

**EUTAW FOREST
HOMEOWNER’S HANDBOOK**

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EUTAW FOREST HOME OWNERS ASSOCIATION HANDBOOK

ARTICLES OF INCORPORATION OF EUTAW FOREST HOMEOWNERS' ASSOCIATION, INC.

FIRST: The undersigned incorporator, William J. Argo, Jr., whose post office address is Charles Professional Building, Suite 511, Waldorf, Maryland 20601, being at least eighteen (18) years of age, hereby executes these Articles of Incorporation with the intention of forming a corporation under and by virtue of the General Laws of the State of Maryland.

SECOND: The name of the corporation (which is hereinafter called the "Association") is:

EUTAW FOREST HOMEOWNERS' ASSOCIATION, INC.

THIRD: the Association neither is nor formed for pecuniary gain or profit, direct or indirect, to itself or its members. The general purposes for which the Association is formed are as follows:

1. To provide for and to promote the health, safety, common good and social welfare of the owners of property in, and the residents of the Eutaw Forest Subdivision, Waldorf, Charles County, Maryland, a subdivision being developed by Berry Road Joint Venture (hereinafter referred to as the "Declarant"), (the "Property") described in a certain Declaration of Covenants, Conditions and Restrictions (hereinafter referred to as the "Eutaw Forest Declaration"), made by the Declarant, and filed for recording among the Land Records of Charles County, Maryland; and, to enhance and protect the value, desirability and attractiveness of the Eutaw Forest Subdivision and the permanent improvements thereon.

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

(a) To do any and all lawful things and acts within

its powers, as hereinafter set forth, which the Association from time to time may deem to be appropriate in order to benefit, aid, promote and provide for the peace, health, safety, convenience, comfort and general welfare of the owners of property in, and the residents of, the Eutaw Forest Subdivision.

(b) To assist the Declarant in the conduct of its activities and performance of its responsibilities relating to the operation, maintenance and development of community facilities and services within the Eutaw Forest Subdivision.

(c) To operate and maintain any and all property or facilities which it may acquire for the use and benefit of its members.

Solely in aid of the general and specific purposes of the Association, the Association shall have the following powers:

(a) To purchase, lease, hire, receive donations of, or otherwise acquire, hold, own, develop, improve, construct, alter, maintain, and operate, and to aid and subscribe toward the acquisition, development, improvement or alteration of real and personal property, and rights and privileges therein suitable or convenient for the purposes of the Association.

(b) To purchase, lease, hire, receive donations of, or otherwise acquire, by lawful means, hold, own, develop, erect, construct, alter, improve, manage, maintain, and operate, and to aid and subscribe toward the acquisition, construction or improvement of, systems, buildings, machinery, equipment and facilities and any other property or appliances which may appertain to or be useful in the accomplishment of the purposes of the Association.

(c) To impose, collect and disburse assessments in accordance with and subject to the provisions of the Eutaw Forest Declaration and to secure all unpaid assessments as provided therein.

(d) To solicit, receive and accept donations of money

or property or any interest in property from the Federal Government, the State of Maryland, Charles County or any subdivision, agency or instrumentality of any of them, or from any person or entity.

(e) To raise money for any particular facility or service which the Association proposes to provide or service which the Association proposes to provide by means of payment of special dues or special assessments by its members and to provide, operate and maintain, and supervise the use of any such facility or service upon the voluntary payment of such dues or assessments by its members.

(f) To make contracts, incur liabilities and borrow money and to issue bonds, notes or other obligations and secure the same by mortgage, pledge, assignment or deed of trust of all or any part of the property franchise or income owned by the Association and to guarantee the obligations of others in which it may be interested for the furtherance of the purposes of the Association.

(g) To have and exercise to the extent necessary or desirable for the accomplishment of the aforesaid specific purposes, and to the extent that they are not inconsistent with those general and specific purposes, (1) any and all powers expressly or impliedly conferred upon the Association by the terms of the Eutaw Forest Declaration; and (2) any and all powers conferred upon corporations of a similar character by the General Laws of the State of Maryland.

FOURTH: The post office address of the principal office of the Association in this state is: Charles Professional Building, Suite 511, Waldorf, Maryland, 20601. The name of the resident agent, whose address is the same as the address of the principal office of the Association is William J. Argo, Jr. Said resident agent is an individual actually residing in this State.

AMENDED: Current address of the Association is: EFHOA, PO Box 238, Pomfret, Maryland 20675.

FIFTH: The Association is not authorized to issue capital stock.

SIXTH: Each Owner of a lot which is subject to assessment shall automatically be a member of the Association.

1. Owners. "Owner" for the purposes of these Articles of Incorporation shall mean and refer to the holder of record title to the fee interest in any "Lot" within the Eutaw Forest Subdivision, whether or not such holder actually resides within any part of the Eutaw Forest Subdivision. "Lot" shall have the same meaning as in the Laurel Branch Declaration.

2. Person. "Person" shall refer to any individual, corporation, joint venture, partnership, association, joint stock company, trust, unincorporated organization, or government, or any agency or political subdivision thereof.

No Person shall remain a member of the Association after he ceases to own or hold the interest in a portion of the Eutaw Forest Subdivision which theretofore qualified him for membership under the provisions set forth above.

Contract sellers of any of the interests set forth above in connection with qualification for membership in the Association shall be members, but those having an interest merely as security for the performance of an obligation shall not be members.

There shall be no members of the Association other than those set forth in this Article.

Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

SEVENTH: 1. Every owner of a lot which is subject to assessment shall be a member of the Association.

2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot 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 determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B Membership shall cease on the happening of one of the following events, whichever occurs earlier:

(a) When the total outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership:

-or-

(b) On January 1, 1989.

3. Individual members must have reached their 18th birthday to be entitled to vote.

4. In no circumstances shall any Person (other than the Declarant pursuant to Paragraph 2 above) have more than one vote.

5. When any Lot or unit, share or membership or other interest in a cooperative or other similar entity as described in Article Sixth is owned or held by more than one Person as tenants by the entireties, joint tenants, tenants in common in or any other manner of joint or common ownership or interest, such Persons shall be collectively be entitled to only one vote relative to that Lot or unit, share, membership or other interest in a cooperative or similar entity. If such Persons cannot jointly agree as to how that vote should be cast, no vote shall be allowed with respect to such Lot or unit, share, membership or other interest in a cooperative or similar entity.

6. Any member who is determined by the Association Board to be in violation of the Eutaw Forest Declaration shall not be entitled to vote during any period in which such violation continues, and any member who fails to pay any assessment established by the Association, and the members of his immediate family, shall not be entitled to vote during any period in which such assessment is overdue and unpaid.

7. Except as specified in this paragraph and in Paragraph 8 immediately following, no member shall be entitled to assign his right to vote, by power of attorney, by proxy or otherwise. Subject to Paragraph 8 immediately following, no vote shall be valid unless cast in person by the individual member, provided, however, (i) that in the case of a corporate member, the vote may be cast by an appropriate officer of such corporation (ii) that in the case of joint or common ownership as set forth in Paragraph 5 of this Article Seventh, any one such person shall be entitled to cast the vote agreed upon by the joint owners or tenants with respect to the Lot or unit, share, membership or other interest in question.

8. On any matter submitted to the members for vote, any member entitled to vote may cast a vote or votes, without attending the meeting in question, by either of the following procedures, at his election:

(i) the member may sign a written proxy designating a particular individual to cast the member's vote on any issue coming before a particular meeting, which proxy shall be valid only with respect to the meeting specified therein; or

(ii) the member may file a written statement with the Association Board prior to the meeting in question, specifying the issue on which the member, intends to vote and that the member votes for or against the same.

Any vote cast under either of the procedures set forth in this Paragraph 8 shall have the same force and effect as if the member in question had appeared at the meeting and had cast his vote in person.

9. The Association Board shall adopt by-laws specifying, among other matters, the method by which it will be apprised of the names and addresses of all Owners and the restrictions, if any, on the vote to which each is entitled. The Association Board may adopt such other by-laws or regulations, consistent with the terms of the Eutaw Forest Declaration and these Articles of Incorporation, as it deems advisable for any meeting of members in regard to proof of membership in the Association, evidence of right to vote, appointment and duties of inspectors of votes, registration of members for voting purposes, and such other matters concerning the conduct of meetings and voting as it shall deem fit.

EIGHTH: The affairs of the Association shall be managed by a Board of Directions (referred to in these Articles of Incorporation as the "Association Board") who need not be members of the Association. The initial Association Board shall consist of five directors who shall hold office until the election of their successors. Beginning with the first annual meeting of the Association, the members, at each such annual meeting, shall elect the number of directors then specified in the by-laws, which number shall not be less than five. Directors need not be members of the Association. The names of those persons who shall comprise the initial Association Board and who are to act as directors until the election of their successors are:

William J. Argo, Jr.

Beverly Argo

Eugene D. Mattison

Sandra Mattison

Emerson Tarburton

NINTH: The following provisions are hereby adopted for the purpose of defining, limiting, and regulating the powers of the Association and of the directors and members:

1. Unless otherwise specified, terms employed in these Articles of Incorporation shall have the same meanings as in the Eutaw Forest Declaration.

2. Subject to the By-Laws of the Association, the Association may enter into contracts and transact business with any director or member or with any corporation, partnership, trust, or association of which any director or member is a stockholder, director, officer, partner, member, trustee, beneficiary, or employee or in which any director or member is otherwise interested. Except as otherwise provided in the By-Laws, such contract or transaction shall not be invalidated or in any way affected by the fact that such director or member has or may have an interest therein which is or might be adverse to the interests of the Association, provided that the fact of such interest shall be disclosed or known to the other directors or members acting upon such contract or transaction. Such director or member may be counted in determining the existence of a quorum at any meeting of the members or the Association Board which shall authorize any such contract or transaction, with the like force and effect as if he were not so interested.

3. Any contract, transaction or act of the Association or the Association Board which shall be ratified by a majority of the members of both classes of stock having voting powers and attending any annual meeting, or attending any special meeting called for such purpose, shall so far as permitted by law be as valid and as

binding as though ratified by every member of the Association, provided, that a quorum of members shall be present at any such meeting.

4. Any person who is serving or has served as a director, officer, or employee, or agent of the Association, may be indemnified by the Association, insofar as it is able, and insofar as the Association Board shall by resolution determine, against expense actually and necessarily incurred by him in connection with the defense of any action, suit or proceedings in which he is made a party by reason of having been such a director, officer, employee, agent, or member; such person shall be indemnified by the Association in relation to matters as to which such person is adjudged in such action, suit or proceeding to be liable for negligence or misconduct in the performance of duty.

5. The Association reserves the right to make from time to time and at any time any amendment to its Articles of Incorporation as then in effect which may now or may hereafter be authorized by law provided, however, that no amendment shall be made without the assent of seventy-five percent (75%) of the entire membership.

6. The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, trust or other organization to be devoted to such similar purposes.

7. The Association Board may from time to time establish assessments to be payable by the members of the Association, in accordance with the provisions of the Eutaw Forest Declaration.

8. Prior to exercising the right granted to the Association hereunder to place mortgages or deeds of trust on property in the Eutaw Forest Subdivision which is owned by the Association, the Association Board shall first obtain the consent of two-thirds (2/3) of both classes of members of the Association entitled to vote.

9. The Association Board shall adopt and promulgate reasonable rules and regulations regarding the administration, interpretation, and enforcement of the provisions of the Eutaw Forest Declaration. In adopting and promulgating such rules and regulations, the Association Board shall seek to advance the best interests of the Owners and other members to the end that the Eutaw Forest Subdivision shall be preserved and maintained as a high quality community and shall seek to achieve its development, including the maintenance and operation of common areas and the facilities therein.

TENTH: As long as there is a Class B Membership, the following will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, mergers and consolidations, mortgaging of common area, dedication of common area, dissolution and amendment of these Articles.

ELEVENTH: The duration of the Association shall be perpetual.

IN WITNESS WHEREOF, I have signed these Articles of Incorporation this _____ day of _____, 1979.

WITNESS:

_____ (SEAL)

William J. Argo, Jr.

BY-LAWS OF EUTAW FOREST HOME OWNERS ASSOCIATION, INC.

ARTICLE I. MEMBERS

Section 1.01 Annual Meeting. The Association shall hold an annual meeting of the members each year for election of directors, and the transaction of any business within the powers of the Association. Such annual meeting shall be held on a day in the month of May and at a time to be designated by the Association Board from time to time. If the Association Board does not designate a date and time for the annual meeting, then such meeting shall be held on the first day of May which is not a Sunday or legal holiday in the State of Maryland, at 8:00 p.m. Any business of the Association may be transacted at an annual meeting without being specially designated in the notice of such meeting, except such business as is specifically required by statute, the Eutaw Forest Declaration or by the Articles of Incorporation to be stated in the notice. Failure to hold an annual meeting without being specially designated in the notice of such meeting, except such business as is specially required by statute, the Eutaw Forest Declaration or by the Articles of Incorporation to be stated in the notice. Failure to hold an annual meeting at the designated time shall not, however, invalidate the corporate existence or affect otherwise valid corporate acts.

Section 1.02 Special Meeting. At any time in the interval between annual meetings, special meetings of the members may be called by the President, by the Manager of the Association, or by a majority of the Association Board. In addition, the Manager of the Association, in his capacity as Secretary, shall call a special meeting of the members on the written request of members entitled to cast at least twenty-five (25%) percent of all the votes of the Class A Membership.

Section 1.03 Place of Meetings. All meetings shall be held at the principal office of the Association in the Eutaw Forest Subdivision, or at such other place within the State of Maryland as is designed by the Board of Directors from time to time.

Section 1.04 Notice of Meetings. Unless otherwise specified in the Declaration, not less than fifteen days nor more than thirty days before the date of every meeting of the members, the Manager shall give to each member entitled to vote at such meeting written or printed notice stating the time and place of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, either by mail or by delivering it to him personally or by leaving it at his residence or usual place of business. If mailed, such notice shall be deemed to be given when deposited in the United States mail addressed to the member at his Post Office address as it appears on the records of the Association, with postage thereon prepaid. Notwithstanding the foregoing provision, a waiver of notice in writing, signed by the member or members entitled to such notice and filed with the records of the meeting, whether before or after the holding thereof, or actual attendance at the meeting in person or by proxy, shall be deemed equivalent to the giving of such notice to such persons. Any meeting of members, annual or special, may adjourn from time to time to reconvene at the same or some other place, and no notice need be given of any such adjourned meeting other than by announcement.

Section 1.05 Quorum. Unless otherwise provided in the Articles of Incorporation or Eutaw Forest Declaration, at any meeting of members the presence in person or by proxy of members entitled to cast ten percent (10%) of all of the votes of each class of membership entitled to be cast shall constitute a quorum, but this section shall not affect any requirement under the Eutaw Forest Declaration, statute or under the Articles of Incorporation of the Association for the vote necessary for the adoption of any measure. In the absence of a quorum the members present in person, by majority vote and without notice other than by announcement, may adjourn the meeting from time to time until a quorum shall attend. In addition, at such a meeting where a quorum of members is not present in person, a majority of the members present may call a further meeting of Members, in accordance with the provisions of the Annotated Code of Maryland, Corporations and Associations, Section 5-205, or other applicable law; and at such further meeting the members present in person or by proxy entitled to cast five percent (5%) of all the votes of each class of membership entitled to be cast shall constitute a quorum and the members by majority vote may take any action, including, without limitation, the election of directors, which might have been taken at the original meeting had a sufficient number of members been present.

Section 1.06 Votes Required. A majority of the votes cast at a meeting of members duly called and at which a quorum is present shall be sufficient to take or authorize action upon any matter which may properly come before the meeting, unless more than a majority of votes cast is required by statute or by the Articles of Incorporation or the Eutaw Forest Declaration. Class A members, shall be entitled to one vote on each matter submitted to a vote at a meeting of members, and Class B Member(s) shall have three (3) votes for each lot owned within the Eutaw Forest Subdivision as set forth in ARTICLE SEVENTH of the Articles of Incorporation.

Section 1.07. Votes to be Cast in Person. Except as specified in Paragraph 7 or 8 of ARTICLE SEVENTH of the Articles of Incorporation, no member shall be entitled to assign his right to vote, by power of attorney, by proxy or otherwise, and no vote shall be valid unless cast in person by the individual member.

Section 1.08 List of Members. At each meeting of members a full, true and complete list in alphabetical order of all members entitled to vote at such meeting, certifying the number of votes to which each such member is entitled, shall be furnished by the President or by the Association Manager. The method employed in determining the names and addresses of members entitled to vote and the number of votes which may be cast by each of them shall have been approved by resolution of the Association Board.

Section 1.09 Members. The qualifications for membership shall be as stated in the Articles of Incorporation of the Association.

Section 1.10 Voting by Mail. Notwithstanding any other provision of these By-Laws, any vote to be taken of the members upon a stated proposal or for the election of directors may be taken by mail, and the number of votes necessary for passage of the proposal or election as a director shall be the same as if the vote were taken at a meeting.

ARTICLE II. ASSOCIATION BOARD

Section 2.01 Powers. The business and affairs of the Association shall be managed by a Board of Directors, referred to in these By-Laws as the "Association Board." The Association Board may exercise all the powers of the Association, except such as are, by stature or the Articles of Incorporation or these By-Laws, conferred upon or reserved to the members. The Association Board shall keep full and fair accounts of its transactions.

Section 2.02 Number and Election of Directors. Until the first annual meeting of members or until successors are duly elected and qualify, the Association Board shall consist of the persons named as directors in the Articles of Incorporation. At the first annual meeting of members and at each annual meeting thereafter, the members shall elect five (5) directors to hold office until the next meeting or until their successors are elected and qualify. At any meeting of members, duly called and at which a quorum is present, the members may, by the affirmative vote of the majority of members, remove any director or directors from office with or without cause, and may elect a successor or successors to fill any resulting vacancies for the unexpired terms of removed directors.

All ballots cast by the members for the purpose of electing or removing any director or directors shall be secret and unsigned. The Association Board shall, from time to time, adopt by resolution a procedure for such balloting which, to the extent practicable,

1. Shall assure that no member casts more votes than he is entitled to cast under the Articles of Incorporation of the Eutaw Forest Declaration and these By-Laws; and
2. Shall assure the privacy of each member with respect to whether his vote is cast for or against the election or removal of any particular directors or candidates; and
3. Shall assure the impartiality of the process by which votes are counted.

This paragraph shall not require ballots to be stored or retained following a vote, but the Association Board may, if it deems it necessary or advisable, adopt by resolution a procedure for such storage or retention for reasonable periods.

Section 2.03 Vacancies. Any vacancy occurring in the Association Board for any cause except removal by the members may be filled by a majority of the remaining directors, although such majority is less than a quorum. A director elected by the Association Board to fill a vacancy shall hold office until the next annual meeting of members or until his successor is elected and qualifies.

Section 2.04 Action by the Board of Directors.

A. Regular Meetings. Except as permitted by this Section, all actions, matters or resolutions approved or disapproved by the Association Board shall be by vote of the Directors taken at a regular meeting. Regular meetings of the Association Board may be called by the President of the Association or by a majority of the Directors.

B. Emergency Meetings or Action by the Board of Directors. In the event of an emergency requiring immediate action by the Board of Directors, the Board of Directors may act by unanimous written consent without a meeting or at an emergency meeting called by any officer of the Association or by any two Directors.

C. Time and Place of Meeting. Each meeting of the Association Board shall be held at such time and at such place within the State of Maryland as the person or persons calling the meeting may designate.

Section 2.05 Open Meeting.

Meetings to be Open to Members. All regular and emergency meetings of the Association Board shall be open to all members of the Association. The directors, upon the affirmative vote of a majority of the directors present at a meeting, may meet in executive session to discuss any action, matter or resolution before the Association Board but any vote on such action, matter or resolution shall be taken at an open meeting.

Section 2.06 Notice of Meetings to Directors. Except as provided in Section 2.04, notice of the place, day and hour of every regular and special meeting shall be given to each director two days (or more) before the meeting, by delivering the same to leaving the same at his residence or usual place of business, or, in the alternative, by mailing such notice three days (or more) before the meeting, postage prepaid, and addressed to him at his last known post office address, as shown upon the records of the Association. Unless required by these By-Laws or by resolution of the Association Board, no notice of any meeting of the Association Board need state the business to be transacted thereat. No notice of any meeting of the Association Board need be given to any director who actually attends, or to any director who, in writing executed and filed with the records of the meeting either before or after the holding thereof, waives such notice. Any meeting of the Association Board, regular or special, may adjourn from time to time to reconvene at the same or some other place, and no notice need be given of any such adjourned meeting other than by announcement.

Section 2.07 Quorum. At all meetings of the Association Board a majority of the entire Association Board shall constitute a quorum for the transaction of business. Except in cases in which it is by statute, by the Articles of Incorporation or by these By-Laws otherwise provided, the vote of a majority of such quorum at a duly constituted meeting shall be sufficient to elect and pass any measure. In the absence of a quorum, the directors present, by majority vote and without notice other than by announcement, may adjourn the meeting from time to time until a quorum shall attend. At any such adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the meeting as originally notified.

Section 2.08 Compensation. Directors as such shall not receive any compensation for their services. A director who serves the Association in any other capacity, however, may receive compensation therefore.

Section 2.09 Rules and Regulations. The Association Board shall adopt reasonable rules and regulations regarding the administration, interpretation, and enforcement of the provisions of the Eutaw Forest Declaration, consistent with the best interests of the property owners and other members, the laws of the State of Maryland, the Articles of Incorporation and the high quality of the community.

ARTICLE III. COMMITTEES

Section 3.01 Committees. The Association Board may by resolution provide for an Executive committee and for such other standing or special committees as it deems desirable, and discontinue the same at its pleasure. Each such committee shall consist of two or more directors and shall have such powers and perform such duties, not inconsistent with law, as may be assigned to it by the Association Board, except that only the full Association Board shall have the power to recommend to the members any action which requires membership approval.

ARTICLE IV. OFFICERS

Section 4.01 President. The Association Board shall in each year elect a President of the Board from among the Directors. The President shall preside at all meetings of the Association Board and meeting of members at which he shall be present and shall exercise such powers and duties as are usually performed by such an officer, including but not limited to the execution of checks, deeds, mortgages, deeds of trust, easements rights of ways, leases and other corporate documents. He shall also exercise those additional powers and duties as are from time to time assigned to him by the Association Board.

Section 4.02 Manager. The Association Board shall in each year elect one person (who need not be a member of the Association) to serve as the Manager of the Association. The Manager of the Association shall, ex officio, be the Secretary and the Treasurer of the Association. The manager shall generally advise the Association in the conduct and operation of its affairs. In the absence of the President, the Manager shall preside at all meetings of the members and of the Association Board at which he shall be present; he shall have general charge and supervision of the business of the Association; he may sign and execute, bonds, contracts or other instruments, except in cases in which the signing and execution thereof shall have been expressly delegated by the members or the Association Board or express provision of the Articles of Incorporation or of these By-Laws to some other officer or agent of the Association; and he shall perform such other duties as, from time to time, may be assigned to him by the Association Board.

As Secretary of the Corporation, the Manager shall keep the minutes of meetings of the members and of the Association Board, in books provided for the purpose; he shall see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law; he shall be custodian of the records of the Association; he shall see that the corporate seal of the Association is affixed to all documents the execution of which, on behalf of the Association, under its seal, is duly authorized, and when the corporate seal is so affixed he may attest the same and he shall, in general, perform all duties incident to the office of Secretary of a corporation.

As Treasurer of the Association, the Manager shall have charge of and be responsible for all funds, receipts, and disbursements of the Association, and shall deposit, or cause to be deposited, in the name of the Association, all monies or other valuable effects in such banks, trust companies or other depositories as shall, from time to time be selected by the Association Board; he shall render to the Association Board whenever requested an account of the financial condition of the Association, and, in general, he shall perform all the duties incident to the office of Treasurer of a Corporation.

The Manager shall serve at the pleasure of the Association Board and any vacancy in such office by reason of death, removal, resignation or otherwise shall be filled by the Association Board.

Section 4.03 Additional Executive Officers. The Association Board shall choose one or more Vice-Presidents (who shall perform such duties and have such responsibilities as (i) are expressly assigned to them by these By-Laws or (ii) are customary for the Vice-President of a corporation and are not expressly delegated by these By-Laws or by the members or by resolution of the Association Board to the President or Manager or some other officer) and may choose one or more assistant managers, one or more assistant secretaries and one or more assistant treasurers, none of whom need be a director, but all of whom shall be members of the Association. Any two or more of the offices mentioned in this Article IV may be held by the same person; but no officer shall execute, acknowledge or verify any instrument in more than one capacity if such instrument be required by statute, by the Articles of Incorporation, by these By-Laws or by resolution of the Association Board to be executed, acknowledged or verified by any two or more officers. In the event of a vacancy in any office provided for in this Section 4.03 by reason of death, removal, resignation or otherwise, the Association Board may either fill the vacancy or, except for the office of President, abolish such office.

The assistant officers, if any, described in this Section 4.03 shall have such duties as may from time to time be assigned to them by the Association Board or by the Manager.

Section 4.04 Compensation. None of the officers of the Association (other than the Manager or assistant managers) shall be compensated by the Association for services rendered in the capacity of such office. Any such officers (other than the Manager or assistant managers) who serve the Association in any other capacity, however, may receive compensation therefore. The Manager and any assistant managers may receive such compensation as may be determined from time to time by resolution of the Association Board.

Section 4.05 Removal. Any officer or agent of the Association may be removed by the Association Board whenever, in its judgment, the best interests of the Association will be served thereby, with or without cause.

ARTICLE V. FINANCE

Section 5.01 Checks, Drafts, Etc. All checks, drafts, and orders for the payment of money, notes and other evidences of indebtedness, issued in the name of the Association, shall unless otherwise provided by resolution of the Association Board, be signed by the Manager and countersigned by the President of the Association.

Section 5.02 Annual Reports. The Manager shall prepare annually a full and correct statement of the affairs of the Association, including a balance sheet and a financial statement of operations for the preceding calendar year, which shall be submitted at the annual meeting of the members and filed within twenty (20) days thereafter at the principal office of the Association.

Section 5.03 Fiscal Year. The fiscal year of the Association shall be the twelve calendar months period ending December 31st of each year, unless otherwise provided by the Association Board.

Section 5.04 Use of Funds. The Association shall apply any and all funds and property received by it from any source to the following:

- (i) The payment of all principal and interest, when due, on all loans borrowed by the Association, to the extent required under any agreement with note holders;
- (ii) The costs and expenses of the Association; and
- (iii) The benefit of the Property and the members of the Association by devoting funds to the acquisition, construction, reconstruction, alteration, enlargement, replacement, repair, maintenance, or operation of the common areas and improvements thereon.

Section 5.05 Assessment of Annual Charge. As soon as may be practical in each year, the Association shall send a written bill to each owner, as defined in Article Sixth of the Articles of Incorporation stating:

(i) The amount of the Annual Charge; and

(ii) That unless the Owner shall pay the annual Charge within thirty (30) days following the date of receipt of the bill the same shall be deemed delinquent and will bear interest as provided, in the Eutaw Forest Declaration.

If an Owner shall fail to pay the Annual Charge within ninety (90) days following receipt of the bill therefore, in addition to the right to sue the Owner for a personal judgment, the Association shall have the right to enforce the lien imposed in the Eutaw Forest Declaration to the same extent, including a foreclosure sale and deficiency decree and subject to the same procedures (to the extent the appropriate court will accept jurisdiction) as in the case of mortgages under applicable law, and the amount due by such Owner shall include the Annual Charge as well as the cost of such proceedings, including a reasonable attorney's fee, and interest as set forth in the Eutaw Forest Declaration. If in any case the appropriate court refuses jurisdiction of the enforcement of said lien, the Association shall have the right to sell the property at a public sale after giving notice to the Owner by registered mail to the last known address of the Owner at least thirty (30) days prior to such sale.

The Association Board shall have the right to adopt procedures for the purpose of making assessments for purposes of the Annual Charge, and the billing and collection of the Annual Charge, provided that the same are not inconsistent with the provisions of the Eutaw Forest Declaration.

Upon written demand by an Owner, the Association shall within a reasonable period of time issue and furnish to such Owner a written certificate stating that all Annual Charges (including interest and costs, if any) have been paid with respect to any specified Lot and the permanent improvements thereon as of the date of such certificate, or if all Annual Charges have not been paid, setting forth the amount of such Annual Charges (including interest and costs, if any) due and payable as of such date. The Association may make a reasonable charge of the issuance of such certificates which must be paid at the time that the request for such certificate is made. Any such certificate, when duly issued as herein provided, shall be conclusive and binding with regard to any matter therein stated as between the Association and any bona fide purchaser of, or lender on, the Lot in question.

Section 5.06 Borrowing by the Association. In order to secure the repayment of any and all sums borrowed by the Association from time to time, the Association Board may:

(i) assign and pledge revenues received, and to be received, by it under any provision of the Eutaw Forest Declaration;

(ii) enter into agreements with note holders with respect to the collection and disbursements of funds, including, but not limited to, agreements wherein the Association covenants

(a) to assess the Annual Charges on a given day in each year, and subject to the

limitation as to the amount of Annual Charges specified in the Eutaw Forest Declaration,

to assess the same at a particular rate or rates,

(b) to establish sinking funds and/or other security deposits;

(c) to apply funds received by the Association to the payment of all principal and

interest, when due, on such loans, or to apply the same to such purpose after providing for

costs of collection;

(d) to provide for the custody and safeguarding of all funds received by the Association.

The amount, terms, rate or rates of all borrowing and the provisions of all agreements with note holders shall be subject to the decision of the Association Board; provided, however, that, so long as the Declarant controls the Association Board,

(i) the amount of the loans and the schedule of repayment of any borrowing shall be such as will assure that such amount of loans and repayments will not at any time impair the ability of the Association to carry out its functions in a satisfactory manner.

Section 5.07 Carryover of Unused Funds. The Association shall not be obligated to spend in any calendar year all the sums collected in such year by way of Annual Charges, or otherwise, and may carry forward, as surplus, any balance remaining; nor shall the Association be obligated to apply any such surpluses to the reduction of the amount of the Annual charges in the succeeding year, but may carry forward from year to year such surplus as the Association Board in its absolute discretion may determine to be desirable for the greater financial security of the Association and the effectuation of its absolute discretion may determine to be desirable for the greater financial security of the Association and the effectuation of its purposes.

ARTICLE VI. CERTIFICATES OF MEMBERSHIP

Section 6.01 Certificates of Membership. The Association Board may provide for the issuance of certificates evidencing membership in the Association, which shall be in such form as may be determined by the Association board. The name and address of each member and the date of issuance of his certificate shall be entered on the records of the Association. If any certificate shall become lost, mutilated or destroyed, a new certificate may be issued therefore upon such terms and conditions as the Association Board may determine or prescribe.

ARTICLE VII. SUNDRY PROVISIONS

Section 7.01 Seal. The Association Board shall provide a suitable seal, bearing the name of the Association, which shall be in the charge of the Manager. The Association Board may authorize one or more duplicate seals and provide for the custody thereof.

Section 7.02 Voting Upon Shares in Other Corporations. Any shares in other corporations or associations, which may from time to time be held by the Association, may be voted at any meeting of the shareholders thereof by the Manager or an assistant manager of the Association or by proxy or proxies appointed by the Manager or an assistant manager of the Association. The Association Board, however, may by resolution appoint some other person or persons to vote such shares, in which case such person or persons shall be entitled to vote such shares upon the production of a certified copy of such resolution.

Section 7.03 Amendments. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is Class B membership.

Section 7.04 Conflicts. 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.

Section 7.06 Fiscal Year. The fiscal year of the Association shall begin on the first 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.

Section 7.07 Definitions. Except where otherwise expressly provided, all terms used in these By-Laws shall have the meanings defined for them in the Articles of Incorporation or the Eutaw Forest Declaration.

IN WITNESS WHEREOF, we, being all of the directors of the Eutaw Forest Homeowners Association, Inc., have hereunto set our hands this day of , 1979.

WITNESS:

CERTIFICATION

I, the undersigned, do certify that:

I am the duly elected and acting secretary of the Eutaw Forest Homeowners Association, Inc., a Maryland Corporation, and that

The foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the day of , 1979.

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

1979.

EFHOA HANDBOOK FOR INTERNET PRINTOUT

EUTAW FOREST HOMEOWNER'S ASSOCIATION

Guidelines for Interpretation of Covenants

The Board of Directors, at its meeting on August 4, 1987, adopted the following guidelines to assist homeowners, the Board and the Architectural Review Committee (ARC) in interpreting the Covenants that affect all property in Eutaw Forest. Please refer to each numbered article in the Amended Declaration of Protective Covenants dated January 15, 1980 (herein) as you read and study the corresponding numbered articles below.

The Board will attempt to remind homeowners with articles in the newsletter from time to time of the requirement to submit for approval all changes of a permanent nature to the exterior of property, as more specifically defined in the Covenants and below. The ARC and the Board do not wish to create any unpleasant situations or to "police" the keeping of anyone's property. Our only goal is to help maintain the aesthetic appearance of our neighborhood, and therefore, the value of our properties. We wish to be reasonable in our interpretation and enforcement, but at the same time, we must be consistent.

Article 1. Land Use and Building Type.

(a) The language is clear and the Board feels no further interpretation is needed.

(b) If a homeowner is considering conducting any kind of home business within the subdivision, the homeowner should contact a Board member for procedure and advice on submission of information for approval.

Article 2. Architectural Control. The language of this article is clear, but homeowners are reminded that a request to ARC is to be made prior to any permanent exterior change to a lot or a structure thereon. (See Procedures herein.)

Article 3. Building Location. The language is clear and the Board feels no further interpretation is needed.

Article 4. Fences. No chain link fences will be approved for erection on any lot. No fences erected for the purpose of enclosing or substantially enclosing the front of a home will be approved. Decorative types of fencing such as might be used in conjunction with landscaping schemes, will be approved for fronts of homes, provided they are accepted in all other respects.

Again, homeowners are reminded that a request for any fence (including decorative fencing if permanent in construction and installation) must be submitted for approval prior to commencement of construction. (See Procedures herein.)

Article 5. Mailboxes. No further interpretation of the language is needed, but the board does recommend that mailboxes be maintained in a neat and orderly manner.

Article 6. Easement. Homeowners whose property abuts or is adjacent to any open spaces are reminded to maintain the abutting property in a manner so that the general appearance will not be detrimental to the overall appearance of the subdivision.

Article 7. Nuisances. "Noxious or offensive activities" could be defined to include, but not be limited to, parties on a continual basis; offensive, loud noises; loud music, loud sports activities; loud or noisy machines or vehicles; loitering; dogs barking on a continual basis; unkempt dog houses or pens, etc. A further interpretation and suggestion is to conduct your affairs with utmost courtesy towards your neighbors.

"Property in good repair and a state of neat appearance" includes, but is not necessarily limited to, keeping the lawns mowed within reason, shrubbery in proper trim, and yards clear of debris; exterior painting of structures, other repairs and upkeep should be tended to as soon as needed. During extended vacations, arrange for yards to be mowed, trash cans retrieved, etc.

Refuse containers should be placed out front only on pick-up days, and empty containers removed from the street areas as soon as possible after pick-up is made.

All vehicles mentioned in Article 7 are to be garaged and not visible from the front of the property. "Trucks" are those larger than a one-ton pick-up truck.

No privies or outside toilets shall be constructed or maintained on any lot. Temporary outside toilets are accepted for use during parties, but must be removed within four days.

No commercial signs advertising any businesses are permitted. Signs of a temporary nature such as "For Sale" signs are permitted. Directional signs and "Open" signs erected at the entrance to the subdivision should be properly maintained and removed immediately after their usefulness ceases to keep the entrance to the subdivision presentable. Homeowners are asked to assist their real estate agents by notifying the agent if a sign is not in compliance with the above.

Article 8. Livestock and Poultry. The language is clear, and the Board feels no further interpretation is needed.

Article 9. Temporary Structures. The language is clear, and very little interpretation is needed. Homeowners again are reminded that plans and specifications for the one shed permitted must be submitted for approval by the ARC. The outbuilding should be in a manner and style in keeping with the general. It should also conform to or complement the color and materials of the existing home. (See Procedures herein.)

Articles 10, 11, 12. No interpretation is needed.

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by BERRY ROAD JOINT VENTURE, a Maryland Partnership, hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Charles County, State of 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 properties 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 any right, title or interest in the described property 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 EUTAW FOREST HOMEOWNERS ASSOCIATION, INC., 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 security for the performance of an obligation.

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

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners as deeded to the Association by the Declarant or its successors. The Common Area to be owned by the Association at the time of the conveyance of the first Lot shall be all property as described in Exhibit A with the exception of Lots, streets, roads and all areas dedicated to public use.

Section 5. "Member" shall mean and refer to all those Owners who are members of the Association.

Section 6. "Mortgagee" shall mean and refer to the holder of any permanent first mortgage or deed of trust on any Lot.

Section 7. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision plat of the Properties with the exception of the Common Area.

Section 8. "Declarant" shall mean and refer to BERRY ROAD JOINT VENTURE, its successors and assigns.

Section 9. "Improvements" shall mean any permanent structure or amenity to be constructed by the Declarant on the Common Area.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the

title to every Lot, subject to the following provisions:

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

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

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by 2/3rds of each class of members has been recorded; No such instrument shall be required, however, to dedicate or transfer to Charles County and/or the Department of Public Works of the water, sewer, and flood control systems;

(d) the right of the Declarant, to reserve from the conveyance of the Common Area the right to grant easements and rights-of-way through, under, and over and across the Common Area so conveyed, for the installation, maintenance and inspection of lines and appurtenances for public or private water, sewer drainage, fuel oil and all other utilities or for any other reason necessary to develop the subdivision; and the right of the Association to grant easements and rights-of-way through, under and over and across the Common Area, for installation, maintenance and inspection of lines and appurtenances for public or private water, sewer, drainage and other utilities;

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

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

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

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot 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 determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant, 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 on the happening of one of the following events, whichever occurs earlier:

(a) When the total votes outstanding in the Class A Membership equal the total votes

outstanding in the Class B Membership; or

(b) on January 1, 1989.

ARTICLE IV

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned 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 such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable 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 Assessments. The assessments levied by the Association shall be used exclusively for the improvements and maintenance of the Common Area, and to promote the recreation, health, safety and welfare of the residents in the properties.

Section 3. Maximum Annual Assessments. Until January 1 of the year immediately following the conveyance of the first lot to an owner the maximum annual assessment for Class A members shall be Twenty Dollars (\$20.00) per lot per year, payable annually, and for Class B Members, fifty percent (50%) of the Class A Member's assessment per lot, payable annually.

(a) From and after January of the year immediately following the conveyance of the first Lot to an owner, the maximum annual assessment may be increased each year not more than five percent (5%) above the maximum assessment for the previous year (or by any increase in the consumer price index maintained by the Department of Labor using the previous assessment month and year as the base month and year) whichever is greater, without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased above the amount specified in (a) (above by a vote of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting called for this purpose.

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

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of 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 and 4 shall be sent to all members not less than 15 days nor more than 30 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Special assessments must be fixed at a uniform rate for all Lots and shall be collected on an annual basis.

Section 7. Date of Commencement of Annual Assessments:

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

Section 8. Effect of a Nonpayment of Assessments:

Remedies of the Association. Any assessment not paid within thirty days (30) days after the due date shall bear interest from the due date of six (6%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his Lot.

Section 9. Notice of Lien. No action shall be brought to foreclose said assessment lien or to proceed under the power of sale herein provided less than thirty (30) days after the date a notice of claim of lien is deposited in the United States mail, certified or registered, postage prepaid, to the owner of said lot, and a copy thereof is recorded by the Association in the Office of the County Recorder in which the properties are located; such notice of claim must recite a good and sufficient legal description of any such lot, the record owner or reputed owner thereof, the amount claimed (which may at Association's option include interest on the unpaid assessment at the legal rate, plus reasonable attorney's fees and expenses of collection in connection with the debt secured by said lien), and the name and address of claimant.

Section 10. Curing of Default. Upon the timely curing of any default for which a notice of claim of lien was filed by the Association, the officers of the Association are hereby authorized to file or record, as the case may be, an appropriate release of such notice, upon payment by the defaulting owner of a fee, to be determined by the Association, but not to exceed Thirty-Five Dollars (\$35.00), to cover costs of preparing and filing or recording such release.

Section 11. Cumulative Remedies. The assessment lien and the rights to foreclosure and sale there under shall be in addition to and not in substitution for all other rights and remedies which the Association and its assigns may have hereunder and by law, including a suit to recover a money judgment for unpaid assessments, as above provided.

Section 12. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be and is hereby subordinate to the lien of any first mortgage or deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to Mortgage or Deed of Trust foreclosure or any such proceedings in lieu thereof, shall extinguish the lien of such assessment as to

payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessment thereafter becoming due from the lien thereof.

Section 13. Notice to Mortgagees. Upon request, the Association shall notify the holder of the first mortgage on any Lot for which any assessment levied pursuant to this Declaration becomes delinquent for a period in excess of sixty (60) days and in any other case where the owner of such Lot is in default with respect to the performance of any other obligation hereunder for a period in excess of sixty (60) days. Such notification shall be in writing.

ARTICLE V

DUTIES AND POWERS OF THE ASSOCIATION

Section 1. In addition to the duties and powers enumerated in its Articles of Incorporation, and By-Laws, or elsewhere provided for herein, and without limiting the generality thereof, the Association shall:

(a) Own, maintain, improve, construct, reconstruct

(in the event of deterioration or destruction) and manage the common area and all facilities, improvements and landscaping thereon, and all property acquired by the Association, and to pay all the costs thereof;

(b) Pay all real estate and personal property taxes and other charges assessed against the common area;

(c) Have the authority to obtain, for the benefit of the Common Area, all water, gas and electric service and refuse collection;

(d) Grant easements where necessary for utilities and sewer facilities over the Common Area to serve the Common Area;

(e) Maintain such policy or policies of insurance on the Common Area as the Board of Directors of the Association deems necessary or desirable in furthering the purposes of and protecting the interests of the Association and its members;

(f) Have the authority to employ a manager or other persons and to contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association, provided that any contract with a person or firm appointed shall not exceed One (1) year in term unless approved by a majority of the members of the Association with the exception of an insurance contract that may be for a period not to exceed three (3) years.

(g) Enforce applicable provisions of this Declaration and by-laws of the Association and establish and enforce uniform rules and regulations pertaining to the use of the Common Area;

(h) Have the authority to contract for fire, casualty, liability, and other insurance on behalf of the Association;

(i) Have the right to enter upon any privately owned lot where necessary in connection with construction, maintenance or repair of the Common Area;

Section 2. Maintenance of Records. The Association shall maintain adequate books and records and a first mortgagee shall have the right to examine the books and records of the Association during regular business hours and upon reasonable notice.

ARTICLE VI

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 or alteration therein be made until the plans and specifications (including grading and clearing plans and color scheme) 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 of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event of 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.

ARTICLE VII

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 of the right to do so thereafter.

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

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

Section 4. Annexation. Additional land within the area described in Liber 565, folio 257 of the Land Records of Charles County and other properties abutting or adjoining the property described in Exhibit A may be annexed by the Declarant without the consent of the members within ten (10) years of the date of this instrument provided that the Federal Housing Administration and Veterans Administration determine that the annexation is in accord with the general plan heretofore approved by them.

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: Annexation of additional properties, dedication of common area, the amendment of this Declaration of Covenants, Conditions and Restrictions.

EFHOA HANDBOOK FOR INTERNET PRINTOUT

WITNESS the hand and seal of the Declarant this

of , 1979.

WITNESS: BERRY ROAD JOINT VENTURE

(SEAL)

By: Emerson Tarburton, President

Gen. Partner, Charles County

Investment Corporation, Inc.

STATE OF MARYLAND

COUNTY OF CHARLES

I HEREBY CERTIFY that on this day of

1979, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Emerson Tarburton for Berry Road Joint Venture and acknowledged to me that he executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and notarial seal.

Notary Public

My commission expires: 7/1/82

EUTAW FOREST HOMEOWNER'S ASSOCIATION

Procedure for Submission of Documentation for

Approval of Improvements to Exterior of Properties

Construction or erection of a permanent structure may not begin until the homeowner receives the written tentative approval of the Board. Plans and specifications for construction of any permanent structures, such as but not limited to, those listed below, must be submitted for review to the Architectural Review Committee prior to the onset of erection or construction:

Examples of Permanent Structures:

Any type of fencing, decorative or utilitarian;

Any type of storage shed;

Any permanent addition to a home such as the addition of a room, garage, or deck.

Any type of swimming pool, above or below grade (unless the above grade pool will be unassembled at the end of a season);

Any type of permanent decorative walls, whether brick, stone or wood;

Any additions to a driveway; or

Any concrete or brick porches or patios.

Examples of Non-Permanent Structures:

Swimming pools that will be unassembled at the end of a season;

Resurfacing of existing driveways.

If a homeowner has any question as to whether an improvement is "permanent" or "non-permanent" he should contact the ARC.

SUBMISSION OF PLANS AND SPECIFICATIONS TO ARC

Every application for approval must include: (1) a copy of the survey with site location of improvement sketched in contrasting color; (2) statement of complete specifications of new structure, including size, dimensions, materials to be used, colors, etc.; and (3) date of intended erection or construction.

Mail the application to Eutaw Forest Homeowners Association, P. O. Box 238, Pomfret, Maryland 20675, or deliver the application to the Chairman of the ARC or any Board member.

Approval of the new construction will be tentatively made upon inspection and review of the above submission. The homeowner will be notified of tentative approval, or reason for disapproval, in writing.

After completion of construction, the homeowner is to notify the Board, and a final inspection will be made to insure that the approved plan has been complied with.

EUTAW FOREST HOMEOWNER'S ASSOCIATION

Procedure for Enforcement of Covenants

Upon receipt of a written complaint, the following procedures will be followed:

1. Lot ownership of both parties will be confirmed.
2. The Board will refer the matter to the Architectural Review Committee for visual inspection of the alleged complaint and determination as to whether there appears to be a violation of the covenants. The ARC will report its findings to the Board.
3. Upon review by the Board of the ARC report and recommendations, the Board will make a final determination as to whether or not a covenant violation has occurred.
4. If the Board determines that a violation has occurred, a letter notifying the offending party will be sent by the board outlining the nature of the violation and requesting compliance with the covenants within ten days.
5. If the violation is corrected, no further action will be taken.
6. If the violation is not corrected, further action will be taken as determined appropriate by the Board on a case-by-case basis.

EUTAW FOREST HOMEOWNER'S ASSOCIATION

"Grandfather" RESOLUTION

WHEREAS, many homeowners currently owning property in Eutaw Forest Subdivision were not aware of the existence of covenants at the time of their purchase, nor at the time permanent improvement might have been made; and

WHEREAS, an active homeowners' association and architectural review committee were not available to advise and approve changes or improvements during the early years of the existence of the Eutaw Forest Subdivision; and

WHEREAS, the current board of Directors, after consultation with counsel, deems it necessary to commence enforcement of the covenants affecting the subdivision; and

WHEREAS, the Board has determined it would be inappropriate to require changes of existing permanent structures that might be in violation of the covenants, especially since many were made when no approval or enforcement procedures existed.

WHEREFORE, be it RESOLVED by the Board of Directors of Eutaw Forest Homeowners Association that

1. All permanent structures and improvements to properties in Eutaw Forest Subdivision in existence this date are hereby approved, notwithstanding whether they may be technically in violation of the covenants.
2. At such time as any structure hereby approved that is, in actuality, not permitted by the covenants, is to be replaced or changed, compliance with the covenants will be required.
3. From this date, all exterior permanent improvements to properties in Eutaw Forest Subdivision must be submitted in accordance with guidelines and procedures adopted by the Board.

Dated: September 1, 1987

Witnessed and signed by the following:

Sharon J. Caccia

Wayne L. Mullis

Sandra Michener

Carroll E. Rawlings

Frank A. Lucia

AMENDED DECLARATION OF PROTECTIVE COVENANTS

THIS DECLARATION, made and entered into this 1st day of December, 2006, by EUTAW FOREST HOMEOWNER'S ASSOCIATION, a general Maryland Partnership, hereinafter referred to as 'Declarant.'

WITNESSETH:

WHEREAS, the Declarant desires to make covenants, agreements, easements, restrictions and conditions hereinafter set forth with regard to said lots or parcels of ground binding upon the Declarant, its successors and assigns.

NOW, THEREFORE, the Declarant for itself, its successors and assigns, in consideration of the mutual benefits to be derived by it, publishes and imposes the covenants, agreements, easements, restrictions and conditions hereinafter set forth on all lots as recorded or to be recorded among the Plat Records of Charles County, aforesaid; of that subdivision known as Eutaw Forest Subdivision, as the same are set forth on said plats recorded or to be recorded as aforesaid, which covenants shall run with the aforesaid land:

1. Land Use and Building Type:

a. The lots herein referred to shall be used only for the purposes of single-family residence and appropriate uses and accessory thereto. No building shall be erected thereon except a single-family dwelling house and garage, appurtenant thereto, not to exceed 2 1/2 stories in height, and no such garage shall be erected except simultaneously or subsequent to the erection of the residence.

b. No business or occupation of any kind, other than that which is allowed by County ordinances may, at any time, be carried on or permitted on any lot.

2. Architectural Control:

No building or other structure shall be erected or altered unless the plans (including the site and clearing plan), specifications (including color scheme, and plot plan therefore) are submitted to and formally approved in writing by the Declarant, its successors and/or assigns, or an architectural review committee appointed by the Declarant or its assigns.

3. Building Location:

No building shall be located on any lot nearer to the front line than the minimum building restriction line as shown on the recorded plat herein referred. Notwithstanding the foregoing, no building shall be located in violation of any minimum requirements for front, rear, and side set-back lines as established by the ordinances of Charles County.

4. Fences:

Fences may not be erected without written permission of the Declarant, their successors or assigns, or the Architectural Review Committee. No fences or walls shall be erected, placed or altered on any lot nearer to the street than the front of the house itself. No chain link fences shall be permitted under any circumstances, except in the areas designated as the public park.

5. Mailboxes:

All mailboxes erected in said subdivision shall be in accordance with standards set by the United States Postal service and shall be in uniform design, specifications, construction and color, said design to be determined and approved by the Declarant, its successors and assigns.

CHANGE TO: All mailboxes erected in said subdivision shall be in accordance with standards set by the United States Postal service. Mailboxes shall be maintained in a neat and orderly manner.

6. Easement:

a. The Declarant for itself, its successors, licensees, and assigns, reserves unto itself, an easement or right-of-way over a strip of ground 10 feet in width along the side, front, and rear outlines of the lots as shown on the plats herein referred to for the purpose of installation and maintenance of public utilities; including, but not limited to gas, water, electricity, telephone, sewage and drainage, and any appurtenances thereto, to the supply lines therefore, including guide wires, transformers, meters, etc., by overhead transmission lines or underground installation; including the right to remove and/or trim trees, shrubs, or plants. This reservation is for the purpose of providing for the practical installation of such utilities as and when any public authority or utility company may desire to serve said lots, with no obligation to the Declarant to supply such services. The Declarant reserves to itself, its successors and assigns, the beds of roads, drains, alleys, and ways, as shown on the aforementioned plats, and reserves the right to designate all roads, ways, alleys, drainage systems, ditches, outfalls, and lines laid out on said plats to public use and/or to convey the same to the State and/or County or any agency or instrumentality thereof.

b. All open spaces, except areas designed as Common Areas, as shown on the aforementioned recorded plats which abut or are adjacent to any of the said lots shall be left in its natural state and shall be maintained by the abutting property owner in a manner so that the general appearance of said areas will not be detrimental to the overall appearance of said subdivision.

7. Nuisances:

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done or placed thereon which may become an annoyance or nuisance to the neighborhood. Property owners shall, at all times, maintain their property and all appurtenances thereto in good repair and in a state of neat appearance. Refuse or refuse containers shall not be stored or be placed on any property where they will be visible from any front or side streets, except on designated refuse collection days. Trash, refuse, or waste materials shall not be placed or stored or maintained on any residential property. No commercial or industrial vehicles, such as, but not limited to moving vans, trucks, tractors, trailers, wreckers, hearses, compressors, concrete mixers, buses, or any private vehicles such as travel trailers, recreational vehicles or boats, shall be regularly or habitually parked in front of residential property, nor upon residential property, unless it is garaged, and not visible from the front of the property or from adjoining areas.

No privies or outside toilet facilities shall be constructed or maintained on any lot. No sign of any description may be erected or placed upon any portion of the land without the expressed written approval of the Declarant, its successors and assigns.

CHANGE TO: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done or placed thereon which may become an annoyance or nuisance to the neighborhood. Property owners shall, at all times, maintain their property and all appurtenances thereto in good repair and in a state of neat appearance, see published Guidelines for Interpretation of Covenants, Article 7, Page 34 of the Handbook. Refuse or refuse containers shall not be stored or be placed on any property where they will be visible from any front or side streets, except on designated refuse collection days. Trash, refuse, or waste materials shall not be placed or stored or maintained on any residential property.

No commercial or industrial vehicles exceeding the common reference of one ton payload capacity, such as, but not limited to moving vans, trucks, tractors, trailers, wreckers, hearses, compressors, concrete mixers, buses shall be regularly or habitually parked in front of residential property, nor upon residential property, unless it is garaged.

Private vehicles such as, but not limited to travel trailers, utility trailers, recreational vehicles, or boats may be parked on residential property. Parking such private vehicles is permitted as long as it is 1) parked on a hard surface, or 2) if parked on grass, must be moved regularly to facilitate mowing. No grass may be allowed to grow up around the vehicle. Vehicles may not be stored or parked on the lawn in front of the home. If the vehicle is not garaged, the vehicle and surrounding area must be kept in a state of neat appearance. Boats must be covered during periods of non-use. No privies or outside toilet facilities shall be constructed or maintained on any lot. No sign of any description may be erected or placed upon any portion of the land without the expressed written approval of the Declarant, its successors and assigns.

8. Livestock and Poultry:

No animals, livestock or poultry of any kind shall be raised, bred, or kept on lot except that of dogs, cats, or other domesticated household pets, not in excess of two, may be kept, provided that they are not kept, bred, or maintained for any commercial purposes. Under no circumstances may a pet be permitted to roam unattended on any property other than that of the pet owner.

CHANGE TO: All animals and owners must comply with the Charles County Animal Regulations. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot except that of dogs, cats, or other domesticated household pets. Such domesticated household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purposes. Under no circumstances may a pet be permitted to roam unattended on any property other than that of the pet owner. Violations should be reported to the Charles County Department of Planning and Growth Management or Charles County Animal Control.

9. Temporary Structures:

No structure, or object, of a temporary character, such as, but not limited to a trailer, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence, or for storage or as an auxiliary building, with the exception that each lot owner shall be entitled to construct one (1) outbuilding in a manner and style in keeping with the general development of said subdivision. Said building to be used for purposes of storage.

CHANGE TO:

9. Additional Structures:

No structure, or object, of a temporary character, such as, but not limited to a trailer, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence. Each lot owner shall be entitled to construct two (2) outbuildings in a manner and style in keeping with the general development of said subdivision. Outbuildings should also conform to or complement the color and materials of the existing house. Said building(s) may not be used as a residence and must be in compliance with Paragraph 2 (two) of the Amended Declaration of Protective Covenants.

10. Clotheslines:

All clotheslines shall be kept immediately behind the dwelling (never along side nor in front of it) in such a manner and location as to prevent such clothesline being visible from the front of the property. No clotheslines shall be hung on a carport, porch, or other semi-enclosed areas which permit such clothes being visible from the front.

11. Severability:

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

12. Amendment:

Any of the aforesaid covenants, agreements, easements, restrictions and conditions as set forth herein may be amended at any time by the Declarant or its assigns, provided that the Declarant partnership or its assigns are still in the process of developing said lots. After all of said lots have been developed and improved by residential dwelling units, then at that time the Declarant shall have no right to amend said covenants.

These covenants shall run with the land and shall be binding for a period of twenty (20) years from the date these covenants are recorded, after which time said covenants shall automatically be extended for successive periods of ten (10) years unless and until an instrument signed by the then owners in fee simple interest of seventy-five (75%) percent of the lots subject to such covenants, casting one vote for each lot so owned has been recorded, by which said covenants in whole or in part, are amended or revoked.

And all the rights and powers (including discretionary powers and rights and powers of consent and approval) herein reserved by or conferred by the Declarant may be assigned or transferred by the Declarant at its election and at its sole discretion, to any one or more corporations or associations, or committees, or individuals agreeing to accept same, and any such assignment or transfer of such powers may be made by the Declarant as to all of said land hereby conveyed or as to any part or parts thereof and may be to different parts of said land hereby conveyed. Any such assignment or transfer shall be evidenced by and appropriate instrument duly executed by the Declarant and recorded among the Land Records of Charles County.

WITNESS:

EUTAW FOREST HOMEOWNER'S ASSOCIATION
(SEAL)

By: James W. Chappellear
President EFHOA

STATE OF MARYLAND, COUNTY OF

I HEREBY CERTIFY that on this 1st day of December 2006, before me, the subscriber, a Notary Public in and for the State and County Aforesaid, personally appeared James W. Chappellear for the Eutaw Forest Homeowner's Association, whose name is subscribed to the within instrument and did acknowledge that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

MARIA CRISTINA CHAPPELEAR
Notary

This is the end.

