

**WILLIAMSBURG SQUARE  
COMMUNITY COUNCIL  
CORPORATION**

**Declaration of Covenants,  
Conditions and Restrictions**

**By-Laws**



WILLIAMSBURG SQUARE

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DECLARATION OF COVENANTS  
CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made this 30th day of January, 1972, by PULTE HOME CORPORATION, a Delaware corporation, and MIDLANTIC NATIONAL BANK of NEWARK, New Jersey, hereinafter jointly referred to as the "Declarant";

WHEREAS, the Declarant is the owner in fee simple of certain real property located in the County of Montgomery, State of Maryland, which is more particularly described in Exhibit "A" attached hereto and made a part hereof, together with additional real property appurtenant thereto but not described in said Exhibit "A", and intends to erect thereon a residential community known as WILLIAMSBURG SQUARE, together with recreational facilities and other common areas for the benefit of said community; and

WHEREAS, the Declarant desires to provide for the preservation of the values and amenities in said Community and for the maintenance of said recreational facilities and other Common Areas; and to this end, desires to subject the real property described in Exhibit "A" to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

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

WHEREAS, there has been incorporated under the laws of the State of Maryland, as a non-profit, non-stock corporation, WILLIAMSBURG SQUARE COMMUNITY COUNCIL CORPORATION, for the purpose of exercising the functions aforesaid;

NOW, THEREFORE, the Declarant hereby declares that all of the real property described in Exhibit "A" attached hereto, and made a part hereof, shall be held, transferred, sold, conveyed, hypothecated or encumbered, used and occupied subject to the covenants, restrictions, easements, charges and liens (hereinafter sometimes referred to as "covenants and restrictions") hereinafter set forth, which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner thereof.

Article I

The following words when used in this Declaration shall have the following meanings:

Section 1. "Association" shall mean and refer to the WILLIAMSBURG SQUARE COMMUNITY COUNCIL CORPORATION, a non-profit, non-stock corporation incorporated under the laws of the State of Maryland, its successors and assigns.

Section 2. "Common Areas" shall mean all real property owned by the Association to be devoted to the common use and enjoyment of the members of the Association.

Section 3. "Declarant" shall mean jointly PULTE HOME CORPORATION, a Delaware Corporation, with offices at 16000 Industrial Road, Gaithersburg, Maryland, and MIDLANTIC NATIONAL BANK of NEWARK, New Jersey, their successors and assigns.

Section 4. "Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions, and any supplementary declaration filed hereto, as this Declaration may, from time to time, be amended in accordance with its terms or recorded with respect to other portions of the property.

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 Common Areas as heretofore defined.

Section 6. "Member" shall mean and refer to every person who holds membership in the Association.

Section 7. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is part of the property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation, provided, however, that the purchaser at a foreclosure sale or trustee's sale shall be deemed an Owner.

Section 8. "Person" means an individual, firm, corporation, partnership, association, trust or other legal entity or any combination thereof.

Section 9. "Property" shall mean that real property described in Exhibit "A" attached hereto, including all common areas and recreational facilities, together with all additions and annexations which may be made from time to time. When used in this Declaration, the word "Property" shall be deemed to refer not only to the real property described in Exhibit "A" but may also extend to all or any part of the Property described in Exhibit "B" hereto if this Declaration is amended in accordance with its terms to include all of any portion of the Property described in Exhibit "B" or if this

Declaration is again recorded with respect to an additional parcel of real property constituting all or part of the Property described in Exhibit "B".

Section 10. "Residential Community" shall mean the development known as WILLIAMSBURG SQUARE and situate on the Property.

## Article II

Section 1. Property Subject to Declaration. That certain real property which is, and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the County of Montgomery, State of Maryland, and is more particularly described in Exhibit "A" attached hereto and made a part hereof.

Section 2. Additions. The Declarant is the owner in fee simple of the Property described in Exhibit "A" hereto and also owns the Property as described in Exhibit "B" hereto. Initially, this Declaration shall be deemed to be applicable only to that portion of the Property described in Exhibit "A". The Declarant, however, specifically reserves the right to extend the portions of the Property subject to this Declaration to all or any part of the Property described in Exhibit "B". These extensions may be made from time to time until 100% of the Property described in Exhibit "A" and Exhibit "B", or

such lesser amount thereof as the Declarant may determine, is subject to this Declaration. The Declarant shall subject additional portions of the Property to this Declaration either by means of recording an amendment or supplement to this Declaration among the appropriate Land Records, or by rerecording this Declaration and merely amending or supplementing the Exhibits hereto. The right of the Declarant to subject additional portions of the Property to this Declaration shall be vested only in the Declarant and no other owner, member or other person shall have such right, except that the VA shall determine that any such addition is in accord with the general plan heretofore approved by it. The right reserved herein, to the extent not exercised, shall lapse without further act or deed if such right is not exercised on or before December 31, 1987; provided, however, that the Declarant may waive and renounce said right prior to December 31, 1987, by recording an appropriate instrument among the Land Records of Montgomery County.

### Article III

The following sections of this Article III shall apply to membership in the Association as that term is defined in Article I, Section 1 hereof.

Section 1. Members. Every Person, as defined, who is a record owner of a fee or undivided fee interest of



any Lot within the Property shall be a member of the Association, as defined, provided, however, that anyone who holds such interest solely 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 within the residential community known as WILLIAMSBURG SQUARE. Ownership of such Lot shall be the sole qualification for membership.

Section 2. Classification of Members. Members shall be divided into two classes denominated as Class A Members and Class B Members defined as follows:

Class A Members shall be all Owners as defined in Section 1 with the exception of the Declarant. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Section 1. When more than one person holds such interest or interests in any Lot, all such persons shall be members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

Class B Member(s) shall be the Declarant, who shall be entitled to three votes for each Lot in which it holds the interest required for membership by Section 1. The Class B membership shall cease and be converted to Class A membership.

upon the first to occur of (a) when the total votes outstanding in the Class A membership are greater than the total votes outstanding in the Class B membership; or (b) on December 31, 1982, provided, however, that if the Developer is unable to fully develop the Property and sell all recorded Lots to owners by reason of any ban, moratorium or restriction imposed by any government, governmental agency, or public utility, then this date shall be extended for a period equal to the period between the date on which such ban, moratorium or restriction commenced, and the date upon which such ban, moratorium or restriction terminates or is rescinded, but in no event shall such period be extended for more than five years. From and after the happening of these events, whichever occurs first, the Class B Member(s) shall be deemed to be a Class A Member entitled to one vote for each Lot in which it holds the interests required for membership under Section 1. In the event that the Declarant exercises its rights under Article II, Section 2 and by such exercise declares Lots up to the maximum number of Lots permitted by zoning regulation on the Property, each of the Lots so declared shall carry with it the appropriate membership with each Lot possessing the appropriate voting rights. Declaration of additional Lots as stated shall, without further act or deed, be deemed to create additional memberships equal to the total number of Lots with voting rights as identified in the Declaration and all amendments thereto.

Section 3. Voting. At every meeting of the Members, each of the members shall have the right to cast his vote as defined by Article III, Section 2 on each question. The vote of the members representing a fifty-one percent (51%) majority of the total votes cast with respect to any question, in person or by proxy, shall decide any question brought before such meeting, unless the question is one upon which, by express provision of statute or of the Articles of Incorporation, or this Declaration, or of the By-Laws, a different vote is required, in which case such express provision shall govern and control. The vote for any membership which is owned by more than one person may be exercised by any of them present at any meeting unless any objection or protest by any other owner of such membership is noted at such meeting. In the event all of the co-owners of any membership who are present at any meeting of the members are unable to agree on the manner in which the vote for such membership shall be cast on any particular question, then such vote shall not be counted for purposes of deciding that question. No members shall be eligible to vote, either in person or by proxy, or 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 4. Proxies. A member may appoint any other member or the Declarant or any other person permitted by

law or by the By-Laws as his proxy. In no case may any member (except the Declarant) cast more than one vote by proxy in addition to his own vote. Any proxy must be in writing and must comply with all requirements imposed by law or by the Association's By-Laws.

Section 5. Quorum. The presence, either in person or by proxy, of members representing at least fifteen percent (15%) of the total votes entitled to be cast with respect to any question, shall be requisite for, and shall constitute a quorum for the transaction of business at all meetings of members. If the number of members at a meeting drops below the quorum and the question of a lack of quorum is raised, no business may thereafter be transacted.

#### Article IV

Section 1. Members' Easements of Enjoyment. Subject to the provisions of Section 3 of this Article IV every member shall have a right and easement of enjoyment in and to all of the Common Areas and such easement shall be appurtenant to and shall pass with the title to every Lot.

Section 2. Title to Common Areas. The Declarant shall prior to the time of conveyance of the first lot in Williamsburg Square convey to the Association fee simple title, free and clear of all liens and encumbrances, to the Common Area

real property described in Exhibit "C" attached hereto and made a part hereof by this reference. Anything to the contrary in this Declaration notwithstanding the Declarant shall not be required to build or otherwise provide the swimming pool and related facilities to be constructed on said Common Area properties until such time as the Declarant shall have sold and conveyed its 150 th lot in Williamsburg Square. In the event the Declarant shall be unable to sell 150 lots prior to December 31, 1987 the Declarant shall be relieved of any obligation it might have otherwise had for the construction or providing a swimming pool and related facilities on the Common Area.

In order to preserve and enhance the property values and amenities of the residential community, the Common Areas and all facilities built or installed thereon shall at all times be maintained in good repair and condition and shall be operated in accordance with high standards.

In order to provide reasonable pedestrian and vehicular ingress and egress to the property, an easement is hereby declared on the Common Areas contained in any portion of the property which, upon recordation of this Declaration, shall be deemed to run with the land and shall permit vehicular and pedestrian ingress and egress for each Owner and each Owner's heirs, successors, assigns, lessees and invitees.

Section 3. Extent of Members' Easements. The rights

and easements created hereby shall be subject to the following:

(a) reasonable regulations imposed by the Association in accordance with its Articles of Incorporation and By-Laws:

(b) the right of the Association to take such steps as are necessary to protect the Common Areas against foreclosure;

(c) the right of the Association, as provided in its Articles and Bylaws, to suspend the enjoyment rights of any Member for any period during which any assessment remains unpaid, and for any period not to exceed thirty days for any infraction of its published rules and regulations;

(d) the right of the Declarant, and of the Association, to grant and reserve easements and rights-of-way through, under, over and across the Common Areas, for the installation, maintenance and inspection of lines and appurtenances for public or private water, sewer, drainage, fuel oil and other utilities;

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

(f) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility, provided, however, that such

dedication or transfer shall not impair any rights or ingress or egress to each individual Lot. All or any part of the Common Area shall not be dedicated or transferred without the prior written approval of the Maryland National Capital Park and Planning Commission or its successors, which approval shall not be unreasonably withheld. Further no such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer has been signed by two-thirds (2/3) of each class of members has been recorded.

(g) the right of the Association to regulate parking on all Lots and Common Areas;

(h) the right of the Association, in accordance with its Articles and By-laws, to borrow money for the purpose of improving the Common Areas and facilities and in aid thereof to mortgage said property.

Section 4. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, 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.

#### Article V

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner, except the Declarant, of

any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association (1) annual assessments or charges, and (2) special assessments for capital improvements, as provided in the By-Laws, such assessments to be proportionately fixed, established and uniformly collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as are hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as are hereinafter provided, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. This personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Annual Assessments and Carrying Charges of the Association. Each Class A member of the Association to the exclusion of the Class B member(s) shall pay to the Association a monthly sum (hereinafter sometimes referred to as "assessments" or "carrying charges") equal to one-twelfth (1/12) of the member's proportionate share of the



sum required by the Association, as estimated by its Board of Directors, to meet its annual expenses. Assessments on unimproved and improved Lots owned by Declarant shall be at a rate equal to twenty-five percent (25%) of the assessment rate applicable to Lots owned by owners other than Declarant. Assessments shall be for the purpose of paying Association expenses which shall include, but in no way be limited to the following:

(a) The cost of all operating expenses of the residential community and services furnished, including charges by the Association for facilities and services furnished by it; and

(b) The cost of necessary management and administration, including fees paid to a Management Agent, if any; and

(c) The amount of all taxes and assessments levied against the Association or upon any property which it may own or which it is otherwise required to pay, if any; and

(d) The cost of fire and extended liability insurance on the residential community and the cost of such other insurance as the Association may effect; and

(e) The cost of furnishing water, electricity, heat, gas, garbage and trash collection and/or other utilities, to the extent furnished by the Association; and

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

(g) The estimated cost of repairs, maintenance and replacements of the residential community to be made by the Association.

The Board of Directors of the Association shall determine the amount of the assessment annually, but may do so at more frequent intervals should circumstances so require as provided in the By-Laws.

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 one hundred seventy-four dollars (\$174.00) per Lot.

(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 each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.

(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 5% by a vote of two-thirds (2/3) of each class of members who are

voting in person or by proxy, at a meeting duly called for this purpose.

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

(d) Notwithstanding anything to the contrary in this Section 3 or any other section of this Declaration the annual assessment shall be increased by an amount equal to \$ 5.00 per month effective as of a date six months prior to the anticipated date of opening for members use the swimming pool to be constructed by Declarant. Declarant shall advise the Board of Directors of the Association in writing of the anticipated opening date for the swimming pool. Such written notice shall be given at least 210 days prior to the anticipated date of opening.

Section 4. Special Assessments. In addition to the regular assessments authorized by this Article, the Association may levy in any assessment year a special assessment or assessments, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction of a described capital improvement located upon the Common Areas including the necessary fixtures and personal property related thereto, or for such other purposes as the Board of Directors may consider necessary, provided that any such assessment shall have the

assent of the members representing one hundred percent (100%) of the total number of votes eligible to be cast. A special assessment for the purpose of defraying, in whole or in part, the cost of repair or replacement of a capital improvement upon this Common Area shall have the assent of two-thirds (2/3) 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 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of 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 60 days following the preceding meeting.

Section 5. 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 conveyance of the first Lot within the property. 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 of the Association setting forth whether the assessments on a specified Lot

have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

Section 7. Non-Payment of Assessment. Any assessment levied pursuant to this Declaration, or any installment thereof, which is not paid on the date when due shall be delinquent and shall, together with interest thereon and the cost of collection thereof, as hereinafter provided, thereupon become a continuing lien upon the Lot or Lots belonging to the member against whom such assessment is levied and shall bind such Lot or Lots in the hands of the then owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the member to pay such assessment shall, however, remain his personal obligation for the statutory period and a suit to recover a money judgment for non-payment of any assessment levied pursuant to these By-Laws, or any installment thereof, may be maintained without foreclosing or waiving the lien herein and by the aforesaid statute created to secure the same.

Any assessment levied pursuant to this Declaration or any installment thereof, which is not paid within ten (10) days after it is due, may, upon resolution of the Board of Directors, bear interest at a rate not to exceed eight percent (8%) per annum and may, by resolution of the Board of Directors, subject the member obligated to pay the same to

the payment of such penalty or "late charge" as the said Board may fix, and the Association may bring an action at law against the member personally obligated to pay the same, or foreclose the lien against the Lot or Lots then belonging to said member, in either of which events interest, costs and reasonable attorneys' fees charged or incurred by the Association shall become an obligation of the Owner and shall be paid by the Owner.

The Association shall notify the holder of the first mortgage on any Lot for which any assessment levied pursuant to this Declaration becomes delinquent for a period in excess of sixty (60) days and in any other case where the owner of such Lot is in default with respect to the performance of any other obligation hereunder for a period in excess of sixty (60) days.

Section 8. Acceleration of Installments. Upon default in the payment of any one or more monthly installments of any assessment levied pursuant to this Declaration, or any other installment thereof, the entire balance of said assessment may be accelerated at the option of the Board of Directors and be declared due and payable in full.

Section 9. Priority of Lien. The lien established by this Article shall have preference over any other assessments, liens, judgments or charges of whatever nature, except the following:

(a) General and special assessments for real estate taxes on the Lot; and

(b) The liens of any deeds of trust, mortgage instruments or encumbrances duly recorded on the Lot prior to the assessment of the lien thereon or duly recorded on said Lot after receipt of a written statement from the Board of Directors reflecting that payments on said lien were current as of the date of recordation of said deed of trust, mortgage instrument or encumbrance.

Section 13. Subordination and Mortgage Protection.

Notwithstanding any other provisions hereof to the contrary, the lien of any assessment levied pursuant to this Declaration upon any lot in the residential community shall be subordinate to, and shall in no way affect the rights of the holder of any indebtedness secured by any recorded first mortgage (meaning a mortgage with priority over other mortgages) upon such interest made in good faith and for value received, provided, however, that such subordination shall apply only to assessments which have become due and payable prior to a sale or transfer of such Lot pursuant to a decree of foreclosure or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve the purchaser at such sale of the Lot from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment which said lien, if any, claimed shall have the same effect and be enforced in the same manner as provided herein.



No amendment to this Section shall affect the rights of the holder of any such mortgage (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 11. Additional Default. Any recorded first mortgage secured on a Lot in the residential community 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.

#### Article VI

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction upon the property and placed on the dividing line between the Lots shall constitute a party wall and, to the extent not

inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply to each party wall which is built as part of the original construction upon the Lots and any replacement thereof.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule or law regarding liability for negligent or willful acts or omissions.

Section 4. 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 5. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 6. Arbitration. In the event any dispute arises concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators and be binding upon the parties. No legal action with respect to a party wall dispute shall be commenced or maintained unless and until the provisions of the arbitrators have been met. This appointment of arbitrators hereunder shall be made within sixty (60) days after notice by one party to the other party that a dispute exists.

## Article VII

Section 1. Architectural Control Committee. Except for the original construction upon the Lots situate within the Property by the Declarant and any improvements to any Lot or to the common areas accomplished concurrently with said original construction, and except for purposes of proper maintenance and repair or as otherwise in this Declaration provided, it shall be prohibited to install,

erect, attach, apply, paste, hinge, screw, nail, build, alter, remove or construct any lighting, shades, screens, awnings, patio covers, decorations, fences, aerials, antennas, radio or television broadcasting or receiving devices, slabs, sidewalks, curbs, gutters, patios, porches, driveways, walls or to make any change or otherwise alter [including any alteration or color] in any manner whatsoever any portion of the Lot, any portion of the exterior of the unit situated on the Lot or any of the common areas within the residential community until the complete plans and specifications showing the location, nature, shape, height, material, color, type of construction and/or any other proposed form of change [including, without limitation, any other information specified by the Board of Directors or its designated committee] shall have been submitted to and approved in writing as to harmony of external design, color and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by any architectural control committee designated by it. However, notwithstanding anything to the contrary in the preceding sentence or elsewhere in this Declaration or the Association Articles of Incorporation or Bylaws, until such time as Declarant has sold all Lots owned by it or any of its affiliates, the Declarant shall have the right to designate a majority of the individuals who shall serve on the Architectural Control Committee.

In the event the Board of Directors, or its designated committee, fails to approve or disapprove such design and location within sixty (60) days after said plans and specifi-

cations have been submitted to it, such approval shall be deemed automatically granted. Any restriction hereunder may be waived by the Board of Directors in lieu of a Committee.

### Article VIII

Section 1. Residential Use. No Lot shall be used except for private residential purposes except for such non-residential uses as may be permitted by the Zoning laws of Montgomery County, Maryland, from time to time. Nothing in this Section, or hereinelsewhere, shall be construed to prohibit the Declarant from the use of any Lot or Lots which Declarant owns for promotional or display purposes as "models" or from leasing any unit or units which Declarant owns except that Declarant shall nevertheless be bound by the provisions of Section 2 of this Article.

Section 2. Residential Use; Rentals. No Lot or residence shall be used for any purpose other than single-family residential purposes. No gainful occupation, profession, trade or other non-residential use shall be conducted on any such Residential Area, provided, however, that nothing in this Declaration shall prevent the rental of property within a Residential Area by the Owner thereof for residential purposes, subject to all the provisions of the Declaration and Bylaws and Rules of the Association.

Section 3. Prohibited Uses and Nuisances.

(a) No noxious or offensive trade or activity shall be carried on within the residential community or upon any Lot situate thereon, nor shall anything be done therein or thereon which may be or become an annoyance to the neighborhood or the other owners.

(b) There shall be no obstruction of any common areas. Nothing shall be stored upon any common areas [excepting those areas designated for storage of personal property by the owners of the Lots] without the approval of the Association's Board of Directors. Vehicular parking upon the common areas may be regulated by the Association's Board of Directors. Parking spaces upon the common areas (not to exceed two parking spaces per Lot) may be assigned by the Association's Board of Directors for use by the owner of a particular Lot.

(c) Nothing shall be done or maintained upon any Lot or upon any common areas which will increase the rate of insurance on any Lot or common areas, or result in the cancellation thereof, without the prior written approval of the Board of Directors. Nothing shall be done or maintained upon any Lot or upon common areas which would be in violation of any law. No waste shall be committed upon any common areas.

(d) No structural alteration, construction, addition or removal of any Lot or common areas shall be commenced or conducted except in strict accordance with the provisions of this Declaration.

(e) The maintenance, keeping, breeding, boarding and/or raising of animals, livestock, or poultry of any kind, regardless of number, shall be and is hereby prohibited upon any Lot or upon any common areas, except that this shall not prohibit the keeping of a dog, cat and/or caged birds as domestic pets provided that they are not kept or maintained for commercial purposes or for breeding and that they are not kept or maintained to the detriment of the health, safety and welfare of the residential community.

(f) Except for such signs as may be posted by the Declarant for promotional or marketing purposes, no signs of any character shall be erected, posted or displayed upon, in, from or about any Lot or common areas without the prior consent in writing of the Board of Directors and under such conditions as they may establish.

(g) Except as hereinelsewhere provided, no junk vehicle or other vehicle on which current registration plates are not displayed, trailer, truck, camper, camp truck, house trailer, boat or the like shall be kept upon any of the common areas. No vehicle of any type shall be parked on any

parking space for the purpose of making any kind of repairs, other than routine maintenance work (e.g. engine oil change, waxing, minor engine tune-up).

(h) No part of the common areas shall be used for commercial activities of any character. This subsection shall not apply to the use of Lots by the Declarant for display, marketing, promotional or sales purposes nor to professional offices.

(i) No burning of any trash and no unreasonable or unsightly accumulation or storage of litter, new or used building materials, or trash of any other kind shall be permitted upon any Lot or upon any common areas. Each Owner shall be responsible for the regular pickup and removal of his trash and garbage and trash and garbage containers shall not be permitted to remain in public view except as required to accommodate pickup and removal.

(j) No structure of a temporary character, trailer tent, shack or other outbuilding shall be maintained upon any common areas at any time. Outdoor clothes dryers or clothes lines shall not be maintained upon any common areas at any time. Nothing shall be hung on any railing.

(k) No outside television or radio aerial or antenna, or other aerial or antenna, for reception or transmission, shall be maintained upon any Lot or upon any common



areas without the prior written consent of the Board of Directors.

(l) There shall be no violation of any rules for the use of the common areas, or other "house rules" which may from time to time be adopted by the Board of Directors and promulgated among the membership by them in writing, and the Board of Directors is hereby and elsewhere in these By-Laws authorized to adopt such rules.

(m) Every Owner of a Lot shall maintain in full force and effect fire and extended insurance coverage on all Improvements existing on any Lot owned by him. The insurance coverage shall be in a face amount equal to at least eighty percent (80%) of the replacement value of such Improvements determined as of the effective date of the policy. Each Owner, or his representative, shall furnish to the Association, not later than thirty (30) days after the effective date or renewal date of any such insurance policy a written statement prepared and signed by the insurer acknowledging the amount of coverage in force and stipulating that all necessary premiums have been paid for the period of coverage set forth in the statement. Each Owner shall further advise his insurer to furnish the Association with a copy of any Notice of Termination of Coverage forwarded to the insured. This Section shall apply to each Owner, irrespective of whether or not he occupies the Improvements on any Lot(s) owned by him.

(n) Every Lot Owner shall be responsible for the maintenance and repair of the water and sewer lines serving the Owner's townhome. The Owner's responsibility will be limited to that portion of such lines extending from the point of connection with trunk lines installed by the Washington Suburban Sanitation Commission and running to the Owner's townhome. In the event such lines cross any part of the Common Area the Owner shall have an easement onto the Common Area for the purpose of maintenance, repair or replacement of water or sewer lines serving the Owner's townhome and immediately after the completion of such maintenance, repair or replacement the Owner shall place the common area disturbed by such activity in the same condition as he found it prior to undertaking the activity. This Section shall apply to each Owner, irrespective of whether or not he occupies the Improvements on any Lot(s) owned by him.

(o) Except for maintenance requirements herein imposed upon the Association, if any, the owner of any Lot shall, at his own expense, maintain his Lot including the interior and the exterior of any improvements on his Lot, and any and all equipment and fixtures therein situate, and its other appurtenances, in good order, condition and repair, and in a clean and sanitary condition, and shall do all redecorating, painting and the like which may at any time

be necessary to maintain the good appearance of his Lot and appurtenances. In the event any Owner shall permit his Lot or any Improvement thereon owned by him to fall into disrepair so as to create a dangerous, unsafe, unsightly or unattractive condition, the Association, upon thirty (30) days' prior written notice to such Owner, shall have the right to correct such condition and to enter upon such Owner's property for the purpose of doing so, and such Owner shall promptly reimburse the Association for the cost thereof. Such cost shall be a separate Assessment and shall create a lien enforceable in the same manner as other Assessments as set forth in Article V above.

None of the above restrictions shall be applicable to the Declarant during construction, or any phase thereof, of the WILLIAMSBURG SQUARE residential community.

Article IX

Section 1. Easements for Utilities and Related Purposes. The Association is authorized and empowered to grant (and shall from time to time grant) such licenses, easements and/or rights-of-way for sewer lines, water lines, electrical cables, telephone cables, television and other communication cables, internal and external wiring and antennae, gas lines,

storm drains, underground conduits and/or such other purposes related to the provision of public utilities and other common services to the residential community as may be considered necessary, appropriate or desirable by the Board of Directors for the orderly maintenance, preservation and enjoyment of the common areas or for the preservation of the health, safety, convenience and/or welfare of the owners of the Lots and the Declarant. In addition, the Association shall grant easements to Owner's for the purpose of maintenance, repair and replacement of water and sewer lines (see Section VIII (3) (n)) which cross the Common Area.

Section 2. General Easement. The Declarant, so long as he shall retain record title to any Lot or the Common Areas, and the Association, reserve the right and easement to the use of the Common Areas and any Lot or any portion thereof, as may be needed for repair, maintenance, or construction on such Lot or any other Lot or the Common Areas.

Section 3. Easements for Encroachments. If any portion of a Lot Improvement encroaches upon the Common area, or upon an adjoining Lot, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. If any portion of the Common Area encroaches upon a Lot a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does

exist. Such encroachments and easements shall not be considered or determined to be encumbrances either on the Common Area or the Lot.

Section 4. Easement for Additional Common Area.

(i) Declarant expressly reserves the right to enlarge this project in accordance with the provisions of Article II. Such addition(s) to this project shall be expressed in and by a duly recorded supplement to this Declaration and supplemental subdivision map, as may be required.

(ii) Each Owner of a Lot subject to this Declaration shall have a non-exclusive easement in common with all other Owners in the project for the use of all of the Common Area in the project.

Article X

Section 1. Duration and Amendment.

The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, until December 31, 1995, unless otherwise expressly limited herein, after which time said covenants shall be automatically extended for successive

periods of ten years each unless an instrument signed by the then Owners of ninety percent (90%) of the Lots has been recorded, agreeing to change said covenants and restrictions in whole or in part. Provided, however, that no such agreement to change shall be effective unless made and recorded two years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every Owner at least ninety days in advance of any action taken. Unless specifically prohibited herein, Articles I through IX of this Declaration may be amended by an instrument signed by Owners holding not less than seventy-five percent (75%) of the votes of the membership at any time. Any amendment must be properly recorded to be effective.

Notwithstanding anything herein contained to the contrary, the Declarant reserves the right for a period of two years from the date hereof to unilaterally amend this Declaration in whole or in part to conform this Declaration to the requirements of any governmental agency, Federal, State or local, and for the requirements of any mortgage lender.

Section 2. Notices. Any notice required to be sent to any Member under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member on the records of the Association at the time of such mailing.

Section 3. Enforcement. The Declarant, the Association, or any Member, shall have the right to enforce these covenants and restrictions by any proceeding at law or in equity, against any person or persons violating or attempting to violate any covenant or restriction, to restrain violations, to require specific performance and/or to recover damages; and against the land to enforce any lien created by these covenants; and failure by the Association or any Member to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The expense of enforcement by the Association shall be chargeable to the Owner of the Lot violating these covenants and restrictions and shall constitute a lien on the Lot, collectible in the same manner as assessments hereunder.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect the validity of any other provisions, which shall remain in full force and effect.

Section 5. Waiver. No restriction, condition, obligation or provision of this Declaration shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.

Section 6. Gender, etc. Whenever in this Declaration the context so requires, the singular number shall include

the plural and the converse; and the use of any gender shall be deemed to include all genders.

Section 7. Conflicts. This Declaration is subject to all applicable provisions of the Annotated Code of Maryland. In the event of any conflict between this Declaration and any applicable provision of the Annotated Code of Maryland, the provisions of the statute shall control.

Section 8. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, the undersigned being the Declarant herein, has caused its seal to be hereunto affixed and these presents to be signed by its officer thereunto duly authorized the day and year first above written.

PULTE HOME CORPORATION

By: 

Attorney-in-fact, Rodger L. Schmidt; Attorney-in-fact, John L. Payne

MIDLANTIC NATIONAL BANK

WITNESSES:

By: 

Secretary

President

RAF



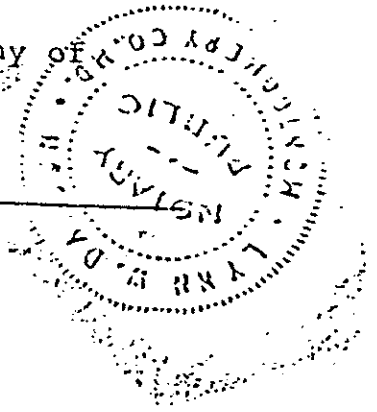
STATE OF MICHIGAN  
COUNTY OF MONTCALM  
TO WIT:

I hereby certify that on this 2nd day of February, 1976, before the subscriber Lynda W. Dawson, a Notary Public, personally appeared James L. Smith and Elizabeth J. Smith whose names as attorney-in-fact and attorney-in-fact respectively, of PULTE HOME CORPORATION, are signed to the foregoing DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, and on behalf of the said corporation did acknowledge the foregoing instrument to be the act and deed of the Corporation.

WITNESS my hand and official seal this 2nd day of February, 1976.

MY COMMISSION EXPIRES JULY 1, 1978

Lynda W. Dawson  
NOTARY PUBLIC  
LYNDA W. DAWSON



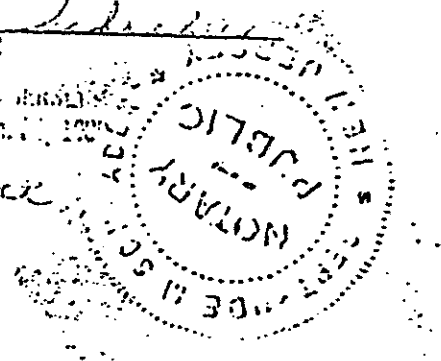
STATE OF MASSACHUSETTS  
COUNTY OF ESSEX  
TO WIT:

I hereby certify that on this 3rd day of January, 1976, before the subscriber Gertrude M. Schindler, a Notary Public, personally appeared George A. Schindler and Elizabeth J. Schindler whose names as President and Secretary, respectively, of MIDLANTIC NATIONAL BANK, are signed to the foregoing DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, and on behalf of the said corporation did acknowledge the foregoing instrument to be the act and deed of the Corporation.

WITNESS my hand and official seal this 3rd day of January, 1976.

Gertrude M. Schindler  
NOTARY PUBLIC  
My Commission Expires Jan. 1, 1978

GERTRUDE M. SCHINDLER





Being a part of Block "C" as shown on the plat of subdivision entitled, "Plat of Correction, Section One, Pleasant Fields", and recorded among the Land Records of Montgomery County, Maryland in Plat Book 96 as Plat No. 1064, and also being all of that parcel of land designated as Common Area, Parcel "A", Block "C", as shown on said plat, said Block "C" having been obtained by Midlantic National Bank from American Housing Guild - Maryland, Inc. by deed dated September 18, 1975 and recorded among said Land Records in Liber 4700 at Folio 711.

Beginning for the same at a point on the westerly right of way line of Metz Drive 70.00 feet wide and as shown on the aforesaid plat, said point also being at the end of the 56.08 foot arc line, designated as curve no. 7 and as shown on said plat, running thence reversely with and along said right of way line of Metz Drive and with and along the outlines of said Block C, the five (5) following courses and distances

1. 56.08 feet along the arc of a curve deflecting to the left having a radius of 193.70 feet and a chord bearing South 39°04'47" East, 55.23 feet to a point
2. South 47°09'55" East, 150.29 feet to a point
3. 336.45 feet along the arc of a curve deflecting to the right having a radius of 215.00 feet and a chord bearing South 06°19'58" East, 231.15 feet to a point
4. South 34°30'00" West, 45.80 feet to a point and
5. 40.59 feet along the arc of a curve deflecting to the right having a radius of 315.00 feet and a chord bearing South 38°11'23" West, 40.55 feet to a point, thence leaving said Metz Drive and running with and along the outlines of said Block "C", the four (4) following courses and distances
6. South 77°24'00" West, 57.33 feet to a point
7. North 18°17'00" West, 144.62 feet to a point
8. North 34°13'00" West, 326.67 feet to a point and
9. North 58°53'43" East, 197.73 feet to the point of beginning.

Subject to the slope and drainage easement as shown on the plat of subdivision entitled, "Pleasant Fields," and recorded among the aforesaid Land Records in Plat Book 80 as Plat No. 8236.

Subject also to the fifteen (15) and thirty (30) feet wide Storm Drain Easements as shown on the aforesaid plat of subdivision entitled, "Section One, Pleasant Fields."

Subject also to the rights of the Washington Suburban Sanitary Commission for the construction, reconstruction, maintenance and operation of water mains and sanitary sewers, as described in the Owner's Dedication as shown on the aforesaid plat of subdivision entitled, "Section One, Pleasant Fields."

Subject also to the twenty-five (25) feet wide grading easement as described in the Owner's Dedication as shown on the aforesaid plat of subdivision entitled, "Section One, Pleasant Fields."

Subject also to the ten (10) feet wide perpetual easement and right of way grant to the Potomac Electric Power Company and The Chesapeake and Potomac Telephone Company of Maryland from American Housing Guild - Maryland, Inc., by deed dated January 17, 1974, and recorded among the aforesaid Land Records in Liber 4487 at Folio 719.

Being a part of Parcel A, as shown on the plat of subdivision entitled, "Pleasant Fields" and recorded among the Land Records of Montgomery County, Maryland in Plat Book 96 as Plat No. 10644, said Parcel A having been obtained by Midlantic National Bank from American Housing Guild--Maryland, Inc., by deed dated September 18, 1975 and recorded among the aforesaid Land Records in Liber 4700 at Folio 711.

Beginning for the same at a point in the southeasterly right of way line of Kitzbuhel Lane, 27.34 feet wide and as shown on the aforesaid plat, said point also being at the end of the South  $42^{\circ}50'05''$  West, 40.73 foot line as shown on the aforesaid plat, running thence reversely with and along a part of said right of way line of Kitzbuhel Lane, the two (2) following courses and distances

1. North  $42^{\circ}50'05''$  East, 40.73 feet to a point and
2. 153.33 feet along the arc of a curve deflecting to the right having a radius of 167.23 feet and a chord bearing of North  $70^{\circ}48'57''$  East, 155.92 feet to a point, thence running through the aforesaid Parcel A, the three (3) following courses and distances
3. South  $05^{\circ}47'41''$  West, 25.33 feet to a point
4. 34.97 feet along the arc of a curve deflecting to the left having a radius of 141.53 feet and a chord bearing of North  $88^{\circ}15'53''$  West, 34.88 feet to a point and
5. South  $15^{\circ}12'05''$  West, 2.52 feet to a point at the northwesterly corner of Lot 190, Block D as shown on the aforesaid plat, thence reversely with a part of the outlines of said Lot 190, the two (2) following courses and distances
6. South  $15^{\circ}10'05''$  West, 70.67 feet to a point and
7. South  $74^{\circ}47'55''$  East, 28.00 feet to a point, thence running through said Parcel A, the two (2) following courses and distances
8. South  $74^{\circ}47'55''$  East, 19.12 feet to a point and
9. South  $19^{\circ}55'35''$  East, 72.60 feet to a point in the westerly lot line of Lot 191, Block D as shown on said plat, thence reversely with and along a part of said lot line
10. South  $23^{\circ}43'42''$  West, 23.69 feet to a point, thence
11. South  $02^{\circ}20'22''$  East, 15.63 Feet to a point, Thence
12. South  $01^{\circ}10'49''$  West, 23.72 Feet to a point on the northerly right of way line of Mont Blanc Court, 27.34 feet wide and as shown on the aforesaid plat, thence reversely with and along a part of said right of way line of Mont Blanc Court, the two (2) following courses and distances
13. 37.75 feet along the arc of a curve deflecting to the left having a radius of 113.67 feet and a chord bearing South  $81^{\circ}39'55''$  West, 37.58 feet to a point and
14. South  $72^{\circ}09'00''$  West, 15.99 feet to a point, thence
15. North  $65^{\circ}25'58''$  West, 33.08 feet to a point on the northeasterly right of way line of Metz Drive, 70.00 wide and as shown on the aforesaid plat, thence reversely with and along a part of said right of way line of Metz Drive, the two (2) following courses and distances
16. 110.13 feet along the arc of a curve deflecting to the left having a radius of 285.00 feet and a chord bearing of North  $36^{\circ}05'26''$  West, 109.49 feet to a point and
17. North  $47^{\circ}09'55''$  West, 42.24 feet to a point thence
18. North  $02^{\circ}09'55''$  West, 35.36 feet to the point of beginning.

# KITZBUHEL

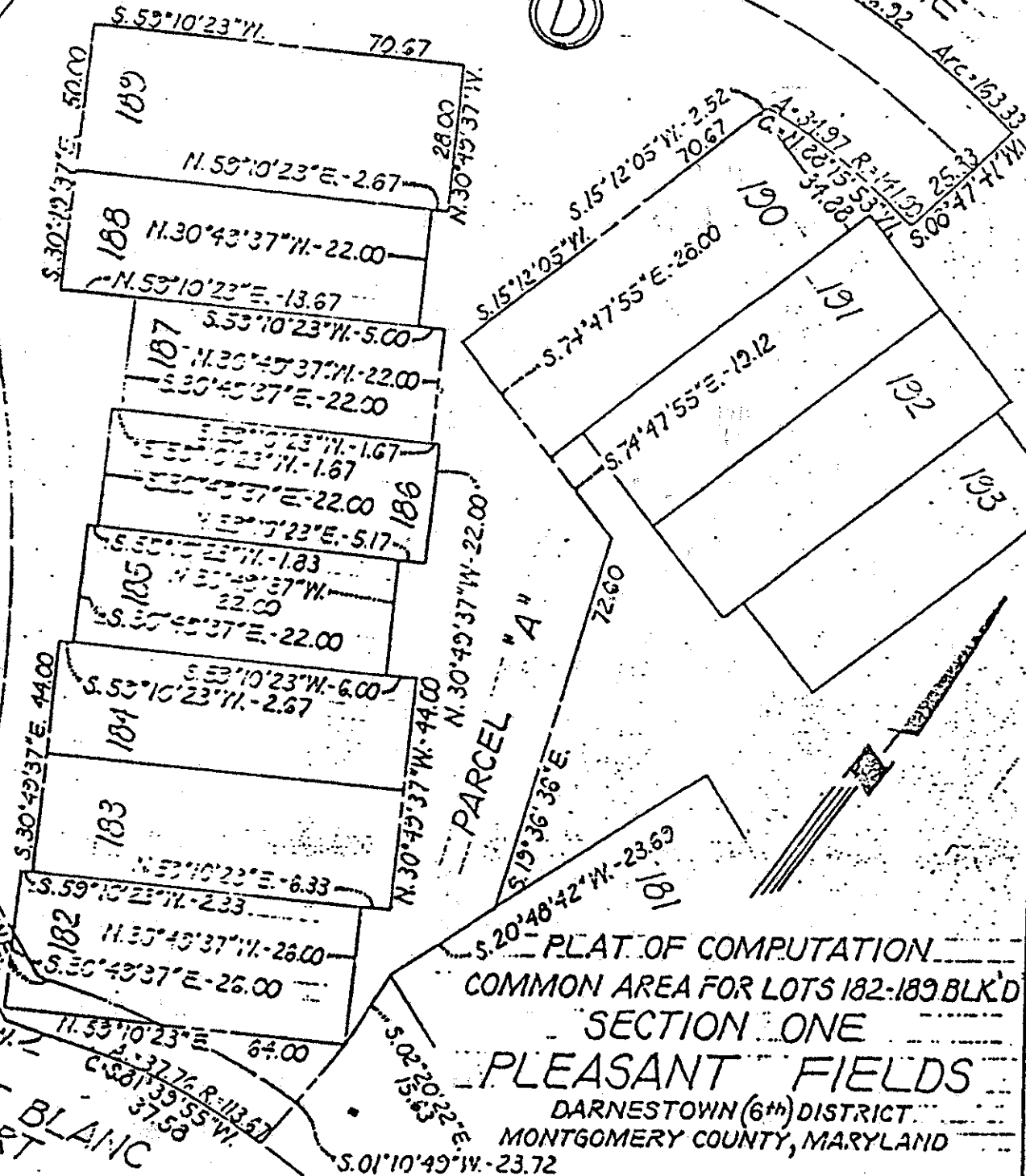
Point of Beginning  
N.42°50'55"E.  
40.73

Radius = 157.23

27.34' R/W  
Chord Bearing = N.70°48'57"E - 156.22

10' P.W.E.

LANE



PLAT OF COMPUTATION  
COMMON AREA FOR LOTS 182-189 BLK'D  
SECTION ONE  
PLEASANT FIELDS  
DARNESTOWN (6th) DISTRICT  
MONTGOMERY COUNTY, MARYLAND

10' Perpetual Easement of R/W L. (40) (7) (19)  
N.110.10 R. 511.10 C=N.53°10'23"W - 40.73  
METZ ROAD  
MONT BLANC COURT

HNSCH, McCORDIC & THOMPSON, P.A.  
ENGINEERS • PLANNERS • SURVEYORS  
1620 Elton Road  
Silver Spring, Maryland 20903

Drawn by D.R.K.	Scale 1"=30'	Date Oct. 27, 1975
Checked by P.P.K.	Job No.	File No.
Approved by P.P.K.	1-187-07	1-137-07-M

EXHIBIT "A" PAGE 3 Common Area Above 15,848<sup>sq</sup>

Being a part of Parcel A, Block D, as shown on the plat subdivision entitled, "Pleasant Fields" and recorded among the Land Records of Montgomery County, Maryland in Plat Book 96 as Plat No. 10644, said Parcel A having been obtained by Midlantic National Bank from American Housing Guild--Maryland, Inc., by deed dated September 18, 1975 and recorded among the aforesaid Land Records in Liber 4700 at Folio 711.

Beginning for the same at a point on the southeasterly right of way line of Mont Blanc Court, as shown on the aforesaid plat, said point also being in the 242.61 foot arc line, designate as Curve No. 23 and as shown on the aforesaid plat, 55.25 feet from the southwesterly end thereof, running thence reversely with and along a part of said right of way line of Mont Blanc Court.

1. 43.93 feet along the arc of a curve deflecting to the left having a radius of 45.67 feet and a chord bearing of North 72°59'11" East, 45.62 feet to a point, thence
2. South 69°11'18" East, 10.84 feet to a point at the southwesterly corner of Lot 147, Block D as shown on said plat, thence reversely with and along the southwesterly line of said Lot 147, Block D
3. South 69°11'18" East, 70.67 feet to a point, thence
4. South 75°59'06" East, 61.43 feet to a point at the northwesterly corner of Lot 30, Block D as shown on said plat, thence reversely with and along the northwesterly and a part of the southwesterly outlines of said Lot 30, Block D, the two (2) following courses and distances
5. South 23°55'23" West, 70.67 feet to a point and
6. South 69°04'32" East, 18.14 feet to a point, thence
7. South 20°51'16" West, 75.52 feet to a point at the northeasterly corner of Lot 34, Block D as shown on said plat, thence reversely with and along a part of the outlines of Lots 34 thru 31, inclusive, Block D as shown on said plat, the six (6) following courses and distances
8. North 69°03'11" West, 28.00 feet to a point
9. South 20°51'16" West, 3.84 feet to a point
10. North 69°03'11" West, 44.00 feet to a point
11. North 20°51'16" East, 4.67 feet to a point
12. North 69°03'11" West, 26.00 feet to a point and
13. South 20°51'16" West, 28.51 feet to a point, thence
14. North 69°03'11" West, 20.00 feet to a point at the northeasterly corner of Lot 63, Block D, as shown on said plat, thence reversely with and along the northeasterly lot line of said Lot 63, Block D and the northwesterly extension thereof,
15. North 69°03'11" West, 79.25 feet to a point and
16. North 20°43'12" East, 138.89 feet to the point of beginning; containing 28843.09 square feet or 0.6622 acre.

Subject to the ten (10) foot wide Public Works Easements (P.W.E.) as shown on the aforesaid plat.

Subject also to the rights of the Washington Suburban Sanitary Commission for the construction, reconstruction, maintenance and operation of water mains and sanitary sewers as granted in the Owner's Dedication as shown on the aforesaid plat.

Subject also to the ten (10) foot wide Perpetual Easement and right of way granted by American Housing Guild--Maryland, Inc. to Potomac Electric Power Company and The Chesapeake and Potomac Telephone Company of Maryland, by deed dated January 17, 1974 and recorded among the aforesaid Land Records in Liber 4487 at Folio 719.

SECTION ONE  
 PLEASANT FIELDS  
 DARNESTOWN (6th) DISTRICT  
 MONTGOMERY COUNTY, MARYLAND

MONT BLANC  
 COURT

242.61 Arc Line  
 Curve No. 23

Point of Beginning

CURB

FARCEL 'A' BLOCK 'D'

POOL SITE

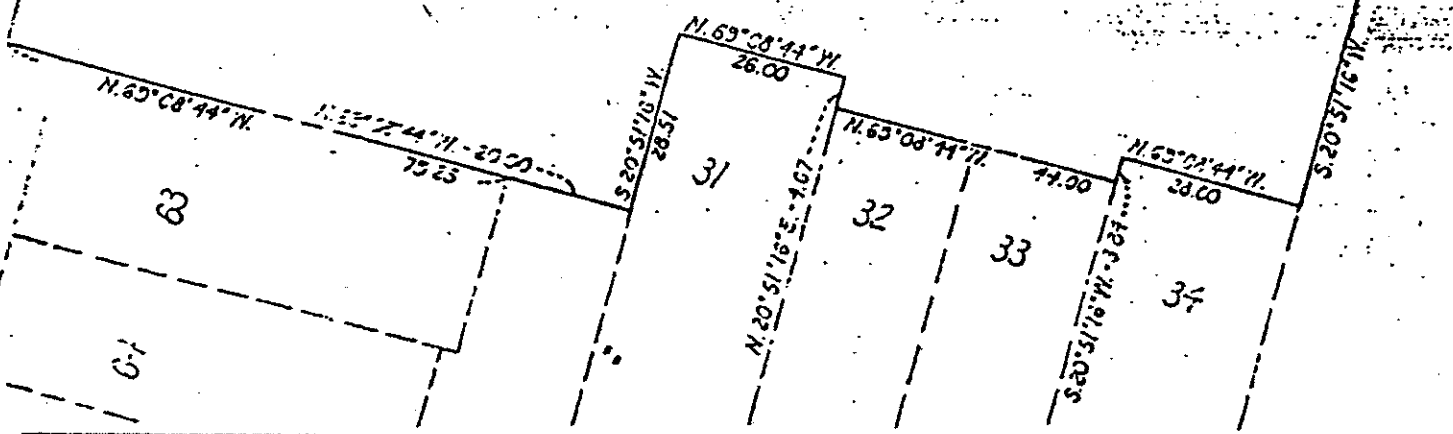
28,843.09 sq

OR

0.6622 Acre

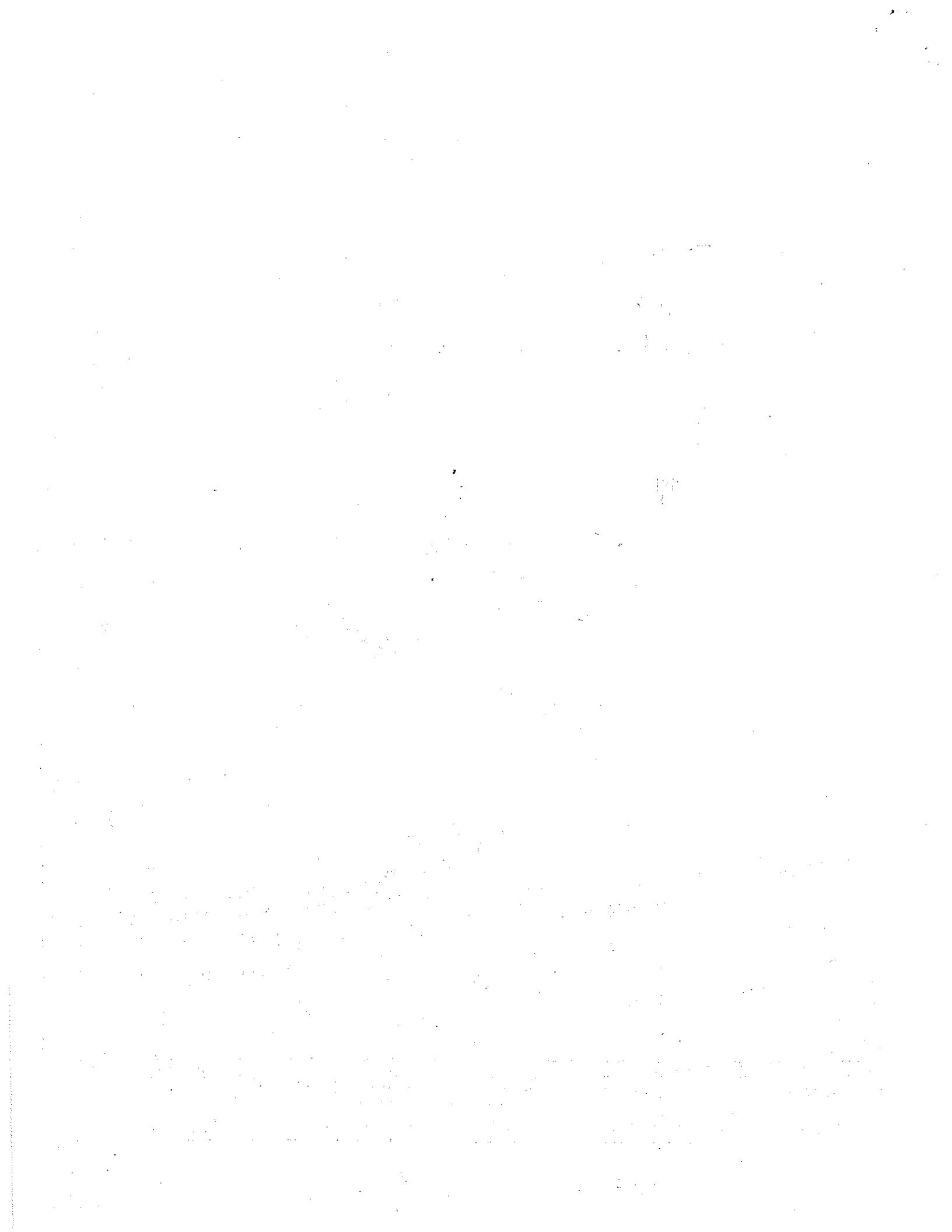
'PLEASANT FIELDS'  
 PLAT BOOK 36

30  
 N. 82° 55' 02" S  
 18.4



W. W. McCORDIC & THOMPSON, P.A.  
 ENGINEERS • PLANNERS • SURVEYORS  
 1620 Elton Road  
 Silver Spring, Maryland 20903

Drawn by D.R.K.	Scale 1"=30'	Date Oct. 29, 1975
Checked by P.P.K.	Job No. 1-187-07.1	File No. 1-187-07.1-M
Approved by P.P.K.		





All of that property as shown on a plat of subdivision entitled "Section Two (Parcel 'B' and lots 129 thru 256 Block 'A' (a resubdivision of Parcel 'A' and lots 1 thru 128 Block 'A')) Pleasant Fields" and recorded among the Land Records of Montgomery County, Maryland, in Plat Book 95 at Plat 10542, and,

All of that property as shown on a plat of subdivision entitled "Section One Pleasant Fields" as recorded among the Land Records of Montgomery County, Maryland, in Plat Book 96 at Plat 10644, except:

Beginning for the same at a point on the westerly right of way line of Metz Drive 70.00 feet wide and as shown of the aforesaid plat, said point also being at the end of the 56.08 foot arc line, designated as curve no. 7 and as shown on said plat, running thence reversely with and along said right of way line of Metz Drive and with and along the outlines of said Block B, the five (5) following courses and distances

1. 55.08 feet along the arc of a curve deflecting to the left having a radius of 188.70 feet and a chord bearing South 39°04'47" East, 55.23 feet to a point
2. South 47°09'55" East, 150.28 feet to a point
3. 208.45 feet along the arc of a curve deflecting to the right having a radius of 315.00 feet and a chord bearing South 06°19'58" East, 281.15 feet to a point
4. South 34°00'00" East, 45.80 feet to a point and
5. 40.59 feet along the arc of a curve deflecting to the right having a radius of 315.00 feet and a chord bearing South 38°11'22" West, 40.55 feet to a point, thence leaving said Metz Drive and running with and along the outlines of said Block "C", the four (4) following courses and distances.
  6. South 77°24'07" West, 67.38 feet to a point
  7. North 18°17'09" West, 144.62 feet to a point
  8. North 34°13'29" West, 326.67 feet to a point and
  9. North 58°55'45" East, 197.73 feet to the point of beginning.

Beginning for the same at a point in the southeasterly right of way line of Kitzbuhel Lane, 27.34 feet wide and as shown on the aforesaid plat, said point also being at the end of the South 42°50'05" West, 40.73 foot line as shown on the aforesaid plat, running thence reversely with and along a part of said right of way line of Kitzbuhel Lane, the two (2) following courses and distances

1. North 42°50'05" East, 40.73 feet to a point and
2. 153.33 feet along the arc of a curve deflecting to the right having a radius of 157.23 feet and a chord bearing of North 70°48'57" East, 156.92 feet to a point, thence running through the aforesaid Parcel A, the three (3) following courses and distances
  3. South 03°47'41" West, 25.33 feet to a point
  4. 34.97 feet along the arc of a curve deflecting to the left having a radius of 141.90 feet and a chord bearing of North 88°15'53" West, 34.85 feet to a point and
  5. South 16°12'05" West, 2.52 feet to a point at the northwesterly corner of Lot 190, Block D as shown on the aforesaid plat, thence reversely with a part of the outlines of said Lot 190, the two (2) following courses and distances
    6. South 16°12'05" West, 70.67 feet to a point and

7. South  $74^{\circ}47'55''$  East, 19.12 feet to a point and
8. South  $19^{\circ}36'36''$  East, 72.60 feet to a point in the westerly lot line of Lot 181, Block D as shown on said plat, thence reversely with and along a part of said lot line.
9. South  $20^{\circ}48'42''$  West, 23.69 feet to a point, thence
10. South  $02^{\circ}20'22''$  East, 15.63 Feet to a point, Thence
11. South  $01^{\circ}10'49''$  West, 23.72 Feet to a point on the northerly right of way line of Mont Blanc Court, 27.34 feet wide and as shown on the aforesaid plat, thence reversely with and along a part of said right of way line of Mont Blanc Court, the two (2) following courses and distances
12. 37.75 feet along the arc of a curve deflecting to the left having a radius of 113.67 feet and a chord bearing South  $81^{\circ}39'55''$  West, 37.53 feet to a point and
13. South  $72^{\circ}09'00''$  West, 15.99 feet to a point, thence
14. North  $65^{\circ}25'53''$  West, 33.08 feet to a point on the northeasterly right of way line of Metz drive, 70.00 wide and as shown on the aforesaid plat, thence reversely with and along a part of said right of way line of Metz Drive, the two (2) following courses and distances
15. 110.13 feet along the arc of a curve deflecting to the left having a radius of 335.00 feet and a chord bearing of North  $36^{\circ}05'26''$  West, 113.43 feet to a point and
16. North  $47^{\circ}13'55''$  West, 42.24 feet to a point thence
17. North  $02^{\circ}09'55''$  West, 35.36 feet to the point of beginning.

Beginning for the same at a point on the southeasterly right of way line of Mont Blanc Court, as shown on the aforesaid plat, said point also being in the 242.61 foot arc line, designate as Curve No. 23 and as shown on the aforesaid plat, 55.25 feet from the southwesterly end thereof, running thence reversely with and along a part of said right of way line of Mont Blanc Court.

1. 48.93 feet along the arc of a curve deflecting to the left having a radius of 45.67 feet and a chord bearing of North  $72^{\circ}59'11''$  East, 46.62 feet to a point, thence
2. South  $69^{\circ}11'13''$  East, 10.84 feet to a point at the southwesterly corner of Lot 147, Block D as shown on said plat, thence reversely with and along the southwesterly line of said Lot 147, Block D
3. South  $69^{\circ}11'13''$  East, 70.67 feet to a point, thence
4. South  $75^{\circ}33'05''$  East, 61.43 feet to a point at the northwesterly corner of Lot 33, Block D as shown on said plat, thence reversely with and along the northwesterly and a part of the southwesterly outlines of said Lot 33, Block D, the two (2) following courses and distances
5. South  $20^{\circ}53'23''$  West, 70.67 feet to a point and
6. South  $65^{\circ}04'32''$  East, 18.14 feet to a point, thence
7. South  $20^{\circ}51'16''$  West, 76.52 feet to a point at the northeasterly corner of Lot 34, Block D as shown on said plat, thence reversely with and along a part of the outlines of Lots 34 thru 31, inclusive, Block D as shown on said plat, the six (6) following courses and distances.

EXHIBIT "C"  
(Page 1 of 4)

Being all of that parcel of land designated as Common Area, Parcel "A" Block "C" as shown on the plat of subdivision entitled, Plat of Correction, Section One, Pleasant Fields," and recorded among the Land Records of Montgomery County, Maryland, in Plat Book 96 as Plat No. 10644, containing 53,546 square feet or 1.3441 acres of land.

Subject to the slope and drainage easement as shown on the plat of subdivision entitled, "Pleasant Fields," and recorded among the aforesaid Land Records in Plat Book 80 as Plat No. 8236.

Subject also to the fifteen (15) and thirty (30) feet wide Storm Drain Easements as shown on the aforesaid plat of subdivision entitled, "Section One, Pleasant Fields."

Subject also to the rights of the Washington Suburban Sanitary Commission for the construction, reconstruction, maintenance and operation of water mains and sanitary sewers, as described in the Owner's Dedication as shown on the aforesaid plat of subdivision entitled, "Section One, Pleasant Fields."

Subject also to the twenty-five (25) feet wide grading easement as described in the Owner's Dedication as shown on the aforesaid plat of subdivision entitled, "Section One, Pleasant Fields."

Subject also to the ten (10) feet wide perpetual easement and right of way grant to the Potomac Electric Power Company and The Chesapeake and Potomac Telephone Company of Maryland from American Housing Guild-Maryland, Inc., by deed dated January 17, 1974, and recorded among the aforesaid Land Records in Liber 4457 at Folio 719.

Subject also to the Storm Drain Easement and Right of Way granted to Montgomery County, Maryland, from American Housing Guild-Maryland, Inc., by deed dated July 2, 1974, and recorded among the aforesaid Land Records in Liber 4557 at Folio 268; and

Being a part of Parcel A, as shown on the plat of subdivision entitled, "Pleasant Fields" and recorded among the Land Records of Montgomery County, Maryland in Plat Book 96 as Plat No. 10644, said Parcel A having been obtained by Midlantic National Bank from American Housing Guild--Maryland, Inc., by deed dated September 18, 1975 and recorded among the aforesaid Land Records in Liber 4700 at Folio 711.

Beginning for the same at a point in the southeasterly right of way line of Kitzbuhel Lane, 27.34 feet wide and as shown on the aforesaid plat, said point also being at the end of the South 42°50'05" West, 40.73 foot line as shown on the aforesaid plat, running thence reversely with and along a part of said right of way line of Kitzbuhel Lane, the two (2) following

8. North  $69^{\circ}08'44''$  West, 23.00 feet to a point
9. South  $20^{\circ}51'16''$  West, 3.84 feet to a point
10. North  $69^{\circ}08'44''$  West, 44.00 feet to a point
11. North  $20^{\circ}51'16''$  East, 4.67 feet to a point
12. North  $69^{\circ}08'44''$  West, 25.00 feet to a point and
13. South  $20^{\circ}51'16''$  West, 23.51 feet to a point, thence
14. North  $69^{\circ}08'44''$  West, 20.00 feet to a point at the northeasterly corner of Lot 63, Block D, as shown on said plat, thence reversely with

and along the northeasterly lot line of said Lot 63, Block D and the northwesterly extension thereof,

15. North  $69^{\circ}08'44''$  West, 79.25 feet to a point and
16. North  $20^{\circ}43'42''$  East, 133.89 feet to the point of beginning; containing 23243.69 square feet or 0.6622 acre.

1. North  $42^{\circ}50'05''$  East, 40.73 feet to a point and
2. 163.33 feet along the arc of a curve deflecting to the right having a radius of 167.23 feet and a chord bearing of North  $70^{\circ}48'57''$  East, 156.92 feet to a point, thence running through the aforesaid Parcel A, the three (3) following courses and distances
3. South  $03^{\circ}47'41''$  West, 25.33 feet to a point
4. 34.97 feet along the arc of a curve deflecting to the left having a radius of 141.90 feet and a chord bearing of North  $88^{\circ}15'53''$  West, 34.88 feet to a point and
5. South  $15^{\circ}12'05''$  West, 2.52 feet to a point at the northwesterly corner of Lot 190, Block D as shown on the aforesaid plat, thence reversely with a part of the outlines of said Lot 190, the two (2) following courses and distances
6. South  $15^{\circ}12'05''$  West, 70.67 feet to a point and
7. South  $74^{\circ}47'55''$  East, 28.00 feet to a point, thence running through said Parcel A, the two (2) following courses and distances
8. South  $74^{\circ}47'55''$  East, 19.12 feet to a point and
9. South  $10^{\circ}36'36''$  East, 72.60 feet to a point in the westerly lot line of Lot 181, Block D as shown on said plat, thence reversely with and along a part of said lot line
10. South  $23^{\circ}48'42''$  West, 23.69 feet to a point, thence
11. South  $02^{\circ}20'22''$  East, 15.63 feet to a point, thence reversely with and along the outlines of Lots 182 through 189, inclusive, Block D as shown on said plat, the twenty-six (26) following courses and distances
12. North  $30^{\circ}49'37''$  West, 26.00 feet to a point
13. North  $59^{\circ}10'23''$  East, 5.33 feet to a point
14. North  $30^{\circ}49'37''$  West, 44.00 feet to a point
15. South  $59^{\circ}10'23''$  West, 6.00 feet to a point
16. North  $30^{\circ}49'37''$  West, 22.00 feet to a point
17. North  $59^{\circ}10'23''$  East, 5.17 feet to a point
18. North  $30^{\circ}49'37''$  West, 22.00 feet to a point
19. South  $59^{\circ}10'23''$  West, 1.67 feet to a point
20. North  $30^{\circ}49'37''$  West, 22.00 feet to a point
21. South  $59^{\circ}10'23''$  West, 5.00 feet to a point
22. North  $30^{\circ}49'37''$  West, 22.00 feet to a point
23. North  $59^{\circ}10'23''$  East, 2.67 feet to a point
24. North  $30^{\circ}49'37''$  West, 28.00 feet to a point
25. South  $59^{\circ}10'23''$  West, 70.67 feet to a point
26. South  $30^{\circ}49'37''$  East, 50.00 feet to a point
27. North  $59^{\circ}10'23''$  East, 13.67 feet to a point
28. South  $30^{\circ}49'37''$  East, 22.00 feet to a point
29. South  $59^{\circ}10'23''$  West, 1.67 feet to a point
30. South  $30^{\circ}49'37''$  East, 22.00 feet to a point
31. South  $59^{\circ}10'23''$  West, 1.83 feet to a point
32. South  $30^{\circ}49'37''$  East, 22.00 feet to a point
33. South  $59^{\circ}10'23''$  West, 2.67 feet to a point
34. South  $30^{\circ}49'37''$  East, 44.00 feet to a point
35. South  $59^{\circ}10'23''$  West, 2.33 feet to a point
36. South  $30^{\circ}49'37''$  East, 26.00 feet to a point and
37. North  $59^{\circ}10'23''$  East, 64.00 feet to a point, thence
38. South  $01^{\circ}10'49''$  West, 23.72 feet to a point on the northerly right of way line of Mont Blanc Court, 27.34 feet wide and as shown on the aforesaid plat, thence reversely with and along a part of said right of way line of Mont Blanc Court, the two (2) following courses and distances

Mont Blanc Court

39. 37.76 feet along the arc of a curve deflecting to the left having a radius of 113.67 feet and a chord bearing South 81°39'55" West, 37.52 feet to a point and
40. South 72°09'00" West, 15.99 feet to a point, thence
41. North 66°25'58" West, 33.08 feet to a point on the northeasterly right of way line of Metz Drive, 70.00 wide and as shown on the aforesaid plat, thence reversely with and along a part of said right of way line of Metz Drive, the two (2) following courses and distances
42. 110.15 feet along the arc of a curve deflecting to the left having a radius of 225.00 feet and a chord bearing of North 36°05'26" West, 109.49 feet to a point and
43. North 47°09'55" West, 42.24 feet to a point thence
44. North 02°09'55" West, 35.36 feet to the point of beginning; containing 15343.40 square feet or 0.3638 acre.

Being a part of Parcel A, Block D, as shown on the plat of subdivision entitled, "Pleasant Fields" and recorded among the Land Records of Montgomery County, Maryland in Plat Book 96 as Plat No. 10644, said Parcel A having been obtained by Atlantic National Bank from American Housing Guild--Maryland, Inc., by deed dated September 18, 1975 and recorded among the aforesaid Land Records in Liber 4700 at Folio 711.

Beginning for the same at a point on the southeasterly right of way line of Mont Blanc Court, as shown on the aforesaid plat, said point also being in the 242.61 foot arc line, designate as Curve No. 23 and as shown on the aforesaid plat, 55.25 feet from the southwesterly end thereof, running thence reversely with and along a part of said right of way line of Mont Blanc Court

1. 48.93 feet along the arc of a curve deflecting to the left having a radius of 45.67 feet and a chord bearing of North 72°59'11" East, 46.62 feet to a point, thence
2. South 69°11'13" East, 10.84 feet to a point at the southwesterly corner of Lot 147, Block D as shown on said plat, thence reversely with and along the southwesterly line of said Lot 147, Block D
3. South 69°11'13" East, 70.67 feet to a point, thence
4. South 76°09'06" East, 61.43 feet to a point at the northwesterly corner of Lot 30, Block D as shown on said plat, thence reversely with and along the northeasterly and a part of the southwesterly outlines of said Lot 30, Block D, the two (2) following courses and distances
5. South 20°53'33" West, 70.67 feet to a point and
6. South 69°12'32" East, 18.14 feet to a point, thence
7. South 31°51'16" West, 76.52 feet to a point at the northeasterly corner of Lot 34, Block D as shown on said plat, thence reversely with and along a part of the outlines of Lots 34 thru 31, inclusive, Block D as shown on said plat, the six (6) following courses and distances
8. North 69°03'44" West, 28.00 feet to a point
9. South 20°51'16" West, 3.84 feet to a point
10. North 69°03'44" West, 44.00 feet to a point
11. North 20°51'16" East, 4.67 feet to a point
12. North 69°03'44" West, 26.00 feet to a point and
13. South 20°51'16" West, 28.51 feet to a point, thence
14. North 69°03'44" West, 20.00 feet to a point at the northeasterly corner of Lot 63, Block D, as shown on said plat, thence reversely with

and along the northeasterly lot line of said Lot 63, Block B and the northwesterly extension thereof,

15. North  $69^{\circ}03'44''$  West, 79.25 feet to a point and

16. North  $20^{\circ}48'42''$  East, 138.89 feet to the point of beginning; containing 23343.09 square feet or 0.6622 acre.

Subject to the ten (10) foot wide Public Works Easements (P.W.E.) as shown on the aforesaid plat.

Subject also to the rights of the Washington Suburban Sanitary Commission for the construction, reconstruction, maintenance and operation of water mains and sanitary sewers as granted in the Owner's Dedication as shown on the aforesaid plat.





BY-LAWS  
OF  
WILLIAMSBURG SQUARE COMMUNITY COUNCIL CORPORATION

Article I

Section 1. Name and Location: The name of this Corporation is WILLIAMSBURG SQUARE COMMUNITY COUNCIL CORPORATION. Its principal place of business is 16000 Industrial Road, Gaithersburg, Maryland. The Corporation may have such other offices within or without the State of Maryland as the Board of Directors or the members may from time to time designate.

Section 2. Applicability. These By-Laws and each provision thereof shall be applicable to all Lots and members, as defined, within the property and shall extend, without further act or deed, to any property or members added as a result of amendments to the Declaration.

Article II

The following words when used in these By-Laws shall have the following meanings:

Section 1. "Association" shall mean and refer to the WILLIAMSBURG SQUARE COMMUNITY COUNCIL CORPORATION, a non-profit, non-stock corporation incorporated under the laws of

the State of Maryland, its successors and assigns.

Section 2. "Common Areas" shall mean all real property owned by the Association to be devoted to the common use and enjoyment of the members of the Association. The "Common Areas" shall include all recreational facilities to be erected thereon by the Declarant.

Section 3. "Declarant" shall jointly mean PULTE HOME CORPORATION, a Delaware Corporation, with offices at 16000 Industrial Road, Gaithersburg, Maryland, Midlantic National Bank, \_\_\_\_\_, New Jersey, or any successor or assign and any other entity which, in conjunction with or in lieu of PULTE HOME CORPORATION, develops the community known as WILLIAMSBURG SQUARE.

Section 4. "Declaration" shall mean that Declaration of Covenants Conditions and Restrictions filed and recorded among the Land Records of Montgomery County, Maryland at Liber 4746, folio 539, and any amendments thereto duly recorded in accordance with its terms.

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 Common Areas as heretofore defined.

Section 6. "Member" shall mean and refer to every person who holds membership in the Association.

Section 7. "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, provided, however, that the purchaser at a foreclosure sale or trustee's sale shall be deemed an Owner.

Section 8. "Person" means an individual, firm, corporation, partnership, association, trust or other legal entity or any combination thereof.

Section 9. "Property" shall mean that real property described in Exhibit "A" attached hereto and made a part hereof, together with all additions and annexations which may be made from time to time.

### Article III

The following sections of this Article III shall apply to membership in the Association.

Section 1. Members. Every Person, as defined, who is a record owner of a fee or undivided fee interest of any Lot within the Property shall be a member of the Association, provided, however, that anyone who holds such interest solely 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 within the residential community known as WILLIAMSBURG SQUARE. Ownership of such Lot shall be the sole qualification for membership.

Section 2. Classification of Members. Members shall be divided into two classes denominated as Class A Members and Class B Members defined as follows:

Class A Members shall be all Owners as defined in Article III Section 1 with the exception of the Declarant. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Section 1. When more than one person holds such interest or interests in any Lot, all such persons shall be members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

Class B Member(s) shall be the Declarant, who shall be entitled to three votes for each Lot in which it holds the interest required for membership by Section 1. The Class B membership shall cease and be converted to Class A membership upon the first to occur of (a) when the total votes outstanding in the Class A membership are greater than the total votes outstanding in the Class B membership; or (b) on December 31,

1982, provided, however, that if the Declarant is unable to fully develop the Property and sell all recorded Lots to owners by reason of any ban, moratorium or restriction imposed by any government, governmental agency, or public utility, then this date shall be extended for a period equal to the period between the date on which such ban, moratorium or restriction commenced, and the date upon which such ban, moratorium or restriction terminates or is rescinded, but in no event, shall such period be extended for more than five years. From and after the happening of these events, whichever occurs first, the Class B Member(s) shall be deemed to be a Class A Member entitled to one vote for each Lot in which it holds the interests required for membership under Section 1.

Section 3. Membership Certificates. Each member shall receive a certificate evidencing his membership in the Association. Each such membership certificate shall state that the Association is organized under the laws of the State of Maryland, the name of the registered holder or holders of the membership represented thereby, and shall be in such form as shall be approved by the Board of Directors. Membership certificates shall be consecutively numbered, bound in one or more books, and shall be issued therefrom upon certification as to the transfer of title of the Lot to which such membership is appurtenant. Membership is not otherwise

transferable. Every membership certificate shall be signed by the President or a Vice President and the Secretary or an Assistant Secretary and shall be sealed with the corporate seal.

Section 4. Lost Certificates. The Board of Directors may direct a new certificate or certificates to be issued in place of any certificate or certificates previously issued by the Association and alleged to have been destroyed or lost, upon the making of an affidavit of that fact by the person claiming the membership certificate to be lost or destroyed. When authorizing such issuance of a new certificate or certificates, the Board of Directors may, in its discretion, and as a condition precedent to the issuance thereof, require the registered holder or holders of such lost or destroyed certificate or certificates, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and to give the Association a bond in such sum as the Board of Directors may require as indemnity against any claim that may be made against the Association.

Section 5. Assessments and Liens. 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 assessment is made. Any assessments which are not paid when due

shall be delinquent. If the assessment is not paid within ten (10) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of 8 percent per annum, 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 attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waiver or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

Section 6. Liquidation Rights. In the event of any voluntary or involuntary dissolution of the Association, each member of the Association shall be entitled to receive out of the assets of the Association available for distribution to the members an amount equal to that proportion of such assets which the square feet contained in his Lot bears to the aggregate square footage of all Lots on the entire property.

#### Article IV

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

Section 2. Annual Meetings. The first annual meeting of the members of the Association shall be held within one year of the date on which the Declaration of covenants, conditions and restrictions is recorded among the Land Records of Montgomery County, Maryland. Thereafter, the annual meetings of the members of the Association shall be held on the 3rd Wednesday of March each succeeding year. At such meeting there shall be elected by secret written ballot of the members a Board of Directors in accordance with the requirements of Section 5 of Article V of these By-Laws. The members may also transact such other business of the Association as may properly come before them.

Section 3. Special Meetings. It shall be the duty of the President to call a special meeting of the members as directed by resolution of the Board of Directors or upon a petition signed by members representing at least twenty-five percent (25%) of the total number of votes outstanding having been presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 4. Notice of Meetings. It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and



place where it is to be held, to each member of record, at his address as it appears on the membership book of the Association, or if no such address appears, at his last known place of address, at least ten (10) but not more than ninety (90) days prior to such meeting. Service may also be accomplished by the delivery of any such notice to the member at his last known address by deposit in the box or slot for the United States Mail. Notice by either such method shall be considered as notice served. Attendance by a member at any meeting of the members shall be a waiver of notice by him of the time, place and purpose thereof.

Section 5. Quorum. The presence, either in person or by proxy, of members representing at least fifteen percent (15%) of the total votes entitled to be cast with respect to any question, shall be requisite for, and shall constitute a quorum for the transaction of business at all meetings of members. If the number of members at a meeting drops below the quorum and the question of a lack of a quorum is raised, no business may thereafter be transacted.

Section 6. Adjourned Meetings. If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may, except as otherwise provided by law, adjourn the meeting to a time not less than forty-eight (48) hours from the time

the original meeting was called.

Section 7. Voting. At every meeting of the Members, each of the members shall have the right to cast his vote as defined by Article III, Section 2 on each question. The vote of the members representing a fifty-one percent (51%) majority of the total votes represented at this meeting entitled to be cast with respect to any question, in person or by proxy, shall decide any question brought before such meeting, unless the question is one upon which, by express provision of statute or of the Articles of Incorporation, or the Declaration, or of these By-Laws, a different vote is required, in which case such express provision shall govern and control. The vote for any membership which is owned by more than one person may be exercised by any of them present at any meeting unless any objection or protest by any other owner of such membership is noted at such meeting. In the event all of the co-owners of any membership who are present at any meeting of the members are unable to agree on the manner in which the vote for such membership shall be cast on any particular question, then such vote shall not be counted for purposes of deciding that question. No members 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 8. Proxies. A member may appoint any other member or the Declarant or any other person permitted by law or by these By-Laws as his proxy. In no case may any member (except the Declarant) cast more than one vote by proxy in addition to his own vote. Any proxy must be in writing and must comply with all requirements imposed by law or by these By-Laws.

Section 9. Whenever the vote of Members at a meeting thereof is required or permitted to take any action in accordance with any statute, the Declaration or these By-Laws, such meeting and vote may be dispensed with if all Members who would have been entitled to vote upon such action consent in writing to such action being taken.

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

- (a) Roll call and certificate of proxies.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading of minutes of preceding meeting.
- (d) Reports of officers, if any.
- (e) Reports of committees, if any.
- (f) Unfinished business.
- (g) New business.

- (h) Election or appointment of inspectors of election.
- (i) Election of directors.

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

#### Article V

Section 1. Number and Qualification. The affairs of the Association shall be governed by the Board of Directors composed of at least three (3) natural persons and not more than seven (7) natural persons, a majority of whom (after the first annual meeting of members) shall be members of the Association or officers or designees of the Class B Member(s).

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

Section 3. Power and Duties. The Board of Directors shall have all the powers and duties necessary for the

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

To provide for the:

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

(b) establishment and collection of assessments and/or carrying charges from the members and for the assessment and/or enforcement of liens therefor in a manner consistent with law and the provisions of these By-Laws and the Declaration.

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

(d) promulgation and enforcement of such rules and regulations and such restrictions on or requirements as may

be deemed proper respecting the use, occupancy and maintenance of the residential community and the use of the common areas as are designated to prevent unreasonable interference with the use and occupancy of the residential community and of the common areas by the members, all of which shall be consistent with law and the provisions of these By-Laws and the Declaration.

Section 4. Management Agent. The Board of Directors may employ for the Association a management agent (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 Declarant or an entity controlled by or under common control with the Declarant may be selected by the Board of Directors to serve as the Management Agent provided the compensation paid is fair and reasonable based on compensation paid to other entities for similar services in the Greater Washington, D.C., Metropolitan Area.

Section 5. Election and Term of Office. The term of the Directors named herein and in the Articles of Incorporation shall expire when their successors have been elected at the first annual meeting of members and are duly qualified. At the first annual meeting of the members, the members shall determine the number of Directors consistent with these By-Laws, who shall constitute the Board of Directors and shall elect a

Board of Directors to serve until the next annual meeting. The term of office of each Director shall be for a period of one year and until their successors have been elected and hold their first meeting.

Section 6. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the membership shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum; and each person so elected shall be a Director until a successor is elected by the members at the next annual meeting.

Section 7. Removal of Directors. At a regular meeting, or special meeting duly called for such purpose, any Director may be removed with or without cause by the affirmative vote of the majority of the entire membership of record and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the members shall be given an opportunity to be heard at the meeting. The term of any Director who becomes more than sixty (60) days delinquent in payment of any assessments and/or carrying charges due the Association shall be automatically terminated and the remaining Directors shall appoint his successor as provided in Section 6 of this Article.

Section 8. Compensation. No compensation shall be paid to Directors for their services as Directors. After the first annual meeting of the members, no remuneration shall be paid to any Director who is also a member of the Association for services performed for the Association in any other capacity unless a resolution authorizing such remuneration shall have been adopted by the Board of Directors before the services are undertaken.

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

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



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

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

Section 13. Quorum. At all meetings of the Board of Directors a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If at any meeting of the Board of Directors there be less

than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

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

Section 15. Fidelity Bonds. The Board of Directors shall require that all officers and employees of the Association handling or responsible for Association or trust funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

#### Article VI

Section 1. Designation. The principal officers of the Corporation shall be a President, a Vice President, a Secretary and a Treasurer, all of whom shall be elected by the Board of Directors. Prior to the first annual meeting of members, the

officers of the Association need not be members of the Association. Thereafter, except for the President, the officers of the Association need not be members of the Association. The Directors may appoint an assistant secretary and an assistant treasurer and such other officers as in their judgment may be necessary. The offices of Secretary and Treasurer may be filled by the same person.

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

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

Section 4. President. The President shall be the chief executive officer of the Association. In the event he is also a member of the Board of Directors he shall preside at all meetings of the members and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of president of an association,

including, but not limited to, the power to appoint committees from among the membership from time to time as he may, in his discretion, decide is appropriate to assist in the conduct of the affairs of the Association.

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

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

Section 7. Treasurer. The Treasurer shall have responsibility for corporate funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and

disbursements in books belonging to the Association. He shall be responsible for the deposit of all moneys and other valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors.

#### Article VII

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

the Association or the residential community (except to the extent that such officers or directors may also be owners of Lots within the residential community) 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.

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

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

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

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

#### Article VIII

Section 1. Management and Common Expenses. The Association, acting by and through its Board of Directors, shall manage, operate and maintain the residential community and, for the benefit of the Lots and the owners thereof, shall enforce the provisions hereof and shall pay out of the common expense fund hereinelsewhere provided for, the following:

(a) The cost of providing water, sewer, garbage and trash collection, electrical, gas and other necessary utility services for the common areas and any recreational facilities erected thereon, and, to the extent that the same are not separately metered or billed to each Lot, for the Lots.

(b) The cost of fire and extended liability insurance on the residential community and the cost of such other insurance as the Association may effect.

(c) The cost of the services of a person or firm to manage the community to the extent deemed advisable by the Association together with the services of such other personnel as the Board of Directors of the Corporation shall consider necessary for the operation of the residential community.

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

(e) The cost of painting, maintaining, replacing, repairing and landscaping the common areas and any recreational facilities erected thereon and such furnishings and equipment for the common areas as the Board of Directors shall determine are necessary and proper, and the Board of Directors shall have the exclusive right and duty to acquire the same; provided,



however, that nothing herein contained shall require the Association to paint, repair or otherwise maintain the interior or the exterior of any improvement on a Lot or any fixtures, appliances or equipment located therein or thereon.

(f) The cost of any and all other materials, supplies, labor, services, maintenance, repairs, taxes, assessments or the like, which the Association is required to secure or pay for by law, or otherwise, or which in the discretion of the Board of Directors shall be necessary or proper for the operation of the common areas and any recreational facilities erected thereon; provided, however, that if any of the aforementioned are provided or paid for the benefit of a particular Lot or Lots, the cost thereof shall be specially assessed to the owner or owners thereof in the manner provided in subsection (g) of Section 1 of this Article.

(g) The cost of the maintenance or repair of any Lot in the event such maintenance or repair is reasonably necessary in the discretion of the Board of Directors to protect the common areas or to preserve the appearance or value of the residential community or is otherwise in the interest of the general welfare of all owners of the Lots; provided, however, that no such maintenance or repair shall be undertaken without a resolution by the Board of Directors and not without reasonable written notice to the owner of

the Lot proposed to be maintained and provided, further, that the cost thereof shall be assessed against the Lot on which such maintenance or repair is performed and, when so assessed, a statement for the amount thereof shall be rendered promptly to the then owner of said Lot at which time the assessment shall become due and payable and a continuing lien and obligation of said owner in all respects as provided in Article IX of these By-Laws.

(h) Any amount necessary to discharge any lien or encumbrance levied against the residential community, or any portion thereof, which may, in the opinion of the Board of Directors, constitute a lien against any of the common areas rather than the interest of the owner of any individual Lot.

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

Section 3. Duty to Maintain. Except for maintenance requirements herein imposed upon the Association, if any, the owner of any Lot shall, at his own expense, maintain the interior and the exterior of any improvements on his Lot,

and any and all equipment and fixtures therein situate, and its other appurtenances, in good order, condition and repair, and in a clean and sanitary condition, and shall do all re-decorating, painting and the like which may at any time be necessary to maintain the good appearance of his Lot and appurtenances. In the event that any Owner shall permit his lot or any improvement thereon owned by him to fall into disrepair so as to create a dangerous, unsafe, unsightly or unattractive condition, the Association, upon thirty (30) days' prior written notice to such Owner, shall have the right to correct such condition and to enter upon such Owner's property for the purpose of doing so, and such Owner shall promptly reimburse the Association for the cost thereof. Such cost shall be a separate Assessment and shall create a lien enforceable in the same manner as other Assessments.

Section 4. Access at Reasonable Times. For the purpose solely of performing any of the repairs or maintenance required or authorized by these by-Laws, or in the event of a bona fide emergency involving illness or potential danger to life or property, the Association, through its duly authorized agents or employees, shall have the right, after reasonable efforts to give notice to the owner or occupant,

to enter upon any Lot at any hour considered to be reasonable under the circumstances.

Section 5. Easements for Utilities and Related Purposes.

The Association is authorized and empowered to grant (and shall from time to time grant) such licenses, easements and/or rights-of-way for sewer lines, water lines, electrical cables, telephone cables, television and other communication cables, internal and external wiring, and antennae, gas lines, storm drains, underground conduits and/or such other purposes related to the provision of public utilities and other common services to the residential community as may be considered

necessary, appropriate or desireable by the Board of Directors for the orderly maintenance, preservation and enjoyment of the common elements or for the preservation of the health, safety, convenience and/or welfare of the owners of the Lots.

Section 6. Limitation of Liability. The Association shall not be liable for any failure of water supply or other 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 by the owner of any Lot, or any other person, or resulting from electricity, water, snow or ice which may leak or flow from any portion of the common areas or from any wire, pipe, drain, conduit, appliance or equipment. The Association shall not be liable to the owner of any Lot for loss or damage, by theft or otherwise, of articles which may be stored upon any of the common areas. No diminution or abatement of common expense assessments, as hereinelsewhere provide shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvemets to the common elements, or to any Lot, or from any action taken by the Association to comply with any law, ordinance or with the order or directive of any municipal or other governmental authority.

Article IX

Section 1. Architectural Control Committee. Except for the original construction upon the Lots situate within the Property by the Declarant and any improvements to any Lot or to the common areas accomplished concurrently with said original construction, and except for purposes of proper maintenance and repair or as otherwise in these By-Laws provided, the Lot Owner shall be prohibited to install, erect, attach, apply, paste, hinge, screw, nail, build, alter, remove or construct any lighting, shades, screens, awnings, patio covers, decorations, fences, aerials, antennas, radio or television broadcasting or receiving devices, slabs, sidewalks, curbs, gutters, patios, porches, driveways, walls or to make any change or otherwise alter [including any alteration or color] in any manner whatsoever any portion of the Lot, any portion of the exterior of the unit situated on the Lot or any of the common areas within the residential community until the complete plans and specifications showing the location, nature, shape, height, material, color, type of construction and/or any other proposed form of change [including, without limitation, any other information specified by the Board of Directors or its designated committee] shall have been submitted to and approved in writing as to harmony of external design, color and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by any architectural control committee designated by it.

In the event the Board of Directors, or its designated committee, fails to approve or disapprove such design and location within sixty (60) days after said plans and specifications have been submitted to it, such approval shall be deemed automatically granted. Any restriction hereunder may be waived by the Board of Directors in lieu of a Committee.

#### Article X

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 incorporation. The commencement day of the fiscal year herein established shall be subject to change by the Board of Directors should corporate practice subsequently dictate.

Section 2. Books and Accounts. Books and accounts of the Association shall be kept under the direction of the Treasurer in accordance with good accounting practices. The same shall include books with detailed accounts, in chronological order, of receipts and of the expenditures affecting the residential community and its administration and shall specify the maintenance and repair expenses of the common areas and services and any other expenses incurred. That amount of any assessment required for payment or any capital expenditures of the Association shall be credited upon the books

of the Association to the "Paid-in-Surplus" account as a capital contribution by the members.

Section 4. Auditing. At the close of each fiscal year, the books and records of the Association shall be audited by an independent Certified Public Accountant whose report shall be prepared and certified in accordance with generally accepted auditing standards. Based upon such report, the Association shall furnish its members with an annual financial statement, including the income and disbursements of the Association.

Section 5. Inspection of Books. The books and accounts of the Association, and vouchers accrediting the entries made thereupon, shall be available for examination by the members of the Association, and/or their duly authorized agents or attorneys, and to the institutional holder of any first mortgage or any Lot and/or its duly authorized agents or attorneys, during normal business hours and for purposes reasonably related to their interests as members.

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



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

#### Article XI

Section 1. Amendments. These By-Laws may be amended by the affirmative vote of members representing seventy-five percent (75%) of all votes entitled to be cast at any meeting of the members duly called for such purpose, except that the Veterans Administration or the Federal Housing Administration shall have the right to veto amendments while there is Class B membership. Amendments may be proposed by the Board of Directors or by petition signed by members representing at least thirty percent (30%) of the total number of votes entitled to be cast. A description of any proposed amendment shall accompany the notice of any regular or special meeting at which such proposed amendment is to be voted upon.

#### Article XII

Section 1. Notice to Board of Directors. Any owner of any Lot in the residential community who mortgages such Lot

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

Section 2. Definition. As used in this Article, the term "mortgagee" shall mean any mortgagee and shall not be limited to institutional mortgagees and the term "Mortgage" shall include a deed of trust. As used generally in these By-Laws, the term "institutional holder" or "institutional mortgagee" shall include banks, trust companies, insurance companies, savings and loan associations, pension funds and any corporation, including a corporation of, or affiliated with, the United States Government, or any agency thereof.

### Article XIII

Section 1. Resident Agent. The resident agent shall be designated as the person authorized to accept service of process in any action relating to two or more Lots or to the common areas.

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

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

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

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

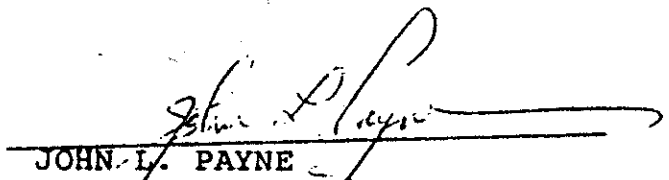
Section 6. Gender, etc. Whenever in these By-Laws the context so requires, the singular number shall include the plural and the converse; and the use of any gender shall be deemed to include all genders.

Section 7. Conflicts. These By-Laws are subordinate to all provisions of the Declaration, and to any applicable provisions of the Annotated Code of Maryland. All of the terms hereof, except where clearly repugnant to the context, shall have the same meaning as in the Declaration or the aforesaid statutes. In the event of any conflict between

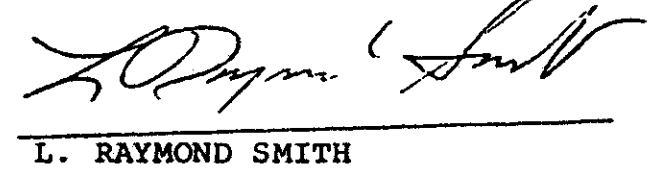
the aforesaid Declaration and any applicable provision of the Annotated Code of Maryland, the provisions of the statute shall control.

Section 8. Corporate Seal. The Association shall have a seal in circular form having within its circumference the words: "WILLIAMSBURG SQUARE COMMUNITY COUNCIL CORPORATION."

IN WITNESS WHEREOF, we, being all of the directors of the WILLIAMSBURG SQUARE COMMUNITY COUNCIL CORPORATION, have hereunto set our hands this 30<sup>th</sup> day of JANUARY, 1976.

  
\_\_\_\_\_  
JOHN L. PAYNE

  
\_\_\_\_\_  
RODGER L. SCHMIDT

  
\_\_\_\_\_  
L. RAYMOND SMITH

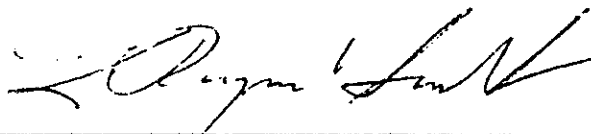
CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of the WILLIAMSBURG SQUARE COMMUNITY COUNCIL CORPORATION, a Maryland corporation, and,

THAT the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 30<sup>th</sup> day of JANUARY, 1976.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 30<sup>th</sup> day of JANUARY, 1976.

  
\_\_\_\_\_  
ACTING Secretary

