

THE FIRST **AQUARIUS** HOMES ASSOCIATION, INC.



AT BEL PRE

ROSSMOOR



ROSSMOOR CONSTRUCTION CORPORATION
Aquarius at Bel Pre
14401 Connecticut Ave., Silver Spring, Md. 20906
Phone: 686-7800

4230 869

CLERK'S OFFICE
MONTG. CO., MD.

THIS DECLARATION, made this 12th day of June 1972, by ROSSMOOR CONSTRUCTION CORPORATION, a Maryland corporation, hereinafter sometimes called "the Declarant",

WITNESSETH:

WHEREAS, the Declarant is the owner of the real property described in Article II hereof and desires to create thereon a residential community with permanent common areas and community facilities for the benefit of said community; and

WHEREAS, the Declarant desires to provide for the preservation of the values and amenities in said community and for the maintenance of said common areas and community facilities; and to this end, desires to subject the real property described in Article II hereof to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and the subsequent owners thereof; and

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

WHEREAS, the Declarant has formed (or intends to form) The First Aquarius Homes Association, Inc., as a non-profit corporation without capital stock under the General Laws of the State of Maryland for the purposes of carrying out the powers and duties aforesaid.

NOW, THEREFORE, the Declarant hereby declares that the real property described in Article II hereof is and shall be held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied and improved subject to the covenants, restrictions, easements, charges and liens (hereinafter sometimes referred to as "covenants and restrictions") hereinafter set forth:

ARTICLE I

Section 1. Definitions. The following words when used in this Declaration shall have the following meanings:

(a) "Association" shall mean and refer to The First Aquarius Homes Association, Inc., and its successors or assigns.

(b) "The Property" shall mean and refer to all real property described in Article II hereof and such additions thereto as may hereafter be made pursuant to the provisions of said Article II.

(c) "Lot" shall mean and refer to all subdivided parcels or property which are part of The Property and shall include, without limitation, condominium units as that term is defined in Article 21, §117A, et seq., Annotated Code of Maryland [1957].

(d) "Common Areas" or "Community Facilities" shall mean and refer to all real property owned by the Association for the benefit, use and enjoyment of its members.

(e) "Dwelling" shall mean and refer to any building or portion of a building situated upon The Property and designed and intended for use and occupancy as a residence by a single family.

(f) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot situated on The Property, including contract sellers, but excluding those having such interest solely as security for the performance of an obligation.

(g) "Member" shall mean and refer to every person, group of persons or entity who holds membership in the Association.

(h) "Developer" shall mean and refer to the Declarant, Rossmoor Construction Corporation, a Maryland corporation, and its successors.

ARTICLE II

Section 1. Property Subject to Declaration. The real property which is, and shall be, held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied, and improved subject to this Declaration is located in the County of Montgomery, State of Maryland, and is more particularly described on "EXHIBIT A" attached hereto and by this reference made a part hereof.

Section 2. Additions. So long as there are Class B members of the Association, additional property may be annexed to the above-described property without the assent of the Class A members of the Association, if any; provided, however, that both the Federal Housing Administration and the Veterans Administration determine that such annexation is in accord with the general plan previously approved by them. Thereafter, such additional property may be annexed only with the consent of two-thirds (2/3) of the Class A members of the Association. Any additional property so annexed, however, must be adjacent to or in the immediate vicinity of the above-described property. The scheme of the within Covenants and Restrictions shall not, however, be extended to include any such additional property unless and until the same is annexed to the real property described on "EXHIBIT A", as hereinafter provided.

Any annexations made pursuant to this Article, or otherwise, shall be made by recording a Supplementary Declaration of Covenants and Restrictions among the Land Records for Montgomery County, Maryland, which Supplementary Declaration shall extend the scheme of the within Covenants and Restrictions to such annexed property. Such Supplementary Declaration may contain such complementary additions and modifications to the covenants and restrictions set forth in the within Declaration as may be necessary to reflect the different character or use, if any, of such annexed property.

ARTICLE III

Section 1. Membership. The Association shall have two classes of voting membership:

(a) With the exception of the Declarant, every person, group of persons or entity who is a record owner of a fee interest in any Lot which is or becomes subject by covenants of record to assessment by the Association shall be a Class A member of the Association, provided, however, that any such person, group of persons or entity who holds such interest solely as security for the performance of an obligation shall not be a member and provided, further, that any person, group of persons or entity who holds such an interest in any Lot designated as Common Area shall not be a member on account thereof. Class A members shall be entitled to one vote for each Lot in which they hold the interest required for membership. In the event that more than one person, group of persons or entity is the record owner of a fee interest in any Lot, then the vote for the membership appurtenant to such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

(b) The Class B member shall be the Declarant and shall be entitled to three votes for each Lot in which it holds the interest otherwise required for Class A membership, provided, however, that each Class B membership shall lapse and become a nullity on the first to happen of the following events:

- (i) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- (ii) on January 1, 1976.

ARTICLE IV

Section 1. Member's Right of Enjoyment. Every member shall have a right and easement of enjoyment in and to the Common Areas and Community Facilities and such easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following:

(a) The right of the Association, in accordance with its Articles of Incorporation and By-Laws, to borrow money for the purpose of improving the Common Areas and Community Facilities and in aid thereof to mortgage said property. The Association shall not mortgage the Common Areas or Community Facilities except by resolution approved by two-thirds (2/3) of the members of all classes. In the event of a default and foreclosure upon any such mortgage, the lender shall have the right, after taking possession of such property, to charge admission and other fees as a condition to continued enjoyment by the members and their guests; and

(b) The right of the Association to levy reasonable admission and other fees for the use of any recreational facility situated upon the Common Areas by the members of the Association and their guests; and

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

(d) The right of the Association to limit the number of guests of members; and

(e) The right of the Association to suspend the voting rights and the rights to use of the Common Areas and Community Facilities for any period during which any assessment remains unpaid and for any period not to exceed sixty (60) days for any infraction of its published rules and regulations; and

(f) The right of the Association to dedicate or transfer all or any part of the Common Areas or Community Facilities to any public or municipal agency, authority or utility for purposes consistent with the purpose of this Declaration and subject to such conditions as may be agreed to by the members, provided, however, that no such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of all classes of the then members of the Association has been recorded, agreeing to such dedication, transfer, purpose or conditions, and unless written notice of the proposed agreement and action thereunder is sent to each member at least ninety (90) days prior to the taking of any action; and

(g) The rights of the fee owners of Lots to a perpetual easement over any Common Area or Community Facility for such portions of their Dwellings that may overhang said Common Areas or Community Facilities, and for necessary pedestrian ingress and egress to and from any such Dwelling over said Common Areas and Community Facilities.

Section 2. Rights Not Subject to Suspension. Notwithstanding anything herein contained to the contrary, the rights and easements created in paragraph (g) of Section 1 of this Article IV or Section 1 through and including Section 5 of Article X hereof shall not be suspended by the Association for any reason.

ARTICLE V

Section 1. Covenant for Maintenance Assessments. The Declarant for each Lot owned by it [and as hereinafter limited by the provisions of this Declaration] and each person, group of persons or entity who becomes an Owner of a Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; and (2) special assessments for capital improvements, or maintenance provided by the Association, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided shall be a charge on the land and shall be a continuing lien upon the property and Lot against which such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person, group of persons or entity who was the Owner of such property and Lot at the time when the assessment fell due.

Section 2. Purpose of Assessment. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, scenic enjoyment, health, welfare and safety of the residents on the Property and in particular for the improvement and maintenance of the properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Areas and Community Facilities and, to the extent herein provided, of the Dwellings situated upon the Property, including, but not limited to, the payment of taxes and insurance for said Common Areas and Community Facilities and, repair, replacement, and additions thereto, and for the cost of labor, equipment, and materials, management and supervision thereof.

Section 3. Annual Assessments. The maximum annual assessment for each Lot shall not exceed One Hundred Twenty and * * * No/100 Dollars [\$120.00] per annum, and may be levied on a monthly, quarterly, semi-annual or annual basis. The Board of Directors of the Association may fix the annual assessment at any amount not in excess of the maximum hereinabove provided for.

Section 4. Increase in Maximum Assessment.

(a) From and after January 1, 1973, in any event, the maximum annual assessment for all memberships may be increased by the Board of Directors of the Association, without a vote of the membership, not more than five percent [5%] above the maximum annual assessment for the preceding year, provided, however, that the maximum annual assessment shall not be decreased below the amount provided for in Section 3 of this Article.

(b) From and after January 1, 1973, the maximum annual assessment for all memberships may be increased above that established by the preceding paragraph by a vote of members, as hereinafter provided, for the next succeeding year and at the end of such year for each succeeding year. Any change made pursuant to this paragraph shall have the assent of two-thirds (2/3) of all classes of the members of the Association. A meeting of the members shall be duly called for this purpose.

Section 5. Special Assessments. In addition to the annual assessments authorized by this Article, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement located upon the Common Areas, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of all classes of the then members of the Association. A meeting of the members shall be duly called for this purpose. Any special assessment levied by the Association pursuant to the provisions of this Section shall be fixed at a uniform rate of each Lot.

Section 6. Commencement of Annual Assessments. The annual assessment for each membership shall commence on the first day of the month following the conveyance of the first Common Areas and Community Facilities to the Association. The first annual assessment for any such membership shall be made for the balance of the calendar year and shall become due and payable and a lien on the date aforesaid. Except as hereinafter provided, the assessment for any Lot for any year after the first year, shall become due and payable and a lien on the first day of said year.

It shall be the duty of the Board of Directors of the Association to periodically fix the amount of the annual assessment against each Lot for each assessment period and the Board of Directors shall make reasonable efforts to fix the amount of the assessment against each Lot for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the Lots and assessments applicable thereto which shall be kept

in the office of the Association and shall be open to inspection by any owner upon reasonable notice to the Board. Written notice of the assessment shall thereupon be sent to the Owner of any Lot subject thereto.

Section 7. Assessment of Declarant. Any provision of this Declaration or of the Articles of Incorporation or By-Laws of the Association notwithstanding, the Declarant shall be required to pay an annual assessment for any Lot in which it has the interest otherwise required for Class A membership only in an amount equal to twenty-five percent [25%] of the annual assessment which the Association levies for each Class A membership. The foregoing shall not apply to any Lot on which is situate a completed Dwelling held by the Declarant for rental purposes.

Section 8. Assessment Certificates. The Association shall, upon demand, at any reasonable time, furnish to any Owner liable for assessment a certificate in writing signed by an officer or other authorized agent of the Association, setting forth the status of said assessment; i.e., whether the same is paid or unpaid. Such certificate shall be conclusive evidence of the payment of any assessment therein stated to have been paid. A charge not to exceed Ten Dollars [\$10.00] may be levied in advance by the Association for each certificate so delivered.

ARTICLE VI

Section 1. Non-Payment of Assessment. Any assessment levied pursuant to these covenants which is not paid on the date when due shall be delinquent and shall, together with such interest thereon and cost of collection thereof, as hereinafter provided, thereupon become a continuing lien upon the property which shall bind such Lot in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment, however, shall also remain his personal obligation for the statutory period.

If the assessment is not paid within thirty [30] days after the delinquency date, the assessment shall bear interest at the rate of six percentum [6%] per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property [to the same extent, including a foreclosure sale and deficiency decree, and subject to the same procedures as may then be applicable to mortgages under the law of the State of Maryland], in either of which events interest, costs and reasonable attorneys' fees shall be added to the amount of each assessment. No Owner may waive or otherwise escape liability for the assessments herein provided for by non-use of the Common Areas or Community Facilities or abandonment of his Lot or Dwelling.

Section 2. Subordination Provision. The lien of the assessments provided for in this Declaration shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the Lot subject to assessment, provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such Lot pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

ARTICLE VII

Section 1. Exterior Maintenance of Dwellings. In addition to maintenance upon the Common Areas and Community Facilities, as aforesaid, the Association may, in the interest of the general welfare of all the Owners of The Property, provide periodic exterior maintenance upon other Lots or Dwellings subject to annual assessment as provided herein, as follows (but in no way limited to the following): periodic painting of exterior building surfaces and trim, repair and maintenance of gutters, downspouts, roofs, shrubs, lawns, walks, driveways and other exterior improvements, all as and when it deems necessary for the purposes aforesaid but not without resolution by the Board of Directors of the Association or by an architectural control committee composed of three (3) or more members appointed by the Board, and not without reasonable notice to the Owner of any Lot proposed to be so maintained.

Section 2. Assessment of Cost. The cost of any exterior maintenance performed pursuant to Section 1 of this Article shall be assessed against the Lot upon which such maintenance is done and, when so assessed, a statement for the amount thereof shall be rendered to the Owner of said Lot at which time the assessment shall become due and payable and a continuing lien and obligation of the Owner in all respects as provided in Article V of this Declaration.

Section 3. Access at Reasonable Times. For the purpose solely of performing the exterior maintenance required or authorized by this Article, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, to enter upon any lot or the exterior of any Dwelling at reasonable hours on any day except Sunday.

ARTICLE VIII

Section 1. Architectural Control Committee. Except for original construction or as otherwise in these covenants provided, no building, fence, wall or other structure shall be commenced, erected, or maintained upon The Property, nor shall any exterior addition to or change [including any change in color] or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing as to harmony of external design, color and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural control committee composed of three [3] members appointed by the Board of Directors. In the event the Board of Directors, or its designated committee, fails to approve or disapprove such design and location within forty-five [45] 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.

Section 2. Fences. Except for original construction, any fence constructed upon The Property shall be either horizontal rustic, unfinished split rail or cedar stockade and shall not extend beyond the extension of the front

building line of any Dwelling. The erection of all fences shall also be subject to the provisions of Section 1 of this Article.

Section 3. Prohibited Uses and Nuisances. Except for the activities of the Developer during original construction:

(a) No noxious or offensive trade or activity shall be carried on upon any Lot or within any Dwelling situate upon The Property, nor shall anything be done therein or thereon which may be or become an annoyance or nuisance to the neighborhood or the other Owners of The Property.

(b) The maintenance, keeping, boarding and/or raising of animals, livestock or poultry of any kind, regardless of number shall be and is hereby prohibited on any Lot or within any Dwelling situate upon The Property, except that this shall not prohibit the keeping of dogs, cats and/or caged birds as domestic pets provided they are not kept, bred or maintained for commercial purposes.

(c) No burning of any trash and no accumulation or storage of litter, new or used building materials, or trash of any other kind shall be permitted on any Lot.

(d) Except as hereinafter provided, no junk vehicle, commercial vehicle, trailer, truck, camper, camp truck, house trailer, boat or the like, shall be kept upon The Property nor (except for bona fide emergencies) shall the repair or extraordinary maintenance of automobiles or other vehicles be carried out thereon. The Association may, in the discretion of its Board of Directors, provide and maintain a suitable area designated for the parking of such vehicles or the like.

(e) Trash and garbage containers shall not be permitted to remain in public view except on days of trash collection.

(f) In order to facilitate the free movement of passing vehicles, no automobiles belonging to residents shall be parked on the paved portion of any joint driveway or streets, public or private, except during bona fide temporary emergencies.

(g) No sound hardwood trees measuring in excess of four [4] inches in diameter two [2] feet above the ground shall be removed from any Lot without written approval of the Association acting through its Board of Directors or duly appointed committee.

(h) Except as may be approved in writing by the Board of Directors or their designated committee, no structure of a temporary character, trailer, tent, shack, barn or other outbuilding shall be used on any Lot at any time. Temporary playhouses or the like may be so maintained provided that their primary purpose is the maintenance and/or promotion of juvenile recreation.

(i) Except for entrance signs, directional signs, community "theme areas" and the like, no signs of any character shall be erected, posted or displayed upon, in or about any Lot or Dwelling situate upon The Property, provided, however, that one sign not exceeding two [2] square feet in area and not illuminated may be attached to a Dwelling where a professional office [as herein defined] is maintained, and provided further that one temporary real estate sign not exceeding six [6] square feet in area, may be erected upon any Lot or attached to any Dwelling placed upon the market for sale or rent.

(j) No structure, planting or other material other than driveways or sidewalks shall be placed or permitted to remain upon any Lot which may damage or interfere with any easement for the installation or maintenance of utilities, or which may change, obstruct or retard direction or flow of any drainage channels.

(k) Garage doors and the doors of any other storage room or the like shall be maintained in a closed position whenever possible.

(l) No outside television or radio aerial or antenna, or other aerial or antenna, for reception or transmission, shall be maintained upon any Lot or Dwelling without the prior written consent of the Board of Directors.

(m) There shall be no violation of any rules for the use of the Common Areas or Community Facilities which may from time to time be adopted by the Board of Directors and promulgated among the membership by them in writing, and the Board of Directors is hereby and elsewhere in this Declaration authorized to adopt such rules.

Section 4. Right of Association to Remove or Correct Violations of this Article. The Association may, in the interest of the general welfare of all the Owners of The Property and after reasonable notice to the Owner, enter upon any Lot or the exterior of any Dwelling at reasonable hours on any day except Sunday for the purpose of removing or correcting any violations or breach or any attempted violation of any of the covenants and restrictions contained in this Article, or for the purpose of abating anything herein defined as a prohibited use or nuisance, provided, however, that no such action shall be taken without a resolution of the Board of Directors of the Association or by an architectural control committee composed of three (3) or more members appointed by the Board.

ARTICLE IX

Section 1. Residential Use. All Dwellings shall be used for private residential purposes exclusively, except that a professional office may be maintained in a Dwelling, provided that such maintenance and use is limited to the person actually residing in the Dwelling and one other professional associate, and, provided, further, that such maintenance and use is in strict conformity with the provisions of any relevant zoning law or ordinance.

Section 2. Context. As used herein, the term "professional office" shall mean rooms used for office purposes not by more than two members of any recognized profession, including doctors, dentists, lawyers, architects, but not including medical or dental clinics.

ARTICLE X

Section 1. Joint Driveways. Any driveway which is built or installed as part of the original construction upon The Property and which is situated on the dividing line between lots or partly on one lot and partly on another lot or other lots, shall constitute a joint driveway for the equal and common use and benefit of the Owners of any Lots or other portions of The Property which it is reasonably designed to serve, and to the extent not inconsistent with the provisions of this Article, the general rules of law regarding joint driveways

and of liability for property damage due to negligent or willful acts or omissions regarding the same shall apply thereto.

Section 2. Repair and Maintenance. The cost of reasonable repair and maintenance of any joint driveways shall be shared by the Owners who make use of the same in equal amounts.

Section 3. Damage or Destruction. In the event any joint driveway is destroyed or damaged, any Owner who has used the same may restore it, and if the other Owners thereafter make use of the same, they shall contribute to the cost of restoration thereof in equal proportions without prejudice, however, to the right of any such Owner to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Easement. There shall be a perpetual and nonexclusive easement in, through and over any such joint driveway reserved to the Owners of any Lot or Lots upon which the same has been built or installed or which the same has reasonably been designed to serve and no person shall in any way interfere with the free and unobstructed use thereof by said Owners.

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

ARTICLE XI

Section 1. Party Walls. Each wall which is built as part of the original construction of the Dwellings upon The Property and placed on the dividing line between Lots or Dwellings shall constitute a party wall, and to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and of liability for property damage due to negligent or willful acts or omissions shall apply thereto.

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

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

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

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

ARTICLE XII

Section 1. Duration. Except where permanent easements or other permanent rights or interests are herein created, the covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of thirty [30] years from the date of recordation of this Declaration, after which the said covenants shall be automatically extended for successive periods of ten [10] years each, unless an instrument signed by the then Owners of seventy-five percent [75%] of the Lots has been recorded, agreeing to change said covenants and restrictions in whole or in part. No such agreement to change shall be effective unless made and recorded three [3] years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every Owner at least ninety [90] days in advance of any action taken and no such agreement to change shall be effective with respect to any permanent easements or other permanent rights or interests relating to the Common Areas herein created.

Section 2. Incorporation by Reference on Resale. In the event any Owner sells or otherwise transfers his Lot, any deed purporting to effect such transfer shall contain a provision incorporating by reference the covenants, restrictions, easements, charges and liens set forth in this Declaration.

Section 3. Notices. Any notice required to be sent to any member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, by ordinary mail, postpaid, to the last known address of the person who appears as member or Owner on the records of the Association at the time of such mailing.

Section 4. Enforcement. These covenants and restrictions may be enforced by the Association or any Owner. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain or enjoin violation or to recover damages, and against the land to enforce any lien created by these covenants; and the failure or forbearance by the Association or 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. There shall be and there is hereby created and declared to be a conclusive presumption that any violation or breach of any attempted violation or breach of any of the within covenants or restrictions cannot be adequately remedied by action at law or by recovery of damages.

Section 5. No Dedication to Public Use. Nothing herein contained shall be construed as a dedication to public use or as an acceptance for maintenance of any common areas or community facilities by any public or municipal agency, authority or utility.

Section 6. Severability. Invalidity of any one of these covenants or restrictions by judgment, decree or order shall in no way affect any other provision hereof, each of which shall remain in full force and effect.

Section 7. FHA/VA Approvals. So long as there is any Class B membership of the Association outstanding, the following actions shall require the prior written approval of the Federal Housing Administration and/or the Veterans Administration:

(a) Any annexation or addition made pursuant to Article II, Section 2 of this Declaration; and

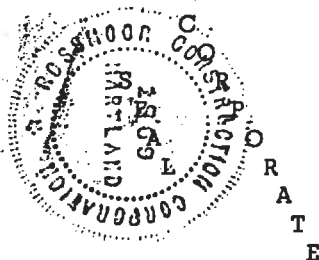
(b) Any merger or consolidation of the Association with another or any sale, lease, exchange or other transfer of all or substantially all of the assets of the Association to another; and

(c) Any sale, transfer, mortgage, assignment or dedication of any of the Common Areas or Community Facilities; and

(d) Any amendment of this Declaration or of the Articles of Incorporation of the Association or the dissolution of the Association.

IN WITNESS WHEREOF, the said Rossmoor Construction Corporation, a Maryland corporation, has on the 12th day of June, 1972, caused these presents to be executed by Jerold E. Williamson, its Vice President, attested by G. W. Davis, its Assistant Secretary, and its corporate seal to be hereunto affixed; and does hereby appoint Jerold E. Williamson as its true and lawful attorney in fact to acknowledge and deliver these presents as the act and deed of Rossmoor Construction Corporation.

ROSSMOOR CONSTRUCTION CORPORATION



By: Jerold E. Williamson
Jerold E. Williamson, Vice President

Attest:

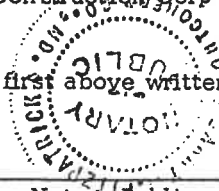
G. W. Davis
G. W. Davis, Assistant Secretary

STATE OF MARYLAND)
COUNTY OF MONTGOMERY) §§

I HEREBY CERTIFY that on the 12th day of June, 1972, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared JEROLD E. WILLIAMSON, who is personally well known to me as the person named as attorney in fact on the foregoing Declaration, and by virtue of the authority vested in him by said instrument, acknowledged the same to be the act and deed of Rossmoor Construction Corporation.

WITNESS my hand and notarial seal the year and day first above written.

Barry M. Fitzpatrick
Barry M. Fitzpatrick, Notary Public



My Commission expires: 7/1/74

100-4230-10000

The undersigned, a member in good standing of the Bar of the Court of Appeals of Maryland, hereby certifies that the within instrument was prepared by him or under his immediate supervision.



Barry M. Fitzpatrick

"EXHIBIT A"

Lots 1 through 38, inclusive, in block [D], Lots 1 through 12, inclusive in block [E]; in the subdivision known as "Plat 1, Aquarius at Bel Pre", per plat of said subdivision recorded in Plat Book 92 at plat 9965 among the Land Records for Montgomery County, Maryland.

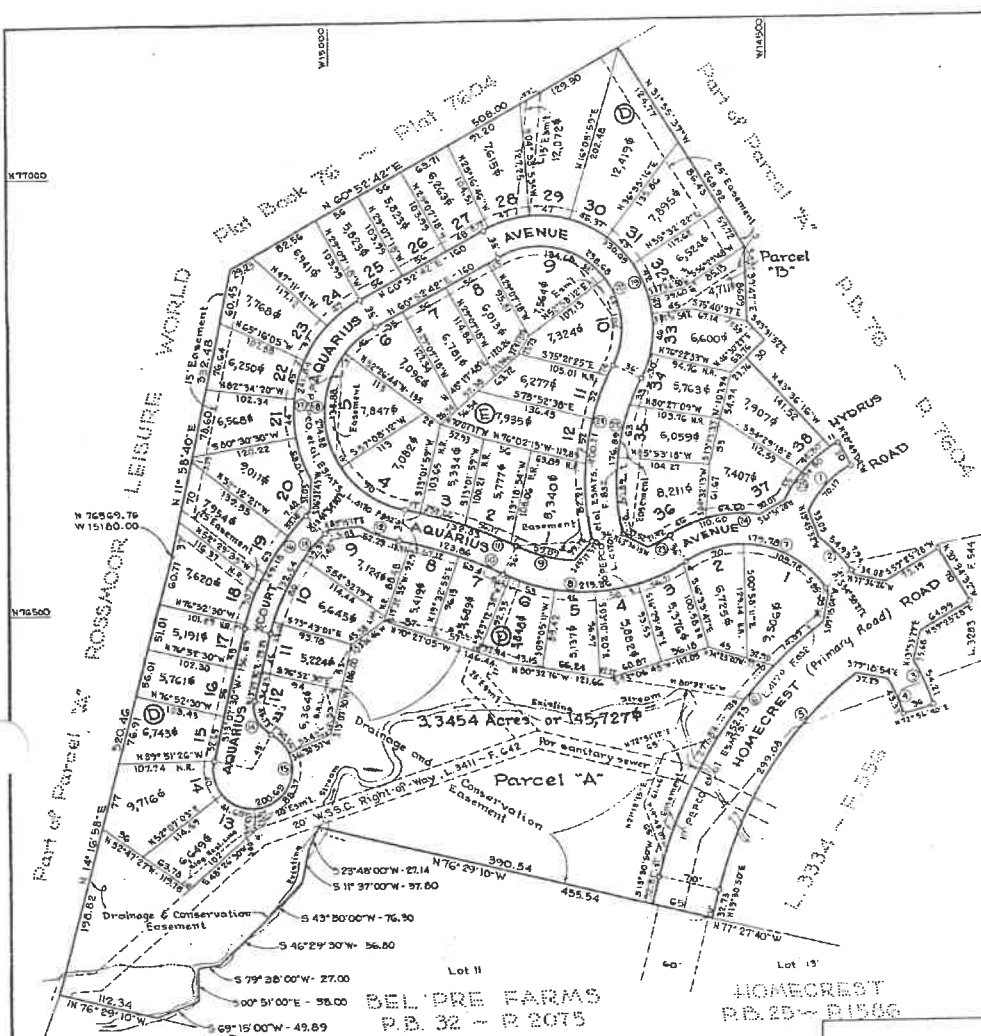
Lots 23 through 26, inclusive, in block [A], Lots 15 through 26, inclusive, in block [B], Lots 1 through 16, inclusive, in block [C] and Lots 39 through 58, inclusive, in block [D]; in the subdivision known as "Plat 2, Aquarius at Bel Pre", per plat of said subdivision recorded in Plat Book 92 at plat 9966 among the Land Records for Montgomery County, Maryland.

Lots 1 through 22, inclusive, in block [A] and Lots 1 through 14, inclusive, in block [B]; in the subdivision known as "Plat 3, Aquarius at Bel Pre" per plat of said subdivision recorded in Plat Book 92 at plat 9967 among the Land Records for Montgomery County, Maryland.

Parcel "A" and Parcel "B" in the subdivision known as "Plat 1, Aquarius at Bel Pre" per plat of said subdivision recorded in Plat Book 92 at plat 9965 among the Land Records for Montgomery County, Maryland.

Parcel "C", Parcel "D", Parcel "E", Parcel "F", and Parcel "G" in the subdivision known as "Plat 2, Aquarius at Bel Pre" per plat of said subdivision recorded in Plat Book 92 at plat 9966 among the Land Records for Montgomery County, Maryland.

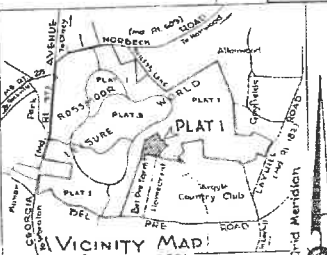
Parcel "H" and Parcel "J" in the subdivision known as "Plat 3, Aquarius at Bel Pre", per plat of said subdivision recorded in Plat Book 92 at plat 9967 among the Land Records for Montgomery County, Maryland.



Curve Data

| No | Radius | Chord | Angle | Chord Bearing |
|----|--------|-------|-------|-----------------|
| 1 | 120.00 | 33.30 | 90.00 | N 44° 25' 51" E |
| 2 | 153.00 | 20.44 | 54.93 | N 44° 52' 25" W |
| 3 | 171.81 | 14.09 | 39.41 | N 44° 52' 25" W |
| 4 | 176.81 | 14.09 | 39.41 | N 44° 52' 25" W |
| 5 | 440.00 | 38.26 | 24.22 | N 44° 52' 25" W |
| 6 | 510.00 | 29.57 | 19.27 | N 44° 52' 25" W |
| 7 | 117.00 | 68.02 | 15.19 | N 44° 52' 25" W |
| 8 | 215.00 | 56.47 | 30.38 | N 44° 52' 25" W |
| 9 | 179.00 | 19.14 | 32.89 | N 44° 52' 25" W |
| 10 | 440.00 | 14.09 | 39.41 | N 44° 52' 25" W |
| 11 | 510.00 | 29.57 | 19.27 | N 44° 52' 25" W |
| 12 | 117.00 | 68.02 | 15.19 | N 44° 52' 25" W |
| 13 | 215.00 | 56.47 | 30.38 | N 44° 52' 25" W |
| 14 | 179.00 | 19.14 | 32.89 | N 44° 52' 25" W |
| 15 | 440.00 | 14.09 | 39.41 | N 44° 52' 25" W |
| 16 | 510.00 | 29.57 | 19.27 | N 44° 52' 25" W |
| 17 | 117.00 | 68.02 | 15.19 | N 44° 52' 25" W |
| 18 | 215.00 | 56.47 | 30.38 | N 44° 52' 25" W |
| 19 | 179.00 | 19.14 | 32.89 | N 44° 52' 25" W |
| 20 | 440.00 | 14.09 | 39.41 | N 44° 52' 25" W |
| 21 | 510.00 | 29.57 | 19.27 | N 44° 52' 25" W |
| 22 | 117.00 | 68.02 | 15.19 | N 44° 52' 25" W |
| 23 | 215.00 | 56.47 | 30.38 | N 44° 52' 25" W |
| 24 | 179.00 | 19.14 | 32.89 | N 44° 52' 25" W |
| 25 | 440.00 | 14.09 | 39.41 | N 44° 52' 25" W |
| 26 | 510.00 | 29.57 | 19.27 | N 44° 52' 25" W |
| 27 | 117.00 | 68.02 | 15.19 | N 44° 52' 25" W |
| 28 | 215.00 | 56.47 | 30.38 | N 44° 52' 25" W |
| 29 | 179.00 | 19.14 | 32.89 | N 44° 52' 25" W |
| 30 | 440.00 | 14.09 | 39.41 | N 44° 52' 25" W |
| 31 | 510.00 | 29.57 | 19.27 | N 44° 52' 25" W |
| 32 | 117.00 | 68.02 | 15.19 | N 44° 52' 25" W |
| 33 | 215.00 | 56.47 | 30.38 | N 44° 52' 25" W |
| 34 | 179.00 | 19.14 | 32.89 | N 44° 52' 25" W |
| 35 | 440.00 | 14.09 | 39.41 | N 44° 52' 25" W |
| 36 | 510.00 | 29.57 | 19.27 | N 44° 52' 25" W |
| 37 | 117.00 | 68.02 | 15.19 | N 44° 52' 25" W |
| 38 | 215.00 | 56.47 | 30.38 | N 44° 52' 25" W |
| 39 | 179.00 | 19.14 | 32.89 | N 44° 52' 25" W |
| 40 | 440.00 | 14.09 | 39.41 | N 44° 52' 25" W |
| 41 | 510.00 | 29.57 | 19.27 | N 44° 52' 25" W |
| 42 | 117.00 | 68.02 | 15.19 | N 44° 52' 25" W |
| 43 | 215.00 | 56.47 | 30.38 | N 44° 52' 25" W |
| 44 | 179.00 | 19.14 | 32.89 | N 44° 52' 25" W |
| 45 | 440.00 | 14.09 | 39.41 | N 44° 52' 25" W |
| 46 | 510.00 | 29.57 | 19.27 | N 44° 52' 25" W |
| 47 | 117.00 | 68.02 | 15.19 | N 44° 52' 25" W |
| 48 | 215.00 | 56.47 | 30.38 | N 44° 52' 25" W |
| 49 | 179.00 | 19.14 | 32.89 | N 44° 52' 25" W |
| 50 | 440.00 | 14.09 | 39.41 | N 44° 52' 25" W |

NOTE
 11-11-71 Added PERC & C&P Easements
 1-14-72 Recorded 1-11-72 L 8170 F 832



For Public Sewer and Water Systems Only

Maryland - National Capital Park and Planning Commission
 Montgomery County Planning Board

APPROVED: March 24, 1971

Lawrence Freedland Chairman
Thomas A. Bynum Secretary-Treasurer

M.N.C.P. & P.C. Record File No. 510-85

Montgomery County, Maryland
 Department of Public Works

APPROVED: 7/1/71
 Date

As to road and street grades

By: Richard J. Lynd
 Deputy Director of Public Works

Surveyor's Certificate

I hereby certify that the plan shown hereon is correct; that it is a subdivision of parts of the following conveyances:
 1. Margaret Shroupe to Rosemoor Corporation by deed dated October 21, 1964 and recorded in Liber 3283 of Folio 544
 2. Clyde D. Harrison to Rosemoor Corporation by deed dated January 5, 1969 and recorded in Liber 3334 of Folio 556

It is also a re-subdivision of a part of Parcel 'A', Plat 1, Rosemoor Leisure World as recorded in Plat Book 76 as Plat 7604, all among the land records of Montgomery County, Maryland.

The coordinate values used hereon are based on Washington Suburban Sanitary Commission traverse station No. 12606 as North 75°55.04 and West 19960.60 and the bearings on the azimuth of the line between W.S.S.C. traverse station No. 12606 and No. 12607 as 14° 21' 23".

The total area included on this plan is 14.1717 acres and the area dedicated to public use is 2.6634 acres or 116,019 square feet.

March 5, 1971

Thomas G. Oyster
 Thomas G. Oyster
 Registered Land Surveyor, Md. #1673

Owner's Dedication

Rosemoor Corporation, a California Corporation, by R. Limberg, Vice President and Robert Rosenwald, Secretary, owner of the property shown and described hereon, hereby adopts this plan of subdivision, establishes the minimum building restriction lines unless otherwise shown, dedicates the streets to public use, grants a scenic easement, in which, no fences or plantings other than ground cover shall be permitted, 10' wide in each lot adjacent, contiguous and parallel to the street right-of-way of every street which is less than 60' in dedicated width and grants to Montgomery County, Maryland, slope easements 15' wide on all lots and parcels included on this plan adjacent, contiguous and parallel to the street lines shown hereon. Said slope easements shall be extinguished after all required public improvements abutting same have been lawfully completed and accepted for maintenance by Montgomery County, Maryland or other appropriate public agency.

The easements established hereon, other than scenic and slope easements are for the construction, operation and maintenance of public utilities except those drainage easements as shown and established hereon which are for drainage purposes only.

Utility easements 10' wide on all lots and parcels included on this plan adjacent, contiguous and parallel to the street lines shown hereon are established in addition to those delineated on this plan.

All parties in interest have hereto affixed their signatures.

March 8, 1971

ROSEMOOR CORPORATION

Attest: Robert Rosenwald Secretary
R. Limberg Vice President

Shirley T. Lunde Witness
Martin R. West, Jr. Trustee

Shirley T. Lunde Witness
Charles Dodge, Jr. Trustee

Shirley T. Lunde Witness
Fort M. McKinnis, Jr. Trustee

NOTE: This is a part of the area classified as a Planned Retirement Community under Zoning Redefinition Application No. C-1318 by County Resolution No. 5-1240 dated August 18, 1964 and No. E-143 by County Resolution No. 5-1824 and also as amended by County Resolution No. 6-125 dated January 7, 1969 and No. 6-169 dated August 12, 1969.

Plat 1
Aquarius at Bel Pre
Section I

Election District 13 ~ Montgomery County, Maryland

Scale: 1" = 100'

February, 1971

Oyster, Imus & Associates, Inc.
 Civil Engineers • Land Planners • Land Surveyors
 2419 Reddie Drive • Wheaton, Maryland • 949-2011

James L. Bessmer Charles L. Thompson 7-1510-85



Surveyor's Certificate

I hereby certify that the plan shown hereon is correct; that it is a subdivision of parts of the following conveyances:

1. Margaret Straupe to Rosemoor Corporation by deed dated October 21, 1964 and recorded in Liber 3283 at Folio 544
2. Clyde D. Harrison to Rosemoor Corporation by deed dated January 5, 1965 and recorded in Liber 3554 at Folio 556

It is also a resubdivision of a part of Parcel "A", Plat 1, Rosemoor Leisure World as recorded in Plat Book 76 as Plat 7604, all among the land records of Montgomery County, Maryland. The coordinate values used hereon are based on Washington Suburban Sanitary Commission traverse station No. 12606 as North 75°25.04 and West 199°06.60 and the bearings on the azimuth of the line between W.S.S.C. traverse stations No. 12606 and No. 12607 as 14°21'25".

The total area included on this plan is 15.4958 acres and the area dedicated to public use is 3.1652 acres or 137,874 square feet.

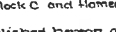
March 5, 1971

Thomas G. Oyster
 Thomas G. Oyster
 Registered Land Surveyor, Md. # 1079

NOTE: This is a part of the area classified as a Planned Retirement Community under Zoning Reclassification Application No. C-1316 by County Resolution No. 5-1240 dated August 18, 1964 and No. E-143 by County Resolution No. 5-1824 and also as amended by County Resolution No. 4-155 dated January 7, 1969 and No. 4-167 dated August 12, 1969.

Owner's Dedication

Rosemoor Corporation, a California Corporation, by R. Limberg, Vice President and Robert Rosemoor, Secretary, owner of the property shown and described hereon, hereby adopts this plan of subdivision, establishes the minimum building restriction lines unless otherwise shown, dedicates the streets to public use, grants a scenic easement, in which no fences or plantings other than ground cover shall be permitted, 10' wide on each lot adjacent, contiguous and parallel to the street right-of-way of every street which is less than 60' in dedicated width and grants a Montgomery County, Maryland, slope easements 15' wide on all lots and parcels included on this plan adjacent, contiguous and parallel to the street lines shown hereon. Said slope easements shall be extinguished after all required public improvements abutting same have been lawfully completed and accepted for maintenance by Montgomery County or other appropriate public agency.

Ingress and egress for all vehicles is prohibited across the lines of lots 1 through 6 in Block C and Homecrest Road along the lines shown thus: 

The easements established hereon, other than scenic and slope easements, are for the construction, operation and maintenance of public utilities except those drainage easements shown and established hereon which are for drainage purposes only.

Utility easements 10' wide on all lots and parcels included on this plan adjacent, contiguous and parallel to the street lines shown hereon are established in addition to those delineated on this plan. The driveway easement shown is established for access purposes.

All parties in interest have hereto affixed their signatures.

March 8, 1971

ROSSMOOR CORPORATION

Attest: *Robert Rosemoor*
 Robert Rosemoor
 Secretary

By: *R. Limberg*
 R. Limberg
 Vice President

We assent to this plan of subdivision:

Shirley Z. Zende *Martin R. West, Jr.*
 Witness Trustee
Shirley Z. Zende *Clarence Dodge, Jr.*
 Witness Trustee
Shirley Z. Zende *Earl M. Markinton, Jr.*
 Witness Trustee

Plat 2 Aquarius at Bel Pre Section I

Election District 13 - Montgomery County, Maryland

Scale: 1" = 100'

February, 1971

Oyster, Imus & Associates, Inc.

Civil Engineers • Land Planners • Land Surveyors
 2419 Reddie Drive • Wheaton, Maryland • 949-2011

1211-301

File Rosemoor Original to Trustee

510-86

Curve Data

| No. | Radius | Delta | Area | Chord | Chd. Bearing |
|-----|---------|--------------|--------|--------|-----------------|
| 1 | 159.50 | 20° 40' 00" | 54.78 | 54.63 | N 44° 55' 51" E |
| 2 | 120.00 | 35° 30' 00" | 70.17 | 69.12 | N 44° 55' 51" E |
| 3 | 90.00 | 122° 35' 56" | 192.50 | 184.58 | N 7° 38' 30" W |
| 4 | 110.00 | 122° 35' 56" | 246.17 | 238.18 | N 7° 38' 30" W |
| 5 | 115.00 | 122° 17' 42" | 245.46 | 238.73 | N 7° 38' 30" W |
| 6 | 85.00 | 122° 17' 42" | 181.43 | 174.28 | N 7° 38' 30" W |
| 7 | 115.00 | 102° 34' 37" | 164.44 | 163.76 | N 7° 38' 30" W |
| 8 | 145.00 | 102° 34' 37" | 255.72 | 254.85 | N 7° 38' 30" W |
| 9 | 124.57 | 56° 11' 53" | 97.43 | 96.81 | N 7° 38' 30" W |
| 10 | 124.57 | 56° 11' 53" | 97.43 | 96.81 | N 7° 38' 30" W |
| 11 | 69.91 | 27° 34' 06" | 51.50 | 50.31 | N 7° 38' 30" W |
| 12 | 141.91 | 30° 06' 57" | 78.59 | 77.74 | N 7° 38' 30" W |
| 13 | 124.57 | 87° 18' 28" | 219.45 | 217.97 | N 7° 38' 30" W |
| 14 | 100.00 | 87° 18' 28" | 219.45 | 217.97 | N 7° 38' 30" W |
| 15 | 375.00 | 47° 45' 49" | 512.10 | 505.84 | N 3° 50' 30" E |
| 16 | 445.00 | 27° 09' 43" | 172.17 | 170.21 | N 3° 50' 30" E |
| 17 | 80.00 | 125° 04' 33" | 272.35 | 265.62 | N 23° 50' 30" E |
| 18 | 275.00 | 47° 45' 49" | 67.45 | 66.59 | N 23° 50' 30" E |
| 19 | 345.00 | 18° 46' 27" | 135.69 | 133.54 | N 23° 50' 30" E |
| 20 | 345.00 | 62° 48' 40" | 376.21 | 369.55 | N 7° 18' 45" E |
| 21 | 1735.00 | 66° 24' 05" | 312.70 | 301.16 | N 7° 18' 45" E |
| 22 | 186.12 | 24° 50' 19" | 26.13 | 25.80 | S 12° 40' 33" W |
| 23 | 186.02 | 64° 18' 26" | 11.00 | 10.90 | S 12° 40' 33" W |

For Public Sewer and Water Systems Only

Maryland - National Capital Park and Planning Commission
 Montgomery County Planning Board

APPROVED *Mar 24, 1971*

Carolanne Sheeland *Thomas G. Oyster*
 Chairman Secretary-Treasurer
 M-NCP&PC Record File No. 510-86

NOTE

11-11-71 Added Peppo & P. Easements 52 LOTS & 5 PARCELS
 1-14-72 Recorded 1-11-73 L 8170 F 832

Draft: *256*
 Check: *10*
 Exam: *1971*
 Appr: *66*

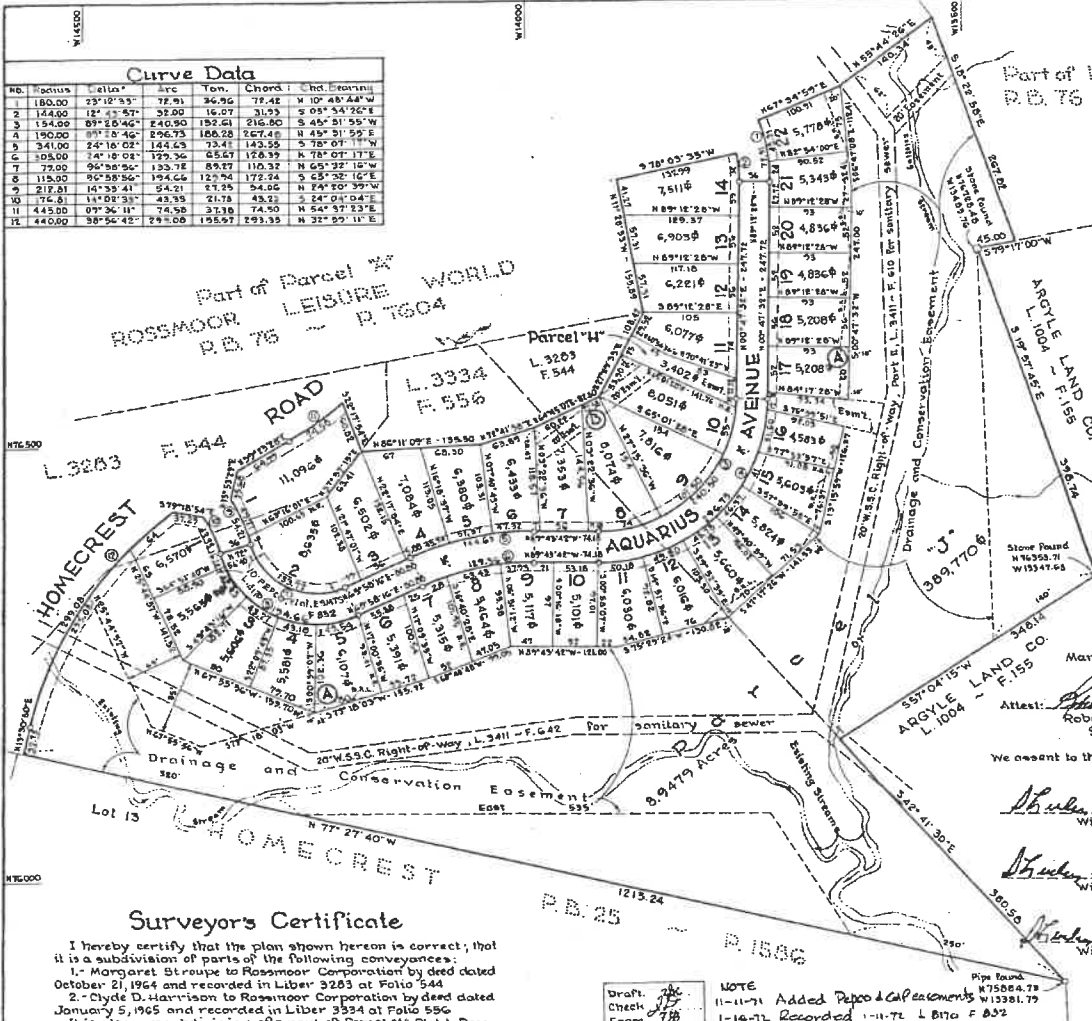


Montgomery County, Maryland
 Department of Public Works
 APPROVED *Feb 11, 1971*
Cal

As to road and street grades

Richard J. Lynd
 Deputy Director of Public Works

| Curve Data | | | | | |
|------------|--------|--------------|--------|--------|--------|
| No. | Radius | Delta | Arc | Tan. | Chord |
| 1 | 180.00 | 23° 12' 35" | 72.91 | 34.96 | 72.42 |
| 2 | 140.00 | 12° 43' 47" | 32.00 | 16.07 | 31.93 |
| 3 | 154.00 | 09° 20' 46" | 24.90 | 12.61 | 24.80 |
| 4 | 190.00 | 08° 13' 46" | 20.75 | 10.28 | 20.71 |
| 5 | 341.00 | 24° 10' 02" | 166.63 | 73.41 | 163.55 |
| 6 | 105.00 | 74° 10' 02" | 122.36 | 65.67 | 126.32 |
| 7 | 72.00 | 96° 58' 56" | 133.76 | 85.17 | 110.37 |
| 8 | 115.00 | 95° 38' 56" | 194.64 | 122.74 | 172.24 |
| 9 | 212.81 | 14° 33' 41" | 54.21 | 27.25 | 54.05 |
| 10 | 75.81 | 114° 02' 33" | 43.35 | 21.78 | 43.22 |
| 11 | 44.50 | 07° 36' 11" | 76.30 | 37.18 | 74.90 |
| 12 | 44.00 | 38° 54' 42" | 24.00 | 12.57 | 23.35 |



Owner's Dedication

Rossmoor Corporation, a California Corporation, by R. Limberg, Vice President and Robert Rosenwald, Secretary, owner of the property shown and described hereon, hereby adopts this plan of subdivision, establishes the minimum building restriction lines unless otherwise shown, dedicates the streets to public use, grants a scenic easement in which, no fences or plantings other than ground cover, shall be permitted, 10' wide in each lot adjacent, contiguous and parallel to the street right-of-way of every street which is less than 60' in dedicated width and grants to Montgomery County, Maryland, slope easements 15' wide on all lots and parcels included on this plan adjacent, contiguous and parallel to the street lines shown hereon. Said slope easements shall be extinguished after all required public improvements abutting same have been lawfully completed and accepted for maintenance by Montgomery County, Maryland or other appropriate public agency.

The easements established hereon, other than scenic and slope easements, are for the construction, operation and maintenance of public utilities except those drainage easements as established and shown hereon which are for drainage only.

Utility easements 10' wide on all lots and parcels included on this plan adjacent, contiguous and parallel to the street lines shown hereon, are established in addition to those dedicated on this plan.

All parties in interest have hereto affixed their signatures.

March 8, 1971
 Attest: *Robert Rosenwald* Secretary
 By: *R. Limberg* Vice President

We consent to this plan of subdivision:

Sheldon Z. Linder Witness
Martin R. West, Jr. Trustee
Sheldon Z. Linder Witness
Clarence Dodge, Jr. Trustee
Sheldon Z. Linder Witness
Earl M. McKintosh, Jr. Trustee

Surveyor's Certificate

I hereby certify that the plan shown hereon is correct; that it is a subdivision of parts of the following conveyances:

- 1- Margaret Stroupe to Rossmoor Corporation by deed dated October 21, 1964 and recorded in Liber 3283 at Folio 544
- 2- Clyde D. Harrison to Rossmoor Corporation by deed dated January 5, 1965 and recorded in Liber 3334 at Folio 556

It is also a resubdivision of a part of Parcel 'A', Plat 1, Rossmoor Leisure World as recorded in Plat Book 76 as Plat 7604 all among the land records of Montgomery County, Maryland.

The coordinate values used hereon are based on Washington Suburban Sanitary Commission traverse station No. 12606 as North 75°23'04" and West 19960.60 and the bearings on the azimuth of the line between W.S.S.C. traverse stations No. 12606 and No. 12607 as 14° 21' 29".

The total area included on this plan is 14.9922 acres and the area dedicated to public use is 0.8037 acres or 33,010 square feet.

March 5, 1971
Thomas G. Oyster
 Thomas G. Oyster
 Registered Land Surveyor, Md. # 1073

RECORDED: 7-27-71
 PLAT BOOK: 92
 PLAT NO: 9967

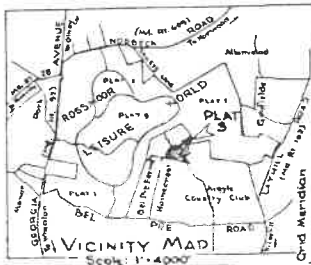
For Public Sewer and Water Systems Only

Maryland - National Capital Park and Planning Commission
 Montgomery County Planning Board
 APPROVED *Mar. 24, 1971*
Caroline Keeland Chairman
Thomas G. Oyster Secretary-Treasurer
 M-N.C.P. & P.C. Record File No. 510-87

Draft: *OK*
 Check: *OK*
 Exam: *OK*

NOTE
 11-11-71 Added Paved & Curb Easements
 1-14-71 Recorded 1-11-71 L 8710 F 832

36 LOTS & PARCEL



NOTE: This is a part of the area classified as a Planned Retirement Community under Zoning Reclassification Application No. C-1318 by County Resolution No. 5-1920 dated August 10, 1964 and No. E-143 by County Resolution No. 5-1824 and also as amended by County Resolution No. 6-135 dated January 7, 1969 and No. 6-169 dated August 12, 1969.

**Plat 3
 Aquarius at Bel Pre
 Section I**

Election District 13 - Montgomery County, Maryland
 Scale: 1" = 100'
 February, 1971
 Oyster, Imus & Associates, Inc.
 Civil Engineers • Land Planners • Land Surveyors
 2419 Reddie Drive • Wheaton, Maryland • 949-2011

File Rossmoor Continued to Folio 510-87

BY-LAWS
of
THE FIRST AQUARIUS HOMES ASSOCIATION, INC.

ARTICLE I

Section 1. Name and Location of Corporation. The name of this Corporation is The First Aquarius Homes Association, Inc., hereinafter in these By-Laws sometimes called "the Association" or "the Corporation". Its principal office is temporarily located at 3701 Rossmoor Boulevard, Silver Spring, Montgomery County, Maryland.

ARTICLE II

Section 1. Purpose. The purpose of this Corporation is to provide for the preservation, maintenance and management of certain community facilities located within the community known as Section One of "Aquarius at Bel Pre", in Montgomery County, Maryland, and to provide architectural control for the residential properties located therein, and to promote the health, safety and welfare of the residents of said community, all consonant with the provisions of its Articles of Incorporation, these By-Laws and the Declaration of Covenants and Restrictions hereinafter mentioned.

ARTICLE III

MEMBERSHIP

Section 1. Eligibility, Classes and Voting Rights. The Association shall have two classes of voting membership:

- (a) Every person, group of persons or entity who is a record owner of a fee interest in any Lot which is or becomes subject by covenants of record to assessment by the Association shall be a Class A member of the Association, provided, however, that any such person, group of persons, or entity who holds such interest solely as security for the performance of an obligation shall not be a member. Class A members shall be entitled to one vote for each Lot in which they hold the interest required for membership.
- (b) The Class B member shall be the Declarant or its nominee or nominees and shall be entitled to three votes for each Lot in which it holds the interest otherwise required for Class A membership, provided, however, that each Class B membership shall lapse and become a nullity on the first to happen of the following events:

- (i) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- (ii) on January 1, 1976.

Section 2. Assessments. The rights of the membership are subject in all respects to the payment of initial, annual and special assessments levied by the Association, the obligation of which assessments is imposed upon each Class A member and becomes a lien upon the Lot against which such assessments are made as more fully provided in Article V and Article VI of the Declaration of Covenants and Restrictions dated the 12th day of June, 1972, and recorded the 26th day of June, 1972, among the Land Records for Montgomery County, Maryland in Liber 4230 at folio 869.

Section 3. Suspension of Membership Rights. The membership rights of any person whose Lot is subject to assessments as hereinabove set forth, whether or not he be personally obligated to pay such assessments, may be suspended by action of the Board of Directors during the period when assessments remain unpaid, provided, however, that upon full payment of any such delinquent assessments, his membership rights shall be automatically restored. In the event the Board of Directors shall adopt and publish rules and regulations governing the use of the community facilities, and the personal conduct of any person thereon, as it is hereinafter empowered to do, it may, in its discretion, suspend the rights of any member or other person for violation of such rules and regulations for a period not to exceed sixty (60) days.

Section 4. Membership Certificates. Each membership certificate shall state that the Corporation is organized under the Laws of the State of Maryland, the name of the registered holder of the membership represented thereby, the preferences and restrictions applicable thereto and a brief statement of the Corporation's lien rights. Membership certificates shall be consecutively numbered, bound in one or more books, and shall be originally issued therefrom upon payment of the initial assessment applicable thereto. Every membership shall be signed by the President or Vice President, and the Secretary or Assistant Secretary and shall be sealed with the corporate seal. The signatures and the seal may be original or facsimile.

Section 5. Lost Certificates. The Board of Directors may direct a new certificate or certificates to be issued in place of any certificate or certificates previously issued by the Corporation and alleged to have been lost or destroyed, upon the making of an affidavit of that fact by the person claiming the membership certificate to be lost or destroyed. When authorizing such issuance of a new certificate or certificates, the Board of Directors may, in its discretion, and as a condition precedent to the issuance thereof, require the registered owner of such lost or destroyed certificate or certificates, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and to give the Corporation a bond in such sum as the Board of Directors may require as indemnity against any claim that may be made against the Corporation.

Section 6. Lien. The Corporation shall have a lien on the outstanding Class A memberships in order to secure payment of any sums which shall be due or

become due from the holders thereof for any reason whatsoever. Nothing herein contained shall prohibit or estop the Corporation from asserting any other lien which may inure to it.

ARTICLE IV

MEETINGS OF MEMBERS

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

Section 2. Annual Meetings. The first annual meeting of the members of the Corporation shall be held on the second Tuesday of the third month following the lapse of all Class B memberships in the Corporation and shall, if not sooner held, be held within one year from the date on which the Articles of Incorporation of the Corporation were accepted for filing by the State Department of Assessments and Taxation of Maryland. Thereafter, the annual meetings of the members of the Corporation shall be held on the same day of the same month each succeeding year. If the day for the annual meeting shall fall upon a holiday, the meeting will be held on the first day following which is not a holiday. At such meeting a Board of Directors shall be elected by a ballot of the members in accordance with the requirements of Section 4 of Article V of these By-Laws. The members may also transact such other business of the Corporation as may properly come before them.

Section 3. Special Meetings. It shall be the duty of the President to call a special meeting of the members when directed so to do by a resolution of the Board of Directors or upon the written request of at least twenty-five percent [25%] of the members, of all classes, which request shall be presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No other business shall be transacted at any special meeting.

Section 4. Notice of Meetings. At least fifteen [15] but not more than sixty [60] days prior to each annual or special meeting of the members of the Corporation, it shall be the duty of the Secretary to send notice thereof by ordinary mail, postage prepaid, to each member at his address as it appears on the books of the Corporation. Such notice shall set forth the time, place and purpose of the meeting. Notice may also be accomplished by delivery of the same to the member at his residence. 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 5. Quorum. The presence, either in person or by proxy, of at least twenty percent [20%] of the members of record of all classes of the Corporation shall be requisite for, and shall constitute a quorum for the transaction of business at all meetings of members. If the number of members at a meeting is less than that required for a quorum, and the question of quorum is raised, no business may thereafter be transacted. Any duly organized meeting of members may continue to do business until adjournment notwithstanding the fact that sufficient members withdraw to leave less than a quorum.

Section 6. Adjourned Meetings. If, at any regular or special meeting of the members of the Corporation, there be less than a quorum present, a majority of those members present and entitled to vote may adjourn the meeting to a time not less than forty-eight [48] hours from the time the original meeting was called, at which time the quorum requirement shall be ten percent [10%] of the members of record of all classes of the Corporation and any business which might lawfully have been transacted at the meeting as originally called may be transacted without further notice.

Section 7. Voting. At any meeting of the members of the Corporation, each Class A member present, either in person or by proxy, shall have the right to cast one vote for each Class A membership of which he appears the owner on the books of the Corporation and never more than one vote. The Class B member shall have the right to cast three votes for each Class B membership of which it appears the owner on the books of the Corporation and never more than three votes. The vote of the majority of those present, either in person or by proxy, shall decide any question brought before the meeting, unless the question is one upon which a different vote is required by express provision of the General Laws of the State of Maryland or of the Articles of Incorporation or of these By-Laws or of the Declaration of Covenants and Restrictions hereinabove mentioned.

Section 8. Suspension of Voting Privileges. Upon resolution of the Board of Directors, no member shall be eligible to vote or to be elected to the Board of Directors who is shown on the books of the Corporation to be more than thirty [30] days delinquent in the payment of any assessments due the Corporation.

Section 9. Proxies. A member entitled to vote may do so in person or by proxy executed in writing by the member or his attorney-in-fact. No proxy shall be valid after eleven [11] months from its date of execution and any proxy shall automatically become a nullity upon the sale by a member of the Lot to which his membership is appurtenant. A member may appoint as his proxy only a member of his immediate family or household, a director of the Corporation or a tenant of the Lot to which the membership to be voted by proxy is appurtenant. Any proxy must be filed with the Secretary prior to the appointed time of each meeting.

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

- (a) Roll Call
- (b) Proof of notice of meeting or waiver of notice
- (c) Reading of minutes of preceding meeting
- (d) Reports of officers
- (e) Report of committees
- (f) Election of directors
- (g) Unfinished business
- (h) New business

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

ARTICLE V

DIRECTORS

Section 1. Number and Qualification. The affairs of the Corporation shall be governed by a Board of Directors composed of not less than three persons nor more than nine persons, as the members shall from time to time determine. From and after the second annual meeting of members of the Corporation, a majority of the Board of Directors shall be members of the Corporation.

Section 2. Powers and Duties. The Board of Directors shall have all the powers and duties necessary for the administration of the affairs of the Corporation and may do all such acts and things as are not by law or by these By-Laws directed to be exercised and done by the members. The powers of the Board of Directors shall include but not be limited to the following:

- (a) To call special meetings of the members whenever it deems the same to be necessary and whenever requested in writing so to do by at least twenty-five percent [25%] of the voting membership, as hereinafter provided.
- (b) To elect and remove at pleasure all officers of the Corporation, fix their compensation, if any, and require of them such security or fidelity bond as it may deem necessary or expedient.
- (c) To engage and remove at pleasure all agents and employees of the Corporation upon such terms as the Board may determine.
- (d) To establish, levy and collect the assessments referred to in Section 2 of Article III of these By-Laws.
- (e) To authorize, in their sole and exclusive discretion, patronage refunds from residual receipts when and as reflected in the annual report.
- (f) To establish and promulgate such rules and regulations pertaining to the use of the community facilities and the personal conduct of the members and their guests thereon as may be deemed proper and which are consistent with these By-Laws, the Articles of Incorporation and the Declaration of Covenants and Restrictions.
- (g) To suspend membership rights for cause.

The duties of the Board of Directors shall include but not be limited to the following:

- (h) To cause to be kept a complete record of all of its acts and corporate affairs which record shall be available to the members for inspection at reasonable times.
- (i) To supervise all officers, agents and employees of the Corporation, and to see that their duties are properly performed.

Section 3. Duty to Fix Assessments. As more fully set out in the Declaration of Covenants and Restrictions, it shall be the duty of the Board of Directors of this Corporation:

- (a) To fix the amount of the assessment against each Lot for each assessment period at least thirty (30) days prior to the beginning of such period; and
- (b) To prepare a roster of the Lots and the assessments applicable thereto which shall be kept in the office of the Association and be available for inspection by any member at reasonable times; and
- (c) To send, by ordinary mail, postage prepaid, a written notice of each assessment to the owner of the Lots subject thereto; and
- (d) To issue or cause to be issued, upon demand by any person and payment of such fee as the Board may from time to time require, a certificate setting forth whether or not the current assessment against any Lot has been paid.

Section 4. Management Agent. The Board of Directors may employ for the Corporation a management agent [the "Management Agent"] at a rate of compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize, including, but not necessarily limited to, the duties set out in subsections (a) through (i) of Section 2 of this Article and (a) through (d) of Section 3 of this Article.

Section 5. Election and Term of Office. The term of the Directors named in the Articles of Incorporation shall expire when their successors have been elected at the first annual meeting or any special meeting called for that purpose. At the first annual meeting of the members the term of office of one Director shall be fixed at three (3) years, the term of office of one Director shall be fixed at two (2) years and the term of office of one Director shall be fixed at one (1) year. At the expiration of the initial term of office of each respective Director, his successor shall be elected to serve a term of three (3) years. The Directors shall hold office until their successors have been elected and hold their first meeting.

Section 6. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a director by a vote of the members shall be filled by a vote of the majority of the remaining directors whether or not such remaining directors constitute a quorum. Any director so elected shall serve until a successor is elected by the members at the next annual meeting or at any special meeting duly called for that purpose.

Section 7. Removal of Directors. At any regular meeting, or at any special meeting duly called for such purpose, any director may be removed by the affirmative vote of the majority of the members entitled to vote at such meeting and a successor may then and there be elected to fill the vacancy thus created and to serve out the unexpired portion of the term of the director so removed. The term of any director who becomes delinquent in the payment of any assessment due to the Association shall be automatically terminated and the remaining directors shall elect his successor pursuant to the provisions of Section 6 of this Article.

Section 8. Compensation of Directors. No director shall receive compensation for any service he may render the Corporation. A director may be reimbursed for his actual expenses incurred in the performance of his duties as a director.

ARTICLE VI

DIRECTORS' MEETINGS

Section 1. Organizational Meeting. The first meeting of a newly elected Board of Directors shall be held within ten (10) days following election at such time and place as shall be fixed by the directors at the meeting at which they were elected. No notice shall be necessary to the newly elected directors in order to legally constitute such meeting, provided that a majority of the Board of Directors shall be present.

Section 2. Regular Meetings. Regular meetings of the Board of Directors shall be held at least once during every quarter of each fiscal year at such time and place as shall be fixed by a majority of the Board of Directors. Notice of regular meetings of the Board of Directors shall be given to each director, by ordinary mail, postage prepaid, at least ten (10) days prior to the day named for such meeting.

Section 3. Special Meetings. Special meetings of the Board of Directors may be called by the President of the Corporation or by a majority of the Board of Directors upon five (5) days notice to each director, which notice shall fix the time, place and purpose of the meeting.

Section 4. Waiver of Notice. Before, at or after any meeting of the Board of Directors, any director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of notice. Attendance by a director at any meeting of the Board, or an approval of the minutes thereof shall be a waiver by such director of notice of the time, place and purpose thereof, unless he attends for the express purpose of objecting to the transaction of business thereat on the basis that the meeting has not been lawfully called.

Section 5. Quorum. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the acts of the majority of the directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 6. Action Without Meeting. Any action by the Board of Directors required or permitted to be taken at any meeting may be taken without a meeting if all the members of the Board shall individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board.

Section 7. Fidelity Bonds. The Board of Directors shall require that all officers and employees of the Corporation handling or responsible for corporate

funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Corporation.

ARTICLE VII

OFFICERS

Section 1. Designation. The principal officers of the Corporation shall be a President, a Vice President, a Secretary, and a Treasurer. The President and Vice President shall be elected from the Board of Directors. The Board may appoint an assistant treasurer, and an assistant secretary, and such other officers as in their judgment may be necessary. The offices of Treasurer and Secretary may be filled by the same person.

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

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

Section 4. President. The President shall be the chief executive officer of the Corporation. He shall preside at all meetings of the members and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of president of a corporation, including but not limited to the power to appoint committees from among the membership from time to time as he may in his discretion decide are appropriate to assist in the conduct of the affairs of the Corporation.

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

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

Section 7. Treasurer. The Treasurer shall have responsibility for corporate funds and securities and shall be responsible for keeping complete and accurate records and accounts of all receipts and disbursements in books belonging to the Corporation. The Treasurer shall receive and deposit, in the name and to the credit, of the Corporation, all moneys of the Corporation in such depositories as may from time to time be designated by the Board of Directors. The Treasurer shall disburse such funds as are directed from time to time by resolution of the Board of Directors, provided, however, that a resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business.

ARTICLE VIII

MISCELLANEOUS

Section 1. Corporate Seal. The Board of Directors shall provide a suitable corporate seal containing the name of the Corporation and the place and year of its incorporation, which seal shall be in the custody of the Secretary. If so directed by the Board of Directors, a duplicate of the seal may be obtained and kept in the custody of any other officer.

Section 2. Fiscal Year. The fiscal year shall begin on the first day of January every year, except that the first fiscal year of the Corporation shall begin at the date of incorporation. The commencement date of the fiscal year herein established shall be subject to change by the Board of Directors should corporate practice subsequently dictate.

Section 3. Audit. At the close of each fiscal year the books and records of the Corporation may be audited by a Certified Public Accountant or other person acceptable to the Board of Directors, whose report will be prepared and certified in accordance with the requirements of the Board. Based upon such report, the Corporation shall furnish its members with an annual financial statement including the income and disbursements of the Corporation.

Section 4. Books and Records. The financial statements, books and membership records of the Corporation shall be available at the principal office of the Corporation or at such other place as the Board of Directors may designate for inspection at reasonable times by the members.

Section 5. Execution of Corporate Documents. With the prior authorization of the Board of Directors, all notes, contracts and other documents shall be executed on behalf of the Corporation by either the President or the Vice President, and all checks and other drafts shall be executed on behalf of the Corporation by such officers, agents or other persons as are from time to time by the Board of Directors authorized so to do.

Section 6. Committees. The Board of Directors may appoint such committees [including standing committees] as it considers necessary or appropriate from the membership of the Association, each of which shall consist of a chairman and at least two [2] other members and shall include at least one [1] member of the Board of Directors. Any committee so appointed shall serve at the pleasure of the Board of Directors.

Section 7. Conflict. 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 of Covenants and Restrictions referred to in Section 2 of Article III hereof and these By-Laws, the Declaration of Covenants and Restrictions shall control.

Section 8. Amendment. These By-Laws may be amended by the affirmative vote of the majority of the membership at any regular or special meeting. Amendments to these By-Laws may be proposed by the Board of Directors or by a written request to them signed by at least twenty-five percent [25%] of the membership.

A description of any proposed amendment shall accompany the notice of any regular or special meeting at which such proposed amendment is to be voted upon.

So long as there is any Class B membership of the Corporation outstanding, any amendment to these By-Laws shall require the prior written approval of the Federal Housing Administration and/or the Veterans Administration.

BOARD OF DIRECTORS

RESOLUTION

WHEREAS, the Board of Directors of the Association has reviewed Article VIII, Section 3, subsection (d) of the Declaration of Covenants and Restrictions and,

WHEREAS, the Board of Directors has determined that it is necessary to establish guidelines for the administration of said restriction,

THEREFORE, BE IT RESOLVED that:

1. Any commercial vehicle having a single rear axle, four wheels and no more than a three-quarter (3/4) ton rated load capacity and any camp truck or house trailer shall be kept within the enclosed garage as said garage was originally constructed, but if any said vehicles will not fit therein, then it may be kept upon the driveway.

2. All junk vehicles, partially disabled or un-registered vehicles or parts thereof, all commercial vehicles having more than one rear axle, more than four wheels or a rated load capacity in excess of three-quarter (3/4) ton, and all boats, campers (trailer type) or other trailers that are not listed elsewhere in this resolution, shall be kept only within the garage.

3. Except for bona fide emergencies, repair or extraordinary maintenance of automobiles or other vehicles shall be carried out only within the garage, however, routine maintenance may be carried out on the driveway.

4. Any owner, or tenant with the express approval of the owner, may submit a written appeal to the Board of Directors to be excepted from the restrictions stated in this resolution, when compliance therewith would create a severe hardship.

FIRST AQUARIUS HOMES ASSOC., INC.

BOARD OF DIRECTORS

Dated 3-18-74

Barry E. Gordon
Barry E. Gordon

Robert H. Haslinger
Robert H. Haslinger

V. Dennis Lewis
V. Dennis Lewis

Michael J. Skutz
Michael J. Skutz

Gary B. Bonnett
Gary B. Bonnett

Charles Warren
Charles Warren

Edward Youth
Edward Youth

Amendment to By-Laws

On May 3, 1991, at the First Aquarius Homes Association, Inc. annual meeting the following amendment to the By-Laws was voted and approved:

Section 7. Attorney Fees. In the event the Board of Directors must retain legal counsel to enforce any covenant or restriction against a member, as provided in Article XII, Section 4 of the Declaration of Covenants and Restrictions, then the Corporation shall be entitled to reasonable attorney fees and court costs, and if unpaid, the same shall constitute a lien upon the Lot of the member against whom such action is taken,

AMENDMENT TO THE BY-LAWS
OF
FIRST AQUARIUS HOMES ASSOCIATION, INC.

WHEREAS, under Article VIII, Section 8 of the By-Laws adopted by First Aquarius Homes Association, Inc., an amendment to said By-Laws may be proposed by the Board of Directors or by a written request to them signed by at least twenty-five percent (25%) of the membership; and

WHEREAS, the Board of Directors did propose to make an amendment to the By-Laws; and

WHEREAS, under Article VIII, Section 8, the By-Laws may be amended by the affirmative vote of the majority of the membership at any regular or special meeting; and

WHEREAS, on May 3, 1991 at the First Aquarius Homes Association Inc.'s annual meeting, the majority of the membership affirmatively voted to amend the By-Laws;

NOW, THEREFORE, pursuant to Article VIII, Section 8 of the By-Laws of First Aquarius Homes Association, Inc., the By-Laws of First Aquarius Homes Association, Inc. are hereby amended as follows:

1. Add the following Section 7 to Article III:

Section 7: Attorney Fees. In the event the Board of Directors must retain legal counsel to enforce any covenant or restriction against a member, as provided in Article XII, Section 4 of the Declaration of Covenants and Restrictions, then the Corporation shall be entitled to reasonable attorney fees and court costs, and if unpaid, the same shall constitute a lien upon the Lot of the member against whom such action is taken.

IN WITNESS WHEREOF, the undersigned officers of First Aquarius Homes Association, Inc. hereby certify that the Amendment to the By-Laws was duly adopted by the affirmative vote of the majority of the membership at its annual meeting on May 3, 1991 pursuant to the terms of the By-Laws of First Aquarius Homes Association, Inc.

ATTEST:

Patricia York
Secretary

11/16/92
Date

FIRST AQUARIUS HOMES
ASSOCIATION, INC.

By: *Charles E. Coyle*
President

11/16/92
Date

FILED
DEC - 3 1992
Clerk of the Court
Montgomery County, Md

STATE OF MARYLAND

COUNTY OF MONTGOMERY

I, Valerie Bell, a Notary Public in and for the State of Maryland and the County of Montgomery, do hereby certify that , President and , Secretary of First Aquarius Homes Association, Inc., who are personally well known to me or satisfactorily proven to be the President and Secretary, respectively, and whose names are signed to the above writing, bearing the date of the 16th day of November, 1992, have personally appeared before me in the State of Maryland and acknowledged the Amendment to the By-Laws to be the authorized and voluntary act of the majority of the membership.

Given under my hand and seal this 16th day of November, 1992.

(SEAL)

Valerie Bell
Notary Public

My Commission Expires: October 9, 1995.

RLA/2/6/92/notary

AMENDMENT TO BY-LAWS
OF THE FIRST AQUARIUS HOMES ASSOCIATION, INC.

THIS AMENDMENT is made this 5TH day of MAY, 1993 by THE FIRST AQUARIUS HOMES ASSOCIATION, Inc. (sometimes referred to as the "Corporation").

WITNESSETH THAT:

WHEREAS, in or about June 1972, The First Aquarius Homes Association, Inc. adopted the original By-Laws of The First Aquarius Homes Association, Inc.; and

WHEREAS, on or about May 3, 1991 the By-Laws were amended by the affirmative vote of the majority of the membership of the Corporation; and

WHEREAS, under Article VIII, Section 8 of the By-Laws, an amendment to said By-Laws may be proposed by the Board of Directors or by a written request to them signed by at least twenty-five percent (25%) of the membership; and

WHEREAS, the Board of Directors did propose to make a further amendment to the By-Laws; and

WHEREAS, under Article VIII, Section 8, the By-Laws may be amended by the affirmative vote of the majority of the membership at any regular or special meeting of the Corporation; and

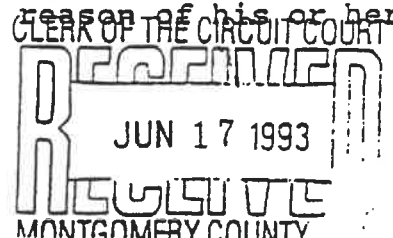
WHEREAS, on or about MAY 5, 1993, the majority of the membership affirmatively voted, as evidenced by the Certificate attached hereto, for this Amendment to the By-Laws of The First Aquarius Homes Association, Inc.

NOW, THEREFORE, pursuant to Article VIII, Section 8 of the By-Laws of The First Aquarius Homes Association, Inc., the By-Laws of The First Aquarius Homes Association, Inc. are hereby amended as follows:

1. Add the following Section 8 to Article VI:

Section 8. Insurance. The Board of Directors shall obtain and maintain, to the extent reasonably available, the following:

(a) A "Legal Expense Indemnity Endorsement", or its equivalent, affording protection for the Officers and Directors of the Corporation for expenses and fees incurred by any of them in defending any suit or settling any claim, judgment or cause of action to which any such Officer or Director shall have been made a party by reason of his or her services as such.



(b) Such other policies of insurance, including insurance for other risks of a similar or dissimilar nature and fidelity coverage as required by Section 7 of Article VI of these By-Laws, as are or shall hereafter be considered appropriate by the Board of Directors or which may be required by law. The Board of Directors shall maintain adequate fidelity coverage to protect against dishonest acts on the part of Officers and Directors of the Corporation for the Corporation and such employees or agents of the Corporation who handle or are responsible for the handling of funds of the Corporation. Such fidelity coverage shall meet the following requirements:

(1) all such fidelity bonds and policies of insurance shall name the Corporation as obligee or named insured, as the circumstances may require; and

(2) all such fidelity bonds and policies of insurance shall be written in an amount equal to at least one hundred fifty percent (150%) of the estimated annual operating budget of the Corporation, including reserves; and

(3) all such fidelity bonds and policies of insurance shall contain waivers of any defenses based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression; and

(4) all such fidelity bonds and insurance shall provide that they may not be canceled or substantially modified (including cancellation for non-payment of premium) without at least thirty (30) days prior written notice to any and all obligees and insureds named thereon.

2. Add the following Sections 9 and 10 to Article VIII:

Section 9. Liability and Indemnification of Officers and Directors. The Corporation shall indemnify every Officer and Director of the Corporation against any and all expenses, including counsel fees, reasonably incurred by or imposed upon any Officer or Director in connection with any action, suit or other proceeding (including the settlement of any such suit or proceeding if approved by the then Board of Directors of the Corporation) to which he or she may be made a party by reason of being or having been an Officer or Director of the Corporation, whether or not such person is an Officer or Director of the Corporation at the time such expenses are incurred. The Officers and Directors of the Corporation shall not be liable to the members for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The Officers and Directors of the Corporation shall have no personal liability with respect to any contract or other commitment made by them, in

good faith, on behalf of the Corporation and the Corporation shall indemnify and forever hold each such Officer and Director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall be in addition to and not exclusive of any other rights to which any Officer or Director of the Corporation, or former Officer or Director of the Corporation may be entitled. It is the intent of this paragraph that the liability and indemnification of Officers and Directors be governed by Maryland Corporations and Associations Code Ann. Section 2-418 (1985 Repl. Vol.) as amended.

Section 10. Common or Interested Directors. The Directors shall exercise their powers and duties in good faith and with a view to the interests of the Corporation. No contract or other transaction between the Corporation and one or more of its Directors, or between the Corporation and any corporation, firm or association in which one or more of the Directors of the Corporation are directors or officers or are pecuniarily or otherwise interested, is either void or voidable because such Director or Directors are present at the meeting of the Board of Directors or any committee thereof which authorizes or approves the contract or transaction, or because his or their votes are counted for such purpose, if any of the conditions specified in any one of the following subparagraphs exists:

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

(b) the fact of the common directorate or interest is disclosed or known to the members, or a majority thereof, and they approve or ratify the contract or transaction in good faith by a vote sufficient for the purpose; or

(c) the contract or transaction is commercially reasonable to the Corporation at the time it is authorized, ratified, approved or executed.

Common or interested Directors may be counted in determining the presence of a quorum of any meeting with the Board of Directors or committee thereof which authorizes, approves, or ratifies any contract or transaction, and may vote thereat to authorize any contract or transaction with like force and effect as if he were not such director or officer of such other corporation or not so interested. It is the intent of this paragraph that common or interested Director transactions be governed by Maryland Corporations and Associations Code

Ann. Section 2-419 (1985 Repl Vol.), as amended.

I HEREBY CERTIFY that I am the President of The First Aquarius Homes Association, Inc. (a Maryland Corporation) and in the name and on behalf of said corporation state that the foregoing Amended By-Laws was approved by members having the required percentage of the votes, and that the foregoing Amended By-Laws is the corporate act of said corporation and I further make oath in due form of law that the matters and facts set forth in said Amended By-Laws with respect to the approval thereof are true to the best of my knowledge, information and belief.

Witness my hand and seal this 2ND day of JUNE, 1993.

Patti Sweeney
Secretary

Gail Youth
GAIL YOUTH, President

(Seal)

STATE OF MARYLAND)
 Prince Georges) ss:
COUNTY OF ~~MONTGOMERY~~)

I, Valarie Bell, a Notary Public in and for the State of Maryland and the County of Prince Georges, do hereby certify that GAIL YOUTH and PATTI SWEENEY as President and Secretary, respectively, of The First Aquarius Homes Association, Inc., who are personally well known to me or satisfactorily proven to be the President and Secretary, respectively, and whose names are signed to the above writing, bearing the date of the 2ND day of JUNE, 1993, have personally appeared before me in the State of Maryland and acknowledged the Amendments to the By-Laws to be the authorized and voluntary act of members of The First Aquarius Homes Association, Inc.

Given under my hand and seal this 3rd day of JUNE, 1993.

Valarie Bell
Notary Public

My Commission Expires: Oct. 9, 1995

(SEAL)

AK\05\FIRST.AMD

AMENDMENT TO BY-LAWS OF THE FIRST AQUARIUS HOMES ASSOCIATION, INC.

THIS AMENDMENT is made this 5th day of May, 1994, by THE FIRST AQUARIUS HOMES ASSOCIATION, INC. (sometimes referred to as the "Corporation").

WITNESSETH THAT:

WHEREAS, in or about June 1972, The First Aquarius Homes Association, Inc. adopted the original By-Laws of The First Aquarius Homes Association, Inc.; and

WHEREAS, on or about May 3, 1991, and May 5, 1993 the By-Laws were amended by the affirmative vote of the majority of the membership of the Corporation; and

WHEREAS, under Article VIII, Section 8 of the By-Laws, an amendment to said By-Laws may be proposed by the Board of Directors or by a written request to them signed by at least twenty-five percent (25%) of the membership; and

WHEREAS, the Board of Directors did propose to make a further amendment to the By-Laws; and

WHEREAS, under Article VIII, Section 8, the By-Laws may be amended by the affirmative vote of the majority of the membership at any regular or special meeting of the Corporation; and

WHEREAS, on or about 5th of May, 1994, the majority of the membership affirmatively voted, as evidenced by the Certificate attached hereto, for this Amendment to the By-Laws of The First Aquarius Homes Association, Inc.

NOW, THEREFORE, pursuant to Article VIII, Section 8 of the By-Laws of The First Aquarius Homes Association, Inc., the By-Laws of The First Aquarius Homes Association, Inc. are hereby amended as follows:

1. Add the following Section 9 to Article V

Section 9 Architectural Fines. The Board of Directors shall have the authority to levy a fine against any homeowner ~~or member~~ who violates Article VIII, Section 1 of the Declaration, which was recorded on June 26, 1972, in Liber 4230, Folio 869 among the Land Records of Montgomery County, Maryland. Said section provides that:

ARTICLE VIII

Section 1. Architectural Control Committee. Except for original construction or as otherwise in these covenants provided, no building, fence, wall or other structure shall be commenced, erected, or maintained upon The

Property, nor shall any exterior addition to or change [including any change in color] or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing as to harmony of external design, color and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural control committee composed of three [3] members appointed by the Board of Directors. In the event the Board of Directors, or its designated committee, fails to approve or disapprove such design and location within forty-five [45] days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

The amount of the fine shall be \$100 per architectural change implemented without prior written approval from the Board, and if the architectural change is not in accordance with the covenants. This \$100 fine shall be assessed automatically, by certified mail to such homeowner's last known address, and will be accompanied by a written explanation of the architectural violation specifying: 1) the alleged violation; 2) the action required to correct the violation; and 3) a time period, not less than 30 days from the date of the certified mail receipt by which the violation must be corrected.

If the architectural violation continues past the 30-day grace period mentioned above, the Board shall: 1) assess the homeowner an additional \$5 daily fine which will be assessed per each day that an architectural change in violation of the covenants remains uncorrected, and; 2) serve the homeowner with written notice, by certified mail to their last known address, of a hearing to be held by the Board.

The hearing notice shall contain: 1) a copy of the initial notice of architectural violation stating violation and required corrections; 2) the time and place of the hearing which may not be less than 15 days from the date of the certified mail receipt of this hearing notification; 3) an invitation to attend the hearing and produce any statement. At the hearing the homeowner shall be provided with a reasonable opportunity to be heard. The Board will render a decision at the end of the hearing. This decision will be binding whether or not the homeowner has appeared at the scheduled hearing.

If a homeowner fails to comply with a decision rendered by the Board at the hearing, then in addition to the fine previously imposed, the homeowner may be sued by the Board for damages or for injunctive relief or both. In addition, the Board may take corrective action upon the property to correct the architectural violation. The

homeowner will be financially responsible for any and all corrective action taken by the Board and shall be billed for any and all work performed.

Any fine determined to be due as provided in this Section 9 and that remains unpaid after 30 days from the date of initial assessment or 30 days from the date of the hearing, whichever is later, and any costs incurred by the board in correcting violations shall constitute a lien on the property against which it is assessed in accordance with the provisions of Article VI, Section 1 of the Declaration, and the provisions therein regarding the accrual of interest, late fees, and attorney fees shall apply.

Fines, assessments, hearing notifications and hearing outcomes will all be recorded in the monthly Board of Directors meeting minutes and the files of the Architectural Control Committee.

The failure of the Board of Directors to enforce this provision, the Declaration, or By-Laws on any occasion is not a waiver of the right to enforce this provision on any other occasion.

I HEREBY CERTIFY that I am the President of The First Aquarius Homes Association, Inc. (a Maryland Corporation) and in the name and on behalf of said Corporation state that the foregoing Amended By-Laws were approved by members having the required percentage of the votes, and that the foregoing Amended By-Laws is the corporate act of said Corporation and I further make oath in due form of law that the matters and facts set forth in said Amended By-Laws with respect to the approval thereof are true to the best of my knowledge, information and belief. This Amendment is effective as of the 5th of May, 1994.

Witness my hand and seal this 12th day of May, 1994

Patti L. Sweeney
Secretary

Gail Ann Youth
President

(SEAL)

State of Maryland
County of Montgomery

Sworn before me this 12th day of May, 1994 by
Patti L. Sweeney and Gail Ann Youth.

3

[Signature]
NOTARY

My comm exp: 2/1/95

THE FIRST AQUARIUS HOMES ASSOCIATION, INC.

Rule and Regulation Regarding the Playing on Streets

WHEREAS, The First Aquarius Homes Association, Inc. is the record owner of all Common Areas of the Association;

WHEREAS, Article IV, Section 1 of the Declaration of Covenants, Conditions and Restrictions ("Declaration") provides that the Members shall have an easement of use and enjoyment in and to the Common Areas and community facilities;

WHEREAS, Article V, Section 2 of the Bylaws authorizes the Board of Directors to establish and promulgate rules and regulations pertaining to the use of the community facilities and the personal conduct of the members and their guests thereon;

WHEREAS, Article I, Section 1(d) defines community facilities to include all real property owned by the Association;

WHEREAS, the Board of Directors is concerned that children playing in the streets constitute a danger to person and property;

WHEREAS, there is a large open common area green space suitable for use as a play area;

NOW THEREFORE, the Board of Directors adopts the following resolution regarding any playing, including ball playing or the like, within the Association's streets.

1) Findings: Due to the potential dangers to children and others, possible property damage, especially from errantly thrown balls, damage to lawns and gardens because of trespassing on private property, for example, in retrieving balls, damage to traveling vehicles and their passengers, and personal injuries or potential fatality, the Board of Directors deems it necessary and appropriate to adopt this prohibition on playing in the streets of the Association.

2) Prohibition on playing in the streets. The playing on streets within the Association is hereby prohibited.

3) Scope: This prohibition applies to homeowners and their children, renters and their children, and to any and all guests of theirs.

Adopted this the 7th day of March 2008

Witness:

Terence L. Golda
Secretary

Attest:

June Hubley
June Hubley, President

THE FIRST AQUARIUS HOMES ASSOCIATION, INC.

P.O. Box 6140
Silver Spring, MD 20916-6140

2007-2008 Board of Directors

President: June Hubley Vice President: Eileen Kane Treasurer: Sharon Augustyn Secretary: Terry Golden
Member at Large: Todd Hubley Architectural Control Committee Chair: Bob Funkhouser

March 12, 2008

Dear First Aquarius property owners and tenants,

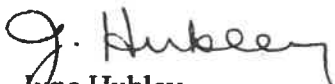
On December 22, 2007, at approximately 1:30 pm on a sunny and warm Saturday afternoon, a vehicle traveling at a high rate of speed on Hydrus Road was unable to negotiate a curve and hit two parked cars with such force that both front air bags were deployed in the speeding vehicle and two of the three cars were rendered immobile.

The continued high risk to pedestrians and children who use our streets for walking and playing has been repeatedly brought to the attention of all homeowners and tenants via the First Aquarius Homes Association's quarterly newsletter.

Due to this potential danger of personal injury, or potential fatality, the Board of Directors has strengthened Article VIII, Section 3, of the current Declaration of Covenants.

The **Rule and Regulation Regarding the Playing on Streets** on the reverse side of this letter was adopted March 7, 2008, and prohibits playing on any streets within the Association. There is a large green space, on common property, available to owners and their children, tenants and their children, and any guest of theirs. This property is located behind 14944 and 14946 Hydrus Road.

Additionally, owners and/or adult tenants who have portable basketball hoops and any other sporting equipment on their property must ensure that all use of this equipment is entirely on private property and far enough away from the street to prevent balls from rolling out into the street and causing potential accidents and/or personal injury. The owner and/or adult tenant whose is negligent shall be held fully responsible for any and all personal injuries and/or property damage resulting from said negligence.



June Hubley
President

First Aquarius Homes Association, Inc.