

BROOKEVILLE KNOLLS HOA, INC
P.O. BOX 393 OLNEY MD 20830-0393

ARTICLES OF
INCORPORATION FOR
BROOKEVILLE KNOLLS

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LIBER 0656 JUL 13 1987

ARTICLES OF INCORPORATION

OF

BROOKEVILLE KNOLLS HOMEOWNERS ASSOCIATION, INC.

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APPROVED
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In compliance with the requirements of Corporations and Associations, Title 2, Annotated Code of Maryland (1975), and any amendments thereto, the undersigned, Richard Ross, whose post office address is 806 W. Diamond Ave., Gaithersburg, Maryland 20878, being at least eighteen (18) years of age, has this day, by execution of these Articles, voluntarily declared himself to be an incorporator for the purpose of forming a non-stock, non-profit corporation pursuant to the general laws of Maryland, and does hereby certify:

ARTICLE I
NAME OF CORPORATION

The name of the Corporation is BROOKEVILLE KNOLLS HOMEOWNERS ASSOCIATION, INC., hereinafter called the "Association".

ARTICLE II
PRINCIPAL OFFICE

The post office address of the principal office of the Association is 6701 Rockledge Drive, Suite 700, Bethesda, Maryland 20817.

ARTICLE III
RESIDENT AGENT

The name of its resident agent is John Zwirecki, whose post office address is 6701 Rockledge Drive, Suite 700, Bethesda, Maryland 20817.

ARTICLE IV
POWERS AND PURPOSES

This Association does not contemplate pecuniary gain or profit, direct or indirect, to the members thereof, and the specific purposes for which it is formed are to provide for or assure maintenance, preservation and architectural control of the Lots and Common Area within the Property described on Exhibit "A" attached hereto and made a part hereof, including such additions thereto as may be hereafter brought within the jurisdiction of the Association, and to promote the health, safety and welfare of the Owners within the Property and any additions thereto as may hereafter be brought within the jurisdiction of this Association. For this purpose, the Association shall have the power and authority to:

~~(a) Exercise all of the powers and privileges and perform all of the duties and obligations of the Association as set forth in the Declaration~~

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of Covenants, Conditions and Restrictions, hereinafter called the "Declaration", applicable to the Property and recorded or to be recorded among the Land Records of Montgomery County, Maryland, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length and made a part hereof;

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

(c) Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs incurred;

(d) Borrow money, and with the assent of two-thirds (2/3) of each class of members, mortgage, pledge, deed in trust, or hypothecate any or all of the real or personal property owned by the Association as security for money borrowed or debts incurred;

(e) Dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to be the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of each class of members agreeing to such dedication, sale or transfer, and unless the Maryland National Capital Park and Planning Commission, or its successor or assigns, has given its prior written approval thereof, which approval shall not be unreasonably withheld or delayed.

(f) Participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of each class of members, unless the Declaration or Bylaws provides otherwise.

(g) Have and exercise any and all powers, rights and privileges which a non-stock, non-profit corporation organized under the laws of the State of Maryland by law may now or hereafter have or exercise.

ARTICLE V
NO CAPITAL STOCK

This Association is not authorized to issue any capital stock and shall not be operated for profit. The Association does not anticipate distributing dividends, gains or profits to its members. No member shall have any personal liability for the debts or obligations of the Association.

ARTICLE VI
MEMBERSHIP

The Association shall have two (2) classes of voting membership:

Class A: All Wabbits shall be Class A members with the exception of the Declarant (as defined in the Declaration), and Class A members shall be entitled to one (1) vote for each Lot (as such term is defined in the Declaration) owned. When more than one (1) person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast by a Class A member with respect to any Lot.

Class B: The Declarant shall be the initial Class B member and shall be entitled to three (3) votes for each Lot which it owns; provided, however, that the Class B membership(s) shall cease and become a nullity upon the happening of any of the following events, whichever occurs earliest:

(i) when the total authorized and outstanding votes for the Class A members equal the total authorized and outstanding votes of the Class B members; or

(ii) three (3) years from the date of recordation of the Declaration provided, however, that if the Declarant is delayed in the improvement and development of the Property on account of a sewer, water or building permit moratorium or any other cause or event beyond the Declarant's control, then the aforesaid three (3)-year period shall be extended by a period of time equal to the length of the delays or five (5) 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 Lot in which the Declarant then holds the interest otherwise required for such Class A membership.

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

ARTICLE VII
VOTING RIGHTS

Every person or entity who is a record owner of a fee or undivided fee interest of any Lot, including contract sellers, shall be a member of the Association; provided that any such person or entity who or which holds such interest merely as security for the performance of an obligation shall not be a member. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

ARTICLE VIII
RIGHT OF ENJOYMENT

Every Owner shall have a right and easement of enjoyment in and to the Common Area, including the private streets and parking lots and walkways included therein, which shall be appurtenant to and shall pass with the title to every Lot, for purposes of ingress and egress to and from his Lot.

ARTICLE IX
BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board initially consisting of three (3) directors whose names and addresses are hereinafter listed. Commencing with the first annual meeting of the Association, the Board shall consist of not less than three (3) nor more than five (5) directors. The names and addresses of the persons who are to initially act in the capacity of directors until the selection of their successors are:

<u>Name</u>	<u>Address</u>
D. T. Noakes	6701 Rockledge Drive, Ste. 700 Bethesda, Maryland 20817
John Zwirecki	6701 Rockledge Drive, Ste. 700 Bethesda, Maryland 20817
Thomas Jordan	6701 Rockledge Drive, Ste. 700 Bethesda, Maryland 20817

The number, qualifications, powers, duties and tenure of the office of the directors and the manner by which directors are to be chosen shall be as prescribed and set forth in the Bylaws of the Association. Officers of the Association shall be elected and shall serve as provided for in said Bylaws.

ARTICLE X
DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of members, and with the written approval of the Maryland National Capital Park and Planning Commission, or its successors or assigns, which approval shall not be unreasonably withheld or delayed. Written notice of a proposal to dissolve, setting forth the reasons therefor and the disposition to be made of the assets (which shall be consonant with this ARTICLE X), shall be mailed to every member not less than ten (10) days nor more than fifty (50) days in advance of any action to be taken. Upon dissolution of the Association, other than incident to a merger or consolidation, the ~~assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association~~

was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE XI
DURATION

This Association shall exist perpetually.

ARTICLE XII
AMENDMENTS

Amendment of these Articles shall require the assent of seventy-five percent (75%) of the entire membership.

ARTICLE XIII
FHA/VA APPROVAL

As long as there is a Class B membership and any Lot subject to the Declaration is then encumbered by a deed of trust or mortgage which is insured by the Federal Housing Administration or guaranteed by the Veterans Administration, the following actions will require the prior approval of the Federal Housing Administration and/or the Veterans Administration (as applicable): annexation of additional properties, not in conformance with the Development Plan (and amendments thereto) as approved by FHA and/or VA, mergers and consolidations, mortgaging of Common Area, dedication of Common Area, dissolution and amendment of these Articles.

ARTICLE XIV
MISCELLANEOUS

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

IN WITNESS WHEREOF, Richard Ross, has signed, sealed and delivered these Articles of Incorporation as his own free act and deed on this 27 day of June, 1986.

WITNESS:

RICHARD ROSS

THIS DOCUMENT IS NOT TO BE REPRODUCED OR RESALE PACKAGE

STATE OF MARYLAND)
) to wit:
COUNTY OF MONTGOMERY)

On this 27th day of June, 1986, before me, a Notary Public in and for the above County and State, personally appeared RICHARD ROSS and acknowledged that he signed the foregoing Articles of Incorporation for the purposes therein stated.

WITNESS my hand and Notarial Seal.

Jacquelyn B. DiMisa

My Commission Expires:

Jacquelyn B. DiMisa
My Commission Expires July 1, 1986



THIS DOCUMENT IS NOT VALID FOR RESALE OR REPACKAGE



Johnson, Mirmiran and Thompson, P.A.
PLANNERS ENGINEERS LANDSCAPE ARCHITECTS SURVEYORS

**DESCRIPTION OF
COMMON AREAS**

**BROOKEVILLE KNOLLS
OLNEY (8TH) DISTRICT**

Being seven parcels of land hereinafter described as Parts One thru Seven, said Part One and Two being more particularly described as Parcels A and B, respectively, of Block Y as shown on a plat of subdivision entitled "Plat 36 BROOKEVILLE KNOLLS" and recorded among the Land Records of Montgomery County, Maryland in Plat Book 130 as Plat 15157; said Part Three being more particularly described as Parcel C, Block Y as shown on a plat of subdivision entitled "Plat 35 BROOKEVILLE KNOLLS" and recorded among the aforesaid Land Records in Plat Book 130 as Plat 15156; said Part Four being more particularly described as Parcel D, Block Y as shown on a plat of subdivision entitled "Plat 38 BROOKEVILLE KNOLLS" and recorded in the aforesaid Land Records in Plat Book 130 as Plat Book 15159; said Part Five being more particularly described as Parcel E, Block Y as shown on a plat of subdivision entitled "Plat 39 BROOKEVILLE KNOLLS" and recorded in the aforesaid Land Records in Plat Book 130 as Plat Book 15160; Parts Six and Seven being more particularly described as Parcels F and G, respectively, of Block Y as shown on a plat of subdivision entitled "Plat 37 BROOKEVILLE KNOLLS" and recorded in the aforesaid Land Records in Plat Book 130 as Plat 15158, all being more particularly described as follows

PART ONE

Beginning for the aforesaid parcel at a point on the 401.34 arc right of way line of Queen Elizabeth Drive as shown on the aforesaid Plat 15157 an arc distance of 101.90 feet easterly from the westerly end thereof, and running with said right of way line the following course

1. 299.44 feet along the arc of a curve, having a radius of 1100.00 feet and a chord bearing of South 80°52'38" East, 298.51 feet to a point thence leaving said right of way line and running with the aforesaid Parcel A, Block Y the following courses
2. South 04°58'13" West, 129.12 feet to a point thence,
3. South 13°24'04" West, 75.05 feet to a point thence,
4. South 33°40'00" West, 92.47 feet to a point thence,

Description of
Common Areas
Brookeville Knolls
Page 2

5. South $56^{\circ}20'00''$ East, 108.07 feet to a point on the 218.97 foot arc cul-de-sac right of way line of Toddsbury Lane as shown on the aforesaid Plat 15157, an arc distance of 57.28 feet northerly from the southerly end thereof and running with said right of way line the following course
6. 15.31 feet along the arc of a curve deflecting to the left having radius of 43.67 feet and a chord bearing of South $23^{\circ}37'19''$ West, 15.23 feet to a point thence,
7. North $56^{\circ}20'00''$ West, 110.73 feet to a point thence,
8. South $12^{\circ}09'07''$ West, 267.27 feet to a point thence,
9. South $38^{\circ}37'27''$ West, 107.62 feet to a point thence,
10. South $69^{\circ}54'18''$ West, 54.97 feet to a point thence,
11. North $32^{\circ}26'59''$ West, 76.22 feet to a point thence,
12. North $09^{\circ}32'23''$ East, 148.22 feet to a point thence,
13. North $16^{\circ}30'13''$ East, 302.52 feet to a point thence,
14. North $61^{\circ}00'00''$ West, 149.65 feet to a point on the 346.88 foot arc right of way line of Heritage Hills Drive as shown on the aforesaid Plat 15157 and running with said right of way the following three (3) courses
15. 84.24 feet along the arc of a curve, deflecting to the left, having a radius of 1099.68 feet and a chord bearing of North $02^{\circ}49'39''$ East, 84.21 feet thence,
16. North $00^{\circ}38'00''$ East, 20.47 feet to a point thence,
17. North $45^{\circ}27'02''$ East, 35.63 feet to the point of beginning containing 129,089.60 square feet or 2.9635 acres.

PART TWO

Beginning for the aforesaid parcel at the end of the South $05^{\circ}58'28''$ West, 114.40 foot plat line thence running with said plat line and along Parcel B, Block Y as shown on the aforesaid Plat 15157 the following courses

1. South $05^{\circ}58'28''$ West, 114.40 feet to a point thence,
2. South $85^{\circ}14'24''$ West, 177.41 feet to a point thence,
3. South $14^{\circ}10'41''$ West, 81.30 feet to a point thence,
4. South $87^{\circ}59'17''$ West, 105.69 feet to a point thence,
5. South $67^{\circ}59'23''$ West, 106.49 feet to a point thence,
6. South $54^{\circ}24'45''$ West, 50.00 feet to a point thence,
7. South $31^{\circ}44'14''$ West, 54.78 feet to a point thence,
8. North $25^{\circ}54'46''$ West, 36.40 feet to a point thence,
9. North $29^{\circ}34'49''$ West, 132.40 feet to a point thence,
10. North $64^{\circ}22'26''$ East, 141.74 feet to a point thence,
11. North $80^{\circ}52'56''$ East, 193.97 feet to a point thence,
12. South $86^{\circ}02'36''$ East, 95.67 feet to a point thence,

Description of
Common Areas
Brookeville Knolls
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13. North 55°12'26" East, 91.46 feet to a point thence,
14. North 31°31'52" East, 91.46 feet to a point thence,
15. South 35°15'26" East, 45.09 feet to the point of beginning containing 58,514.48 square feet or 1.3433 acres.

PART THREE

Beginning for the aforesaid parcel at the end of the South 78°08'58" West, 187.81 foot plat line and running with said plat line and along Parcel C, Block Y as shown on the aforesaid Plat 15156 the following courses

1. South 78°08'58" West, 187.81 feet to a point thence,
2. North 29°45'00" West, 160.14 feet to a point thence,
3. North 84°50'00" West, 169.37 feet to a point thence,
4. North 13°24'04" East, 75.05 feet to a point thence,
5. South 67°58'27" East, 135.67 feet to a point thence,
6. South 64°29'00" East, 320.00 feet to the point of beginning containing 25,941.21 square feet or 0.5955 acres.

PART FOUR

Beginning for the aforesaid parcel at a point on the 288.22 arc right of way line of Shady View Lane as shown on the aforesaid Plat 15159 an arc distance of 140.10 southerly from the northerly end thereof and running with said right of way line the following course

1. 15.00 feet along the arc of a curve deflecting to the left, having a radius of 353.67 and a chord bearing of South 39°34'09" East, 15.00 feet thence leaving said right of way line and running along Parcel D, Block Y as shown on the aforesaid Plat 15159 the following courses
2. South 49°12'57" West, 120.00 feet to a point thence,
3. South 32°37'41" East, 105.88 feet to a point thence,
4. South 20°34'31" West, 90.72 feet to a point thence,
5. South 04°04'34" East, 76.77 feet to a point thence,
6. South 42°32'29" East, 76.05 feet to a point thence,
7. South 55°21'54" East, 76.05 feet to a point thence,
8. South 84°36'16" East, 80.10 feet to a point thence,
9. North 52°05'40" East, 402.80 feet to a point thence,
10. North 19°25'59" East, 67.22 feet to a point thence,
11. North 14°24'29" West, 75.03 feet to a point thence,
12. North 23°53'58" West, 66.11 feet to a point thence,
13. North 63°47'25" West, 75.27 feet to a point thence,
14. North 89°28'05" West, 164.62 feet to a point thence,
15. North 52°15'16" West, 117.02 feet to a point thence,
16. North 12°41'33" West, 114.10 feet to a point thence,

Description of
Common Areas
Brookeville Knolls
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17. North 89°46'23" East, 49.15 feet to a point thence,
18. South 64°29'00" East, 169.58 feet to a point thence,
19. South 55°37'34" East, 154.87 feet to a point thence,
20. South 44°43'33" East, 236.01 feet to a point thence,
21. South 00°17'00" West, 115.52 feet to a point thence,
22. South 27°27'46" West, 385.70 feet to a point thence,
23. South 68°22'14" East, 269.28 feet to a point thence,
24. South 29°32'35" West, 20.19 feet to a point thence,
25. North 68°22'14" West, 268.54 feet to a point thence,
26. South 27°27'46" West, 279.91 feet to a point thence,
27. North 68°22'14" West, 305.30 feet to a point thence,
28. North 34°49'25" West, 121.32 feet to a point thence,
29. North 01°00'00" East, 315.51 feet to a point thence,
30. North 17°25'49" West, 139.50 feet to a point thence,
31. North 51°27'16" West, 84.40 feet to a point thence,
32. North 68°58'28" West, 84.40 feet to a point thence,
33. South 67°15'36" West, 84.40 feet to a point thence,
34. South 49°44'24" West, 84.40 feet to a point thence,
35. North 35°15'26" West, 45.09 feet to a point thence,
36. North 14°07'20" West, 92.16 feet to a point thence,
37. North 27°53'01" West, 132.43 feet to a point thence,
38. North 17°38'39" East, 304.40 feet to a point thence,
39. North 78°08'58" East, 187.81 feet to a point thence,
40. South 17°08'56" East, 120.14 feet to a point thence,
41. South 73°43'54" West, 147.62 feet to a point thence,
42. South 51°27'29" West, 57.14 feet to a point thence,
43. South 37°04'31" West, 81.37 feet to a point thence,
44. South 06°04'31" East, 81.37 feet to a point thence,
45. South 21°55'29" East, 81.37 feet to a point thence,
46. South 65°04'31" East, 81.37 feet to a point thence,
47. South 80°55'29" East, 81.37 feet to a point thence,
48. North 62°00'10" East, 60.70 feet to a point thence,
49. South 71°59'26" East, 107.88 feet to a point thence,
50. North 51°38'46" East, 120.00 feet to the point of
beginning containing 366,787.60 square feet
or 8.4203 acres.

PART FIVE

Beginning for the aforesaid parcel at a point on the 350.10 arc right of way line of Queen Elizabeth Drive as shown on the aforesaid Plat 15160 an arc distance of 202.07 feet southerly from the northerly end thereof and running thence with said right of way the following three courses

1. 148.03 feet along the arc of a curve deflecting to the left, having a radius of 823.47 feet and a chord bearing of South 62°22'31" East, 147.83 feet thence,
 2. South 67°31'30" East, 47.16 feet to a point thence,
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Description of
Common Areas
Brookeville Knolls
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3. South $22^{\circ}31'30''$ East, 13.11 feet to a point thence running along Parcel E, Block Y as shown on the aforesaid Plat 15160 the following courses,
4. North $68^{\circ}22'55''$ West, 100.54 feet to a point thence,
5. South $56^{\circ}57'05''$ West, 244.92 feet to a point thence,
6. North $00^{\circ}17'00''$ East, 115.52 feet to a point thence,
7. North $56^{\circ}06'20''$ East, 142.90 feet to the point of beginning containing 20,390.25 square feet or 0.4681 acres.

PART SIX

Beginning for the aforesaid parcel at a point on the 498.71 foot arc right of way line of Heritage Hills Drive as shown on the aforesaid Plat 15158 an arc distance of 228.83 feet southerly from the northerly end thereof and running along Parcel F as shown on the aforesaid Plat 15158 the following courses

1. South $46^{\circ}22'42''$ East, 188.86 feet to a point thence,
2. North $52^{\circ}05'40''$ East, 692.57 feet to a point thence,
3. South $34^{\circ}49'25''$ East, 121.32 feet to a point thence,
4. South $21^{\circ}37'46''$ West, 161.81 feet to a point thence,
5. South $59^{\circ}21'46''$ West, 835.45 feet to a point thence,
6. North $46^{\circ}32'15''$ East, 110.24 feet to a point thence,
7. North $02^{\circ}10'38''$ West, 34.96 feet to a point thence,
8. North $42^{\circ}11'00''$ East, 29.60 feet to a point thence,
9. 269.88 feet along the arc of a curve deflecting to the left, having a radius of 340.00 feet and a chord bearing of North $19^{\circ}26'36''$ East, 262.85 feet to the point of beginning containing 173,648.36 square feet or 3.9864 acres.

PART SEVEN

Beginning for the aforesaid parcel at a point on the South $41^{\circ}51'30''$ East, 190.29 foot right of way line of Heritage Hills Drive as shown on the aforesaid Plat 15158 a distance of 85.00 feet northerly from the southerly end thereof and running reversely with said right of way the following course

1. North $41^{\circ}51'30''$ West, 35.00 feet to a point thence leaving said right of way line and running along Parcel G, Block Y as shown on the aforesaid Plat 15158 the following three courses
2. North $48^{\circ}08'30''$ East, 120.00 feet to a point thence,
3. South $25^{\circ}54'46''$ East, 36.40 feet to a point thence,
4. South $48^{\circ}08'30''$ West, 120.00 feet to the point of beginning containing 4,025.00 square feet or 0.0924 acres.

BROOKEVILLE KNOLLS HOA, INC
P.O. BOX 393 OLNEY MD 20830-0393

DECLARATION OF
COVENANTS,
CONDITIONS AND
RESTRICTIONS FOR
BROOKEVILLE KNOLLS

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DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS FOR
BROOKEVILLE KNOLLS

THIS DECLARATION, made on the date hereinafter set forth by
Winchester Homes, Inc., hereinafter referred to as the "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain Property in the County of
Montgomery, State of Maryland, which is more particularly described on the
legal description attached hereto and made part hereof as Exhibit "A".

NOW, THEREFORE, Declarant hereby declares that all of the Property
described on Exhibit "A" hereto 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 and be binding on all parties having any right,
title or interest in the Property described on Exhibit "A" hereto, or any part
thereof, their heirs, successors and assigns, and shall inure to the benefit
of each Owner thereof.

ARTICLE I

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Definitions

Section 1. "Association" shall mean and refer to BROOKEVILLE KNOLLS
HOMEOWNERS ASSOCIATION, INC., a non-stock, non-profit corporation, its successors
and assigns. #04679 CS50 R02 T15:4

Section 2. "Owner" shall mean and refer to the record owner, whether one
or more persons or entities, of a fee simple title to any Lot which is a part of
the Property, including contract sellers, but excluding those having such
interest merely as security for the performance of an obligation.

Section 3. "Property" shall mean and refer to that certain real property
described on Exhibit "A" hereto, and such additions thereto as may hereafter
be brought within the jurisdiction of the Association.

JUL 21 8.

Section 4. "Common Area" shall mean all real property owned by the
Association for the common use and enjoyment of the Owners. The Common Area
to be owned by the Association at the time of the conveyance of the first Lot
is described more particularly on the legal description attached hereto and
made part hereof as Exhibit "B".

Section 5. "Lot" shall mean and refer to any plot of land shown upon
any recorded subdivision map of the Property (with the exception of the Common
Area), and any condominium unit located within the Property. There shall be
~~two (2) types of Lots as follows:~~

"Type 1 Lots" shall be those upon which are erected, or are designated
for erection of, single family, detached homes;

THIS IS BEING RERECORDED TO
CORRECT EXHIBIT "B".

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"Type 2 Lots" shall be those upon which are erected, or are designated for erection of, townhouses which share side rear walls with adjacent townhouses.

Section 6. "Declarant" shall mean and refer to WINCHESTER HOMES, INC., its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development, 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.

Section 7. "Development Plan" shall mean the Preliminary Plan for Brookeville Knolls, including all amendments thereto as may be made from time to time. A copy of the Development Plan, as amended, is on file with the Declarant.

Section 8. "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 Lots. "Mortgage", as used herein, shall include deed of trust. "First Mortgage," as used herein, shall mean a mortgage with priority over other mortgages. As used in the Declaration, the term "mortgagee" shall mean any mortgagee and shall not be limited to institutional mortgagees. As used in this Declaration, the term "institutional mortgagee" or "institutional holder" shall include banks, trust companies, insurance companies, mortgage insurance companies, savings and loan associations, trusts, mutual savings banks, credit unions, pension funds, mortgage companies, Federal National Mortgage Association ("FNMA"), Federal Home Loan Mortgage Corporation ("FHLMC"), all corporations and any agency or department of the United States government or of any state or municipal government. As used in this Declaration, the term "holder" or "mortgagee" shall include the parties secured by any deed of trust or any beneficiary thereof.

ARTICLE II

Property Rights

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the common Area, including an easement for the use and enjoyment of the private streets and parking lots and walkways within the Common Area, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable and uniform admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and/or for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by fifty-one percent (51%) of each class of members agreeing to such dedication or transfer has been recorded, and unless the Maryland-National Capital Park and Planning Commission, or its successors or assigns, has given its prior written approval thereof, which approval shall not be unreasonably withheld or delayed.

(d) the right of the Association to limit the number of guests of members;

(e) the right of the Association to establish uniform rules and regulations pertaining to the use of the common Area and the facilities thereon.

(f) the right of individual Owners to the exclusive use of parking spaces as provided in this Article.

(g) the right of the Association, the Declarant, utility companies and other Owners with respect to the easements established in Section 12 of Article VI hereof.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the Property.

Section 3. Parking Rights. Ownership of each Lot shall entitle the Owner or Owners thereof to the use of an automobile parking space or spaces in accordance with the Rules and Regulations of the Association which are duly adopted and promulgated by the Board of Directors, together with the right of ingress and egress in and upon said parking area.

ARTICLE III

Membership and Voting Rights

Section 1. Membership. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. Voting Rights. The Association shall have two (2) classes of voting membership:

Class A: Class A members shall be all Owners with the exception of the Declarant, and Class A members shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast by a Class A member with respect to any Lot.

Class B: All of the Class B memberships shall be initially held by the Declarant (as defined in the Declaration) who shall be the Class B member and shall be entitled to three (3) votes for each Lot which it owns. Each Class B membership shall cease and become a nullity upon the happening of any of the following events, whichever occurs earliest:

(i) when the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership; or

(ii) three (3) years after the recordation of this Declaration, provided, however, that if the Declarant is delayed in the improvement and development of the Property on account of a sewer, water or building permit moratorium or any other cause or event beyond the Declarant's control, then the aforesaid date shall be extended by a period of time equal to the length of the delays or five (5) years, whichever is sooner; or

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

Upon the lapse or surrender of any of the Class B memberships as provided for in this Article, the Declarant shall thereafter remain a Class A member of the Association as to each and every lot in which the Declarant then holds the interest otherwise required for such Class A membership.

ARTICLE IV

Covenant for Maintenance Assessments

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

The Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge on the Lot (including all improvements thereon), and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Property and for the improvement, maintenance, repair and replacement of the Common Area, the payment of real estate taxes and assessments, and insurance premiums and utility services for the Common Areas and management fees and other management and administration expenses for the Common Area, plus contributions payable by the Association, under any cross easement or other similar instrument or agreement. Assessments for the foregoing purposes shall be assessed equally against all Lots except that Type 1 Lots shall not be required to share in the expense of private road and parking lot maintenance

repair and replacement where such private roads and parking lots serve only Type 2 Lots. Type 2 Lots shall be solely responsible for lawn maintenance performed for Type 2 Lots.

Section 3. Maximum Annual Assessment. Until January 1, of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be (\$50.00) Fifty Dollars per Type 1 Lot; (\$50.00) Fifty Dollars per Type 2 Lot, provided, however, that the maximum annual assessment (including special assessments) for any Lots without a dwelling occupied for residential purposes and owned by Declarant and for which it holds a Class B membership shall be twenty-five percent (25%) of any such assessments. Upon the first occupancy of any dwelling owned by the Declarant, the full assessment shall immediately and permanently attach to that Lot. Notwithstanding any provision contained in this Declaration to the contrary, Declarant hereby covenants and agrees for the benefit of each Class A member to pay any and all expenses incurred by the Association during the Deficit Period (as term is hereinafter defined) in furtherance of its purposes to the extent that the annual and special assessments levied during the Deficit Period are insufficient to pay such expenses; provided, however, that at such time as the Declarant has paid what would equal one hundred percent (100%) of the assessments for its Lots which may receive the benefit of the reduced twenty-five percent (25%) assessment hereinabove referred to, then the Declarant shall only be obligated to pay any further assessments during that annual period in an amount equal to what would be due for such Lots had they been owned by a Class A member. As used herein, the term "Deficit Period" shall mean that period of time commencing on the date of recordation of this Declaration and ending on the date on which the Class B membership lapses and becomes a nullity in accordance with the provisions of this Declaration.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased by the Board of Directors of the Association, without a vote of the Class A membership, by an amount equal to ten percent (10%) of the maximum annual assessment for the preceding year plus the amount by which any ad valorem real estate taxes and insurance premiums payable by the Association have increased over amounts payable for the same or similar items for the previous year.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above ten percent (10%) by a vote of fifty-one percent (51%) of each class of members who are voting, in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may from time to time fix the annual assessment at an amount not in excess of the maximum.

(d) **Initial Capital Contribution.** Each Grantee from Declarant of a Lot improved with a Dwelling Unit shall contribute a sum as hereinafter determined as a non-refundable, non-transferable contribution to the capital of the Association. Said contribution shall be in addition to, and not in lieu of, general or special assessments. For each Lot type said contribution

shall be one-sixth (1/6th) of the annual assessment in effect at the time of conveyance for each such Lot type (i.e., Type 1 and Type 2 Lots).

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of fifty-one percent (51%) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for any Action Authorized under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or proxies entitled to cast sixty percent (60%) 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 requirement and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Except as otherwise provided in Section 3 of this Article IV, both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected in advance on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the first conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer for the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association with the status of assessments on the Lots shall be binding on the Association as of the date of its issuance.

Section 8. Effect of Non-Payment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest within the due date at the rate of six percent (6%) per annum (or such lesser sums as VA and/or FHA may specify if any Lot subject to this Declaration is then encumbered by a deed of trust or mortgage which is guaranteed by VA or insured by FHA, but in no event to exceed the maximum rate permitted by law). The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the

Lot (and all improvements thereon). No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage or deed of trust foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. No amendment to this Section shall affect the rights of the holder of any first mortgage on any Lot (or the indebtedness secured thereby) recorded prior to recordation of such amendment unless the holder thereof (or the indebtedness secured thereby) shall join in the execution of such amendment.

Section 10. Additional Default. Any recorded first mortgage secured on a Lot shall provide that any default by the mortgagor in the payment of any assessment levied pursuant to this Declaration, or any installment thereof, shall likewise be a default in such mortgage (or the indebtedness secured thereby); but failure to include such a provision in any such mortgage shall not affect the validity or priority thereof and the protection extended to the holder of such mortgage (or the indebtedness secured thereby) by reason of Section 9 of this Article shall not be altered, modified or diminished by reason of such failure.

Section 11. Reserves for Replacements. The Association shall establish and maintain a reserve fund for replacements of the Common Areas and community facilities by the allocation and payment monthly to such reserve fund of an amount to be designed from time to time by the Board of Directors. Such fund shall be conclusively deemed to be a common expense of the Association and may be deposited in any banking institution, the accounts of which are insured by any State or by an agency of the United States of America or may, in the discretion of the Board of Directors, be invested in obligations of, or fully guaranteed as to principal by, the United States of America. The reserve for replacements of the Common Areas and community facilities may be expanded only for the purpose of affecting the replacement of the Common Areas, major repairs to any equipment replacement, and for start-up expenses and operating contingencies of a non-recurring nature relating to the Common Areas and community facilities. The Association may establish such other reserves for such other purposes as the Board of Directors may from time to time consider to be necessary or appropriate. The proportional interest of any member in any such reserves shall be considered an appurtenance of his Lot and shall not be separately withdrawn, assigned or transferred or otherwise separated from the Lot to which it appertains and shall be deemed to be transferred with such Lot.

ARTICLE V

Architectural Control

~~No building, fence, wall or other structure shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change~~

or alteration therein be made (including change in color) until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography and conformity with the design concept for the Property by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location with thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. Notwithstanding any provision of this Declaration to the contrary, the provisions of this Article V shall not be applicable to the Declarant or any part of the Property owned by the Declarant.

ARTICLE VI

Use Restrictions and Easements

In addition to all other covenants contained herein, the use of the Property and each Lot therein is subject to the following:

Section 1. The Lots shall be used for residential purposes exclusively, and no building shall be erected altered, placed or permitted to remain on any such Lot other than one used as a single-family dwelling, except that a professional office may be maintained in a dwelling, provided that such maintenance and use is limited to the person actually residing in the dwelling and, provided, further, that such maintenance and use is in strict conformity with the provisions of any applicable zoning law, ordinance or regulation. As used in this Section, the term "professional office" shall mean rooms used for office purposes by a member of any recognized profession, including doctors, dentists, lawyers, architects and the like, but not including medical or dental clinics. The terms "dwelling" or "dwelling unit," as used in this Declaration, shall include a townhouse. Nothing contained in this Article, or elsewhere in this Declaration, shall be construed to prohibit the Declarant from the use of any Lot or dwelling, or improvement thereon, for promotional or display purposes, or as "model homes," a sales office or the like.

Section 2. No part of the Property shall ever be used or caused to be used or allowed or authorized in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending or other such non-residential purposes, except Declarant may use the Property for model home sites and display and sales offices during the construction and sales period.

Section 3. No sign or billboard or any kind shall be displayed to the public view on any portion of the Property or any Lot, except one(1) sign for each building site, or not more than eighteen inches (18") by twenty-four inches (24") advertising the Property for sale or rent, except signs used by Declarant to advertise the Property during the construction and sales period.

Section 4. No noxious or offensive activity shall be carried on upon any Lot or any part of the Property, nor shall anything be done thereupon which may be, or may become, an annoyance or nuisance to the neighborhood, or which shall in any way unreasonably interfere with the quiet enjoyment of each of the owners of his respective dwelling unit, or which shall in any way increase the rate of insurance.

Section 5. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall be used on any Lot at any time as a residence either temporarily or permanently. No trailer, camper, boat or similar equipment shall be permitted to remain upon any property within the Property, unless placed or maintained within an enclosed garage or carport.

Section 6. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept on the Lot subject to such rules and regulations as may be adopted by the Association and provided they are not kept, bred or maintained for any commercial purpose, or in unreasonable numbers. Notwithstanding the foregoing, no animals or fowl may be kept on the Property which result in an annoyance or are obnoxious to residents in the vicinity.

Section 7. All rubbish, trash and garbage shall be regularly removed from the Property, and shall not be allowed to accumulate thereon. All clotheslines, refuse containers, wood piles, storage areas and machinery and equipment shall be prohibited upon any Lot, unless obscured from view of adjoining Lots and streets by a fence or appropriate screen approved by the Architectural Committee. Nothing herein shall be deemed to apply to the storage on the Property by Declarant of building materials during, and for use in, the construction of the improvements on the Property.

Section 8. No exterior radio or television receiving or transmitting antennae or external apparatus shall be installed on any Lot. Normal radio and television installations wholly within a building are excepted.

Section 9. The rights and duties with respect to sanitary sewer and water, cable television, electricity, gas and telephone lines and facilities shall be governed by the following:

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

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

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

Section 10. In order to allow utility companies proper access to meters, no gate or other fence closing device shall be locked or otherwise secured against opening in a manner which interferes with or prevents the utility companies, or its agents, from entering upon any Lot to install, read, maintain, repair, or replace any meter or similar device.

Section 11. All Owners and occupants shall abide by the Bylaws and any rules and regulations adopted by the Association.

Section 12. Any lease agreement between a Lot Owner and a lessee shall provide that the terms of the lease are subject in all respects to the provisions of this Declaration, and the Articles of Incorporation and Bylaws of the Association, and that any failure by the lessee to comply with the terms of such documents shall be a default under the lease. All such leases shall be in writing.

Section 13. None of the foregoing restrictions shall be applicable to the activities of:

(a) Declarant, its officers, employees, agents or assigns, in their development, marketing and sale of Lots or other parcels within the Property; or

(b) To the Association, its officers, employees and agents, in connection with the proper maintenance, repair, replacement and improvement of the Common Areas and community facilities.

Section 14. The following easements and rights are hereby declared or reserved:

(a) Declarant reserves the right to grant easements, both temporary and permanent, to all public authorities and utility companies over any part of the Common Areas.

(b) Each Lot within the Property is hereby declared to have an easement, not exceeding one foot (1') in width, over all adjoining Lots for the purposes of accommodating any encroachment due to engineering errors, errors in original construction, settlement or shifting of the building, roof overhangs, gutters, architectural or other appendages, draining of rainwater from roofs, or any other similar cause. There shall be valid easements for the maintenance of said encroachments so long as they shall exist, and the rights and obligations of Owners shall not be altered in any way by said encroachment, settlement or shifting; provided, however, that in no event shall a valid easement for encroachment be created in favor of an Owner or Owners if said encroachment occurred due to the willful misconduct of said Owner or Owners. In the event a structure on

any Lot is partially or totally destroyed and then repaired or rebuilt, the Owners of each Lot agree that minor encroachments over adjoining Lots shall be permitted and that there shall be valid easements for the maintenance of said encroachments so long as they shall exist.

(c) There is hereby created a blanket easement upon, across, over and under all of the Property for ingress, egress, installation, replacement, repair and maintenance of all utilities, including, but not limited to, CATV, water, sewer, drainage, gas, cable television, telephones and electricity, and a master television antenna system. By virtue of this easement, it shall be expressly permissible to erect and maintain the necessary poles and other equipment on the Property and to affix and maintain electrical or telephone wires and conduits, sewer and water and drainage lines, on, above or below any residence or land owned by any Owner. The easement of ingress and egress hereby created shall allow reasonable access by authorized persons over the Common Area for purposes of entering and exiting from certain planned recreational facilities which may be located on land owned by Declarant and located adjacent to the Property (but which is not intended to be owned by the Association or deemed part of the Common Area).

(d) An easement is hereby reserved to Declarant to enter the Common Area during the period of construction and sale on the Property, and to maintain such facilities and perform such operations as in the sole opinion of Declarant may be reasonably required, convenient or incidental to the construction and sale of residences, including, without limitation, a business office, sales office, storage area, construction yards, signs, displays and model units.

(e) Declarant also reserves the right to enter into the Common Area for the purpose of carrying out any obligations it may have, or assume, with respect to the curing of any defects in workmanship or materials in the Property or the improvements thereon.

(f) For a period of ten (10) years from the date of conveyance of the first Lot, the Declarant reserves a blanket easement and right on, over and under the Property to maintain and to correct drainage of surface water in order to maintain reasonable standards of health, safety and appearance. Such right expressly includes the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary, following which the Declarant shall restore the affected property to its original condition as near as practicable. The Declarant shall give reasonable notice of intent to take such action to all affected Owners, unless in the opinion of the Declarant an emergency exists which precludes such notice.

(g) There is hereby reserved unto the Declarant and its agents a non-exclusive easement over, across and through all of the Common Areas for the purpose of access, the storage of building supplies and materials and equipment and, without any limitation, for any and all purposes reasonably related to the completion of the development, construction or rehabilitation and repair of the Property.

(h) There is hereby reserved unto the Declarant, for the benefit of the real property described on Exhibit "A" attached hereto and made a part hereof, a blanket easement upon, across and under the Property (provided such easement does not encroach upon any building within the Property or unreasonably interfere with the use and enjoyment of the Property), for ingress, egress, as well as the installation, replacement, repair and maintenance of all utilities, including, but not limited to, water, sewer, drainage, gas, cable television, telephones and electricity, and further including the right to connect to and use any such utilities which may exist or be located upon the Property from time to time. By virtue of this easement, it shall be expressly permissible to erect and maintain the necessary poles and other equipment on the Property, to affix and maintain electrical or telephone wires and conduits, sewer and water drainage lines, on, above, or below any portion of the Property, including any improvements constructed thereon and to have construction vehicles, equipment and the like exercise the aforesaid right of ingress and egress over the Property. There is further reserved unto the Declarant the right to grant specific easements, both temporary and permanent, to any person or entity, including all public authorities and utility companies, over and part of the property in furtherance of the blanket easement created by this subsection (h).

ARTICLE VII

Exterior Maintenance and Casualty Insurance

Section 1. Each Owner shall keep each Lot owned by him, and all improvements therein or thereon, in good order and repair and free of debris, including but not limited to the seeding, watering and mowing of all lawns, the pruning and cutting of all trees and shrubbery and the painting (or other appropriate external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management. In the event an Owner of any Lot in the Property shall fail to maintain the Lot and the improvements situated thereon, as provided in the Bylaws and approval by vote of the Board of Directors, shall have the right to enter upon said Lot to correct drainage and to repair, maintain and restore the Lot and the exterior of the buildings any other improvements erected thereon. All costs related to such correction, repair or restoration shall become a lien upon such Lot, and such lien may be enforced in the same manner as an annual assessment levied in accordance with Article IV hereof. Any such lien shall be subordinate to the lien of any first mortgage or deed of trust. Sale or transfer of any lot shall not affect such lien. However, the sale or transfer of any Lot pursuant to mortgage or deed of trust foreclosure or any proceeding in lieu thereof, shall extinguish any such lien as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. No amendment to this Section shall affect the rights of the holder of any first mortgage on any Lot (or the indebtedness secured thereby); recorded prior to recordation of such amendment unless the holder thereof (or the indebtedness secured thereby) shall join in the execution of such amendment.

The foregoing notwithstanding it shall be the ongoing responsibility of the Association to mow the front lawns of all Type 2 Lots. The Annual Assessment for each Lot type shall be set based upon the added expense associated with this additional maintenance.

Section 2. The Board of Directors of the Association, or its duly authorized agent, shall have the authority to and shall obtain insurance for all or any of the residential units located on the Property, unless the Owners thereof have supplied proof of adequate coverage to the Board of Directors' satisfaction, against loss or damage by fire or other hazards in an amount sufficient to cover the full replacement cost of any repair or reconstruction work in the event of damage or destruction from any such insured hazards. Such policies shall provide the insurance proceeds payable on account of loss or damage to the real property shall be payable solely to the Owner's first mortgagee, if any, and the Association, as Insurance Trustee for the Owner(s). Such insurance proceeds shall be applied to repair or restoration of the damaged property as hereinafter provided. All such insurance policies shall provide that coverage may not be canceled by the carrier without first giving the Association and the first mortgagee, if any, ten (10) days' written notice of cancellation. All such policies shall contain, if obtainable, a waiver of the right of subrogation against any Owner, members of the Owner's family, the Association, its officers, agents and employees, as well as a waiver of the "pro-rata" clause.

The Association shall also obtain a broad form public liability policy covering all Common Areas and all damage or injury caused by the negligence of the Association or any of its agents, officers or employees in an amount of not less than One Million Dollars (\$1,000,000.00) for each occurrence and such policies shall contain a waiver of the right of subrogation against members of the Association, its officers, agents and employees.

Premiums for all insurance obtained by the Board of Directors, except policies on the individual residences, shall be a common expense. Premiums for insurance obtained by the Board of Directors on individual residences shall not be a part of the common expense, but shall be an expense of the Owner(s) of the specific residence or residences so covered and a debt owed by the Owners and shall be paid within twenty (20) days after notice of such debt and shall be collectible by any lawful procedure permitted by the laws of the State of Maryland. In addition, if said debt is not paid within twenty (20) days after notice of such debt, such amount shall automatically become a lien upon such Owner's lot and residence, and shall continue to be such a lien until fully paid. This lien shall be subordinate to the line of any first mortgage or deed of trust and shall be enforceable in the same manner as any lien created by failure to pay the maintenance assessments.

Any Owner may, if he wishes, at his own expense, carry any and all other insurance he deems advisable beyond that included in the home owners policy required by the Association.

In the event of damage or destruction by fire or other casualty to any property covered by insurance payable to the Association as Insurance Trustee for the Owners, the Board of Directors shall, with the concurrence of a majority of the holders of first mortgages or deeds of trust against the damaged property, upon receipt of the insurance proceeds, contract to rebuild or repair such damaged or destroyed portions of the property to as good condition as formerly existed. All such insurance proceeds shall be deposited in a bank or other financial institution, the accounts of which bank or institution are insured by

a Federal governmental agency, with the provision agreed to by said bank or other financial institution, the accounts of which bank or institution are insured by a Federal governmental agency, with the provision agreed to by said bank or institution that such funds may be withdrawn only by signature of at least one-third (1/3) of the members of the Board of Directors (or by an agent duly authorized by the Board of Directors) and a duly authorized representative of a majority of the holders of the first mortgages or deeds of trust against the damaged property. The Board of Directors shall obtain bids from at least two reputable contractors, and then may negotiate with any such contractor, who may be required to provide a full performance and payment bond for the repair, reconstruction or rebuilding of such building or buildings. In the event that insurance proceeds are insufficient to pay all the costs of repairing and/or rebuilding to as good condition as formerly, the Board of Directors shall levy a special assessment, as provided in Article IV, Section 4, against all Owners of the damaged residence in such proportions as the Board of Directors deems fair and equitable in light of the damage sustained by such residence to make up any deficiency, except that the special assessment shall be levied against all Owners, in equal proportions, to make up any deficiency for repair or rebuilding of the Common Area. In the event such insurance proceeds exceed the cost of repair and reconstruction, such excess shall be paid over to the respective mortgagees and Owners in such proportions as the mortgagees direct.

Notwithstanding the foregoing provisions of this Section 2, it is further provided that the requirement for the maintenance of insurance on a residence shall not apply to any residence acquired by FNMA, FHLMC, VA or FHA, under a mortgage foreclosure during the period of ownership by any of said agencies or entities.

ARTICLE VIII

Party Walls

The rights and duties of the Owners of Lots with respect to party walls shall be governed by the following:

Section 1. General Rules of Law to Apply. Each wall which is constructed as a part of the original construction on the Property and any part of which is placed on the dividing line between separate Lots, shall constitute a party wall, and with respect to such wall, each of the adjoining Owners shall assume the burdens, and be subject to an easement for that portion of a party wall on his Lot, and 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 of liability for property damage due to negligence or willful acts of omissions, shall apply thereto.

Section 2. Sharing of Repair and Maintenance and Destruction by Fire or other Casualty. If any such party wall is damaged or destroyed by fire or other casualty or by some cause other than the act of one of the adjoining Owners, his agents, or family (including ordinary wear and tear and deterioration from lapse of time), then, in such event, both such adjoining Owners shall proceed forthwith to rebuild or repair the same (or cause the same to be rebuilt or repaired in accordance with the provisions of Section 2 of Article VII) to as good condition as formerly, in proportion to their respective use of the party wall.

Section 3. Repairs of Damage Caused by One Owner. If any such party wall is damaged or destroyed through the act of one adjoining Owner or any of his agents or guests or members of his family (whether or not such act is negligent or otherwise culpable) so as to deprive the other adjoining Owner of the full use and enjoyment of such wall, then the first of such Owners shall forthwith proceed to rebuild and repair the same to as good condition as formerly, without cost to the adjoining Owner.

Section 4. Other Changes. In addition to meeting the other requirements of these restrictive covenants, and of any building code of similar regulations or ordinances, any Owner proposing to modify, make additions to or rebuild his residence in any manner which requires the extension or other alteration of any party wall, shall first obtain the written consent of the adjoining Owner.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Dispute. In the event of a dispute between Owners with respect to the repair or rebuilding of a party wall or with respect to the sharing of the cost thereof, then, upon written request of one of such Owners addressed to the Association, the matter shall be submitted to its Board of Directors who shall decide the dispute, and the decision of such Board of Directors shall be final and conclusive upon the parties.

ARTICLE IX

Management

Section 1. Management Agent. The Board of Directors may employ for the Association a management agent or manager (the "Management Agent") at a rate of compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall from time to time authorize in writing. The Management Agent shall perform such duties and services as the Board of Directors shall authorize in writing. If the standards and regulations of FNMA and/or FHLMC prohibit self-management by the Association and FNMA and/or FHLMC holds an interest in a first mortgage or deed of trust against any of the Lots, then no such self-management shall be undertaken by the Association without the prior written consent and approval of all of the holders of the first mortgages of record on the Lots.

Provided that any Lot subject to this Declaration is then encumbered by a deed of trust or mortgage which is guaranteed by the Veterans Administration, or insured by the Federal Housing Administration, and, provided further, that VA and/or FHA (as applicable) standards and regulations prohibit self-management of the Association, then no such self-management shall be undertaken by the Association without the prior written consent and approval of VA and/or FHA (as applicable).

Section 2. Duration of Management Agreement. Any management agreement entered into by the Association shall provide, inter alia, that such agreement may be terminated for cause by either party upon thirty (30) days' written notice thereof to the other party. The term of any such management agreement shall not exceed one (1) year; however, provided, however, that the term of any such management agreement may be renewable by mutual agreement of the parties for successive one (1) - year periods.

Section 3. Limitation of Liability. The Association shall not be liable for any failure of any services to be obtained by the Association or paid for out of the common expense funds, or for injury or damage to person or property caused by the elements or resulting from water which may leak or flow from any portion of the Common Areas or community facilities, or from any wire, pipe, drain, conduit or the like. The Association shall not be liable to any member for loss or damage, by theft or otherwise, of articles which may be stored upon the Common Areas or community facilities. No diminution or abatement of assessments, as herein elsewhere provided for, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the Common Areas or community facilities, or from any action taken by the Association to comply with any of the provisions of this Declaration or with any law or ordinance or with the order or directive of any municipal or other governmental authority.

ARTICLE X

General Provisions

Section 1. Enforcement. The Association, or any Owner, or any mortgagee of any Lot shall have the right to enforce, by any proceeding at law and/or in equity, all restrictions, conditions, covenants, reservations, liens, charges or other obligations or terms now or hereafter imposed by the provisions of this Declaration, or the Articles of Incorporation or Bylaws of the Association. Failure by the Association or by any Owner or by any mortgagee of any Lot to enforce any covenant or restrictions herein contained or any provision of the Bylaws or Articles of Incorporation of the Association shall in no event be deemed a waiver of the right to do so thereafter. There shall be and there is hereby created and declared to be a conclusive presumption that any violation or breach of any of the within covenants or restrictions or any provision of the Bylaws or Articles of Incorporation of the Association cannot be adequately remedied by action at law or exclusively by recovery of damages.

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

Section 3. Duration and Amendment. Except where permanent easements or other permanent rights or interests are herein created, the covenants and restrictions of the Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) - year period by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners, and thereafter, by an instrument signed by the Owners of not less than sixty-seven percent (67%) of the Lots. Any amendment must be recorded.

Section 4. Annexation. The Declarant shall have the right, for a period of seven (7) years following the date of recordation of this Declaration, without the consent of the members of the Association, to annex and bring within the scheme of this Declaration additional land in future stages of the development as shown on the Development Plan (and amendments thereto), provided that so long as a Lot is encumbered by a deed of trust or mortgage which is guaranteed or insured by VA and/or FHA, then VA and/or FHA, as applicable, shall approve any annexations not in accord with said Development Plan (and amendments thereto) as approved by them. The additions authorized shall be made by filing of record Supplementary Declarations of Covenants with respect to the additional land which shall extend the scheme of the covenants and restrictions of the Declaration to such land and thereby subject such land to the effect and operation of this Declaration. Said Supplementary Declarations may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added Lots and as are not inconsistent with the scheme of this Declaration. Except as otherwise hereinabove provided, annexations to the Property shall require the consenting two-thirds (2/3) of the Class A Members.

Section 5. FHA and VA Approvals. Provided that any Lot subject to this Declaration is then encumbered by a deed of trust or mortgage which is insured by the Federal Housing Administration or guaranteed by the Veterans' Administration, and, provided further, that there are then Class B memberships of the Association outstanding, neither the members, the Board of Directors nor the Association shall, by act or omission, take any of the following actions without the prior written consent or approval of the Federal Housing Administration and/or Veterans' Administration (as applicable):

(a) make any annexation or additions other than as provided for pursuant to Section 4 of Article X of this Declaration; or

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

(c) abandon or terminate this Declaration; or

(d) modify or amend any provision of this Declaration, the Bylaws or the Articles of Incorporation of the Association; or

(e) merge or consolidate the Association with any other entity or sell, lease, exchange or otherwise transfer all or substantially all of the assets of the Association in any other entity.

Section 6. Rights of the Maryland-National Capital Park and Planning Commission ("Commission" herein). Any other provision of this Declaration or the Bylaws or Articles of Incorporation of the Association to the contrary

notwithstanding, neither the members, the Board of Directors nor the Association shall, by act or omission, take any of the following actions without the prior written consent of the Commission, which consent shall not be unreasonably withheld or delayed:

(a) make any annexation or additions other than as provided for pursuant to Section 4 of Article X of this Declaration; or

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

(c) abandon or terminate the Declaration; or

(d) modify or amend any material or substantive provision of this Declaration, or the Bylaws or the Articles of Incorporation of the Association; or

(e) merge or consolidate the Association with any other entity or sell, lease, exchange or otherwise transfer all or substantially all of the assets of the Association to any other entity; or

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

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

Section 7. Consents by Lenders. Any other provision of this Declaration or the Bylaws or Articles of Incorporation of the Association to the contrary notwithstanding, neither the members, the Board of Directors nor the Association shall, by act or omission, take any of the following actions without the prior written consent and approval of all of the holders of the first mortgages of record on the Lots:

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

(b) abandon or terminate this Declaration; or

~~(c) modify or amend any substantive provision of this Declaration, or of the Bylaws or of the Articles of Incorporation of the Association; or~~

(d) merge or consolidate the Association with any other entity or sell, lease, exchange or otherwise transfer all or substantially all of the assets of the Association to any other entity; or

(e) substantially modify the method of determining and collecting assessments against an Owner or his Lot as provided in this Declaration; or

(f) waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearance of buildings or structures on the Lots, the exterior maintenance of buildings or structures on the Lots, the maintenance of the Common Area party walks or common fences and driveways, or the upkeep of lawns and plantings within the Property; or

(g) fail to maintain fire and extended coverage on insurable Association Common Area on property on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based on current replacement cost); or

(h) use hazard insurance proceeds for losses to any Association Common Area or property for other than the repair, replacement or reconstruction of such Common Area or property.

Section 8. Additional Rights of Mortgagees - Notice. The Association shall promptly notify the holder of the first mortgage on any Lot for which any assessment levied pursuant to the Declaration, or any installment thereof, becomes delinquent for a period in excess of thirty (30) days and the Association shall promptly notify the holder of the first mortgage on any Lot with respect to which any default in any other provision of this Declaration remains uncured for a period in excess of thirty (30) days following the date of such default. Any failure to give any such notice shall not affect the validity or priority of any first mortgage on any Lot and the protection extended in this Declaration to the holder of any such mortgage shall not be altered, modified or diminished by reason of such failure.

No suit or other proceeding may be brought to foreclose the lien for any assessment levied pursuant to this Declaration except after ten (10) days' written notice to the holder of the first mortgage on the Lot which is the subject matter of such suit or proceeding. If the Association undertakes "self-management," it shall promptly give written notice of such occurrence to all of the holders of first mortgages of record on the Lots.

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

Section 9. Casualty Losses. In the event of substantial damage or destruction to any of the Common Areas or community facilities, the Board of Directors of the Association shall give prompt written notice of such damage or destruction to the holders of all first mortgages of record on the Lots, No provision of this Declaration or the Articles of Incorporation or the Bylaws of the Association shall entitle any member to any priority over the holder of any first mortgage of record on his Lot with respect to the distribution to such member of any insurance proceeds paid or payable on account of any damage or destruction of any of the Common Areas or community facilities.

Section 10. Condemnation or Eminent Domain. In the event any part of the Common Areas and community facilities is made the subject matter of any condemnation or eminent domain proceeding, or is otherwise sought to be acquired by any condemning authority, then the Board of Directors of the Association shall give prompt written notice of any such proceeding or proposed acquisition to the holders of all first mortgages of record on the Lots. No provision of this Declaration or the Articles of Incorporation or the Bylaws of the Association shall entitle any member to any priority over the holder of any first mortgage of record on his Lot with respect to the distribution to such member of the proceeds of any condemnation or settlement relating to a taking of any of the Common Areas and community facilities.

Section 11. Changes Required by Lenders. NOTWITHSTANDING ANY PROVISION TO THE CONTRARY CONTAINED IN THE ARTICLES OF INCORPORATION OR BYLAWS OF THE ASSOCIATION OR THIS DECLARATION, THE DECLARANT SHALL HAVE AND HEREBY RESERVES THE RIGHT TO MAKE MODIFICATIONS, ADDITIONS OR DELETIONS TO THE DECLARATION, THE ARTICLES OF INCORPORATION AND THE BYLAWS OF THE ASSOCIATION IF SUCH MODIFICATIONS, ADDITIONS OR DELETIONS ARE REQUIRED BY VA, FHA, FHLBC OR FNMA. THE DECLARANT FURTHER RESERVES THE RIGHT TO WAIVE IN WRITING ANY EXEMPTION, RIGHT OR PRIVILEGE GRANTED OR RESERVED TO THE DECLARANT BY THIS DECLARATION OR THE ARTICLES OF INCORPORATION OR THE BYLAWS OF THE ASSOCIATION.

Section 12. Captions and Gender. The captions contained in this Declaration are for convenience only and are not a part of this Declaration and are not intended in any way to limit or enlarge the terms and provisions of this Declaration. Whenever the context so requires, the male shall include all genders and the singular shall include the plural.

IN WITNESS WHEREOF, the undersigned, being the DECLARANT herein, has executed this instrument this 17th day of July, 1986.

WINCHESTER HOMES, INC.
a Maryland corporation

BY: [Signature]

D. T. NOAKES, President

STATE OF MARYLAND, COUNTY OF MONTGOMERY, TO-WIT:

I HEREBY CERTIFY that on the 17th day of July, 1986, before the subscriber, a Notary Public in and for the above jurisdiction, personally appeared D. T. NOAKES, who has been satisfactorily proven to be the person whose name is subscribed to this written instrument, who acknowledged himself to be President of Winchester Homes, Inc.

and that said D. T. NOAKES, as President being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of Winchester Homes, Inc. by himself as President

GIVEN under my hand and seal this 17th day of July, 1986.

[Signature]
Notary Public

My Commission Expires: July 1, 1990

The undersigned is the record owner of fee simple title to the property described in Exhibit "C", attached hereto and made a part hereof; and, as the owner thereof, hereby consents and agrees to the covenants, conditions and restrictions set forth herein, and declares that all of such property shall be held, sold and conveyed subject to such covenants, conditions and restrictions.

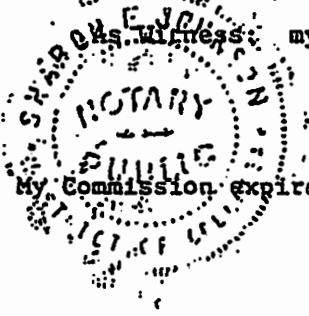
[Signature]

RICHARD G. WISE, Substitute Trustee
Pursuant to Foreclosure Sale on May 16, 1986
Montgomery County, Maryland. Civil No. 14377

DISTRICT OF COLUMBIA
SECRETARY OF STATE
MONTGOMERY COUNTY
SS:

I Hereby Certify, That on this 15th day of July 1986, before me, the subscriber, a Notary Public of the District of Columbia, personally appeared RICHARD G. WISE known to me (or satisfactorily proven) to be the person(s) whose name(s) is subscribed to the within instrument and acknowledge that he executed the same for the purposes therein contained.

As witness, my hand and notarial seal.



Sharon E. Johnson
Sharon E. Johnson, Notary Public

My Commission expires: 7/14/87

Glenn D. Simpson

GLENN D. SIMPSON, Substitute Trustee,
Pursuant to Foreclosure Sale on May 16, 1986
Montgomery County, Maryland. Civil No. 14377

DISTRICT OF COLUMBIA
SECRETARY OF STATE
MONTGOMERY COUNTY
SS:

I Hereby Certify, That on this 15th day of July 1986, before me, the subscriber, a Notary Public of the District of Columbia, personally appeared GLENN D. SIMPSON known to me (or satisfactorily proven) to be the person(s) whose name(s) is subscribed to the within instrument and acknowledge that he executed the same for the purposes therein contained.

As witness, my hand and notarial seal.



Sharon E. Johnson
Sharon E. Johnson, Notary Public

My Commission expires: 7/14/87

Consent hereto is also provided by Sunbelt Service Corporation, purchaser at foreclosure sale of May 16, 1986, pursuant to Civil Action No. 14377, Montgomery County, Maryland.

SUNBELT SERVICE CORPORATION

By Wayne E. Biver
VICE-PRES.

State of TEXAS
County of DALLAS

I, Sharon A. Mau, a Notary Public in and for the State of TEXAS, do certify that WAYNE E. BIVER, whose name is signed to the foregoing, this day personally appeared before me in my State and County aforesaid and acknowledged the same. Given under my hand this 8th day of July, 1986.

Sharon A. Mau
Notary Public Sharon A. Mau

My Commission expires 2-15-88



THIS DOCUMENT IS NOT VALID FOR RESALE PACKAGE

ATTORNEY'S CERTIFICATE

I HEREBY CERTIFY that I am an attorney duly admitted to practice before the Court of Appeals of Maryland and that the within instrument was prepared under my supervision.



A handwritten signature in black ink, appearing to read 'Richard Ross', is written over a horizontal line.

RICHARD ROSS

THIS DOCUMENT IS NOT VALID FOR RESALE PACKAGE

EXHIBIT "A"

Parcel A, Block "AA" in a subdivision known as "Plat 40, Brookeville Knolls" as per plat thereof recorded in Plat Book 130 at Plat 15161 among the Land Records of Montgomery County, Maryland

and

Parcel C, Block "Y" in a subdivision known as "Plat 35, Brookeville Knolls" as per plat thereof recorded in Plat Book 130 at Plat 15156 among the Land Records of Montgomery County, Maryland

and

Lots 1 through 7, 9 through 31, Parcel A and Parcel B, Block "Y"; and Lots 3 through 9, Block Z in a subdivision known as "Plat 36, Brookeville Knolls" as per plat thereof recorded in Plat Book 130 at Plat 15157 among the Land Records of Montgomery County, Maryland

and

Lot 8, Parcel F and Parcel G, Block "Y"; Lot 10, Block "2"; and Lots 1 through 3, Block "AA" in a subdivision known as "Plat 37, Brookeville Knolls" as per plat thereof recorded in Plat Book 130 at Plat 15158 among the Land Records of Montgomery County, Maryland

and

Lots 80 through 97, 103 through 108 and Parcel D, Block "Y" in a subdivision known as "Plat 38, Brookeville Knolls" as per plat thereof recorded in Plat Book 130 at Plat 15159 among the Land Records of Montgomery County, Maryland.

LIBER 7213 FOLIO 228

EXHIBIT "B"

Being seven parcels of land hereinafter described as Parts One thru Seven, said Part One and Two being more particularly described as Parcels A and B, respectively, of Block Y as shown on a plat of subdivision entitled "Plat 36 BROOKEYVILLE KNOLLS" and recorded among the Land Records of Montgomery County, Maryland in Plat Book 130 as Plat 15157; said Part Three being more particularly described as Parcel C, Block Y as shown on a plat of subdivision entitled "Plat 35 BROOKEYVILLE KNOLLS" and recorded among the aforesaid Land Records in Plat Book 130 as Plat 15156; said Part Four being more particularly described as Parcel D, Block Y as shown on a plat of subdivision entitled "Plat 38 BROOKEYVILLE KNOLLS" and recorded in the aforesaid Land Records in Plat Book 130 as Plat Book 15159; said Part Five being more particularly described as Parcel A in Plat 40, Block Y as shown on a plat of subdivision entitled "Plat 39 BROOKEYVILLE KNOLLS" and recorded in the aforesaid Land Records in Plat Book 130 as Plat Book 15160; Parts Six and Seven being more particularly described as Parcels F and G, respectively, of Block Y as shown on a plat of subdivision entitled "Plat 37 BROOKEYVILLE KNOLLS" and recorded in the aforesaid Land Records in Plat Book 130 as Plat 15158.

CLIENT'S MATERIALS
submitted for record
in a condition not permitting
necessary photographic
reproduction.

THIS DOCUMENT IS NOT VALID FOR RESALE PACK

Locs 4 through 6, Block "AA" in a subdivision known as "Plac 37, Brookville
Knolls" as per plat thereof recorded in Plat Book 130 at Plac 15158 among the
Land Records of Montgomery County, Maryland.

and

Locs 98 through 102 and Parcel 1, Block "Y" in a subdivision known as "Plac 37,
Brookville Knolls" as per plat thereof recorded in Plat Book 130 at Plac 15158
among the Land Records of Montgomery County, Maryland.

EXHIBIT "C"

LIBER 7 2 1 3 FOLD 2 9

Amount paid for record
in a quality and printing
reproduction.

LIBER 7 2 1 3 FSLD 2 3 0

EXHIBIT D

Page One

CLASS'S NOTICE
Personal exhibits not for spread
in a condition not permitting
satisfactory photographic
reproduction.

Lot Number	Block	Account No.
1	AA	8-15-2490890
2	AA	8-15-2490902
3	AA	8-15-2490913
4	Y	8-15-2490068
5	Y	8-15-2490070
6	Y	8-15-2490081
7	Y	8-15-2490092
8	Y	8-15-2490104
9	Y	8-15-2490115
10	Y	8-15-2490126
11	Y	8-15-2490137
12	Y	8-15-2490148
13	Y	8-15-2490150
14	Y	8-15-2490161
15	Y	8-15-2490172
16	Y	8-15-2490183
17	Y	8-15-2490194
18	Y	8-15-2490206
19	Y	8-15-2490217
20	Y	8-15-2490228
21	Y	8-15-2490230
22	Y	8-15-2490241
23	Y	8-15-2490252
24	Y	8-15-2490263
25	Y	8-15-2490274
26	Y	8-15-2490285
27	Y	8-15-2490296
28	Y	8-15-2490308
29	Y	8-15-2490310
30	Y	8-15-2490321
31	Y	8-15-2490332
80	Y	8-15-2490343
81	Y	8-15-2490354
82	Y	8-15-2490970
83	Y	8-15-2490981
84	Y	8-15-2490992
85	Y	8-15-2491008
86	Y	8-15-2491017
87	Y	8-15-2491028
88	Y	8-15-2491030
89	Y	8-15-2491041
90	Y	8-15-2491052
91	Y	8-15-2491063
	Y	8-15-2491074
	Y	8-15-2491085

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CLAIM'S SERVICE
Document submitted for record
is a duplicate not permitting
advertising photographs
reproduction.

LIBER 77'3 FOLD 231

EXHIBIT D

Page Two

Lot Number	Block	Account No.
92	Y	8-15-2491096
93	Y	8-15-2491108
94	Y	8-15-2491110
95	Y	8-15-2491121
96	Y	8-15-2491132
97	Y	8-15-2491143
103	Y	8-15-2491201
104	Y	8-15-2491212
105	Y	8-15-2491223
106	Y	8-15-2491234
107	Y	8-15-2491245
108	Y	8-15-2491256
3	Z	8-15-2490387
4	Z	8-15-2490398
5	Z	8-15-2490401
6	Z	8-15-2490412
7	Z	8-15-2490423
8	Z	8-15-2490434
9	Z	8-15-2490445
10	Z	8-15-2490888
PCL A	AA	8-15-2491462
PCL A	Y	8-15-2490046
PCL B	Y	8-15-2490057
PCL F	Y	8-15-2490456
PCL G	Y	8-15-2490467
PCL D	Y	8-15-2490957
PCL C	Y	8-15-2489960
4	AA	8-15-2490924
5	AA	8-15-2490935
6	AA	8-15-2490946
98	Y	8-15-2491154
99	Y	8-15-2491165
100	Y	8-15-2491176
101	Y	8-15-2491187
102	Y	8-15-2491198

DOCUMENT IS NOT VALID FOR SALE PACKAGE

SUPPLEMENTARY DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR BROOKEVILLE KNOLLS

THIS SUPPLEMENTARY DECLARATION, made as of this 9th day of October, 1987 by WINCHESTER HOMES, INC., a Delaware Corporation ("Declarant").

WHEREAS, Winchester is the owner of the real property described in Exhibit "A" attached hereto and incorporated herein; and

WHEREAS, Declarant has heretofore recorded a certain Declaration of Covenants, Conditions and Restrictions for Brookeville Knolls (hereinafter referred to as the "Declaration", which term shall include any and all subsequent corrections and modifications thereof as may be recorded among the Land Records of Montgomery County) in Liber 7213 at Folio 203, among the Land Records of Montgomery County, Maryland; and

WHEREAS, Declarant desires to revise the scheme of the covenants and restrictions of the Declaration so that the parcel described in Exhibit A, which was originally identified as a common area in the Declaration, be hereinafter designated and identified exclusively as "Property", as defined in Article I, Section 3 of the Declaration.

14.00
1.00
29.00
29.00
718.22
10/29/87

NOW, THEREFORE, Declarant, hereby declares that the parcel described in Exhibit "A" shall be and is hereby designated as "Property", as defined in Article I, Section 3 of the Declaration and shall hereafter be subject to the effect and operation of the Declaration, including each and every covenant, restriction, condition and easement set forth therein, as such.

Words or phrases defined in Article I of the Declaration shall have the same meaning in the Supplementary Declaration as provided for in Article I of the Declaration.

ATTEST:

WINCHESTER HOMES, INC.,
A Delaware Corporation

Robert E. Johnson
Secretary

By: John E. Zurrecki
John Zurrecki
Vice President

87 OCT 29 PM 6:23

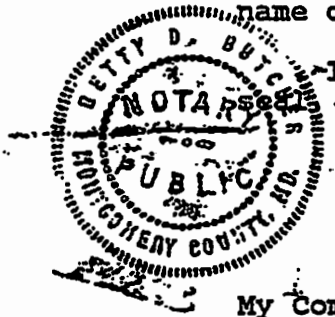
CLERK'S OFFICE
MONTG. CO., MD.

THIS DOCUMENT IS NOT VALID FOR SALE PACKAGE

STATE OF
COUNTY OF *Montgomery*, to wit:

I hereby certify that on this 9th day of October 1987, before the undersigned officer, personally appeared John Zwirecki, who acknowledged himself to be the Vice President of the within named corporation, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Vice President.

IN WITNESS WHEREOF, I hereunto set my hand and official



Betty D. Butcher
Notary Public BETTY D. BUTCHER

My Commission Expires: 7/1/90

THIS DOCUMENT IS NOT VALID FOR RESALE PACKAGE

EXHIBIT "A"

Parcel "A" in Block "AA" as shown on Plat of Subdivision entitled "PLAT 40, BROOKEVILLE KNOLLS" and recorded in Plat Book 130 at Plat 15161 among the Land Records of Montgomery County, Maryland.

Parcel I.D. Number: 8-15-2491462

THIS DOCUMENT IS NOT VALID FOR RESALE PACKAGE

**SUPPLEMENTARY DECLARATION
BROOKVILLE KNOLLS**

THIS SUPPLEMENTARY DECLARATION, made as of this 31st day of September, 1990, by WINCHESTER HOMES, INC., a Delaware corporation ("Declarant");

WHEREAS, Declarant is the owner of the real property described in Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, Declarant has heretofore recorded a certain Declaration (hereinafter referred to as the "Declaration", which term shall include any and all subsequent corrections, modifications and supplements thereof as may be recorded among the Land Records of Montgomery County) in Liber 7123 at Folio 203, among the Land Records of Montgomery County, Maryland; and

WHEREAS, Declarant desires to revise the scheme of the Declaration so that the property described in Exhibit "A" hereof be hereinafter designated and identified as "Property", as defined in the second paragraph of the Declaration;

NOW, THEREFORE, Declarant, hereby submits the Property to the operation and effect of the Declaration, as more particularly set forth as follows:

ARTICLE I

DEFINITIONS

Unless otherwise specifically stated herein, the terms, words and phrases used in this Supplementary Declaration shall have the same meanings as set forth in the Declaration.

ARTICLE II

SUBMISSION OF PROPERTY

Pursuant to the Declaration, the Declarant hereby subjects the Property described in Exhibit "A", and the improvements thereon, or any improvements hereafter constructed thereon, to the provisions of the Declaration and Bylaws of the Brookville Knolls Homeowners Association.

ARTICLE III

GENERAL PROVISIONS

Except as specifically supplemented hereby, each and every provision of the Declaration shall apply to each Lot made a part of the Association by means of this Supplementary

90 OCT 17 AM 11:28.7

FILED
CLERK
MONTGOMERY COUNTY
M.D.

(4)

THIS DOCUMENT IS NOT VALID FOR RESALE PACKAGE

LIBERS 5 1 8 FOLIO 57

CLTIC

Declaration, and each and every provision of the Declaration shall be deemed to be a part hereof as if set forth herein.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Supplementary Declaration this 21st day of September, 1990.

ATTEST:

WINCHESTER HOMES, INC.,
a Delaware corporation

Betty D. Butcher
Secretary

By James L. Sullins
James L. Sullins, Vice
President

STATE OF MARYLAND:
COUNTY OF MONTGOMERY, to wit:

I hereby certify that on this 21st day of September, 1990, before the undersigned officer, personally appeared James L. Sullins, who acknowledged himself to be the Vice President of the within named corporation, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Vice President.

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

Betty D. Butcher
Notary Public
My Commission Expires: 1/1/92 Betty D. Butcher

RR100 - 9/20/90

THIS DOCUMENT IS NOT VALID FOR RESALE PACKAGE

CLTIC

EXHIBIT "A"

Lots Ninety-one (91) through and including One Hundred (100), Block R, "Brookville Knolls," Montgomery County, Maryland, as per plat thereof recorded in Plat Book 130 at Plat 15160, among the Land Records of Montgomery County, Maryland; and

Parcel "E" and Lots One Hundred Ten (110) through and including One Hundred Seventeen (117), Block Y, "Brookville Knolls," Montgomery County, Maryland, as per plat thereof recorded in Plat Book 130 at Plat 15160, among the Land Records of Montgomery County, Maryland.

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LIBER 9518 FOLIO 59

CLTC

PARCEL ID NUMBERS:

Block "R"

Lot 91	8-15-2491280
Lot 92	8-15-2491291
Lot 93	8-15-2491303
Lot 94	8-15-2491314
Lot 95	8-15-2491325
Lot 96	8-15-2491336
Lot 97	8-15-2491347
Lot 98	8-15-2491358
Lot 99	8-15-2491360
Lot 100	8-15-2491371

Block "Y"

Lot 110	8-15-2491382
Lot 111	8-15-2491393
Lot 112	8-15-2491405
Lot 113	8-15-2491416
Lot 114	8-15-2491427
Lot 115	8-15-2491438
Lot 116	8-15-2491440
Lot 117	8-15-2491451
Parcel E	8-15-2498155

TITLE INSURER: Commonwealth Land Title Insurance Co.

RETURN TO:

Ward, Klein & Miller
806 W. Diamond Ave.
Gaithersburg, MD 20878
(WHI/Brookville Knolls HOA)

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BROOKEVILLE KNOLLS HOA, INC
P.O. BOX 393 OLNEY MD 20830-0393

BYLAWS OF
BROOKEVILLE KNOLLS
HOMEOWNERS
ASSOCIATION, INC

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BYLAWS

OF

BROOKEVILLE KNOLLS HOMEOWNERS ASSOCIATION, INC.

The name of the corporation is BROOKEVILLE KNOLLS HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "Association." The principal office of the corporation shall be located at 6611 Kenilworth Avenue, Suite 216, Riverdale, Maryland 20737, but meetings of members and directors may be held at such places within the State of Maryland as may be designated by the Board of Directors.

ARTICLE II

Definitions

Section 1. "Association" shall mean and refer to BROOKEVILLE KNOLLS HOMEOWNERS ASSOCIATION, INC., a non-stock, non-profit Maryland corporation, its successors and assigns.

Section 2. "Property" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Property (with the exception of the Common Area), and to any condominium unit, if any, located within the Property.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Declarant" shall mean and refer to Brookeville Knolls Joint Venture, a Maryland Partnership, and Winchester Homes, Inc., then respective successors and assigns if such successors or assigns should acquire more than one Lot from the Declarant for the purpose of development, 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.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Property recorded among the Land Records for Montgomery County, Maryland, including amendments and supplements thereto.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

Section 9. "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 Lots. "Mortgage," as used herein, shall include deed of trust. "First Mortgage," as used herein, shall mean a mortgage with priority over other mortgages. As used in this Declaration, the term "mortgagee" shall mean any mortgagee and shall not be limited to institutional mortgagees. As used in this Declaration, the term "institutional mortgagee" or "Institutional Holder" shall include banks, trust companies, insurance companies, mortgage insurance companies, savings and loan associations, trusts, mutual savings banks, credit unions, pension funds, mortgage companies, Federal National Mortgage Association ("FNMA"), Federal Home Loan Mortgage Corporation ("FHLMC"), all corporations and any agency or department of the United States Government or of any state or municipal government. As used in this Declaration, the term "holder" or "mortgagee" shall include the parties secured by any deed or trust or any beneficiary thereof.

ARTICLE II

Meeting of Members

Section 1. Annual Meetings. The first annual meeting of the members shall be held within twelve (12) months from the date of filing of the Articles of Incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter or such other reasonably similar date as may be selected by the Board of Directors. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

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

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be give by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days (but not more than sixty (60) days) before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration or these Bylaws. If, however, such quorum shall not be present or represented at any meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Voting. At every meeting of the members, each Class A member shall have the right to cast one (1) vote for each Class A membership which he owns on each question. Each of the Class B members shall have the right to cast three (3) votes for each Class B membership which he owns on each question. The vote of the members representing fifty-one percent (51%) of the total of the votes of all of the memberships at the meeting, in person or by proxy, calculated as aforesaid, shall be necessary to decide any question brought before such meeting, unless the question is one upon which, by the express provision of law or of the Articles of Incorporation, or of the Declaration or of these Bylaws, a different vote is required, in which case such express provision shall govern and control. The vote for any membership which is owned by more than one person may be exercised by any of the co-owners of any membership who are present at any meeting of the members are unable to agree on the manner in which the votes for such membership shall be cast on any particular question, then such vote shall not be counted for purposes of deciding that question. In the event any membership is owned by a corporation, then the vote for any such membership shall be cast by a person designated in a certificate signed by the President or any Vice President of such corporation and attested by the Secretary or an Assistant Secretary of such corporation and filed with the Secretary of the Association, prior to or during the meeting. The vote for any membership which is owned by a trust or partnership may be exercised by any trustee or partner thereof, as the case may be, and, unless any objection or protest by any other such trustee or partner is noted at such meeting, the Chairman of such meeting shall have no duty to inquire as to the authority of the person casting such vote or votes. No Class A member shall be eligible to

vote, either in person or by proxy, or to be elected to the board of Directors, who is shown on the books or management accounts of the Association to be more than sixty (60) days delinquent in any payment due the Association.

Section 6. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot. No proxy shall be valid after eleven (11) months from its date, unless otherwise provided in the 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. Any written proxy which conforms with the applicable laws of Maryland shall be satisfactory and approved as to form by the Board of Directors.

Section 7. Rights of Mortgagees. Any institutional mortgagee of any Lot who desires notice of the annual and special meetings of the members shall notify the Secretary to that effect by Registered Mail - Return Receipt Requested. Any such notice shall contain the name and post office address of such institutional mortgagee and the name of the person to whom notice of the annual and special meetings of the members should be addressed. The Secretary of the Association shall maintain a roster of all institutional mortgagees from whom such notices are received and it shall be the duty of the Secretary to mail or otherwise cause the delivery of a notice of each annual or special meeting of the members to each such institutional mortgagee in the same manner, and subject to the same requirements and limitations as are otherwise provided in this Article for notice to the members. Any such institutional mortgagee shall be entitled to designate a representative to attend any annual or special meeting of the members and such representative may participate in the discussion at any such meeting and may, upon his request made to the Chairman in advance of the meeting, address the members present at any such meeting. Such representative shall have no voting rights at any such meeting. Such representative shall be entitled to copies of the minutes of all meetings of the members upon request made in writing to the Secretary.

ARTICLE IV

Board of Directors: Selection: Term of Office

Section 1. Number. The affairs of the Association 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 Association.

Commencing with the first annual meeting of the Association, the Board of Directors shall consist of an uneven number of not less than three (3) nor more than five (5) members who shall be elected by the members of the Association. Prior to the lapse of all of the Class B memberships as provided for in the Articles of Incorporation and the Declaration, the number of directors shall be determined from time to time by a vote of the initial directors named by the Declarant; thereafter the number of directors shall be determined by a vote of the members at the annual or special meeting of members and the number of directors may be changed by a vote of the members at any subsequent annual or special meeting of the members; provided, however, that (a) the limitations of this Section shall continue to apply; and (b) no such change shall operate to curtail or extend the term of any incumbent director.

A majority of the board of Directors (after lapse of the Class B memberships as provided for in the Articles of Incorporation and the Declaration) shall be members of the Association.

Section 2. Term of Office. At the first annual meeting of the members, the members shall elect the Board of Directors and the term of office of the director receiving the greatest number of votes shall be fixed for three (3) years. The term of office of the director receiving the second greatest number of votes shall be fixed for two (2) years and the term of office of the expiration of the initial term of office of each respective director, his successor shall be elected to serve a term of three (3) years. In the alternative, the membership may, by resolution duly made and adopted at the first annual meeting of members, or at any subsequent annual meeting, resolve to fix the term for each Director elected at any such meeting at one (1) year. Directors shall hold office until their successors have been elected and hold their first regular meeting.

Section 3. Removal. After the first annual meeting of the members, any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. Prior to the first annual meeting of the members, any director may be removed from the Board, 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 and shall serve for the unexpired term of his predecessor.

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

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a

meeting which they could take at a meeting by obtaining the written approval of all the directors and such approval is filed with 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.

ARTICLE V

Nomination and Election of Directors

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

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

ARTICLE VI

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 of each Director, given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. ~~Special meetings of the Board of Directors shall be called by the President or Secretary in like~~

manner and on like notice on the written request of 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.

Section 4. Rights of Mortgagees. Any institutional mortgagee of any Lot who desires notice of the regular and special meetings of the Board of Directors shall notify the Secretary to that effect by Registered Mail - Return Receipt Requested. Any such notice shall contain the name and post office address of such institutional mortgagee and the name of the person to whom notice of the regular and special meetings of the Board of Directors should be addressed. The Secretary of the Association shall maintain a roster of all institutional mortgagees from whom such notices are received and it shall be the duty of the Secretary to mail or otherwise cause the delivery of a notice of each regular or special meeting of the Board of Directors to each such institutional mortgagee, in the same manner, and subject to the same requirements and limitations, as are otherwise provided in this Article for notice to the members of the Board of Directors. Any such institutional mortgagee shall be entitled to designate a representative to attend any regular or special meeting of the Board of Directors and such representatives may participate in the discussion at any such meeting and may, upon his request made to the Chairman in advance of the meeting, address the members of the Board of Directors present at any such meeting. Such representative shall be entitled to copies of the minutes of all meetings of the Board of Directors upon request made in writing to the Secretary.

Section 5. Fidelity Bonds. The Board of Directors shall require that all officers, Directors and employees of the Association regularly handling or otherwise responsible for the funds of the Association shall furnish adequate fidelity bonds or equivalent insurance against acts of dishonesty. The premiums on such bonds or insurance shall be paid by the Association.

ARTICLE VII

Powers and Duties of the Board of Directors

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

(a) adopt and publish rules and regulations governing the ~~use of the Common Area and facilities, and the personal conduct~~

of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use of the Common Areas and recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing for a period not to exceed sixty (60) days for infraction of published rules and regulations;

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

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

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

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

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

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

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

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

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

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same and to cause notices to be sent to first mortgagees as provided in Section 4 of Article VII hereof.

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

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

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

(g) cause the Common Area to be maintained, including, without limitation, the Scenic Easement Area (as such term is defined in the Declaration);

(h) otherwise perform or cause to be performed the functions and obligations of the Board and the Association as provided for in the Declaration and Articles of Incorporation and these Bylaws, including collection of assessments payable pursuant to any cross easement or other similar agreement and periodically employing an insurance consultant if the Board of Directors deems it necessary to do so in order to analyze the insurance requirements of the Association.

Section 3. Management Agent. The Board of Directors may employ for the Association a management agent or manager (the "Management Agent") at a rate of compensation established by the Board of Directors to perform such duties and services at the Board of Directors shall from time to time authorize in writing. Any management agreement entered into by the Association shall provide, inter alia, that such agreement may be terminated for cause by either party upon thirty (30) days written notice thereof to the other party. The term of any such management agreement shall not exceed one year; provided, however, that the term of any such management agreement may be renewable by mutual agreement of the parties for successive one-year periods. If the standards and regulations of FNMA and/or FHLMC prohibit self-management by the Association, and FNMA and/or FHLMC holds an interest in a first mortgage or deed or trust against any Lots, then no such self-management shall be undertaken by the Association, without the prior written consent and approval of all of the holders of the first mortgages of record on the Lots.

Provided that any Lot subject to these Bylaws is then encumbered by a deed of trust or mortgage which is insured by the Federal Housing Administration or guaranteed by the Veterans' Administration, and, provided further, that FHA and/or VA standards and regulations prohibit self-management of the Association, then no such self-management shall be undertaken by

the Association without the prior written consent and approval of FHA and/or VA (as applicable).

ARTICLE VIII

Officers and Their Duties

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

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' provided that the initial Board of Directors shall elect the first group of officers at its first organizational meeting.

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

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

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

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. 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 Assistant Secretary, Treasurer and Vice President may be held by the same person, but in no event shall the same officer execute, acknowledge or verify any instrument in more than one capacity, if such instrument is required by law, the Declaration, the Articles of Incorporation or these Bylaws to be executed,

acknowledged or verified by two (2) or more officers. No person shall simultaneously hold more than one (1) of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article and except as otherwise provided in this Section 7.

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

President

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

Vice-President

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

Secretary

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

Treasurer

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

ARTICLE IX

Liability and Indemnification of Officers and Directors

Section 1. Liability and Indemnification of Officers and Directors. The Association shall indemnify every officer and

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

ARTICLE X

Committees

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these Bylaws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE XI

Insurance

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

(a) A comprehensive policy of public liability insurance with a "Severability of Interest Endorsement" or its equivalent in such amounts and in such forms as may be considered appropriate by the Board of Directors (but not less than One Million Dollars (1,000,000.00) covering all claims for bodily injuries and/or property damage arising out of a single occurrence) including, but not limited to, legal liability, hired automobile liability, non-owned automobile liability, ~~liability for property of others and, such other risks as shall~~

1
customarily be covered with respect to projects similar in construction, location and use, including any and all other liability incident to the ownership and use of the Common Areas and community facilities of any portion thereof; and

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

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

(d) Such other policies of insurance, including insurance for other risks of a similar or dissimilar nature and fidelity coverage as required by these Bylaws, as are or shall hereafter be considered appropriate by the Board of Directors.

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

(a) All policies shall be written or reinsured with a company or companies licensed to do business in the State where the project is located and holding a rating of "A+" or better in the current edition of Best's Insurance Guide and being designated therein as being in a financial category of VI or better.

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

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

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

(e) All policies shall contain a waiver of subrogation by the insurer as to any and all claims against the Association, ~~the Board of Directors, the members of the Association and their~~ respective agents, employees or tenants, and of any defenses

based upon co-insurance or invalidity arising from the acts of the insured.

ARTICLE XII

Casualty Damage Reconstruction or Repair

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

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

ARTICLE XIII

Books and Records Fiscal Management

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

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

Section 3. Books and Accounts. Books and accounts of the Association shall be kept under the direction of the Treasurer

in accordance with generally accepted accounting practices, consistently applied. The same shall include books with detailed accounts, in chronological order, or receipts and of the expenditures and other transactions of the Association and its administration and shall specify the maintenance and repair expenses of the Common Areas and community facilities, services required or provided with respect to the same and any other expenses incurred by the Association. The amount of any assessment or portion of any assessment, required for payment of any capital expenditure or reserves of the Association shall be credited upon the books of the Association to the "Paid-in-Surplus" account as a capital contribution by the members.

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

Section 5. Inspection of books. The books and accounts of the Association, vouchers accrediting the entries made thereupon and all other records maintained by the Association shall be available for examination by the members and their duly authorized agents or attorneys, and to the institutional holder of any first mortgage on any Lot and its duly authorized agents or attorneys, during normal business hours and for purposes reasonably related to their respective interests and after reasonable notice. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XIV

Assessments

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessments made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of eight percent (8%) per annum (or such lesser sum as VA or FHA shall specify if any Lot is insured by FHA or guaranteed by VA), and the Association may bring an

action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorneys' fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

ARTICLE XV

Corporate Seal

The Association shall have a seal in circular form having within its circumference the words: BROOKEVILLE KNOLLS HOMEOWNERS ASSOCIATION, INC., a Maryland corporation.

ARTICLE XVI

Amendments.

Section 1. These Bylaws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy, except that if any Lot subject to these Bylaws is then encumbered by a mortgage or deed of trust guaranteed by VA or insured by FHA, then VA and/or FHA (as applicable) shall have the right to veto amendments while there is Class B membership.

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

ARTICLE XVII

FHA/VA Approvals - Rights of MNCPPC - Rights of Lenders

Section 1. FHA/VA Approvals. Provided that any Lot subject to the Declaration is then encumbered by a deed of trust or mortgage which is guaranteed by the Veterans' Administration,, or insured by the Federal Housing Administration and, provided further, that there are then Class B memberships of the Association outstanding, neither the members, the Board of Directors, nor the Association shall, by act or omission, take any of the following actions without the prior written consent or approval of the Federal Housing Administration and/or Veterans' Administration (as applicable):

(a) make any annexation or additions other than as provided for pursuant to Section 4 of Article X of the Declaration; or

(b) abandon, partition, dedicate, subdivide, encumber, sell or transfer any of the the Common Areas or community facilities directly or indirectly owned by the Association; 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 Area, and community facilities by the members of the Association shall not be considered a transfer within the meaning of this Section; or

(c) abandon or terminate the Declaration; or

(d) modify or amend any provision of the Declaration, these Bylaws or the Articles of Incorporation of the Association; or

(e) merge or consolidate the Association with any other entity or sell, lease, exchange or otherwise transfer all or substantially all of the assets of the Association in any other entity.

Section 2. Right of the Maryland-National Capital Park and Planning Commission ("Commission" herein). Any other provision of these Bylaws, the Declaration, or the Articles of Incorporation of the Association to the contrary notwithstanding, neither the members, the Board of Directors, nor the Association shall, by act or omission, take any of the following actions without the prior written consent of the Commission, which consent shall not be unreasonably withheld or delayed:

(a) make any annexation or additions other than as provided for pursuant to Section 4 of Article X of the Declaration; or

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

(c) abandon or terminate the Declaration; or

(d) modify or amend any material or substantive provision of the Declaration, or these Bylaws or the Articles of Incorporation of the Association; or

(e) merge or consolidate the Association with any other entity or sell, lease, exchange or otherwise transfer all or substantially all of the assets of the Association to any

other entity; or

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

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

Section 3. Consents by Lenders. Any other provision of the Declaration, these Bylaws or the Articles of Incorporation to the contrary notwithstanding, neither the members, the Board of Directors, nor the Association shall, by act or omission, take any of the following actions without the prior written consent and approval of all of the holders of the first mortgages of record on the Lots:

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

(b) abandon or terminate the Declaration; or

(c) modify or amend any substantive provision of the Declaration, or of these Bylaws or of the Articles of Incorporation of the Association; or

(d) merge or consolidate the Association with any other entity or sell, lease, exchange or otherwise transfer all or substantially all of the assets of the Association to any other entity; or

(e) substantially modify the method of determining and collecting assessments against an Owner or his Lot as provided in the Declaration; or

(f) waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearance of buildings or structures on the Lots, the maintenance or buildings or structures on the Lots, the maintenance of the Common Area party walks or common fences and driveways, or the upkeep of lawns and plantings within the Property; or

(g) fail to maintain fire and extended coverage on insurable Association Common Area on property on a current replacement cost basis in an amount not less than one hundred

percent (100%) of the insurable value (based on current replacement cost); or

(h) use hazard insurance proceeds for losses to any Association Common Area or property for other than the repair, replacement or reconstruction of such Common Area or property.

Section 4. Additional Rights of Mortgagees - Notice. The Association shall promptly notify the holder of the first mortgage on any Lot for which any assessment levied pursuant to the Declaration, or any installment thereof, becomes delinquent for a period in excess of thirty (30) days and the Association shall promptly notify the holder of the first mortgage on any Lot with respect to which any default in any other provision of the Declaration remains uncured for a period in excess of thirty (30) days following the date of such default. Any failure to give any such notice shall not affect the validity or priority of any first mortgage on any Lot and the protection extended in the Declaration to the holder of any such mortgage shall not be altered, modified or diminished by reason of such failure.

No suit or other proceeding may be brought to foreclose the lien for any assessment levied pursuant to the Declaration except after ten (10) days' written notice to the holder of the first mortgage on the Lot which is the subject matter of such suit or proceeding. If the Association undertakes "self-management," it shall promptly give written notice of such occurrence to all of the holders of first mortgages of record on the Lots.

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

Section 5. Casualty Losses. In the event of substantial damage or destruction to any of the Common Areas or community facilities, the Board of Directors of the Association shall give prompt written notice of such damage or destruction to the holders of all first mortgages of record on the Lots. No provision of the Declaration or the Articles of Incorporation or these Bylaws of the Association shall entitle any member to any priority over the holder of any first mortgage of record on his Lot with respect to the distribution to such member of any insurance proceeds paid or payable on account of any damage or destruction of any of the Common Areas or community facilities.

Section 6. Condemnation or Eminent Domain. In the event any part of the Common Area and community facilities is made the subject matter of any condemnation or eminent domain proceeding, or is otherwise sought to be acquired by any condemning authority, then the Board of Directors of the Association shall give prompt written notice of any such proceeding or proposed acquisition to the holders of all first mortgages of record on the Lots. No provision of the Declaration or the Articles of Incorporation or these Bylaws of the Association shall entitle any member to any priority over the holder of any first mortgage of record on his Lot with respect to the distribution to such member of the proceeds of any condemnation or settlement relating to a taking of any of the Common Areas and community facilities.

ARTICLE XVIII

Interpretation - Miscellaneous

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

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

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

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

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

~~Section 6. Gender, etc. Whenever in these Bylaws the~~

context so requires, the singular number shall include the plural and the converse, and the use of any gender shall be deemed to include all genders.

IN WITNESS WHEREOF, we, being all of the Directors of BROOKEVILLS KNOLLS HOMEOWNERS ASSOCIATION, INC., have hereunto set our hands this _____ day of _____, 1985.

WITNESS:

BROOKEVILLE KNOLLS HOMEOWNERS ASSOCIATION, INC.

By: _____
Kevin Gallagher, Director

By: _____
Alan Stackman, Director

By: _____
Bonnie S. Craig, Director

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly-elected and acting secretary of BROOKEVILLE KNOLLS HOMEOWNERS ASSOCIATION, INC., a Maryland non-stock, non-profit corporation, and,

THAT the foregoing Bylaws constitute the original Bylaws of said Association, as duly adopted at a meeting of the Board of Directors hereof, held on the _____ day of _____, 1985.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this _____ day of _____, 1985.

Secretary

THIS DOCUMENT IS NOT VALID FOR RESALE PACKAGE