

NOTE: This is a retyping of the official AMENDED
DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS. The
original documents are located at the Maryland
State Department of Assessments and Taxation.

The purpose of this retyping was so that it would
be available on a PC for searching through the
document using key phrases to locate pertinent
information. The accuracy of the retyping cannot be
guaranteed. Readers of this document should also
have in their possession a copy of the original
document for use in checking accuracy of this
document. This document is being designed for ease
of reading and researching only. It does not in any
way replace the original document on file in
Maryland.

BK 1844 – PG 0826
**AMENDED DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS**

THIS AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (“Amended Declaration”) is made on this 2nd day of December, 1992 by WESTWINDS LIMITED PARTNERSHIP, a Maryland Limited Partnership (hereinafter referred to as “Declarant”).

RECITALS

WHEREAS, Declarant was the owner of certain real property located in the Lake Linganore Planned Unit Development, Frederick County, Maryland, and Declarant imposed certain covenants, conditions, easements and restrictions upon such real property by its execution and recordation of a certain Supplemental Declaration of Covenants, Conditions and Restrictions (including the exhibits thereto) dated July 12, 1990, and recorded in Liber 1663 folio 65, among the Land Records of Frederick County, Maryland (hereinafter “Declaration”), and

WHEREAS, Declarant modified and amended the Declaration by the execution and recordation of a certain First Amendment To Declaration dated November 29, 1990, and recorded in Liber 1682, folio 6, among the aforesaid Land Records; by the execution and recordation of a certain Second Amendment to Declaration dated February 12, 1991, and recorded in Liber 1692, folio 71, among the aforesaid Land Records; and by the execution and recordation of a certain Third Amendment to Declaration dated October 22, 1991, and recorded in Liber 1740, folio 1146, among the aforesaid Land Records; and by the execution and recordation of a certain Fourth Amendment to Declaration dated November 21, 1991, and recorded in Liber 1749, folio 599, among the aforesaid Land Records (with all of the aforesaid amendments being hereinafter referred to as “amendments”); and

WHEREAS, Declarant now wishes to modify and amend the Declaration, and it is the intention of the Declarant to have this Amended Declaration supersede the Declaration and all of the Amendments thereto; and

WHEREAS, Declarant is amending and modifying the Declaration (as previously amended by the said Amendments) pursuant to its authority to amend as set forth in Section 2, of Article VIII of the Declaration, and Declarant certifies that less than three hundred (300) Residential Units (as defined in the Declaration) are located within the Properties (as defined in the Declaration), with twenty-three (23) Residential Units having been built and completed on the Properties as of the recordation hereof.

NOW, THEREFORE, THIS AMENDED DECLARATION, WITNESSETH: That Declarant hereby declares that this Amended Declaration shall supersede the Declaration and all of the Amendments thereto and that all of the Properties shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of and which shall run with the real property subjected to this Amended Declaration (which shall include each and every exhibit attached hereto) and which shall be binding on all parties having any right, title or interest in the Properties or any part thereof, their heirs, successors, successors in title and assigns, and shall inure to the benefit of each Owner thereof.

**ARTICLE I
DEFINITIONS**

When used herein and in the Exhibits hereto and not otherwise distinctly express or manifestly incompatible with the intent thereof, the following terms shall have the meanings which follow them:

Section 1. “**Amended Declaration**” shall mean and refer to this document as well as any exhibits and any amendments to this Amended Declaration which, in accordance with Article IV of this Amended

Declaration, adds additional parcels of land to the real property subjected to this Amended Declaration. Such amendments may, but are not required to, impose, expressly or by reference, additional restrictions and obligations on the parcels of land submitted by that amendment to the provisions of this Amended Declaration.

Section 2. “Association” shall mean and refer to WestWinds Village, Inc. a Maryland non-profit, non-stock corporation, and its successors and assigns.

Section 3, “Board of Directors” shall mean and refer to the Board of Directors of WestWinds Village, Inc. as is more fully described in the By-Laws of the Association which are attached hereto as **EXHIBIT C** and by this reference incorporated herein and made a part hereof.

Section 4. “Common Area” shall mean all real and personal property now or hereafter owned or leased by the Association or otherwise held for the common use and enjoyment of the Class A Members of the Association.

Section 5. “Common Expenses” shall mean the actual and estimated expenses, including but not limited to, reasonable reserves and those expenses set forth in Section 1. of Article V of this Amended Declaration, incurred by the Association and the use, maintenance and improvement of the Common Area and the Lawn and Garden Areas, all as may be found to be necessary or appropriate by the Board of Directors pursuant to this Amended Declaration, the By-Laws and Articles of Incorporation of the Association.

Section 6. “Community-Wide Standard” shall mean the standard of conduct, maintenance or other activity generally prevailing in the Project. Such standard may be more specifically determined and set forth by the Environmental Control Committee (as such term is defined in Article VI hereof).

Section 7. “Declarant” shall mean and refer to WestWinds Limited Partnership, a Maryland Limited Partnership, and its successors and assigns to whom any or all of the special rights, reservations, easements, interests, exemptions, privileges and powers of the Declarant are specifically assigned or transferred in a written instrument. A deed of conveyance without the express written transfer of any such rights of the Declarant shall not be considered a written instrument as set forth herein.

Section 8. “Improved Lot” shall mean and refer to any parcel of land (with the exception of the Common Area and Vacant Lots), shown upon any recorded subdivision plat of the Properties, regardless of size, improved with a Residential Unit (as defined in Section 19, of Article I hereof) and including townhome lots, patio house lots, zero lot line lots, and other single-family lots. An Improved Lot shall be deemed to be improved with a Residential Unit when a dwelling to be used as a single-family residence has been enacted thereon and such dwelling is occupied or suitable for occupancy.

Section 9. “Lawn and Garden Areas” shall mean and refer to those portions of the Properties, other than the Common Area, which are appurtenant to the Residential Units, upon which grasses, shrubs, trees, flowers or plan material have been or are intended to be planted.

Section 10. “Mortgage” shall mean any recorded instrument, including a deed of trust, encumbering an Improved Lot which is intended to secure the performance of an obligation.

Section 11. “Mortgagee” shall mean the holder of any recorded mortgage, or the party secured or beneficiary of any recorded deed of trust, encumbering one or more of the Improved Lots.

Section 12. “Mortgager” shall include the grantor of a deed of trust as well as the Person granting the Mortgage to the Mortgagee.

Section 13. “Owner” shall mean and refer to one or more Persons or entities (with the exception of the Declarant) who hold the record title to any Improved Lot and the Residential Unit thereon, but shall not include any Person holding an interest merely as security for the performance of an obligation.

Section 14. “Pedestrian Path System” shall mean the asphalt and/or bituminous concrete pathways and/or trails located within the Project, which pathways are installed or will be installed by Declarant, in lieu of the requirements of Frederick County, Maryland for the installation of concrete sidewalks for pedestrian passage, and shall specifically exclude the golf course path system contained within the property owned by or servicing the WestWinds Country Club Golf Course.

Section 15. “Person” means an individual, a corporation, a partnership, a trust or other legal entity or any combination thereof.

Section 16. “Project” shall mean all real property (including, but not limited to, the Properties, as such term is defined in Section 17. of Article I hereof) owned or which may be (but is not required to be) acquired by Declarant and held under a common scheme of development from time to time, whether commercial or residential.

Section 17. “Properties” shall mean and refer to the real property described on **EXHIBIT A** attached hereto and by this reference incorporated herein and made a part hereof and shall further refer to such additional parcels of land as may hereafter be subject to this Amended Declaration by an amendment hereto in accordance with Article IV of this Amended Declaration.

Section 18. “Protective Land Use Standards” shall mean and refer to that certain “Declaration of Protective Land Use Standards – WestWinds”, a copy of which is attached hereto as **EXHIBIT B** and by this reference incorporated herein and made a part hereof.

Section 19. “Residential Unit” shall mean and refer to the dwelling constructed on any Improved Lot for use and occupancy as a single-family residence and shall, unless otherwise specified, include within its meaning (by way of illustration, but not limitation) townhomes, patio or zero lot line homes or attached or detached single-family dwellings.

Section 20. “Vacant Lot” shall mean and refer to any parcel of land (with the exception of the Common Area and the Improved Lots), regardless of size, shown upon any recorded subdivision plat of the Properties, which is vacant or not otherwise improved with a Residential Unit, including vacant townhome lots, vacant patio home lots, vacant zero lot line lots, and other vacant single-family lots.

Section 21. “Vacant Lot Owner” shall mean and refer to one or more Persons (with the exception of the Declarant) who hold record title to any Vacant Lot. Any person holding an interest in a Vacant Lot merely as security for the performance of an obligation shall not be deemed a Vacant Lot Owner.

ARTICLE II **MAINTENANCE**

Section 1. Association’s Responsibility. The Association may, in the discretion of the Board of Directors, assume maintenance responsibilities upon all or any portion of the Properties, including any Common Area and Lawn and Garden Areas within the Project. In such event, all costs of such maintenance shall be assessed only against those Owners or Vacant Lot Owners owning those Improved Lots or Vacant Lots to which the services are provided. This assumption of responsibility may take place either by contract with the Owners or Vacant Lot Owners or because, in the opinion of the Board of Directors, the level and/or quality of service then being

provided by the Owners or Vacant Lot. owners is not consistent with the Community-Wide Standard of the Project. The provision of services in accordance with this Article II shall not constitute discrimination within a class.

Section 2. Owner's Responsibility. Except as otherwise provided in this Amended Declaration, all maintenance of the Improved Lots and Vacant Lots, and all parking areas, and other structures and improvements on the Improved Lots, shall be the sole responsibility of the Owners or Vacant Lot Owners thereof who shall perform such maintenance and repair in a manner consistent with the Community-Wide Standard of the Project and this Amended Declaration. If such maintenance or repair is not properly performed by the Owners or Vacant Lot Owners, the Association may perform such maintenance or repair and assess the respective Owners and/or Vacant Lot Owners for the cost thereof. Except in the case of an emergency, the Board of Directors shall afford the Owners or Vacant Lot Owners reasonable notice and an opportunity to cure the problem prior to undertaking such maintenance or repair. Any entry onto an Improved Lot or Vacant Lot pursuant hereto shall not be deemed a trespass.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every Owner shall be deemed to have a membership in the Association. No Owner, whether one or more persons, shall have more than one membership per Improved Lot owned. Vacant Lot Owners shall have no membership rights in the Association with respect to Vacant Lots owned. Declarant shall have Class B membership rights in the Association as set forth in Section 2. of this Article III. Membership is mandatory and shall be appurtenant to and shall not be separated from ownership of any Improved Lot.

Section 2. Voting Rights. The Association shall have two (2) classes of memberships with differing voting rights as follows:

Class A. With exception of the Declarant, every Person who is an Owner of an Improved Lot (specifically excluding Vacant Lot Owners) shall be a Class A Member of the Association, with one Class A membership being attributed to each Improved Lot owned; provided, however, that an such Person who holds such interest solely as a security for the performance of an obligation shall not be a Class A Member solely on account of such interest. Class A Members shall be entitled to one (1) vote for each Improved Lot owned. When more than one (1) Person holds an interest in any Improved Lot, all such Persons shall be Members; however, the applicable vote for such Improved Lot shall be exercised as they among themselves determine, but in no event shall more than the one (1) vote attributed to the Improved Lot be cast with respect to such Improved Lot. Any Owner who leases the Residential Unit on his Improved Lot, may, in the lease or other written instrument, assign the voting right appurtenant to that Improved Lot to the lessee of the Residential Unit, provided that a copy of such instrument is furnished to the Association.

Class B. With respect to the Declarant, for each Improved Lot and Vacant Lot, the Declarant shall have one (1) Class B membership, and for each Class B membership there shall be attached thereto ten (10) votes. However, the number of Class B votes held by the Declarant shall be decreased by ten (10) votes for each new Class A membership created under this Amended Declaration. All Class B memberships shall be held by the Declarant, and/or its nominee or nominees, and shall include every Person who shall obtain and Class B membership by specific assignment from the Declarant. Nothing contained in this paragraph shall affect the special rights, reservations, easements, interests, exemptions, privileges and powers of the Declarant set forth and reserved in this Amended Declaration.

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 of the Class A Members equals ninety percent (90%) of all of the Improved Lots and Vacant Lots within the Project; or
- (ii.) fifteen (15) years from the date of recordation of this Amended Declaration; provided, however, that if the Declarant is delayed in the improvement and development of the Project on account of a sewer, water or building permit moratorium or any other causes or event beyond the Declarant's control, then the aforesaid fifteen (15)-year period shall be extended by a period of time equal to the length of the delays or an additional fifteen (15) years, whichever is less; 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 the Class B memberships as provided for in this Article, the Declarant shall thereafter become a Class A Member of the Association as to each and every Improved Lot and Vacant Lot owned by the Declarant but excluding any Improved Lot or Vacant Lot in which Declarant holds an interest merely as security for the performance of an obligation.

ARTICLE IV
PROPERTIES SUBJECT TO AMENDED DECLARATION AND
ANNEXATION OF ADDITIONAL PARCELS OF LAND

Section 1. Initial Properties Subject to Amended Declaration. The Properties which are, and shall be, held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied and improved subject to this Amended Declaration are located in the Lake Linganore Planned Unit Development, Frederick County, Maryland, and are more particularly described on **EXHIBIT A** attached hereto and by their references incorporated herein and made a part hereof.

Section 2. Annexation Without Approval of Owners. As the owner thereof, or if not the owner, with the consent of the owner thereof, Declarant shall have the unilateral right (but under no circumstances, the obligation), privilege, and option, at any time until December 31, 2007, to subject to the provisions of this Amended Declaration and the jurisdiction of the Association all or any portion of any land constituting a part of the Lake Linganore Planned Unit Development by filing in the Land Records of Frederick County, Maryland, an amendment to this Amended Declaration annexing such land. Such amendment to this Amended Declaration shall not require an affirmative vote of any Class A Members of the Association and shall not require the consent of any Vacant Lot Owners and shall be effective upon the filing for record of such an amendment unless otherwise provided therein. Declarant shall have the unilateral right to transfer to any other Person, the right, privilege, and option to annex additional land which is herein reserved to Declarant, provided that such transferee or assignee shall be the developer of at least a portion of said land and that such transfer is memorialized in a written recorded instrument.

Section 3. Acquisition of Additional Common Area. Declarant may convey additional land, improved or unimproved, to the Association and, upon acceptance by the Association, said additional land, together with any improvements thereon, shall be deemed to be a part of the Common Area and shall be maintained by the Association as a Common Expense.

ARTICLE V
COVENANT FOR ASSESSMENTS

Section 1. General Assessments.

- A. Except as the assessment of the Declarant is limited by the provisions of Article V of this Amended Declaration, each Person who becomes a Class A Member of the Association, and each Person who becomes a Vacant Lot Owner by acceptance of a deed therefor and 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 an annual amount (herein sometimes referred to as a “general assessment” or “general assessments”) equal to the Class A Member’s proportionate share or the Vacant Lot Owner’s proportionate share of the amounts 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:

- (1) the cost of all operating expenses of the Common Area and the services furnished to or in connection with the Common Area and the Properties, including charges by the Association for any services furnished to the Owners or Vacant Lot Owners; and
- (2) the cost of necessary management and administration of the Association, including fees paid to any Management Agent; and
- (3) the amount of all taxes and assessments levied against the Common Area and any other assets of the Association; and
- (4) the cost of liability insurance on the Common Area and the cost of such other insurance as the Association may purchase with respect to the Common Area and the operation of the Association; and
- (5) the cost of utilities and other services which may be provided by the Association for the Common Area; and
- (6) the cost of maintaining, replacing, repairing, and landscaping the Common Area, including without limitation, maintenance of any storm water detention basins, located upon the Common Area and the cost of the maintenance of all pathways upon the Properties, together with such equipment as the Board of Directors shall determine to be necessary and proper in connection therewith; and
- (7) the cost of funding all reserves established by the Association, including a general operating reserve and reserves for replacement of improvements located on the Common Area; and
- (8) the cost of maintaining any and all storm water management facilities, including, without limitation, ponds, basins and drainage areas, whether or not such facilities are located on the Common Area or on the Properties, which are designed to benefit or serve any portion of the Properties and which are not maintained by a governmental agency but by the Association.

General assessments shall be uniform for all Class A Members of the Association, and general assessments shall be uniform for all Vacant Lot Owners, as determined by the Board of Directors from time to time. The general assessments may be payable in advance, either in whole or in part, as determined by the Board of Directors from time to time.

- B. The Board of Directors shall determine, on an annual basis, the amount of the general assessments to be levied against the Class A Members and the Vacant Lot Owners, but may do so at more frequent intervals should circumstances so require. Upon resolution of the Board of Directors, the general assessments may be payable in installments on a monthly, quarterly or semi-annual basis rather than on the annual basis provided for hereinabove. Any Class A Member or Vacant Lot Owners may prepay any installment of the general assessments levied by the Association, without premium or penalty.
- C. The Board of Directors shall prepare, or cause the preparation of, an annual operating budget for the Association, and such budget shall provide, without limitation, for the management and maintenance of the Common Area and the operation of the Association as set forth herein. The Board of Directors of the Association shall make reasonable efforts to fix the amount of the general assessment to be levied against each Class A Member and Vacant Lot Owner for each assessment year at least thirty (30) days in advance of the beginning of such assessment year and shall, at that time, prepare a roster of the Improved Lots and Vacant Lots and the general

assessments applicable thereto which shall be kept at the office of the Association and shall be open to inspection by any Class A Member or Vacant Lot Owner upon reasonable written notice to the Board of Directors. Written notice of the general assessments shall thereupon be sent to the Class A Members and the Vacant Lot Owners. The failure by the Board of Directors, before the expiration of any assessment year, to fix the amount of the general assessments hereunder for that or the next assessment year, shall not be deemed a waiver or modification in any respect of the provisions of this Article or a release of any Class A Member or Vacant Lot Owner from the obligation to pay their general assessment, or any installment thereof, for that or any subsequent assessment year; but the general assessments fixed for the preceding assessment year shall continue until new general assessments are fixed. No Class A Member may exempt himself from liability for general assessments by abandonment of any Improved Lot belonging to him or by the abandonment of his right to the use and enjoyment of the Common Area. No Vacant Lot Owner may exempt himself from liability for general assessments by abandonment of any Vacant Lot owned.

Section 2. Special, Parcel and Lawn Maintenance Assessments.

- A. In addition to the general assessments authorized by this Article, the Association may levy against the Class A Members, in any assessments year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, extraordinary repair or replacement of a described capital improvement located upon, or forming a part of, the Common Area, including the necessary fixtures and personal property related thereto, or for such other purposes as the Board of Directors may consider appropriate; provided, however, that any such special assessment shall have the consent of the Declarant and a simple majority of the then Class A Members of the Association. A meeting of the Members shall be duly called for this purpose in accordance with the By-Laws of the Association. The Association may also levy a special assessment against any Class A Member or Vacant Lot Owner to reimburse the Association for any costs incurred in bringing any Class A Member and/or his Residential Unit or Improved Lot or any Vacant Lot Owner and/or his Vacant Lot into compliance with the provisions of this Amended Declaration, the Articles of Incorporation, the By-Laws and the Rules and Regulations of the Association. Such a special assessment may be levied upon an affirmative vote of a simple majority of the Board of Directors after notice to the applicable Class A Members of Vacant Lot Owners and an opportunity for a hearing before the Board of Directors.
- B. Parcel assessments may be levied against Improved Lots or Vacant Lots in specific areas of the Properties deemed by the Board of Directors to be benefited by goods or services provided to such specific areas, which goods and services are not equally provided to all Improved Lots or Vacant Lots within the Properties. Parcel assessments shall be uniform as to all Improved Lots and uniform as to all Vacant Lots within such specific areas. Lawn maintenance assessments may be levied against Improved Lots or Vacant Lots and shall be for expenses incurred by the Association for maintaining the Improved Lots or Vacant Lots and for maintaining the Lawn and Garden Areas, which maintenance is not equally provided to all Improved Lots or Vacant Lots or to all Lawn and Garden Areas within the Properties. Lawn maintenance assessments shall be uniform for Improved Lots of a similar size and type, provided that such Improved Lots have typical landscaping plans. Lawn maintenance assessments shall be uniform for Vacant Lots of a similar size. Improved Lots which are landscaped more extensively than the typical landscape plans, or which due to their size or configuration require special landscaping services, may be assessed at a proportionally higher rate, and thus certain Improved Lots may be subject to non-uniform lawn maintenance assessments because of their different sizes, configurations and locations. Decisions regarding (i) the type and extent of landscaping services to be provided to each Improved Lot; and (ii) the maintenance to be provided to each Vacant Lot; and (iii) the lawn maintenance assessments to be paid by the Class A Members and/or Vacant Lot Owners, shall be made at the reasonable discretion of the Board of Directors.

Section 3. Reserve fund Budget and Contribution. The Board of Directors annually shall prepare a reserve fund budget which shall take into account the number and nature of replaceable assets of the Association, the expected life of each asset and the required reserve fund contribution, if any, in an amount sufficient to meet the projected reserve funding budget, with respect to both amount and timing by the imposition of general assessments over the period of the budget. The reserve fund contribution shall be fixed by the Board of Directors and included as a part of the budget. Such reserve fund contribution shall be payable as a part of the general assessments applicable to all Improved Lots and Vacant Lots. A copy of the reserve fund budget shall be distributed to each Class A Member and vacant Lot Owner in the same manner as the operating budget.

Section 4. Maximum General Assessments. For the 1992 and 1994 assessment years only, the maximum general assessment for Improved Lots to which a Class A membership is appurtenant shall not exceed the amount of One Thousand Dollars (\$1,000.00) per Improved Lot per assessment year, and the maximum general assessment for Vacant Lots shall not exceed the amount of Two Hundred Dollars (\$200.00) per Vacant Lot per assessment year. Following the 1994 assessment year, the maximum general assessment for Improved Lots and Vacant Lots shall not be applicable, and the Board of Directors shall re-examine the maximum general assessments for Improved Lots and Vacant Lots. Nothing contained in this Section 4. affects the ability of the Association to levy special, parcel and/or lawn maintenance assessments in addition to the general assessments.

Section 5. Increases in Maximum General Assessments.

- A. From and after January 1, 1995, the general assessments for all Class A Members and for all Vacant Lot owners as provided hereinabove, may be increased by the Board of Directors of the Association, without a vote of the Class A Members and without the approval of the Vacant Lot Owners, by an amount equal to ten percent (10%) of the general assessments for the previous assessment year for Improved Lots and Vacant Lots, as applicable plus the amount by which the prevailing Consumer Price Index shall have increased above the level prevailing as of the date of the recording of this Amended Declaration, 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 assessment year.
- B. From and after January 1, ~~1995~~ 1997, the general assessments for all Class A Members as provided hereinabove, may be increased above that established by Section 5.A. immediately hereinabove for the next succeeding assessment year, and thereafter at the end of such assessment year for each succeeding assessment year, by an affirmative vote of a simple majority of the then Class A Members of the Association present, in person or by proxy, at a meeting of the Members duly called for this purpose in accordance with the By-Laws of the Association.
- C. From and after January 1, ~~1995~~ 1997, the general assessments for all Vacant Lot Owners as provided hereinabove may be increased above that established by Section 5.A. hereinabove for the next succeeding assessment year and thereafter at the end of such assessment year for each succeeding assessment year, by the consent of a simple majority of the then Vacant Lot Owners present, in person or by proxy, at a meeting called in accordance with Section 6.B. of this Article V.

Section 6. Notice and Quorum for any Action Authorized Under Sections 2. and 5. of this Article.

- A. Written notice of any meeting called for the purpose of taking any section authorized under Sections 2.A or 5.B of this Article V shall be sent to all Members not less than ten (10) days nor more than thirty (30) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast fifty percent (50%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, however, the required quorum at the

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

- B. Written notice of any meeting for the purpose of obtaining the consent of the Vacant Lot Owners as required under Section 5.0 of this Article V shall be sent to all of the then Vacant Lot Owners not less than ten (10) days nor more than thirty (30) days in advance of the meeting. At the first such meeting, the presence of Vacant Lot Owners not less than ten (10) days nor more than thirty (30) days in advance of the meeting. At the first such meeting the presence of Vacant Lot Owners or of proxies representing fifty percent (50%) of the then Vacant Lot Owners shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, however, the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting.

Section 7. Non-Payment of Assessments.

- A. Any assessment levied pursuant to this Amended Declaration, or any installment thereof, which is not paid within ten (10) days following the due date [which ten (10)-day period shall not constitute a grace period], shall be delinquent and shall, together with interest thereon at the rate of eighteen percent (18%) per annum beginning on the due date and cost of collection thereof (including attorneys' fees), thereupon become a continuing lien upon the Improved Lot or Vacant Lot belonging to the Class A Member or Vacant Lot Owner against whom such assessment is levied and shall bind such Improved Lot or Vacant Lot in the hands of the then Class A Member or Vacant Lot Owner, his heirs, devisees, personal representatives and assigns to the extent permitted by Law. The personal obligation for the Class A Member or Vacant Lot Owner to pay such assessment shall, in addition, remain his personal obligation and a suit to recover a money judgment for non-payment of any assessment levied pursuant to this Amended Declaration, or any installment thereof, may be maintained without foreclosing or waiving the lien herein created to secure the same, and without affecting the obligation of the Class A Member or Vacant Lot Owner to pay all assessments provided herein in full.
- B. Any assessment levied pursuant to this Amended Declaration, or any installment thereof, which is not paid within ten (10) days following the due date [which ten (10)-day period shall not constitute a grace period], shall bear interest at the rate of eighteen percent (18%) per annum beginning on the due date, and shall subject the Class A Member or Vacant Lot Owner obligated to pay the same to the payment of such penalty or "late charge" as the Board of Directors may fix from time to time. The Association may also bring an action at law against the Class A Member or Vacant Lot Owner personally obligated to pay the same to the payment of such penalty or "late charge" as the Board of Directors may fix from time to time. The Association may also bring an action at law against the same, or foreclose on the lien against the Improved Lot or Vacant Lot then belonging to said Class A Member or Vacant Lot Owner in the manner provided under the Maryland Contract Lien Act, or as may otherwise from time to time be provided by law, and without affecting the obligation of the Class Member or Vacant Lot Owner to pay all assessments provided herein in full, in either of which events interest, costs and attorneys' fees shall be added to the amount of each assessment.
- C. If requested in writing to do so by a Mortgagee, the Association shall notify the holder of the first mortgage on any Improved Lot or Vacant Lot for which any assessment levied pursuant to this Amended Declaration becomes delinquent for a period in excess of sixty (60) days and in any other case where the Class A Member or Vacant Lot Owner is in default with respect to the performance of any other obligation hereunder for a period in excess of sixty (60) days, but any failure to give such notice shall not affect the validity of the lien for any assessment levied pursuant to this Amended Declaration, nor shall any such failure affect any of the priorities established in this Article V of this Amended Declaration.

Section 8. Assessment Certificates. The Association shall, upon written demand at any time, furnish to any Class A Member or Vacant Lot Owner liable for any assessment levied pursuant to this Amended 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). A reasonable charge may be levied in advance by the Association for each certificate so delivered.

Section 9. The Priority of Lien.

- A. The lien established by this Amended Declaration shall have preference over any other assessments, liens, judgments or charges of whatever nature, except the following:
- (1) general and special assessments for **ad valorem** real estate taxes on the Improved Lot or Vacant Lot; and
 - (2) the liens of any Mortgages or other encumbrance duly recorded on the Improved Lot or Vacant Lot prior to the lien thereon of the general assessments (or special, parcel or land maintenance assessments) provided for in this Amended Declaration or duly recorded on said Improved Lot or Vacant Lot after receipt of a written statement from the Board of Directors reflecting that payments on account of any such assessments were current as of the date of recordation of said, Mortgage or other encumbrance.
- B. Any holder of any Mortgage or other encumbrance duly recorded on an Improved or Vacant Lot and made in good faith and for value received who comes into possession of the Improved Lot (and the Residential Unit thereon) or Vacant Lot pursuant to a foreclosure of such 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 Improved Lot (and the Residential Unit thereon) or Vacant Lot pursuant to a foreclosure of such 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 Improved Lot (and the Residential Unit thereon) or Vacant Lot subject to any claims for unpaid assessments levied against the Improved Lot or Vacant Lot which accrue prior to the foreclosure sale, with such unpaid assessments to be treated as **ad valorem** real taxes for purposes of foreclosure or any arrangement in lieu of foreclosure. In addition, such foreclosure, or deed, assignment or other proceeding or arrangement in lieu of foreclosure shall not relieve the purchaser at any foreclosure sale from any liability for any assessments thereafter becoming due, or from the lien herein created to secure the payment of such assessments, which said lien, if any claimed, shall have the same effect and be enforced in the same manner as provided herein.

Section 10. Commencement of Assessments. Except as may be otherwise resolved by the Board of Directors of the Association, the general, special or parcel assessments with respect to Improved Lots and Vacant Lots as provided herein shall commence on the first day of the month following the date upon which the Board of Directors declares such general, special or parcel assessment, as applicable, to be levied against Class A Members or Vacant Lot Owners. ~~Except as may be otherwise resolved by the Board of Directors, lawn maintenance assessments shall commence with respect to Improved Lots and Vacant Lots on the first day of the month following the provision of service with respect to such Improved Lots or Vacant Lots.~~ Such assessment shall be deemed fixed and accomplished without further action by the Declarant, the Association or the Board of Directors. The first general assessment shall be made for the balance of the assessment year during which a deed for an Improved Lot or Vacant Lot is delivered to the Class A Member or Vacant Lot Owner, as applicable, and shall become due and payable and a lien on the date a deed for an Improved Lot or Vacant Lot is delivered to the Class A Member or Vacant Lot Owner, as applicable. Except as set forth in Section 11, below, all Vacant Lots which are owned by the Declarant shall be exempt from paying any assessments described herein.

Section 11. Assessment of Declarant. The Declarant shall pay the assessments described herein from Improved Lots owned by Declarant which have Residential Units thereon which are occupied, whether as a model home, a sales office, or otherwise.

Section 12. Exempt Property. No portion of the Common Area shall be subject to assessment of any kind by the Association.

**Chang
ed in
'95**

ARTICLE VI
ARCHITECTURAL STANDARDS

Section 1. Environmental Control Committee.

- A. The board of Directors shall have the authority and standing, on behalf of the Association, to enforce in courts of competent jurisdictions decisions of any committee established under this Article VI hereof. This Article may not be amended without the Declarant’s written consent as long as the Declarant owns any land subject to this Amended Declaration or subject to annexation pursuant to Article IV hereof.
- B. It shall be prohibited for any Owner or Vacant Lot Owner to undertake (i) any construction, which term shall include, in addition to the actual erection of a Residential Unit and its appurtenances and other structures and improvements, any staking, clearing, excavation, grading, or other site work; ~~(ii) any landscaping, plantings or removal of plants, trees or shrubs;~~ or (iii) any modification, change or alterations of an Improved Lot or Residential Unit or Vacant Lot, whether functional or decorative, except in strict compliance with this Article VI, and until the approval of the Environmental Control Committee has been obtained.
- C. The Environmental Control Committee (“ECC”) shall have exclusive jurisdiction over all construction (including original construction and any and all modifications, alterations and/or additions thereto) and landscaping on any portion of the properties. The ECC may prepare and, on behalf of the Board of Directors, may promulgate Design and Development Guidelines (“Guidelines”) and Application and Review Procedures (“Procedures”). The Guidelines and Procedures shall be those implemented by the Association and the ECC shall have sole and full authority to prepare and to amend the Guidelines and Procedures as established by the Board of Directors. It shall make the Guidelines and the Procedures available to Owners, Vacant Lot Owners, builders, and developers who seek to engage in development of or construction upon all or any portion of the Properties. All original construction and landscaping within the Properties shall be performed strictly in accordance with this Article as well as the Guidelines and Procedures. Any reasonable costs incurred by the ECC in reviewing and approving the applications for original construction and landscaping within the Properties which are submitted to the ECC shall be the responsibility of the applicant. Until three hundred (300) Residential Units are located within the Properties, and except as otherwise provided herein, the Declarant retains the right to appoint all members of the ECC, which shall consist of not less than three (3) nor more than five (5) Persons. There shall be no surrender of this right prior to such time, except by a written instrument in recordable form executed by Declarant. Upon the expiration of such right, the Board of Directors shall appoint the members in the same manner as provide herein. Notwithstanding anything herein to the contrary, one (1) member of the ECC shall, at all times, be designated and appointed by the Lake Linganore Association, Inc. In the event that the Lake Linganore Association, Inc. fails to designate and appoint such member to the ECC within ten (10) days following written notice to the Lake Linganore Association, Inc. from the Declarant or the Board of Directors, as applicable, then the Declarant or the Board of Directors, as applicable, shall designate and appoint such member to the ECC.
- D. The ECC shall also have exclusive jurisdiction over all modifications, additions, or alternations made to existing Residential Units or other structures and improvements made on the Improved Lots, Vacant Lots or the Lawn and Garden Areas appurtenant to such Residential Units. The ECC may promulgate and amend modification standards in addition, and not in lieu of, the Procedures and Guidelines. All reasonable costs incurred by the ECC in reviewing and approving applications submitted to the ECC pursuant to this paragraph D. shall be the responsibility of the applicant. Unless expressly waived by the ECC, all applications for review submitted to the EXX pursuant to this paragraph D. shall be accompanied by a review fee of One Hundred Fifty Dollars (\$150.00) or such other amount established by the Board of Directors from time to time.

**Amend
ed '95**

E. Amended '95 [handwritten note on hard copy]

ARTICLE VII
USE RESTRICTION

The Properties (except for the Common Area) shall be used only for residential, recreational, and related purposes as may more particularly be set forth in this Amended Declaration. The Association, acting through its Board of Directors, shall have standing and the power to enforce use restrictions contained in any amendments to this Amended Declaration as if such use restrictions were originally contained in this Amended Declaration. Nothing in this Amended Declaration shall be constructed to prevent the Declarant, its successors and assigns, from building speculative Residential Units. NOTWITHSTANDING ANYTHING IN THIS AMENDED DECLARATION TO THE CONTRARY < THE PROVISIONS OF THIS ARTICLE VII SHALL NOT BE APPLICABLE TO THE DECLARANT OR ANY OF THE PROPERTIES OWNED BY THE DECLARANT SO LONG AS THE DECLARANT SHALL OWN THE SAME.

The Association, acting through its Board of Directors, shall have authority to make and to enforce standards and restrictions governing the use of the Properties. The Protective Land Use Standards attached hereto as Exhibit A and by this reference incorporated herein and made a part hereof shall be applicable to all of the Properties. The various provisions contained within the Protective Land Use standards may be modified within the Protective Land Use Standards may be modified from time to time as more fully set forth in the Protective Land Use Standards.

ARTICLE VIII
GENERAL PROVISIONS

Section 1. Term. The covenants and restrictions of this Amended Declaration shall run with and bind the Properties, and shall inure to the benefit of and shall be enforceable by the Board of Directors and the Owners and Vacant Lot Owners, their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from the date that this Amended Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless an instrument in writing, approved by a simple majority of the then Owners and Vacant Lot Owners, has been recorded within the year preceding the beginning of each successive period of ten (10) years, agreeing to change said covenants and restrictions, in whole or in part, or to terminate the same.

Section 2. Amendment. Until three hundred (300) Residential Units are located within the Properties, this Amended Declaration may be amended in the sole discretion of the Declarant. Thereafter, this Amended Declaration may be amended only by the affirmative vote (in person or by proxy) or written consent of a simple majority of the then Owners and Vacant Lot Owners, and a simple majority of the then eligible holders of first mortgages (as such term is defined in Article IC hereof) and the Declarant. However, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. Any amendment must be recorded in the Land Records of Frederick County, Maryland. No amendment may remove, revoke, or modify any right or privilege of the Declarant without the written consent of the Declarant or of the successor or assignee of such right or privilege.

Section 3. Indemnification. The Association shall indemnify every one of its officers and every one of its directors against any and all expenses, including counsel fees, reasonably incurred by or imposed upon any of its officers or of its directors in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the Board of Directors) to which he or she may be a party by reason of being or having been an officer or director. Such officers and directors shall not be liable for any mistake of judgment, negligence or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. Such officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the

extent that such officers or directors may have such personal liability along with the other Class A Members in their capacity as Owners of Improved Lots), and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment (except as noted hereinabove). Any right to indemnification provided for herein shall not be exclusive of any other rights to which any such officer or director, or former officer or director, may be entitled. The Association shall, as a Common Expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

Section 4. Easements for Encroachment and Maintenance Easements.

- A. There shall be reciprocal appurtenant easements of encroachment as between each Improved Lot and Vacant Lot and such portion or portions of the Common Area adjacent thereto or as between adjacent Improved Lots and/or Vacant Lots due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed or altered thereon (in accordance with the terms of these restrictions) to a distance of not more than one (1) foot, as measured from any point on the common boundary between each Improved Lot and Vacant Lot and the adjacent portion of the Common Area or as between said adjacent Improved Lots and/or Vacant Lots, as the case may be, along a line perpendicular to such boundary at such point; provided, however, in so event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of an Owner, Vacant Lot Owner, tenant, or the Association. There shall also be easements for the maintenance of said encroachments so long as they shall exist.
- B. With respect to all townhome Improved Lots within the Properties whose rear lot lines are adjacent to the WestWinds Golf Course ("Golf Course") or adjacent to other property not owned or controlled by the Association, there is hereby created for the benefit of the Owner of each such townhome Improved Lot a pedestrian easement of not more than ten (10) feet, as measured from any point on the common boundary between the townhome Improved Lot and the adjacent Golf Course or other property not owned or controlled by the Association. The purpose of this pedestrian easement is to allow the Owner of any townhome Improved Lot with a rear yard, which is bordered on two sides by other townhome Improved Lots, on a third side by the Golf Course or other property not owned by the Association, and on the fourth side by the Residential Unit located on such townhome Improved Lot, to have a reasonable means of pedestrian ingress and egress over the aforesaid ten (10)-foot pedestrian easement area. The use of this pedestrian easement shall be limited to reasonable pedestrian ingress and egress which is necessary to provide access to the rear yards of such townhome Improved Lots, and no vehicles (whether recreational or otherwise) of any kind shall be used upon this pedestrian easement. Without limiting the generality of the foregoing, it is intended that this pedestrian easement shall be utilized for purposes such as carrying firewood to the rear yards of the townhome Improved Lots and for the ingress and egress of non-self-propelled lawn maintenance equipment. This pedestrian easement right shall also extend to the Association to the extent access to the rear yards of townhome Improved Lots is necessary or desirable by the Association to maintain such rear yards or to otherwise enforce any provision of this Amended Declaration. Any Owner of a townhome Improved Lot utilizing this pedestrian easement set forth herein, or the Association to the extent it utilizes such easement, shall be responsible for correcting any damage to this pedestrian easement area or to the townhome Improved Lots subject to this pedestrian easement, to the extent such damage is occasioned through the exercise of this pedestrian easement.
- C. With respect to patio home Improved Lots and zero lot line home Improved Lots within the Properties, there is hereby created for the benefit of the Owner of each such patio home Improved Lot or zero lot line home Improved Lot, as well as the Association, a maintenance easement of not more than ten (10) feet, as measured from any point on the common boundary between adjacent patio home Improved Lots or zero lot line home Improved Lots or between each patio home Improved Lot or zero lot line home

Improved Lot and the adjacent Common Area, as the case may be. The purpose of this easement is to allow the Association and/or the Owner of a patio home Improved Lot or zero lot line home Improved Lot, as the case may be, to properly maintain the portion of the patio home or zero lot line home which is situated upon the aforesaid common boundary. Any Owner of a patio home Improved Lot or zero lot line home Improved Lot utilizing the easement set forth herein, or the Association, to the extent it utilizes such easement, shall be responsible for correcting any damage to the common area or to the patio home Improved Lot or zero lot line home Improved Lot subject to this easement to the extent such damage was occasioned through the exercise of this easement.

Section 5. Easements for Utilities, Etc.

- A. The Declarant hereby reserves for itself and its designees, blanked easements upon, across, over, and under, to the extent reasonably necessary, over the Improved Lots and Vacant Lots for ingress, egress, installation, replacing, repairing, and maintain cable television systems, master television antenna systems, security, and similar systems, walkways, and all utilities, including, but not limited to, water, sewer, meter boxes, telephone, gas, and electricity. The Declarant also reserves for itself and its designees the right to utilize and Improved Lot or Vacant Lot for the purpose of maintaining such facilities and performing such operations as in the sole opinion of the Declarant or its designees, may be reasonably required, convenient or incidental to the construction and sale of residences, including, without limitation, business offices, sales offices, storage areas, construction yards, signs, displays and model units and for any and all purposes reasonably related to the completion of the Project. Without limiting the foregoing, such right shall include the right to enter any Improved Lot or Vacant Lot for the purpose of carrying out any obligations the Declarant may have with respect to the Project and shall also include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action deemed reasonably necessary by the Declarant. These reserved easements may be assigned by the Declarant by written instrument to the Association, and the Association shall accept the assignment upon such terms and conditions as are acceptable to the Declarant. If these reserved easements are assigned to the Association, the Board of Directors shall, upon written request; grant such easements as may be reasonably necessary for the development of the Properties.
- B. In addition to the easements described above, there is hereby reserved for the installation and maintenance of utilities and drainage facilities, a specific easement ten (10) feet in width extending along the rear of each Improved Lot and Vacant Lot, and an easement five (5) feet in width extending along the side yards of each Improved Lot and Vacant Lot. Townhomes, patio homes and zero lot line homes which do not have side yards of five (5) feet or more shall not be subject to such side yard easements. All Owners and Vacant Lot Owners shall cooperate with the installation of all utilities in and through the Project, and agree to promptly execute such documents as the Declarant shall deem necessary to effectuate the easements established herein.
- C. Notwithstanding anything to the contrary contained in this Section, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on any portion of the Properties, except as may be approved by the Board of Directors or as provided in the development and sale of portions of the Properties by the Declarant. Should any entity furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, the Board of Directors shall have the right to grant such easement so long as such grant shall not conflict with the terms hereof. The easements provided for in this Article shall in no way adversely affect the use of the Improved Lot or Vacant Lot by the Owner or Vacant Lot Owner, as applicable, or adversely affect any other recorded easements within the Properties.
- D. A mutual right and easement for utility services is hereby established for the benefit of all Owners and Vacant Lot Owners, such that no Owner or Vacant Lot Owner shall take any action which would in any way

interfere with utility services being provided to other Owners or Vacant Lot Owners within the Project. If an Improved Lot, Residential Unit or Vacant Lot contains any utility pipes, ducts, conduits, wires or the like which are for the benefit, in whole or in part, of other Owners or Vacant Lot Owners within the Project, then the Owner or Vacant Owner who damages or interferes with such utility services shall promptly at his expense, repair or correct any such damage or interference with such utility services.

E. In addition to and concurrent with any other easements within the Project, there is hereby reserved a specific easement ten (10) feet in width extending along the lot line of any Improved Lot and any Vacant Lot appurtenant to any private or public street within the Project. Such easement shall be for the installation and maintenance of plantings and landscaping by the Declarant or the Association.

Section 6. Easements for Maintenance of Residential Units. The Association, its agents and employees, shall have an irrevocable right and easement to enter the Improved Lots or Vacant Lots for the purposes of exercising the rights and fulfilling the obligations established by this Amended Declaration and any amendments hereto recorded hereafter, including, without limitation, the right to maintain and care for Lawn and Garden Areas in accordance with this Amended Declaration.

Section 7. Construction and Sale. Notwithstanding any provisions contained in this Amended Declaration to the contrary, so long as the construction and sale of Improved Lots, Vacant Lots, and Residential Units shall continue, it shall be expressly permissible for the Declarant to maintain and carry upon any Improved Lot or Vacant Lot such facilities and activities as, in the sole opinion of the Declarant, may be reasonably required, convenient, or incidental to the construction or sale of such Improved Lots, Vacant Lots, or Residential Units, including, but not limited to, business offices, signs, model units, and sales offices, and the Declarant shall have an easement for access to such facilities. The Right to maintain and carry on such facilities and activities shall include specifically the right to use Residential Units owned by the Declarant the community center, if any, which may be owned by the Association, as models and sales offices. The rights of the Declarant contained herein shall extend to anyone purchasing five (5) or more Vacant Lots from the Declarant, or its successors and assigns; provided, however, that the right to exercise the privileges contained in this Section 7. shall be subject to such rules, regulations and conditions as shall be established by the Declarant from time to time. This Section may not be amended without the express written consent of the Declarant; provided, however, the rights contained in this Section 7. Shall terminate upon the earlier of (a) twenty (20) years from the date this Amended Declaration is recorded, or (b) upon the Declarant's recording a written statement that all sales activity has ceased.

Section 8. Party Walls and Party Fences. The rights and duties of Owners and Vacant Lot Owners with respect to party walls and party fences shall be governed by the following:

- A. **General Rules of Law to Apply.** Each wall or fence with is constructed as a part of the original construction on the Properties, any part of which is placed on the dividing line between Improved Lots and/or Vacant Lots, shall constitute a party wall or party fence, and with respect to such wall or fence, each of the adjoining Owners or Vacant Lot Owners shall assume the burdens of and be subject, an easement for that portion of a party wall or fence within his Improved Lot or Vacant Lot boundary and shall be entitled to the benefits of these restrictive covenants and, to the extent not inconsistent herewith, the general rules of law regarding party walls and party fences and regarding liability for property damage due to negligence or willful acts or omissions shall apply thereto.
- B. **Sharing of Repair and Maintenance and Destruction by Fire or Other Casualty.** If any such party wall or fence is damaged or destroyed by fire or other casualty or by some cause other than the act of one of the adjoining Owners or Vacant Low Owners, his agents, guests, invitees or

family (including ordinary wear and tear and deterioration from lapse of time), then, in such event, both such adjoining Owners or Vacant Lot Owners shall proceed forthwith to rebuild or repair the same to as good condition as formerly, in proportion of their respective use of the party wall or fence.

- C. **Repairs of Damage Caused by One Owner.** If any such party wall or fence is damaged or destroyed through the act of one adjoining Owner or Vacant Lot Owner or any of his agents, guests, invitees or members of his family (whether or not such act is negligent or otherwise culpable) so as to deprive the other adjoining Owner or Vacant Lot Owner of the full use and enjoyment of such wall or fence, then the Owner or Vacant Lot Owner of the full use and enjoyment of such wall or fence, then the Owner or Vacant Lot Owner responsible for such damage shall forthwith proceed to rebuild and repair the same to as good condition as formerly, without cost to the other adjoining Owner or Vacant Lot Owner.
- D. **Other Changes.** In addition to meeting the other requirements of this Amended Declaration, and of any building code or similar regulations or ordinances, any Owner proposing to modify, make additions to, or rebuild his Residential Unit in any manner which requires the extension or other alteration of any party wall or fence, shall first obtain the written consent of the adjoining Owner or Vacant Lot Owner.
- E. **Right to Contribution Runs with Land.** The right of any Owner or Vacant Lot Owner to contribution from any other Owner or Vacant Lot Owner under this Section shall be appurtenant to the Improved Lot or Vacant Lot and shall pass the successors in title of such Owner or Vacant Lot Owner.
- F. **Dispute.** In the event of a dispute between Owners and/or Vacant Lot Owners with respect to the repair or rebuilding of a party wall or fence or with respect to the sharing of the cost thereof, then, upon written request of one of such Owners or Vacant Lot Owners addressed to the Association, the matter shall be submitted to the Board of Directors, which shall decide the dispute, and the decisions of the Board of Directors shall be final and conclusive upon the parties.

Section 9. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 10. Right of Entry. The Association shall have the right, but shall not be obligated, to enter onto any Improved Lot or Vacant Lot and into any Residential Unit constructed on any Improved Lot for emergency, security, and safety, which right may be exercised by the Board of Directors, officers, agents, employees, managers, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner or Vacant Lot Owner.

Section 11. Perpetuities. If any of the covenants, conditions, restrictions, or other provisions of this Amended Declaration shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

Section 12. Golf Balls. Each Improved Lot, Vacant Lot and the Common Area is burdened with an easement permitting golf balls unintentionally to come upon the Improved Lot, Vacant Lot or Common Area and for golfers at reasonable times and in a reasonable manner to come upon the Improved Lots, Vacant Lots and Common Area to retrieve errant golf balls; except that no golf cars shall be entitled to use the easement and no walking shall be permitted through garden areas or through bushes or other plants which are part of any landscaping. In no event will any golf cart be permitted to come upon any area marked by the Declarant, the owner of the Golf Course, or their successors with white stakes. In no event shall any Person be entitled to retrieve errant golf balls from any physical structure or

terrace on any Improved Lot or a part of any Residential Unit. Each Owner of Vacant Lot Owner and any employee, independent contractor, guest, lessee, or other Person who may be on the Properties at the invitation of such Owner or Vacant Lot Owner hereby assumes the risk that he, she or it may be struck by a golf ball.

ARTICLE IX
MORTGAGEES' RIGHTS

The following provisions are for the benefit of holders, insurers, or guarantors of first mortgages on Improved Lots and Vacant Lots. To the extent applicable necessary, or proper, the provisions of this Article IC apply to both this Amended Declaration and the By-Laws of this Association. Where indicated, these provisions apply only to "eligible holders," as hereinafter defined; provided, however, voting percentages set forth herein are subject to and controlled by higher percentage requirements, if any, set forth elsewhere in this Amended Declaration for specific sections.

Section 1. Notices of Action. An institutions holder, insurer, or guarantor of a first mortgage, who provides written request to he Association (such request to state the name and address of such holder, insurer, or guarantor and the address of the Improved Lot or Vacant Lot) (therefore becoming an "eligible holder"), will be entitled to timely written notice of:

- A. any proposed termination or dissolution of the Association;
- B. any condemnation loss or any casualty loss which affects a material portion of the Properties or which affects any Improved Lot or Vacant Lot on which there is a first mortgage held, insured, or guaranteed by such eligible holder;
- C. any delinquency in the payment of assessments or charges owed by an Owner or Vacant Lot Owner subject to the mortgage of such eligible holder, insurer, or guarantor, where such delinquency has continued for a period of sixty (60) days;
- D. any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; or
- E. any proposed action which require the consent of eligible holders as required in Section 2. of this Article.

ARTICLE X
DECLARANT'S RIGHTS

Any or all of the special rights and obligations of the Declarant may be transferred to other Persons, provided that no such transfer shall be effective unless it is in a written instrument signed by the Declarant and recorded among the Land Records of Frederick County, Maryland. A deed of conveyance without the express written transfer of any rights or obligations of the Declarant shall not be sufficient to satisfy the requirement of the written instrument as set forth herein.

IN WITNESS WHEREOF, the undersigned has executed under seal this Amended Declaration as of the day and year first written hereinabove.

WITNESS:

Nancy S. Francis

WESTWINDS LIMITED PARTNERSHIP

BY: J.F. FORSTMANN COMPANY, INC.
General Partner

John E. Forstmann (SEAL)
John E. Forstmann
President

STATE OF MARYLAND, COUNTY OF FREDERICK, TO WIT:

On this 2nd day of December, 1992, before me, the undersigned officer, personally appeared John F. Forstmann, known to me to be the person whose name is subscribed to this Amended Declaration, who acknowledged himself to be the President of J.F. Forstmann Company, Inc., the General Partner of WestWinds Limited Partnership, a Maryland Limited Partnership, and that said John F. Forstmann, being authorized so to do, executed the foregoing Amended Declaration for the purposes therein contained, by signing the name of the Partnership by himself as President of J.F. Forstmann Company, Inc., the General Partner of WestWinds Limited Partnership.



GIVEN under my hand and seal this 2nd day of December, 1992.

Nancy E. Francis
NOTARY PUBLIC
NANCY E. FRANCIS
My Commission Expires 10/01/96

My Commission Expires _____

This instrument has been prepared under the supervision of the undersigned, an Attorney duly admitted to practice before the Court of Appeals of Maryland.

Richard R. Burgee
Richard R. Burgee

EXHIBIT A

All those lots or parcels of land situate, lying and being in the New Market and/or Eaglehead Election District, Frederick County, State of Maryland, being more particularly described as follows:

FIRST: Lots 82, 85, 86, 89, 90, 93, 94 and 95 as shown on a subdivision plot entitled “Plat of Correction, Lots 82, 85, 86, 89, 90, 92-95 & Parcel C, Section 1A, Plat 2, WESTWINDS”, recorded among the Plat Records of Frederick County, Maryland in Plat Book 45, page 34.

SECOND: Lots 135, 136, 137, 138, 139, 140, 141, 142, 144 and 145, Section 1A, Plat 5, WestWinds, as shown on a subdivision plat entitled “Plat of Correction, Lots 135-142, Lot 144 & 145, Section 1A-Plat 5, WESTWINDS”, recorded among the Plat Records of Frederick County, Maryland, in Plat book 45, page 37.

THIRD: Lot 129 and 143 as shown on a subdivision plat entitled “EAGLEHEAD, SANANDREW, Section II, Plat 1”, recorded among the Plat Records of Frederick County, Maryland, in Plat Book 8, page 64.

FOURTH: Lots 125, 126, 127, 128, 130, 131, 146, 147, 148, 149, 150, 151, and 152, as shown on a subdivision plat entitled “Plat of Correction, Lots 125-128, 130-131, Lots 146-152 & Revised Parcels C, section 1A – Plat 4, WESTWINDS”, recorded among the Plat Records of Frederick County, Maryland in Plat Book 45, page 36.

FIFTH: Lots 84, 87, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 117, 118, 119, 120, and 121, as shown on a subdivision plat entitled “EAGLEHEAD, SANANDREW, Section II, Plat 2”, recorded among the Plat Records of Frederick County, Maryland in Plat Book 8, page 63.

SIXTH: Lots 10, 11, 12, 13, 14, and 15, as shown on a subdivision plat entitled “Final Plat, Lots 10-15, Section 1-B, Plat 6, WESTWINDS”, recorded among the Plat Records of Frederick County, Maryland in Plat Book 45, page 38.

SEVENTH: Lots 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, and 98, as shown on a subdivision plat entitled “Final Plat, Lots 82-98, Section 1-B, Plat 1, WESTWINDS”, recorded among the Plat Records of Frederick County, Maryland in Plat Book 45, page 15.

EIGHTH: Lots 47, 48, 49, 50, 51, and 52, as shown on a subdivision plat entitled, “Final Plat, Lots 47-52, Section 1-B Plat 5 and Revised Parcel ‘C’ Section 1-A, Plat 4, WESTWINDS”, recorded among the Plat Records of Frederick County, Maryland, in Plat Book 46, page 16.

NINTH: Lots 99 through 114, inclusive, and Lot 136 as shown on a subdivision plat entitled “Revised Final Plat, Lots 99-114 & 136, Section 1-B, Plat 2, WESTWINDS, Being Part of Parcel A, Eaglehead Country Club, as recorded in Plat Book 33, page 122”, recorded among the Plat Records of Frederick County, Maryland in Plat Book 46, page 197.

TENTH: Lots 115 through 135, inclusive, as shown on a subdivision plat entitled “Revised Final Plat, Lots 115-135, Section 1-B, Plat 3, WESTWINDS, Being Part of Parcel A, Eaglehead Country Club, as recorded in Plat Book 33, page 122”, recorded among the Plat Records of Frederick County, Maryland in Plat Book 46, page 198.

DECLARATION OF PROTECTIVE LAND USE STANDARDS

WESTWINDS

USE RESTRICTIONS

The Properties shall only be held, conveyed, transferred, and sold subject to the conditions, restrictions, covenants, reservations, easements, liens and charges hereinafter set forth. The covenants, restrictions, conditions, reservations, liens and charges set forth herein are hereby declared to ensure the best use and the most appropriate development and improvement of each of the Properties thereof; to protect the Owners and Vacant Lot Owners against such improper use of surrounding Improved Lots and Vacant Lots as might depreciate the value of their Improved Lots or Vacant Lots; to preserve, so far as practicable, the natural beauty of the Properties; to guard against the erection thereon of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to obtain harmonious color schemes; to insure the highest and best development and use of the Properties; to encourage and secure the erection and maintenance of attractive homes thereon, with appropriate locations thereof on Improved Lots including the elevations thereof; to prevent haphazard and inharmonious improvement of Improved Lots; to secure and maintain proper setbacks from streets and water ways, and adequate free space between structures; and in general to provide adequately for the erection and maintenance of high type and quality of improvements and thereby to enhance the value of investment made by purchasers of Improved Lots and Vacant Lots.

1. Notwithstanding anything contained within these Covenants to the contrary, it shall be prohibited for any Owner or Vacant Lot Owner to undertake (i) any construction, which term shall include, in addition to the actual erection of a dwelling and its appurtenances, any staking, clearing, excavation, grading or other site work, (ii) any landscaping, plantings or removal of plants, trees or shrubs, or (iii) any modification, change or alteration of an Improved Lot or dwelling thereof, or Vacant Lot, whether functional or decorative, unless and until the value, type and size thereof, materials to be used in construction, exterior color schema, exterior lighting plans, specifications and details thereof, and the plans, showing the proposed location of the dwelling, garage and driveways upon the Improved Lot and final grades and landscaping plans, shall have been approved in writing by the Environmental Control Committee, and copies of said grades, plane, specifications and details shall have been lodged permanently with said Environmental Control Committee. Generally, homes will be traditional in design and substantially of brick construction with roofs of cedar shakes, slate or other shingles of at least three-hundred sixty (360)-pound weight. Considering that there are and will continue to be innovations in building materials, upon application, the Environmental Control Committee may approve other materials coming on the market which in its sole discretion provide similar high quality aesthetic appeal and long-term value both in utility and appearance. Unless other guidelines are promulgated by the Environmental Control Committee, plans submitted to the Environmental Control Committee shall have a scale as prescribed by the Environmental Control Committee from time to time. Floor plans and architectural plans shall have a scale of not less than one-quarter (1/4) inch for each foot. Improvements as used herein are intended to mean the improvements of every kind and character which shall be placed upon an Improved Lot or Vacant Lot. Plans may be disapproved for any reason including purely aesthetic reasons.

2. The Declarant expressly reserves unto said Environmental Control Committee the sole and exclusive right to approve grades and slopes on all Improved Lots and Vacant Lots and to approve the grade at which any Residential Unit (as defined in the Amended Declaration) shall hereafter be erected or placed thereon so that the same shall conform to a general plan, subject only to compliance with the regulations of public authorities having control thereof.

3. Except with the express written approval of the Environmental Control Committee, which shall be granted only in unusual circumstances, no structure shall be erected or placed on any Improved Lot or Vacant Lot

which does not have a garage under the dwelling, or a closed garage attached to the dwelling or connected by a breezeway or other permanent structure. The Environmental Control Committee shall have the sole discretion to determine acceptable structure and design of the garage and any connecting structure. Garage doors and the doors of any other storage room or the dwelling shall be maintained in a closed position whenever possible. Zero lot line units or townhouse dwelling units, in the discretion of the Environmental Control Committee, may not be required to have garages.

4. The exterior of all structures, including garages, shall be completed in accordance with the approved plans and specifications within a period of one (1) year from the commencement of construction thereof. Unless otherwise agreed upon by the Environmental Control Committee, if construction is not commenced within six (6) months of the approval of the plans, the same must be resubmitted for approval in accordance with Paragraph 1 hereof, and shall be subject to complete reconsideration by the Environmental Control Committee.

5. Trees may be removed from an Improved Lot or Vacant Lot where reasonably necessary for the construction of driveways, paths, utility lines and structures, but in order to preserve the scenic beauty of the land hereby conveyed, except for such designated purposes, no tree larger than eight (8) inches in diameter (measured two (2) feet above the ground) or more than twenty (20) feet in height shall be removed from such land or destroyed without the written approval of the Environmental Control Committee.

6. No Improved Lot or Vacant Lot shall be subdivided into smaller parcels and, except for any transfer or dedication to any municipality, public utility, or any other public body, no portion of any Improved Lot or Vacant Lot (other than the entire Improved Lot or Vacant Lot) shall be transferred or conveyed.

7. Except with respect to the Declarant, its successors and assigns, during the development of the Project, the Properties (except the Common Area) shall be used for residential purposes only, and no offensive trade or activity shall be carried on upon any of the Properties nor shall anything be done thereon which may be or become an annoyance or nuisance. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell, amplifier 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 constructed upon any of the Properties (except the Common Area). The use of any portion of the Properties or any part of any structure thereon as an office for the conduct of any professional business or political purposes or for an embassy, chancery, consulate or for any similar purposes shall be, in general, deemed offensive and therefore prohibited unless expressly permitted by written consent of the Environmental Control Committee.

8. No lawn ornaments and no tent, trailer, or temporary structure, of any kind, may be erected or placed on or moved to any of the Properties without written approval of the Environmental Control Committee, except a contractor's shed or trailer, which is to be used only during construction of the permanent improvements upon the Properties. Such contractor's shed or trailer shall be removed upon the completion of such permanent improvements.

9. No sign, billboard or advertisement shall be displayed or placed upon the Properties except a sign not greater than thirty-six (36) inches by twenty-four (24) inches may be placed upon an Improved Lot or Vacant Lot indicating that it is private property and denying public access to it, or advertising the Improved Lot or Vacant Lot for sale or rent, or except signs used by the Declarant, to advertise any of the Properties during the construction and sales period. Any signage so permitted and used shall be in strict conformance to standards promulgated from time to time by the Environmental Control Committee. This limitation shall in no event preclude the placing on an Improved Lot of a sign of normal form and size stating solely the name of the owner of the Improved Lot and/or the address

of the Improved Lot. In addition, the Environmental Control Committee may permit limited signage by builders of homes for resale on the Properties providing such signage is approved in writing in advance of its placement on the Properties.

10. No garage or outbuilding erected on an Improved Lot shall at any time be used for human habitation, temporarily or permanently, nor shall any structure of a temporary character be used for human habitation.

11. No main residential structure shall be permitted on any Improved Lot, the habitable floor area (measured from the interior exposed surface of perimeter walls), of which, exclusive of basement levels, porches, patios, attics, and garages, is less than the following:

<u>TYPE OF HOME</u>	<u>SQUARE FOOTAGE</u>
Detached Homes – ½ acre and larger	
1-1/2 or 2 story	2,800
1 story	2,500
Detached Homes – ¼ acre	
1-1/2 or 2 story	2,300
1 story	2,300
Patio Homes	
1-1/2 or 2 story	1,900
1 story	1,900
Townhomes	1,700

12. [Intentionally Omitted]

13. No exterior lighting, emanating from an Improved Lot, shall be directed outside its boundaries without the prior written approval of the Environmental Control Committee.

14. No vehicles without a current and valid registration, no inoperable vehicles and no truck [over one-half (1/2)-ton capacity], trailer, camper, van, horse trailer, recreation vehicle, boat or any vehicle having commercial registration or displaying commercial information parked on any of the streets within or appurtenant to the Properties by Owners, Vacant Lot Owners, lessees or other occupants of Improved Lots. Notwithstanding the above, passenger vans, passenger vehicles without current and valid registrations and inoperative passenger vehicles may be stored within garages. Except for bona fide emergencies, no repair or extraordinary maintenance of automobiles or other vehicles shall be carried out on any Improved Lot or Vacant Lot or the streets within or appurtenant to the Properties.

15. All television or other antennae shall be located within the interior of a dwelling unless hardships involved make it necessary to use another location. Any such alternative location must be specifically approved in writing by the Environmental Control Committee or such other committee approved by the Environment Control Committee to approve such installations prior to any installation work. Approval for alternative locations will be granted only in the event of unusual circumstances. Satellite disks or similar transmitting or receiving devices will not normally be approved within the Properties.

16. The use of motorized lawn mowers, lawn tractors, grass trimmers, garden fillers and other motorized (including, but not limited to, electric and gasoline-powered engines) lawn and garden maintenance equipment shall be prohibited before 9:30 a.m. and after 6:00 p.m. on Saturdays and Sundays.

17. No tree, hedge or other landscape feature shall be planted or maintained in a location which obstructs sight-lines for vehicular traffic on public streets or on private streets and roadways. Without limiting the generality of the foregoing, no wire or other lawn edging, fencing or other treatment shall be placed or maintained on any Improved Lot or Vacant Lot which would impede the Association’s ability to perform its obligations as set forth in the Amended Declaration or which would be inharmonious with the aesthetics of the

community of which it is a part. For the purposes of the immediately preceding sentence, wire lawn edging shall be deemed inharmonious; provided, however, that if the Environmental Control Committee, upon appropriate application, shall approve such treatment, it shall be permitted on an Improved Lot or Vacant Lot notwithstanding the provisions of this paragraph.

18. Except for the temporary use of hoses and the like which are reasonably necessary in connection with normal lawn maintenance, no hose, water pipe, sewer pipe, gas pip, drainage pipe, television cable or other similar transmission line shall be installed or maintained upon any Improved Lot or Vacant Lot above the surface of the ground, unless such installation is expressly approved by the Environmental Control Committee.

19. Only with the prior approval of the Environmental Control Committee may play equipment be attached in any manner to the exterior of any dwelling or otherwise installed on any Improved Lot. No play equipment, including, without limitation, basketball, backboards, basketball hoops and other equipment associated with either adult or juvenile recreation, shall be attached in any manner to the exterior of any dwelling or otherwise installed on any Improved Lot. No such equipment will be allowed unless screened from view from the street and Golf Facility (as hereinafter defined) and placed in such a manner as to not constitute a nuisance to adjoining Owners or Vacant Lot Owners.

20. No structure, planting or other material shall be placed or permitted to remain upon any Improved Lot or Vacant 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.

21. Vegetable gardens shall not be permitted on any Vacant Lot and shall not be permitted on an Improved Lot unless placed in the rear portion thereof in such a manner as to not constitute a nuisance to the adjoining Owners, Vacant Lot Owners and/or the Golf Facility.

22. No lawn furniture shall be maintained in the front or side yards of any Improved Lot except if shielded from view by landscaping or a wall approved by the Environmental Control Committee.

23. Bed sheets, plastic sheets, newspapers, plastic storm windows or other similar window treatments shall not be hung or placed in or on any window on any dwelling located on any Improved Lot.

24. Children's play and similar equipment shall not be allowed to remain overnight within any front yard of any Improved Lot or within the Properties.

25. No play equipment such as metal or wooden swing sets, or children's climbing apparatus, or the like, shall be permitted on any Improved Lot or Vacant Lot unless screened substantially from view by landscaping or by a wall approved by the Environmental Control Committee.

26. Except as may be authorized by the Environmental Control Committee, no animals or poultry of any kind shall be raised, bred, or kept on the Properties. No more than a total of two (2) normal house pets may be kept on an Improved Lot or Vacant Lot. All pets shall be kept on a leash whenever such pets are not on the Improved Lot or Vacant Lot of the pet's owner. The keeping of any animal or other pet shall be subject to rules and regulations adopted by the Environmental Control Committee, and shall be further subject to all state and local laws and ordinances. No pets or other animals shall be kept, bred, or maintained for any commercial purpose.

27. No fill, stumps, trash, grass clippings, or other refuse of any kind shall be allowed to accumulate on any Improved Lot or Vacant Lot.

28. Except for original construction authorized by the Declarant or its designee, no fence or wall of any kind shall be erected, placed or maintained, or permitted to remain upon any of the Properties, unless and until the written consent of the Environmental Control Committee has been obtained therefor.

29. Oil development operations, refining, mining operations of any kind, or quarrying, shall not be permitted upon, or in, any of the Properties, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any portion of the Properties.

30. All trash, garbage, and refuse stored outside any dwelling shall be stored in covered receptacles and be regularly removed from the Improved Lots, and shall not be allowed to accumulate thereon. Trash and garbage containers shall not be permitted to remain in public view except on days of trash collection. No burning of any trash shall be permitted on any of the Properties. No clothesline shall be erected or maintained on any Improved Lot or Vacant Lot. All storage areas and machinery and equipment shall be prohibited on any Improved Lot or Vacant Lot, unless obscured from view of adjoining Improved Lots, Vacant Lots and the Golf Facility (as hereinafter defined) and streets by an approved, appropriate screen. Nothing herein shall be deemed to apply to the storage on any of the Properties by the Declarant or its assignees of building materials during, and for use in, the construction of the improvements on the Improved Lots or Vacant Lots.

31. No school or church of any kind shall be maintained or operated upon any portion of the Properties.

32. No swimming pools will be permitted on Improved Lots or Vacant Lots without proper written approval of Environmental Control Committee.

33. The Declarant hereby reserves an easement for support as follows: to the extent that any portion of the Properties now or hereafter supports or contributes to the support of any other portion of the Properties, the former is hereby burdened with an easement for the lateral and adjacent support of the latter, unless the Declarant or the Environmental Control Committee shall indicate in writing to the contrary.

34. None of the foregoing restrictions shall apply to the Declarant. In addition, said provisions shall not apply to the Declarant's successors and assigns, but only to the extent that any of the rights, reservations, easements, interests, exemptions, privileges and powers of the Declarant are specifically assigned or transferred to such successors or assigns. A deed of conveyance without the express written transfer of any rights or obligations of the Declarant shall not be sufficient to satisfy the requirement of the written instrument as set forth herein.

GOLF FACILITY

With respect to the Golf course (the "Golf Facility") which is constructed on property contiguous to the Properties, the Owners and Vacant Lot Owners shall be subject to the additional covenants that are set forth in this Paragraph.

- (iv.) Golf Facility. No Owner or Vacant Lot Owner shall have any right, by virtue of ownership of any Improved Lot or Vacant Lot, whether or not contiguous to the Golf Facility, of access, entry or other use of the Golf Facility, which is a private membership club. While Owners and Vacant Lot Owners shall have the right of quiet enjoyment to their Improved Lots and Vacant Lots, there shall be no activity thereon which is contiguous to the Golf Facility or any other portion of the Properties located within a distance of one hundred (100) feet from the boundary of the Golf Facility that unreasonably disturbs play, or the enjoyment of the Golf Facility, by members and guests thereof, including, without limitations, undue noise, unsightly trash and debris, or any other noxious or offensive activity. Typical noises and activities associated with normal construction activities shall be permitted except as set forth below. With respect to Improved Lots and Vacant Lots which are contiguous to the Golf Facility, there shall be no fencing around or abutting the boundary of the Golf Facility except for temporary fencing erected by the owner or operator of the Golf Facility during tournaments and except that fencing which is approved by the owner or operator of the Golf Facility and the Environmental Control Committee. With respect to Improved Lots and Vacant Lots which are not contiguous to the Golf Facility, there shall be no fencing or other obstructions within a distance of ten (10) feet from the boundary of the Golf Facility without the prior written permission of the owner or operator of the Golf Facility and the Environmental Control Committee. With respect to any fencing which is permitted pursuant to this paragraph 1, the owner or operator of the Golf Facility and the Environmental Control Committee may condition its

approval of such fencing on such additional rules and regulations as the owner or operator of the Golf Facility and/or the Environmental Control Committee may condition its approval of such fencing on such additional rules and regulations as the owner or operator of the Golf Facility and/or the Environmental Control Committee shall deem necessary and appropriate to insure the maximum use and enjoyment of the Golf Facility including, but not limited to, proper landscaping and screening of the fencing and any and all other restrictions which the Environmental Control Committee and/or owner or operator of the Golf Facility may determine in their sole and absolute discretion. Upon the completion of any properly approved fencing which encloses any Vacant Lot or the rear yard of any Improved Lot, any and all other restrictions which the Environmental Control Committee and/or owner or operator of the Golf Facility may determine in their sole and absolute discretion. Upon the completion of any properly approved fencing which encloses any Vacant Lot or the rear yard of any Improved Lot, any and all easements and licensees which may allow the retrieval of golf balls from such enclosed rear yard shall terminate automatically with no further action by any party.

- (v.) Construction Limits. With respect to portions of the Properties which are contiguous to the Golf Facility:
 - a. Reasonable efforts shall be made to screen locations of permanent construction material storage areas, chemical toilets, dumpsters and other unsightly items from the line of sight of the Golf Facility.
 - b. All construction areas shall be kept in reasonably good order. All debris shall be placed in dumpsters which shall be emptied as necessary during construction in order to prevent spillage of debris on the ground.
 - c. Except for drainage required by governmental authorities, no permanent open trenches will be located adjacent to the Golf Facility. Any trenches required by government authorities shall be designed so as to minimize any adverse aesthetic impact on the Golf Facility and the Properties.
- (vi.) Excavation. Any trenches located within a distance of ten (10) feet from the boundary of the Golf Facility must be closed overnight unless effectively barricaded, lighted and marked to indicate a hazardous condition.
- (vii.) Construction Vehicles and Parking. Construction parking will be restricted to the street side of any property contiguous to the Golf Facility (i.e., away from the common boundary with the Golf Facility).
- (viii.) Blasting. Blasting shall be restricted to weekdays only.
- (ix.) Construction Access Across or Over Golf Facility. In order to prevent damage to the Golf Facility, at no time will access be allowed across or over the Golf Facility for storage or transportation of labor or materials or location of construction equipment other than in connection with construction easements approved in advance in writing by the owners or operators of the Golf Facility.
- (x.) Noise. Radios, tape or record players, telephones, horns or bells shall not be operated in an unreasonably loud manor on any portion of the Properties located within a distance of one hundred (100) feet from the boundary of the Golf Facility.
- (xi.) Signage. No signs will be allowed on the Golf Facility side of any portion of the Properties contiguous to the Golf Facility, other than emergency or warning signs.
- (xii.) Additional Construction Restrictions on Portions of the Properties Adjacent to Golf Facility. The following additional restrictions shall also apply to construction on portions of the Properties contiguous to the Golf Facility:
 - a. The contractor shall schedule and perform his work in a good and workmanlike manner and use reasonable efforts to minimize any detrimental impact on play in, or conduct of, any tournament, including the enjoyment thereof by spectators.
 - b. No work will be allowed that will restrict areas to the Golf Facility (except in the event of an emergency) unless such work is coordinated with, and approved by, the owners or operators of the Golf Facility, which approval shall not be unreasonably withheld.

c. The contractor shall exercise reasonable care to restore any area affected by his construction activities to its original condition.

(xiii.) Pets. Pets shall be kept off the Golf Facility at all times. Any animals on the Golf Facility are subject to impounding and the owners of such pets will be subject to fines imposed by the Environmental Control Committee.

(xiv.) Enforceability. The rights and obligations to implement and enforcement of the provisions of this Golf Facility Section, and of those portions of Amended Declaration or these Covenants that are directed solely to the protection of an enjoyment of the Golf Facility, shall be delegated to and become the sole responsibility of the owners or operators of the Golf Facility.

GENERAL PROVISIONS

The mailing address of said Environmental Control Committee shall be 11411 Gas House Pike, Mt. Airy, Maryland 21771 or such other address as shall from time to time be designated by the Environmental Control Committee, by instrument recorded among the Land Records for Frederick County, Maryland. A majority of the Environmental Control Committee may designate a representative to act for it. In the event of death, resignation, or inability to act, of any member of the Environmental Control Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Environmental Control Committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to the Amended Declaration and/or these Covenants. The Environmental Control Committee's approval or disapproval as required shall be in writing. A majority of the membership of the Environmental Control Committee shall constitute a quorum and all actions shall require only a simple majority vote. Any one member of the Environmental Control Committee, except for the member designated and appointed by the Lake Linganore Association, Inc., shall have the absolute and conclusive authority to certify in writing for any purpose whatsoever that the Environmental Control Committee has duly approved or disapproved any action coming within the scope of the Environmental Control Committee's authority, and such certification in writing shall be in all respects absolutely, irrevocably and conclusively binding upon the Environmental Control Committee and all members in interest. In the event that the Environmental Control Committee, or its designated representative fails to approve or disapprove within sixty (60) days after any application within the scope of the Environmental Control Committee's authority has been submitted in writing to it, and with regard to plans and specifications after same have been submitted to it, approval will not be required and the Amended Declaration and these Covenants shall be deemed to have been fully complied with.

These Covenants are to run with the Properties and shall be binding on all parties and all persons claiming under them for ten (10) years from the date of original recording of these Covenants, at which time each and all of the Covenants shall be automatically extended for successive periods of five (5) years unless by vote of a simple majority of the then Owners it is agreed to change the same, in whole or in part, and an instrument setting forth said changes is duly executed and acknowledged by said simple majority of the then Owners and duly recorded among the Land Records for Frederick County, Maryland. No amendment or change may be made in any event to those portions of the Covenants set forth in the Golf Facility section hereof without the written consent of the owners or operators of the Golf Facility or their successors in interest.

The Environmental Control Committee expressly reserves to itself, its successors and assigns in case of any violation of any of the conditions, or upon a breach of any of these Covenants, the right to enter the Improved Lots or Vacant Lots upon which the condition or violation may exist, and summarily abate or remove the condition or violation that may exist or be thereon contrary to the intent and meaning of the

provisions hereof as interpreted by the Environmental Control Committee. Environmental Control Committee shall not, by reason thereof, be deemed guilty of any manner of trespassing for such entrance, abatement, or removal, which shall be at the cost and expense of the Owners of the Improved Lots or the Vacant Lot Owners of the Vacant Lots upon which such condition or violation exists. Failure by the Environmental Control Committee to enforce any of these Covenants or conditions of this instrument shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequent thereto.

The Declarant may assign any and all of its rights, powers, obligations and privileges hereunder to any other corporation, association or Person and the Environmental Control Committee may assign any and all of its rights, powers, obligations and privileges hereunder to any other corporation, association or Person. Such assignment, or assignments, are to be effective upon the recordation among the Land Records of Frederick County, Maryland, of the instrument assigning same.

All grantees in conveyance of Improved Lots and Vacant Lots expressly stipulate and agree that, inasmuch as the Declarant is the most interested party in maintaining the high class development which by these restrictive Covenants is sought to be maintained, the Declarant has rightfully reserved unto itself the right to waive, alter, modify or amend any portion of the Covenants, in its sole discretion. Such waiver, alteration, modification or amendment shall be evidenced by recording among the Land Records for Frederick County, Maryland, an instrument, signed by the Declarant, evidencing such change. Any waiver, alteration, modification or amendment made to a particular Improved Lot, Vacant Lot or other portion of the Properties shall in no way be construed to waive, alter, modify or amend the applicability of these Covenants to any other Improved Lot, Vacant Lot or the remainder of the Properties.

Enforcement of these Covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any of these Covenants, either to restrain violation or to recover damages. Any Owner shall have the right to seek enforcement of these Covenants, and in the event such party seeking such enforcement shall be upheld by the courts, the defendant or defendants in such case shall be liable for the reasonable attorneys' fees sustained by the plaintiff, together with court costs of such action, and the same shall, to the extent permitted by law, constitute a lien upon the property of such defendant.

Each of the provisions hereof shall be deemed independent of the others, and invalidation of any one of these Covenants, or any part, or parts thereof, by judgments, or court order, shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

These Covenants shall bind, and benefit all of the Owners and Vacant Lot Owners and their successors and assigns. Whenever the singular is used, it shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WXYZE-6.PDT
111892:PDT

**BY-LAWS
OF
WESTWINDS VILLAGE, INC.**

**ARTICLE I
NAME AND LOCATION**

The name of the corporation is Westwinds Village, Inc., hereinafter referred to as the “Village”. The principal office of the corporation shall be located at 11411 Gas House Pike, Mt. Airy, Maryland 21771, but meetings of Members and Directors may be held at such places within the State of Maryland as may be designated by the Board of Directors.

**ARTICLE II
MEMBERSHIP**

Section 1. Membership. The Village shall have two classes of voting membership which shall be known as “Class A” and “Class B”, which is further described in Article III of the Amended Declaration.

Section 2. Membership Certificates. In the event the Board of Directors considers it necessary or appropriate to issue membership certificates or the like, then each such membership certificate shall state that the Village is organized under the laws of the State of Maryland, the name of the registered holder or holders of the membership represented thereby, and shall be in such form as shall be approved by the Board of Directors. Membership certificates shall be consecutively numbered, bound in one or more books, and shall be issued therefrom upon certification as to the transfer of title to the Lot to which such membership is appurtenant. Every membership certificate shall be signed by the President or a Vice President and the Secretary or an Assistant Secretary and shall be sealed with the corporate seal. Such signatures and seal may be original or facsimile.

Section 3. Lost Certificate. The Board of Directors may direct that a new certificate or certificates be issued in place of any certificate or certificates previously issued by the Village and alleged to have been destroyed or lost, upon the making of an affidavit of that fact by the person claiming the membership certificate to be lost or destroyed. When authorizing such issuance of a new certificate or certificates, the Board of Directors may, in its discretion, and a condition precedent to the issuance thereof, require the registered holder or holders of such lost or destroyed certificate or certificates, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and to give the Village an account thereof prior to the issuance of a new certificate.

Section 4. Liquidation Rights. In the event of any voluntary or involuntary dissolution of the Village, each Class A member of the Village shall be entitled to receive out of the assets of the Village 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 Village then issued and outstanding.

**ARTICLE III
MEETINGS OF MEMBERS**

Section 1. **Place of Meeting.** Meetings of the membership shall be held at the principal office or place of business of the Village 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 Village 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 the Members shall be held within one (1) year from the date of filing of the Articles of Incorporation of the Village with the State Department of Assessments and Taxation of Maryland or earlier if required by law. Thereafter, the annual meetings of the Members shall be held during the same month of each succeeding year. At such meeting there shall be elected by ballot of the Members a Board of Directors in accordance with the requirements of Article IV 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-five percent (25%) of the then Members having been presented to the Secretary; provided, however, that no special meetings shall be called either (a) except upon resolution of the Board of Directors, prior to the first annual meeting of the Members as hereinabove provided for, or (b) to consider any matter which is substantially the same as a matter voted on at any special meeting of the Members held during the preceding twelve (12) months. The Secretary shall inform the members who petition for a special meeting of the reasonably estimated cost of preparing and mailing a notice of the meeting and, upon payment of the estimated cost to the Village, shall notify each Member entitled to notice of the meeting. The notices 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. **Motions of Meetings.** It shall be the duty of the Secretary to mail, or hand-deliver, 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 this address as it appears on the membership books of the Village 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 Member at any meeting of the Members, either in person or by proxy, shall be a waiver of notice by him of the time, place and purpose of that meeting. Notice of any annual or special meeting of the Members of the Village 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 Village shall maintain a current roster of the names and addresses of each Member to which written notice of meetings of the Members of the Village shall be delivered or mailed. Each Owner shall furnish the Board of Directors with his name and current mailing address.

Section 6. **Quorums.** The presence, either in person or by proxy, of Members entitled to cast twenty-five percent (25%) of the votes of each class of membership, shall be requisite for, and shall constitute a quorum for the transaction of business at all meetings of Members, except as otherwise provided in the Articles of Incorporation, the Amended Declaration or these By-Laws. 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. The members present thereat shall have the power to adjourn the meeting and call an additional meeting giving at least fifteen (15) days' notice. At the additional meeting, the Members present in person or by proxy shall constitute a quorum.

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 adjourn and

reconvene the meeting in accordance with the provisions and requirements of Section 5-206 of the Corporation and Associations Article, Annotated Code of Maryland (1985 Repl. Vol.), as from time to time amended.

Section 8. Voting. At every meeting of the Members, each Class A Member shall have the right to cast one (1) vote for each Lot owned by such Class A member. Each Class B Member shall have the right to cast ten (10) votes on each question for each Lot owned by such Class B Member. The vote of the Members representing fifty-one percent (51%) of the total of the 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 Amended Declaration or of these By-Laws, a different vote is required, in which case such express provision shall govern and control. 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 Village, prior to or during the meeting. Any such certificate shall remain valid until revoked or superseded in writing. 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, who is shown on the books or management accounts of the Village to be more than sixty (60) days' delinquent in any payment due the Village.

Section 9. Action Without Meeting. Any action required or permitted to be taken at any annual or special meeting of the Members may be taken without a meeting if the required percentage of the Members shall individually or collectively consent in writing to such action and if such written consent or consents is filed with the minutes of the proceedings of the Members.

Section 10. Proxies. A Member may appoint any other Member of the Declarant or the Management Agent as his proxy. Any proxy must be in writing and must be filed with the Secretary in form approved by the Board of Directors before the appointed time of each meeting. Unless limited by 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 11. 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 Village 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 of any such meeting and may, upon 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 12. Order of Business. The order of business at all annual meetings of the Members of the Village shall be as follows:

- (xv.) Roll call and certification of proxies.
- (xvi.) Proof of notice of meeting or waiver of notice.
- (xvii.) Reading and disposal of minutes of preceding meetings, if any.
- (xviii.) Reports of officers, if any.
- (xix.) Reports of committees, if any.
- (xx.) Election or appointment of inspectors of election.
- (xxi.) Election of Directors.
- (xxii.) Unfinished business.
- (xxiii.) New Business.
- (xxiv.) Adjournment.

In the case of special meetings, items (1) through (d) shall be applicable and thereafter the agenda shall consist of the items specified in the notice of the meeting.

Section 13. Rules of Order and Procedure. The rules of order and other matters of procedure at all annual and special meetings of the Members shall be determined by the Chairman of such meeting.

ARTICLE IV **BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE**

Section 1. Number. The affairs of the Village shall be managed by a Board of Directors initially consisting of three (3) natural persons who shall be designated by the Declarant and who shall hold office until the election of their successors at the first annual meeting of the Members of the Village. Commencing with the first annual meeting of the Village, the Board of Directors shall consist of an uneven number of not fewer than five (5) nor more than seven (7) Members who shall be elected by the Members of the Village. The number of Directors shall be determined by a vote of the Members at the first annual meeting of the Members and the number of Directors may be changed by a vote of the Members at any subsequent annual 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. Term of Office. At the first annual meeting, the Members shall elect one (1) Director for a term of one (1) year, and two (2) Directors for a term of two (2) years at least two (2) Directors for a term of three (3) years; and at each annual meeting thereafter, the Members shall elect a Director to each vacancy for a term of three (3) years. At the first annual meeting, the term of office of the two (2) Directors receiving the first and second greatest number of votes, respectively, shall each be fixed for three (3) years. The term of office of the two (2) Directors receiving the third and fourth greatest number of votes, respectively, shall each be fixed at two (2) years and the term of office of the one (1) Director receiving the fifth greatest number of votes, respectively, shall be held for one (1) year.

Section 3. Removal. After the first annual meeting of the Members, any Director may be removed from the Board of Directors, with or without cause, by a majority vote of the Members of the Village. Prior to the first annual meeting of the Members, any Director may be removed from the Board of Directors, with or without cause, by the Declarant. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining Members of the Board of Directors and shall serve for the unexpired term of his predecessor.

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

Section 5. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of a majority of such Directors. Such approval shall be filed with the minutes of the proceedings of the Board of Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

Section 6. Election. Election to the Board of Directors shall be by secret written ballot. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Amended Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE V MEETINGS OF DIRECTORS

Section 1. 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 date named for such meeting.

Section 2. Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) days' notice to 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 any two (2) of the Directors.

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

Section 4. 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.

ARTICLE VI POWERS AND DUTIES OF THE BOARD OF DIRECTORS.

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

- D. Adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the Members and their guest thereon, and to establish penalties for the infraction thereof;
- E. Suspend the voting rights and right to use of the Common Areas and facilities of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Village. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

- F. Exercise for the Village all powers, duties and authority vested in or delegated to this Village and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Amended Declaration;
- G. Declare the office of a Member of the Board of Directors to be vacant in the event such Member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and
- H. Employ a manager, an independent contractor, or such other employees as deemed necessary, and to prescribe their duties.

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

- D. cause to be kept a complete record of all acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by twenty-five percent (25%) of the Class A Members who are entitled to vote;
- E. supervise all officers, agents and employees of the Village, to see that their duties are properly performed;
- F. as more fully provided in the Amended Declaration, to:
 - (1) fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period;
 - (2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and
 - (3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the lien against any property for the Owner personally obligated to pay the same.
- G. issue, or cause an appropriate officer to issue, upon request by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board of Directors for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- H. procure and maintain adequate liability and hazard insurance on property owned by the Village;
- I. cause all officers or employees having fiscal responsibility to be bonded, as it may deem appropriate;
- J. cause the Common Area to be maintained; and
- K. otherwise perform or cause to be performed the functions and obligations of the Board of Directors and the Village as provided for in the Amended Declaration and Articles of Incorporation and these By-Laws.

ARTICLE VII
OFFICERS and THEIR DUTIES

Section 1. **Enumeration of Officers.** The officers of this Village shall be a President and Vice President, who shall at all times be Members of the Board of Directors, a Secretary and a Treasurer, and such other officers as the Board of Directors may from time to time by resolution create.

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

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

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

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

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

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

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

President

The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board of Directors are carried out; shall sign all leases, mortgages, deeds, and other written instruments, and must be a Member of the Board of Directors.

Vice-President

The Vice-President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board of Directors. The Vice-President must be a Member of the Board of Directors.

Secretary

The Secretary shall be responsible for recording the votes and keeping the minutes of all meetings and proceedings of the Board of Directors and of the Members; keep the corporate seal of the Village and affix it on all papers requiring said seal; serve notice of meetings of the Board of Directors and of the Members; keep appropriate current records showing the Members of the Village together with their addresses, and shall perform such other duties as required by the Board of Directors.

Treasurer

The Treasurer shall be responsible for receiving and depositing in appropriate bank accounts all monies of the Village and shall oversee disbursement of such funds as directed by resolution by the Board of Directors; shall sign all promissory notes of the Village; shall keep proper books of account; shall cause an annual audit, review or compilation of the Village's books to be made by an outside public accountant at the completion of each fiscal year; shall prepare an annual budget and a statement of income and expenditures to

be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members if requested.

ARTICLE VIII FISCAL MANAGEMENT

Section 1 **Fiscal Year.** The fiscal year of the Village shall begin on the first day of January every year, except for the first fiscal year of the Village which shall begin at the date of recordation of the Amended Declaration among the Land Records for Frederick 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 Village subsequently dictate.

Section 2 **Principal Office – Change of Same.** The principal office of the Village 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 Village from time to time.

Section 3. **Books and Accounts.** Books and accounts of the Village 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 the receipts and of the expenditures and other transactions of the Village and its administration and shall specify the maintenance and repair expenses of the Common Areas and facilities, services, required or provided with respect to the same and any other expenses incurred by the Village. The amount of any assessment or portion of any assessment required for payment of any capital expenditures or reserved so the Village shall be credited upon the books of the Village to the “Paid-in-Surplus” account as a capital contribution by the Members.

Section 4. **Financial Reports.** The Village shall furnish the Members and any mortgage requesting the same with an annual financial statement, including the income and disbursements of the Village, within one hundred eighty (180) days following the end of each fiscal year.

Section 5. **Inspection of Books.** The books and accounts of the Village, vouchers accrediting the entries made thereupon, and all other records maintained by the Village, 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, at some place designated by the Board of Directors, during normal business hours and for purposes reasonably related to their respective interests and after reasonable notice.

Section 6. **Seal.** The board of Directors may provide a suitable corporate seal containing the name of the Village, 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 IX 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 (2/3) of the then Members of record of each class 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 Village or by petition signed by at least twenty-five percent (25%) of the total votes of the Members of each class, 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.

Section 3. Amendments by Declarant. Notwithstanding the foregoing, these By-Laws may be amended by the Declarant, without the vote of the Members, provided such amendment is accomplished solely for the purpose of causing these By-Laws to conform to the requirements of VA, FHA, FNMA or FHLMC and does not adversely affect the property rights of any Member.

ARTICLE X

MORTGAGES – NOTICE- OTHER RIGHTS OF MORTGAGEES – FHA/VA

Section 1. Notices to Board of Directors. Any Owner of any Lot who mortgages and/or refinances such Lot shall promptly notify the Board of Directors of the name and address of his mortgagee and, if requested so to do, shall file a confirmed copy of such mortgage with the Board of Directors. The Board of Directors shall maintain a suitable roster pertaining to mortgages, and said mortgages, after it receives such notice.

Section 2. Comments. Any other provision of these By-Laws or of the Amended Declaration to the contrary notwithstanding, neither the Members, the Board of Directors nor the Village shall, by act or omission, take any of the following actions without the prior written consent and approval of the holders of at least two-thirds (2/3) of the 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 facilities by the Members of the Village shall not be considered a transfer within the meaning of this Section; or
- B. abandon or terminate the Amended Declaration; or
- C. modify or amend any material or substantive provision of the Amended 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 facilities, the Board of Directors of the Village 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 Village to any priority over the holder of any first mortgage of record on this Lot with respect to the distribution to such Member of any insurance proceeds.

ARTICLE XI

INTERPRETATION- MISCELLANEOUS

Section 1. Conflict. These By-Laws are subordinate and subject to all provisions of the Amended Declaration and to the provisions of the Articles of Incorporation of the Village. 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 Amended Declaration. In the event of any conflict between these By-Laws and the Amended Declaration, the provisions of the Amended Declaration shall control; and in the event of any conflict between these By-Laws and the Articles of Incorporation of the Village, 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 provisions 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.