERS

Section 1. Annual Meetings. The annual meetings of the members shall be held on the second Wednesday in May at the hour of 7:30 o'clock, p.m., or such other time as may be determined by the directors. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour of the first day following which is not a Sunday or a legal holiday. The first annual meeting shall take place no later than one year following the date of recording of the Declaration.

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

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days (or such different notice period as specified for certain actions in the Declaration and/or Articles of Incorporation) before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and the agenda for the business to be transacted at the meeting. Such notice shall state that if a sufficient number of members to constitute a quorum or to approve or authorize the actions set forth in the notice are not in attendance, the members present at such meeting, in person or by proxy, may by majority vote call a further meeting of the members for the same purpose. Said notice shall further state that fifteen (15) days' notice of the time, place and purpose of such further meeting shall be given by advertisement inserted in a newspaper published in the county in which is located the principal office of the Association. Said notice shall further state that at such further meeting the members present, in person or by proxy, shall constitute a quorum and by majority vote of those present, in person or by proxy, may approve or authorize the proposed action or take any other action which might have been taken at the original meeting if a sufficient number of members had been present; and the notice of such further meeting shall so state.

Section 4. Quorum. The presence at the meeting in person or by proxy of one-fourth (1/4) of the members entitled to vote shall constitute a quorum for any action except as otherwise provided in the Declaration, Articles of Incorporation or these By-Laws. If, however, such quorum shall not be present, in person or by proxy, or represented at any meeting, then, if the notice of such meeting stated that the procedure authorized by this Section 4 might be invoked, the members present at such meeting, in person or by proxy, may by majority vote call a further meeting of the members for the same purpose. Fifteen (15) days' notice of the time, place and purpose of such further meeting shall be given by advertisement inserted in a newspaper published in the county in which is located the principal office of the Association. At such further meeting, the members present, in person or by proxy, shall constitute a quorum and by majority vote of those present (unless a different percentage shall be required for any specific action in the Declaration, Articles of Incorporation or these By-Laws), in person or by proxy, may approve or authorize the proposed action and take any action which might have been taken at the original meeting if a sufficient number of members had been present; and the notice of such further meeting shall so state.

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

Section 6. Votes. Except as provided in the Declaration or the Articles of Incorporation, the votes of the Class A and Class B members shall be combined, and all decisions shall be made by majority of the total votes cast, whether in person or by proxy.

## ARTICLE X

### OFFICERS AND THEIR DUTIES

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

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

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

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

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

Section 6. Vacancies. A vacancy in any office may be filled in the manner prescribed for regular election. The officer elected to such vacancy shall serve for the remainder of the term of the officer he replaces.

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

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

### President

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

### Vice-President

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

### Secretary

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

### Treasurer

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

## ARTICLE XI

### BOOKS AND RECORDS

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



## ARTICLE XII

### CORPORATE SEAL

The seal of the Association shall be circular in form with the name of the Association and "Maryland" inscribed around the outer edge, and in the center shall be inscribed "Incorporated 19 ".

## ARTICLE XIII

### AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of members present (in person or by proxy) and voting, except that while there is a Class B member and if any lot is security for a mortgage or deed of trust insured by the Federal Housing Administration (F.H.A.) or the Veterans Administration (V.A.), the F.H.A. and/or the V.A., as the case may be, shall have the right to veto amendments.

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

## ARTICLE XIV

### MISCELLANEOUS

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

DECLARATION

OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, made this 21<sup>st</sup> day of May, 1981 by ANNAPOLIS ROADS LIMITED PARTNERSHIP, a Maryland limited partnership (hereinafter referred to as "Declarant"), party of the first part, and RIGGS NATIONAL BANK OF WASHINGTON, D.C., a District of Columbia corporation and HOUSING CAPITAL CORPORATION, A District of Columbia corporation, parties of the second part.

WHEREAS, title to the property described on Exhibit "A" attached hereto and made a part hereof is vested in the Declarant, said property being situate and lying in the City of Annapolis, Anne Arundel County, State of Maryland and hereinafter referred to as the "Premises".

WHEREAS, Riggs National Bank of Washington, D.C. is the holder of two Deeds of Trust, each dated March 19, 1980, on portions of the Premises and the Remaining Property (hereinafter defined) which Deeds of Trust are recorded among the Land Records of Anne Arundel County at Liber W.G.L. 3295, folio 518 and Liber 3299, folio 294, and said Riggs National Bank of Washington, D.C. joins in this agreement solely for the purpose of consenting to and subordinating the lien of said deeds of trust to the covenants, agreements and restrictions hereinafter set forth and for that purpose only, fully retaining the lien of said deeds of trust on the property described in said deeds of trust; and

WHEREAS, Housing Capital Corporation is the holder of a Deed of Trust dated March 4, 1980, on portions of the Premises and the Remaining Property which Deed of Trust is recorded among the Land Records of Anne Arundel County at Liber W.G.L. 3295, folio 541, and said Housing Capital Corporation joins in this Agreement solely for the purpose of consenting to and subordinating the lien of said deed of trust to the covenants, agreements and restrictions hereinafter set forth and for that purpose only, fully retaining the lien of said deed of trust on the property described in said deed of trust; and

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WHEREAS, said Premises has been, or will be, subdivided or resubdivided for building purposes, with the object of creating a residential neighborhood; and

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WHEREAS, for the purpose of creating said residential neighborhood, this Declaration is being entered into by the parties for the purpose of imposing on the aforesaid described properties covenants, agreements and restrictions hereinafter set forth.

NOW, THEREFORE, the Declarant, Riggs National Bank of Washington, D.C. and Housing Capital Corporation hereby declare that the Premises shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value, appearance and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described property or any part thereof, their heirs, administrators, successors and assigns, and shall inure to the benefit of each owner thereof.

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ARTICLE IDefinitions

As used in this Declaration, the following terms shall have the meanings herein ascribed thereto, except to the extent otherwise expressly provided, or otherwise resulting from necessary implication. The terms herein defined are:

Section 1. Association. "Association" shall mean and refer to Annapolis Roads West Community Association, Inc., a Maryland non-profit corporation, its successors and assigns.

Section 2. Record Owner. "Record Owner" or "Owner" shall mean and refer to and include the person, firm, corporation, trustee, or legal entity, or the combination thereof, including contract sellers, holding record title to a lot, either in his, her, or its own name, or as joint tenants, tenants in common, tenants by the entirety, or tenancy in co-partnership, if the lot is held in such real property tenancy or partnership relationship. If more than one person, firm, corporation, trustee, or other legal entity hold the record title to any one lot, whether in a real property tenancy, partnership relationship, or otherwise, all of same, as a unit, and not otherwise, shall be deemed a single Record Owner and shall be or become a single member of the Association by virtue of ownership of such lot. The term "Record Owner", however, shall not mean, refer to or include any contract purchaser, nor the owner of any redeemable ground rent issuing out of any lot, nor shall it include any mortgagee named in any mortgage covering any lot designed solely for the purpose of securing performance of an obligation or payment of a debt.

Section 3. Mortgage and Mortgagee. "Mortgage" shall mean and refer to and include a mortgage, deed of trust or other conveyance in the nature of a mortgage; and "Mortgagee" shall mean and refer to and include the grantee named in a mortgage or other conveyance in the nature of a mortgage, the beneficiary or creditor secured by any deed of trust, and the heirs, personal representatives, successors and assigns of such grantee, beneficiary or creditor.

Section 4. Property. "Property" shall mean and refer to and include the Premises, together with the buildings and improvements thereupon erected, made or being, and all and every rights to the alleys, ways, waters, privileges, appurtenances and advantages to the same belonging, or anywise appertaining, and such additions to such land, buildings, improvements, appurtenances and advantages as may hereafter be brought within the jurisdiction of the Association.

Section 5. Common Areas. "Common Areas" shall mean and refer to and include all real property (including the improvements thereto and easements therefor) owned by the Association for the common use and enjoyment of the Record Owners, including particularly, but not by way of limitation, all roads, walkways and recreational areas, storm water drainage and other facilities and installations in, on, under or over any land or easement area. The Common Areas to be owned by the Association are described Exhibit "B" attached hereto and made a part hereof.

Section 6. Lot or Lots. "Lot" or "lots" shall mean and refer to and include one or more of the numbered subdivided parcels shown on the Plat of Annapolis Roads West, with the

exception of the Common Areas, as herein defined, and one or more of the lots shown on any recorded subdivision plat of all or any portion of the Remaining Property brought within the jurisdiction of the Association, with the exception of Common Areas therein.

Section 7. Plat of Annapolis Roads West. "Plat of Annapolis Roads West" shall mean and refer to and include the plat entitled, "Annapolis Roads West, Section One", prepared by Nealon & Davis, dated September, 1979, and recorded among the Land Records of Anne Arundel County, Maryland, in Plat Book W.G.L. 75, folios 19 and 20.

Section 8. Remaining Property. "Remaining Property" shall mean and refer to and include all the land and premises described on Exhibit "C" attached hereto and made a part hereof.

Section 9. Plot or Plots. "Plot" or "plots" shall mean and refer to and include one or more of the lots shown on any recorded subdivision plat of all or any part of the Remaining Property, or on any other property annexed pursuant to Article VIII hereof, not including any lot or lots encompassed by the definition of such terms contained in Paragraph 6 of this Article I.

Section 10. "Declarant" shall mean and refer to Annapolis Roads Limited Partnership, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

## ARTICLE II

### Property Rights

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

(a) The right of the Association to levy annual and special assessments and to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area.

(b) The right of the Association to suspend the voting rights and right to use the recreational facilities, if any, of a member for any period during which any assessment against his Lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of this Declaration or the Association's By-Laws or its published rules and regulations. Assessments shall continue during any suspension period.

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public authority, agency, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an appropriate instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer shall have been recorded.

(d) The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving or increasing the Common Area and in aid thereof with the assent of two-thirds (2/3) of each class of members voting in

person or by proxy, to mortgage said Common Area. Such mortgage shall be subordinate to the members' rights as provided hereinafter. In the event of a default upon any such mortgage, the Lender's rights hereunder shall be limited to a right, after taking possession of such area, to charge admission and other fees as a condition to continued enjoyment by the members, and if necessary, to open the enjoyment of such area to a wider public until the mortgage debt is satisfied, whereupon the possession of such area shall be returned to the Association and all rights of the members hereunder shall be fully restored; provided, that, under no circumstances, shall the rights of the members of ingress, egress, utilities and parking be affected.

(e) The right of the Association to take such steps reasonably necessary to protect the Common Area against an attempted foreclosure.

(f) The right of the Association to establish uniform rules and regulations pertaining to the use of the Common Area and the facilities thereon.

(g) The right of the Declarant (and its sales agents, representatives and invitees) to the non-exclusive use of the Common Area for office, construction, display, sales and exhibit purposes, which right the Declarant hereby reserves; provided, however, that the aforesaid right of the Declarant shall terminate with respect to Common Areas upon the sale and settlement of all the Lots within the Property or if land is annexed to the Property by the filing of one or more Supplemental Declarations, upon the sale and settlement of all the Lots within the annexed land.

Section 2. Delegation of Use. Any member may delegate his right of enjoyment to the Common Area and facilities to the members of his family, and to his guests, subject to such rules and regulations as the Board of Directors may from time to time adopt; provided, however, that there shall be no abrogation of the duty of any member to pay assessments as provided in Article V of this Declaration.

Section 3. Title to Common Area. Title to the Common Areas shall be conveyed to the Association free and clear of all liens and encumbrances no later than the date that the last lot in the Premises and the Remaining Property is conveyed to a purchaser.

### ARTICLE III

#### Membership and Voting Rights

Section 1. Members. Every Owner of a Lot, shall be a member of the Association as designated in Section 2 of this Article III. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. Membership Classes and Voting Rights. The Association shall have two classes of voting membership.

Class A. Class A members shall be all Record Owners (except the Declarant during such time as there shall be a Class B membership) of Lots which are subject to assessment by the Association under the terms of this Declaration, and shall be entitled to one vote for each such Lot so owned. When more than one person holds an interest in any Lot, all such persons shall

be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member shall be the Declarant, its successors and assigns, if such successors or assigns should acquire two (2) or more undeveloped Lots from the Declarant for the purpose of development, and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership upon the earlier to occur of the following two dates:

(a) The date on which the title to the Common Area is conveyed to the Association; or

(b) January 1, 1992.

#### ARTICLE IV

##### Maintenance

Section 1. Common Areas. The Association shall be responsible for the care and maintenance of the Common Areas, including both interiors and exteriors of the structures erected thereon; and shall also be responsible for the care, maintenance and replacement of property, including utilities in the Common Areas and/or which serve more than one Lot and including rights-of-way dedicated to an appropriate governmental or quasi-governmental group or utility company where such group or company has not agreed to care for and maintain said property. The responsibility of the Association shall commence at such time as the first Lot is conveyed to a purchaser. At that time, the Association shall assume control of the common areas whether or not title has passed.

Section 2. Individual Lots. Unless otherwise provided herein, or on the Plat of Annapolis Roads West, the Owner of each Lot shall be responsible for the care, maintenance and repair of his Lot, the premises and all improvements situate thereon, therein and thereunder.

In the event that any Owner shall fail to maintain any Lot or the premises and the improvements situate thereon in a manner satisfactory to the Board of Directors of the Association, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees to enter upon said Lot and to repair, maintain and/or restore the Lot, the premises and any improvements erected thereon. Such right of entry and repair shall be exercisable only upon fifteen (15) days prior written notice given to the Owner thereof, unless, in the discretion of the Board, a genuine emergency necessitates a shorter period of time. The costs of any such repairs, maintenance and/or restoration shall be added to and become part of the lien for assessment to which such Lot and Lot Owner is subject. Enforcement of the right to recover these assessments may be had pursuant to Article V, Section 8, hereof.

#### ARTICLE V

##### Covenant for Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessment. The Declarant, for each Lot owned within the Property, upon which a single family residential dwelling or

similar building (whether attached or detached) has been completed, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association (i) annual assessments and charges, and (ii) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. If a delinquency occurs in the payment of annual and/or special assessments, which delinquency is not cured within thirty (30) days after the due date, said assessment(s), together with interest at the rate of eight per cent (8%) per annum, plus costs and reasonable attorney's fees, 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, costs 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 fell due. The personal obligation for delinquent assessments shall not pass to his successors in title, unless expressly assumed by them by written agreement. Nothing herein contained shall be construed to affect the validity of the lien or the remedies available to the Association as set forth in Sections 8 and 9 hereof.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Property, for the improvement and maintenance of the Common Area, for maintenance, repair and/or replacement of utilities in the Common Area and/or which serve more than one Lot, and for such reserves and for such purposes as shall be determined by the Association.

Section 3. Maximum Annual Assessments.

(a) Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be One Hundred Twenty Dollars (\$120.00) per Lot, payable monthly in installments of Ten Dollars (\$10.00) per month.

(b) From and after January 1 of the year immediately following conveyance of the first Lot to an Owner, by vote of the Board of Directors, the maximum annual assessments may be increased each year above the maximum assessments for the previous year by not more than the percentage of increase in the cost of living as established in the Consumer Price Index or similar Index as reported by the Department of Commerce.

(c) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessments may be increased above the percentage of increase in the cost of living as established in the Consumer Price Index or similar Index aforesaid, by a vote of two-thirds (2/3) of members who are voting in person or by proxy, at a meeting duly called for this purpose, as provided in Article V, Section 5, herein.

(d) The Board of Directors may fix the annual assessments at an amount not in excess of the maximums as hereinbefore set forth.

(e) Notwithstanding anything contained in this Declaration to the contrary, the Declarant shall be obligated to pay for the lots which it owns, only twenty-five per cent (25%) of the established annual or special assessment. For example, if

the Assessment for Lots in a particular year is \$10.00 per month, Declarant shall pay \$2.50 per month for each Lot which it owns.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to any one year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Property, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of each class of members who are voting in person or by proxy at a meeting duly called for this purpose as provided in Article V, Section 5, herein.

Section 5. Notice for Any Action Authorized Under Sections 3 and 4. Written Notice of any meeting called, in accordance with the By-Laws of the Association, for the purpose of taking any action authorized under Sections 3 and 4 of this Article V shall be sent to all members not less than thirty (30) nor more than sixty (60) days in advance of the meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate within each class of membership.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein with respect to the Property described in Exhibit A shall commence as to all members on the first day of the month following the conveyance of the first Lot in the Property to a Class A member. The annual assessments provided for herein in respect to any land which may be annexed to the Property, as set forth in Article VIII hereof, shall commence as to the Lots on such land on the first day of the month following the conveyance of the first Lot in said annexed land to a Class A member. Notwithstanding anything hereinabove contained, however, the Declarant shall have no obligation to pay any assessment of any kind for Lots which it owns until such time as a certificate of occupancy shall have been issued for any improvements located on such Lot. The first annual assessment as to a Lot shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each member at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The failure of the Board of Directors to act within the times specified shall not, however, relieve any Owner of his obligation to pay assessments hereunder. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an Officer of the Association setting forth that the assessments on a specified Lot have been paid and any such properly executed certificate shall be binding upon the Association.

Section 8. Effect of Non-Payment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eight per cent (8%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, and/or the Association may foreclose the lien against the Lot. The lien may be enforced and foreclosed by the Association in the same manner and subject to the same requirements, as the foreclosure of mortgages or deeds of trust on real property in Maryland containing a power of sale, or an assent to



a decree. Suit for any deficiency following foreclosure may be maintained in the same proceeding and suit to recover a money judgment for unpaid charges may be maintained without waiving the lien during the same period. No action may be brought to foreclose the lien except after twenty (20) days written notice to the current owner of the Lot given by registered mail, return receipt requested. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Taxes and First Mortgage. The lien of the assessments provided for herein shall be subordinate to the lien for taxes imposed by any lawful authority and to the lien of any first mortgage. Sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

#### ARTICLE VI

##### Environmental Protection

No building, fence, wall or other structure shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted in duplicate to the Board of Directors of the Association and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after receipt of said plans and specifications, approval will not be required and this Article will be deemed to have been fully complied with. Nothing in this Article VI shall be construed to permit any review of architectural and building decisions made by the Declarant with respect to any Lot. In carrying out the provisions of this Article VI, Article VII, Article VIII or any other Article of this Declaration and of any of the rules and regulations adopted and promulgated pursuant to the provisions thereof, the Board of Directors and/or the Declarant during the period of development, or their respective agents, employees, successors and assigns, may come upon any Lot during reasonable hours for the purpose of enforcing and administering those provisions or rules and regulations. No one entering any such Lot for these purposes shall be deemed to have committed a trespass or wrongful or illegal act by reason of any such entry or inspection. Wherever any approval of the Board of Directors is required under the terms of this Declaration, such approval must be in writing.

#### ARTICLE VII

##### Restrictions on Use

The following shall be restrictions on the use of the Lots and the Common Area which shall run with and bind the land:

(a) None of the Lots shall be used for any purpose other than for residential use, unless permitted by Zoning Regulations and other applicable laws. No profession or home industry shall be conducted in or on any part of a Lot or in any improvement on the Property unless permitted by Zoning Regulations and other

applicable laws; provided, however, that the Declarant may use any part of the Property for development, construction, sales and marketing of the improvements and other facilities which it intends to install or erect on the Property, and for any incidental use in connection therewith.

(b) No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may become a nuisance to the neighbors.

(c) Roof top television and other antennas shall not be permitted except with the prior written approval of the Board of Directors, which approval shall be given only when it determines that reasonably good television reception cannot be obtained without such an antenna.

No amateur radio transmission antenna shall be constructed anywhere on the Property.

(d) No junk vehicle or vehicle on which current registration plates are not displayed, truck, camp truck, van or the like shall be kept upon the Property, nor shall the repair or ordinary maintenance of automobiles or other vehicles be carried out on the Property without prior written approval of the Board of Directors, except that small trucks and vans, weighing not more than three-quarters (3/4) of a ton, may be parked on any lot.

(e) No structure of a temporary character, tent, trailer, garage shed or other out building shall be permitted on the Property except small tool sheds which shall be permitted only with the prior written approval of the Board of Directors.

(f) No sign of any kind other than those of the Declarant, a builder or their designated agent, shall be displayed to the public view on any Lot, except that one sign of not more than four (4) square feet advertising the Lot for sale or rent will be permitted.

(g) The maintenance, keeping, breeding, boarding and/or raising of animals, livestock or poultry of any kind, regardless of number, shall be and is hereby prohibited except that this shall not prohibit the keeping of a maximum of two (2) dogs and/or cats as domestic pets, provided that they are not kept or maintained for commercial purposes or for breeding. Pets shall not be permitted on the Common Areas unless accompanied by the owner, and unless they are leashed. Any Owner who keeps or maintains any pet shall be deemed to have indemnified and agreed to hold harmless the Association, each of the Owners and the Declarant from any loss, claim or liability of any kind or character whatsoever arising by reason of keeping or maintaining such pet. All pets shall be registered with the Board of Directors, and shall otherwise be registered and inoculated as required by law. The Board of Directors shall have the right to order any person whose pet is a nuisance to remove such pet from the Property, and the Board of Directors will have the exclusive authority to declare any pet a nuisance.

(h) No lumber, materials, bulk materials, refuse or trash shall be kept, stored or allowed to accumulate on any Lot except building materials during the course of construction, maintenance or repair by the Declarant. Trash, garbage or other waste shall not be kept except in sanitary containers and such shall not be visible from the streets. All containers or other equipment for the storage or disposal of such materials shall be kept in a

(i) No water pipe, gas pipe, sewer pipe or drainage pipe shall be installed or maintained on any Lot above the surface of the ground. Easements through and over Lots reserved for sewers, drainage and utility installations, and maintenance for such purposes and uses shall be shown on the development plans and/or any subdivision plats for the Property. Within these easements, no structure, planting or material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The Declarant its agents, successors and assigns, shall have the right to enter upon all parts of the easement area of each Lot for any of the purposes for which said easements and rights-of-way are reserved. The Declarant shall also have the right at the time of, or after, grading any street, driveway or parking area, or any part thereof, to enter upon any abutting Lot and grade the portion of such Lot adjacent to such street, driveway or parking area, but there shall be no obligation on the Declarant to do such grading, unless otherwise properly required to do so by an appropriate government authority. The Declarant shall further have the right to establish contiguous five (5) foot drainage easements on any two adjacent lots if it is deemed necessary in the sole discretion of the Declarant.

(j) All Common Areas may be used for, and only for, parks and recreational purposes, parking, trash storage and collection, ingress and egress, and for utilities, including, but not limited to, storm water and sanitary sewers, telephone, water, gas, electricity and cable T.V., and for such other purposes authorized by the Association or its Board of Directors, subject to the provisions of this Declaration and other matters of public record.

(k) The rights and duties with respect to sanitary and water, cable T.V., electricity, gas and telephone lines and facilities shall be governed by the following:

(i) Whenever water, sanitary sewer, electricity, gas, cable T.V. or telephone connections, lines, cables or any portion thereof, are or have been installed within the Property, 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 Property in which said installations lie, to repair, replace and generally maintain said installations.

(ii) The right granted in subparagraph (i) above shall be only to the extent necessary to entitle the Owner or the Association serviced by said installation to its full 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.

(iii) In the event of a dispute between Owners with respect to the repair or rebuilding of said installations, or with respect to sharing of the cost thereof, upon written request of one of such Owners addressed to the Association, the matter shall be submitted to its Board of Directors who shall decide the dispute, and the decision of the Board shall be final and conclusive on the parties.

(l) Easements over the Property for the installation and maintenance of electric, telephone, cable T.V., water, gas, drainage and sanitary sewer lines and facilities and the like are hereby reserved by the Declarant, together with the right to grant and transfer the same during such time that the Declarant holds title to the Property or any portion of the Remaining Property. The Declarant also reserves the right to enter upon the Common Areas and Lots for the purpose of completing the improvements thereon, and for the further purpose of carrying out any obligations which it may have, or assume, with respect to the curing of any defects in workmanship or materials in the Property or the improvements thereon or to correct any condition which adversely affects the Property or any portion thereof.

(m) Nothing contained in this Article VII shall construed to limit in any way the rights and powers of the Board of Directors to approve or disapprove of the erection of buildings, fences, walls or other structures or of changes or alterations to the Property, as more fully provided in Article VI hereof.

(n) Nothing contained in this Declaration shall be construed to in any way limit the right of the Declarant to use any Lot owned by the Declarant for the purposes of a construction office, sales office, executive and/or management office and/or for model and display purposes.

(o) No fence or wall shall be erected, placed, altered or maintained on any Lot nearer to the street than the rear of the dwelling erected on the Lot. No fence or wall shall be erected except in compliance with Article VI hereof, and, when erected, shall not exceed forty-two (42) inches in height unless otherwise approved by the Board of Directors and in no event shall exceed sixty (60) inches in height, and shall not interfere with underground or surface utility or draining structures, pipes or ditches. The restrictions contained in this Paragraph (o) shall not apply to retaining walls required by topography, which retaining walls, however, shall require the written consent of the Board of Directors of the Association or its designated committee, as provided in Article VI hereof.

#### ARTICLE VIII

##### Annexation

Additional land including that within the Remaining Property may be annexed by the Declarant, its successors and assigns, without the consent of members within ten (10) years from the date of the recording of this Declaration. The Declarant shall have no obligation to annex any of such land, nor shall any of such land be subject to any of the terms, covenants and conditions of this Declaration unless and until the Declarant, or its successor in interest execute an instrument specifically subjecting such land to the terms of this Declaration. Land may be annexed after the execution of the said ten (10) year period only upon the approval of two-thirds (2/3) of the Class A and Class B members voting in person or by proxy at the meeting at which such approval is sought. The annexation authorized hereunder shall be made by filing of record, an amendment to the Declaration of Covenants, Conditions and Restrictions with respect to the additional land, which shall extend the scheme of the covenants, conditions and restrictions of this Declaration to such land, which land shall thereupon become part of the Property. Upon the filing of any amendment, Owners of Lots situated on the annexed land shall be subject to the same obligations and entitled to the same privileges, as applied to the Owners of Lots in the initial Property.

ARTICLE IXCross Easements

The Declarant reserves the right to subject the Common Areas to easements for the benefit of the Declarant and any person, firm, corporation, trustee, or other legal entity having any interest in the Remaining Property, or any part thereof, or other land annexed pursuant to Article VIII hereof, their respective heirs, personal representatives, successors and assigns, in common with the Association to:

(a) Use all roads and walkways now or hereafter installed on the aforesaid Common Areas, for access to and from any public road and enter upon such roads and walkways for the purpose of repairing or maintaining the same.

(b) Lay, install, construct, place and maintain on, over, or under the aforesaid Common Areas, or any portion thereof, pipes, mains, conduits, drains, lines and other facilities for water, storm sewer, sanitary sewer, gas, electric, telephone and other public utilities to provide adequate utility service to any plot or lot now or hereafter laid out or established, and enter upon said Common Areas for such purposes and for the purpose of making openings and excavations therein.

(c) Use and enjoy all utility installations within the aforesaid Common Areas including the right to:

(i) Use all water pipes, lines, mains, water facilities and installations constructed, placed, installed or maintained in, on, under or through said Common Areas with the right to take water from such pipes, lines, mains, facilities and installations for domestic use only in or about the dwellings erected on any lot or plot upon payment for such water at the rates charged by the agency or public utility supplying such water.

(ii) Use all sanitary sewer lines, mains, facilities and installations constructed, placed, installed or maintained in, on, under or through said Common Areas, with the right to discharge into and through said lines, mains, facilities and installations, sewage from dwellings erected on any lot or plot; and

(iii) Use all storm water sewers, drains, pipes, lines, mains and other facilities and installations constructed, placed, installed or maintained in, on, under or through said Common Areas, with the right to discharge and drain into and through said sewers, drains, pipes, lines mains and other drainage facilities and installations.

ARTICLE XElection By Certain Owners

Anything contained in this Declaration to the contrary

notwithstanding any Owner of a Lot in Annapolis Roads West, Section One shall not be deemed to be members of the Association unless and until such Owner elects to become a member of the Association by filing a declaration in the Land Records of Anne Arundel County making such election. Until such election is made by an Owner pursuant to this Article, such Owners in Section One shall not have the privilege of using the Common Area, nor shall such Owner be obligated to pay the fees for the maintenance of said Common Area. Accordingly, the rights, privileges and obligations relating to the use of the Common Area and the assessments for maintenance thereof set forth in Article II, Article III, Article IV, Section One and Article V shall not be applicable to the Owners of Lots in said Section One.

The election of an Owner to become a member of the Association shall be irrevocable and shall be binding on the Owner, and his successors and assigns so long as the Declaration is in force. Nothing contained in this Article X shall relieve any Owner or any Lot from the covenants contained in the Declaration except those specifically excluded by this Article X.

#### ARTICLE XI

##### General Provisions

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

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

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. The Declaration may be amended during the first twenty (20) year period by an instrument signed by the Declarant, if the Declarant owns any Lot, and by not less than ninety per cent (90%) of the other Record Owners, and thereafter by an instrument signed by the Declarant, if the Declarant owns any Lot, and by not less than seventy-five per cent (75%) of the other Lot Owners. Any amendment must be recorded and takes effect immediately upon recordation.

Section 4. Federal Housing Administration and Veterans Administration Approval. As long as there is a Class B member and if any Lot is security for a mortgage or deed of trust insured by the FHA or VA, the following actions will require the prior approval of the FHA and/or VA, as the case may be: dedication of Common Area to the Public; and amendment of this Declaration of Covenants, Conditions and Restrictions, except by the filing of a Supplemental Declaration of Covenants, Conditions and Restrictions as set forth in Article VII (governed by the provisions of that Article) if development of the land described in the Supplemental Declaration is to take place in accordance with any plans which may have previously been approved by the FHA or VA.

Section 5. Conflicts. In the case of any conflict between this Declaration, the Articles of Incorporation and the By-Laws of the Association, the Declaration shall control.

ARTICLE XII

Additional Rights of Declarant

In view of the fact that the construction of the Declarant's development is one which will take the Declarant several years to complete, the Declarant, in addition to all rights reserved to it under this Declaration, and notwithstanding any other provision of the Declaration specifically reserves the right to use any and all portions of the Property, including Common Area, which may have previously been conveyed to the Association for all reasonable purposes necessary or appropriate to the full and final completion of construction of the Annapolis Roads West development. Specifically, none of the provisions concerning architectural review shall in any way apply to any aspect of the Declarant's activities or construction, and notwithstanding any provisions of this Declaration, none of the aforesaid construction activities or any other activities associated with construction, sales management or administration of the Annapolis Roads West development shall be deemed noxious, offensive or a nuisance. The Declarant reserves the right to store material, construction debris and trash during the construction period on the Property without keeping same in containers. The Declarant will take reasonable steps to avoid unduly interfering with the beneficial use of the Lots.

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

WITNESS:

ANNAPOLIS ROADS LIMITED PARTNERSHIP

Mattie

By: Robert S. Mattie (SEAL)  
Robert S. Mattie, General Partner

and

ATTEST:

By: ANNAPOLIS ROADS DEVELOPMENT CO., INC.

Mattie

by: Robert S. Mattie (SEAL)  
Robert S. Mattie, President  
General Partner

ATTEST:

RIGGS NATIONAL BANK OF WASHINGTON, D.C.

Daniel G. ...

By: [Signature] (SEAL)  
Vice President

ATTEST:

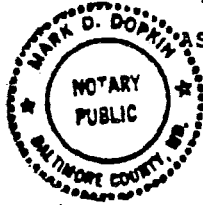
HOUSING CAPITAL CORPORATION

Doris S. ...  
ASSISTANT SECRETARY

By: Doris S. ... (SEAL)  
GENERAL VICE PRESIDENT

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 11th day of May, 1981, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared ROBERT S. MATTIE, individually and as President of Annapolis Roads Development Co., Inc., known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged the foregoing instrument to be his act and the act of said corporation as General Partners of this Declarant and further acknowledged that he executed the same for the purposes therein contained.



AS WITNESS my hand and Notarial Seal.

Mark D. Dopkin  
Notary Public

My Commission Expires July 1, 1982

DISTRICT OF COLUMBIA, TO WIT:

I HEREBY CERTIFY that on this 21<sup>st</sup> day of May, 1981, before me, the subscriber, a Notary Public of the State of District of Col Maryland, personally appeared ~~James L. Thumle~~, the Vice-President of Riggs National Bank of Washington, D.C. who made oath in due form of law that he is authorized to execute the foregoing instrument on behalf of Riggs National Bank of Washington, D.C. for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

Virginia S. Underwood  
Notary Public

My Commission Expires: 9-30-85

DISTRICT OF COLUMBIA, TO WIT:

I HEREBY CERTIFY that on this 21<sup>st</sup> day of May, 1981, before me, the subscriber, a Notary Public of the State of District of Col Maryland, personally appeared ~~David L. Smith~~, the <sup>President</sup> President of Housing Capital Corporation who made oath in due form of law that he is authorized to execute the foregoing instrument on behalf of Housing Capital Corporation for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

Irene F. Bush  
Notary Public

My Commission Expires: 6/17/85



FIRST AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS

This FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS made this 11<sup>th</sup> day of August, 1983 by BAY RIDGE LIMITED PARTNERSHIP (formerly known as Annapolis Roads Limited Partnership), a Maryland limited partnership (hereinafter referred to as the "Declarant"), party of the first part, and THE RIGGS NATIONAL BANK OF WASHINGTON, D. C., a District of Columbia corporation and HOUSING CAPITAL CORPORATION, a District of Columbia corporation, parties of the second part.

WHEREAS, the parties hereto entered into a Declaration of Covenants, Conditions and Restrictions dated May 21, 1981 and recorded on June 4, 1981 in the Land Records of Anne Arundel County at Liber W.G.L. 3412, folio 152 (hereinafter referred to as the "Declaration"); and

WHEREAS, the Declarant, pursuant to Article VIII of the Declaration, desires to annex a portion of the Remaining Property (as defined therein.)

NOW, THEREFORE, the Declarant does hereby amend the Declaration as follows:

1. The Declarant hereby declares that Lot 1-A through 22-B, inclusive, (being 44 lots in all) as shown on the plat entitled "Plat 2 of 3 Annapolis Roads West, Section Two" prepared by Dewberry & Davis, dated April 30, 1981 and recorded in the Plat Records of Anne Arundel County at Liber W.G.L. 80, folio 37, Plat No. 4212, shall be held, sold and conveyed subject to the easements, restrictions, covenants and conditions as set forth in the Declaration and shall be included in the definition of the term "Property" as that term is defined in Article I, Section 4 of the Declaration.

2. Article I, Section 6 is hereby amended to include Lots 1-A through 22-A, inclusive, as shown on the "Plat of Annapolis Roads West, Section Two" (as herein defined).

2000

3. The following is hereby added as Article I, Section 11:

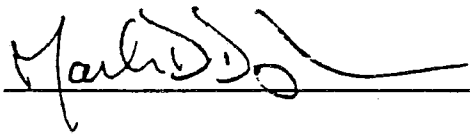
"Section 11. Plat of Annapolis Roads West, Section Two - "Plat of Annapolis Roads West, Section Two" shall mean and refer to and include the plat entitled "Plat 2 of 3 Annapolis Roads West, Section Two" prepared by Dewberry & Davis, dated April 30, 1981 and recorded among the Plat Records of Anne Arundel County at Liber W.G.L. 80, folio 37, Plat 4212."

4. The Riggs National Bank of Washington, D. C. and Housing Capital Corporation each join in this agreement solely for the purpose of consenting to and subordinating the liens of any and all deeds of trust held by each of them to the covenants, agreements and restrictions in the Declaration and as herein set forth and for that purpose only, fully retaining the liens of said deeds of trust on the property described in said deeds of trust.

5. Except as hereby amended, all of the provisions of the Declaration as amended shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Declaration to be executed on the day and year first above written.

ATTEST:

  
\_\_\_\_\_

BAY RIDGE LIMITED PARTNERSHIP

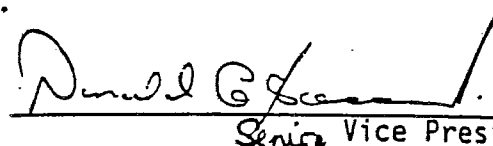
BY: NEWLIFE PROPERTIES, INC.

BY:  (SEAL)  
President

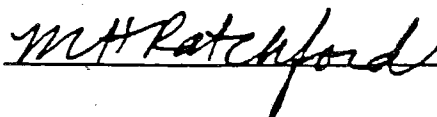
ATTEST:

  
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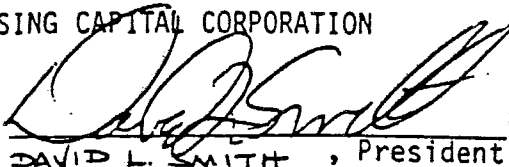
THE RIGGS NATIONAL BANK OF WASHINGTON, INC.

BY:  (SEAL)  
Senior Vice President

ATTEST:

  
\_\_\_\_\_

HOUSING CAPITAL CORPORATION

BY:  (SEAL)  
DAVID L. SMITH, President

STATE OF MARYLAND, CITY/COUNTY OF BALTIMORE

TO WIT:

I HEREBY CERTIFY that on this 11<sup>th</sup> day of August, 1983, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared Alan J. BERMAN, President Newlife Properties, Inc. General Partner of BAY RIDGE LIMITED PARTNERSHIP known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the foregoing instrument on behalf of said corporation as General Partner of the Declarant and further acknowledged that he executed the same for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

*Paul D. [Signature]*  
Notary Public

My Commission expires: July 1, 1986

DISTRICT OF COLUMBIA,

to wit:

I HEREBY CERTIFY that on this 16<sup>th</sup> day of August, 1983, before me, the subscriber, a Notary Public of the District of Columbia, personally appeared Donald A. Sacardi, Sr., a Vice President of The Riggs National Bank of Washington, D. C. who made oath in due form of law that he is authorized to execute the foregoing instrument on behalf of The Riggs National Bank of Washington, D. C. for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

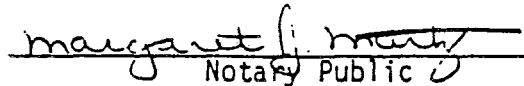
*Sharon M. Grayson*  
Notary Public

My Commission expires: Jan. 31, 1987

DISTRICT OF COLUMBIA, TO WIT:

I HEREBY CERTIFY that on this 22<sup>nd</sup> day of AUGUST, 1983, before me, the subscriber, a Notary Public of the District of Columbia, personally appeared DAVID L. SMITH, the President of Housing Capital Corporation who made oath in due form of law that he is authorized to execute the foregoing instrument on behalf of Housing Capital Corporation for the purpose therein contained.

AS WITNESS my hand and Notarial Seal.

  
Notary Public

My Commission expires:

My Commission Expires July 14, 1986

SECOND AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS

X -

This SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS made this 15<sup>th</sup> day of February, 1984 by BAY RIDGE LIMITED PARTNERSHIP (formerly known as Annapolis Roads Limited Partnership), a Maryland limited partnership (hereinafter referred to as the ("Declarant")), party of the first part, and THE RIGGS NATIONAL BANK OF WASHINGTON, D. C., a District of Columbia corporation and HOUSING CAPITAL CORPORATION, a District of Columbia corporation, parties of the second part.

WHEREAS, the parties hereto entered into a Declaration of Covenants, Conditions and Restrictions dated May 21, 1981 and recorded on June 4, 1981 in the Land Records of Anne Arundel County at Liber W.G.L. 3412, folio 152 and a First Amendment dated August 11, 1983 and recorded on October 5, 1983 among the aforesaid Land Records at Liber E.A.C. 3644, folio 68 (hereinafter collectively referred to as the "Declaration"); and

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CLAUDE COLLISON

WHEREAS, the Declarant desires to amend Article II, Section 3 of the Declaration.

NOW, THEREFORE, the Declarant does hereby amend the Declaration as follows:

1. Article II, Section 3 is hereby deleted and the following inserted in lieu thereof:

"Section 3. Title to Common Area. Title to the common area shall be conveyed to the Association free and clear of all liens and encumbrances no later than the date that the Two Hundredth (200th) lot in the Remaining Property is conveyed to a purchaser or December 31, 1987, whichever shall first occur."

24/10

2. The Riggs National Bank of Washington, D. C. and Housing Capital Corporation each join in this Agreement solely for the purpose of consenting to and subordinating the liens of any and all deeds of trust held by each of them to the covenants, agreements and restrictions in the Declaration and as herein set forth and for that purpose only, fully retaining the liens of said deeds of trust on the property described in said deeds of trust.

3. Except as hereby amended, all of the provisions of the Declaration as amended shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Declaration to be executed on the day and year first above written.

ATTEST:

BAY RIDGE LIMITED PARTNERSHIP

BY: NEULIFE PROPERTIES, INC.

David L. Cal

BY: Alan J. Berman (SEAL)  
Alan J. Berman, President

ATTEST:

THE RIGGS NATIONAL BANK OF WASHINGTON, INC.

mm mardinger

BY: Donald C. [Signature] (SEAL)  
SR, Vice President

ATTEST:

HOUSING CAPITAL CORPORATION

Mitchell [Signature]  
Secretary

BY: David L. Smith (SEAL)  
DAVID L. SMITH, President  
PRESIDENT

STATE OF ~~MARYLAND~~ <sup>VIRGINIA</sup>, CITY/COUNTY OF ~~BALTIMORE~~ <sup>FAIRFAX</sup>

TO WIT:

I HEREBY CERTIFY that on this 6<sup>th</sup> day of February, 1984, before me, the subscriber, a Notary Public of the State of ~~Maryland~~ <sup>VIRGINIA</sup>, personally appeared

Allan J. Berman, President of Newlife Properties, Inc., General Partner of BAY RIDGE LIMITED PARTNERSHIP known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the foregoing instrument on behalf of said corporation as General Partner of the Declarant and further acknowledged that he executed the same for the purposes therein contained.

AS WITNESS, my hand and Notarial Seal.

*Janice J. [Signature]*  
Notary Public  
My Commission expires: ~~July 1, 1986~~ *March 30, 1984*

DISTRICT OF COLUMBIA,

TO WIT:

I HEREBY CERTIFY that on this *8<sup>th</sup>* day of *February*, 1984, before me, the subscriber, a Notary Public of the District of Columbia, personally appeared *Donald A. Saccardi* a Vice President of The Riggs National Bank of Washington, D.C. who made oath in due form of law that he is authorized to execute the foregoing instrument on behalf of The Riggs National Bank of Washington, D. C. for the purposes therein contained.

AS WITNESS, my hand and Notarial Seal.

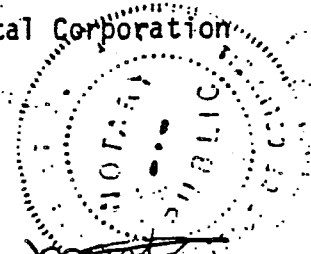
*Sharon M. [Signature]*  
Notary Public  
My Commission expires: ~~January 31, 1987~~ *January 31, 1987*

DISTRICT OF COLUMBIA,

TO WIT:

I HEREBY CERTIFY that on this 15 day of February 1984, before me, the subscriber, a Notary Public of the District of Columbia, personally appeared DAVID L. SMITH, the President of Housing Capital Corporation who made oath in due form of law that he is authorized to execute the foregoing instrument on behalf of Housing Capital Corporation for the purpose therein contained.

AS WITNESS my hand and Notarial Seal.



*Margaret M. [Signature]*  
Notary Public

My Commission expires: [REDACTED]

My Commission Expires July 14, 1986

*Attest to: KARAN, HAYMAN  
GREENBERG Etc.*



ANNAPOLIS ROADS WEST COMMUNITY ASSOCIATION, INC.

3827

ARTICLES OF AMENDMENT

Annapolis Roads West Community Association, Inc., a Maryland corporation, having its principal office in Anne Arundel County, Maryland (hereinafter called the "Corporation"), hereby certifies to the State Department of Assessments and Taxation, that:

FIRST: The Charter of the Corporation is hereby amended by striking out Article SECOND of the Articles of Incorporation and inserting in lieu thereof the following:

"SECOND: The name of the Corporation (hereinafter called the "Association") is MARINER'S POINT COMMUNITY ASSOCIATION, INC."

SECOND: The Amendment to the Charter of the Corporation is evidenced by these Articles of Amendment were duly advised and approved by the Board of Directors of the Corporation at its meeting held on August 12, 1983 in the manner and by the vote required by Section 2-603 of the Corporations and Associations Article of the Annotated Code of Maryland and by the Charter of the Corporation. At the time these Articles of Amendment were adopted no stock of the Corporation was outstanding or subscribed for.

IN WITNESS WHEREOF, these Articles of Amendment have been signed and acknowledged in the name and on behalf of Annapolis Roads West Community Association, Inc. by the authorized officers, and they hereby acknowledge these Articles of Amendment to be the corporate act of Annapolis Roads West Community Association, Inc., and state, under the penalties of perjury, that to the best of their knowledge, information and belief, the matters and facts contained herein are true in all material respects.

ATTEST:

ANNAPOLIS ROADS WEST COMMUNITY ASSOCIATION, INC.

Judith D. Strader  
Asso. Sec.

By: Allan Berman, President (SEAL)

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ANNAPOLIS ROADS WEST COMMUNITY ASSOCIATION, INC.

3827

ARTICLES OF AMENDMENT

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ATTEST:

ANNAPOLIS ROADS WEST COMMUNITY ASSOCIATION, INC.

Judith D. Strader  
Assoc. Sec.

By: Allan Berman, President (SEAL)

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ARTICLES OF AMENDMENT

OF

ANNAPOLIS ROADS WEST COMMUNITY ASSOCIATION, INC.

Changing its name to

MARINER'S POINT COMMUNITY ASSOCIATION, INC.

approved and received for record by the State Department of Assessments and Taxation of Maryland August 12, 1983 at 12:34 o'clock p. M. as in conformity with law and ordered recorded.

Recorded in Liber 2606 folio 3826 one of the Charter Records of the State Department of Assessments and Taxation of Maryland.

Bonus tax paid \$ Recording fee paid \$ 20.00 Special Fee paid \$

To the clerk of the Circuit Court of Anne Arundel County

IT IS HEREBY CERTIFIED, that the within instrument, together with all indorsements thereon, has been received, approved and recorded by the State Department of Assessments and Taxation of Maryland.

AS WITNESS my hand and seal of the said Department at Baltimore.



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BA

ARTICLES OF INCORPORATION  
OF

ANNAPOLIS ROADS WEST COMMUNITY ASSOCIATION, INC.

THIS IS TO CERTIFY:

FIRST: That I, the subscriber, Mark D. Dopkin, whose Post Office address is 10th Floor, Sun Life Building, 20 S. Charles Street, Baltimore, Maryland 21201, being of full legal age, acting as incorporator, do hereby form a corporation pursuant to the General Laws of the State of Maryland.

SECOND: The name of the Corporation (hereinafter called "the Association") is ANNAPOLIS ROADS WEST COMMUNITY ASSOCIATION, INC.

THIRD: The Association is not formed for profit or pecuniary gain of any sort inuring to the benefit of the members thereof or to any individuals or corporations. The purposes for which the Association is formed are as follows:

(1) Its general purpose is to provide for the maintenance and preservation of the real property described as the "Common Area", in a Declaration of Covenants, Conditions and Restrictions (hereinafter called the "Declaration") made by Annapolis Roads Limited Partnership dated May 21, 1981, recorded among the Land Records of Anne Arundel County, Maryland, in Liber W.G.L. 3412, folio 152, and with respect to the Common Areas therein described, to promote the health, safety and welfare of the residents and to enforce the covenants, conditions and restriction described above within the residence community of Annapolis Roads West.

(2) For the general purpose aforesaid, the Association shall have the following specific purposes:

(a) To acquire by assignment or deed as the result of gift, purchase, or otherwise, and to own, hold, improve, build on, operate, maintain, mortgage, convey, sell, lease, transfer, dedicate to public use, or otherwise deal with or dispose of the Common Area within the aforesaid community of

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L. BK



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Montgomery Meadows, other real property, and such personal property as may be necessary or proper for the conduct of the affairs of the Association;

(b) To exercise all of the powers and privileges and perform all of the duties and obligations of the Association as set forth in the aforesaid Declaration and as the same may be amended from time to time as therein provided; said Declaration being incorporated herein as if set forth at length;

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

(d) To purchase, lease, option, or otherwise acquire, own, hold, preserve, develop, improve, build upon, manage, operate, maintain, convey, sell, exchange, rent, lease, dedicate for public use, or in any manner transfer or dispose of any real or personal property in connection with the affairs of the Association;

(e) To borrow or to raise money for any of the purposes of the Association, and to issue bonds, debentures, notes, or other obligations of any nature, and in any manner permitted by law, for money so borrowed or in payment for property purchased, or for any other lawful consideration, and, upon authorization of two-thirds (2/3) of the members of each class of membership in the Association, voting separately thereon, to secure the payment of the money borrowed and of the interest thereon, by mortgage upon, or pledge or conveyance or assignment in trust of, the whole or any part of the property of the Association;

ART 144 692

(f) To dedicate, sell or otherwise transfer all or any part of the Common Areas, property and facilities of the Association to any public agency, authority or utility for such purpose and subject to such conditions as may be agreed upon by the members, provided, however, that no such dedication, sale or transfer shall be effective unless made by an appropriate instrument signed by two-thirds (2/3) of the members of each class of the membership in the Association, computed separately, agreeing to such dedication, sale or transfer;

(g) To participate in the mergers and consolidations with other non-profit organizations, organized for the same purpose, provided that any such merger or consolidation shall have the assent of two-thirds (2/3) of each class of members of the Association;

(h) To annex to Annapolis Roads West, at any time, and from time to time within ten (10) years of the date of the Declaration, any part of the Remaining Property of Annapolis Roads West or other property designated by the Annapolis Roads Limited Partnership without the consent of any of the members of the Association, and thereafter to annex other and additional residential property and Common Areas, provided that any annexation of such other and additional residential property and Common Areas shall have the assent of two-thirds (2/3) of each class of members of the Association;

(i) To have and to exercise any and all powers, rights and privileges which a corporation organized under the non-stock, Non-Profit Corporation Law of the State of Maryland by law may now or hereafter have or exercise, without limitation by the foregoing description of specific powers.

The Association is formed under the articles, conditions and provisions expressed herein and in the General Laws of this State. In no event, however, shall the Association:

(i) carry on any propaganda or otherwise attempt to influence any legislation or any public administrative action; (ii) participate or intervene in any political campaign on behalf of any candidate for public office, by any means, including the publication or distribution of any statement for or against any such candidate; (iii) carry on any activity not permitted to be carried on by a corporation exempt from Federal Income Tax under Section 501(c)(4) of the Internal Revenue Code of 1954, or corresponding provisions of any future United States Internal Revenue Law; or (iv) invest in or use any property in such a manner as to jeopardize its exemption from taxation under the aforesaid Section 501(c)(4) of the Internal Revenue Code of 1954, as now in force or hereafter amended.

FOURTH: The post office address of the principal office of the Association in this State is 6600 Heritage Hill Drive, Glen Burnie, Maryland 21061. The name and post office address is the resident agent of the Association in this State is Mark D. Dopkin, 10th Floor, Sun Life Building, Baltimore, Maryland 21201. Said resident agent is a citizen of the State of Maryland and actually resides therein.

FIFTH: The Association shall have five (5) directors, which number may be increased or decreased pursuant to the By-Laws of the Association, but shall never be less than three; and the names of the directors who shall act until their successors are duly chosen and qualify are: Allen J. Berman, Leonard Shapiro, Mark D. Dopkin, Michele Berman, and Leslie Shapiro. No director need be a member of the Association.

SIXTH: The Association is not authorized or empowered to issue capital stock of any type or class. The Association is and shall be a membership corporation, and every person or entity who is a record owner, as hereinafter defined, of a lot

now or hereafter laid out or established in Annapolis Roads West or any part of the Remaining Property of Annapolis Roads West or other property brought within the jurisdiction of the Association. Each member shall be designated either a Class A member or a Class B member. A description of each class of membership with the voting rights and powers of each class is as follows:

(a) Class A Member: Except for Declarant, as hereinafter defined, who shall be a Class B Member, a Class A Member shall be a record owner holding title to one or more lots laid out in Annapolis Roads West or any part of the Remaining Property of Annapolis Roads West or other property brought within the jurisdiction of the Association. Each Class A member shall be entitled to one vote per lot, for each such lot owned by such member, in all proceedings in which action shall be taken by members of the Association.

(b) Class B Member: A Class B Member shall be Annapolis Roads Limited Partnership (the "Declarant" as defined in the Declaration), its successors and assigns, if such successors or assigns shall be a record owner holding title to more than one undeveloped lot laid out in Annapolis Roads West or any part of the Remaining Property of Annapolis Roads West or other property brought within the jurisdiction of the Association for the purpose of development thereof through construction of a single-family dwelling thereon. Each Class B Member shall be entitled to three (3) votes per lot, for each such lot owned by such member, in all proceedings in which action shall be taken by members of the Association.

(c) Conversion: Each Class B Member shall be converted to a Class A Member on January 1, 1992, or at such earlier time as the total number of votes entitled to be cast by Class A Members of the Association equals or exceeds the total number of votes entitled to be cast by Class B Members of the Association.



No. 144-695

The term "record owner", as used in these Articles, shall mean and include the person, firm, corporation, trustee, or legal entity, or the combination thereof, including contract sellers, holding record title to a lot in Annapolis Roads West or any part of the Remaining Property of Annapolis Roads West or other property brought within the jurisdiction of the Association, subject by covenants of record to a lien for charges and assessments levied by the Association, as said lot is now or may from time to time hereafter be created or established, either in his, her, or its own name, or as joint tenants, tenants in common, tenants by the entirety, or tenancy in co-partnership, if the lot is held in such real property tenancy or partnership relationship. If more than one person, firm, corporation, trustee, or other legal entity, or any combination thereof, hold the record title to any one lot, whether in a real property tenancy, partnership relationship, or otherwise, all of same, as a unit, and not otherwise, shall be deemed a single record owner and shall be or become a single member of the Association by virtue of ownership of such lot.

If any single membership in the Association is comprised of two or more persons, firms, corporations, trustees or other legal entities, or any combination thereof, then each constituent may cast such portion of the vote of the member as shall equal his, her or its proportionate interest in the lot or lots held by said member, provided, however, that if only one votes, he, she, or it may cast the entire vote of the member and such act shall bind all..

The term "record owner", however, shall not include any contract purchaser, nor the owner of any redeemable ground rent issuing out of any lot, nor shall it include any mortgagee, trustee or other grantee named in any mortgage, deed of trust or other security instrument covering any lot, designed

solely for the purpose of securing performance of an obligation or payment of a debt. Membership in the Association shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the Association.


SEVENTH: The duration of the Association shall be perpetual. However, the Association may be dissolved only under and in accordance with the laws of the State of Maryland, provided such dissolution first be authorized, in writing, signed by not less than two-thirds (2/3) of the members of the Association, or, if there be more than one class of members, then by not less than two-thirds (2/3) of each class of members of the Association, computed separately. Upon any dissolution of the Association, after discharge of all corporate liabilities, the Board of Directors shall dispose of the assets of the Association, by dedication thereof to an appropriate public agency to be used for purposes similar to those for which the Association was formed. In the event that such dedication is refused, such assets shall be granted, conveyed, and assigned to any non-profit corporation, trust or other organization as shall at the time qualify as an organization or organizations exempt from taxation under Section 501(c) of the Internal Revenue Code of 1954, or the corresponding provision of any future United States Revenue laws, as the Board of Directors may determine, preferably to a semi-public agency, to be used in furthering, facilitating or effectuating purposes similar to those for which the Association was formed.

EIGHTH: Amendment of these Articles shall require the assent of seventy-five per cent (75%) of the entire membership.

NINTH: As long as there is a Class B Membership, the following actions will require the prior approval of the Federal Housing Administration for the Veterans Administration: annexation of additional properties (other than all or any part of the Remaining Property of Annapolis Roads West), mergers and con-

solidations, mortgaging of Common Areas, dissolution and amendment of these Articles.

IN WITNESS WHEREOF, I have signed these Articles of Incorporation and acknowledged the same to be my act on this 12<sup>th</sup> day of August, 1983.

  
\_\_\_\_\_  
Mark D. Dopkin

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ARTICLES OF INCORPORATION  
OF  
ANNAPOLIS ROADS WEST COMMUNITY ASSOCIATION, INC.

approved and received for record by the State Department of Assessments and Taxation  
of Maryland August 12, 1983 at 12:14 o'clock P. M. as in conformity  
with law and ordered recorded.

Recorded in Liber 2605 folio 9 3219, one of the Charter Records of the State  
Department of Assessments and Taxation of Maryland.

Bonus tax paid \$ 20.00 Recording fee paid \$ 26.00 Special Fee paid \$ \_\_\_\_\_

To the clerk of the Circuit Court of Anne Arundel County

IT IS HEREBY CERTIFIED, that the within instrument, together with all indorsements thereon, has  
been received, approved and recorded by the State Department of Assessments and Taxation of Maryland.

AS WITNESS my hand and seal of the said Department at Baltimore.



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