

SOLOMONS RIDGE HOMEOWNERS ASSOCIATION, INC.

HOMEOWNERS ASSOCIATION DEPOSITORY

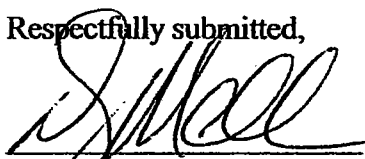
CIRCUIT COURT FOR ANNE ARUNDEL COUNTY LAND RECORDS

SOLOMONS RIDGE, LLC, by its Managing Member and Authorized Person, Michael F. Gardner, the Declarant of Solomons Ridge and Solomons Ridge Addition, a subdivision of twenty (20) lots located in Anne Arundel County, Maryland, which subdivision plats are recorded among the Plat Records of Anne Arundel County at Plat Book 204, pages 3 and 4, Plat Nos. 10728 and 10729, and Plat Book 223, page 21, Plat No. 11697, files herewith the following documents in conformance with Sections 11B-112 and 11B-113 of the Real Property Article, as its disclosures for the Homeowners Association Depository.

- A. DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
- B. BYLAWS
- C. ARTICLES OF INCORPORATION
- D. PRO FORMA BUDGET FOR 2000

RECORDING FEE 50.00
TOTAL 50.00
Rest # 4413 Rcpt # 33760
RI# # 345
Feb 02, 2000 11:17 am

Respectfully submitted,



Daniel J. Mellin
Hillman, Brown & Darrow, P.A.
221 Duke of Gloucester Street
Annapolis, Maryland 21401
410-263-3131 fax 410-269-7912
Counsel for Declarant

**DECLARATION OF COVENANTS, CONDITIONS
AND
RESTRICTIONS**

**SOLOMONS RIDGE SUBDIVISION
Anne Arundel County**

THIS DECLARATION, made this 31st day of January, 2000, by SOLOMONS RIDGE LLC, by Michael F. Gardner, Managing Member (hereinafter referred to as "Declarant"),

WITNESSETH

WHEREAS, Declarant is the owner and developer of all that certain property situate in Anne Arundel County, State of Maryland, known as Solomons Ridge Subdivision, which is more particularly described on the attached Exhibit A Legal Description; and

WHEREAS, the Declarant desires to provide for the orderly development of the property, and the maintenance and preservation of the community amenities through these covenants and restrictions which shall be binding on the land and all owners thereof hereafter.

NOW, THEREFORE, Declarant hereby declares that all of the property described herein 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 personal representatives, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I
DEFINITIONS

Section 1.1. "Association" shall mean and refer to Solomons Ridge Homeowners Association, Inc., a non-stock corporation of the State of Maryland, its successors and assigns.

Section 1.2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any lot which is a part of the Property, including contract sellers or purchasers, but excluding those having such interest merely as security for the performance of an obligation.

Section 1.3. "Property" shall mean and refer to that certain subdivision of real property described herein and such additions thereto as may hereafter be brought within the jurisdiction of

the Association.

Section 1.4. "Common Area" shall mean any real property owned or to be owned by the Association including but not limited to all recreation areas, common space areas, tot lots, parking areas and drives, etc., as shown on the plats of the Property for the common use and enjoyment of the Owners.

Section 1.5. "Lot" shall mean and refer to any plot of land shown upon any recorded plat of the Property with the exception of the Common Area, and to any and every plot of ground resulting from resubdivision or further subdivision thereof.

Section 1.6. "Declarant" shall mean and refer to the Declarant executing this Declaration, and it's specified successors and assigns, if such successors or assigns should acquire three or more undeveloped lots from the Declarant for the purpose of development.

ARTICLE II

PROPERTY RIGHTS

Section 2.1. Owner's Easements of Enjoyment. Every Owner shall have the right and easement of enjoyment in and to the Common Area that shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

2.1. The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area.

2.1.2. The right of the Association to suspend the voting rights and right to use the Common Area and recreational facilities by an Owner for any period during which any assessment against his lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of the Association's rules and regulations.

2.1.3. 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 two-thirds (2/3) of each class of members at a meeting called for that purpose have assented to such dedication or transfer, and a certification by the Association's secretary of the vote at such meeting has been recorded.

2.1.4. The right of the Association to limit the number of guests of members.

2.1.5. The right of the Association to establish uniform rules and regulations pertaining to the use of the Common Area and the facilities thereon.

Section 2.2. Delegation of use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment of the Common Area and facilities to the members of his family, and his tenants or contract purchasers who reside on the property.

Section 2.3. Waiver of Use. No Owner may exempt himself from personal liability for assessments levied by the Association, nor release the lot owned by him from the liens and charges hereof, by waiver of the use and enjoyment of the Common Area and the facilities thereon, or by abandonment of his lot.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 3.1. Every Owner of a lot that 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 that is subject to assessment.

Section 3.2. The Association shall have two (2) classes of voting membership.

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

3.2.2. Class B. The Class B Member 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 either of the following events, whichever occurs earlier:

3.2.2.1. When the total votes outstanding in the Class A membership are equal to the total votes outstanding in the Class B membership; or

3.2.2.2. Ten (10) years from the date of recordation of this Declaration.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 4.1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each lot owned within the Property, hereby covenants, and each Owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; and (2) special assessments for capital improvements or other Association need, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and actual attorney's fees, shall be a charge and lien on all of the land in the subdivision and shall be a continuing lien upon and against each and every lot against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the Owner of such property at the time when the assessment is due.

Section 4.2. Annual Assessments. The assessments levied by the Association shall be for the purpose of promoting the recreation, health, safety and welfare of the Owners of the lots and for the improvement and maintenance of the Common Area or portions thereof which said Owners are entitled to use and enjoy as herein set forth, including the cost of trash collection and snow removal, if any.

4.2.1. Until January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment shall be \$400.00 per lot, provided, however, that the maximum annual assessment for each unimproved lot owned by Declarant shall be twenty-five percent (25%) of said amount until such lot has had a house completed thereon. The minimum annual assessment shall be \$200.00 per lot.

4.2.2. From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the annual assessment may be increased each year by not more than ten percent (10%) above the maximum assessment for the previous year.

4.2.3. From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment may be increased above ten percent (10%) only by the 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.

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

Section 4.3. Special Assessments. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year for the purpose of defraying, in whole or in part, the cost of construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto (or any other special need of the Association), provided that any such assessment shall require the 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.

Section 4.4. Notice and Quorum for Any Action. Any action authorized hereunder shall be taken at a meeting called for that purpose, written notice of the meeting shall be sent to all members not less than twenty (20) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 4.5. Uniform Rate of Assessment. Except as provided to the contrary herein, both annual and special assessments must be fixed at a uniform rate for all lots in the community, and may be collected on a monthly or annual or other periodic basis.

Section 4.6. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of the first lot in the community, provided, however, that Declarant shall have the right to defer commencement of the assessment for a period not to exceed twelve months by its assumption of all of the obligations of the Association hereunder during such period and payment of all of the costs thereof. The first annual assessment shall be adjusted according to the number of months remaining in the fiscal 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. However, failure to fix or notify shall not render the assessments void, and the assessment from the prior year shall repeat if no new assessment is set or noticed. 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.

ARTICLE V
REMEDIES OF THE ASSOCIATION FOR
NONPAYMENT OF ASSESSMENTS

Section 5.1. Delinquency. Any assessment provided for in this Declaration which is not paid when due shall be delinquent. If any such assessment is not paid within thirty days after the due date, the assessment shall bear interest from the due date at the rate of eighteen percent (18%) per annum, and the Association may, at its option, bring an action at law against the Owner personally obligated to pay the same, or proceed in equity to foreclose the lien (provided for in Section 4.1 of Article IV hereof) against the lot, and there shall be added to the amount of such assessment the late charges, the costs of preparing and filing all notices and complaints and actual attorney's fees, together with costs of the action. Each Owner vests in the Association or its assigns the right and power to bring all actions at law or lien foreclosures against such Owner or other Owners for the collection of such delinquent assessments, all as governed and in compliance with the Real Property Article of the Annotated Code of Maryland.

Section 5.2. Notice of Lien. No action shall be brought to foreclose said assessment lien or to proceed under the power of sale herein provided earlier than thirty 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; said notice of claim of lien 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, plus actual attorney's fees and expenses of collection in connection with the debt), all of which shall be secured by said lien, and the name and address of the claimant.

Section 5.3. Foreclosure Sale. Any such sale provided for above is to be conducted in

accordance with the provisions of the laws and rules of procedure of the State of Maryland applicable to the exercise of powers of sale in mortgages and deeds of trust, or in any other manner permitted by law. The Association, through duly authorized agents, shall have the power to bid on the lot at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same. Notwithstanding the foregoing, all proceedings hereunder shall be governed by the Real Property Article relating to Homeowner Associations and Real Property Liens, as amended.

Section 5.4. 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 all costs and expenses and attorneys fees, together with a fee, to be determined by the Association, but not less than \$150.00, to cover the costs of preparing and filing or recording such release.

Section 5.5. Cumulative Remedies. The assessment lien and the rights to foreclosure and sale thereunder 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 5.6. Subordination of Assessment Liens. The lien of the assessments provided for herein shall be subordinate to the lien of any bona fide first mortgage or deed of trust. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage or deed of trust foreclosure or any proceeding in lieu thereof shall have priority over the lien of such assessments as to payments which became due prior to the default under the deed of trust or mortgage. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE VI **ARCHITECTURAL CONTROL**

Section 6. No building, fence, wall or other structure of any kind, including portable or temporary structures, shall be commenced, erected or maintained upon the Property or any lot in the Subdivision, nor shall any exterior addition to or change (including change of external paint, siding or paneling and the like) or alteration therein be made until the plans and specifications

showing the nature, kind, shape, height, materials, exterior colors and location of the proposal 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 Declarant, the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board of Directors. 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 under seal of an architect or engineer or surveyor in satisfactory and final form, approval will not be required and this Article will be deemed to have been fully complied with, but only to the extent of the sealed drawings originally submitted.

ARTICLE VII
USE RESTRICTIONS

Section 7.1. Restrictions. In addition to all other covenants contained herein, the use of the Property and each lot therein is subject to the following restrictions:

7.1.1. None of the lots shall be used for any purpose other than residential purposes.

No building shall be erected, altered, placed or permitted to remain on any such lot other than one used as a single family dwelling, except that Declarant or its successors may build multi-family dwellings if zoning permits.

7.1.2. No part of the Property shall ever be used or caused to be used or allowed or authorized in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending or other such non-residential purposes, except Declarant, its successors or assigns, may use the property for a model home site and display and sales office during the construction and sales period.

7.1.3. No sign or billboard of any kind shall be displayed to the public view on any portion of the Property or any lot, except one (1) sign for each building site, of not more than 24 inches by 36 inches, advertising the property for sale or rent, or except signs used by Declarant, its successors or assigns, to market the property during the construction and sales period.

7.1.4. No noxious or offensive activity shall be conducted on any lot or any part of the Property or Subdivision; nor shall anything be done thereupon which may be, or may become, an annoyance or nuisance to the neighborhood, or which shall in any way interfere with the quiet

enjoyment of each of the Owners of his respective dwelling unit, or which shall in any way increase the rate of insurance.

7.1.5. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out building shall be used on any lot at any time as a residence, either temporarily or permanently. No trailer, camper, boat or similar equipment shall be permitted to remain upon any property within the community unless placed or maintained within an enclosed garage or carport, or other enclosure approved by the Declarant or the Board of Directors.

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

7.1.7. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind, shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels or mineral excavations or shafts be permitted upon the surface of the Property. No derrick or other structure designed for use in boring for water, oil or natural gas shall be erected, maintained or permitted upon any lot, except as is necessary for the repair or replacement of an owner's well or septic system.

7.1.8. All rubbish, trash and garbage shall be regularly removed from the Property, and shall not be allowed to accumulate thereon. All clotheslines, refuse containers, wood piles, storage areas and machinery and equipment (excepting antennas and satellite dishes) shall be prohibited upon any lot, unless obscured from view of adjoining lots and streets by a fence or appropriate screen approved by the Architectural Committee. Nothing herein shall be deemed to apply to the storage on the Property by Declarant of building materials during, and for use in, the construction of the improvements on the Property. Antennas and satellite dishes are permitted and need not be screened.

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

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

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

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

Section 7.3. Easements. Easements over the Common Area for the installation and maintenance of electric, telephone, cable television, water, gas, drainage and sanitary sewer lines and facilities and the like are hereby reserved by Declarant, until such time as Declarant has conveyed the Common Area to the Association, together with the right to grant and transfer the same.

Section 7.4. Declarant also reserves the right to enter on the lots for the purpose of completing improvements thereon, and for the further purpose of carrying out any obligations which it may have, or assume, with respect to the curing of any defects in workmanship or materials in the Property or the improvements thereon.

Section 7.5. All Owners and occupants shall abide by the By-Laws and any rules and regulations adopted by the Association.

Section 7.6. No building or other structure shall hereafter be erected in the area designated as "Common Area" except for recreational amenities, said Common Area being hereby perpetually dedicated as open space.

Section 7.7. The Declarant, its successors and assigns, shall have the right to further subdivide or resubdivide the lots located in the subdivision in accordance with the applicable zoning ordinances and subdivision regulations of Anne Arundel County.

ARTICLE VIII
DUTIES AND POWERS OF THE ASSOCIATION

Section 8. 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:

8.1. Own, maintain, and otherwise manage all of the Common Areas and all facilities, improvements and landscaping thereon, and all other property acquired by the Association.

8.2. Pay any real and personal property taxes and other charges assessed against the Common Areas.

8.3. Have the authority to obtain, for the benefit of the Common Areas, all water, gas, and electric service and refuse collection and to pay for such services.

8.4. Grant easements where necessary for utilities over the Common Areas to serve the Common Areas and the lots.

8.5. 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 as a manager or managing agent shall provide for the right of the Association to terminate the same at the first annual meeting of the members of the Association.

8.6. Contract for and pay fire, casualty, liability and other insurance insuring the Association, Board of Directors and Owners with respect to the Common Areas.

8.7. Contract and pay for maintenance, gardening, utilities, materials and supplies, and services relating to the Common Areas and to employ personnel necessary for the operation of the project, including legal and accounting services, and including, without limitation, trash collection and snow removal.

8.8. Delegate its powers to its committees, officers and employees.

8.9. At the request of the public body authorized to accept such, dedicate those portions of the Common Areas that are used for vehicular ingress and egress as public or private streets.

ARTICLE IX
EXTERIOR MAINTENANCE

Section 9. Each Owner shall keep all lots owned by him, and all improvements therein or thereon, in good order and repair and free of debris, including but not limited to the seeding, watering, and mowing of all lawns, the pruning and cutting of all trees and shrubbery and the painting or staining (or other appropriate external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management. In the event an Owner of any lot in the Property shall fail to maintain the premises and the improvements situated thereon, as provided herein, the Association, after notice to the Owner as provided in the By-Laws and approved by vote of the Board of Directors, shall have the right to enter upon said lot to correct all deficiencies and to repair, maintain and restore the lot and the exterior of the buildings and any other improvements erected thereon. All costs related to such correction, repair or restoration shall be assessed against and shall be a lien upon such lot, and such lien may be enforced in the same manner as a Maintenance Association levied in accordance with Article IV hereof.

ARTICLE X
GENERAL PROVISIONS

Section 10.1. 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 covenants or restrictions herein contained shall in no event be deemed waiver of the right to do so thereafter. In any such action, the Association or Owner bringing the enforcement action shall be entitled to reimbursement of all costs and attorney's fees.

Section 10.2. Severability. Invalidation of any one of these covenants or restrictions by

judgment or court order shall not affect any other provisions, which shall remain in full force and effect.

Section 10.3. Duration and Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of ten (10) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first ten (10) year period by an instrument signed by not less than sixty percent (60%) of the lot Owners, and thereafter, by an instrument signed by the Owners of not less than fifty-five (55%) of the lots. Any amendment must be recorded.

Section 10.4. Annexation. Additional residential property and Common Area may be annexed to the Property by the Declarant.

Section 10.5. FHA/VA Approval. As long as there is a Class B membership, the following actions may require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Areas, and amendment of this Declaration of Covenants, Conditions and Restrictions

Section 10.6. Encroachment Easement. Each lot within the Property is hereby declared to have and to be subject to an easement, not exceeding five feet (5') in width, over all adjoining lots for the purpose of accommodating any encroachment due to engineering errors, errors in original construction, settlement or shifting of the buildings, roof overhangs, gutters, architectural or other appendages, draining of rainwater from roofs, or any other similar cause. There shall be valid easements for the maintenance of said encroachments so long as they shall exist, and the rights and obligations of Owners shall not be altered in any way by said encroachment, settlement or shifting; provided, however, that in no event shall a valid easement for encroachment be created in favor of an Owner or Owners if said encroachment occurred due to the willful misconduct of said Owner or Owners. In the event a structure on any lot is partially or totally destroyed and then repaired or rebuilt, the Owners of each lot agree that minor encroachments over adjoining lots shall be permitted and that there shall be a valid easements for the maintenance of said encroachments so long as they shall exist.

WITNESS/ATTEST:

Karen Smith

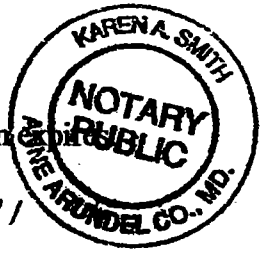
DECLARANT: SOLOMONS RIDGE-LLC

Michael F. Gardner (Seal)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 3rd day of January, 2000, before me, a Notary Public of the State of Maryland, personally appeared Michael F. Gardner, known to me to be the person authorized to sign on behalf of the Declarant, and acknowledged to me that he was duly authorized and empowered to execute the same for the purposes set forth herein.

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



My Commission Expires

6/1/01

Karen Smith
Notary Public

EXHIBIT A

legal description

SOLOMONS RIDGE HOMEOWNERS ASSOCIATION, INC.

All of the property described on the Plats of Solomons Ridge and Solomons Ridge Addition, which subdivision plats are recorded among the subdivision records of Anne Arundel County as follows:

SOLOMONS RIDGE SUBDIVISION:	(11 lots)	Plat Book 204 pages 3 & 4 Plat Numbers 10728 & 10729
deed reference:	Liber 8347 Folio 584	
SOLOMONS RIDGE ADDITION:	(9 lots)	Plat Book 223 page 22 Plat Number 11697
deed reference	Liber 4539 Folio 024	

SOLOMONS RIDGE HOMEOWNER'S ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

The name of the Corporation is Solomons Ridge Homeowner's Association, Inc., hereinafter referred to as the "Association". The principal office of the Corporation shall be located at 341 Dogwood Road, Millersville, Maryland 21108, but meetings of members and directors may be held at such place or places within the State of Maryland as may be designated by the Board of Directors.

ARTICLE II

DEFINITION

Section 2.1. "Association" shall mean and refer to Solomons Ridge Homeowner's Association, Inc., its successors and assigns.

Section 2.2. "Properties" shall mean and refer to that certain Subdivision of real property described in the Declaration of Covenants, Conditions, and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 2.3. "Common Area" shall mean all real property owned by or dedicated to the Association for the common use and enjoyment of the Owners in accordance with the Declaration.

Section 2.4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 2.5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 2.6. "Declarant" shall mean and refer to Michael F. Gardner, his or their successors and assigns, if such successors or assigns should acquire more than three undeveloped lots from the Declarant for the purpose of development.

Section 2.7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Office of Land Records for

Section 2.8. "Member" shall mean and refer to those parties entitled to membership as provided in the Declaration.

ARTICLE III
MEETINGS OF MEMBERS

Section 3.1. Annual Meeting. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 7:30 p.m., at a place convenient to the members, which shall be noticed to all members. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 3.2. Special Meetings. Special meetings of the members may be called at any time by the President of the Association or the Board of Directors, or upon written request of members who are entitled to vote one-fourth (1/4) of all the votes of the Class A membership.

Section 3.3. Notice of Meetings. Written notice of each meeting of the members shall be given by or at the discretion of the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 3.4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-half (1/2) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation 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 the 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 3.5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his lot.

Section 3.6. Assessments. Meetings to raise assessments shall be governed by the Declaration.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION AND TERM OF OFFICE

Section 4.1. Number. The affairs of this Association shall be managed by a Board of three (3) or more directors, who need not be members of the Association, so long as they are approved by the Declarant. While there is a Class B membership, the Board may consist of one or two directors.

Section 4.2. Term of Office. At the first annual meeting the members after the cessation of the Class B membership, the members shall elect three (3) directors for a term of one year and at each annual meeting thereafter the members shall elect three (3) directors for a like term.

Section 4.3. Removal. Any director may be removed from the Board, with or without cause, by a vote of 60% of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4.4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 4.5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting that they could take at a meeting by obtaining the unanimous written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

Section 4.6. Telephone Meetings. The directors may participate in board meetings by telephone conference or speakerphone.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 5.1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting.

The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall

be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 5.2. Election. Election to the Board of Directors shall be by written ballot. At each 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.

ARTICLE VI

MEETINGS OF DIRECTORS

Section 6.1. Regular Meetings. Regular meetings of the Board of Directors shall be held at least every four months without the necessity of notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 6.2. Special Meetings. 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 two (2) days' notice to each director.

Section 6.3. Quorum. A majority of the 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 VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 7.1. Powers. The Board of Directors shall have power to:

7.1.1 adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

7.1.2 suspend the voting rights and right to use the Common Area and the recreational facilities of a member during any period of time 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 60 days for any infraction of the Association's rules and regulations;

7.1.3 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;

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

7.1.5 employ a manager, independent contractors, and such other employees as they deem necessary, and to prescribe their duties.

Section 7.2 Duties. It shall be the duty of the Board of Directors to:

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

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

7.2.3 as more fully provided in the Declaration to:

7.2.3.1 fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period (however, if a new annual assessment is not fixed by the Boar for any reason, then the prior annual assessment shall repeat without further action being necessary);

7.2.3.2 send written notice of assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period (but failure to send written notice shall not void the assessment repeating from the prior year);

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

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

7.2.5 procure and maintain adequate liability and hazard insurance on property

owned or used by or dedicated to the Association;

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

7.2.7 cause the Common Area to be maintained and insured.

Section 7.3. No director shall have personal liability for any actions taken on behalf of the Association unless done so recklessly and in bad faith.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 8.1. Enumeration of Offices. The officers of this Association shall be a president and vice-president (who shall at all times be members of the Board of Directors), and a secretary and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 8.2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 8.3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign or be removed, or otherwise become disqualified to serve.

Section 8.4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may from time to time determine.

Section 8.5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 8.6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 8.7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 8.4 of this Article.

Section 8.8. Duties. The duties of the officers are as follows:

PRESIDENT

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

SECRETARY

8.8.2 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 names of all members of the Association together with their addresses, and shall perform such other duties as required by the board.

TREASURER

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

ARTICLE IX**COMMITTEES**

Section 9. 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 X**BOOKS and RECORDS**

Section 10. The books, records, and papers of the Association shall at all times be subject to inspection by any member during reasonable business hours. 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 XI
ASSESSMENTS**

Section 11. As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments, which assessments are hereby declared to be secured by a continuing lien upon the property against which the assessment is made. Any assessments that are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the due date at the rate of eighteen percent (18%) per annum or as dictated by law, whichever is less, plus attorneys fees, and the Association may enforce the lien for all assessments, interest and fees pursuant to the Maryland Contract Lien Act of the Real Property Article, or bring an action at law against the Owner personally obligated to pay the same or sue in equity to foreclose the lien against the property, together with all interest, costs and all attorney's fees, which shall be added to the amount of such assessment and secured thereby. 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 11.1. The minimum annual assessment shall be Two Hundred Dollars (\$200.00), or such additional sum as shall be established by the Association from time to time, due on January 1 of each year commencing upon the first sale of each lot from the Declarant to an Owner, prorated to the date of settlement in the first year.

**ARTICLE XII
AMENDMENTS**

13.1 These By-Laws may be amended at a regular or special meeting of the members by a vote of a majority of the members of the Association, except that the Federal Housing Administration or the Veterans Administration may have the right to veto amendments while any Class B memberships remain.

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

**ARTICLE XIII
MISCELLANEOUS**

Section 14. The fiscal year of the Association shall begin on the first day of January and end on the last day of December of every year.


IN WITNESS WHEREOF, the undersigned representative of the Declarant has adopted these Bylaws for the Association this 31st day of January, 2000.

WITNESS: Karen A. Smith [Signature]
SOLOMONS RIDGE LLC
DECLARANT
MANAGEMENT
MEMBER

STATE OF MARYLAND, A.A COUNTY, TO WIT:

I HEREBY CERTIFY that on this 31st day of January, 2000, before me, a Notary Public of the State of Maryland, personally appeared Michael Gardner, who acknowledged himself to be one of the officers of the Declarant of Solomons Ridge Homeowner's Association, Inc., and executed the foregoing instrument for the purposes therein contained.

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

Karen Smith
Notary Public
My Commission expires 6/1/05


CERTIFICATION

I, the undersigned do hereby certify:
I am the duly elected and acting secretary of Solomon's Ridge
Homeowner's Association, Inc., a Maryland corporation.

The foregoing Bylaws constitute the original Bylaws of said Association as duly adopted by the Declarant on the 31st day of January, 2000.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 31st day of January, 2000.

[Signature]
, Secretary

EXHIBIT A

legal description

SOLOMONS RIDGE HOMEOWNERS ASSOCIATION, INC.

All of the property described on the Plats of Solomons Ridge and Solomons Ridge Addition, which subdivision plats are recorded among the subdivision records of Anne Arundel County as follows:

SOLOMONS RIDGE SUBDIVISION:	(11 lots)	Plat Book 204 pages 3 & 4 Plat Numbers 10728 & 10729
deed reference:	Liber 8347 Folio 584	
SOLOMONS RIDGE ADDITION:	(9 lots)	Plat Book 223 page 22 Plat Number 11697
deed reference	Liber 4539 Folio 024	

**ARTICLES OF INCORPORATION
OF
SOLOMONS RIDGE HOMEOWNER'S ASSOCIATION, INC.**

In compliance with the requirements of the Corporations and Associations Article of the Annotated Code of Maryland, the undersigned, all of whom are residents of the State of Maryland and all of whom are of full legal age, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and do hereby certify:

ARTICLE I

The name of the corporation is Solomons Ridge Homeowner's Association, Inc., hereinafter called the "Association".

ARTICLE II

The principal office of the Association is located at 341 Dogwood Road, Millersville, Maryland 21108.

ARTICLE III

Michael F. Gardner, whose address is 341 Dogwood Road, Millersville, Maryland 21108, is hereby appointed the initial resident agent of this Association; said resident agent is a citizen of the State of Maryland and actually resides therein.

ARTICLE IV

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purpose for which it is formed is to provide for maintenance, preservation and architectural control of the residence lots and Common Area within that certain subdivision tract of property known as the Subdivision of Solomons Ridge (more particularly described in "Exhibit A" attached hereto and made a part hereof), and to promote the health, safety and welfare of the residents within the above described subdivision and any additions thereto as may hereafter be brought within the jurisdiction of this Association, and for this purpose to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration", applicable to the property and recorded or

intended to be recorded in the Office of Land Records for Anne Arundel County, Maryland, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

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

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

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

(e) dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of each class of members agreeing to such dedication, sale or transfer, unless otherwise set forth herein or on the Subdivision Plat;

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

(g) have and exercise any and all other powers, rights, and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Maryland may by law now or hereafter have or exercise.

The Corporation is a non-stock corporation and is not authorized to issue stock (Corporations and Associations Article of the Annotated Code of Maryland, Section 5-201 and following).

ARTICLE V**MEMBERSHIP**

Every person or entity who is a record owner and has a fee or undivided fee interest in any lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities that hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any lot that is subject to assessment by the Association.

ARTICLE VI**VOTING RIGHTS**

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 may 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 (as defined in the Declaration), 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 either of the following events, whichever occurs earlier;

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in Class B membership; or
- (b) ten (10) years from the date of recordation of the Declaration.

ARTICLE VII**BOARD OF DIRECTORS**

The affairs of this Association shall be managed by a Board of three (3) or more directors, who need not be members of the Association so long as they are approved by the Declarant. The number of directors may be changed by amendment of the By-Laws of the Association. The Board may consist of less than three directors while the Declarant is marketing lots and there is still a Class B membership. The name and address of the person who is to act in the capacity of directors until the selection of their successors is:

Michael F. Gardner
341 Dogwood Road
Millersville, Maryland 21108

BOOK 0020 PAGE 0550

until such time as there is a major ownership by the Association.

At the first annual meeting of the Association the members shall elect three directors for a term of one year and at each annual meeting thereafter the members shall elect three directors for a like term.

ARTICLE VIII

DISSOLUTION

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

ARTICLE IX

DURATION

The Corporation shall exist perpetually.

ARTICLE X

AMENDMENT

Amendment of these Articles shall require the assent of two-thirds (2/3) of the entire membership.

ARTICLE XI

FHA/VA APPROVAL

As long as there is a Class B membership, the following actions may 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.

IN WITNESS WHEREOF, for the purpose of forming this Corporation under the laws of

the State of Maryland, the undersigned have executed these Articles of Incorporation this 31st day of January, 2000.

WITNESS/ATTEST:

Karen Smith

DECLARANT:

Michael F. Gardner DECLARANT

Michael F. Gardner

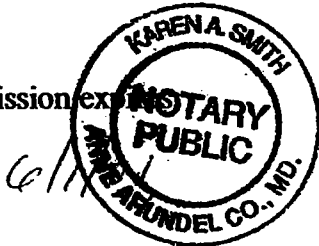
STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 31st day of January, 2000, before me, a Notary Public of the State of Maryland, personally appeared Michael F. Gardner, who acknowledged himself to be one of the officers of the Declarant for the foregoing Homeowner's Association to be incorporated, and executed the foregoing instrument for the purposes therein contained.

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

Karen Smith
Notary Public

My Commission expires



SOLOMONS RIDGE HOMEOWNERS ASSOCIATION, INC.

CONSENT OF RESIDENT AGENT

I hereby consent to act as resident agent in Maryland for Solomons Ridge Homeowners Association, Inc., the entity named in the attached instrument.

A handwritten signature in black ink, appearing to read 'M. Gardner', is written above a horizontal line.

Signature of Michael Gardner, Resident Agent

EXHIBIT A

legal description

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All of the property described on the Plats of Solomons Ridge and Solomons Ridge Addition, which subdivision plats are recorded among the subdivision records of Anne Arundel County as follows:

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deed reference	Liber 4539 Folio 024	