

SENECA FOREST COMMUNITY ASSOCIATION

LEGAL DOCUMENTS

- Articles of Incorporation
- Declaration of Covenants
- By-Laws

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SENECA FOREST COMMUNITY ASSOCIATION, INC.

THIS IS TO CERTIFY:

THAT I, PATRICK C. MCKEEVER, whose post office address is 342 Hungerford Court, Rockville, Maryland, 20850, being at least twenty-one (21) years of age, do hereby declare myself as incorporator with the intention of forming a corporation under and by virtue of the General Laws of Maryland, and for such purposes do hereby make, execute and adopt the following Articles of Incorporation:

ARTICLE I

The name of this Corporation shall be:

SENECA FOREST COMMUNITY ASSOCIATION, INC.

ARTICLE II

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

ARTICLE III

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

6177 Executive Boulevard
Rockville, Maryland 20852

The following-named person shall be designated as the statutory resident agent of this Corporation and said resident agent is a citizen and actual resident of the State of Maryland:

N. Charles Barbot
6177 Executive Boulevard
Rockville, Maryland 20852

ARTICLE IV

The general purposes for which this Corporation is formed, and business or objects to be carried on and promoted by it, are as follows:

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

(B) To acquire and to own and to provide for the maintenance and management of certain open spaces and other

community and recreational facilities located within a community being developed by Porten Sullivan Corporation, organized and existing under the laws of the State of Maryland (hereinafter known as the "Grantor") known as SENECA FOREST (hereinafter known as the "project") in Montgomery County, Maryland, and to provide management services for the residential properties located therein.

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

(a) To construct, improve and maintain, operate and to buy, own, sell, convey, assign, mortgage, lease or manage any real estate and any personal property necessary or incident to the furtherance of the business of this Corporation;

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

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

(d) To make refunds to members as provided for in the By-Laws of the Corporation;

(e) Insofar as permitted by law, to do any other thing that, in the judgment of the Board of Directors, will promote the business of the Corporation or the common benefits of its members.

ARTICLE V

This Corporation shall be without capital stock and will not be operated for profit. This Corporation does not contemplate the distribution of gains, profits or dividends to any of its members. The members of this Corporation shall not be personally liable for the debts, liabilities or obligations of this Corporation.

ARTICLE VI

The authorized number of memberships of this Corporation is 391 and shall consist of the following classes with the following number of memberships:

(A) Every person, group of persons, corporation, trust or other legal entity, or any combination thereof, who is a record owner of a fee interest in any dwelling unit which is to become subject by covenants of record to assessment by this Corporation shall be a "Class A" member of

this Corporation, provided, however, that any such person, group of persons, corporation, trust or other legal entity, or any combination thereof, who holds such interest merely as security for the performance of an obligation shall not be a member solely on account thereof. Each Class A member shall be entitled to one (1) vote for each dwelling unit in which such member holds the record interest required for Class A membership.

(B) There shall be 1173 "Class B" memberships, all of which shall be issued to the Grantor, or to its nominee or nominees. Each Class B member shall be entitled to one (1) vote for each Class B membership so held, provided, however, that each Class B membership shall lapse and become a nullity on the first to happen of the following events:

(i) when the total authorized, issued and outstanding Class A memberships equal 294 ; or

(ii) on January 1, 1988 ; or

(iii) upon surrender of said Class B memberships by the then holders thereof for cancellation on the books of the Corporation.

ARTICLE VII

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

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

ARTICLE VIII

The number of Directors of this Corporation shall not be less than five (5) nor more than nine (9) and the names and post office addresses of the Directors who shall act as such until the first annual meeting, or until such time as their successors are duly chosen and qualified are:

<u>NAME</u>	<u>ADDRESS</u>
Stephen A. Eckert	6177 Executive Boulevard Rockville, Maryland 20852
N. Charles Barbot	6177 Executive Boulevard Rockville, Maryland 20852
Ronald Garshag	6177 Executive Boulevard Rockville, Maryland 20852
Frank Dove	6177 Executive Boulevard Rockville, Maryland 20852
Sherron Skibo	6177 Executive Boulevard Rockville, Maryland 20852

The qualifications, powers, duties and tenure of the office of Director and the manner by which directors are to be chosen shall be as prescribed and set forth in the By-Laws of the Corporation. Officers of this Corporation shall be elected and shall serve as provided for in said By-Laws.

ARTICLE IX

The Corporation shall indemnify every Officer and Director of the Corporation against any and all expenses, including counsel fees, reasonably incurred by or imposed upon any Officer or Director in connection with any action, suit or other proceeding (including the settlement of any such suit or proceeding if approved by the then Board of Directors of the Corporation) to which he may be made a part by reason of being or having been an Officer or Director of the Corporation whether or not such person is an Officer or Director at the time such expenses are incurred. The Officers and Directors of the Corporation shall not be liable to the members of the Corporation for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The Officers and Directors of the Corporation shall have no personal

liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Corporation and the Corporation shall indemnify and forever hold each such Officer and Director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any Officer or Director of the Corporation, or former Officer or Director of the Corporation may be entitled.

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

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

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

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

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

ARTICLE X

This Corporation reserves the right to amend, alter or repeal any provision contained in these Articles in the manner now or hereafter prescribed by statute for the amendment of Articles of Incorporation.

ARTICLE XI

In the event of dissolution of the Corporation, the assets of the Corporation, both real and personal, shall be dedicated to an appropriate public agency to be devoted to purposes as nearly as practicable to the same as those to which they were required to be devoted by the Corporation. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to purposes and uses that would most nearly reflect the purposes and uses to which they were required to be devoted by this Corporation. This Corporation shall not be dissolved without the prior written consent of at least two-thirds (2/3rds) of each class of members.

ARTICLE XII

In the event this Corporation (1) is consolidated with another corporation, or (2) is merged into another corporation, or (3) sells, leases, exchanges or otherwise transfers all or substantially all of its property and assets, no member of this Corporation shall be entitled to demand or receive payment of any amount for his membership of or from this Corporation or the consolidated corporation, the corporation surviving the merger or the transferee (each of which is hereafter in this Article referred to as the "successor") provided, however, that the the successor:

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

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

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

ARTICLE XIII

So long as there is any Class B membership of the Corporation outstanding and any mortgage or deed of trust secured by any Lot which is a part of The Property, or any loan, bond, note, or other obligatory writing secured thereby, is then insured by the Federal Housing Administration or guaranteed by the Veterans Administration, the following actions shall require the prior written approval of the Federal Housing Administration and/or the Veterans Administration:

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

THIS DECLARATION, made this ^{7th} day of *September*, A.D., 1982, by PORTEN-SULLIVAN CORPORATION, a Maryland Corporation, existing under the laws of the State of Maryland, hereinafter sometimes called "the Declarant",

W I T N E S S E T H :

WHEREAS, the Declarant is the owner of real property described in Article II hereof and desires to create thereon a residential community with permanent common areas and community facilities for the benefit of said community; and

WHEREAS, THE Declarant desires to provide for the preservation of the values and amenities in said community and for the maintenance of said common areas and community facilities; and to this end, desires to subject the real property described in Article II hereof to the covenants, restrictions, easements, charges, and liens hereinafter set forth, each and all of which is and are for the benefit of said property and the subsequent owners thereof; and

WHEREAS, the Declarant has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an association to which should be delegated and assigned the powers and duties of maintaining and administering the common areas and community facilities, administering and enforcing the within covenants and restrictions and disbursing the charges and assessments hereinafter created; and

WHEREAS, the Declarant has formed (or intends to form) SENECA FOREST COMMUNITY ASSOCIATION, as a non-profit corporation without capital stock under the laws of the State of Maryland for the purposes of carrying out the powers and duties aforesaid.

NOW, THEREFORE, the Declarant hereby declares that the real property described in Article II hereof is and shall be held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied and improved subject to the covenants, restrictions, uses, limitations, obligations, easements, equitable servitudes, charges and liens (hereinafter sometimes referred to as "covenants and restrictions") hereinafter set forth, all of which are declared and agreed to be in aid of a plan for improvement of said property, and shall be deemed to run with and bind the land, and shall inure to the benefit of and be enforceable by the Declarant, its successors and assigns, and any person acquiring or owning an interest in said property and improvements, including without limitation, any person, group of persons, corporation, trust or other legal entity, or any combination thereof, who holds such interest solely as security for the performance of an obligation.

ARTICLE I

Section 1. Definitions. The following words, when used in this Declaration, shall have the following meanings:

- (a) "Association" shall mean and refer to Seneca Forest Community Association, Inc. and its successors and assigns.
- (b) "The Property" shall mean and refer to all real property described in Article II hereof and such additions thereto as may hereafter be made pursuant to the provisions of said Article II.
- (c) "Lot" shall mean and refer to all subdivided parcels or property which are part of The Property.

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(d) "Common Areas" and "Community Facilities" shall mean and refer to all real property owned or leased by the Association or otherwise available to the Association for the benefit, use and enjoyment of its members.

(e) "Dwelling" shall mean and refer to any building or portion of a building situated upon The Property and designed and intended for use and occupancy as a residence by a single person or family.

(f) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot situated on The Property, including contract sellers, but excluding those having such interest solely as security for the performance of an obligation.

(g) "Developer" or "Grantor" shall mean and refer to the Declarant, Porten-Sullivan Corporation, and its successors, provided, however, that any of the rights, reservations, easements, interests, exemptions, privileges and powers of the Declarant are specifically assigned or transferred to such successor.

(h) "Mortgagee", as used herein, means the holder of any recorded mortgage, or the party secured or beneficiary of any recorded deed of trust, encumbering one or more of the lots. "Mortgage", as used herein, shall include deed of trust. "First Mortgage", as used herein, shall mean a mortgage with priority over other mortgages. As used in this Declaration, the term "mortgagee" shall mean any mortgagee and shall not be limited to institutional mortgagees. As used in this Declaration, the term "institutional mortgagee" or "institutional holder" shall include banks, trust companies, insurance companies, mortgage insurance companies, savings and loan associations, trusts, mutual savings banks, credit unions, pension funds, mortgage companies, Federal National Mortgage Association ("FNMA"), Federal Home Loan Mortgage Corporation ("FHLMC"), all corporations and any agency or department of the United States Government or of any state or municipal government. As used in this Declaration, the term "holder" or "mortgagee" shall include the parties secured by any deed of trust or any beneficiary thereof.

(i) "Member" shall mean and refer to every person, group of persons, corporation, trust or other legal entity, or any combination thereof, who holds any class of membership in the Association.

Whenever in this Declaration any action is required to be taken by a specified percentage of "each class of the then members" of the Association, then such action shall be required to be taken separately by the specified percentage of the then outstanding Class A members of the Association and by the specified percentage of the then outstanding Class B members of the Association. Whenever in this Declaration any action is required to be taken by a specified percentage of the "then members" of the Association, then such action shall be required to be taken by the specified percentage of the then outstanding cumulative membership of the Association.

ARTICLE II

Section 1. Property Subject to Declaration. The real property which is, and shall be held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied and improved subject to this Declaration is located in Montgomery County, State of Maryland, and is more particularly described on "EXHIBIT A", attached hereto and by this reference made a part hereof.

Section 2. Additions. The Property described in "EXHIBIT A-1" although not submitted to the scheme of these covenants at this time, shall be regarded as annexed to and comprising a part of the Property described in "EXHIBIT A" upon the recording of a Supplementary Declaration without the approval or joinder of any person, entity or governmental agency. So long as there are Class B members of the Association, additional property may be annexed to the above-described property without the assent of the Class A members of the Association, if any. The scheme of the within Covenants and Restrictions shall not, however, be extended to include any such additional property unless and until the same is annexed to the real property described on "EXHIBIT A" as hereinafter provided.

Any annexations made pursuant to this Article, or otherwise, shall be made by recording a Supplementary Declaration of Covenants and Restrictions among the Land Records for Montgomery County, Maryland, which Supplementary Declaration shall extend the scheme of the within Declaration of Covenants and Restrictions to such annexed property. Such Supplementary Declaration may contain such complementary additions and modifications to the Covenants and Restrictions set forth in the within Declaration as may be necessary to reflect the different character or use, if any, of such annexed property provided, however, that in no event shall any such addition or modification be substantially inconsistent with the provisions of the within Declaration except as may be provided for in Section 6 of Article V of this Declaration.

So long as any lot is encumbered by a deed of trust or mortgage which is either insured by the Federal Housing Administration or guaranteed by the Veterans Administration, no annexation shall be made pursuant to this Article, or otherwise, except following a determination by the Federal Housing Administration or the Veterans Administration, as the circumstances may require, that the annexation conforms to a general plan for the development of the community.

ARTICLE III Membership

Section 1. Membership. The Association shall have two classes of voting membership which shall be known as "Class A" and "Class B":

(a) Every person, group of persons, corporation, partnership, trust or other legal entity, or any combination thereof, who is a record owner of a fee interest in any lot which is part of the premises described in Article II of this Declaration, or which otherwise becomes subject by the covenants set forth in this Declaration to assessment by the Association, shall be a Class A member of the Association; provided, however, that any such person, group of persons, corporation, partnership, trust or other legal entity who holds such interest solely as security for the performance of an obligation shall not be a Class A member solely on account of such interest. Each Class A member shall be entitled to one (1) vote for each lot in which such member holds the interest required for Class A membership.

(b) The Class B member shall be the Declarant, its nominee or nominees, and shall include every person, group of persons, corporation, partnership, trust or other legal entity, or any combination thereof, who shall obtain any Class B membership by specific assignment from the Declarant. The Class B member or members shall have one Class B membership for each lot in which such member holds the interest otherwise required for Class A membership. Each Class B member shall be entitled to three (3) votes for each lot in which such member holds the interest otherwise required for Class A membership. Each Class B membership shall lapse and become a nullity on the first to happen of the following events:

- (i) thirty (30) days following the date on which the total authorized, issued and outstanding Class A memberships equal the total authorized, issued and outstanding Class B memberships multiplied by three (3); or

- (ii) on January 1, 1988; or
- (iii) upon the surrender of said Class B memberships by the then holders thereof for cancellation on the books of the Association.

Upon the lapse or surrender of any of the Class B memberships as provided for in this Article, the Declarant shall thereafter remain a Class A member of the Association as to each and every lot in which the Declarant then holds the interest otherwise required for such Class A membership. In the event additional property is annexed to the property described in Article II of this Declaration subsequent to the date specified in Section 1(b)(i) or Section 1(b)(ii) of this Article, then the Declarant shall be a Class B member as to each lot which it owns in such annexed property subject to the limitations set forth in this Article.

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

ARTICLE IV

Section 1. Member's Right of Enjoyment. Every member shall have a right and easement of enjoyment in and to the common areas and community facilities and such easement shall be appurtenant to and shall pass with the fee title to every lot subject to the following:

(a) the right of the Association, in accordance with its Articles of Incorporation and By-Laws, and with the consent of two-thirds (2/3) of each class of the then members of the Association, voting separately, to borrow money for the purpose of improving the common areas and community facilities in a manner designed to promote the enjoyment and welfare of the members and in aid thereof to mortgage any of the common areas and community facilities; and

(b) the right of the Association, acting by and through its Board of Directors, to levy reasonable admission and other fees for the use of any community facilities situated upon The Property by the members of the Association and their families, tenants and guests; provided, however, that any such fees shall be charged on a uniform basis for each member and, provided, further, that in no event shall the Association levy any fee for the use of any streets, roadways or parking areas which are situate upon The Property; and

(c) the right of the Association to take such steps as are reasonably necessary to protect the property of the Association against mortgage default and foreclosures; provided, however, that the same are in conformity with the other provisions of this Declaration; and

(d) the right of the Association to adopt reasonable rules respecting use of the common areas and community facilities to reasonably limit the number of guests of members to the use of any facilities which are developed upon The Property; and

(e) the right of the Association to suspend voting rights and the rights to use of the common areas and community facilities (except for rights to the use of streets, roadways and parking areas, which shall not be subject to suspension for any reason) for any period during which any assessment remains unpaid and for any period not to exceed thirty (30) days for any infraction of any of the published rules and regulations of the Association; and

(f) the right of the Association to dedicate or transfer all or any part of the common areas or community facilities to any public or municipal agency, authority or utility for purposes consistent with the purpose of this Declaration and subject to such conditions as may be agreed to by the membership provided, however, that no such dedication or transfer or determination as to the purposes or as to the conditions thereof, shall be effective unless two-thirds (2/3) of each class of the then members of the Association consent to such dedication, transfer, purpose and conditions, at any special meeting of the members duly called for such purpose; and

(g) the right of the Association, acting by and through its Board of Directors, to grant licenses, rights-of-way and easements for access or for the construction, reconstruction, maintenance and repair of any utility lines or appurtenances, whether public or private, to any municipal agency, public utility, the Declarant or any other person; provided, however, that no such licenses, rights-of-way or easements shall be unreasonably and permanently inconsistent with the rights of the members to the use and enjoyment of the common areas and community facilities; and

(h) the rights of the owners of the lots to perpetual easements over and upon any of the common areas or community facilities for such portions of their dwellings that may overhang or otherwise encroach upon any of the common areas or community facilities, for support, for the purpose of necessary repairs and maintenance, for the maintenance of reasonable appurtenances to their dwellings, and for reasonable ingress and egress to and from any dwelling through and over the common areas and community facilities; and

(i) the right of each member to the use of at least one vehicular parking space situate upon the common areas and community facilities; provided, however, that each member shall comply in all respects with such supplementary rules and regulations which are not inconsistent with the provisions of this Declaration and which the Board of Directors of the Association may from time to time adopt and promulgate with respect to parking and traffic control upon the common areas and community facilities.

Section 2. Rights Not Subject to Suspension. Notwithstanding anything in this Declaration to the contrary, the Association shall have no authority to suspend, either temporarily or permanently, any of the rights created in Paragraphs (i) and (j) of Section 1 of this Article for any reason whatsoever.

Section 3. Delegation of Right of Use. Any member of the Association may delegate his rights to the use and enjoyment of the common areas and community facilities to the members of his family who reside permanently with him and to his tenants, contract-purchasers and guests, all subject to such reasonable rules and regulations which the Association may adopt and uniformly apply and enforce.

ARTICLE V

Section 1. Annual Maintenance Assessments. Each person, group of persons, corporation, partnership, trust or other legal entity, or any combination thereof, who becomes a fee owner of a lot within The Property, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay the Association, in advance, a monthly sum, (hereinelsewhere sometimes referred to as "maintenance assessments") equal to one-twelfth (1/12) of the member's proportionate share of the sum required by the Association, as estimated by its Board of Directors, to meet its annual expenses, including but in no way limited to the following:

(a) the cost of all operating expenses of the common areas and community facilities and the services furnished to or in connection with the common areas and community facilities, including charges by the Association for any services furnished by it; and

(b) the cost of necessary management and administration of the common areas and community facilities, including fees paid to any Management Agent; and

(c) the amount of all taxes and assessments levied against the common areas and community facilities; and

(d) the cost of fire and extended liability insurance on the common areas and community facilities and the cost of such other insurance as the Association may affect with respect to the common areas; and

(e) the cost of garbage and trash collection to the extent provided by the Association and utilities and other services which may be provided by the Association, whether for the common areas and community facilities or for the lots, or both; and

(f) the cost of maintaining, replacing, repairing, and landscaping the common areas and community facilities (including, without limitation, the cost of maintaining, replacing and repairing the sidewalks, streets, roadways and open areas within The Property), and such equipment as the Board of Directors shall determine to be necessary and proper in connection therewith; and

(g) the cost of funding all reserves established by the Association, including, when appropriate a general operating reserve and a reserve for replacements; and

The Board of Directors shall determine the amount of the maintenance assessment annually, but may do so at more frequent intervals should circumstances so require. Upon resolution of the Board of Directors, installments of annual assessments may be levied and collected on a quarterly, semi-annual or annual basis rather than on a monthly basis as hereinabove provided for. Any Class A member may prepay one or more installments on any annual maintenance assessment levied by the Association, without premium or penalty.

The Board of Directors shall prepare, or cause the preparation of an annual operating budget for the common areas and community facilities. The Board of Directors of the Association shall make reasonable efforts to fix the amount of the annual maintenance assessment against each lot for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the lots and the annual maintenance assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any owner upon reasonable notice to the Board. Written notice of the annual maintenance assessments shall thereupon be sent to the members. The omission by the Board of Directors, before the expiration of any assessment period, to fix the amount of the annual maintenance assessment hereunder for that or the next period, shall not be deemed a waiver or modification in any respect of the provisions of this Article or a release of any member from the obligation to pay the annual maintenance assessment, or any installment thereof, for that or any subsequent assessment period, but the annual maintenance assessment fixed for the preceding period shall continue until a new maintenance assessment is fixed. No member may exempt himself from liability for maintenance assessments by abandonment of any lot belonging to him or by the abandonment of his right to the use and enjoyment of the common areas and community facilities.

Except as may be specifically provided for herein, this Declaration does not contemplate that the Association shall have any responsibility for the maintenance or repair of the dwellings or their appurtenances and the responsibility and duties of the Association for maintenance and repairs shall be limited to the common areas and community facilities. The owner of any lot shall, at his own expense, maintain his lot and dwelling, and any and all appurtenances thereto, in good order, condition and repair and in a clean, sightly and sanitary condition at all times.

Section 2. Special Maintenance Assessments. In addition to the regular maintenance assessments authorized by this Article, the Association may levy in any assessment year a special maintenance assessment or assessments, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, inordinate repair or replacement of a described capital improvement located upon, or forming a part of the common areas, including the necessary fixtures and personal property related thereto, or for such other purpose as the Board of Directors may consider appropriate; provided that any such assessment shall have the assent of the members representing two-thirds (2/3) of each class of the then members of the Association. A meeting of the members shall be duly called for this purpose.

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Section 3. Reserves for Replacements. The Association shall establish and maintain a reserve fund for replacements of the common areas and community facilities by the allocation and payment monthly to such reserve fund of an amount to be designated from time to time by the Board of Directors. Such fund shall be conclusively deemed to be a common expense of the Association and may be deposited in any banking institution, the accounts of which are insured by any State or by an agency of the United States of America or may, in the discretion of the Board of Directors be invested in obligations of, or fully guaranteed as to principal by, the United States of America. The reserve for replacements of the common areas and community facilities may be expended only for the purpose of affecting the replacement of the common areas, major repairs to any sidewalks, parking areas, streets or roadways developed as a part of The Property, equipment replacement, and for start-up expenses and operating contingencies of a non-recurring nature relating to the common areas and community facilities. The Association may establish such other reserves for such other purposes as the Board of Directors may from time to time consider to be necessary or appropriate. The proportional interest of any member in any such reserves shall be considered an appurtenance of his lot and shall not be separately withdrawn, assigned or transferred or otherwise separated from the lot to which it appertains and shall be deemed to be transferred or otherwise separated from the lot to which it appertains and shall be deemed to be transferred with such lot.

Section 4. Annual Maintenance of Assessments. The initial maximum annual maintenance assessment for each of the lots to which Class A membership is appurtenant shall not exceed the sum of Four Hundred Sixty Dollars (\$460.00) per annum. Except as may otherwise be provided in Section 6 of this Article or any Supplementary Declaration made pursuant to Article II of this Declaration, the annual maintenance assessment shall be levied at a uniform rate for each lot to which Class A membership is appurtenant.

Section 5. Increase in Maximum Annual Maintenance Assessment.

(a) from and after January 1, 1983, the maximum annual maintenance assessment for all Class A memberships hereinabove provided for, may be increased by the Board of Directors of the Association, without a vote of the Class A membership, by an amount equal to ten percent (10%) of the maximum annual assessment for the preceding year or the increase in the Consumer Price Index published by the Bureau of Labor Statistics as applicable to a geographic area including Montgomery County, Md; whichever is greater, plus the amount by which any *ad valorem* real estate taxes and casualty and other insurance premiums payable by the Association have increased over amounts payable for the same or similar items for the previous year.

(b) from and after January 1, 1983, the maximum annual maintenance assessments for all Class A memberships hereinabove provided for may be increased above that established by the preceding paragraph by a vote of the members, as hereinafter provided, for the next succeeding year and, thereafter, at the end of such year, for each succeeding year. Any change made pursuant to this paragraph shall have the assent of a majority of the then Class A members of the Association and a majority of the then Class B members of the Association. A meeting of the members shall be duly called for this purpose.

Section 6. Equitable Adjustments - Supplementary Declarations. In the event that any Supplementary Declaration made pursuant to the provisions and requirements of Article II of this Declaration provides that a greater or lesser level of services shall be provided by the Association with respect to the real property which is the subject matter of such Supplementary Declaration, then such Supplementary Declaration may provide for a different basis for the establishment of annual maintenance assessments with respect to such property and the Association, acting by and through its Board of Directors, is hereby authorized and directed to make equitable adjustments in the procedures herein set forth for the establishment of annual maintenance assessments to reflect the different level of services.

ARTICLE VI

Section 1. Non-Payment of Assessments. Any assessment levied pursuant to this Declaration, or any installment thereof, which is not paid on the date when due shall be delinquent and shall, together with interest thereon and the cost of collection thereof, as hereinafter provided, thereupon become a continuing lien upon the lot or lots belonging to the member against whom such assessment is levied and shall bind such lot or lots in the hands of the then owners, his heirs, devisees, personal representatives and assigns. The personal obligation of the member to pay such assessment shall, in addition, remain his personal obligation for the statutory period and a suit to recover a money judgment for non-payment of any assessment levied pursuant to this Declaration, or any installment thereof, may be maintained without foreclosing or waiving the lien herein created to secure the same.

Any assessment levied pursuant to this Declaration, or any installment thereof, which is not paid within ten (10) days after it is due, may, upon resolution of the Board of Directors, bear interest at a rate not to exceed the maximum legal rate permitted from time to time in the State of Maryland, and may, by resolution of the Board of Directors, subject the member obligated to pay the same to the payment of such penalty or "late charge" as the Board may fix, and the Association may bring an action at law against the member personally obligated to pay the same, or foreclose on the lien against the lot or lots then belonging to said member in the manner now or hereafter provided for the foreclosure of mortgages, deeds of trust or other liens on real property in the State of Maryland containing a power of sale and consent to a decree, and subject to the same requirements, both substantive and procedural, or as may otherwise from time to time be provided by law, in either of which events interest, costs and reasonable attorneys' fees shall be added to the amount of each assessment.

The Association shall notify the holder of the first mortgage on any lot for which any assessment levied pursuant to this Declaration becomes delinquent for a period in excess of thirty (30) days and in any other case where the owner of such lot is in default with respect to the performance of any other obligation hereunder for a period in excess of thirty (30) days, but any failure to give such notice shall not affect the validity of the lien for any assessment levied pursuant to this Declaration, nor shall any such failure affect any of the priorities established in this Article.

In the event any proceeding to foreclose the lien for any assessment due the Association pursuant to this Declaration is commenced with respect to any lot or lots in the community, then the owner of such lot or lots, upon resolution of the Board of Directors, may be required to pay a reasonable rental for such lot or lots, and the Association shall be entitled to the appointment of a receiver to collect the same.

The Board of Directors may post a list of members who are delinquent in the payment of any assessments or other fees which may be due the Association, including any installment thereof, which becomes delinquent, in any prominent location upon The Property.

Section 2. Assessment Certificates. The Association shall upon demand at any time furnish to any member liable for any assessment levied pursuant to this Declaration (or any other party legitimately interested in the same) a certificate in writing signed by an officer of the Association, setting forth the status of said assessment, i.e., whether the same is paid or unpaid. Such certificate shall be conclusive evidence of the payment of any assessment therein stated to have been paid. A charge not to exceed Thirty Dollars (\$30.00) may be levied in advance by the Association for each certificate so delivered.

Section 3. Acceleration of Installments. Upon default in the payment of any one or more monthly installments of any assessment levied pursuant to this Declaration, or any other installment thereof, the entire balance of said assessment may be accelerated at the option of the Board of Directors and be declared due and payable in full

Section 4. Priority of Lien. The lien established by this Declaration shall have preference over any other assessments, liens, judgments or charges of whatever nature, except the following:

- (a) general and special assessments for *ad valorem* real estate taxes on the lot; and
- (b) the liens of any first deeds of trust, first mortgage instruments or encumbrances duly recorded on the lot prior to the assessment thereon of the lien provided for in this Declaration or duly recorded on said lot after receipt of a written statement from the Board of Directors reflecting that payments on said lien were current as of the date of recordation of said first deed of trust, mortgage instrument or encumbrance

Notwithstanding any other provision of this Declaration to the contrary, the lien of any assessment levied pursuant to this Declaration upon any lot, as in this Article provided, shall be subordinate to the lien of any deed of trust, mortgage or other encumbrance duly recorded on such lot and made in good faith and for value received and shall in no way affect the rights of the holder of any such deed of trust, mortgage or other encumbrance; provided, however, that such subordination shall apply only to assessments, and installments thereof, which have become due and payable prior to a sale or transfer of the lot pursuant to a foreclosure of such deed of trust, mortgage or other encumbrance, or any deed, assignment or other proceeding or arrangement in lieu of foreclosure. Any holder of any deed of trust, mortgage or other encumbrance duly recorded on the lot and made in good faith and for value received who comes into possession of the lot pursuant to a foreclosure of such deed of trust, mortgage or other encumbrance, or any deed, assignment or other proceeding or arrangement in lieu of foreclosure, and any other purchaser at a foreclosure sale, shall take the lot free of any claims for unpaid maintenance assessments levied against the lot which accrue prior to the time such holder comes into possession of the lot or prior to the foreclosure sale, except for claims for a proportionate share of such unpaid maintenance assessments resulting from a reallocation of such unpaid maintenance assessments among the lots upon The Property. Such foreclosure, deed, assignment or other proceeding or arrangement in lieu of foreclosure shall not, however, relieve the mortgagee in possession or the purchaser at any foreclosure sale from any liability for any maintenance assessments thereafter becoming due, or from the lien herein created to secure the payment of such maintenance assessments, which said lien, if any claimed, shall have the same effect and be enforced in the same manner as provided herein.

No amendment to this Section shall affect the rights of the holder of any first mortgage on any lot (or the indebtedness secured thereby); recorded prior to recordation of such amendment unless the holder thereof (or the indebtedness secured thereby) shall join in the execution of such amendment.

The Board of Directors may, in its sole and absolute discretion, extend the provisions of this Section to the holders of mortgages (or the indebtedness secured thereby) not otherwise entitled thereto.

Section 5. Additional Default. Any recorded first mortgage secured on a lot in The Property shall provide that any default by the mortgagor in the payment of any assessment levied pursuant to this Declaration, or any installment thereof, shall likewise be a default in such mortgage (or the indebtedness secured thereby); but failure to include such a provision in any such mortgage shall not affect the validity or priority thereof and the protection extended to the holder of such mortgage (or the indebtedness secured thereby) by reason of Section 4 of this Article shall not be altered, modified or diminished by reason of such failure.

Section 6. Commencement of Annual Assessments. The annual maintenance assessment for each Class A membership shall commence on the date a deed for the lot to which such membership is appurtenant is delivered by the Declarant to the member. The first monthly installment of each such annual assessment shall be made for the balance of the month during which a deed for the lot is delivered to the member and shall become due and payable and a lien on the date a deed for the lot is delivered to the member. Except as hereinelsewhere provided, the monthly installments of each such annual assessment for any lot for any month after the first month shall become due and payable and a lien on the first day of each successive month.

Section 7. Assessment of Declarant. Until the lapse of the Class B memberships, as above provided, the Declarant shall not be subject to assessment by the Association as hereinabove provided. The Declarant shall, commencing as of the date of the conveyance of the first lot, pay to the Association its prorata share of the annual sum budgeted for reserve for replacements. Until the lapse of the Class B memberships as aforesaid, Declarant shall be responsible for payment of all budgeted expenses of the Association to the extent that the same are not funded by maintenance assessments paid to the Association. Declarant's pro rata share of reserves, as aforesaid, shall be calculated quarterly, retrospectively for each quarter. Declarant shall pay the sum attributed to the reserve account for each Lot owned by Declarant and subject to this Declaration during each quarter or any part thereof.

Section 8. Exempt Property. No portion of the common areas or community facilities shall be subject to assessment of any kind by the Association.

ARTICLE VII

Section 1. Architectural and Environmental Control Committee. Except for construction or development by, for, or under contract with the Declarant, and except for any improvements to any lot or to the common areas accomplished by the Declarant concurrently with said construction and development, and except for purposes of proper maintenance and repair, no building, fence, wall or other improvements or structures shall be commenced, directed, placed, moved, altered or maintained upon The Property, nor shall any exterior addition to or change (including change of color) or other alteration thereupon be made until the complete plans and specifications showing the location, nature, shape, height, material, color, type of construction and any other proposed form of change (including without limitation, any other information specified by the Architectural and Environmental Control Committee) shall have been submitted to and approved in writing as to safety, harmony of external design, color and location in relation to surrounding structures and topography and conformity with the design concept for the community by an Architectural and Environmental Control Committee designated by the Board of Directors.

Subject to the same limitations as hereinabove provided for, it shall be prohibited to install, erect, attach, apply, paste, hinge, screw, nail, build, alter, remove or construct any lighting, shades, screens, awnings, patio covers, decorations, fences, aerials, antennas, radio or television broadcasting or receiving devices, slabs, sidewalks, curbs, gutters, patios, balconies, porches, driveways, walls or to make any change or otherwise alter (including any alteration in color) in any manner whatsoever the exterior of any improvements constructed upon any lot or upon any of the common areas, or to combine or otherwise join two or more dwellings, or to partition the same after combination, or to remove or alter any windows or exterior doors of any dwelling, or to make any change or alteration within any dwelling which will alter the structural integrity of the building or otherwise affect the property, interest or welfare of any other lot owner, materially increase the cost of operating or insuring any of the common areas or impair any easement, until the complete plans and specifications, showing the location, nature, shape, height, material color, type of construction and any other proposed form of change (including, without limitation, any other information specified by the Architectural and Environmental Control Committee) shall have been submitted to and approved in writing as to safety, harmony of external design, color and location in relation to surrounding structures and topography and conformity with the design concept for the community by the Architectural and Environmental Control Committee designated by the Board of Directors.

Section 7. Prohibited Uses and Nuisances. Except for the activities of the Declarant during the construction or development of the community, or except with the prior written approval of the Architectural and Environmental Control Committee, or as may be necessary in connection with reasonable and necessary repairs or maintenance to any dwelling or upon the common areas:

(a) no noxious or offensive trade or activity shall be carried on upon any lot or within any dwelling, nor shall anything be done therein or thereon, which may be or become an annoyance or nuisance to the neighborhood or other members. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell or other sound device, except such devices as may be used exclusively for security purposes, shall be located, installed or maintained upon the exterior of any dwelling or upon the exterior of any other improvements.

(b) the maintenance, keeping, boarding or raising of animals, livestock, poultry of any kind, regardless of number, shall be and is hereby prohibited on any lot or within any dwelling, except that this shall not prohibit the keeping of dogs, cats or caged birds as domestic pets provided they are not kept, bred or maintained for commercial purposes and, provided, further, that such domestic pets are not a source of annoyance or nuisance to the neighborhood or other members. The Board of Directors or, upon resolution of the Board of Directors, the Architectural and Environmental Control Committee, shall have the authority, after hearing, to determine whether a particular pet is a nuisance or a source of annoyance to other members, and such determination shall be conclusive. Pets shall be attended at all times and shall be registered, licensed and inoculated as may from time to time be required by law. Pets shall not be permitted upon the common areas unless accompanied by an adult and unless they are carried or leashed. The Board of Directors shall have the right to adopt such additional rules and regulations regarding pets as it may from time to time consider necessary or appropriate.

(c) no burning of any trash and no accumulation or storage of litter, lumber, scrap metals, refuse, bulk materials, waste, new or used building materials, or trash of any other kind shall be permitted on any lot.

(d) except as hereinelsewhere provided, no junk vehicle, motor vehicle not bearing current registration, trailer, truck, camper, camp truck, house trailer, boat or other machinery or equipment of any kind or character (except for such equipment and machinery as may be reasonable, customary and usual in connection with the use and maintenance of any dwelling and except for such equipment and machinery as the Association may require in connection with the maintenance and operation of the common areas and community facilities) shall be kept upon The Property nor (except for bona fide emergencies) shall the repair or extraordinary maintenance of automobiles or other vehicles be carried out thereon. The Association may, in the discretion of the Architectural and Environmental Control Committee, provide and maintain a suitable area designated for the parking of such vehicles and the like.

(e) trash and garbage containers shall not be permitted to remain in public view except on days of trash collection. No incinerator shall be kept or maintained upon any lot. Garbage, trash and other refuse shall be placed in covered containers.

(f) no lot shall be divided or subdivided and no portion of any lot (other than the entire lot) shall be transferred or conveyed for any purpose. No portion of any dwelling (other than the entire dwelling) shall be leased. The provisions of this subsection shall not apply to the Declarant and, further, the provisions hereof shall not be construed to prohibit the granting of any easement or right-of-way to any municipality, political subdivision, public utility or other public body or authority, or to the Association, the Declarant or any other person for any purpose.

(g) except for hoses and the like which are reasonably necessary in connection with normal lawn maintenance, no water pipe, sewer pipe, gas pipe, drainage pipe, television cable or similar transmission line shall be installed or maintained on any lot above the surface of the ground.

(h) no lot shall be used for the purpose of boring, mining, quarrying, exploring for or removing oil or other hydrocarbons, minerals, gravel or earth.

(i) no sound hardwood trees measuring in excess of six (6) inches in diameter two (2) feet above the ground shall be removed from any lot without written approval of the Association acting through the Architectural and Environmental Control Committee or duly appointed subcommittee. The Architectural and Environmental Control Committee may from time to time adopt and promulgate such additional rules and regulations regarding the preservation of trees and other natural resources and wildlife as it may consider appropriate.

(j) no structure of a temporary character, and no trailer, tent, shack, barn, pen, kennel, run, stable, playhouse, shed or other buildings shall be erected, used or maintained on any lot at any time.

(k) except for entrance signs, directional signs, signs for traffic control or safety, community "theme areas" and such promotional sign or signs as may be maintained by the Declarant or the Association, no signs or advertising devices of any character shall be erected, posted or displayed upon, in or about any lot or dwelling, provided, however, that one sign not exceeding two (2) square feet in area and not illuminated may be attached to a dwelling where a professional office (as herein elsewhere in this Declaration defined) is maintained, and provided, further, that one temporary real estate sign not exceeding six (6) square feet in area, may be erected upon any lot or attached to any dwelling placed upon the market for sale or rent. Any such temporary real estate sign shall be removed promptly following the sale or rental of such dwelling. The provisions and limitations of this subsection shall not apply to any institutional first mortgagee of any lot who comes into possession of the lot by reason of any remedies provided by law or in such mortgage or as a result of a foreclosure sale or other judicial sale or as a result of any proceeding, arrangement, assignment or deed in lieu of foreclosure.

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

(m) no member shall engage or direct any employee of the Association on any private business of the member during the hours such employee is employed by the Association, nor shall any member direct, supervise or in any manner attempt to assert control over any employee of the Association.

Section 8. Residential Use - Leasing. All dwellings shall be used for private residential purposes exclusively, except that a professional office may be maintained in a dwelling, provided that such maintenance and use is limited to the person actually residing in the dwelling and, provided further, that such maintenance and use is in strict conformity with the provisions of any applicable zoning law, ordinance or regulation. As used in this Section, the term "professional office" shall mean rooms used for office purposes by a member of any recognized profession, including doctors, dentists, lawyers, architects and the like, but not including medical or dental clinics. Nothing contained in this Article, or elsewhere in this Declaration, shall be construed to prohibit the Declarant from the use of any lot or dwelling for promotional or display purposes, or as "model homes", a sales office, or the like.

Section 9. Party Walls. Each wall which is built as part of the original construction of the dwellings upon The Property and placed on the dividing line between lots or dwellings or partly on one lot and partly on another shall constitute a party wall, and to the extent not inconsistent with the provisions of this Declaration, the general rules of law regarding party walls and of liability for property damage due to negligent or willful acts or omissions shall apply thereto.

(a) **Repair and Maintenance.** The cost of reasonable repair and maintenance of a party wall shall be shared by the owners who make use of the wall in proportion to such use. Nothing shall be done by any owner which impairs the structural integrity of any party wall or which diminishes the fire protection afforded by any party wall. No owner shall use any party wall for any purpose which creates a hazard or nuisance for any other owner who makes use of the party wall.

(b) **Destruction by Fire or Other Casualty.** If a party wall is destroyed or damaged by fire or other casualty, any owner who has used the wall may restore it, and if the other owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, of the right of any such owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

(c) **Weatherproofing.** Notwithstanding any other provision of this Section, any owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

(d) **Right to Contribution Runs With Land.** The right of any owner to contribution from any other owner under this Section shall be appurtenant to the land and shall pass to such owner's successors in title.

(e) **Encroachments.** If any portion of a party wall shall encroach upon any adjoining lot, or upon the common areas or community facilities, by reason of the repair, reconstruction, settlement or shifting of any building, or otherwise, a valid easement for the encroachment and for the maintenance of the same as long as the building stands, shall exist.

(f) **Applicability.** The provisions of this Section shall not be applicable to condominium units as defined in the Condominium Act or walls which are part of the common elements of any condominium, or to walls which divide dwellings in a multi-family structure.

Section 10. Easements. The common areas and community facilities and each lot and dwelling shall be subject to easements to the benefit of the Association and the owners of the adjoining and abutting lots and dwellings for maintenance and for the unobstructed and uninterrupted use of any and all pipes, ducts, flues, chutes, conduits, cables and wire outlets and utility lines of any kind, to easements for the maintenance, lateral support of adjoining and abutting dwellings, and to easements for such portions of any dwelling that may overhang any lot or any portion of the common areas and community facilities, and to easements for the leadwalks and sidewalks serving adjoining and abutting dwellings. Such easements shall not be subject to suspension for any reason.

Section 11. Community Rules, etc. There shall be no violation of any rules for the use of the common areas and community facilities or other community rules and regulations not inconsistent with the provisions of this Declaration which may from time to time be adopted by the Board of Directors of the Association and promulgated among the membership by them in writing, and the Board of Directors is hereby and elsewhere in this Declaration authorized to adopt such rules.

Section 12. Reconstruction after Fire or Other Casualty Loss. In the event any dwelling is partially or completely destroyed by fire or other casualty, and in the absence of a resolution to the contrary by the Board of Directors, the owner of such dwelling shall promptly restore or reconstruct such dwelling, at his own expense, in accordance with the original plans and specifications or with such amended plans and specifications as may be approved in writing by the Board of Directors at the request of such owner.

Section 13. Enforcement - Right to Remove or Correct Violations. In the event any violation or attempted violation of any of the covenants or restrictions contained in this Article shall occur or be maintained upon any lot, or in the event of any other conduct in violation of any of the provisions and requirements of this Article, then the same shall be considered to have been undertaken in violation of this Article, and without approval of the Architectural and Environmental Control Committee required herein, and, upon written notice from the Architectural and Environmental Control Committee, such violation shall be promptly removed or abated. In the event the same is not removed, or the violation is not otherwise terminated or abated, within fifteen (15) days (or such shorter period as may be required in any such notice) after notice of such violation is delivered to the owner of the lot upon which such violation exists, or to the member responsible for such violation if the same shall be committed or attempted on premises other than the lot owned by such member, then the Association shall have the right, through its agents and employees (but only after a resolution of the Architectural and Environmental Control Committee) to enter upon such lot and to take such steps as may be necessary to remove or otherwise terminate or abate such violation and the cost thereof may be assessed against the lot upon which such violation occurred and, when so assessed, a statement for the amount thereof shall be rendered to the owner of said lot at which time the assessment shall become due and payable and a continuing lien upon such lot, and a binding personal obligation of the owner of such lot, in all respects (and subject to the same limitations) as provided in Article V of this Declaration. The Association shall have the further right, through its agents, employees or committees, to enter upon and inspect any lot at any reasonable time for the purpose of ascertaining whether any violation of the provisions of this Article or any of the other provisions or requirements of this Declaration, exist on such lot; and neither the Association nor any such agent or employee shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

ARTICLE VIII

Section 1. Management Agent. The Board of Directors may employ for the Association a management agent or manager (the "Management Agent") at a rate of compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall from time to time authorize in writing. The Management Agent shall perform such duties and services as the Board of Directors shall authorize in writing, including, without limitation:

(a) to establish (with the approval of the Board of Directors of the Association) and provide for the collection of the annual maintenance assessments and any other assessments provided for in this Declaration and to provide for the enforcement of liens therefor in a manner consistent with law and the provisions of this Declaration; and

(b) to provide for the care, upkeep, maintenance and surveillance of the common areas and community facilities; and

(c) to designate, hire and dismiss such personnel as may be required for the good working order, maintenance and efficient operation of the common areas and community facilities; and

(d) to promulgate (with the approval of the Board of Directors of the Association) and enforce such rules and regulations and such restrictions or requirements, "house rules" or the like as may be deemed proper respecting the use of the common areas and community facilities; and

(e) to provide such other services (including accounting services) for the Association as may be consistent with law and the provisions of this Declaration.

Any management agreement entered into by the Association shall provide *inter alia*, that such agreement may be terminated for cause by either party upon thirty (30) days' written notice thereof to the other party. The term of any such management agreement shall not exceed one year; provided, however, that the term of any such management agreement may be renewable by mutual agreement of the parties for successive one-year periods.

Section 2. Limitation of Liability. The Association shall not be liable for any failure of any services to be obtained by the Association or paid for out of the common expense funds, or for injury or damage to person or property caused by the elements or resulting from water which may leak or flow from any portion of the common areas or community facilities, or from any wire, pipe, drain, conduit or the like. The Association shall not be liable to any member for loss or damage, by theft or otherwise, of articles which may be stored upon the common areas or community facilities. No diminution or abatement of assessments as hereinselsewhere provided for, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the common areas or community facilities, or from any action taken by the Association to comply with any of the provisions of this Declaration or with any law or ordinance or with the order or directive of any municipal or other governmental authority.

ARTICLE IX

Section 1. Reservation of Easement Rights by the Declarant. The Declarant hereby reserves a non-exclusive easement and right-of-way in, through, over and across the common areas and community facilities for the purpose of the storage of building supplies and materials, the installation, construction, maintenance, reconstruction and repair of sanitary sewer lines, water lines, CATV cables, storm drains and appurtenances to any of the same, and for all other purposes reasonably related to the completion of construction and the provision of utility services, whether public or private, to the community of Woodlake and to other property adjacent to, or in the vicinity of, such community. Any and all instruments of conveyancing made by the Declarant to the Association with respect to any of the common areas and community facilities shall be conclusively deemed to incorporate this reservation, whether or not specifically set forth in such instruments. At the request in writing of the Declarant, the Association shall from time to time execute, acknowledge and deliver to the Declarant such further assurances of this reservation as may be necessary.

Section 2. Easements for Utilities and Related Purposes. The Association is authorized and empowered to grant (and shall from time to time grant) such other licenses, easements and rights-of-way over the common areas and community facilities for sewer lines, water lines, electrical cables, telephone cables, gas lines, storm drains, CATV cables, underground conduits and such other purposes related to the provision of utility services to the community as may be considered necessary and appropriate by the Board of Directors for the orderly maintenance, preservation and enjoyment of the common areas and community facilities and for the preservation of the health, safety, convenience and welfare of the owners of the lots or the Declarant.

Any and all streets, walkways, roadways, sidewalks and the like, which are owned by the Association shall be subject to non-exclusive easements for ingress, egress and regreas for the benefit of all members of the Association, the Declarant, their respective heirs, personal representatives and assigns and all other persons or other parties claiming under any of them.

ARTICLE X

Section 1. Amendment. Subject to the other limitations set forth in this Declaration, prior to the lapse of all of the Class B memberships in the Association, as in Article III provided, this Declaration may be amended only by an instrument executed and acknowledged by sixty-six and two-thirds percent (66⅔%) of the Class A members of the Association, if any, and by the Declarant, which instrument shall be recorded among the Land Records for Montgomery County, Maryland. Subject to the other limitations set forth in this Declaration, following the lapse of all of the Class B memberships in the Association, as in Article III provided, this Declaration may be amended by an instrument executed and acknowledged by a majority of the Class A members of the Association, which instrument shall be recorded among the Land Records of Montgomery County, Maryland. Unless a later date is specified in any such instrument, any amendment to this Declaration shall become effective on the date of recording. Anything herein contained to the contrary notwithstanding, the Declarant, so long as it holds Class B membership, shall have the right to unilaterally amend this Declaration to the extent required to cause the Declaration to conform to the requirements of VA, FHA, FNMA or FHLMC, provided that such amendment or amendments do not adversely affect the rights of enjoyment or property rights of any Owner.

Section 2. Duration. Unless amended in accordance with the provisions of Section 1 of this Article and the other requirements of this Declaration, and except where permanent easements or other permanent rights or interests are herein created, the covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by, the Association, or the owner of any lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date of recordation of this Declaration, after which the said covenants shall be automatically extended for successive periods of ten (10) years each.

Section 3. Construction and Enforcement. The provisions hereof shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of the community. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain or enjoin violation or to recover damages, or both, and against any lot to enforce the lien created hereby; and the failure or forbearance by the Association or the owner of any lot to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

The provisions hereof may be enforced, without limitation, by the Association, by any owner or any mortgagee of any lot which becomes subject to the provisions hereof and by any other person, firm, corporation or other legal entity who has any right to the use of any of the common areas and community facilities owned by the Association, including, again without limitation, any person, firm, corporation or other legal entity who has the right to the use of any of the streets or roadways owned by the Association.

There shall be and there is hereby created and declared to be a conclusive presumption that any violation or breach or attempted violation or breach of any of the within covenants or restrictions cannot be adequately remedied by action at law or exclusively by recovery of damages.

Section 4. Successors of Declarant. Any and all rights, reservations, easements, interests, exemptions, privileges and powers of the Declarant hereunder, or any part of them, may be assigned and transferred (exclusively or non-exclusively) by the Declarant, with or without notice to the Association.

Section 5. Incorporation by Reference on Resale. In the event the owner sells or otherwise transfers any lot, any deed purporting to effect such transfer shall contain a provision incorporating by reference the covenants, restrictions, servitudes, easements, charges and liens set forth in this Declaration.

Section 6. Notices. Any notice required to be sent to any member or owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, by ordinary mail, postpaid, to the last known address of the person who appears as member or owner on the records of the Association at the time of such mailing.

Section 7. No Dedication to Public Use. Nothing herein contained shall be construed as a dedication to public use or as an acceptance for maintenance of any common areas or community facility by any public or municipal agency, authority, or utility and no public or municipal agency, authority or utility shall have any responsibility or liability for the maintenance or operation of any of the common areas or community facilities.

Section 8. Severability. Invalidation of any of these covenants or restrictions by judgment, decree or order shall in no way affect any other provisions hereof, each of which shall remain in full force and effect.

Section 9. Consents. Any other provision of this Declaration to the contrary notwithstanding, neither the members, the Board of Directors nor the Association shall, by act or omission, take any of the following actions without the prior written consent and approval of the holders of all first mortgages of record on the lots:

(a) abandon, partition, subdivide, encumber, sell or transfer any of the common areas and community facilities; provided, however, that the granting of rights-of-way, easements and the like for public utilities or for other purposes consistent with the use of the common areas and community facilities by the members of the Association shall not be considered a transfer within the meaning of this Section; or

(b) abandon or terminate this Declaration; or

(c) modify or amend any material or substantive provision of this Declaration or the By-Laws of the Association; or

(d) substantially modify the method of determining and collecting maintenance assessments as provided in this Declaration.

Section 10. Consent of Federal Housing Administration or Veterans Administration. Provided that any lot in the project is then encumbered by a deed of trust or mortgage which is insured by the Federal Housing Administration or guaranteed by the Veterans Administration and, provided further, that there are then Class B memberships of the Association outstanding, neither the members, the Board of Directors nor the Association shall, by act or omission, take any of the following actions without the prior written consent and approval of the Federal Housing Administration or the Veterans Administration, or without the prior written approval of at least seventy-five percent (75%) of the first mortgagees (based upon one vote for each mortgage owned) as the circumstances may require:

(a) abandon, partition, subdivide, encumber, sell or transfer any of the common areas and community facilities; provided, however, that the granting of rights-of-way, easements and the like for public utilities or for other purposes consistent with the use of the common areas and community facilities by the members of the Association shall not be considered a transfer within the meaning of this Section; or

(b) abandon or terminate this Declaration; or

(c) modify or amend any provision of this Declaration or the By-Laws of the Association.

Section 11. Additional Rights of Mortgagees - Notice. The Association shall promptly notify the holder of the first mortgage on any lot for which any assessment levied pursuant to the Declaration or any installment thereof, becomes delinquent for a period in excess of thirty (30) days and the Association shall promptly notify the holder of the first mortgage on any lot with respect to which any default in any other provision of this Declaration remains uncured for a period in excess of thirty (30) days following the date of such default. Any failure to give any such notice shall not affect the validity or priority of any first mortgage on any lot and the protection extended in this Declaration to the holder of any such mortgage shall not be altered, modified or diminished by reason of such failure.

No suit or other proceeding may be brought to foreclose the lien for any assessment levied pursuant to this Declaration except after ten (10) days' written notice to the holder of the first mortgage on the lot which is the subject matter of such suit or proceeding.

Any institutional first mortgagee of any lot upon The Property may pay any taxes, utility charges or other charge levied against the common areas and community facilities which are in default and which may or have become a charge or lien against any of the common areas and community facilities and any such institutional first mortgagee may pay any overdue premiums on any hazard insurance policy or secure new hazard insurance coverage on the lapse of any policy, with respect to the common areas and community facilities. Any first mortgagee who advances any such payment shall be due immediate reimbursement of the amount so advanced from the Association.

Section 12. Casualty Losses. In the event of substantial damage or destruction to any of the common areas or community facilities, the Board of Directors of the Association shall give prompt written notice of such damage or destruction to the holders of all first mortgages of record on the lots. No provision of this Declaration or the By-Laws of the Association shall entitle any member to any priority over the holder of any first mortgage of record on his lot with respect to the distribution to such member of any insurance proceeds paid or payable on account of any damage or destruction of any of the common areas or community facilities.

Section 13. Condemnation or Eminent Domain. In the event any part of the common areas and community facilities is made the subject matter of any condemnation or eminent domain proceeding, or is otherwise sought to be acquired by any condemning authority, then the Board of Directors of the Association shall give prompt written notice of any such proceeding or proposed acquisition to the holders of all first mortgages of record on the lots. No provision of this Declaration or the By-Laws of the Association shall entitle any member to any priority over the holder of any first mortgage of record on his lot with respect to the distribution to such member of the proceeds of any condemnation or settlement relating to a taking of any of the common areas and community facilities.

Section 14. Captions and Gender. The captions contained in this Declaration are for convenience only and are not a part of this Declaration and are not intended in any way to limit or enlarge the terms and provisions of this Declaration. Whenever the context so requires, the male shall include all genders and the singular shall include the plural.

Section 15. Rights of the Maryland-National Capital Park and Planning Commission ("Commission" herein). Any other provision of this Declaration to the contrary notwithstanding, neither the members nor the Board of Directors shall, by act or omission, take any of the following actions without the prior written consent of the Commission, which approval shall not be unreasonably withheld or delayed:

- (a) make any annexation or additions pursuant to Article II of this Declaration; or
- (b) abandon, partition, dedicate, subdivide, encumber, sell or transfer any of the Common Areas or Community Facilities; provided, however, that the granting of rights-of-way, easements and the like for public utilities or for other purposes consistent with the use of the Common Areas and Community Facilities by the members of the Federation shall not be considered a transfer within the meaning of this Article; or
- (c) abandon or terminate the Declaration; or
- (d) modify or amend any material or substantive provision of this Declaration, the By-laws or the Articles of Incorporation of the Association; or
- (e) merge or consolidate the Association with any other entity or sell, lease, exchange or otherwise transfer or substantially all of the assets of the Federation to any other entity.

The Commission shall have the right to bring action for any legal or equitable relief necessary to enforce the rights and powers granted to the Commission hereunder.

IN WITNESS WHEREOF, PORTEN-SULLIVAN CORPORATION has caused these presents to be executed in its name and on its behalf by its President, Richard A. Sullivan and does hereby constitute and appoint the said Richard A. Sullivan its true and lawful attorney in fact to execute, acknowledge and deliver these presents.

PORTEN-SULLIVAN CORPORATION

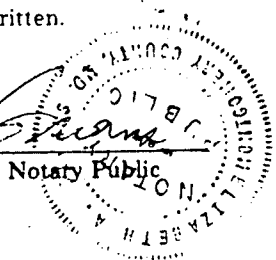
by *Richard A. Sullivan*
Richard A. Sullivan, President

STATE OF MARYLAND)
COUNTY OF MONTGOMERY) ss:

I HEREBY CERTIFY that on this 7th day of 9, 1982, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared RICHARD A. SULLIVAN, who is personally well known to me to be the President of PORTEN-SULLIVAN CORPORATION, and the person named as attorney-in-fact in the foregoing Declaration and by virtue of the authority vested by said instrument, acknowledged the same to be the act and deed of RICHARD A. SULLIVAN and that he executed the same for the purposes therein contained.

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

Elizabeth H. Stevens
Elizabeth Stevens Notary Public



My commission expires: July 1, 1982⁶

I HEREBY CERTIFY that the within Declaration was prepared by the undersigned, a member in good standing of the Bar of the Court of Appeals of Maryland.

Patrick C. McKeever
Patrick C. McKeever

EXHIBIT A

Lots 11 through and including 24 in Block A and Parcel B in a subdivision known as "GERMANTOWN VIEW," as per plat thereof recorded in Plat Book 116 at plat no. 13694 among the Land Records for Montgomery County, Maryland;

and

Lots 25 through and including 27 in Block A and Parcel C in a subdivision known as "GERMANTOWN VIEW," as per plat thereof recorded in Plat Book 116 at plat no. 13691 among the Land Records for Montgomery County, Maryland.

<u>Lot</u>	<u>Account No.</u>
11	2155005
12	2155016
13	2155027
14	2155038
15	2155040
16	2155051
17	2155062
18	2155073
19	2155084
20	2155095
21	2155107
22	2155118
23	2155120
24	2155131
25	2153713
26	2153724
27	2153735
Parcel B	2154898
Parcel C	2153702

EXHIBIT A-1

All the rest, residue and remainder of those certain lots described in Plats numbered 13694, 13691, 13692, and 13695, together with the unsubdivided abutting lands of the Declarant.

BY-LAWS
OF
SENECA FOREST COMMUNITY ASSOCIATION, INC.

ARTICLE I

Name and Location

Section 1. Name and Location. The name of this Association is as follows:

SENECA FOREST COMMUNITY ASSOCIATION, INC.

Its principal office and mailing address is initially located at:

ARTICLE II

Definitions

Section 1. Declarant. "Declarant", as used herein means, Porten-Sullivan Corporation, a corporation organized and existing under the laws of the State of Delaware.

Section 2. The Project. The "project", as used herein, means that certain community being developed by the Declarant in Montgomery County, Maryland known as "Seneca Forest".

Section 3. Declaration. "Declaration, as used herein, means that certain Declaration made by the Declarant on the ^{7th} day of ~~Sept.~~ ^{Sept.}, 1982, which Declaration was recorded on the day of ~~14-Sept, 1982~~ ^{in liber 5908} at page ~~872~~ , among the Land Records for Montgomery County, Maryland.

Section 4. Mortgagee. "Mortgagee", as used herein, means the holder of any recorded mortgage, or the party secured or beneficiary of any recorded deed of trust, encumbering one or more of the lots. "Mortgage", as used herein, shall include deed of trust. "First Mortgage", as used herein, shall mean a mortgage with priority over other mortgages. As used in these By-Laws, the term "mortgagee" shall mean any mortgagee and shall not be limited to institutional mortgagees. As used in these By-Laws, the term "institutional mortgagee" or "institutional holder" shall include banks, trust companies, insurance companies, mortgage insurance companies, savings and loan associations, mutual savings banks, credit unions, trusts, pension funds, mortgage companies, Federal National Mortgage Association ("FNMA"), Federal Home Loan Mortgage Corporation ("FHLMC"), all corporations and any agency or department of the United States Government or of any State or municipal government. As used in these By-Laws, the term "holder" or "mortgagee" shall include the parties secured by any deed of trust or any beneficiary thereof.

Section 5. Other Definitions. Unless it is plainly evident from the context that a different meaning is intended, all other terms used herein shall have the same meaning as they are defined to have in the Declaration.

ARTICLE III

Membership

Section 1. Membership. The Association shall have two classes of voting memberships which shall be known as "Class A" and "Class B":

(A) Every person, group of persons, corporation, partnership, trust or other legal entity, or any combination thereof, who is a record owner of a fee interest in any lot which is part of the premises described in Article II of the Declaration, or which otherwise becomes subject by the covenants set forth in the Declaration to assessment by the Association, shall be a Class A member of the Association; provided, however, that any such person group of persons, corporation, partnership, trust or other legal entity who holds such interest solely as security for the performance of an obligation shall not be a Class A member solely on account of such interest. Each Class A member shall be entitled to one (1) vote for each lot in which such member holds the interest required for Class A membership.

(b) The Class B member shall be the Declarant, its nominee or nominees, and shall include every person, group of persons, corporation, partnership, trust or other legal entity, or any combination thereof, who shall obtain any Class B membership by specific assignment from the Declarant. The Class B member or members shall have one Class B membership for each lot in which such member holds the interest otherwise required for Class A membership. Each Class B member shall be entitled to three (3) votes for each lot in which such member holds the interest otherwise required for Class A membership. Each Class B membership shall lapse and become a nullity on the first to happen of the following events:

- (i) thirty (30) days following the date on which the total authorized, issued and outstanding Class A memberships equal the total authorized, issued and outstanding Class B memberships multiplied by three (3); or
- (ii) on January 1, 1988; or
- (iii) upon the surrender of said Class B memberships by the then holders thereof for cancellation on the books of the Association.

Upon the lapse or surrender of any of the Class B memberships as provided for in this Article, the Declarant shall thereafter remain a Class A member of the Association as to each and every lot in which the Declarant then holds the interest otherwise required for such Class A membership. In the event additional property is annexed to the property described in Article II of the Declaration subsequent to the date specified in Section 1(b)(i) or Section 1(b)(ii) of this Article, then the Declarant shall be a Class B member as to each lot which it owns in such annexed property subject to the limitations set forth in this Article.

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

Section 2. Liquidation Rights. In the event of any voluntary or involuntary dissolution of the Association each Class A member of the Association shall be entitled to receive out of the assets of the Association available for distribution to the members an amount equal to that proportion of such assets which the number of Class A memberships held by such member bears to the total number of Class A memberships of the Association then issued and outstanding.

ARTICLE IV

Meeting of Members

Section 1. Place of Meeting. Meetings of the memberships shall be held at the principal office or place of business of the Association or at such other suitable place within the State of Maryland which is reasonably convenient to the membership and as may from time to time be designated by the Board of Directors.

Section 2. Annual Meetings. The first annual meeting of the members of the Association shall be held at such time and place as may be designated by the Board of Directors; provided, however, that the first annual meeting of members shall be held within one (1) year from the date of the filing of the Articles of Incorporation of the Association. Thereafter, the annual meetings of the members shall be held on the third Monday of January each succeeding year or at such other date as the Board of Directors may from time to time prescribe. At such meeting there shall be elected by ballot of the members a Board of Directors in accordance with the requirements of Article V of these By-Laws. The members may, also transact such other business as may properly come before them.

Section 3. Special Meetings. It shall be the duty of the President to call a special meeting of the members as directed by resolution of the Board of Directors or upon a petition signed by at least twenty percent (20%) of each class of the then members, having been presented to the Secretary; provided, however, that no special meetings shall be called, except upon resolution of the Board of Directors, prior to the first annual meeting of members as hereinabove provided for. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 4. Notice of Meetings. It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof, as well as the time and place where it is to be held, to each member of record, at his address as it appears on the membership books of the Association or, if no such address appears, at his last known place of address, at least ten (10) but not more than ninety (90) days prior to such meeting. Notice by either such method shall be considered as notice served. Attendance by a member at any meeting of the members shall be a waiver of notice by him of the time, place and purpose thereof. Notice of any annual or special meeting of the members of the Association may also be waived by any member either prior to, at or after any such meeting.

Section 5. Roster of Membership. The Board of Directors of the Association shall maintain a current roster of the names and addresses of each member to which written notice of meetings of the members of the Association shall be delivered or mailed. Each unit owner shall furnish the Board of Directors with his name and current mailing address.

Section 6. Quorum. The presence, either in person or by proxy, of members representing at least forty percent (40%) of the total votes of record, shall be requisite for, and shall constitute a quorum for the transaction of business at all meetings of members. If the number of members at a meeting drops below the quorum and the question of a lack of a quorum is raised, no business may thereafter be transacted.

Section 7. Adjourned Meetings. If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may, except as otherwise provided by law, adjourn the meeting to a time not more than forty-eight (48) hours from the time the original meeting was called.

Section 8. Voting. At every meeting of the members, each Class A member shall have the right to cast one (1) vote for each Class A membership which he owns on each question. Each of the Class B members shall have the right to cast three (3) votes for each Class B membership which he owns on each question. The vote of the members representing fifty-one percent (51%) of the total votes of the membership present at the meeting, in person or by proxy, calculated as aforesaid, shall be necessary to decide any question brought before such meeting, unless the question is one upon which, by the express provision of law or of the Articles of Incorporation, or of the Declaration or of these By-Laws, a different vote is required, in which case such express provision shall govern and control. The vote for any membership which is owned by more than one person may be exercised by any of the owners present at any meeting unless any objection or protest by any other owner of such membership is noted at such meeting. In the event all of the co-owners of any membership who are present at any meeting of the members are unable to agree on the manner in which the votes for such membership shall be cast on any particular question, then such vote shall not be counted for purposes of deciding that question. In the event any membership is owned by a corporation, then the vote for any such membership shall be cast by a person designated in a certificate signed by the President or any Vice President of such corporation and attested by the Secretary or an Assistant Secretary of such corporation and filed with the Secretary of the Association, prior to or during the meeting. The vote for any membership which is owned by a trust or partnership may be exercised by any trustee or partner thereof, as the case may be and, unless any objection or protest by any other such trustee or partner is noted at such meeting, the Chairman of such meeting shall have no duty to inquire as to the authority of the person casting such vote or votes. No Class A member shall be eligible to vote, either in person or by proxy, or to be elected to the Board of Directors, or who is shown on the books or management accounts of the Association to be more than sixty (60) days' delinquent in any payment due the Association.

Whenever in these By-Laws any action is required to be taken by a specified percentage of "each class of the then members" of the Association, then such action shall be required to be taken separately by the specified percentage of the votes of the then outstanding Class A members of the Association and the specified percentage of the votes of the then outstanding Class B members of the Association. Whenever in these By-Laws any action is required to be taken by a specified percentage of the votes of "both classes of the then members" of the Association or by a specified percentage of the "then members" of the Association, then such action shall be required to be taken by a specified percentage of the votes of the then outstanding cumulative membership of the Association.

Section 9. Proxies. A member may appoint any other member or the Declarant or the Management Agent as his proxy. In no case may any member (except the Declarant) cast more than one (1) vote by proxy in addition to his own vote. Any proxy must be in writing and must be filed with the Secretary in form approved by the Board of Directors before the appointed time of each meeting. Unless limited by its terms, any proxy shall continue until revoked by a written notice of revocation filed with the Secretary or by the death of the member; provided, however, that no proxy shall be effective for a period in excess of one hundred eighty (180) days unless granted to a mortgagee or lessee of the lot to which the votes are appurtenant.

Section 10. Rights of Mortgagees. Any institutional mortgagee of any lot who desires notice of the annual and special meetings of the members shall notify the Secretary to that effect by Registered Mail - Return Receipt Requested. Any such notice shall contain the name and post office address of such institutional mortgagee and the name of the person to whom notice of the annual and special meetings of the members should be addressed. The Secretary of the Association shall maintain a roster of all institutional mortgagees from whom such notices are received and it shall be the duty of the Secretary to mail or otherwise cause the delivery of a notice of each annual or special meeting of the members to each such institutional mortgagee, in the same manner, and subject to the same requirements and limitations as are otherwise provided in this Article for notice to the members. Any such institutional mortgagee shall be entitled to designate a representative to attend any annual or special meeting of the members and such representative may participate in the discussion at any such meeting and may, upon his request made to the Chairman in advance of the meeting, address the members present at any such meeting. Such representative shall have no voting rights at any such meeting. Such representative shall be entitled to copies of the minutes of all meetings of the members upon request made in writing to the Secretary.

Section 11. Order of Business. The order of business at all regularly scheduled meetings of the members shall be as follows:

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

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

Section 12. Rules of Order and Procedure. The rules of order and all other matters of procedure at all annual and special meetings of the members shall be determined by the Chairman of such meeting.

Section 13. Inspectors of Election. The Board of Directors may, in advance of any annual or special meeting of the members appoint an uneven number of one or more inspectors of election to act at the meeting and at any adjournment thereof. In the event inspectors are not so appointed, the Chairman of any annual or special meeting of members shall appoint such inspectors of election. Each inspector so appointed, before entering upon the discharge of his duties, shall take and sign an oath faithfully to execute the duties of inspector of election at such meeting. The oath so taken shall be filed with the Secretary of the Association. No officer or Director of the Association, and no candidate for Director of the Association, shall act as an inspector of election at any meeting of the members if one of the purposes of such meeting is to elect Directors.

ARTICLE V

Directors

Section 1. Number and Qualifications. The affairs of the Association, shall be governed by the Board of Directors composed of an uneven number of at least three (3) natural persons and not more than nine (9) natural persons, a majority of whom (after the lapse of all of the Class B memberships as provided in Article III of these By-Laws) shall be members of the Association, but there shall be no fewer than (5) directors after the first annual meeting.

From and after the annual meeting of members which next follows the date on which 65% or more of the Lots then subjected to the Declaration have been conveyed to Class A members, at least one-third (1/3) of the Directors shall be selected from and by the Class A members.

Prior to the lapse of all of the Class B memberships as provided in Article III of these By-Laws, the number of Directors shall be determined, from time to time, by a vote of the initial Directors hereinafter named. Thereafter, the number of Directors shall be determined by a vote of the members at the annual meeting of members and the number of Directors may be changed by a vote of the members at any subsequent annual or special meeting of the members; provided, however, that (a) the limitations of this Section shall continue to apply; and (b) no such change shall operate to curtail or extend the term of any incumbent Director.

Section 2. Initial Directors. The initial Directors shall be selected by the Declarant and need not be members of the Association. The names of the Directors who shall act as such from the date upon which the Declaration is recorded among the Land Records for Montgomery County, Maryland, until the first annual meeting of the members or until such time as their successors are duly chosen and qualified are as follows:

Section 3. Powers and Duties. The Board of Directors shall have all the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law or by the Declaration or these By-Laws directed to be exercised and done by the members. The powers and duties of the Board of Directors shall include, but shall not be limited to, the following:

To provide for the

(a) care, upkeep and surveillance of the common areas and community facilities and services in a manner consistent with law and the provisions of these By-Laws and the Declaration; and

(b) establishment, collection, use and expenditure of assessments and carrying charges from the members and for the assessment, the filing and enforcement of liens therefor in a manner consistent with law and the provisions of these By-Laws and the Declaration; and

(c) designation, hiring and dismissal of the personnel necessary for the good working order and proper care of the common areas and community facilities and to provide services for the project in a manner consistent with law and the provisions of these By-Laws and the Declaration; and

(d) promulgation and enforcement of such rules and regulations and such restrictions on or requirements as may be deemed proper respecting the use, occupancy and maintenance of the common areas and community facilities as are designated to prevent unreasonable interference with the use of the common areas and community facilities by the members and others, all of which shall be consistent with law and the provisions of these By-Laws and the Declaration; and

(e) authorization, in their discretion, of the payment of refunds from residual receipts when and as reflected in the annual report; and

(f) to enter into agreements whereby the Association acquires leaseholds, memberships and other possessory or use interests in real or personal property for the purpose of promoting the enjoyment, recreation or welfare of the members and to declare expenses incurred in connection therewith to be common expenses of the Association; and

(g) to purchase insurance upon the common areas and community facilities in the manner provided for in these By-Laws; and

(h) to repair, restore or reconstruct all or any part of the common areas and community facilities after any casualty loss in a manner consistent with law and the provisions of these By-Laws and to otherwise improve the common areas and community facilities; and

(i) to lease, grant licenses, easements, rights-of-way and other rights of use in all or any part of the common areas and community facilities; and

(j) to purchase lots and to lease, mortgage or convey the same, subject to the provisions of these By-Laws and the Declaration; and

(k) to appoint the members of the Architectural and Environmental Control Committee provided for in the Declaration and to appoint the members of such other committees as the Board of Directors may from time to time designate.

Section 4. Management Agent. The Board of Directors may employ for the Association a management agent or manager (the "Management Agent") at a rate of compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall from time to time authorize in writing.

Section 5. Election and Term of Office. The term of the Directors named herein shall expire when their successors have been elected at the first annual meeting of members and are duly qualified. The election of Directors shall be by secret written ballot, unless balloting is dispensed with by the unanimous consent of the members present at any meeting, in person or by proxy. There shall be no cumulative voting. At the first annual meeting of the members, the term of office of the Director receiving the greatest number of votes shall be fixed for three (3) years. The term of office of the Director receiving the second greatest number of votes shall be fixed for two (2) years and the term of office of the other Director or Directors shall be fixed for one (1) year. At the expiration of the initial term of office of each respective Director, his successor shall be elected to serve a term of three (3) years. In the alternative, the membership may, by resolution duly made and adopted at the first annual meeting of members, or at any subsequent annual meeting, resolve to fix the term for each Director elected at any such meeting at one (1) year. Directors shall hold office until their successors have been elected and hold their first regular meeting.

Section 6. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the membership shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum, and each person so elected shall be a Director until a successor is elected by the members at the next annual meeting to serve out the unexpired portion of the term; provided, however, that until the lapse of all of the Class B memberships as provided in Article III of these By-Laws the Declarant shall appoint Directors to fill vacancies created in the Board of Directors.

Section 7. Removal of Directors. At an annual meeting of members, or at any special meeting duly called for such purpose (but only after the lapse of all of the Class B memberships as provided in Article III of these By-Laws) any Director may be removed with or without cause by the affirmative vote of the majority of the votes of the members present and voting, in person or by proxy, and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the members shall be given an opportunity to be heard at the meeting. The term of any Director who is a Class A member of the Association who becomes more than sixty (60) days' delinquent in payment of any assessments or carrying charges due the Association may be terminated by resolution of the remaining Directors and the remaining Directors shall appoint his successor as provided in this Article.

Section 8. Compensation. No compensation shall be paid to Directors for their services as Directors. Directors may be reimbursed for their actual out-of-pocket expenses incurred in connection with their services as Directors.

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

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

Section 11. Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) days' notice of each Director, given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least one-half (1/2) of the Directors.

Section 12. Waiver of Notice. Before, at or after any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board of Directors shall be a waiver of notice by him of the time, place and purpose thereof. If all the Directors are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting.

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

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

Section 15. Rights of Mortgagees. Any institutional mortgagee of any lot who desires notice of the regular or special meetings of the Board of Directors shall notify the Secretary to that effect by Registered Mail - Return Receipt Requested. Any such notice shall contain the name and post office address of such institutional mortgagee and the name of the person to whom notice of the regular and special meetings of the Board of Directors should be addressed. The Secretary of the Association shall maintain a roster of all institutional mortgagees from whom such notices are received and it shall be the duty of the Secretary to mail or otherwise cause the delivery of a notice of each regular or special meeting of the Board of Directors to each such institutional mortgagee, in the same manner and subject to the same requirements and limitations, as are otherwise provided in this Article for notice to the members of the Board of Directors. Any such institutional mortgagee shall be entitled to designate a representative to attend any regular or special meeting of the Board of Directors and such representatives may participate in the discussion at any such meeting and may, upon his request made to the Chairman in advance of the meeting, address the members of the Board of Directors present at any such meeting. Such representative shall be entitled to copies of the minutes of all meetings of the Board of Directors upon request made in writing to the Secretary.

Section 16. Fidelity Bonds. The Board of Directors shall require that all officers, Directors and employees of the Association regularly handling or otherwise responsible for the funds of the Association shall furnish adequate fidelity bonds or equivalent insurance against acts of dishonesty in accordance with the requirements of Article VII of these By-Laws. The premiums on such bonds or insurance shall be paid by the Association.

ARTICLE VI

Officers

Section 1. Designation. The principal officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, all of whom shall be elected by the Board of Directors. Prior to the lapse of all of the Class B memberships as provided in Article III of these By-Laws, the officers of the Association need not be members of the Association. Thereafter, except for the President, the officers of the Association need not be members of the Association. The Board of Directors may appoint an assistant secretary and an assistant treasurer and such other officers as in their judgment may be necessary. The offices of Secretary and Treasurer may be filled by the same person.

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

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

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

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

Section 6. Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the members of the Association. The Secretary shall give notice of all annual and special meetings of the members of the Association in conformity with the requirements of these By-Laws. The Secretary shall have custody of the seal of the Association, if any. The Secretary shall have charge of the membership transfer books and of such other books and papers as the Board of Directors may direct and he shall, in general, perform all of the duties incident to the office of Secretary.

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

ARTICLE VII

Insurance

Section 1. Insurance. The Board of Directors of the Association shall obtain and maintain, to the extent reasonably available, at least the following:

(a) casualty or physical damage insurance in an amount equal to the full replacement value (i.e., 100% "replacement cost" exclusive of land, foundation and excavation) of the common areas and community facilities (including all building service equipment and the like) with an "Agreed Amount Endorsement" or its equivalent, a "Demolition Endorsement" or its equivalent, an "Increased Cost of Construction Endorsement" or its equivalent and a "Contingent Liability from Operation of Building Laws Endorsement" or its equivalent, without deduction or allowance for depreciation, as determined annually by the Board of Directors with the assistance of the insurance company affording such coverage, such coverage to afford protection against at least:

- (i) loss or damage by fire and other hazards covered by the standard extended coverage endorsement; and
- (ii) such other risks as shall customarily be covered with respect to projects similar in construction, location and use, including, but not limited to, sprinkler leakage, debris removal, cost of demolition, vandalism, malicious mischief, windstorm, water damage, boiler and machinery explosion or damage, and such other insurance as the Board of Directors may from time to time determine; and

(b) A comprehensive policy of public liability insurance with a "Severability of Interest Endorsement" or its equivalent in such amounts and in such forms as may be considered appropriate by the Board of Directors (but not less than One Million and *** No/100 Dollars (\$1,000,000.00) covering all claims for bodily injuries and/or property damage arising out of a single occurrence) including, but not limited to, water damage liability, legal liability, hired automobile liability, non-owned automobile liability, liability for property of others and, if applicable, elevator collision, garage keeper's liability, host liquor liability, and such other risks as shall customarily be covered with respect to projects similar in construction, location and use, including any and all other liability incident to the ownership and use of the common areas and community facilities or any portion thereof.

(c) workmen's compensation insurance to the extent necessary to comply with any applicable law; and

(d) a "Legal Expense Indemnity Endorsement", or its equivalent, affording protection for the officers and Directors of the Association for expenses and fees incurred by any of them in defending any suit or settling any claim, judgment or cause of action to which any such officer or Director shall have been made a party by reason of his or her services as such; and

(e) such other policies of insurance, including insurance for other risks of a similar or dissimilar nature and fidelity coverage as required by these By-Laws, as are or shall hereafter be considered appropriate by the Board of Directors. The Board of Directors shall maintain adequate fidelity coverage to protect against dishonest acts on the part of officers and Directors of the Association, trustees and volunteers for the Association and such employees and agents of the Association who handle or are responsible for the handling of funds of the Association. Such fidelity coverage shall meet at least the following requirements:

- (i) all such fidelity bonds and policies of insurance shall name the Association as obligee or named insured, as the circumstances may require; and
- (ii) all such fidelity bonds and policies of insurance shall be written in an amount equal to at least one hundred percent (100%) of the estimated annual operating budget of the Association, including reserves; and

- (iii) all such fidelity bonds and policies of insurance shall contain waivers of any defense based upon the exclusion of volunteers and other persons who serve without compensation from any definition of "employee" or similar expression; and
- (iv) all such fidelity bonds and insurance shall provide that they may not be cancelled or substantially modified (including cancellation for non-payment of premium) without at least thirty (30) days' prior written notice to any and all obligees and insureds named thereon and to any mortgagee of any lot who requests such notice in writing.

Section 2. Limitations. Any insurance obtained pursuant to the requirements of this Article shall be subject to the following provisions:

(a) all policies shall be written or reinsured with a company or companies licensed to do business in the State of Maryland and holding a rating in the upper thirty (30) percentile of companies rated in the current edition of **Best's Insurance Guide**.

(b) exclusive authority to negotiate losses under said policies shall be vested in the Board of Directors of the Association, or its authorized representative.

(c) in no event shall the insurance coverage obtained and maintained pursuant to the requirements of this Article be brought into contribution with insurance purchased by the owners of the lots or their mortgagees, as herein permitted, and any "no other insurance" or similar clause in any policy obtained by the Association pursuant to the requirements of this Article shall exclude such policies from consideration.

(d) such policies shall contain no provision relieving the insurer from liability because of loss occurring while the hazard is increased in the building, whether or not within the control or knowledge of the Board of Directors and shall contain no provision relieving the insurer from liability by reason of any breach of warranty or condition caused by the Board of Directors or any members of the Association, or any of their respective agents, employees, tenants, mortgagees or invitees or by reason of any act of neglect or negligence on the part of any of them.

(e) all policies shall provide that such policies may not be cancelled or substantially modified (including cancellation for non-payment of premium) without at least thirty (30) days' prior written notice to any and all insureds named thereon, including any mortgagee of any lot who requests such notice in writing.

(f) all policies of casualty insurance shall provide that, notwithstanding any provisions thereof which give the carrier the right to elect to restore damage in lieu of making a cash settlement, such option shall not be exercisable without the prior written approval of the Board of Directors or when in conflict with the provisions of these By-Laws or the provisions of the Declaration.

(g) all policies shall contain a waiver of subrogation by the insurer as to any and all claims against the Association, the Board of Directors, the members of the Association and their respective agents, employees or tenants, and of any defenses based upon co-insurance or invalidity arising from the acts of the insured.

ARTICLE VIII

Casualty Damage - Reconstruction or Repair

Section 1. Use of Insurance Proceeds. In the event of damage or destruction to the common areas and community facilities by fire or other casualty, the same shall be promptly repaired, replaced or reconstructed in substantial conformity with the original plans and specifications for the common areas and community facilities with the proceeds of insurance available for that purpose, if any. The Association shall not use the proceeds of casualty insurance received as a result of damage or destruction of the common areas and community facilities for purposes other than the repair, replacement or reconstruction of the common areas and community facilities without the prior written consent and approval of the holders of all first mortgages of record on the lots.

Section 2. Proceeds Insufficient. In the event that the proceeds of insurance are not sufficient to repair damage or destruction of the common areas and community facilities caused by fire or other casualty, or in the event such damage or destruction is caused by any casualty not insured against, then and in either of those events, upon resolution of the Board of Directors, the repair, replacement or reconstruction of the damage shall be accomplished promptly by the Association at its common expense.

ARTICLE IX

Fiscal Management

Section 1. Fiscal Year. The fiscal year of the Association shall begin on the first day of January every year, except for the first fiscal year of the Association which shall begin at the date of recordation of the Declaration among the Land Records for Montgomery County, Maryland. The commencement date of the fiscal year herein established shall be subject to change by the Board of Directors should the practice of the Association subsequently dictate.

Section 2. Principal Office - Change of Same. The principal office of the Association shall be as set forth in Article I of these By-Laws. The Board of Directors, by appropriate resolution, shall have the authority to change the location of the principal office of the Association from time to time.

Section 3. Books and Accounts. Books and accounts of the Association shall be kept under the direction of the Treasurer in accordance with generally accepted accounting practices, consistently applied. The same shall include books with detailed accounts, in chronological order, of receipts and of the expenditures and other transactions of the Association and its administration and shall specify the maintenance and repair expenses of the common areas and community facilities, services required or provided with respect to the same and any other expenses incurred by the Association. The amount of any assessment or portion of any assessment, required for payment of any capital expenditures or reserves of the Association shall be credited upon the books of the Association to the "Paid-in-Surplus" account as a capital contribution by the members. The receipts and expenditures of the Association shall be credited and charged to other accounts under at least the following classifications:

(a) "Current Operations" which shall involve the control of actual expenses of the Association, including reasonable allowances for necessary contingencies and working capital funds in relation to the assessments and expenses hereinelsewhere provided for; and

(b) "Reserves for Deferred Maintenance" which shall involve the control of monthly funding and maintenance of such deferred maintenance costs and reserves as are approved by the Board of Directors from time to time; and

(c) "Reserves for Replacement" which shall involve the control of such reserves for replacement as are provided for in these By-Laws and as may from time to time be approved by the Board of Directors; and

(d) "Other Reserves" which shall involve the control over funding and charges against any other reserve funds which may from time to time be approved by the Board of Directors; and

(e) "Investments" which shall involve the control over investment of reserve funds and such other funds as may be deemed suitable for investment on a temporary basis by the Board of Directors; and

(f) "Betterments" which shall involve the control over funds to be used for the purpose of defraying the cost of any construction or reconstruction, unanticipated repair or replacement of the common areas and community facilities and for expenditures for additional capital improvements or personal property made or acquired by the Association with the approval of the Board of Directors.

Section 4. Auditing. At the close of each fiscal year, the books and records of the Association shall be audited by an independent Certified Public Accountant whose report shall be prepared and certified in accordance with generally accepted auditing standards, consistently applied. Based upon such report, the Association shall furnish the members and any mortgagee requesting the same with an annual financial statement, including the income and disbursements of the Association, within ninety (90) days following the end of each fiscal year.

Section 5. Inspection of Books. The book and accounts of the Association, vouchers accrediting the entries made thereupon and all other records maintained by the Association shall be available for examination by the members and their duly authorized agents or attorneys, and to the institutional holder of any first mortgage on any lot and its duly authorized agents or attorneys, during normal business hours and for purposes reasonably related to their respective interests and after reasonable notice.

Section 6. Execution of Corporate Documents. With the prior authorization of the Board of Directors, all notes and contracts shall be executed on behalf of the Association by either the President or a Vice President, and all checks shall be executed on behalf of the Association by such officers, agents or other persons as are from time to time so authorized by the Board of Directors.

Section 7. Seal. The Board of Directors may provide a suitable corporate seal containing the name of the Association, which seal shall be in the charge of the Secretary. If so directed by the Board of Directors, a duplicate seal may be kept and used by the Treasurer or any assistant secretary or assistant treasurer.

ARTICLE X

Amendment

Section 1. Amendments. Subject to the other limitations set forth in these By-Laws, these By-Laws may be amended by the affirmative vote of members representing two-thirds (2/3) of then members of record at any meeting of the members duly called for such purpose in accordance with the provisions and requirements of these By-Laws.

Section 2. Proposal of Amendments. Amendments to these By-Laws may be proposed by the Board of Directors of the Association or by petition signed by at least twenty-five percent (25%) of the total votes of the members, which petition shall be delivered to the Secretary. A description of any proposed amendment shall accompany the notice of any annual or special meeting of the members at which such proposed amendment is to be considered and voted upon. The Declarant, while holding Class B membership, however, shall have the right to unilaterally amend these By-Laws, subject to the limitations set forth in Article X, Section 1, of the Declaration.

ARTICLE XI

Mortgages - Notice - Other Rights of Mortgagees - FHA/VA

Section 1. Notice to Board of Directors. Any owner of any lot in the project who mortgages such lot shall endeavor to promptly notify the Board of Directors of the name and address of his mortgagee and, if requested so to do, shall file a conformed copy of such mortgage with the Board of Directors. The Board of Directors shall maintain a suitable roster pertaining to such mortgages of which notice is received.

Section 2. Consents. Any other provision of these By-Laws or of the Declaration to the contrary notwithstanding, neither the members, the Board of Directors nor the Association shall, by act or omission, take any of the following actions without the prior written consent and approval of the holders of all first mortgages of record on the lots:

(a) abandon, partition, subdivide, encumber, sell or transfer any of the common areas and community facilities; provided, however, that the granting of rights-of-way, easements and the like for public utilities or for other purposes consistent with the use of the common areas and community facilities by the members of the Association shall not be considered a transfer within the meaning of this Section; or

(b) abandon or terminate the Declaration; or

(c) modify or amend any material or substantive provision of the Declaration or these By-Laws.

Section 3. Casualty Losses. In the event of substantial damage or destruction to any part of the common areas and community facilities, the Board of Directors of the Association shall give prompt written notice of such damage or destruction to the holders of all first mortgages of record on the lots. No provision of these By-Laws shall entitle any member of the Association to any priority over the holder of any first mortgage of record on his lot with respect to the distribution to such member of any insurance proceeds.

Section 4. Condemnation or Eminent Domain. In the event any portion of the common areas or community facilities is made the subject matter of any condemnation or eminent domain proceeding, or is otherwise sought to be acquired by any condemning authority, then the Board of Directors of the Association shall give prompt written notice of any such proceeding or proposed acquisition to the holders of all first mortgages of record on the lots. No provision of these By-Laws shall entitle any member of the Association to any priority over the holder of any first mortgage of record on his lot with respect to the distribution to such member of the proceeds of any condemnation award or settlement.

Section 5. FHA/VA. Provided that any lot in the project is then encumbered by a deed of trust or mortgage which is insured by the Federal Housing Administration or guaranteed by the Veterans Administration and, provided, further, that there are then Class B memberships of the Association outstanding, neither the members, the Board of Directors nor the Association shall, by act or omission, take any of the following actions without the prior written consent and approval of the Federal Housing Administration and the Veterans Administration, as the circumstances may require:

(a) abandon, partition, subdivide, encumber, sell or transfer any of the common areas and community facilities; provided, however, that the granting of rights-of-way, easements and the like for public utilities or for other purposes consistent with the use of the common areas and community facilities by the members of the Association shall not be considered a transfer within the meaning of this Section; or

(b) abandon or terminate the Declaration; or

(c) modify or amend any provision of the Declaration or these By-Laws.

ARTICLE XII

Interpretation - Miscellaneous

Section 1. Conflict. These By-Laws are subordinate and subject to all provisions of the Declaration and to the provisions of the Articles of Incorporation of the Association. All of the terms hereof, except where clearly repugnant to the context, shall have the same meaning as they are defined to have in the Declaration. In the event of any conflict between these By-Laws and the Declaration, the provisions of the Declaration shall control; and in the event of any conflict between these By-Laws and the Articles of Incorporation of the Association, the provisions of the Articles of Incorporation shall control.

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

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

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

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

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

We, being a majority of the Board of Directors of Seneca Forest Community Association, Inc., hereby certify that the foregoing By-Laws were duly adopted at a special meeting of the Board of Directors convened for that purpose on

SUPPLEMENTAL DECLARATION

OF

COVENANTS AND RESTRICTIONS

THIS SUPPLEMENTAL DECLARATION made this 1 day of DECEMBER, 1982, by PORTEN SULLIVAN CORPORATION, a Maryland corporation, (hereinafter called "The Declarant"),

WITNESSETH:

WHEREAS, The Declarant has heretofore caused to be recorded that certain Declaration of Covenants and Restrictions upon property owned by it in a community known as "GERMANTOWN VIEW" (also sometimes called Seneca Forest), which Declaration of Covenants and Restrictions is dated September 7, 1982 and recorded September 14, 1982 in Liber 5928 at folio 872, among the Land Records for Montgomery County, Maryland, and

WHEREAS, Declarant wishes to extend the terms and provisions of said Declaration of Covenants and Restrictions to additional property owned by it;

NOW, THEREFORE, the Declarant hereby declares that the real property described in Exhibit A attached hereto and by this reference made a part hereof shall be held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied and improved subject to the covenants, restrictions, uses, limitations, obligations, easements, equitable servitudes, charges and liens set forth in the aforesaid Declaration of Covenants and Restrictions, all of which are declared and agreed to be running with and binding the property herein described and shall inure to the benefit of and be enforceable by the Declarant, its successors and assigns, and any person acquiring or owning an interest in said property and improvements, including without limitation, any person, group of persons, corporation, trust or other legal entity, or combination thereof, who hold such interest solely as security for the performance of an obligation.

IN WITNESS WHEREOF, Porten Sullivan Corporation, has caused these presents to be executed in its name and on its behalf by Richard A. Sullivan, President, and does hereby appoint the said Richard A. Sullivan as its true and lawful attorney-in-fact to acknowledge and deliver these presents as the act and deed of Porten Sullivan Corporation.

PORTEN SULLIVAN CORPORATION

By: [Signature]
Richard A. Sullivan
President

STATE OF MARYLAND	:		MISC.	53.00
	:	SS:	SUBTOTAL	53.00
COUNTY OF	:		CHECK	53.00

#51835 C001 R01 713:0
DEC 7 8

I HEREBY CERTIFY that on this 1st day of December, 1982, before me, a Notary Public in and for the county and state aforesaid, personally appeared Richard A. Sullivan personally well known to me and acknowledged the foregoing instrument to be the act and deed of the said Richard A. Sullivan as President of Porten Sullivan Corporation, executed for the purposes therein contained.

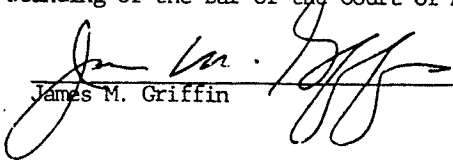
RIDGWAY AND GRIFFIN
6177 EXECUTIVE BLVD
ROCKVILLE, MD 20852

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

[Signature]
Notary Public

My commission expires: 7/1/86

THIS IS TO CERTIFY that the within instrument was prepared by the undersigned, an attorney in good standing of the Bar of the Court of Appeals of Maryland.


James M. Griffin

Title Insurer: N/A
Grantor and Grantee: Porten Sullivan Corporation
7979 Old Georgetown Road
Bethesda, Maryland 20814

SUPPLEMENTAL DECLARATION

OF

COVENANTS AND RESTRICTIONS

THIS SUPPLEMENTAL DECLARATION, made this 18 day of May, 1983, by PORTEN SULLIVAN CORPORATION, a Maryland corporation (hereinafter called the "Declarant").

W I T N E S S E T H:

WHEREAS, the Declarant has heretofore caused to be recorded that certain Declaration of Covenants and Restrictions upon property owned by it in a community known as "GERMANTOWN VIEW" (also sometimes called "Seneca Forest"), which Declaration of Covenants and Restrictions is dated September 7, 1982, and recorded September 14, 1982, in Liber 5928 at folio 872 among the Land Records for Montgomery County, Maryland; and

WHEREAS, the Declarant wishes to extend the terms and provisions of said Declaration of Covenants and Restrictions to additional property owned by it.

NOW, THEREFORE, the Declarant hereby declares that the real property described in "Exhibit A" attached hereto and made a part hereof by reference shall be held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied and improved subject to the covenants, restrictions, uses, limitations, obligations, easements, equitable servitudes, charges and liens set forth in the aforesaid Declaration of Covenants and Restrictions, all of which are declared and agreed to be running with and binding the property herein described and shall inure to the benefit of and be enforceable by the Declarant, its successors and assigns, and any person acquiring or owning an interest in said property and improvements, including without limitation, any person, group of persons, corporation, trust or other legal entity, or combination thereof, who hold such interest solely as security for the performance of an obligation.

IN WITNESS WHEREOF, Porten Sullivan Corporation has caused these presents to be executed in its name and on its behalf by Richard A. Sullivan, President, and does hereby appoint the said Richard A. Sullivan as its true and lawful attorney-in-fact to acknowledge and deliver these presents as the act and deed of Porten Sullivan Corporation.

PORTEN SULLIVAN CORPORATION

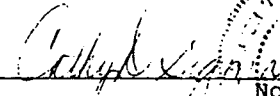
By [Signature]
Richard A. Sullivan, President

STATE OF MARYLAND :
: ss:
COUNTY OF MONTGOMERY :

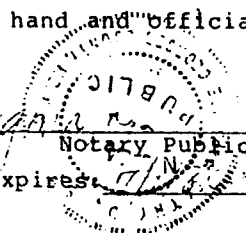
I HEREBY CERTIFY that on this 18 day of May, 1983, before me, a Notary Public in and for the State and County aforesaid, personally appeared RICHARD A. SULLIVAN, personally known to me, and acknowledged the foregoing instrument to be the act and deed of the said Richard A. Sullivan as President of Porten Sullivan Corporation, executed for the purposes therein contained.

1983 MAY 25 PM 12:47
CLERK'S OFFICE
MONTGOMERY COUNTY, MD

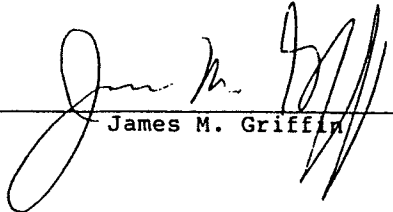
IN WITNESS WHEREOF I have hereunto set my hand and official Seal.



Notary Public
My Commission Expires 7/1/87



THIS IS TO CERTIFY that the within instrument was prepared by the undersigned, an attorney in good standing of the Bar of the Court of Appeals of Maryland.



James M. Griffin

TITLE INSURER: N/A

GRANTOR and GRANTEE: Porten Sullivan Corporation
7979 Old Georgetown Road
Bethesda, Maryland 20814

E X H I B I T " A "

Lots numbered Sixty-Eight (68) and Sixty-Nine (69) and Lots Seventy-Nine (79) through Ninety-Four (94), inclusive, in Block lettered "A" in the subdivision known as "GERMANTOWN VIEW", as per plat of said subdivision recorded in Plat Book 116 at Plat No. 13691 among the Land Records of Montgomery County, Maryland.

ALSO

Lots numbered Seventy (70) through Seventy-Three (73) and Lots numbered Ninety-Five (95) through One Hundred Fifteen (115), inclusive, in Block lettered "A" in the subdivision known as "GERMANTOWN VIEW", as per plat of said subdivision recorded in Plat Book 116 at Plat No. 13692 among the Land Records of Montgomery County, Maryland.

ALSO

Lots numbered Seventy-Four (74) through Seventy-Eight (78), inclusive, in Block lettered "A" in the subdivision known as "GERMANTOWN VIEW", as per plat of said subdivision recorded in Plat Book 116 at Plat No. 13694 among the Land Records of Montgomery County, Maryland.

<u>LOT #</u>	<u>PARCEL IDENTIFICATION NO.</u>	<u>LOT #</u>	<u>PARCEL IDENTIFICATION NO.</u>
68	49-2154147	91	49-2154284
69	49-2154158	92	49-2154295
70	49-2154331	93	49-2154307
71	49-2154342	94	49-2154318
72	49-2154353	95	49-2154375
73	49-2154364	96	49-2154386
74	49-2155142	97	49-2154397
75	49-2155153	98	49-2154400
76	49-2155164	99	49-2154411
77	49-2155175	100	49-2154422
78	49-2155186	101	49-2154433
79	49-2154160	102	49-2154444
80	49-2154171	103	49-2154455
81	49-2154182	104	49-2154876
82	49-2154193	105	49-2154865
83	49-2154205	106	49-2154854
84	49-2154216	107	49-2154843
85	49-2154227	108	49-2154832
86	49-2154238	109	49-2154821
87	49-2154240	110	49-2154810
88	49-2154251	111	49-2154808
89	49-2154262	112	49-2154796
90	49-2154273	113	49-2154785
		114	49-2154774
		115	49-2154763

SUPPLEMENTAL DECLARATION
OF
COVENANTS AND RESTRICTIONS

THIS SUPPLEMENTAL DECLARATION, made this 5th day of October, 1983, by PORTEN SULLIVAN CORPORATION, a Maryland corporation (hereinafter called the "Declarant").

W I T N E S S E T H:

WHEREAS, the Declarant has heretofore caused to be recorded that certain Declaration of Covenants and Restrictions upon property owned by it in a community known as "GERMANTOWN VIEW" (also sometimes called "Seneca Forest"), which Declaration of Covenants and Restrictions is dated September 7, 1982, and recorded September 14, 1982, in Liber 5928 at folio 872 among the Land Records for Montgomery County, Maryland; and

WHEREAS, the Declarant wishes to extend the terms and provisions of said Declaration of Covenants and Restrictions to additional property owned by it.

NOW, THEREFORE, the Declarant hereby declares that the real property described in "Exhibit A" attached hereto and made a part hereof by reference shall be held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied and improved subject to the covenants, restrictions, uses, limitations, obligations, easements, equitable servitudes, charges and liens set forth in the aforesaid Declaration of Covenants and Restrictions, all of which are declared and agreed to be running with and binding the property herein described and shall inure to the benefit of and be enforceable by the Declarant, its successors and assigns, and any person acquiring or owning an interest in said property and improvements, including without limitation, any person, group of persons, corporation, trust or other legal entity, or combination thereof, who hold such interest solely as security for the performance of an obligation.

IN WITNESS WHEREOF, Porten Sullivan Corporation has caused these presents to be executed in its name and on its behalf by Richard A. Sullivan, President, and does hereby appoint the said Richard A. Sullivan as its true and lawful attorney-in-fact to acknowledge and deliver these presents as the act and deed of Porten Sullivan Corporation.

PORTEN SULLIVAN CORPORATION

By 
Richard A. Sullivan, President

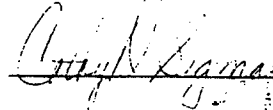
STATE OF MARYLAND :
: ss:
COUNTY OF MONTGOMERY :

I HEREBY CERTIFY that on this 5th day of October, 1983, before me, a Notary Public in and for the State and County aforesaid, personally appeared Richard A. Sullivan, personally known to me, and acknowledged the foregoing instrument to be the act and deed of the said Richard A. Sullivan as President of Porten Sullivan Corporation, executed for the purposes therein contained.

REUBEN AND GREEN
NOTARY PUBLIC STATE OF MARYLAND
MONTGOMERY COUNTY, MARYLAND
NO. 27882
1977-1984

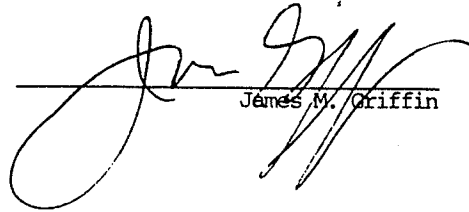
1983 OCT 13 11:37 AM

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


Notary Public

My Commission Expires: 5/4/16

THIS IS TO CERTIFY that the within instrument was prepared by the undersigned, an attorney in good standing of the Bar of the Court of Appeals of Maryland.


James M. Griffin

TITLE INSURER: N/A

GRANTOR and GRANTEE: Porten Sullivan Corporation
7979 Old Georgetown Road
Bethesda, Maryland 20814

EXHIBIT "A"

Lots One Hundred Sixteen (116) through One Hundred Forty-Five (145), inclusive, within "Block A", of the subdivision known as GERMANTOWN VIEW, being located in the Nineth (9th) Election District of Montgomery County, Maryland, and as described and recorded among the Land Records of Montgomery County, Maryland in Plat Book 116 at Plat No. 13692.

AND

Lots One Hundred Forty-Six (146) through One Hundred Seventy (170), inclusive, within "Block A", of the subdivision known as GERMANTOWN VIEW, being located in the Nineth (9th) Election District of Montgomery County, Maryland, and as described and recorded among the Land Records of Montgomery County, Maryland in Plat Book 116 at Plat No. 13695.

AND

Lot One Hundred Seventy-One (171), within "Block A", of the subdivision known as GERMANTOWN VIEW, being located in the Nineth (9th) Election District of Montgomery County, Maryland, and as described and recorded among the Land Records of Montgomery County, Maryland in Plat Book 118 at Plat No. 13936.

SENECA FOREST
TAX ACCOUNT NUMBERS

BER 6209 POLIO 378

BLOCK A

BLOCK A

<u>LOT</u>	<u>TAX ACCOUNT #</u>
116	2154752
117	2154741
118	2154730
119	2154728
120	2154717
121	2154706
122	2154694
123	2154683
124	2154672
125/171	2154661
126	2154650
127	2154648
128	2154637
129	2154626
130	2154615
131	2154604
132	2154592
133	2154581
134	2154570
135	2154568
136	2154557
137	2154546
138	2154466
139	2154477
140	2154488
141	2154490
142	2154502
143	2154513
144	2154524

29

<u>LOT</u>	<u>TAX ACCOUNT #</u>
145	2154535
146	2155200
147	2155211
148	2155222
149	2155233
150	2155244
151	2155255
152	2155266
153	2155277
154	2155288
155	2155290
156	2155302
157	2155313
158	2155324
159	2155335
160	2155346
161	2155357
162	2155368
163	2155370
164	2155381
165	2155392
166	2155404
167	2155415
168	2155426
169	2155473
170	2155448

24

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

Cathy D. Signer
Notary Public

My Commission Expires: 7/1/86

THIS IS TO CERTIFY that the within instrument was prepared by the undersigned, an attorney in good standing of the Bar of the Court of Appeals of Maryland.

James M. Griffin
James M. Griffin

TITLE INSURER: N/A

GRANTOR and GRANTEE: Porten Sullivan Corporation
7979 Old Georgetown Road
Bethesda, Maryland 20814

"EXHIBIT A"

SENECA FOREST
TAX ACCOUNT NUMBERS

BLOCK A

<u>LOT</u>	<u>TAX ACCOUNT #</u>
7	2154967
8	2154978
9	2154980
10	2154991

Lots numbered Seven (7), Eight (8), Nine (9) and Ten (10) in Block lettered "A" in the subdivision known as Seneca Forest as per plat recorded in Plat Book 116 at plat 13694, among the Land Records of Montgomery County, Maryland.

BY *[Signature]*

LIBER 6 3 6 3 FOLIO 7 8 0

PORTN

THIS DEED
AND CORRECTIVE DECLARATION

Made this 29th day of March, 1984, by and between PORTEN SULLIVAN CORPORATION, a Maryland corporation, hereinafter called the party of the first part, and SENECA FOREST COMMUNITY ASSOCIATION, INC., a Maryland corporation, hereinafter called the party of the second part:

W I T N E S S E T H :

That without monetary consideration and pursuant to its obligation so to do, as required by The Maryland-National Capital Park and Planning Commission, the party of the first part does grant and convey unto the party of the second part in fee simple all that property in the County of Montgomery, State of Maryland, described as:

Parcel "G" in a subdivision known as "GERMANTOWN VIEW," as per plat thereof recorded in Plat Book 118 at plat no. 13936 among the Land Records for Montgomery County, Maryland;
Title Insurer - M/A

and

Parcel "E" in a subdivision known as "GERMANTOWN VIEW," as per plat thereof recorded in Plat Book 116 at plat no. 13695 among the Land Records for Montgomery County, Maryland;

DEED
SUFFICIENT
CHARGE
#35416 0000 R01 T15:0
15.00
15.00
15.00
APR 6 8

TO HAVE AND TO HOLD said land and premises above-described and hereby intended to be conveyed, together with the building and improvements erected thereon and all rights, privileges, appurtenances and advantages thereunto belonging or appertaining, to the use and benefit of the party of the second part, in fee simple.

AND the party of the first part covenants to warrant specially the property hereby conveyed and to execute such further assurances of said land as may be requisite. The party of the first part, if a corporation, hereby warrants that the within conveyance does not constitute a conveyance of all or substantially all of the property of such corporation and that such conveyance is duly authorized by such corporation.

AND the party of the first part hereby declares that the conveyance heretofore made by it to the party of the second part of that certain parcel of land known as "Parcel C, Germantown View" was made by reference to an incorrect plat number, and that said "Parcel C" heretofore conveyed is depicted in Plat Book 116 at plat no. 13691.

IN WITNESS WHEREOF, the party of the first part has constituted its undersigned officer its true and lawful attorney-in-fact to execute, acknowledge and deliver this Deed.

PORTEN SULLIVAN CORPORATION

By: *[Signature]*
Stephen A. Eckert

1984 APR -6 PM 3:05
CLERK'S OFFICE
MONTGOMERY COUNTY, MD

Witnessed By: *[Signature]*

1984 APR 6 11 443
NIA
[Signature]

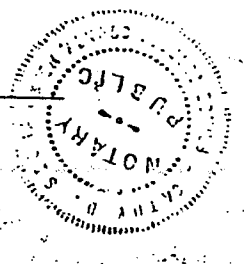
STATE OF MARYLAND)
)
COUNTY OF MONTGOMERY) ss:

I HEREBY CERTIFY that before me, a Notary Public in and for the State and County aforesaid, personally appeared Stephen A. Eckert and acknowledged the foregoing instrument to be the act and deed of the party of the first part, executed for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal on this 29th day of March, 1984.

Cathy D. Seaman

Notary Public



My Commission Expires:
July 1, 1986

THE UNDERSIGNED, a member in good standing of the Bar of the Court of Appeals of Maryland, hereby certifies that Deed was prepared by him or under his supervision.

Patrick C. McKeeve

Patrick C. McKeeve

HOWARD M. SMITH
CLERK CIRCUIT COURT
MONTGOMERY COUNTY MD.
RECORDING 251 7116
APR 6 84

DEED 15.00
SUBTOTAL 15.00
CHECK 15.00

Title Insurer: None.

Parcel Identifiers:

Parcel "G" - 9-49-2230264
Parcel "E" - 9-49-2155197

INSTRUMENT RECEIPT
#65416 C000 R01 T15:09

The addresses of the Parties of the First and Second Part are the same:

Suite 200
7979 Old Georgetown Road
Bethesda, Maryland 20814

MAR 30 1984
9-49-2230264
2155197

EVERY CERTIFY THIS PROPERTY HAS BEEN
RECORDED IN THE MONTGOMERY COUNTY
RECORDING DEPARTMENT
BB 8830
TRANSFER CLERK ASSESSMENT DEPARTMENT

All Taxes or assessments certified to the Collector of Taxes for Montgomery County Md. by 3/30/84 have been paid Dept. of Finance Montgomery County, Md. This statement is for the purpose of permitting recordation and is not an assurance against further taxation even for prior periods, nor does it guarantee satisfaction of outstanding tax sales.

TRANSFER WITHOUT CONSIDERATION
BB

CERTIFIED TRUE COPY
MILES & STOCKBRIDGE
(ROCKVILLE)

BY *[Signature]*

LIBER 5930 FOLIO 479

PARCEL NUMBER NO. 7-44-215488
7 2153102

1982 SEP 16 PM 2:15
CLERK'S OFFICE
MONTGOMERY COUNTY, MD

THIS DEED

Made this 7th day of September, 1982, by and between PORTEN SULLIVAN CORPORATION, a Maryland corporation, hereinafter called the party of the first part, and SENECA FOREST COMMUNITY ASSOCIATION, INC., a Maryland corporation, hereinafter called hereinafter called the party of the second part:

WITNESSETH:

That without monetary consideration and pursuant to its obligation so to do, as required by The Maryland-National Capital Park and Planning Commission, the party of the first part does grant and convey unto the party of the second part in fee simple all that property in the County of Montgomery, State of Maryland, described as:

Parcel "B" in a subdivision known as "GERMANTOWN VIEW" as per plat thereof recorded in Plat Book 116 at plat no. 13694 among the Land Records for Montgomery County, Maryland;

DEED 14.00
FEE 14.00
RECORDING FEE 14.15
SEP 26 82

and

Parcel "C" in a subdivision known as "GERMANTOWN VIEW" as per plat thereof recorded in Plat Book 116 at plat no. 13692 among the Land Records for Montgomery County, Maryland.

TO HAVE AND TO HOLD said land and premises above-described and hereby intended to be conveyed, together with the building and improvements erected thereon and all rights, privileges, appurtenances and advantages thereunto belonging or appertaining, to the use and benefit of the party of the second part, in fee simple.

AND the party of the first part covenants to warrant specially the property hereby conveyed and to execute such further assurances of said land as may be requisite. The party of the first part, if a corporation, hereby warrants that the within conveyance does not constitute a conveyance of all or substantially all of the property of such corporation and that such conveyance is duly authorized by such corporation.

IN WITNESS WHEREOF, the party of the first part has constituted its undersigned officer its true and lawful attorney-in-fact to execute, acknowledge and deliver this Deed.

PORTEN SULLIVAN CORPORATION

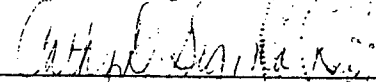
By: *[Signature]*
STEPHEN H. Eckert

ENCLOSURE TAA IN THE

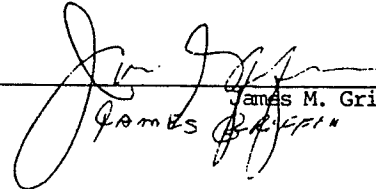
RECORDED BY S. N. A. *[Signature]*
SIGNATURE

LAW OFFICES
MILES & STOCKBRIDGE
242 HUNTERFORD COLONY
ROCKVILLE, MD 20850
(301) 762-1800

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


CATHIE SOSMAN
Notary Public

THIS IS TO CERTIFY that the within instrument was prepared by the undersigned, an attorney in good standing of the Bar of the Court of Appeals of Maryland.


James M. Griffin

TITLE INSURER: N/A

GRANTOR AND GRANTEE: Porten Sullivan Corporation
7979 Old Georgetown Road
Bethesda, Maryland 20814

"EXHIBIT A"

SENECA FOREST
TAX ACCOUNT NUMBERS

BLOCK C

<u>Lot #</u>	<u>Tax Account #</u>	<u>Lot #</u>	<u>Tax Account #</u>
6	9-49-2296743	195	9-49-2298673
7	9-49-2296754	196	9-49-2298684
8	9-49-2296765	197	9-49-2298695
9	9-49-2296776	198	9-49-2298707
10	9-49-2296787	199	9-49-2298718
11	9-49-2296798	200	9-49-2298720
12	9-49-2296801	201	9-49-2298731
13	9-49-2296812	202	9-49-2298742
14	9-49-2296823	203	9-49-2298753
15	9-49-2296834	204	9-49-2298764
16	9-49-2296845	205	9-49-2298775
17	9-49-2296856	206	9-49-2298786
187	9-49-2296867	207	9-49-2298797
188	9-49-2296878	208	9-49-2296903
189	9-49-2296880	209	9-49-2296914
190	9-49-2296891	210	9-49-2296925
191	9-49-2298638	211	9-49-2296936
192	9-49-2298640	212	9-49-2296947
193	9-49-2298651	213	9-49-2296958
194	9-49-2298662		

19

lots numbered Six (6) through Seventeen (17) and Lots One Hundred Eighty-Seven (187) through Two Hundred Thirteen (213) in Block lettered "C" in the subdivision known as Seneca Forest as per plat recorded in Plat Book 121 at plat 14275, among the Land Records of Montgomery County, Maryland.

SUPPLEMENTAL DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS

THIS SUPPLEMENTAL DECLARATION, made this 7th day of February, 1985, by PORTEN SULLIVAN CORPORATION, a Maryland corporation (hereinafter called the "Declarant").

W I T N E S S E T H:

WHEREAS, the Declarant has heretofore caused to be recorded that certain Declaration of Covenants, Conditions and Restrictions upon property owned by it in a community known as "GERMANTOWN VIEW" (also sometimes called "Seneca Forest"), which Declaration of Covenants and Restrictions is dated September 7, 1984, and recorded September 14, 1982, in Liber 5928 at folio 872 among the Land Records for Montgomery County, Maryland; and

WHEREAS, the Declarant wishes to extend the terms and provisions of said Declaration of Covenants and Restrictions to additional property owned by it.

NOW, THEREFORE, the Declarant hereby declares that the real property described in "Exhibit A" attached hereto and made a part hereof by reference shall be held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied and improved subject to the covenants, restrictions, uses, limitations, obligations, easements, equitable servitudes, charges and liens set forth in the aforesaid Declaration of Covenants and Restrictions, all of which are declared and agreed to be running with and binding the property herein described and shall inure to the benefit of and be enforceable by the Declarant, its successors and assigns, and any person acquiring or owning an interest in said property and improvements, including without limitation, any person, group of persons, corporation, trust or other legal entity, or combination thereof, who hold such interest solely as security for the performance of an obligation.

IN WITNESS WHEREOF, Porten Sullivan Corporation has caused these presents to be executed in its name and on its behalf by Stephen A. Eckert, Vice President, and does hereby appoint the said Stephen A. Eckert as its true and lawful attorney-in-fact to acknowledge and deliver these presents as the act and deed of Porten Sullivan Corporation.

PORTEN SULLIVAN CORPORATION

By: [Signature]
Stephen A. Eckert, Vice President

STATE OF MARYLAND :
 : ss:
COUNTY OF MONTGOMERY :

I HEREBY CERTIFY that on this 7th day of February, 1985, before me, a Notary Public in and for the State and County aforesaid, personally appeared Stephen A. Eckert, personally known to me, and acknowledged the foregoing instrument to be the act and deed of the said Stephen A. Eckert as Vice President of Porten Sullivan Corporation, executed for the purposes therein contained.

THOMAS GREEN AND WOLF
ATTORNEYS AT LAW
400 EXECUTIVE BLVD
BETHESDA, MD 20852
301-457-2545

MISC. 64.00

64.00

[Signature]

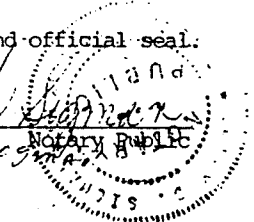
1985 FEB -8 AM 9 53
NOTARY PUBLIC
MONTGOMERY COUNTY, MD

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

My Commission Expires: 7/1/86

Cathy D. Segner

 Cathy D. Segner
 Notary Public
 State of Maryland



THIS IS TO CERTIFY that the within instrument was prepared by the undersigned, an attorney in good standing of the Bar of the Court of Appeals of Maryland.

James M. Griffin

 James M. Griffin

TITLE INSURER: N/A

GRANTOR AND GRANTEE: Porten Sullivan Corporation
7979 Old Georgetown Road
Bethesda, Maryland 20814

"EXHIBIT A"

SENECA FOREST
TAX ACCOUNT NUMBERS

BLOCK C

<u>Lot #</u>	<u>Tax Account #</u>	<u>Lot #</u>	<u>Tax Account #</u>
1	9-49-2296696	43	9-49-2297257
2	9-49-2296708	44	9-49-2297268
3	9-49-2296710	45	9-49-2297270
4	9-49-2296721	46	9-49-2297281
5	9-49-2296732	47	9-49-2297292
18	9-49-2297042	48	9-49-2297304
19	9-49-2297053	49	9-49-2297315
20	9-49-2297064	50	9-49-2297326
21	9-49-2297075	51	9-49-2297337
22	9-49-2297086	52	9-49-2297348
23	9-49-2297097	179	9-49-2298558
24	9-49-2297100	180	9-49-2298560
25	9-49-2297111	181	9-49-2298571
26	9-49-2297122	182	9-49-2298582
27	9-49-2297133	183	9-49-2298593
32	9-49-2297144	184	9-49-2298605
33	9-49-2297155	185	9-49-2298616
34	9-49-2297166	186	9-49-2298627
35	9-49-2297177	214	9-49-2296960
36	9-49-2297188	215	9-49-2296971
37	9-49-2297190	216	9-49-2296982
38	9-49-2297202	217	9-49-2296993
39	9-49-2297213	218	9-49-2297007
40	9-49-2297224	219	9-49-2297018
41	9-49-2297235	220	9-49-2297020
42	9-49-2297246		

Lots numbered One (1) through Five (5) in Block lettered "C" in the subdivision known as Seneca Forest as per plat recorded in Plat Book 121 at plat 14275, among the Land Records of Montgomery County, Maryland.

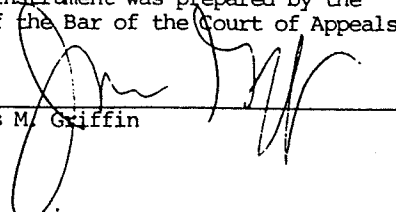
Lots numbered Eighteen (18) through Twenty-Seven (27) and Lots Thirty-Two (32) through Thirty-Seven (37) in Block lettered "C" in the subdivision known as Seneca Forest as per plat recorded in Plat Book 121 at plat 14277, among the Land Records of Montgomery County, Maryland.

Lots numbered Thirty-Eight (38) through Fifty-Two (52) in Block lettered "C" in the subdivision known as Seneca Forest as per plat recorded in Plat Book 121 at plat 14277, among the Land Records of Montgomery County, Maryland.

Lots numbered One Hundred Seventy-Nine (179) through One Hundred Eighty-Six (186) in Block lettered "C" in the subdivision known as Seneca Forest as per plat recorded in Plat Book 121 at plat 14276, among the Land Records of Montgomery County, Maryland.

Lots numbered Two Hundred Fourteen (214) through Two Hundred Twenty (220) in Block lettered "C" in the subdivision known as Seneca Forest as per plat recorded in Plat Book 121 at Plat 14275, among the Land Records of Montgomery County, Maryland.

THIS IS TO CERTIFY that the within instrument was prepared by the undersigned, an attorney in good standing of the Bar of the Court of Appeals of Maryland.


James M. Griffin

TITLE INSURER: N/A

GRANTOR AND GRANTEE: Porten Sullivan Corporation
7979 Old Georgetown Road
Bethesda, Maryland 20814

EXHIBIT "A"

Lots numbered One (1) through and including Six (6) in Block lettered "A" in the subdivision known as Seneca Forest as per plat recorded in Plat Book 116, at plat 13694, among the Land Records of Montgomery County, Maryland.

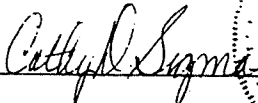
SENECA FOREST

<u>LOT #/BLOCK</u>	<u>PARCEL I.D. NUMBER</u>
1 A	9-49-2154901
2 A	9-49-2154912
3 A	9-49-2154923
4 A	9-49-2154934
5 A	9-49-2154945
6 A	9-49-2154956

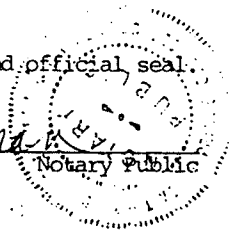
After recording
mail to:

RODWAY GRIFFIN AND WONG
ATTORNEYS
5111 EXECUTIVE BLVD
ROCKVILLE, MD 20852
301-461-2545

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

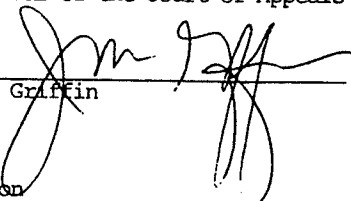


Notary Public



My Commission Expires: 7/1/86

THIS IS TO CERTIFY that the within instrument was prepared by the undersigned, an attorney in good standing of the Bar of the Court of Appeals of Maryland.



James M. Griffin

TITLE INSURER: N/A

GRANTOR AND GRANTEE: Porten Sullivan Corporation
7979 Old Georgetown Road
Bethesda, Maryland 20814

LIBER 6922 FOLIO 078

SENECA FOREST

<u>LOT #/BLOCK</u>		<u>PARCEL I.D. NUMBER</u>
28	C	9-49-2298332
29	C	9-49-2298343
30	C	9-49-2298354
31	C	9-49-2298365
53	C	9-49-2297350
54	C	9-49-2297361
55	C	9-49-2297372
56	C	9-49-2297383
57	C	9-49-2297394
58	C	9-49-2297406
59	C	9-49-2297417
60	C	9-49-2297428
61	C	9-49-2297430
62	C	9-49-2297441
63	C	9-49-2297452
64	C	9-49-2297463
65	C	9-49-2297474
66	C	9-49-2297496
67	C	9-49-2297508
68	C	9-49-2298376
69	C	9-49-2298387
70	C	9-49-2298398
71	C	9-49-2298401
72	C	9-49-2298412
73	C	9-49-2298423
223	C	9-49-2353605
221	C	9-49-2353081
222	C	9-49-2353092
223	C	9-49-2353104
224	C	9-49-2353115
225	C	9-49-2353126
226	C	9-49-2353137
227	C	9-49-2353148
228	C	9-49-2353150
229	C	9-49-2353161
230	C	9-49-2353172
231	C	9-49-2353183
250	C	9-49-2353376
251	C	9-49-2353387
252	C	9-49-2353398
253	C	9-49-2353401
254	C	9-49-2353412

SENECA FOREST, CONT'D.

<u>LOT #/BLOCK</u>		<u>PARCEL I.D. NUMBER</u>
255	C	9-49-2353423
256	C	9-49-2353434
257	C	9-49-2353445
258	C	9-49-2353456
259	C	9-49-2353467
260	C	9-49-2353478
261	C	9-49-2353480
262	C	9-49-2353491
263	C	9-49-2353503
264	C	9-49-2353514
265	C	9-49-2353525
266	C	9-49-2353536
267	C	9-49-2353547
268	C	9-49-2353558
269	C	9-49-2353560
270	C	9-49-2353571
271	C	9-49-2353582
272	C	9-49-2353593
167	C	9-49-2298434
168	C	9-49-2298445
169	C	9-49-2298456
170	C	9-49-2298467
171	C	9-49-2298478
172	C	9-49-2298480
173	C	9-49-2298491
174	C	9-49-2298503
175	C	9-49-2298514
176	C	9-49-2298525
177	C	9-49-2298536
178	C	9-49-2298547
232	C	9-49-2350194
233	C	9-49-2353206
234	C	9-49-2353217
235	C	9-49-2353228
236	C	9-49-2353230
237	C	9-49-2353241
238	C	9-49-2353252
239	C	9-49-2353263
240	C	9-49-2350274
241	C	9-49-2350285
242	C	9-49-2350296
243	C	9-49-2350308
244	C	9-49-2350310

SENECA FOREST, CONT'D.

<u>LOT #/BLOCK</u>		<u>PARCEL I.D. NUMBER</u>
99	C	9-49-2297521
100	C	9-49-2297532
101	C	9-49-2297543
102	C	9-49-2297554
103	C	9-49-2297565
104	C	9-49-2297576
105	C	9-49-2297587
106	C	9-49-2297598
107	C	9-49-2297601
108	C	9-49-2297612
109	C	9-49-2297623
110	C	9-49-2297634
111	C	9-49-2297645
112	C	9-49-2297656
113	C	9-49-2297667
114	C	9-49-2297678
115	C	9-49-2297680
116	C	9-49-2297691
117	C	9-49-2297703
118	C	9-49-2297714
119	C	9-49-2297725
120	C	9-49-2297736
121	C	9-49-2297747
122	C	9-49-2297758
123	C	9-49-2297760
124	C	9-49-2297771
125	C	9-49-2297782
126	C	9-49-2297793
127	C	9-49-2297816
128	C	9-49-2297827
129	C	9-49-2297838
130	C	9-49-2297840
131	C	9-49-2297851
132	C	9-49-2297862
133	C	9-49-2297873
134	C	9-49-2297884
135	C	9-49-2297895
136	C	9-49-2297907
137	C	9-49-2297918
138	C	9-49-2297920
245	C	9-49-2350321
246	C	9-49-2350332
247	C	9-49-2353343
248	C	9-49-2353354
249	C	9-49-2353365

EXHIBIT "A"

Lots numbered One Hundred Seventy-Two (172) through Two Hundred Six (206) in Block lettered "A" in the subdivision known as Seneca Forest as per plat recorded in Plat Book 124 at plat 14534, among the Land Records of Montgomery County, Maryland.

Lots numbered One (1) through Seventeen (17) in Block lettered "C" in the subdivision known as Seneca Forest as per plat recorded in Plat Book 121 at plat 14275, among the Land Records of Montgomery County, Maryland.

Lots numbered Eighteen (18) through Twenty-Seven (27) in Block lettered "C" in the subdivision known as Seneca Forest as per plat recorded in Plat Book 121 at plat 14277, among the Land Records of Montgomery County, Maryland.

Lots numbered Twenty-Eight (28) through Thirty-One (31) in Block lettered "C" in the subdivision known as Seneca Forest as per plat recorded in Plat Book 121 at plat 14276, among the Land Records of Montgomery County, Maryland.

Lots numbered Thirty-Two (32) through Sixty-Seven (67) in Block lettered "C" in the subdivision known as Seneca Forest as per plat recorded in Plat Book 121 at plat 14277, among the Land Records of Montgomery County, Maryland.

Lots numbered Sixty-Eight (68) through Seventy-Three (73) in Block lettered "C" in the subdivision known as Seneca Forest as per plat recorded in Plat Book 121 at plat 14276, among the Land Records of Montgomery County, Maryland.

Lots numbered Ninety-Nine (99) through One Hundred Twenty-Six (126) in Block lettered "C" in the subdivision known as Seneca Forest as per plat recorded in Plat Book 122 at plat 14279, among the Land Records of Montgomery County, Maryland.

Lots numbered One Hundred Twenty-Seven (127) through One Hundred Thirty-Eight (138) in Block lettered "C" in the subdivision known as Seneca Forest as per plat recorded in Plat Book 122 at plat 14280, among the Land Records of Montgomery County, Maryland.

Lots numbered One Hundred Sixty-Seven (167) through One Hundred Eighty-Six (186) in Block lettered "C" in the subdivision known as Seneca Forest as per plat recorded in Plat Book 121 at plat 14276, among the Land Records of Montgomery County, Maryland.

Lots numbered One Hundred Eighty-Seven (187) through One Hundred Ninety (190) in Block lettered "C" in the subdivision known as Seneca Forest as per plat recorded in Plat Book 121 at plat 14275, among the Land Records of Montgomery County, Maryland.

Lots numbered One Hundred Ninety-One (191) through Two Hundred Seven (207) in Block lettered "C" in the subdivision known as Seneca Forest as per plat recorded in Plat Book 121 at plat 14276, among the Land Records of Montgomery County, Maryland.

Lots numbered Two Hundred Eight (208) through Two Hundred Twenty (220) in Block lettered "C" in the subdivision known as Seneca Forest as per plat recorded in Plat Book 121 at plat 14275, among the Land Records of Montgomery County, Maryland.

Lots numbered Two Hundred Twenty-One (221) through Two Hundred Seventy-Three (273) in Block lettered "C" in the subdivision known as Seneca Forest as per plat recorded in Plat Book 124 at plat 14534, among the Land Records of Montgomery County, Maryland.