



**MONTPELIER WOODS HOMEOWNERS
ASSOCIATION. INC**

**P.O. Box 2645
LAUREL, MARYLAND 20709**

DECLARATION OF COVENANTS

November 1988

**DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS
OF THE IRWIN FAMILY**

THIS DECLARATION made this 19th day of August, 1977 by Felix M. Irwin, Jr., Maye H. Irwin, Jeanette I. Sims, Rose Irwin Hasty, Felicia M. Jackson, Eva Sue Cronin and Juanita I. Scarff, hereinafter collectively referred to as the "Irwin Family" and as the "Declarant";

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property in the MONTPELIER WOODS Subdivision, located in the Laurel District of Prince George's County, Maryland, which is more particularly described as follows:

Lots 47 through 50 inclusive, Block D; Lots 39 thru 74 inclusive, Block G; Lots 1 thru 7 inclusive, Block E; and Parcels Nos. 1, 2 and 3 as per plat of subdivision entitled "Plat One, Montpelier **Woods**", to be recorded among the Land Records of Prince George's County, Maryland, subsequent to the recordation of this Declaration which plat will make specific reference to this Declaration.

Lots 8 thru 54, inclusive, Block E; Lots 1 thru 23 inclusive, Block F; and Parcel No. 4 as per plat of subdivision entitled "Plat Two, Montpelier Wood s", to be recorded among the Land Records of Prince George's County, Maryland, subsequent to the recordation of this Declaration which plat will make specific reference to this Declaration.

Lots 1 through 14 inclusive, Block C; Lots 1 thru 46 inclusive, Block D; Lots 9-13 inclusive and 30-38 inclusive, Block G; Lots 1-4 inclusive, Block H, and Parcels. 5 and 6, as per plat of subdivision entitled "Plat Four, Montpelier **Woods**", to be recorded among the Land Records of Prince George's County, Maryland, subsequent to the recordation of this Declaration which plat will make specific reference to this Declaration.

Lots 14 thru 29 inclusive, Block G, and Parcel No. 7, as per plat of subdivision entitled "Plat Five, Montpelier Woods", to be recorded among the Land Records of Prince George's County, Maryland, subsequent to the recordation of this Declaration which plat will make specific reference to this Declaration. Parcel E is specifically excluded from the effect of this Declaration.

Lots 1 thru 8 inclusive, Block G; Lots 5 thru 72 inclusive, Block H; and Parcels Nos. 8 and 9, as per plat of subdivision entitled "Plat Six, Montpelier Woods", to be recorded among the Land Records of Prince George's County, Maryland, subsequent to the recordation of this Declaration which plat will make specific reference to this Declaration.

Lots 1 thru 40 inclusive, Block A and Parcels Nos. 10 and 11 as per plat of subdivision entitled "Plat Seven, Montpelier Woods", to be recorded among the Land Records of Prince George's County, Maryland, subsequent to the recordation of this Declaration which plat will make specific reference to this Declaration.

Lot 1, Block B is specifically excluded from the effect of this Declaration.

WHEREAS, Declarant will convey the said properties subject to the protective covenants, conditions, restrictions, reservations, liens and charges hereinafter set forth:

NOW, THEREFORE, Declarant hereby declares that all of the property described above 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 or acquiring any right, title or interest in the described properties or any part thereof; their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1, "Association" shall mean and refer to Montpelier Woods Homeowners Association, Inc., a Maryland 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 part of the Properties, including contract sellers, but excluding those having such interest merely as a security for the performance of an obligation.

Section 3, "Properties" shall mean and refer to that certain real property hereinabove described and Lots 75 through 94, inclusive, and parcels Nos. 12 and 13, as per a plat of resubdivision of Parcel "E: entitled "Plat Eight, Montpelier Woods", and such further additions thereto within Montpelier Woods as may hereafter be subjected to this Declaration, or any amendment or supplemental declarations.

Section 4, Common Area shall mean all real property now or hereafter owned by the Association for the common use and enjoyment of the owners. In order to be so designated, the property must be (a) shown on a recorded subdivision plat and included within the "Properties" by this Declaration or any amendment thereto; and (b) specifically designated as "Common Areas" by this Declaration or any amendment thereto. The Common Area to be owned by the Association at the following times is as follows:

- A. Parcels Nos. 1, 2, and 3 as per plat of subdivision entitled "Plat One, Montpelier Woods", as hereinbefore referenced, shall be conveyed to the Association prior to the conveyance of the first lot in said plat of subdivision.
- B. Parcel No. 4 as per plat of subdivision entitled "Plat Two, Montpelier Woods", as hereinbefore referenced, shall be conveyed to the Association to the conveyance of the first lot in said plat of subdivision.
- C. Parcels Nos. 5 and 6 as per plat of subdivision entitled "Plat Four, Montpelier Woods", as hereinbefore referenced, shall be conveyed to the Association prior to the conveyance of the first lot in said plat of subdivision.
- D. Parcel 7 as per plat of subdivision entitled "Plat Five, Montpelier Woods", as hereinbefore referenced, shall be conveyed to the Association prior to the conveyance of the first lot in said plat of subdivision.
- E. Parcels Nos. 8 and 9 as per plat of subdivision entitled "Plat Six, Montpelier Woods", as hereinbefore referenced, shall be conveyed to the Association prior to the conveyance of the first lot in said plat of subdivision.

F. Parcels Nos. 10 and 11 as per plat of subdivision entitled "Plat Seven, Montpelier Woods," as hereinbefore referenced, shall be conveyed to the Association prior to the conveyance of the first lot in said plat of subdivision.

G. Parcels Nos. 12 and 13 as per plat of resubdivision of Parcel "E" entitled "Plat Eight, Montpelier Woods," as hereinabove referenced, shall be conveyed to the Association concurrently with the execution of this Second Amendment.

Section 5. "Recreational Common Areas" shall mean the portion of the "Common Area" as shall be developed from time to time as footpaths or as recreational facilities to serve the residents of the "Properties".

Section 6. "Dwelling Unit" shall mean and refer to any building or portion of a building situated within the Properties and originally designated and intended for use and occupancy as residence by a single family.

Section 7. "Completed Dwelling Unit" shall mean a dwelling unit that has been first occupied as a dwelling, once occupied said dwelling unit shall thereafter be a completed dwelling unit regardless of its occupancy.

Section 8. "Lot" shall mean and refer to any plot or parcel of land included within the "Properties" and shown upon any recorded subdivision map or plat with the exception of the Common Area.

Section 9. "First Mortgagee" shall mean and refer to the holder of the first mortgage or deed of trust of any "Lot" which is improved by a "Dwelling Unit". .

Section 10. "Declarant" shall mean and refer to the "Irwin Family" as above described, the heirs, personal representatives, successors and assigns from any of the family members, the successors and assigns from the Irwin Family collectively including, but not limited to Pulte Home Corporation, a body corporate, at such time as such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 11. "Member" shall mean and refer to any person or entity who holds membership in the Association.

ARTICLE II

PROPERTY RIGHTS

Section 1, Owners' 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, subject to the following provisions:

(a) the right of the Association to suspend the voting rights and right to use of the Recreational Common Areas by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations.

(b) the right of the Association, in accordance with its Articles and By-Laws, to borrow for the purpose of improving the Common Area and Recreational Common Areas and in aid thereof to mortgage said property., and the rights of homeowners hereunder shall be subordinate to the rights of the mortgagee in said properties, provided however, that no

mortgage of the Common Area shall be valid or effective unless at least seventy-five (75%) percent of the first mortgagees (based upon one vote per mortgage) shall have given their prior written approval, and unless an instrument signed by members entitled to cast two-thirds of the votes of the Class A membership and two-thirds of the Class B membership, if any has been recorded, consenting to said mortgage;

(c) the right of the Association to take such steps as are reasonably necessary to protect the above-described property against mortgage default and/or foreclosures;

(d) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members or the Board of Directors. Except as hereinafter provided, no such dedication or transfer shall be effective unless at least seventy-five (75%) percent of the first mortgagees (based upon one vote per mortgage) shall have given their prior written approval and unless an instrument signed by members entitled to cast two-thirds of the votes of the Class A membership and two-thirds of the Class B membership, if any has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every member not less than 30 days nor more than 60 days in advance. Without the assent or signature of the membership being required, the Board of Directors shall have the right to grant such easements, rights of way, and licenses and to dedicate such streets and roads in and through the Common Area, as it shall from time to time deem necessary or desirable. Without the approval of first mortgagees being required, the Board of directors shall have the right to grant easements for public utilities or for other public purposes consistent with the intended use of Common Area and the Recreational Common Area;

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and Recreational Common Area to the members of his family, his tenants, or contract purchasers who reside on the property, and such other persons as may be permitted by the Association.

Section 3. Designation of Common Areas. The Declarant hereby covenants for itself, its successors and assigns, that as to all land subsequently annexed pursuant to ARTICLE XII Section 1, Declarant will within sixty (60) days after such annexation or annexations designate the Common Area, if any, included therein.

Section 4. Title to the Common Area. The Declarant hereby covenants for itself, its heirs and assigns that it will convey fee simple title to the herein designated Common Area, subject to all easements, covenants, conditions and restrictions of record, to the Association at the times specified in Article I, Section 4.

At the time Declarant designates the Common Area within any subsequently annexed land, it will establish a schedule for the conveyance of said Common Area to the Association, but notwithstanding any such schedule, the Declarant shall not later than January 1, 1983, convey fee simple title to all Common Areas to the Association, subject to all encumbrances, liens, easements, covenants and restrictions of record.

ARTICLE III

MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject to this Declaration of Covenants and any amendments hereto, including contract sellers, shall be a member of the Association. The foregoing is not intended to

include persons or entities who hold an interest merely as a security for the performance of an obligation. No Owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.

ARTICLE IV VOTING RIGHTS

The Association shall have two classes of voting membership:

CLASS A - Class A members shall be all those Owners as defined in Article II with the exception of Declarant, until such time as Declarant's membership is converted as hereinafter provided. Class A members shall be entitled to one vote for each Lot, in which said member holds the interest required for membership by Article III; provided, however, that, where more than one person holds such interest in any one lot, all such persons shall be members, the vote for such lot to be exercised as they themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

CLASS B - The Class B member shall be the Declarant The Class B member shall be entitled to three (3) votes for each Lot in which it holds the interest required for membership by Article ID; provided, however, that the Class B membership shall cease and be converted to Class A membership, with the voting rights therein applicable, upon the happening of either of the following events, whichever occurs earlier; (a) when the total votes outstanding in the Class A membership equal or exceed the total votes outstanding in the Class B membership, or (b) on January 1, 1983.

ARTICLE V COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1, Creation of the Lien and Personal obligation of Assessments, The Declarant, for each Lot owned by it within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association (1) the hereinafter provided applicable annual assessment or charge and (2) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each assessment, together with such interest, costs and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2, Purpose of Assessment, The assessments levied by the Association shall be used exclusively for the following purposes: the promotion of the recreation, health, safety and welfare of the residents in the Properties; the payment of all costs relating to the maintenance and operation of the Association; the operation, Improvement maintenance, replacement and repair of the Common Areas, the Recreational Common Areas, and the dwelling units situated with the "properties", including, but not limited to, the maintenance, improvement, and establishment of any pathways, parks, roads

and fences, and any and all other facilities located or established from time to time thereon and including the cost of all labor, equipment, materials, management, supervision and all other costs directly or indirectly incident thereto; the promotion, improvement and maintenance of the beautification of the Montpelier Woods Subdivision; the payment of any taxes or assessments levied from time to time by any lawful authority against the said Common Areas and Recreational Common Areas; the payment of all insurance from time to time carried on the Common Areas and Recreational Common Areas or the facilities located thereon; and the improvement and maintenance of the Properties, services and facilities devoted to the promotion of the health, recreation, safety and welfare of the residents in the Properties.

Section 3, Annual Assessment, (a) Until January 1 of the year immediately following the first conveyance of Common Area to the Association, the maximum annual assessment shall be twenty-five (\$25.00) and no/100 Dollars per lot improved by a completed dwelling unit, adjusted in accordance with Section 7 hereof.

(b) From and after January 1 of the year immediately following the first conveyance of the Common Area to the Association, the maximum annual assessment may be increased each year by an amount not more than either five (5%) percent above the maximum assessment for the previous year or the percentage increase in the previous year in the consumer price index (U.S. Bureau of Labor Statistics, Consumer Price Index, "All Items United States", or a substitute index) whichever is greater, without a vote of the membership.

(c) From and after January 1 of the year immediately following the first conveyance of the Common Area to the Association, the maximum annual assessment may be increased above either five (5%) percent of the maximum assessment for the previous year or the consumer price index, whichever is greater, by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(d) Except as hereinafter provided in this section (d), there shall be no annual assessment on any Lot until it is improved by a completed Dwelling Unit. The assessment for each Lot shall be adjusted as of the first day of the month following the time when said unit becomes a completed dwelling unit From and after January 1, 1983, the annual assessments for all Lots, regardless of improvements, shall be fixed as the full amount established for a Lot which is improved by a completed Dwelling Unit.

(e) After consideration of (i) current maintenance costs, (ii) requirements for an adequate reserve fund for replacement of improvements on and to the Common Area and Recreational Common Area (iii) future needs of the Association, the Board of Directors may fix the annual assessment at an amount not in excess of the maximum for the said year.

(f) An adequate reserve fund for the replacement of the improvements on and to the Common Areas and Recreational Common Areas must be established and funded by the annual assessment.

Section 4, Special Assessments for Capital Improvements, In addition to the annual assessments authorized by Section 3 hereof, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a capital improvement upon the Common Areas and Recreational Common Areas, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of

each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

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

Section 6. Uniform Rate of Assessment. Except as provided in Section 3 hereof, annual assessments must be fixed at a uniform rate for all Lots. Special assessments must be fixed at a uniform rate for all Lots. There shall, however, be no rate adjustment due to Lot size. Annual assessments shall be payable monthly, semi-annually or annually in advance as determined from time to time by the Board of Directors.

Section 7. Date of Commencement of Annual and Special Assessments Due Dates. The annual assessments provided for herein shall commence as to each Lot within the Properties at such time as the dwelling unit that shall be located thereon shall be first occupied, thereafter said assessment shall be fully effective whether said dwelling unit be occupied or not; provided, however, that should no dwelling unit be constructed or erected on any said Lot or first occupied by January 1, 1983, the annual assessment herein provided for shall commence on January 1, 1983. In no event shall the annual assessments provided for herein commence prior to the first day of the month following the first conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the assessment year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. The due date of any special assessment authorized under Section 4 shall be fixed in the resolution authorizing such assessment. Written notice of the annual and special assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand at any time, furnish to Owner, to any mortgagee or to any contract purchaser a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A reasonable charge may be made by the Board for the issuance of these certificates except as to a first mortgage. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (3) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of six (6%) percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Property, and interest, costs and reasonable attorney's fee for any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgage. The lien of the assessments provided for herein shall be subordinate to the lien of any bona fide mortgage

or mortgages. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof, shall extinguish the lien for all such assessments as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof. The term mortgage or mortgages shall include Deed of Trust or Deeds of Trust.

Section 10. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created therein: (a) all properties dedicated to an accepted by a local public authority; (b) the Common Area. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

Section 11. Deficits in Annual Maintenance Costs. So long as Declarant shall maintain Class B membership, it shall pay annually to or for the benefit of the Association any current deficit which shall exist between the actual maintenance costs incurred by the Association for said year and annual maintenance assessments charged by the Association, pursuant to this Article V.

ARTICLE VI

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as part of the original construction of the homes upon the Property and placed on the dividing line between the Lots shall constitute a party wall, and to the extent not inconsistent with the provisions of this Article, the general rules of law of the State of Maryland regarding party walls and of liability for property damage due to negligent 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 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 the 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, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision of a majority of all arbitrators shall be final and conclusive of the question involved.

ARTICLE VII

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change (including but not limited to change of exterior house color) or alteration therein be made until the plans and specifications showing the nature, color, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to the harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural control committee composed of three (3) or more representatives appointed by the Board. The Board of Directors or its architectural control committee shall be permitted to make a reasonable charge for the review of any such plans and specifications. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. The construction undertaken by or at the direction of Declarant shall not be subject to the terms of this provision.

ARTICLE VIII

EXTERIOR MAINTENANCE

In the event an Owner of any Lot in the Properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, 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 parcel and to repair, maintain and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

ARTICLE IX

USE RESTRICTIONS

Section 1. Residential Use. The Dwelling Units shall be used exclusively for such purposes as shall be permitted from time to time by the Zoning Ordinances for Prince George's County.

ARTICLE X

EASEMENTS

The Properties herein described shall be subject to all easements and restrictions of record.

ARTICLE XI

COMMON AREA FACILITIES

Declarant covenants to construct a pathway of approximately 1400 lineal feet, four feet wide, with four inches of bituminous paving running from Parcel E, Plat Five "Montpelier Woods", across Parcel No. 7 Plat Five, "Montpelier Woods" and the adjoining

Parcel No., Plat One "Montpelier Woods" to Snowden Road. The pathway above described shall be constructed immediately after substantially all of the lots adjacent to the proposed pathway have been improved by dwelling houses or when, if ever, a school is constructed on Parcel E, whichever shall first occur.

ARTICLE XII

ANNEXATION OF ADDITIONAL PROPERTIES

Section 1. It is contemplated that Declarant may resubdivide and develop additional portions of the Montpelier Woods Subdivision, of Prince George's County, Maryland, all or part of which Declarant may wish to subject to the protective covenants, conditions, restrictions, reservation liens and charges herein set forth. For a period of ten years from the date of this Declaration, the Declarant shall be permitted, without the assent of Class A members being required, to from time to time annex to said Properties so much of the following described property as it shall subdivide for development and shall wish to have annexed:

Parcel E, as per plate entitled "Plat Five, Montpelier Woods", as hereinbefore referred.

Section 2. Annexation of all other additional property shall require the assent of two-thirds (2/3) of the Class A members and two-thirds (2/3) of the Class B members, if any, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting. The presence of members or of proxies entitled to cast **sixty** (60%) percent of the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth above, and the required quorum at such subsequent meeting shall be one-half (1/2) of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting. In the event that two-thirds (2/3) of the Class A membership or two-thirds (2/3) of the Class B membership are not present in person or by proxy, members not present may give their written assent to the action taken thereat.

ARTICLE XIII

GENERAL PROVISIONS

Section 1, Enforcement. The Association, or any Owner, or any first mortgagee 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 the 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 of the right to do so thereafter.

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

Section 3, Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 4. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. Except as hereinafter provided, this Declaration as from time to time amended and the covenants and the restrictions of this Declaration may be fully altered and/or amended during the first twenty (20) year period by an instrument signed by members entitled to cast not less than ninety (90%) percent of the total votes of the membership, and thereafter by an instrument signed by members entitled to cast not less than seventy-five (75%) percent of the total votes of the membership. In the event that any portion of the herein described properties or any portion of property hereafter annexed shall be financed by or shall be sought by Declarant to be financed by loans insured by the Veterans' Administration or the Federal Housing Administration or in the event that any loans secured by first mortgagee on any "Lots" and/or "Dwelling Units", are purchased by the Federal Home Loan Mortgage Corporation by the Federal National Mortgage Corporation or by a similar type organization, the Board of Directors of the Association may without the assent of the membership being required amend this Declaration and do such other acts as are necessary to comply with the requirements of the Veterans' Administration, the Federal Housing Administration, the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association or said similar type organization as the case may be. Any amendment must be properly recorded.

Section 5. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans' Administration, should same have a financial interest in the Properties arising out of initial financing to an Owner; dedication of Common Area, Amendments of the Declaration of Covenants, Conditions, and Restrictions (except such amendments as shall be required to annex additional property as per Article XII Section 1, which Amendment shall not require FHA or VA approval).

Section 6. First Mortgage Approval. Notwithstanding any provision of this Declaration or of the Articles of Incorporation or By-Laws of the Association or Laws of Maryland expressly or implied to the contrary, neither the membership of the Association nor the Board of Directors of the Association shall without the prior written approval of at least seventy-five (75%) percent of the first mortgagees (based upon one vote for each mortgage) be entitled to:

(1) by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer any Common Areas nor improvements thereon which are owned, directly or indirectly, by the Association.

The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Area by the Association shall not be deemed to transfer within the meaning of this clause;

(2) change the method of determining the obligations, assessments, or other charges which may be levied against any Owner;

(3) by act or omission change, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural control or the exterior appearance of Dwelling Units, the exterior maintenance of Dwelling Units, the maintenance of party walls of common fences and driveways, or the upkeep of lawns and plantings;

(4) fail to maintain Fire and Extended Coverage on insurable Common Area improvements on a current replacement cost basis in an amount not less than one hundred (100%) percent of the insurable value (based on current replacement cost);

(5) use hazard insurance proceeds for losses to any Common Area improvements for other than the repair, replacement OR reconstruction of such improvements;

(6) annexation of properties in addition to those permitted to be amended by Article XII, Section 1.

(7) amend this Declaration of Covenants, Conditions and Restrictions (except for annexation of properties authorized by Article XII Section 1.).

IN WITNESS WHEREOF, the said Irwin family has caused these presents to be executed by their duly appointed attorneys in fact, Felix M. Irwin, Jr. and Edgar Sims, Jr., as per Special Power of Attorney recorded among the Land Records for Prince George's County, Maryland.

Witness:

Declarant:

Felix M. Irwin, Jr.

BY LAWS
OF
MONTPELIER WOODS HOMEOWNERS ASSOCIATION, INC.
ARTICLE I

NAME AND LOCATION

The name of the corporation is Montpelier Woods Homeowners Association, Inc., hereinafter referred to as the "Association". Meetings of members and directors of the Association may be held at such places within the State of Maryland, County of Prince George's, as may from time to time be designated by the Board of Directors.

DEFINITIONS

Section 1. "Association" shall mean and refer to Montpelier Woods Homeowners Association, Inc. a Maryland 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 part of the Properties, including contract sellers, but excluding those having such interest merely as a security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions and such additions thereto within Montpelier Woods as may hereafter be subjected to the Declaration or any amendment or supplemental Declaration.

Section 4. "Common Area" shall mean all real property now or hereafter owned by the Association for the common use and enjoyment of the members of the Association.

Section 5. "Recreation Common Areas" shall mean that portion of the "Common Area" as shall be developed from time to time as footpaths or as recreation facilities to serve the residents of the Properties.

Section 6. "Dwelling Unit" shall mean any building or portion of a building situated within the Properties and originally designated and intended for use and occupancy as residence by a single family.

Section 7. "Completed Dwelling Unit" shall mean a dwelling unit that has been first occupied as a dwelling, once occupied said dwelling unit shall thereafter be a completed dwelling unit regardless of its occupancy.

Section 8. "Lot" shall mean and refer to any plot or parcel of land included within the Properties and shown upon any recorded subdivision map or plat with the exception of the Common Area.

Section 9. "Declarant" shall mean and refer to the Irwin Family, as described in the Declaration, the heirs, personal representatives, successors and assigns for any of the family members, the successors and assigns from the Irwin Family collectively, including but not

limited to Pulte Homes Corporation, a body corporate, at such time as such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development

Section 10. "Member" shall mean and refer to any person or entity who holds membership in the Association.

Section 11. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties dated August 19, 1977, and recorded among the Land Records of Prince George's County, Maryland, in Liber 4843 at folio 552 and any and all amendments and supplements thereto from time to time made and recorded.

ARTICLE ID

MEMBERSHIP

Section 1. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject to the Declaration and any amendments hereto, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as a security for the performance of an obligation. No owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.

Section 2. "The rights of membership are subject to the payment of the annual assessment levied by the Association, late payment charges as determined by the Board and such interests and costs as are authorized by the Declaration, the obligation of which assessments, charges and costs is imposed against each Owner and becomes a lien upon the property against which such assessments, charges and costs are made as provided by Article V of the Declaration.

Section 3. The membership rights of any person whose interest in the Properties is subject to assessments under Article ID, Section 2, hereof, whether or not he be personally obligated to pay such assessments, may be suspended by action of the Directors during the period when the assessment remains unpaid; but, upon payment of such assessments, his rights and privileges shall be automatically restored. If the Directors have adopted and published rules and regulations governing the use of the Common Areas and facilities, and the personal conduct of any person thereon, as provided in Article IX, Section 1, hereof, they may, in their discretion, suspend the rights of any such person for violation of such rules and regulations for a period not to exceed sixty (60) days.

Section 4. Any member may delegate his right of enjoyment to the Common Area and facilities to the members of his family, his tenants or contract purchasers who reside upon the Properties. Such member shall notify the Secretary in writing of the name of any such person and of the relationship of the member to such person. The rights and privileges of such person are subject to suspension under Article ID, Section 3, hereof to the same extent as those of the member.

ARTICLE IV

VOTING RIGHTS

The Association shall have two classes of voting membership:

CLASS A- Class A members shall be all those Owners as defined in Article III, Section 1, with the exception of Declarant, until such time as Declarant's membership is converted as hereinafter provided. Class A members shall be entitled to one vote for each Lot, in which said member holds the interest required for membership by Article ID; provided, however, that, where more than one person holds such interest in any one lot, all such persons shall be members, the vote for such lot to be exercised as they themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

CLASS B - The Class B member shall be the Declarant The Class B member shall be entitled to five (5) votes for each Lot in which it holds the interest required for membership by Article ID; provided, however, that the Class B membership shall cease and be converted to Class A membership, with the voting rights therein applicable, upon the happening of either of the following events, whichever occurs earlier; (a) when the total votes outstanding in the Class A membership equal or exceed the total votes outstanding in the Class B membership, or (b) on January 1, 1983.

ARTICLE V

MEETING OF MEMBERS

Section 1. An annual meeting of the members shall be held during the month of October on a day designated by the Board of Directors.

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

Section 3. Notice of any meetings of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting. Notice may be given to the member either personally, or by sending a copy of the notice through the mail, postage thereon fully prepaid to his address appearing on the books of the corporation. Each member shall register his address with the secretary, and notices of meetings shall be mailed to him at such address. Notice of any meeting regular or special shall be mailed at least ten (10) days in advance of the meeting. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting; provided, however, that if the business of any meeting shall involve any action governed by the Declaration, notice of such meeting shall be given and sent as therein provided.

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

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

ARTICLE VI

BOARD OF DIRECTORS

Section 1. The affairs of this Association shall be managed and controlled by a Board of Directors. The number of Directors shall be five (5), which number may be increased or decreased by Amendment to these Bylaws, but shall never be less than three (3). Said Directors shall be denominated as the Board of Directors.

Section 2. Vacancies on the Board of Directors shall be filled by the majority of remaining directors, any such appointed director to hold office until his successor is elected by the members, who may make such election at the next annual meeting of the members or at any special meeting duly called for that purpose.

Section 3. At each annual meeting, the members shall elect Directors, which Directors shall be elected for a term of one year.

Section 4. Any Director may be removed from the Board, with or without cause, by members of the Association entitled to cast a majority vote.

Section 5. No Director shall receive compensation for any service he may render to the Association in his capacity as Director. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 6. The Directors shall have the right to take any action in absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE VII

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination for election to the Board of Directors shall be made by a Nominating Committee. The Nominating Committee shall consist of a chairman, who shall be a member of the Board of Directors, and two or more members' representatives of members of the Association. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made first among members or non-members as the Committee in its discretion shall determine.

Section 2. Election to the Board of Directors shall be by 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 persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

Section 3. The new Directors shall be installed during the next meeting of the Board of Directors following their election.

ARTICLE VIII

MEETING OF DIRECTORS

Section 1. Regular, open meetings of the Board of Directors shall be held bi-monthly without notice (beginning February 2018 into perpetuity), on the fourth (4th) Monday of the month, at such place and hour as may be fixed from time to time by resolution of the Board. The Board may convene closed working/planning meetings as needed.

Section 2. Special meetings 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. 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 IX

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. 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,

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

(c) appoint and remove at pleasure all officers, agents and employees of the Association, prescribe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these By-Laws shall be construed to prohibit the employment of any member, officer or Director of the Association in any capacity whatsoever;

(d) establish, levy and assess, and collect the assessments or charges referred to in Article m ,Section 2, hereof;

(e) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same;

(f) borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said property;

(g) grant such easements, rights of way and licenses in and through the Common Area as it shall from time to time deem necessary or desirable;

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

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

(j) amend the Declaration in accordance with Article XIII, Section 4, thereof; and

(k) 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.

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

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

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

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

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

(2) send written notice of each assessment to every Owner subject thereto ;

(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; and

(f) cause the Common Area to be maintained.

Section 3. Liability and Indemnification of Officers and Directors. The Corporation shall indemnify every officer and director of the Corporation against any and all expenses, including counsel fees, reasonably incurred by or imposed upon any officer or director in connection with any action, suit or other proceeding (including the settlement of any such suit or proceeding if approved by the then Board of Directors of the Corporation) to which he may be made a party by reason of being or having been an officer or director at the time such expenses are incurred. The officers and directors of the Corporation shall not be liable to the members of the Corporation for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct, or bad faith. The officers and directors of the Corporation shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Corporation (except to that extent that such officers or directors may also be a member of the Corporation) and the Corporation shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director of the Corporation, or former officer or director of the Corporation may be entitled.

ARTICLE X

OFFICERS AND THEIR DUTIES

Section 1. 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. The officers shall be chosen by a majority vote of the Board of Directors.

Section 3. The officers of this Association shall hold office during the pleasure of the Board of Directors.

Section 4. The Board of Directors 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. The duties of the officers are as follows:

President

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

Vice-President

(b) The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act; and shall exercise and discharge such other duties as may be required of 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 papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members 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 accounts all monies of the Association. The treasurer shall keep proper books of account; shall prepare an annual budget; and shall prepare or cause to be prepared a statement of income and expenditures to be presented to the membership at its regular meeting.

ARTICLE XI

COMMITTEES

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

ARTICLE XII

BOOKS AND RECORDS

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 XIII

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: Montpelier Woods Homeowners Association, Inc., 1977, Corporate Seal, Maryland.

ARTICLE XIV

AMENDMENTS

Section 1. These By-Laws may be amended, altered, repealed, or added to at a regular meeting of the members or at any special meeting called for that purpose, by affirmative vote of a majority of a quorum of members present in person or by proxy. These By-Laws may also be amended, altered, repealed, or added to a regular or special meeting of the Board of Directors, by affirmative vote of a majority of the Directors.

Section 2. In the case of any conflict between the Articles of 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 XV

NOTICES

Notice required to be given under the provisions of these By-Laws to any director, officer or member shall not be construed to mean personal notice but may be given in writing by depositing the same in a post office or letter box, in a prepaid mailing, addressed to such member, officer or director at such address as appears on the books of the corporation, and such notice shall be deemed to be given at the time when the same shall be thus mailed. Any member, officer or director may waive, in writing, any notice required to be given under these By-Laws, whether before or after the time stated herein.

ARTICLE XVI

MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the thirty-first day of December of every year.

ARTICLES OF INCORPORATION

OF

MONTPELIER WOODS HOMEOWNERS ASSOCIATION, INC.

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned, have this day voluntarily associated ourselves together for the purpose of forming a nonstock corporation under the Laws of the State of Maryland, and to that end do hereby adopt Articles of Incorporation as follows:

ARTICLE I: The incorporators, Clarence L. Fossett, Jr. 10210 Greenbelt Road, Seabrook, Maryland 20801, George A. Brugger, 9009 Falls Chapel Way, Potomac, Maryland 20854, and John J. Sellinger, 10374 Eclipse Way, Columbia, Maryland 21044, are at least twenty-one years of age and do associate as incorporators with the intention of forming a corporation.

ARTICLE II: The name of the corporation is:
MONTPELIER WOODS HOMEOWNERS ASSOCIATION, INC.

ARTICLE ID: The nature of the business and the objects and purposes to be transacted, promoted and carried on are to do any or all of the things herein mentioned as fully and to the same extent as natural persons might or could do, and in any part of the world, viz:

To promote the recreation, health, safety and welfare of its members and the residents of the Montpelier Woods Subdivision of Prince George's County, Maryland; and to improve and maintain the property owned from time to time by the association including but not limited to the maintenance and improvement of the pathways and any and all other facilities located or established from time to time thereon; and to promote, improve and maintain the beautification of the Montpelier Woods Subdivision.

To have one or more offices and to conduct any or all of its operations and business and to promote its objects, within or without the State of Maryland, without restriction as to place or amount.

To do any or all of the things herein set forth as principal, agent, contractor, trustee or otherwise, alone or in company with others.

The object and purposes specified herein shall be regarded as independent objects and purposes and, except where otherwise expressed, shall be in no way limited nor restricted by reference to or inference from the terms of any other clause or paragraph of this certificate of incorporation.

The foregoing shall be construed both as objects and powers and the enumeration thereof shall not be held to limit or restrict in any manner the general powers conferred on this corporation by the laws of the State of Maryland.

ARTICLE IV: The post office address of the principal office of the corporation in the State of Maryland is 10210 Greenbelt Road, Seabrook, Prince George's County, Maryland. The name and post office address of the Resident Agent of the corporation in the State of Maryland is Clarence L. Fossett, Jr., 10210 Greenbelt Road, Seabrook, Maryland 20801 and said Resident Agent is an individual actually residing in this State.

ARTICLE V: This corporation is not authorized to issue capital stock nor to declare dividends and no other pecuniary profits shall be declared or paid to the members thereof.

ARTICLE VI: The number of directors of the corporation shall be three (3) which number may be increased or decreased pursuant to the by-laws of the corporation but shall never be less than three (3). Said directors shall be denominated as the Board of Directors and the names of the persons who shall act as the Board of Directors of the corporation until the first annual meeting are: Felix M. Irwin, Jr., L. Raymond Smith, and Clarence L. Fossett, Jr.

ARTICLE VII: This corporation is to have perpetual existence.

ARTICLE VID: The private property of the members shall not be subject to the payment of corporation debts to any extent whatever.

ARTICLE IX: In furtherance and not in limitation of the powers conferred by the laws of the State of Maryland, the Board of Directors is expressly authorized:

To make, alter, amend and repeal the by-laws;

To set apart out of any of the funds of the corporation available a reserve or reserves for any proper purpose and to alter or abolish any such reserve;

From time to time to determine whether and to what extent and at what times and places and under what conditions and regulations the books and accounts of this corporation shall be open to the inspection of the members and no member shall have any right to inspect any account, checkbook or document of the corporation except as conferred by law or authorized by resolution of the Board of Directors or of the membership.

ARTICLE X: The Board of Directors and the membership shall have the power to hold their meetings, to have an office or offices and to keep the books of the corporation inside or outside of the State of Maryland at such places as may from time to time be designated by the by-laws or by resolution of the Board of Directors.

ARTICLE XI: This corporation reserves the right to amend, alter, discharge or repeal any provision contained in these Articles in the manner now or hereafter prescribed by law and all rights conferred on the Board of Directors or the general officers of the corporation as created under appropriate provisions of the by-laws are granted subject to this reservation.