

David Lane Homeowners Association, Inc.

Governing Documents

Transcripts of original documents. Original documents with recording seals and signatures on file with managing agent.

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Articles of Incorporation

This is to certify:

FIRST: That I, the Subscriber, Donald G. Saccardi, whose post offices address is c/o Riggs National Bank of Washington, D.C., 1503 Pennsylvania Avenue, N.W., Washington, D.C. 20013, being of full legal age, pursuant to the General Laws of Maryland authorizing the formation of corporations, do hereby certify as follows:

SECOND: The name of the corporation (hereinafter called the "Association") is DAVID LANE HOMEOWNERS ASSOCIATION, INC.

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

Its general purpose is to provide for the maintenance and preservation of the real property described as the "Common Area", in a Declaration of Covenants, Conditions and Restrictions and any Amendments or Supplements thereto (hereinafter called the "Declaration"), dated February 20, 1985 and recorded or to be recorded among the Land Records of Frederick County, Maryland, and with respect to the Common Area therein described, to promote the health, safety and welfare of the residents and to enforce the covenants, conditions and restrictions described above within the residential community of HILLCRES ORCHARDS, SECTION 7-A.

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

(a) To acquire by assignment or deed as the result of gift, purchase or otherwise, and to own, hold, improve, build on, operate, maintain, mortgage, convey, sell, lease, transfer, dedicate to public use or otherwise deal with or dispose of the Common Area within the aforesaid community of HILLCRES ORCHARDS, SECTION 7-A, other real property and such personal property as may be necessary or proper for the conduct of the affairs of the Association;

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

(c) To fix, levy, collect and by all lawful means enforce payment of the assessments established by the terms of the Declaration and to pay all expenses in connection therewith and in connection with the conduct of the business of the Association, including all licenses, taxes or charges levied or imposed against the properties of the Association by any governmental agency or government.

(d) To own, acquire (by gift, purchase or otherwise), build, operate and maintain recreation parks, playgrounds, swimming pools, common, streets, footways, including buildings, structures, personal properties incident thereto (all of the foregoing being hereinafter called the "facilities").

(e) To borrow money and to mortgage, pledge, deed in trust or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred.

(f) To grant such easements upon, over, under and across the Common Area for sewer, water, storm water drainage, gas, electric and telephone lines and for such other public utilities as are proper and convenient for the use and enjoyment of the buildings erected and to be erected in the subdivision of the property, which subdivision is know or to be know as Hillcrest Orchards, Section 7-A.

(g) To grant easements and/or licenses for ingress and egress over the Common Area for trash collection, snow removal, police protection and such other purposes as are set forth in the Declaration and/or as are proper for the use and benefit of the owners of houses erected and to be erected in the aforesaid subdivision;

(h) To annex property in the manner provided in the Declaration; and

(i) To exercise all other powers provided or allowed by the laws of the State of Maryland and non-stock, non-profit corporations, without limitation by the foregoing description of specific powers.

FOURTH: The Post Office address of the principal office of the Association in the State is 16220 Frederick Road, Gaithersburg, Maryland 20877.

The Resident Agent of the Association is D. Bob Pearson, whose Post Office address is 16220 Frederick Road, Gaithersburg, Maryland 20877, who is a citizen of the State of Maryland and actually resides therein.

FIFTH: The affairs of this Association shall be managed by a Board of Directors who need not be members of the Association. Said Board shall originally consist of three (3) Directors. The names of the persons who are to act in the capacity of Directors until the selection of their successors as provided in the By-Laws are: Marcia A. Lubore, Thomas Gancsos, and D. Bob Pearson. Thereafter, the Board shall consist of five (5) Directors.

At the first annual meeting, as provided for in the By-Laws, the members shall elect two (2) directors for a term of one (1) year, two (2) directors for a term of two (2) years, and one (1) director for a term of three (3) years; and at each annual meeting thereafter, the members shall elect one (1) director for a term of three (3) years and one (1) director for a term of two (2) years.

SIXTH: The Association is not authorized or empowered to issue capital stock of any type or class. The Association is and shall be a membership corporation and every person or entity who is a record owner of a fee or undivided fee interest in any Lot (as the term is defined in the Declaration) which is subject by the aforesaid Declaration to assessment by the Association, including contract seller and the Class B member, as hereinafter defined, shall be members of the Association. Persons or entities holding any interest in any such lot merely as security for the performance of an obligation shall not be members. Membership shall be automatic upon recording of a deed of a fee or undivided fee interest and there shall be no qualification for membership other than the ownership of such record interest.

SEVENTH: There shall be two classes of members of the Association as follows:

Class A members shall be all Owners (except Ellrose Corporation, "Declarant", during such time as there shall be a Class B membership) of Lots which are subject to assessment by the Association under the terms of the Declaration, and shall be entitled to one vote for each such Lot so owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to and Lot.

Class B members shall be the Declarant, its successors and assigns, if such successors or assigns should acquire two (2) or more undeveloped Lots from Declarant for the purpose of

development, and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership upon the happening of the following events, whichever occurs earlier:

(a) If the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership.

(b) On February 1, 1993.

EIGHTH: A. Any of the following actions or undertakings by the Association may be done only upon the assent of two-thirds of the entire Class A membership and two-thirds of the entire Class B membership, if any, voting in person or by proxy:

1. To the extent permitted by law, participate in mergers and consolidations with other non-profit, non-stock corporations organized for purposes consistent with those for which the Association is organized.

2. To mortgage Common Area.

3. To increase the maximum annual assessments above the percentage of increase in the cost of living, all as more specifically set forth in Article IV, Section 3(c), of the Declaration.

4. To impose a special assessment, as more particularly set forth in Article IV, Section 4, of the Declaration.

5. To annex to the Property additional lands as more specifically set forth in Article IX of the Declaration.

6. To dissolve the Association in accordance with the laws of the State of Maryland. Upon any such dissolution, the assets, both real and personal, and the right to fix, levy and assess and collect assessments of the Association shall be dedicated or given to an appropriate public agency to be devoted to purposes as nearly as practicably the same as those to which they were required to be devoted by the Association by the terms of these Articles of Incorporation. In the event that such dedication is refused by all such public agencies, then such assets and rights shall be granted, conveyed and assigned to any non-profit, non-stock corporation, association or similar organization to be held and used for such purposes and uses as nearly as practicable the same as those to which they were required to be used by the Association under the terms of these Articles of Incorporation.

B. The Declaration may be amended during the first twenty (20) years following the date thereof by an instrument signed by Ellrose Corporation, if Ellrose Corporation owns and Lot in the Property and by not less than ninety (90) percent of the other Lot owners; and thereafter by an instrument signed by Ellrose Corporation if it own and Lot in the Property and by not less than seventy-five (75) percent of the other Lot owners.

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

NINTH: No part of the net earnings of the Association shall inure to the benefit of or be distributed to its members, directors, officers or other private persons, except that the Association is authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in these Articles.

TENTH: The duration of the Association shall be perpetual.

ELEVENTH: As long as there is a Class B member, and if any Lot is security for a mortgage or deed of trust insured by the Federal Housing Administration or Veterans Administration, the following actions will be require the prior approval of the Federal Housing Administration and/or Veterans Administrations, as the case may be: dedication of the Common Area to the public; and any amendment to the Declaration except the filing of a supplemental Declaration as set forth in Article IX of the Declaration.

IN WITNESS WHEREOF, I have signed these Articles of Incorporation, acknowledging the same to be my act, the 20th day of February 1985.

WITNESS:
Cleopatra H Smith
District of Columbia
Donal G. Saccardi

Notary Public: Sharon M Grayson

Declaration of Covenants, Conditions and Restrictions

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, made by ELLROSE CORPORATION, hereinafter referred to as “Declarant”.

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the City of Frederick, Frederick County, Maryland, which is more particularly described in Exhibit A attached hereto and made a part hereof.

NOW, THEREFORE, Declarant hereby declares that all of the property described in Exhibit A shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, Personal Representatives, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE 1

Definitions

Section 1. “Association” shall mean and refer to David Lane Homeowners Association, Inc., a Maryland non-profit corporation, its successors and assigns.

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

Section 3. “Property” shall mean and refer to that certain real property described in Exhibit A and such additions thereto as may hereafter be brought within the jurisdiction of the Association, as hereinafter provided.

Section 4. “Common Area” shall mean all real property owned by the Association for the common use and enjoyment of the members of the Association. The Common Area to be owned by the Association at the time of conveyance of the first Lot shall be the land described as Exhibit B attached hereto. The Common Area includes, but is not limited to, streets not dedicated to public use, parking lots, driveways, utilities and recreation areas.

Section 5. “Lot” shall mean and refer to all numbered subdivided parcels, shown on the Plat as an area for a single family residential dwelling or similar building (whether attached or detached) and shall not include public or private streets or Common Areas.

Section 6: “Declarant” shall mean and refer to Ellrose Corporation, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II

Property Right

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

- (a) The right of the Association to levy annual and special assessments and to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area.
- (b) The right of the Association to suspend the voting rights and right to use the recreational facilities, if any, of a member for any period during which any assessment against his Lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of the Declaration of the Association's By-Laws or its published rules and regulations. Assessments shall continue during any suspension period.
- (c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public authority, agency, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless and appropriate instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer shall have been recorded.
- (d) The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving or increasing the Common Area and in aid thereof with the assent of two-thirds (2/3) of each class of members voting in person or by proxy, to mortgage said Common Area. Such mortgage shall be subordinate to the members' rights as provided hereinafter. In the event of a default upon any such mortgage, the Lender's right hereunder shall be limited to a right, after taking possession of such area, to charge admission and other fees as condition to continued enjoyment by the members, and, if necessary, to open the enjoyment of such area to a wider public until the mortgage debt is satisfied, whereupon the possession of such area shall be returned to the Association and all right of the members hereunder shall be fully restored; provided, that, under no circumstances, shall the rights of the members of ingress, egress, utilities and parking be affected.
- (e) The right of the Association to take such steps reasonably necessary to protect the Common Area against an attempted foreclosure.
- (f) The right of the Association to establish uniform rules and regulations pertaining to the use of the Common Area and the facilities thereon.
- (g) The right of Declarant (and its sales agents and representatives) to the non-exclusive use of the Common Area for office, construction, display, sales and exhibit purposes, which right Declarant hereby reserves provided, however, that the aforesaid right of Declarant shall terminate with respect to Common Areas which are part of the land described in Exhibit A upon the earlier to occur of ten (10) years from the date thereof, or upon the sale of all the Lots within the Property. Said right shall terminate with respect to Common Areas which are part of an Land annexed to the Property by the filing of a supplemental Declaration upon the earlier to occur of ten (10) years from the date of said

Supplemental Declaration, or upon the sale of all the Lots within the annexed land.

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

Section 3. Title to Common Area. Title to the Common Areas shall be conveyed from time to time to the Association free and clear of all liens and encumbrances. All of the Common Areas which are part of the land described in Exhibit A shall have been conveyed to the Association by no later than the date that the first lot is conveyed to a purchaser. All of the common Areas which are part of any section of land which may be annexed to the Property by the filing of a Supplemental Declaration shall be conveyed to the Association no later than the date that the first lot in the particular section is conveyed to a purchaser whose mortgage shall be insured by the Veterans Administration.

ARTICLE III

Membership and Voting Rights

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

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

Class A. Class A members shall be all Owners (except Declarant during such time as there shall be a Class B membership) of Lots which are subject to assessment by the Association under the terms of this Declarations, and shall be entitled to one vote for each such Lot so owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

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

- (a) If the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership:
- (b) On February 1, 1993.

ARTICLE IV

Covenant for Maintenance Assessments

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

The Declarant, for each Lot owned within the Property, upon which a single family

residential dwelling or similar building (whether attached or detached) has been completed, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments as set forth below, such assessments to be established and collected as hereinafter provided. If a delinquency occurs in the payment of annual and/or special assessments, said assessment(s), together with interest at the rate of eight percent (8%) per annum, costs and reasonable attorney's fees, shall be a charge on the land, and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title, unless expressly assumed by them by written agreement. Nothing herein contained shall be construed to affect the validity of the lien or the remedies available to the Association as set forth in Sections 8 and 9 hereof.

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

Section 3. Maximum Annual Assessments.

- (a) Until January 1, 1986 the maximum annual assessment shall be One Hundred Eighty Dollars (\$180.00) per Lot, payable monthly in installments of Fifteen Dollars (\$15.00) per month.
- (b) From and after January 1, 1986, by vote of the Board of Directors, the maximum annual assessments may be increased each year above the maximum assessments for the previous year by not more than the percentage of increase in the cost of living as established in the Consumer Price Index or similar Index as reported by the Department of Commerce.
- (c) From and after January 1, 1986 the maximum annual assessments may be increased above the percentage of increase in the cost of living as established in the Consumer Price Index or similar Index aforesaid, by a vote of two – thirds (2/3) of each class members who are voting in person or by proxy, at a meeting duly called for this purpose, as provided in Article 5 herein.
- (d) The Board of Directors may fix the annual assessments at an amount not in excess of the maximums as herein set forth.
- (e) Notwithstanding any provision contained in the Declaration to the contrary, Declarant hereby covenants and agrees for the benefit of each Class A member to pay any and all expenses incurred by the Association during the Deficit Period (as term is hereinafter defined) in furtherance of its purposes to the extent that the annual and special assessments levied during the Deficit Period are insufficient to pay such expenses; provided, however, that at such time as the Declarant has paid what would equal one hundred percent (100%) of the assessments for its Lots which may receive the benefit of the reduced twenty-five percent (25%) assessment hereinabove referred to, then the Declarant shall only be obligated to pay any further assessments during that annual period in an amount equal to what would be due for such Lots had they been owned by a

Class A member. As used herein, the term "Deficit Period" shall mean that period of time commencing on the date of recordation of this Declaration and ending on the date on which the Class B membership lapses and becomes a nullity in accordance with the provisions of this Declaration.

Section 4. Special Assessments. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to any one year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Property, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of each class of members who are voting in person or by proxy at a meeting duly called for this purpose as provided in Article IV, Section 5, herein. However, pursuant to the provisions of the Frederick City Zoning Ordinance, in the event of unforeseen or special circumstances or an unanticipated budget deficit, the Board of Directors may levy a special assessment to meet such circumstances or deficit without the necessity of obtaining the assent of the membership of the Association as provided immediately above.

Section 5. Notice for Certain Actions Authorized Under Sections 3 and 4. Written notice of any meeting called, in accordance with the By-Laws of the Association, for the purpose of taking any action authorized under Sections 3 or 4, which requires the assent of two-thirds (2/3) of the members voting, shall be sent to all members not less than thirty (30) nor more than sixty (60) day in advance of the meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate within each class of membership and may be collected on a monthly, quarterly or annual basis, as the Board of Directors shall determine.

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

Section 8. Effect of Non-Payment of Assessments; Remedies of the

Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eight percent (8%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same; or the Association may foreclose the lien against the Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common area or abandonment of his Lot.

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

ARTICLE V

Environmental Protection

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors and the Association. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after receipt of said plans and specifications, approval will not be required and the Article will be deemed to have been fully complied with. Nothing in the Article V shall be construed to permit any review of architectural and building decisions made by the Declarant with respect to any Lot. In carrying out the provisions of the Article V, of Article VI or any other Article of this Declaration and of any of the rules and regulations adopted and promulgated pursuant to the provisions thereof, the Board of Directors and/or the Declarant during the period of development, or their respective agents, employees, successors and assigns, may come upon any Lot during reasonable hours for the purpose of enforcing and administering those provisions or rules and regulations; provided, however, that except in the case of any emergency, no entry shall be made except upon five (5) days' written notice to the member or members affected thereby to correct the deficiency. No one entering any such Lot for these purposes shall be deemed to have committed a trespass or wrongful or illegal act by reason of any such entry or inspection. Wherever any approval of the Board is required under the terms of this Declaration, such approval must be in writing.

ARTICLE VI

Maintenance

Section 1. Common Areas. The Association shall be responsible for the care and maintenance of the Common Areas, including both interiors and exteriors of the structures erected thereon; and shall also be responsible for the care, maintenance and replacement of

property, including utilities in the Common Areas and/or which serve more than one Lot and including rights-of-ways dedicated to an appropriate governmental or quasi-governmental group or utility company where such group or company has not agreed to care for and maintain said property.

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

ARTICLE VII

Party Walls

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties 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 Maryland law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

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 the 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 of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provisions 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 5. Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article such disputes shall be referred to arbitration. Each party shall choose an arbitrator, and such arbitrators shall choose an additional arbitrator, and the decision shall be by a majority of all arbitrators, and shall be binding upon the parties. Pursuant to Maryland law, judgment upon the award of the arbitrators may be maintained in any court of law with jurisdiction thereupon.

ARTICLE VIII

Use Restrictions

The following shall be restrictions on the use of the Property which shall run with and bind the land.

- (a) None of the Lots shall be used for any purpose other than for residential use, unless permitted by Zoning Regulations and other applicable laws. No profession or home industry shall be conducted in or on any part of a Lot or in any improvement thereon on the property unless permitted by Zoning Regulations and other applicable laws; provided, however, that the use restrictions set forth in this subparagraph (a), do not apply to the Declarant.
- (b) No noxious or offensive activity shall be carried upon any Lot nor shall anything be done thereon which may become a nuisance to the neighbors.
- (c) Roof top television and other antennas shall not be permitted except with the prior written approval of the Board of Directors, which approval shall be given only when it is determined that reasonably good television reception cannot be obtained without such an antenna.
- (d) No amateur radio transmission antenna shall be constructed anywhere on the Property until plans for the same have been submitted to and approved by the Board of Directors. The plan shall show location, height and configuration of the equipment and, if approved, shall be construed in such a manner as not to present any electrical hazard to any person around, near or upon said antenna. The applicant shall also present affidavits from all owners within 100 feet of his dwelling stating that they have no objection to such installation. This provision does not obligate the Board to approve any such antennas.
- (e) No junk vehicle or vehicle on which current registration plates are not displayed, trailer, tractor trailer, truck, camper, camp truck, house trailer, boat, boat trailer, van or the like shall be kept upon the Property, nor shall the repair or ordinary maintenance of automobiles or other vehicles be carried out on the Property, except that small trucks and vans, weighing not more than three-quarters (3/4) of a ton, may be parked in properly designated parking areas.
- (f) No temporary building, tent, trailer, garage or shed shall be permitted on the Property except small tool sheds which shall be permitted only with the prior written approval of the Board of Directors.
- (g) No sign of any kind other than those of the Declarant, builder or their designated agent, shall be displayed to the public view on any Lot except that one sign of not more than four (4) square feet advertising the Lot for sale or rent will be permitted.
- (h) No trees having a diameter of six (6) inches or more (measured at a point two feet above ground level) except during initial construction shall be removed from any Lot without the express written authorization of the Board of Directors unless properly authorized by an appropriate governmental authority. The Board, in its discretion, may adopt and promulgate rules and regulations regarding the preservation of trees and other natural

resources and wild life upon the Property. It shall be deemed appropriate, the Board may mark certain trees, regardless of size, as not removable without written authorization.

- (i) 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 the Property, except that this shall not prohibit the keeping of a maximum of two (2) dogs and/or cats as domestic pets, provided that they are not kept or maintained for commercial purposes or for breeding. Pets shall not be permitted on the Common Areas unless accompanied by an adult, and unless they are leashed. Any Owner who keeps or maintains any pet on any portion of the Property shall be deemed to have indemnified and agreed to hold harmless the Association, each of the Owners and the Declarant from any loss, claim or liability of any kind or character whatsoever arising by reason of keeping or maintaining such pet. All pets shall be registered with the Board of Directors, and shall otherwise be registered and inoculated as required by law. The Board of Directors shall have the right to order any person whose pet is a nuisance to remove such pet from the Property, and the Board of Directors will have the exclusive authority to declare any pet a nuisance.
- (j) No lumber, materials, bulk materials, refuse or trash shall be kept, stored or allowed to accumulate on any Lot except building materials during the course of construction, maintenance or repair by the Declarant. Trash, garbage or other waste shall not be kept except in sanitary containers and such shall not be visible from the streets. All containers or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.
- (k) No water pipe, gas pipe, sewer pipe or drainage pipe shall be installed or maintained on any Lot above the surface of the ground. Easements through and over Lots have been reserved for sewers, drainage and utility installations and maintenance for such purposes and uses as are shown on the Development Plan and/or any subdivision plat for the Property. Within these easements, no structure, planting or material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The Declarant, its agents, successors and assigns, shall have the right to enter upon all parts of the easement area for each Lot for any of the purposes for which said easements and rights-of-way are reserved. The Declarant shall also have the right at the time of, or after, grading any street, driveway or parking area, or any part thereof, to enter upon any abutting Lot and grade the portion of such Lot adjacent to such street, driveway or parking area, but there shall be no obligation on the Declarant to do such grading, unless otherwise properly required to do so by an appropriate government authority. The Declarant shall further have the right to establish contiguous five (5) foot drainage easements on any two adjacent lots if it is deemed necessary in the sole discretion of the Declarant.
- (l) All Common Areas may be used for, and only for, parks and recreational purposes, parking, trash storage and collection, ingress and egress, and for utilities, including, but not limited to, storm water and sanitary sewers, telephone, water, gas, electricity and cable T.V., and for such other purposes authorized by the Association or its Board of Directors, subject to the provision of this Declaration.
- (m) The rights and duties with respect to sanitary sewer and water, cable T.V., electricity, gas and telephone lines and facilities shall be governed by the following:
 - (i) Whenever water, sanitary sewer, electricity, gas, cable T.V. or telephone connections, lines, cables or any portion thereof, are or have been installed within the Property, the Owner of any Lot, or the Association shall have the right, and are

hereby granted an easement to the extent necessary therefore, to enter upon or have a utility company enter upon any portion of the Property in which said installation lie, to repair, replace and generally maintain said installations.

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

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

- (n) Easements over the Property for the installation and maintenance of electric, telephone, cable T.V., water, gas, drainage and sanitary sewer lines and facilities and the like are hereby reserved by Declarant, together with the right to grant and transfer the same during such time that Declarant is the Owner of the Property. Declarant also reserves the right to enter upon the Common Areas and Lots for the purpose of completing the improvements thereon, and for the further purpose of carrying out any obligation which it may have, or assume, with respect to the curing of any defects in workmanship or materials in the Property or the improvements thereon or to correct any condition which adversely affects the Property or any portion thereof.
- (o) No clothing or any other household fabric shall be hung in the open on or about the Property.
- (p) The Board of Directors shall have the right to enter upon any Lot and trim or prune, at the expense of the Owner, any hedge or other planting which in the opinion of the Board, by reason of its location upon the Lot or the height to which it is permitted to grow, is unreasonably detrimental to the adjoining property or obscures the view of street traffic or is unattractive in appearance; provided, however, that the Owner shall be given fifteen (15) days' prior written notice to correct the problem. The Association may bring an action at law against the Owner personally obligated to pay same; or the Association may foreclose the lien against the Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.
- (q) No unlawful use shall be made of any portion of the Property, and all laws, zoning and other ordinances and regulations of governmental and other municipal bodies and the like shall be observed at all times.
- (r) Nothing contained in this Article VIII shall be construed to limit in any way the rights and powers of the Board of Directors to approve or disapprove the erection of buildings, fences, walls or other structures or of changes or alterations to the Property, as more fully provided in Article V hereof.
- (s) Nothing contained in this Declaration shall be construed to in any way limit the right of the Declarant to use any Lot owned by Declarant for the purposes of a construction office, sales office, executive and/or management office and/or for model and display purposes.
- (t) No fence may be approved by the Board of Directors unless said fence meets all of the following characteristics: it shall be made of wood, stained its natural color or painted

white, be no more than forty-eight (48) inches in height, be within the property lines of the Lot on which it is proposed to be located, and be entirely to the rear of the rearmost portion of the house located on said Lot. Any fence constructed by the Declarant for architectural purpose in front of the house can be replaced, repaired or reconstructed with like materials, but the fence in front of the house cannot be extended in length, changed or enlarged, without approval of the Board of Directors.

- (u) Declarant reserves the right to place electric and/or other utility meters on the exterior of any improvement which may be located on any Lot which may be located within the Property. Said meters may serve the improvements to which they are attached, and may serve other improvements located within the Property. A perpetual easement running with each Lot shall exist for the placement of such electric and other utility meters on the exterior of the improvements located on said Lots.

ARTICLE IX

Annexation

So long as there are Class B members of the Association, additional property may be annexed to the described property on Exhibit A without the assent of the Class A members of the Association, if any. The scheme of the within Covenants, Conditions and Restrictions shall not, however, be extended to include any such additional property unless and until the same is annexed to the real property described on "EXHIBIT A " as hereinafter provided.

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

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

ARTICLE X

Cross Easements

Declarant reserves the right to subject the Common Areas to easements for use in common with others of all or portions of the Property and the tenants and invitees of such owners, but said Common Areas at all times may be used only for the purposes as provided in this Declaration. No grant of such an easement shall take place more than twenty (20) years following the date hereof.

ARTICLE XI

General Provisions

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

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

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

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

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

ARTICLE XII

Additional Rights of Declarant

In view of the fact that the construction of Hillcrest Orchards, Section 7-A Community is one which will take Declarant several years to complete, Declarant, in addition to all right reserved to it under this Declaration, and notwithstanding any other provisions of the Declarations specifically reserves the right to use any and all portions of the Property, including Common Area which may have previously been conveyed to the Association for all reasonable purposes necessary or appropriate to the full and final completion of construction of the Hillcrest Orchards, Section 7-A Community. Specifically, none of the provisions concerning architectural review shall in any way apply to any aspect of the Declarant's activities or construction and notwithstanding any provisions of this Declaration, none of the aforesaid construction activities or any other activities associated with constructions, sales management or administration of the Hillcrest Orchards, Section 7-A Community shall be deemed noxious, offensive or a nuisance. Declarant reserves the right to store material, construction debris and trash during the construction period on the Property without keeping same in containers. Declarant shall restore all area of the Property used for any of the purposes set forth hereinabove to their original finished conditions (as required in the approved sit plan) as nearly as practicable.

IN WITNESS WHEREOF, the undersigned being the Declarant herein, has hereunto caused the execution of these presents this ____ day of ____, 1985.

WITNESS:

ELLROSE CORPORATION

By: _____ (SEAL)

Donald G. Saccardi, President

STATE OF MARYLAND, COUNTY, TO-WIT:

I HEREBY CERTIFY that on this ____ day of _____, 1985, before me, the subscriber, a Notary Public of the State and Country aforesaid, personally appeared Donald G. Saccardi, the President of Ellrose Corporations, and he made oath in due form of law that h is executing this Declaration of Covenants, Conditions and Restrictions on behalf of said Corporation for the purposes therein contained.

WINESS my hand and Notarial Seal.

Notary Public

My Commission Expires:

EXHIBIT A

Lots numbered One (1) through and including Twenty-Eight (28) and Parcels A and B in a subdivision know as "PLAT ONE-SECTION 7-A, HILLCREST ORCHARDS" as per plat thereof recorded in Plat Book 28, at page 195, being one of the Land Records of Frederick County, Maryland.

AND

Lots numbered Twenty-Nine (29) through and including Eighty (80) and Parcels C, D and E in a subdivision known as "PLAT TWO – SECTION 7-A, HILLCREST ORCHARDS" as per plat thereof recorded in Plat Book 30, at page 133, being one of the Land Records of Frederick County, Maryland.

EXHIBIT B

Common Area

Parcels A and B in a subdivision know as "PLAT ONE – SECTION 7-A, HILLCREST ORCHARDS" as per plat thereof recorded in Plat Book 28, at page 195, being one of the Land Records of Frederick County, Maryland.

AND

Parcels C, D and E in a subdivision know as "PLAT TWO – SECTION 7-A, HILLCREST ORCHARDS" as per plat thereof recorded in Plat Book 30, at page 133, being on the Land Records of Frederick County, Maryland.

AFTER RECORDING RETURN TO:

RIDGWAY & GRIFFIN, CHARTERED
P.O. BOX 2088
6177 EXECUTIVE BLVD.
ROCKVILLE, MARYLAND 20852

INDEXED

SUPPLEMENTARY DECLARATION

THIS SUPPLEMENTARY DECLARATION of Covenants, Conditions, and Restrictions, made this _____ day of _____, 1985, by THE RYLAND GROUP, INC.

WHEREAS, the undersigned is/are the owner (s) of the following described property (the "Property"):

SEE ATTACHED SCHEDULE A

AND WHEREAS, it is the undersigned's desire to subject the property to the Declaration of Covenants, Conditions, and Restrictions for Hillcrest Orchards, Section 7-A (the "Declaration") recorded in Liber _____, folio _____, among the Land Records of Frederick County, Maryland.

NOW, THEREFORE, the undersigned hereby declare (s) that the Property shall be held, sold, and conveyed subject to the easements, restrictions, covenants, and conditions created in the Declaration which shall be binding on and inure to the benefit of all parties having any right, title, or interest in the Property.

IN TESTIMONY WHEREOF, The Ryland Group, Inc., has caused these presents to be signed by its Vice President, Timothy R. Doyle, who has been appointed attorney-in-fact for the corporation to execute the Supplementary Declaration.

THE RYLAND GROUP, INC.

By: _____ (SEAL)

Timothy R. Doyle, Vice President

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

I HEREBY CERTIFY that on this _____ day of _____, 1985, before me, the undersigned notary public, personally appeared Timothy R. Doyle who acknowledged himself to be the Vice-President of The Ryland Group, Inc., and that he as such Vice-President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such Vice-President.

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

Notary Public

My commission Expires:

THIS DEED, made this 24 day of May, 1985, between ELLROSE CORPORATION, Party of the First Part, and DAVID LANE HOMEOWNERS ASSOCIATION, INC., a Maryland non-stock corporation, Party of the Second Part.

WITNESSETH: That in consideration of and in accordance with and pursuant to the provisions of a certain Declaration of Covenants, Conditions and Restrictions for Hillcrest Orchards, Section 7-A recorded among the Land Records of Frederick County, Maryland, the said party of the First Part does grant and convey unto DAVID LANE HOMOWNERS ASSOCIATION, INC., a Maryland non-stock corporation, Party of the Second Part, its successors and assigns, in fee simple, all that parcel of ground situate, lying and being in Fredrick County, State of Maryland, and being described as follows, to-wit;
SEE SCHEDULE "A" ATTACHED

TOGETHER with the building and improvements thereupon erected, made or being; and all and every, the right, alleys, ways, waters, privileges, appurtenances, advantages, to the same belonging in anywise appertaining.

AND the said party of the First Part covenants that it will warrant specially the property hereby conveyed and that it will execute such further assurances of said land as may be requisite.

IN TESTIMONY WHEREOF, the said ELLROSE CORPORATION has caused these presents to be signed by its President Donald G. Saccardi who has been appointed attorney-in-fact for the corporation to execute this Deed.

ELLROSE CORPORATION
By: _____(seal)
Donald G. Saccardi, President

DISTRIC OF COLUMBIA, TO-WIT:

I HEREBY CERTIFY that on this 24th day of May, 1985, before me, the undersigned notary public, personally appeared Donald G. Saccardi who acknowledged himself to be the President of Ellrose Corporation, and that he as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such President.

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

Notary Public
My Commission Expires:
January 31, 1987

FREDERICK CITY, MARYLAND
TAX-WATER/SEWER PAYMENT REQUIRED
BETTY E. RICE, DIRECTOR OF FINANCE
DATE 6-13-85 PER GS

COUNTY & STATE TAX CERTIFICATION
_____ CO. TREAS.
DATE 6-13-85

PROPERTY TRANSFERRED
SUPERVISOR OF ASSESSMENTS
_____ 6-13-85

AFFIDAVIT OF CONSIDERATION

The undersigned hereby certifies under the penalties of perjury that there was no consideration paid or to be paid for the foregoing conveyance, and there were no mortgages or deeds of trust assumed by the Grantees.

ELLROSE CORPORAION

By: _____
James M. Griffin, Attorney for the Grantor

SCHEDULE "A"

(Common Area)

Parcels A and B in a subdivision know as "PLAT ONE – SECTION 7-A, HILLCREST ORCHARDS" as per plat thereof recorded in Plat Book 28, at page 195, being one of the Land Records of Frederick County, Maryland.

AND

Parcels C, D and E in a subdivision know as "PLAT TWO – SECTION 7-A, HILLCREST ORCHARDS" as per plat thereof recorded in Plat Book 30, at page 133, being on the Land Records of Frederick County, Maryland.

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, is made on the date hereinafter set forth by the undersigned lot owners, being not less than ninety percent (90%) of the lot owners of the real property subject to the below mentioned covenants, conditions and restrictions.

WITNESSETH:

WHEREAS, Ellrose Corporation caused to be recorded among the Land Records of Frederick county, Maryland, in Liber 1273, folio 116 a Declaration of Covenants, Conditions and restrictions (hereinafter referred to as "Declaration") subjection certain real property described herein to assessments, restrictions, covenants and conditions, with the governing body being the David Lane Homeowners Association, Inc., (hereinafter Homeowners Association); and,

WHEREAS, the lot owners desire to amend the said Declaration as provided for in Article XI, Section 3 of the said Declaration; and,

WHEREAS, the Homeowners Association is in agreement with the Amendments and has signed this Amendment to indicate its consent thereto; and,

WHEREAS, the Declaration requires the signature of not less than ninety percent (90%) of the lot owners to amend the Declaration, along with the Ellrose Corporation if it is a lot owner; and,

WHEREAS, ninety percent (90%) of the record lot owners desire to amend the Declaration as set forth below and are signing this Amendment to indicate their consent to same; and,

WHEREAS, the Ellrose Corporation has sold all of its' interest in and to the property in question and is not a lot owner and for that reason is not a signator hereto, and it is not required to be a signator hereto;

NOW, THEREFORE, the lot owners hereby amend the Declaration of Covenants, Conditions and Restrictions above mentioned as follows:

1. Article VIII, Use Restrictions is hereby amended by adding the additional Sections.

- (g) The owner of each lot shall be entitled to the use of two (2) parking spaces. At least one (1) space shall be permanently assigned to each unit, and shall be as near to and convenient to the unit as reasonable possible. The Association shall mark each assigned parking space in such a manner as to identify which unit it belongs to. The Association reserves the right to re-assign the parking space if it deems it to be necessary and in the best interests of the Association. The Association also has the right to assign parking stickers to the residents if it deems to be necessary. The Association has the right to tow any vehicle, which is not authorized to be in the assigned spaces, is parked in a space other than the one the vehicle is authorized to be parked in, or parked at any place other than a parking space.
- (v) Trash, garbage and/or other waste shall at all times be stored in a trash container as defined below. All trash containers shall be stored in trash container areas as designated by the Association. All trash containers shall be provided by and maintained by each resident in a clean and sanitary condition which shall include having the lid of the trash container secured thereon at all times. No resident shall use a trash container other than an approved trash container. An approved trash container shall be defined as; "a plastic or metal container designed for the storage of trash, garbage and/or other waste which includes a cover designed to and capable of fitting over the top of the container for the purpose of securing the same." Plastic trash bags or similar containers will not be acceptable as designated containers.

2. All other provisions of the said Declaration dated the day of February 20, 1985, and recorded among the Land Records of Frederic County, Maryland, in Liber 1273, folio 116 are hereby affirmed in their entirety.
3. Pursuant to Article XI, Section 3 of the Covenants, Conditions and Restrictions, these Amendments are effective upon recordation.

The below lot owners being at least ninety percent (90%) of the lot owners of the property subject to the Covenants, Conditions and Restrictions first above stated do hereby set their signatures and seals on the date in year below written beside their names.

WITNESS:

_____	Robert Alan Jackson (Seal)
_____	Jenny Ann Jackson Lot 3 1304 David Lane
_____	LaVern D. Rasmussen Lot 4, 1306
_____	Won S. Cho (Seal)
_____	Stella B. Cho Lot 17, 1329
_____	Kenneth Lee Wilkerson (Seal)
_____	Beth Palder Wilkerson Lot 15, 1325

_____ Secretary By _____ President

STATE OF MARLAND, COUNTY OF MONTGOMERY TO WIT:

I HEREBY CERTIFY, that on this 10th day of February, 1987, before me, the Subscriber, a Notary public in and for the State and County aforesaid, personally appeared LaVern D. Rosmussen, President of David Lane Homeowners Association, Inc. and he acknowledged the foregoing Amendments to Declaration of Covenants, Conditions and Restrictions to be the act and deed of said David Lane Homeowners Association, Inc. and that he is duly authorized to make this acknowledgement.

WITNESS my hand and Notarial Seal

Walter D. Hoffman Jr.

My Commission Expires; July 1, 1990

By-Laws

BY-LAWS OF DAVID LANE HOMEOWNERS ASSOCIATION, INC.

ARTICLE 1

NAME AND LOCATION: The name of the corporation is DAVID LANE HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the Association shall be at 16220 Frederick Road, Gaithersburg, Maryland 20988, but meetings of members and directors may be held at such places within the State of Maryland as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to David Lane Homeowners Association, Inc., its successors and assigns.

Section 2. "Property" shall mean and refer to the real property described in Exhibit A in the Declaration (hereinafter defined), and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the members of the Association. The Common Area to be owned by the Association at the time of conveyance of the first Lot shall be the land described as Exhibit "B". The Common Area includes, but is not limited to, streets, parking lots, driveways, utilities and recreation areas.

Section 4. "Declaration" shall mean the declaration of Covenants, Conditions and Restrictions, dated _____ 1985, by the Ellrose Corporation recorded or to be recorded among the Land Records of Frederick County, Maryland, and Amendments and/or supplements thereto.

Section 5. "Declarant" shall mean and refer to Ellrose Corporation, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 6. "Lot" shall mean and refer to all numbered subdivided parcels shown on the Plat as an area for a single family residential dwelling or similar building (whether attached or detached) and shall not include drainage and/or utility easements or public streets or Common Areas.

ARTICLE III

MEMBERSHIP

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

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

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. As of and after the first annual meeting of members, the affairs of the Association shall be managed by a Board of five (5) directors who are members of the Association whose primary residence is in the community and are in good standing; prior to said meeting, the affairs of the Association shall be managed by the Directors named in the Articles of Incorporation.

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

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

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

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

ARTICLE V

MEETINGS OF DIRECTORS

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

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

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

ARTICLE VI

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting of the members, until the close of the next annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but no less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

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

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

- (a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;
- (b) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;
- (c) declare the office of a member of the board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and
- (d) employ a manager, an independent contractor and/or such other employees as they deem necessary, and to prescribe their duties.

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

- (a) Cause to be kept a complete record of all its acts and corporate affairs;
- (b) Supervise all officers, agents and employees of this Association and to see that their duties are properly performed;
- (c) As more fully provided in the Declaration to:
 - (1) fix the amount of the monthly assessment against each Lot based on an approved annual operating budget, at least thirty (30) days in advance of each fiscal year. The budget shall be based upon estimated expenses for the operation on the Association or, if available, actual expenses for the previous budget period adjusted for inflation and any surplus. The budget shall include an allowance for a contingency fund agreed

to at least 10% of estimated or actual expenses plus a capital asset replacement fund. The amount of the replacement fund component shall be base on the replacement value of all common properties and facilities and their expected life. The adequacy of the replacement fund shall e reviewed by a certified public accountant every 3 years following the date of transfer of the common area to be Association and said accountant's report shall be supplied to the City Treasurer;

- (2) send written notice of assessment to every owner subject thereto at least thirty (30) days in advance of the first day of each fiscal year during which monthly assessments shall be levied, and
 - (3) to foreclose the lien against any property for which assessments are not paid within thirty (30) days after the due date and/or to bring an action at law against the owner personally obligated to pay the same. The unpaid assessment shall bear interest from the date of delinquency at the rate of eight percent (8%); any judgment obtained for such delinquent assessment shall include such reasonable attorney's fee as may be fixed by the court together with the cost of the action;
- (d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
 - (e) procure and maintain adequate liability and hazard insurance on property owned by the Association;
 - (f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
 - (g) cause the Common Area and all other property owned by the Association to be preserved, operated and maintained in good order and repair and to establish reserves for such purposes if they deem it appropriate to do so;
 - (h) designate the different areas to be included in the annual operating budget, such as, but not limited to, (these are mere suggestions) capital improvement expenditure; reserve funds to use for the purpose of replacing capital assets (not for repairs):
 - (i) approve an annual operating budget which has been submitted and approved for adequacy by an independent certified accountant whose report shall be supplied to the City Treasurer.

ARTICLE VIII

COMMITTEES

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

Section 2. It shall be the duty of each committee to receive complaints from members on any matter involving Association functions, duties, and activities within its field of responsibility. It

shall dispose of such complaints, as it deems appropriate or refer them to such other committee, director or officer of the Association as it further concerned with the matter presented.

ARTICLE IX

MEETINGS OF MEMBERS

Section 1. Annual Meetings. The annual meetings of the members shall be held on the 1st day of March in Frederick at the hour of 7:00 o'clock, p.m., or such other time as may be determined by the directors. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour of the first day following which is not a Sunday or a legal holiday.

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

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

Section 4. Quorum. The presence at the meeting in person or by proxy of forty percent of the members entitled to vote shall constitute a quorum for any action except as otherwise provided in the Declaration, Articles of Incorporation or these By-Laws. If, however, such quorum shall not be present, in person or by proxy, or represented at any meeting, then, if the notice of such meeting stated that the procedure authorized by this Section might be invoked, the members present at such meeting, in person or by proxy, may by majority vote call a further meeting of the members for the same purpose. Fifteen (15) day's notice of the time, place and purpose of such further meeting shall be given by advertisements inserted in a newspaper published in the county in which is located the principal office of the Association. At such meetings, 20% of members entitled to vote, in person or by proxy, shall constitute a quorum and by majority vote of those present (unless a different percentage shall be required for any specific action in the Declaration, Articles of Incorporation or these By-Laws), in person or by proxy, may approve or authorize the proposed

action and taken any action which might have been taken at the original meeting if a sufficient number of members had been present; and the notice of such further meeting shall so state.

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

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

ARTICLE X

OFFICERS AND THEIR DUTIES

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

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

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

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

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

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

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

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

President

- (a) The President shall preside at all meetings of the Board of Directors and at all meetings of the members; shall see that orders and resolutions of the Board and the membership are carried out; shall sign all leases, mortgages, deeds and other written instruments; and shall co-sign all check and promissory notes; shall prepare an annual operating budget and a proposed dues structure for submission to the annual meeting.

Vice-President

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

Secretary

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

Treasurer

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

ARTICLE XI

BOOKS AND RECORDS

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

ARTICLE XII

CORPORATE SEAL

The seal of the Association shall be circular in form with the name of the Association and "Maryland" inscribed around the outer edge, and in the center shall be inscribed "Incorporated 1985".

ARTICLE XIII

AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of members present (in person or by proxy) and voting. Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XIV

MISCELLANEOUS

The fiscal year of the Association shall begin on the 1st day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

EXHIBIT A

Lots numbered one (1) through and including Twenty-Eight (28) and parcels A and B in a subdivision know as “Plat ONE SECTION 7-A, HILLCREST ORCHARDS” as per plat thereof recorded in Plat Book 28, at page 195, being one of the Land Records of Frederick County, Maryland.

AND

Lots numbered Twenty-Nine (29) through and including Eighty (80) and Parcels C, D, and E in a subdivision known as “PLAT TWO- SECTION 7-A, HILLCREST ORCHARDS” as plat thereof recorded in Plat Book 30 at page 133, being on the Land Records of Frederick County, Maryland.

EXHIBIT B

(COMMON AREA)

Parcels A and B in a subdivision know as “Plat ONE SECTION 7-A, HILLCREST ORCHARDS” as per plat thereof recorded in Plat Book 28, at page 195, being one of the Land Records of Frederick County, Maryland.

AND

Parcels C, D and E in a subdivision known as “PLAT TWO- SECTION 7-A, HILLCREST ORCHARDS” as plat thereof recorded in Plat Book 30 at page 133, being on the Land Records of Frederick County, Maryland.

**AMENDMENT TO BYLAWS OF DAVID LANE HOMEOWNERS
ASSOCIATION, INC.**

I HEREBY CERTIFY THAT I AM THE DULY ELECTED AND QUALIFIED secretary of David Lane Homeowners Association, Inc. and the keeper of the Records and Corporate Seal of the Corporation and that the following is a true and correct copy of an Amendment to Article X, Section 8(d) of the Bylaws of the Corporation and that this Amendment was adopted at the annual meeting of the David Lane Homeowners Association which was held at West Frederick Middle School, Frederick, Maryland, 21701, on March 2, 1987, at 7:00 P.M. in accordance with the bylaws of the Corporation. This Amendment to the Bylaws was effective upon approval.

**BYLAWS
Article X
Section 8 (d)**

Treasurer

“The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as and promissory notes of the Association; keep proper books of account, cause an annual audit, review, or compilation of the Association’s books to be made by an outside certified public accountant at the completion of each fiscal year; and shall prepare an annual budget and statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members. The Treasurer shall cause an audit to be made by and outside certified public accountant if there is a change in the management agent.”

IN WITNESS WHEREOF, I have hereunto fixed my name as Secretary and have caused the Corporate Seal of said Corporation to be hereto affixed the 23rd day of March, 1987.

DAVID LANE HOMEOWNERS ASSOCIATION, INC.

BY _____

(Michael R. Blake)

Secretary

CORPORATE SEAL

AMENDMENT TO BYLAWS OF DAVID LANE HOMEOWNERS ASSOCIATION, INC.

I HEREBY CERTIFY THAT I AM THE DULY ELECTED AND QUALIFIED secretary of David Lane Homeowners Association, Inc. and the keeper of the Records and Corporate Seal of the Corporation and that the following is a true and correct copy of an Amendment to Article IV, Section 1; Article VI, Section 1; Article VII, Section 1 (c); Article VII, Section 2 (c) (3) and Article IX, Section 4 of the Bylaws of the Corporation and that this Amendment was adopted at the annual meeting of the David Lane Homeowners Association which was held at Hillcrest Elementary School, Frederick, Maryland, 21703, on April 18th, 2005, at 7:30 P.M. in accordance with the bylaws of the Corporation. This Amendment to the Bylaws was effective upon approval.

BYLAWS

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. As of and after the first annual meeting of members, the affairs of the Association shall be managed by a Board of five (5) directors who are members of the Association whose primary residence is David Lane and are in good standing; prior to said meeting, the affairs of the Association shall be managed by the Directors named in the Articles of Incorporation.

ARTICLE VI

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting of the members, until the close of the next annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but no less than the number of vacancies that are to be filled. Such nominations may be made from among members of the Association.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. (c) declare the office of a member of the board of Directors to be vacant in the event such member shall have three (3) unexcused absences from regular meetings of the Board of Directors in the course of one (1) year period; and

Section 2. Duties.

- (c)
- (3) to foreclose the lien against any property for which assessments are not paid within thirty (30) days after the due date and/or to bring an action at law against the owner personally obligated to pay the same. The unpaid assessment shall bear interest from the date of delinquency at the rate of eight percent (8%). The board also reserves the right to impose a processing fee for any payment that is thirty (30) past due; any judgment obtained for such delinquent assessment shall include such reasonable attorney's fee as may be fixed by the court together with the cost of the action;

ARTICLE IX

MEETINGS OF MEMBERS

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

IN WITNESS WHEREOF, I have hereunto fixed my name as Secretary and have caused the Corporate Seal of said Corporation to be hereto affixed the 18th day of April, 2005.

DAVID LANE HOMEOWNERS ASSOCIATION, INC.

BY _____
Michelle Weatherhogg
Secretary

CORPORATE SEAL

Rules and Regulations

David Lane Homeowners Association, Inc.
Rules and Regulations

By the authority granted to the board of directors in the By-Laws of David Lane Homeowners Association, Inc. Article VII, powers and duties of the Board of Directors, Section 1. Powers. The Board of Directors shall have the powers to:

(a) Adopt and publish rules and regulations governing the use of common area and the facilities, and the personal conduct of the members and their guests there on, and to establish penalties for the infraction thereof. . .

Therefore, the Board of Directors of David Lane Homeowners Association Inc. hereby set forth the following guidelines.

The following guidelines are a compiling of all former documents making up the rules and regulations. This listing is to be considered the current governing list.

Once a violation of the covenants or any guidelines has been detected, the board assesses a fee based on the schedule below, and the household will have 30 days to correct the violation. After the 30 days, you'll be considered in violation and action will be taken.

Every resident is hereby charged with the duty to detect and report any violation of these and other guidelines and covenants to any member of the Board of Directors. This is done to keep the community that we all live in clean and beautiful. We all must take pride in the community, and the areas within. The Board of Directors wishes to make and keep the community of David Lane, an ideal community in which to live and raise a family.

Section 1. Architectural & Landscaping Guidelines

Article V of the declaration of covenants, conditions, and restrictions states that all modifications to the outside of your home, whether on your property or on the common property, must be approved, in writing, by the Board of Directors of the association, or by its designated committee.

If a modification is not given blanket approval in these guidelines, it certainly does not mean that the Board of Directors will not grant approval.

The Board of Directors cannot stress enough to the homeowners that items not granted blanket approval in this document must receive written approval. (Remember, a neighbor's modifications may not have been approved or your circumstances may be different. You must still obtain written approval.)

You may obtain a request for approval for construction improvements, etc. from the Management Company. All requests must be approved by three of the five Board members. Once a request has been approved, the Property Manager/ Board of Directors will notify you. If you've not received a written notice of approval within 30 days from request, you may consider your request approved. Remember, you're not to begin construction/modification until after you have received approval from the Board.

Remember that all additions, construction and/or modifications are subject to Frederick City/County regulations.

An appeals process is available for the residents who are not satisfied with the decision of the Board of Directors.

Blanket approval:

1. Plants, shrubs, and flowers not taller than 3 feet.
2. Picnic tables in the rear yard.
3. Decorative fencing to the height of 1 foot, around flower beds in the front yard, so long as they are constructed of one of the following: white picket, white wire, unpainted brick, railroad ties, landscape timbers and field stone.
4. Storm doors, painted white.
5. Doorknockers, deadbolt locks, and peepholes.
6. Porch lights (black or brass in color), door bells, and flags.
7. Hose caddies and/or carts.
8. Seasonal decorations may be displayed, but they should be removed within 30 days of the holiday.
9. Children's wading pools are permitted, but they must be emptied daily unless located within a completely fenced in yard. This is for the safety of the children of the community.

Please submit a request for approval for the following: please note that the following list is not intended to be all-inclusive, but a sample only.

1. Decks and patios.

2. Fences, sheds, and other outbuildings, subject to the guidelines listed below.
3. Outdoor fireplaces. (Please obtain city/county approval before submitting requests to the board)
4. Trees, of any size, in the front, side, or rear yards.
5. Alterations to the color of the siding, doors, and the trim.
6. Exterior antennas.
7. Dog houses.
8. Hot tubs and spas.

If you have any questions about a change to your property that is not covered in these guidelines, we suggest that you contact the Board of Directors or the Property Manager.

Fences, sheds and outbuildings:

Fences:

1. Approved design is for an unpainted, unstained, alternate board-on-board fence, as an extension of the privacy fence constructed by Ryland homes.
2. Your fence must be constructed on or within your property line.
3. The fence must be six (6) feet high, as is the privacy fence constructed by Ryland homes.
4. Fences must run along all sides of the rear property lines. End unit town houses may extend the fence along the side property with board approval.
5. The fence gate may be board on board or solid. You may not leave an open space instead of a gate. A gate is required.

Sheds and other outbuildings:

1. All sheds and outbuildings must be approved by the Board
2. Along with your request, please include a sketch indicating the proposed location of the shed or outbuildings on your plat.
3. The request must be submitted on the approved Architectural Change Request Form.

Modifications that require Board Approval

1. Room or window air conditioners.
2. Awnings.
3. Permanent clothes lines or clothes trees
4. Any exterior color changes.

Recommendations:

1. Consult with the Board of Directors when planning major landscape changes to your yard, particularly if those changes might affect drainage patterns.
2. If you purchase building materials, trees, etc. before receiving written approval, you are doing so at your own risk.

Use restrictions

By authority granted to the Board of Directors in the bylaws of The David Lane Homeowners Association, Inc., Article VII, Powers and Duties of the Board of Directors, 1. Powers. The Board of Directors shall have the powers to:

- (a) Adopt and publish rules and regulations governing the use of common area and the facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infractions thereof..

Article VIII of the Declaration of Covenants, Conditions and Restrictions, (1) all common areas may be used for, and only for, park and recreational purposes, parking, trash storage and collection, ingress and egress, utilities... and for such other purposes authorized by the Association or its Board of Directors, subject to provisions of this declaration.

Therefore, the Board of Directors of David Lane Homeowners Association, Inc. hereby set forth the following use restrictions relating to the use of the common areas, Street and parking areas, and trash storage areas.

The following guidelines are not intended to be all-inclusive, but a practical list on the use restrictions governing the use and care of the listed areas. These guidelines will apply to all members, tenants, and their guest.

Section 1. Common Areas

1. The large grassy common areas are the only designated and authorized play areas within the community of David Lane. The park provided by the City of Frederick at the corner of South McCain Drive and David Lane is also suggested.
2. The area around the green utility boxes are not play areas and will not be used as such, they can cause severe, permanent, and possibly irreversible injury to the children of our community.
3. After use of these areas, all trash and other debris will be cleaned up and placed in the proper place.
4. The grassy common areas will not be used by pet owners for the pets to void themselves of body waste. If this occurs, the owner/handler will be responsible for the removal of such matter.
5. All pets have to be leashed and licensed at all times. All collars must display the current rabies vaccinations tags.
6. The common area trees and shrubs shall not be climbed on or mistreated in any way.
7. Any damage caused to the common areas by resident or guest will result in a fine. In addition, if severe damage is incurred, the resident will pay for the repair or replacement of the damaged area, and be fined.

Section 2. Sidewalks, Parking and Street Areas

1. The use of skateboards and scooters are not permitted on the sidewalks. The riding of a bicycle on the sidewalks is permitted as long as the bicycle has less than 18-inch wheels. The bicycle riders need to pay attention to other people's property. Bicycles are not to be left unattended on the sidewalks.
2. All bicycles shall be registered with the city of Frederick Police Department.
3. Skateboard ramps will not be placed or maintained on any sidewalk, parking area or on the street.
4. The throwing of balls and other objects will not be permitted on the sidewalks or in the parking areas, and the streets. (The parents are reminded that they will be responsible for any and all damages caused by the child or guest.)
5. Vehicles are not permitted to be driven on, across, or parked on the sidewalks with out prior approval from the Board/Property Manager.
6. All trash and other debris shall be picked up and the area in front of your home be kept clear of trash.
7. Gas, electric, or battery powered Mini- motorcycles, mini-bikes, scooters, are not allowed on the sidewalks, parking areas or street.
8. Vehicles will be parked in designated parking spaces or areas. All others are subject to be towed at owners/drivers expense (Article VIII (d) of the covenants),
9. Each house is entitled to the use of two parking spaces. Anyone with more than two vehicles per household is subject to being towed at the owners/drivers expense (Article VIII (d) of the covenants)
10. All vehicles parking within David Lane shall display current registration plates affixed to the vehicle (Article VIII (d) of the covenants),
11. Motorcycle owners are requested to park their motorcycle, and one of their other vehicles in one space.
12. All residents must have a parking permit visible in the front window at all times.
13. All visitors must park in a marked visitors parking space.
14. Visitors must not utilize the same space for more than 72 hours unless granted a provision by the Property Manager
15. Visitor spaces are not for residents. Any violators will be tagged and towed.
16. If a replacement-parking permit is needed, please contact the Property Manager to obtain a replacement. There will be a replacement fee assessed.
17. Parking permits can only be used on authorized motor vehicles as per the covenants. No trailers, boats, etc are permitted in the development.
18. ANY VEHICLE PARKED WITHIN THE DEVELOPMENT EITHER IN A NUMBERED OR AN UN-NUMBERED SPACE WITHOUT A PARKING PERMIT WILL BE TOWED. TOWING WILL OCCUR ON A RANDOM BASIS. THIS IS TO BE CONSIDERED YOUR WARNING AND NO OTHER WARNINGS WILL BE ISSUED PRIOR TO TOWING.
19. There shall be no major work, on or repairing of vehicles in the streets and parking areas within David Lane (article VIII (d) of the covenants). The following list are the only minor repairs allowed to be completed in the development:
 - a. Oil and filter changes
 - b. Tune-ups (plugs wires, rotor filters: hoses and belts)
 - c. Brakes front and rear (the goal must be operational in four hours)
 - d. Removal of seats, replace exhaust, shock absorbers, struts, wheel bearings, manual fuel pumps, water pumps, valve cover gaskets motor/transit melts, tire change, rotation

The following list of repairs are NOT allowed to be completed in the development:

- a. Changing engines and or transmissions
 - b. Front/rear differential
 - c. Transmission service
 - d. Body repairs (painting, bondo standing)
 - e. In tank fuel pumps
20. A vehicle under repair must be mobile in four hours or less. Vehicle must be supported safely with jack stands or floor jack. No scissor jacks or hydraulic bottle type jacks. Any vehicle on jacks is not to be left unattended. This could be dangerous, especially to any children in the area.
21. All fluids must be disposed of properly, not on the ground, parking lot, trash storage areas or storm drains.

Section 3. Trash Storage Areas

1. Every household shall have at least one trash container, made of plastic or metal designed to contain trash.
2. Trash will not be placed within the trash storage areas in plastic bags, paper bags, cover box, etc., unless they are placed within an approved trash container. (Article VIII (v) of the covenants). All bags and boxes are to be securely sealed. Unsealed bags may result in littering.
3. Parents who send their children or guest to place trash into the trash storage areas will be responsible for any violation of littering caused by the children or guest.
4. Used motor oil and vehicle parts will not be placed within the trash storage areas.
5. The trash storage areas will not be used as play areas.
6. Littering of any type will not be permitted. Residents or their guests caught littering shall be the responsibility of the homeowner.
7. The disposal of bulk trash is not permitted in the development. The placement of bulk trash in the trash storage areas is only permitted on the day before the City of Frederick sponsors a bulk trash pickup.

Assessments and Fines

By the authority granted to the Board of Directors in the bylaws of David Lane, homeowners Association, Inc., Article VII powers and duties of the Board of Directors, section 1. Powers.

(a) Adopt and publish rules and regulations governing the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof... Therefore, the Board of Directors of David Lane Homeowners Association Inc., Hereby set forth the following monetary assessments for violation of the architectural guidelines and the use restrictions for the use of the common areas, sidewalks, parking, and street areas, and the trash storage areas.

The assessments will be added to the monthly assessments and will be due when the monthly assessments are due.

The assessments are from the Home Owners Association only and are separate from any fines that may be imposed by city/county/state/federal governments.

In addition to these fines, the homeowner will be responsible for the repair/replacement/disposal fees for any item/damage caused as a result of not complying with the rules and regulations set forth.

Assessments for violation of rules and regulations:

Violation	Assessment
Architectural and Landscaping guidelines:	
Failure to submit requests for modifications/construction	\$100
Failure to comply with other listed rules and regulations	\$50
Failure to maintain lawns, and landscaping	\$25 + Cost
Use Restrictions:	
Common areas:	
Pets in common Area without leash	\$25
Non-removal of Pet Waste	\$25
Driving on grassy common areas (Without written permission).	\$25
Littering within common areas	\$25
Disposing of bulk trash items (items not in trash containers)	\$200
Damage caused to the common areas by resident or guest	\$25 + Cost
Failure to comply with other listed rules and regulations	\$50
Sidewalk, parking, and street areas:	
Riding skateboards, scooters, or mini-motorcycles	\$25
Skateboard ramps, placement and maintenance	\$35
Playing in streets, throwing balls, other objects	\$50 + repair costs
Improperly parked vehicles, non-designated areas.	Towed
Towing results in separate fees charged by towing company and payable to the towing company	
More than two vehicles per house (two spaces)	Towed. + \$25 each vehicle above the 2 allowed
Expired tags on Vehicle parked in a lot	Towed
No valid HOA parking sticker displayed	Towed
Working on/or repairing of vehicles (Unauthorized repairs)	\$35
Driving on sidewalks (Without written permission).	\$25
Littering in the streets and parking areas	\$25
Failure to comply with other listed rules and regulations	\$50
Trash storage areas:	
Failure to have required trash container	\$35
Placing used motor oil/auto parts in trash storage areas	\$50 +Disposal fees
Littering (by self, child or guest)	\$25
Disposing of bulk trash items (items not in trash containers)	\$200
Failure to comply with other listed rules and regulations	\$50
General:	
Failed to correct violation of the rules and regulations within 30 days	\$50

after written notice	
Second or subsequent violation of the rules and regulations	Fine+ \$10
Violation of the declaration of covenants, conditions and restrictions	\$50
Late Payment of Dues – Late Processing Fee	\$15
Failure to comply with other listed rules and regulations	\$50