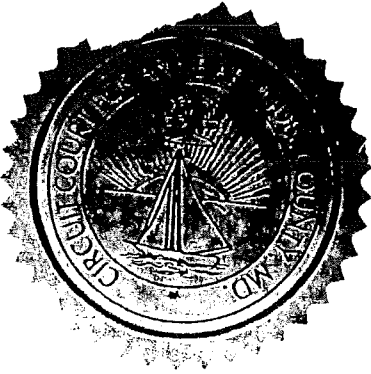


The State of Maryland, Anne Arundel County, Sct.

I HEREBY CERTIFY, that the foregoing Amendment is truly taken
and copied from Liber RPD, No 11259, folio 649, one of
the LAND Record books for Anne Arundel County.



MICRO-12 (Rev. 9/99)

IN TESTIMONY WHEREOF. I hereby set my hand and affix the
Seal of the Circuit Court for Anne Arundel County this 4th
day of March A.D., 2008.

R. P. Dickworth
Clerk of the Circuit Court for Anne Arundel County

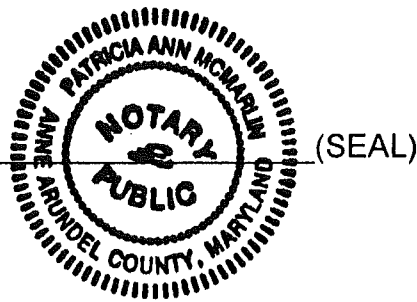
CERTIFICATE OF APPROVAL

I HEREBY CERTIFY that on the 25th day of February, 2002, I was an officer on the Board of Directors of GARTELMILL HOMEOWNERS ASSOCIATION, INC., and that, by virtue of said office, I was one of the persons specified by the Bylaws and the Board of Directors of said homeowners association to count votes at meetings of the GARTELMILL HOMEOWNERS ASSOCIATION, INC. I further certify that the foregoing Amendments of the Bylaws relating to the quorum percentage of GARTELMILL HOMEOWNERS ASSOCIATION, INC., was on that date approved as provided in the By-Laws and by the affirmative vote of two thirds (2/3) or more of the members of said Association at a duly called meeting of said Association. Said amendments to become effective upon recordation among the Land Records.

AS WITNESS my hand and seal.

ATTEST:

Lesley A Wallace



STATE OF MARYLAND, ANNE ARUNDEL COUNTY:

I HEREBY CERTIFY that on this 25th day of February, 2002, before me, the subscriber, a Notary Public in and for the aforesaid state and county, personally appeared Lesley A. Wallace who is known to me to be the person whose name is subscribed to the foregoing Certificate of Approval and said person made oath in due form of law that the matters and facts stated in said Certificate of Approval are true and said person acknowledged the execution of the foregoing Amendments of The Bylaws of GARTELMILL HOMEOWNERS ASSOCIATION, INC. as the act and deed of the GARTELMILL HOMEOWNERS ASSOCIATION, INC.

AS WITNESS my signature and notarial seal.

Patricia Ann McMerlin

Notary Public

My Commission Expires: 9-1-05

THIS IS TO CERTIFY that the foregoing document was prepared by or under the supervision of an attorney admitted to practice before the Courts of Appeal of Maryland.

Kathleen M. Elmore
Kathleen M. Elmore, Esquire

RETURN TO: **ELMORE & ASSOCIATES, P.A., P. O. Box 6488, Annapolis, MD 21401**

AMENDMENT TO THE BY-LAWS OF GARTELMILL HOMEOWNERS ASSOCIATION, INC.

EXPLANATORY STATEMENT: On or about March 17, 1998, the original By-Laws of Gartemill Homeowners Association, Inc. was recorded among the Land Records of Anne Arundel County, Maryland in Book 8373, pages 310 *et seq.*, The Lot Owners of the Gartemill Homeowners Association, Inc., by the affirmative vote of two-thirds (2/3) of the members now hereby amends its said ByLaws as hereinafter provided.

NOW THEREFORE as of the 1st day of August 2001, the said By-Laws of Gartemill Homeowners Association, Inc. are amended as follows:

The first sentence of Article II, Section 5 of the By-Laws is hereby amended by deleting that text shown as stricken and adding that text shown in bold and underlined and by adding a new first sentence as follows:

Except as otherwise provided by law, in the Articles of Incorporation or in the Declaration of Covenants, Conditions and Restrictions, the presence in person or by proxy of **fifty percent (50%) twenty-five percent (25%)** of the members of the Corporation eligible to vote shall constitute a quorum at all meetings of the members.

The foregoing amendment shall take effect immediately when this document has been recorded among the Land Records of Anne Arundel County.

THE FOLLOWS A
RECORDING
TOTAL
REAR AML3
RFD 588
Mar 04 2002

ATTEST:

Lissy Wallace
Secretary

Patricia Lincoln
President

10506.000

02 JUN-4 PM 12:12

AMENDMENT TO THE BY-LAWS OF GARTELMILL HOMEOWNERS ASSOCIATION, INC.

EXPLANATORY STATEMENT: On or about March 17, 1998, the original By-Laws of Gartelmill Homeowners Association, Inc. was recorded among the Land Records of Anne Arundel County, Maryland in Book 8373, pages 310 et seq., The Lot Owners of the Gartelmill Homeowners Association, Inc., by the affirmative vote of two-thirds (2/3) of the members now hereby amends its said ByLaws as hereinafter provided.

NOW THEREFORE as of the 15th day of August 2001, the said By-Laws of Gartelmill Homeowners Association, Inc. are amended as follows:

The first sentence of Article II, Section 5 of the By-Laws is hereby amended by deleting that text shown as stricken and adding that text shown in bold and underlined and by adding a new first sentence as follows:

Except as otherwise provided by law, in the Articles of Incorporation or in the Declaration of Covenants, Conditions and Restrictions, the presence in person or by proxy of ~~fifty percent (50%)~~ **twenty-five percent (25%)** of the members of the Corporation eligible to vote shall constitute a quorum at all meetings of the members.

The foregoing amendment shall take effect immediately when this document has been recorded among the Land Records of Anne Arundel County.

THE FOLLOWING IS A SUMMARY OF THE CHANGES TO THE BY-LAWS OF THE ASSOCIATION. THE CHANGES ARE INDICATED BY A STRIKE THROUGH AND A BOLD UNDERLINE. THE CHANGES TO THE BY-LAWS OF THE ASSOCIATION ARE EFFECTIVE AS OF THE DATE OF RECORDATION OF THIS AMENDMENT. THE CHANGES TO THE BY-LAWS OF THE ASSOCIATION ARE EFFECTIVE AS OF THE DATE OF RECORDATION OF THIS AMENDMENT.

ATTEST:

Lisvy A Wallace Secretary

Patricia A. Lincoln President

10506.000

02 MAR -4 PM 12:12

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11

BY-LAWS OF THE
HOMEOWNERS' ASSOCIATION
OF GARTELMILL HOMEOWNERS ASSOCIATION, INC.
A NON-PROFIT CORPORATION

ARTICLE I

Office

SECTION 1. Principal Office. The initial principal office of the corporation shall be at 8421 Veterans Highway, Millersville, Maryland 21108.

SECTION 2. Other Office. The Corporation may also have an office or offices in such other place or places as the business of the corporation may require and the Board of Directors may from time to time appoint.

RECORDING FEE
TOTAL
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Apr 23, 1998 03:15 PM

ARTICLE II

Members

SECTION 1. Annual Meeting. The annual meeting of the members of the Corporation shall be held on the third Monday in March, if not a legal holiday, and if a legal holiday then the next succeeding day not a legal holiday, for the purpose of electing directors to succeed those whose terms shall have expired as of the date of such annual meeting, and for the transaction of such other corporate business as may come before the meeting.

SECTION 2. Special Meetings. Special meetings of the members may be called at any time for any purpose or purposes by the President or by a majority of the Board of Directors, and shall be called forthwith by the President, the Secretary or any director of the corporation upon the request in writing of thirty percent (30%) of all of the members of the Corporation eligible to vote on the business to be transacted at a regular meeting. Any request for a special meeting shall state the purpose or purposes of the meeting. Business transacted at all special meetings of members shall be confined to the purpose or purposes in the notice of the meeting.

SECTION 3. Place of Holding Meetings. All meetings of members may be held at the principal office of the Corporation or elsewhere in the United States as may be designated by the Board of Directors.

20

LAW OFFICE
OF
ROBERT J. FUOCO
105 PADFIELD BLVD.
N BURNIE, MARYLAND 21081
(410) 768-8733

SECTION 4. Notice of Meetings. Written notice of each meeting of the members shall be mailed, postage prepaid by the Secretary, at least ten (10) days before the meeting, to each member of record eligible to vote thereat at his post office address, as it appears on the books of the Corporation. However, at any meeting called for the purpose of amending the Declaration of Covenants, Conditions and Restrictions, notice shall be sent to all members of record eligible to vote thereat not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. Each such notice shall state the place, day and hour at which the meeting is to be held and, in the case of any special meeting, shall state briefly the purpose of purposes thereof.

SECTION 5. Quorum. Except as otherwise provided by law, in the Articles of Incorporation or in the Declaration of Covenants, Conditions and Restrictions, the presence in person or by proxy of fifty percent (~~50%~~) of the members of the Corporation eligible to vote shall constitute a quorum at all meetings of the members. If less than a quorum shall be present, the meeting may be adjourned from time to time by a majority vote of the members present or represented, until a quorum shall attend. At any adjourned meeting at which a quorum shall attend, any business may be transacted which might have been transacted if the meeting had been held as originally called. No subsequent meeting to establish such a quorum shall be held more than sixty (60) days following the original meeting for which notice was given.

SECTION 6. Conduct of Meetings. Meetings of members shall be presided over by the President of the Corporation or, if he is not present, by the Vice President. The Secretary of the Corporation shall act as Secretary of such meetings to keep minutes.

SECTION 7. Voting. Except as otherwise provided in the Declaration of Covenants, Conditions and Restrictions, at all meetings of members every member eligible to vote thereat shall have one (1) vote. Such vote may be either in person or by proxy. Except as otherwise provided by law, in the Articles of Incorporation or the Declaration of Covenants, Conditions and Restrictions, all elections shall be had and all questions shall be decided by a majority of the votes cast at a duly constituted meeting at which a quorum is present.

Special assessments as established and described in the Declaration of Covenants, Conditions and Restrictions and irregular or extraordinary increases in the maximum assessment, shall be assessed only by the vote of two-thirds (2/3) of all members who are voting in person or by proxy at a meeting duly called for that purpose, at which a quorum is present.

SECTION 8. Identity of Members. The "members" of the Corporation (as that term is used herein) shall be composed of those individuals who own lots in that Subdivision known as Gartemill, and shall retain their status as voting members so long as they pay any and all annual dues or special assessments imposed by the Corporation upon its members. If a lot is owned by more than one person, then all record owners shall be members of the Corporation.

However, except as otherwise provided in the Declaration of Covenants, Conditions and Restrictions, each lot shall only be entitled to one (1) vote.

Any member who fails to pay any annual dues or special assessments within sixty (60) days after the date due shall not have any right to vote in any election or vote on any matter whatsoever until all such dues and/or assessments shall have been paid in full. Any such member whose voting rights have been suspended due to such failure to pay dues and/or assessments shall not be counted as a "Member Eligible to Vote" in determining quorum requirements at meetings or vote counts for the passage of any action.

ARTICLE III

Board of Directors

SECTION 1. General Powers. The property and business of the Corporation shall be managed under the direction of the Board of Directors of the Corporation. Except during such time as there is a Class B Membership, all directors shall also be Members of the Corporation. In addition to any general powers, the Board of Directors shall also be charged with interpreting and enforcing the Declaration of Covenants, Conditions and Restrictions of Gartemill Homeowners Association as such Declaration of Covenants, Conditions and Restrictions may be amended from time to time. All matters regarding such Declaration that come before and are decided by the Board shall be binding upon the members and, except as otherwise provided in the Declaration of Covenants, Conditions and Restrictions, no individual member shall have the right to enforce any provisions of the Declaration, if not enforced by the Board of Directors.

SECTION 2. Number and Term of Office. As long as there are Class B Members, as defined in Article IV of the Declaration of Covenants, Conditions and Restrictions of Gartemill Homeowners Association, Inc., there shall be three (3) Directors who do not need to be Members. At such time as the Class B Membership ceases to exist, the Board of Directors shall automatically increase to five (5), who all shall be Members. The directors shall serve for a period of one (1) year or until the next annual meeting. At each annual meeting, the successor directors shall be elected to hold office for a term of one (1) year.

SECTION 3. Nomination and Election of Directors. At each meeting concerning the election of directors, candidates shall be nominated and voted on by all of the members. Such candidates may be nominated and voted on individually or as a slate.

SECTION 4. Filling of Vacancies. In the case of any vacancy in the Board of Directors through death, resignation, disqualification, or other cause, (except removal by the members) the remaining directors, by affirmative vote of the majority thereof, may elect a successor to hold office for the unexpired portion of the term of the director whose place shall be vacant, and he shall serve until the election of his successor, or until he shall be removed, prior thereto, by an affirmative vote of a majority of the members.

Similarly and in the event of the number of directors being increased as provided in these By-Laws, the additional directors so provided for shall be elected by a majority of the entire Board of Directors already in office, and shall hold office until the next annual meeting of members.

Any director may be removed from office with or without cause by the affirmative vote of a majority of the members eligible to vote at any special meeting of members regularly called for that purpose. After a director is removed, the members, by a vote of the majority thereof eligible to vote at that meeting, shall elect a new director who shall serve the remaining term of the director so removed, or until a successor is elected.

SECTION 5. Place of Meetings. The Board of Directors may hold their meetings and have one or more offices, and keep the books of the Corporation, either within or outside the State of Maryland, at such place or places as they may from time to time determine by resolution or by written consent of all of the directors. The Board of Directors may hold their meetings by conference telephone or other similar electronic communications equipment in accordance with the provisions of the Maryland Corporations law.

SECTION 6. Regular Meetings. The Board of Directors shall hold regular meetings throughout the year to conduct the Corporation's business and to decide issues that may properly come before the Board of Directors. Such regular meetings of the Board of Directors may be held without notice at such time and place as shall from time to time be determined by resolution of the Board, provided that notice of every resolution of the Board fixing or changing the time or place for the holding of regular meetings of the Board shall be mailed to each director at least three (3) days before the first meeting held pursuant thereto. The annual meeting of the Board of Directors shall be held immediately following the annual meeting of members at which a Board of Directors is elected. Any business may be transacted at any regular meeting of the Board.

SECTION 7. Special Meetings. Special meetings of the Board of Directors shall be held whenever called by any two (2) members of the Board of Directors. The Secretary shall give notice of each special meeting of the Board of Directors by mailing the same at least three (3) days prior to the meeting or by telegraphing the same at least two (2) days before the meeting, to each director; but such notice may be waived by any director. Unless otherwise indicated in the notice thereof, any and all business may be transacted at any special meetings. At any meeting at which every director shall be present, even though without notice, any business may be transacted and any director may in writing waive notice of the time, place and objectives of any special meeting.

SECTION 8. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business at all meetings of the Board of Directors, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise specifically provided by law or by the Articles of Incorporation or by these By-Laws.

SECTION 9. Compensation of Directors. Directors shall not receive any stated salary for their services as such. Nothing herein contained shall be construed to preclude any director from serving the Corporation in any other capacity and receiving compensation therefor.

ARTICLE IV

Officers

SECTION 1. Enumeration of Officers. There shall be a President, Vice-President, Secretary and Treasurer who, after Class B Membership ceases to exist, shall at all times be Members of the Homeowners Association, but do not have to be Members of the Board of Directors. There may also be such other offices that the Board of Directors may, from time to time, by resolution create.

SECTION 2. Election and Term of Officers. The officers shall be elected by the Board of Directors at a vote of the majority of the Board of Directors. Each officer shall hold office for a period of one (1) year unless he shall sooner resign or shall be removed or otherwise is disqualified to serve.

SECTION 3. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board or to the President. Such resignation shall take effect on the date of receipt of such notice, or any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

SECTION 4. Vacancies. A vacancy in any office may be filled by a special election by the Board of Directors. The officer elected to such vacancy shall serve for the remainder of the term of the officer he replaces.

SECTION 5. Multiple Offices. The offices of Secretary and Treasurer may be held (but do not have to be held) by the same person. No other person shall simultaneously hold more than one of the other offices except in the case of special offices created by the Board of Directors.

SECTION 6. Duties of President. The President shall have general charge and control of the business and affairs of the Corporation and he shall preside at all meetings of the members. The President shall sign any contracts as required and have those powers and duties of supervision and management usually vested in the office of President of a corporation.

SECTION 7. Duties of the Vice-President. The Vice-President shall act in place of the President at such time as the President is absent or otherwise unable to conduct the duties of the President. The Vice-President shall also have such other duties as may be assigned to the Vice President from time to time, by the Board of Directors.

SECTION 8. Duties of Secretary. The Secretary shall give notice of all meetings of members and of the Board of Directors as required and give other notices as may be required in the Homeowners Association documents. The Secretary shall also record minutes of all meetings.

SECTION 9. Duties of Treasurer. The Treasurer shall have custody of the funds of the Corporation and shall keep a full and accurate account of receipts and disbursements. He shall deposit all monies in the name of the Corporation in such bank or lending institution as designated by the Board of Directors. He shall also preside at any meetings of the members or meeting of the Board of Directors if the President is unavailable to preside.

ARTICLE V

Corporate Seal

In the event that the President shall direct the Secretary to obtain a corporate seal, the corporate seal shall be circular in form and shall have inscribed thereon the name of the Corporation, the year of its organization and the word "Maryland". Duplicate copies of the corporate seal may be provided for use in the different offices of the Corporation, but each copy thereof shall be in the custody of the Secretary of the Corporation or of an Assistant Secretary of the Corporation nominated by the Secretary.

ARTICLE VI

Bank Accounts and Loans

Such officers or agents of the Corporation as from time to time shall be designated by the Board of Directors shall have authority to deposit any funds of the Corporation in such banks or trust companies as shall from time to time be designated by the Board of Directors, and such officers or agents as from time to time shall be authorized by the Board of Directors may withdraw any or all of the funds of the Corporation so deposited in any such bank or trust company, upon checks, drafts or other instruments or orders for the payment of money, drawn against the account or in the name or behalf of this Corporation, and made or signed by such officers or agents; and each bank or trust company with which funds of the Corporation are so deposited is authorized to accept, honor, cash and pay, without limit as to amount, all checks, drafts or other instruments or orders for the payment of money, when drawn, made or signed by officers or agents so designated by the Board of Directors until written notice of the revocation of the authority of such officers or agents by the Board of Directors shall have been received by such bank or trust company.

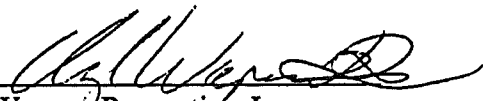
ARTICLE VII

Miscellaneous Provisions

SECTION 1. Fiscal Year. The fiscal year of the Corporation shall end on the last day of December of every year.

SECTION 2. Amendment. These By-Laws may be amended at a duly called meeting of the members at which a quorum is present, either in person or by proxy, by the affirmative vote of two-thirds (2/3) of the members who are eligible to vote at such meeting. Any amendment to these By-Laws shall be recorded among the appropriate public records in the same manner as required of these By-Laws. *58 na*

Date: 3/17/98


Wagner Properties, Inc.
By: Daryl Wagner, President

AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF GARTELMILL HOMEOWNERS ASSOCIATION, INC.

EXPLANATORY STATEMENT: On or about March 17, 1998, the original Declaration of Covenants, Conditions and Restrictions of Gartelmill Homeowners Association, Inc. (hereinafter referred to as the "Declaration") was recorded among the Land Records of Anne Arundel County, Maryland in Book 8373, pages 291 *et seq.*, and subsequently amended. Such amendments having been recorded among said Land Records prior hereto. The undersigned Lot Owners of the Gartelmill Homeowners Association, constituting not less than 80% of the Lot Owners listed on the current roster of said Homeowners Association, acting in accordance with subsection Article X, Section 4 of the Declaration, now desire to amend the Declaration as hereinafter provided.

NOW THEREFORE the said Declaration is further amended as follows:

Article VIII, Sections 1 and 2 of the Declaration are hereby deleted and said Sections are replaced by the following new Sections 1 and 2 shown underlined in bold text as follows:

Section 1. According to the terms of the Recorded Subdivision Plat, the property designated on the Plat as "Active Recreational Area" shall be used as a recreational area and not for residential purposes. The property shall be used by the Homeowners Association as a recreational area, for use and enjoyment of all owners of Lots in the Gartelmill Subdivision, as any other Common Area, subject to rules and regulations to be promulgated by the Homeowners Association from time to time, including hours of use, procedure for reserving use of same, any charges that may be associated with use of the same and other matters that the Board of Directors of the Homeowners Association may deem to be important from time to time. The property can never be used for residential purposes and cannot be conveyed to any third party without the affirmative vote of at least two-thirds (2/3) of each Class of Members of the Homeowners Association and the approval of all appropriate governmental agencies as may be required to amend the requirements of the recorded Plat.

Section 2. The Board of Directors of the Homeowners Association shall create and maintain a capital fund and/or capital budget to provide for upkeep of the recreation area, as may be necessary, and to pay for insurance, taxes and/or other assessments that may be levied against the property.

The foregoing amendment shall take effect immediately when this document has been recorded among the Land Records of Anne Arundel County.

This Amendment to the Declaration may be executed by Lot Owners of Gartelmill Homeowners Association on several separate counterparts hereof, all of which shall together be valid and fully binding notwithstanding the fact that the undersigned parties may not have signed the same counterpart.

IN WITNESS WHEREOF, and as of the day and year noted with their signatures, the undersigned Lot Owners hereto have affixed below their respective signatures and seals.

02 MAR -4 PM 12:13

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Faint stamp with illegible text and numbers.

AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OF GARTELMILL HOMEOWNERS ASSOCIATION, INC.

THIS AMENDMENT TO DECLARATION, is made this 31 day of August, 1998, by WAGNER PROPERTIES, INC., a Maryland corporation, hereinafter referred to as "Declarant", party of the first part, HENRY D. GARTELMAN, JR. and BEATRICE S. GARTELMAN, his wife, parties of the second part, and GLENN D. GARTELMAN and REBECCA ANN GARTELMAN, his wife, parties of the third part, the said parties of the second part and parties of the third part individually sometimes referred to as "Owner", or jointly as "Owners".

WITNESSETH:

WHEREAS, Declarant executed and filed a Declaration of Covenants, Conditions and Restrictions of Gartelmill Homeowners Association, Inc. on March 17, 1998, (hereinafter referred to as the "Declaration"), which Declaration is recorded among the Land Records of Anne Arundel County in Book 8373, Page 291, which Declaration covers certain single family building lots as shown and described on a Plat entitled "Gartelmill, 87 Single Family Lots", which Plat is recorded among the Plat Records of Anne Arundel County at Plat Book 202, Pages 28 through 31; and

WHEREAS, Henry D. Gartelman, Jr. and Beatrice S. Gartelman, his wife, own that property known as Lot 47, as shown on the aforementioned plat of "Gartelmill" by Deed dated March 17, 1998 and recorded among the Land Records of Anne Arundel County at Book 8373, Page 328; and

IMP. FD. SURE 5 2.00
RECORDING FEE 20.00
OVER PAYMENT 3.00
TOTAL 25.00
Rec'd AA15 Rcpt # 15323
Ser 88-1998 89-21

98 SEP -8 AM 9:30

REGISTERED RETURN
CIRCUIT COURT, A.A. COUNTY

LAW OFFICE
OF
ROBERT J. FUOCO
100 PROFIELD BLVD.
LEN BURNIE, MARYLAND 21061
703 766-4733

WHEREAS, Glenn D. Gartelman and Rebecca Ann Gartelman, his wife, own that property known as Lot 46, as shown on the aforementioned plat of "Gartemill" by Deed dated March 17, 1998 and recorded among the Land Records of Anne Arundel County at Book 8373, Page 333; and

WHEREAS, in order to help market the individual lots and also in order to comply with the requirements of the Federal Housing Administration and/or the Department of Housing and Urban Development and/or the Veterans Administration this Amendment to said Declaration is necessary to be executed and recorded.

NOW THEREFORE, Declarant hereby declares that the Declaration of Covenants, Conditions and Restrictions of Gartemill Homeowners Association, Inc. previously recorded among the Land Records of Anne Arundel County at Book 8373, Page 291 is amended as follows:

1. In Article VII, USE RESTRICTIONS, Section 2, Fences, shall be deleted and shall be replaced with the following:

Section 2. Fences. All fences must be constructed of wood or vinyl, and must be located in the rear yards of any lot such that the fence does not extend closer to the street than the rear face of the house as extended. As to any lots located on the corner of two existing streets, the fence must be located at least ten feet (10') from the side property line adjoining such street.

2. In Article VII, USE RESTRICTIONS, Section 3, Antennas, Etc. shall be deleted and shall be replaced with the following:

Section 3. Antennas, Etc. Interior clothes lines or other device intended for the purpose of hanging clothes outside shall be erected behind the rear face of the house. No television or radio antennas or aerials shall be permitted on any structure. One (1) "satellite dish" shall be permitted upon each lot provided it is located either on the ground behind the rear face of the house, or on the rear roof line of the house such that it is not visible from the front of any property. No matter where located, said "satellite dish" shall be a maximum of 24" in

diameter. Sheds, swimming pools, and other accessory buildings shall be erected behind the rear face of the house.

3. In Article X, GENERAL PROVISIONS, there shall be added as follows:

Section 8. Miscellaneous. As long as there is a Class B Membership as defined in Article IV of the Declaration, the annexation of any additional properties, the merger and/or consolidation of the Homeowners Association, the mortgaging of any common area, the dissolution and/or amendment of the Articles of Incorporation for Gartemill Homeowners Association, Inc., or any further amendment of the Declaration or any amendment of the By-Laws of the Homeowners Association of Gartemill Homeowners Association, Inc. shall require the prior approval of the Federal Housing Administration, or the Department of Housing and Urban Development, or the Veterans Administration.

4. Except for the additional provision contained herein, the Declaration of Covenants, Conditions and Restrictions of Gartemill Homeowners Association, Inc. and any other related documents shall remain in full force and effect.

5. Henry D. Gartelman, Jr. and Beatrice S. Gartelman, his wife and Glenn D. Gartelman and Rebecca Ann Gartelman, his wife, as Owners of lots in the Gartemill subdivision hereby join in this Amendment for the purpose of consenting to same and the purpose of subjecting their lots to the operation and effect of this Amendment.

IN WITNESS WHEREOF, the undersigned have set their hand and seal this

31st day of August, 1998.

Witness:

Donald E. McDonald

WAGNER PROPERTIES, INC., Developer

By: [Signature]
Baryl Wagner, President

Henry D. Gartelman Jr.
Henry D. Gartelman, Jr., Owner

Beatrice S. Gartelman
Beatrice S. Gartelman, Owner

LAW OFFICE
OF
ROBERT J. FUOCO
103 PADFIELD BLVD.
LEN BURNIE, MARYLAND 21051
CALL 766-4732

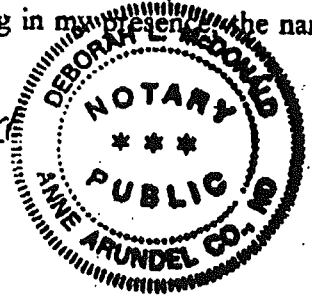
Glenn D. Gartelman
Glenn D. Gartelman, Owner

Rebecca Ann Gartelman
Rebecca Ann Gartelman, Owner

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, to wit:

I HEREBY CERTIFY that on this 31st day of August, 1998, before me, the subscriber, a Notary Public of the State and County as aforesaid, personally appeared Daryl Wagner, who acknowledged himself to be the President of Wagner Properties, Inc., a Maryland corporation, and that he as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in my presence the name of the corporation by himself as such President.

Deborah L. McDonald
Notary Public

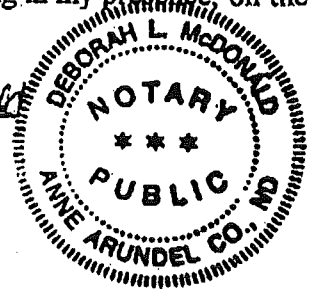


My Commission Expires: June 1, 2002

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, to wit:

I HEREBY CERTIFY that on this 31st day of August, 1998, before me, the subscriber, a Notary Public of the State and County as aforesaid, personally appeared Henry D. Gartelman, Jr. and Beatrice S. Gartelman, his wife, who acknowledged that they executed the foregoing instrument for the purposes therein contained, by signing in my presence, on the day and year first aforesaid.

Deborah L. McDonald
Notary Public



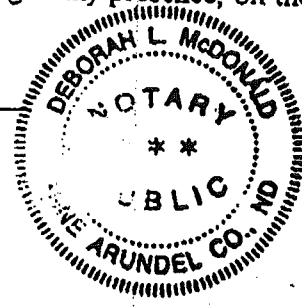
My Commission Expires: June 1, 2002

LAW OFFICE
OF
ROBERT J. FUOCO
105 PALMFIELD BLVD.
LEN EARLE, MARYLAND 21081
410 760-6733

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, to wit:

I HEREBY CERTIFY that on this 31st day of August, 1998, before me, the subscriber, a Notary Public of the State and County as aforesaid, personally appeared Glenn D. Gartelman and Rebecca Ann Gartelman, his wife, who acknowledged that they executed the foregoing instrument for the purposes therein contained, by signing in my presence, on the day and year first aforesaid.

Deborah L. McDonald
Notary Public



My Commission Expires: June 1 2002

LAW OFFICE
OF
BERT J. FUOCO
105 PARKFIELD BLVD.
BURNIE, MARYLAND 21031
(410) 750-4733

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

OF GARTELMILL HOMEOWNERS ASSOCIATION, INC.

THIS DECLARATION, is made this 17th day of March, 1998, by WAGNER PROPERTIES, INC., a Maryland corporation, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Anne Arundel County, State of Maryland, namely, all of those single family lots, Open Space, Recreation Areas, Flood Plain, proposed roads and all other property as described and shown on a Plat entitled "Gartemill 87 Single Family Lots", which Plat is comprised of four pages and is recorded among the Plat Records of Anne Arundel County at Plat Book 202, Pages 28 through 31; and

IN 50 SURE &
RECORDING FEE
TOTAL
RECEIVED
APR 23, 1998

WHEREAS, Declarant desires to subject the said land to certain protective covenants, conditions, restrictions, reservations, liens and charges as hereinafter set forth, and Contract Purchaser, consents to such matters.

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

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ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to "Gartemill Homeowners Association, Inc.", a Maryland non-stock corporation, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any of the lots which are a part of the Gartemill Subdivision, but excluding those having such interest merely as security for the performance of an obligation.

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

Section 4. "Common Area" shall mean all real property (including the improvements thereto) deeded to and owned by the Association for the common use and enjoyment of the owners, whether those parcels are designated on the Plats as "Open Space" or "Recreation Areas", or other similar designation.

Section 5. "Lot" shall mean and refer to all 87 single-family lots, as shown on the recorded subdivision plat referred to above.

Section 6. "Declarant" shall mean and refer to Wagner Properties, Inc., its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7. "Builder" shall mean any recognized home builder to which the Declarant shall sell any lot for the purpose of constructing a dwelling unit thereon.

Section 8. "Plat" or "Plats" shall mean and refer to the Plat entitled "Gartemill 87 Single Family Lots" as such Plat is recorded among the Plat Records of Anne Arundel County at Plat Book 202, Pages 28 through 31 and any future Amended Plat of Gartemill.

ARTICLE II

PROPERTIES SUBJECT TO THIS DECLARATION

At the time of execution and recordation of this Declaration, Gartemill consists of eighty-seven (87) single-family lots numbered 1 through 87 inclusive as shown on the Plat of Gartemill. Those 87 lots are all subject to this Declaration.

ARTICLE III

PROPERTY RIGHTS

Section 1. Owners Easement of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Areas, which shall be appurtenant to and shall pass with the title to every Lot. All of such rights are subject to the following provisions:

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

(b) The right of the Board of Directors of the Association to suspend the voting rights of an owner if any assessment against his Lot is not paid within sixty (60) days from the date due; and the right to suspend voting rights for a period not to exceed sixty (60) days for any infraction of its published rules and regulations, including these Covenants. If, however, an infraction by an owner is of a continuing nature, then the suspension of voting rights may also be of a duration to coincide with the continuous nature of the owner's continuing

infraction, and may extend for a period of sixty (60) days after the owner ceases such action which constituted an infraction of the Association's published rules and regulations.

(c) The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority or utility, for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of the members has been recorded.

Section 2. Lots Subject to Easement. All of the lots shall be subject to such easements for utilities or for conservation, storm water management, walkways, ingress and egress or such other matters as are shown on the recorded subdivision Plats.

Section 3. Delegation of Use. Any owner may delegate in accordance with the By-Laws his right of enjoyment to the Common Areas and facilities to the members of his family, his tenants or guests. However, except for such delegation, such rights are not otherwise transferable or alienable separate and apart from a transfer of the lot to which those rights are appurtenant.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS

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

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

Class A. Class A Members shall be all owners of Lots (except for Declarant and Builders during such time as there shall be a Class B Membership) which are subject to assessment by the Association under the terms of this Declaration, and shall be entitled to one (1) vote for each lot so owned. When more than one person holds an interest in any lot, all such persons shall be members and the vote for such lot shall be exercised as they among themselves determine. However, in no event, shall more than one (1) vote be cast with respect to any lot the owner of which is a Class A Member.

Class B. Class B Members shall be Declarant (and any Builder that owns one or more lots) and shall be entitled to three (3) votes for each lot owned. The Class B Membership shall cease and be converted to Class A Membership upon the earlier to occur of any of the following:

(a) The date on which 75% of the lots have been conveyed for residential use to homebuyers; or

(b) June 1, 2002.

Upon the lapse of the Class B Membership as provided above, the Declarant and/or Builder shall thereafter become a Class A Member of the Association as to each and every Lot owned by the Declarant and/or Builder.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

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

(a) Each Owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1)

annual assessments or charges, and (2) special assessments for repairs and maintenance, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Whether or not such assessment has been reduced to a judgment, no lot may pass title to a subsequent purchaser until any assessment levied against said lot has been paid in full, and any contract purchaser of any lot subject to this Declaration shall have the obligation to contact the Homeowners Association pursuant to Section 8 of this Article to determine whether any assessment is due and outstanding.

(b) For each lot owned by Declarant (or a Builder) within the subdivision, which lot is unimproved or is improved but not occupied, the Declarant or a Builder shall pay annual assessments and special assessments for capital improvements at a rate of twenty-five percent (25%) of the assessments established for and collected from Class A members. Model homes and sales offices shall be deemed to come within this category.

Section 2. Purpose of Assessments. The Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Property and for the operation of the Common Areas, including, but not limited to:

(a) The cost of all operating expenses of the Common Areas, and/or any improvements on the Common Areas, and/or any recreational facilities and the services furnished in connection with same;

(b) The cost of necessary management and administration of Common Areas, including fees paid to a management agent;

- (c) The amount of any taxes, front foot charges, or other assessments levied against the Common Areas;
- (d) The cost of any liability insurance on the Common Areas;
- (e) The cost of utilities or other services which may be provided by the Association;
- (f) The cost of maintaining, repairing, replacing and/or landscaping the Common Areas;
- (g) The cost of funding any reserves established by the Board of Directors, including a general operating reserve and a reserve for repair and/or replacement.

Section 3. Maximum Annual Assessment.

(a) (i) Until January 1 of the year immediately following the conveyance for residential use of the first lot by the Declarant or by a Builder, the initial annual assessment shall be Seventy-five Dollars (\$75.00) per lot, for lots which have been conveyed for residential use, which initial assessment shall constitute both the minimum and maximum annual assessment until the end of the year. As to any lot conveyed by the Declarant and/or a Builder, the annual assessment shall be prorated as of the date of settlement.

(ii) At the time of the initial conveyance of a Lot by the Declarant (or by a Builder) to a third-party purchaser, in addition to the prorated annual assessment, said third-party purchaser shall pay a one time assessment of Fifty Dollars (\$50.00) as a capital contribution to the Homeowners Association. Said assessment shall be collected at the time of settlement on the Lot by said third-party purchaser.

(b) Beginning January 1 of the year immediately following the conveyance for residential use of the first Lot by the Declarant or by a Builder, the minimum annual assessment shall be Seventy-five Dollars (\$75.00) per lot, and the maximum annual assessment shall be One Hundred Twenty-five Dollars (\$125.00) per lot, for lots which have been conveyed for residential use. The actual assessment may be set by the Declarant at any level between the minimum and the maximum assessment.

(c) Beginning January 1 of the year after the conveyance for residential use of seventy-five percent (75%) of the lots by the Declarant or by a Builder, the maximum annual assessment shall be One Hundred Fifty Dollars (\$150.00) per lot, although the actual assessment may be established at a lower amount by the Declarant, and thereafter by the Homeowner's Association.

(d) From and after January 1 of the year immediately following the conveyance for residential use of more than seventy-five percent (75%) of the lots by Declarant (or by a Builder), the maximum annual assessment may be increased by the Board of Directors each year not more than ten percent (10%) above the maximum annual assessment for the previous year without a vote of the membership. The maximum annual assessment may be raised by more than ten percent (10%) per year only at a duly called meeting at which a quorum of the members eligible to vote is present (in person or by proxy) and which is approved by a vote of at least two-thirds (2/3) of each class of the members present who are eligible to vote.

(e) The Board of Directors may fix the annual assessments at an amount not in excess of the maximum as set forth above.

(f) If any lot is security for any mortgage insured by the Federal Housing Administration (FHA) or the Veterans Administration (VA), as long as there is a Class B member, Declarant shall: (i) fund any actual operating deficit; and (ii) maintain the common area of any Phase under construction until Declarant shall have sold at least seventy-five percent (75%) of the lots in the subdivision.

Section 4. Special Assessments

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any repairs, maintenance and/or replacement required upon the Common Areas and/or Recreation Areas, including fixtures related thereto. However, any such assessment shall be approved at a duly called meeting at which a quorum of the members eligible to vote is present (either in person or by proxy) and which is approved by two-thirds (2/3) of the members present who are eligible to vote.

Section 5. Notice and Quorum for any Action Authorized under Sections 3 and 4.

Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members eligible to vote not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies of fifty percent (50%) of the owners eligible to vote shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the notice requirements, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

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

Section 7. Date of Commencement of Annual Assessments, Due Dates. The annual assessments provided for herein shall commence in the year of the first conveyance of a lot for residential use by the Declarant or by the Builder. Thereafter, the annual assessment shall be due on January 1 of each year. The annual assessments provided herein shall commence with respect to any land which may be annexed hereto, as set forth elsewhere in this Declaration, as to a lot in such annexed land on the first day of the month following the first conveyance for residential use of such lot.

Section 8. Transfer of Lots. No sale or transfer of any lot shall relieve such lot from liability for any assessments which became due prior to such transfer or which may become due after such transfer. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

It shall be the obligation of any contract purchaser of a lot to inquire as to the balance or status of such charges prior to proceeding to settlement. Failure to make such inquiry and to provide for payment of same at the time of settlement shall thereafter subject such contract purchaser (should he actually take title to property) to liability for any charges that were due and unpaid as of the date of settlement, as well as all charges which become due thereafter.

Section 9. Effect of Nonpayment of Assessments, Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall automatically be assessed a late charge of \$25.00 and shall bear interest from the due date at the rate of eighteen percent (18%) per annum. As to any assessment not paid within sixty (60) days after the date due, in addition to the authority of the Association to suspend voting rights, the Association may bring an action at law against the owner obligated to pay the same, or may pursue those remedies available under the Maryland Contract Lien Act as set forth in the Real Property Article of the Annotated Code of Maryland as amended from time to time. The owner shall be obligated to pay all attorney's fees actually incurred by the Association in having to pursue such action. Except as provided elsewhere in this Declaration, no owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his lot.

Section 10. Subordination of the Lien to Taxes and Mortgages. The lien of the assessments provided for herein shall be subordinate to any lien for taxes on real property, and to the lien of any first mortgage. The sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer, but not as to any assessments which may become due thereafter.

Section 11. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein: (a) all properties dedicated to and accepted by a local public authority; and (b) the Common Areas.

Section 12. Reserves for Replacements. The Association shall establish and maintain a reserve fund for repairs and replacements to the common areas and community facilities by the allocation and payment not less than annually to such reserve fund of an amount to be designated from time to time by the Board of Directors. Such fund shall be conclusively deemed to be a common expense of the Association and the reserve for replacement may be expended only for the purpose of effecting the replacement of the common areas and community facilities, major repairs, equipment replacement and for expenses of a non-recurring nature relating to the common areas and community facilities.

ARTICLE VI

ARCHITECTURAL CONTROL

No building (including any addition onto the existing structure on each property), accessory building, shed, fence, garage, driveway, wall, swimming pool or other structure whatsoever, either temporary or permanent, shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition to or change or alteration or improvement be made until a request for same, along with the plans and specifications showing the nature, kind, shape, height, materials, color and location of same, have been submitted to and approved in writing as to the type and quality of materials, quality of workmanship, and the harmony and external design and location in relation to surrounding structures by the Board of Directors of the Association. In the event that the Board of Directors fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to the Board, approval will not be required and this Article will be deemed to have been fully complied with.

As long as there is a Class B Membership, Declarant shall make all decisions regarding Architectural Control. Further, notwithstanding any provisions in this Declaration to the contrary, even after Class B Membership ceases, neither the Declarant (nor any Builder) shall be subject to the terms of this Article with respect to architectural control and approval in the construction of new homes. The Declarant (and any Builder) shall be permitted to maintain a model home or a sales trailer in the Subdivision so long as the Declarant or the Builder holds at least one (1) lot for resale.

ARTICLE VII

USE RESTRICTIONS

Section 1. No property shall be used except for residential purposes and as a single-family residence.

Section 2. Fences. All fences must be constructed of wood or vinyl-clad chain link, and must be located in the rear and side yards of any lot, such that the fence does not extend closer to the street than the front face of the house located on such lot. As to any lots located on the corner of two intersecting streets, the fence and side yard must be located ten (10) feet from the side property line adjoining such street.

Section 3. Antennas, Etc. Exterior clotheslines or other device intended for the purpose of hanging clothes outside shall be erected behind the rear face of the house. Television or radio antennas or aerials shall be limited to a height of four (4) feet above the highest roofline of the house upon which such antenna or aerial is installed. One (1) "satellite dish" shall be permitted on the ground upon each lot, provided it is a maximum of twenty-four

*FCC
39 inches
or less*

(24) inches in diameter and erected behind the rear face of the house. Sheds, swimming pools and other accessory buildings shall be erected behind the rear face of the house.

Section 4. Vehicles. No vehicles (including motor homes and campers), except as may be classified as passenger cars and/or light duty pick-up trucks 3/4 ton and under, shall be kept upon any street in the subdivision or on driveways or common parking areas, nor shall such vehicles be kept on any lot unless same are fully enclosed within a garage on a lot. Further, only those vehicles that are operable shall be kept on any part of any lot, and owners shall not keep abandoned, junk vehicles, partial vehicles or parts for same on the street or on any part of the property. No unregistered and/or untagged vehicles shall be kept on the lot unless stored within a garage.

Section 5. Boats. No boats (either on trailers or otherwise) may be parked in the streets, driveways or common parking areas. One (1) boat may be permitted on each private lot, provided it is kept on a trailer in the rear yard of a property, behind the rear face of the house.

Section 6. Nuisance. Except for activities of the Declarant and/or any Builder with regard to development and/or construction work, no noxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 7. Animals. No animals, livestock or poultry of any kind shall be kept, raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for a commercial purpose.

Section 8. Trash. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other wastes shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

Section 9. Wetlands Protection. Notwithstanding any provision of this Declaration to the contrary, there shall be no removal or disturbance of any vegetation in areas designated on the Subdivision Plat as "wetlands" or "wetlands buffer", "flood plain", or any other such area except upon approval by all appropriate governmental agencies having jurisdiction over such areas.

ARTICLE VIII

CLUB HOUSE

Section 1. According to the terms of the Recorded Subdivision Plat, an existing dwelling on property designated on the Plat as "Active Recreational Area" shall be used as a community club house or meeting room and not for residential purposes. This building shall be used by the Homeowners Association as a club house, open for the use and enjoyment of all owners of Lots in the Gartelmill Subdivision, as any other Common Area, subject to reasonable rules and regulations to be promulgated by the Homeowners Association from time to time, including hours of operation, procedures for reserving use of same, any reasonable charges that may be associated with the use of same and other matters that the Board of Directors of the Homeowners Association may deem to be important from time to time. The property can never be used as a residential property and can not be conveyed to any third party without the affirmative vote of at least two-thirds (2/3) of each Class of the Members of the

Homeowners Association and the approval of all appropriate governmental agencies as may be required to amend the requirements of the recorded Plat.

Section 2. The Board of Directors of the Homeowners Association shall also create a capital fund and/or capital budget to provide for repair and upkeep of the community club house as may be necessary and to pay for all the utilities, insurance, taxes, front foot charges and/or other assessments that may be levied against said building.

ARTICLE IX

EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities and for other public purposes and access to all property are reserved as shown or otherwise referred to on the recorded plats of the project or as may be or may have been required, necessary or desirable to be recorded or given prior to the date hereof or subsequent hereto. Within these easements, no structure, planting, or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or access to the property subject to such easements. Such easement may contain rights of ingress and egress to all lots in such section for purposes of correcting drainage and other construction problems that may have occurred.

ARTICLE X

GENERAL PROVISIONS

Section 1. Grades and Slopes. There is expressly reserved unto the Declarant (and/or Builder) and their successors and assigns the sole and exclusive right to establish grade and slopes (including surface and subsurface drainage) on all unsold and unimproved lots, and to

fix the grade at which any dwelling or other structure shall hereafter be erected or placed thereon so that the same shall conform to a general plan for the uniform development of the subdivision, subject only to compliance with the regulations of public authorities having control thereof.

Section 2. Enforcement. Only the Board of Directors of the Association shall have the right to interpret and enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. If the Board of Directors of the Association approves pursuant to the provisions of Article VI hereof, any improvements constructed upon any lot, all lot owners shall be bound by such approval. If, however, the Board of Directors fails to take any action to enforce any other covenant or restriction herein contained after having received from a lot owner thirty (30) days written notice of the violation and a request to take action, such failure to act by the Association shall permit an individual lot owner to take action.

Section 3. Legal Fees. If any action is brought to enforce these Covenants, Conditions and Restrictions, whether such action is brought by the Association or any individual lot owner, in addition to any legal or equitable remedies available, the Association or such individual lot owner shall also be entitled to an award of attorney's fees actually incurred if the Association or lot owner is successful in such action to enforce these Covenants, Conditions and Restrictions.

Section 4. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date of recordation of this Declaration, after which time they shall be automatically extended for successive periods of ten

(10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than eighty percent (80%) of all lot owners, and thereafter by an instrument signed by not less than two-thirds (2/3) of all lots owners.

Notwithstanding any provision in this Declaration to the contrary, as long as the Declarant holds at least one (1) lot in the Subdivision for the purpose of resale, Declarant shall have the absolute unilateral right, power and authority to modify, revise or change the terms and provisions of this Declaration if such modification is required by the Federal Housing Administration or the Veterans Administration, or any successor agencies thereto, as a condition precedent to the approval by such agency of the Subdivision or any of the lots located in the Subdivision for federally approved mortgage financing purposes under applicable Veterans Administration, Federal Housing Administration or similar programs.

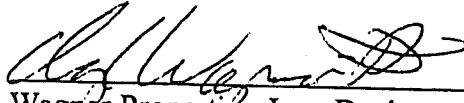
Section 5. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 6. Deed of Trust. The use herein of the word "mortgage" shall be deemed to also mean a deed of trust where such security instrument is used in lieu of or instead of a mortgage.

Section 7. Non-Applicability to Other Property. The covenants, conditions and restrictions set forth herein shall apply only to the property described hereinabove, and shall create no rights, benefits, burdens or obligations with respect to any other property

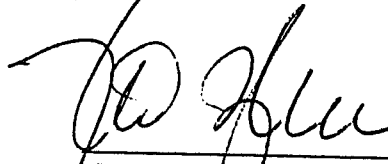
owned by Declarant, its successors or assigns.

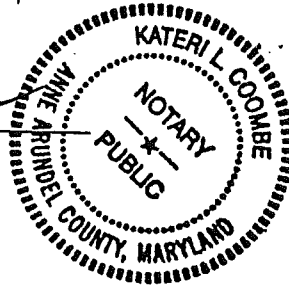
IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 17 day of MARCH, 1998.


Wagner Properties, Inc., Declarant

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, to wit:

I HEREBY CERTIFY that on this 17th day of March, 1998, before me, the subscriber, a Notary Public of the State and County as aforesaid, personally appeared Daryl Wagner, who acknowledged himself to be the President of Wagner Properties, Inc., a Maryland corporation, and that he as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in my presence, the name of the corporation by himself as such President.


Notary Public



My Commission Expires: 7/1/00

LAW OFFICE
OF
ROBERT J. FUOCO
105 PADFIELD BLVD.
BURNIE, MARYLAND 21081
410 788-9733

**ELMORE &
ASSOCIATES, P.A.**

ATTORNEYS AT LAW

Kathleen M. Elmore†
Maricruz J. Bonfante†
Ellen W. Throop †
Kathleen J. John-Lewis††
† Maryland Bar
‡ Michigan Bar
‡ Pennsylvania Bar

5 Riggs Avenue
Post Office Box 1473
Severna Park, Maryland 21146
(410) 544-6644
(800) 717-0642
Fax (410) 544-7294
kelmore@erols.com

January 9, 2002

Charter Department
State Department of Assessments and Taxation
301 West Preston Street
Baltimore, Maryland 21201

Re: Change of Resident Agent and Principal Office
of Gartelmill Homeowners' Association, Inc.

Dear Ladies and Gentlemen:

Please find enclosed a certified copy of a resolution of the Board of Directors of Gartelmill Homeowners' Association, Inc., authorizing the change of the Resident Agent from Daryl Wagner to Kathleen M. Elmore, Esquire. and the principal office of this corporation from 8421 Veterans Highway, Millersville, Maryland 21108 to 5 Riggs Avenue, Severna Park, Maryland 21146

Also enclosed is this law firm's check in the amount of \$10.00 representing the recording fee for this notice.

Please mail to us your usual and acknowledgment that this notice of change of Resident Agent and change of Address for the Resident Agent and the principal office has been accepted and recorded.

Sincerely,



Karen F. Custer
Legal Assistant

KFC/s

enclosures: check [\$10.00]
Certified Resolution of Board

cc: — President, Gartelmill Homeowners' Association, Inc.
10506.001

**RESOLUTION
OF THE BOARD OF DIRECTORS OF
GARTELMILL HOMEOWNERS ASSOCIATION, INC.**

Aug. 1, 2001

The undersigned, constituting the Directors of GARTELMILL HOMEOWNERS ASSOCIATION, INC., a Maryland non-stock corporation, (hereinafter referred to as the "Corporation"), in accordance with Sections 2-408(c) and 2-108 of the Corporations and Associations Article of the Annotated Code of Maryland, do hereby take the actions below set forth, and to evidence their waiver of any right to dissent from such actions, do hereby consent as follows:

Change of Resident Agent and Address

RESOLVED: That the resident agent of the Corporation in the State of Maryland be and is hereby changed from Daryl Wagner, 8421 Veterans Highway Millersville, Maryland 21108 to **Kathleen M. Elmore, 5 Riggs Avenue, Severna Park, Maryland 21146.**

RESOLVED: That the proper officers of the Corporation be and they are hereby authorized and directed for and on behalf of the Corporation to file an appropriate certified copy of this resolution with the State Department of Assessments and Taxation of Maryland and to do and perform any and all other necessary and proper acts incident thereto.

Change of Address of Principal Office

RESOLVED: That the principal office of the Corporation is hereby changed from 8421 Veterans Highway, Millersville, Maryland 21108 to **5 Riggs Avenue, Severna Park, Maryland 21146**, and that the proper officers of the Corporation be and they are hereby authorized and directed for and on behalf of the Corporation to file an appropriate certified copy of this resolution with the State Department of Assessments and Taxation of Maryland and to do and perform any and all other necessary and proper acts incident thereto.

AS WITNESS the signatures of the undersigned Directors of the Corporation on the date first written above.

David J. Balch Sr. (SEAL)

Director

[Signature] (SEAL)

Director

(SEAL)

Director

STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION

2

GARTELMILL HOMEOWNERS ASSOCIATION, INC.

APPROVED FOR RECORD

31098


at 12:32 p.m.

A NON-PROFIT CORPORATION

ARTICLES OF INCORPORATION

01 1991 10

FIRST: I, Robert J. Fuoco, whose post office address is 105 Padfield Boulevard, Glen Burnie, Maryland 21061, being over eighteen (18) years of age, hereby form a non-profit community corporation under and by virtue of the General Laws of the State of Maryland for exclusively non-profit purposes.

SECOND: The name of the corporation (which is hereafter referred to as the "Corporation") is Gartemill Homeowners Association, Inc. 

THIRD: The purposes for which the corporation is formed are:

(a) The Corporation is organized exclusively for the purpose of interpreting and enforcing the Declaration of Covenants, Conditions and Restrictions of Gartemill Homeowners Association, Inc. and for orderly improving, maintaining, utilizing and otherwise remaining in possession of any and all Recreation Areas, Open Space and other areas or improvements dedicated to the use of all homeowners in the subdivision known as Gartemill (a bona fide exclusive community purpose), including, for such purposes, the levying of homeowners assessments and special assessments for repairs, maintenance and capital improvements to the Recreation Areas, and Open Space and other community improvements, said assessments for the exclusive purpose of promoting the recreation, health, safety and welfare of the owners of lots in Gartemill, a bona fide subdivision created in Anne Arundel County, Maryland, which subdivision is set forth in a Plat entitled "Gartemill 87 Single Family Lots" as said Plat is recorded among the Plat Records of Anne Arundel County in Book 202,

LAW OFFICE
OF
ROBERT J. FUOCO
105 PADFIELD BLVD.
GLEN BURNIE, MARYLAND 21061
(410) 788-8733

I.D. NO# D4932349
ACKN. NO. - 174C3119354
GARTELMILL HOMEOWNERS ASSOCIATION
INC.

80708296

4027 0018

_____(SEAL)
Director

_____(SEAL)
Director

I HEREBY CERTIFY that the above is a true copy of the Resolutions adopted by the Board of Directors of GARTELMILL HOMEOWNERS ASSOCIATION, INC., on

August 1, 2001.

Patricia Lincoln
President
GARTELMILL HOMEOWNERS ASSOCIATION, INC.

ATTEST:

Lesley A. Wallace
Secretary
GARTELMILL HOMEOWNERS ASSOCIATION, INC.

I HEREBY CONSENT to act as Resident Agent in Maryland for the entity named in the attached instrument.

Jack M. [Signature]

Pages 28 through 31 (and any future amendments to said Plats); and to that end to take and hold by bequest, devise, gift, purchase or lease, either absolutely or in trust for such objects and purposes or any of them, any property, real, personal or mixed, of value, subject to such limitations, if any, as may be imposed by law, to sell, convey and dispose of any such property, and to invest and reinvest the principal thereof and to deal with and expend the income therefrom for any of the before mentioned purposes without limitation, except limitations, if any, as may be contained in the instrument under which the property is received, excluding specifically any limitation which contains any provision which discriminates on the basis of race, color or religion, to receive any property, real, personal or mixed, in trust, under the terms of any will, deed of trust or other trust instrument for the foregoing purposes or any of them, and in administering the same to carry out the directions and exercise the powers contained in the trust instrument under which the property is received, including the expenditure of the principal as well as the income for one or more of such purposes if authorized or directed in the trust instrument under which it is received, but no gift, bequest or devise of any such property shall be received and accepted if it be conditioned or limited in such a manner as shall require the disposition of the income or its principal for other than the community or recreational purposes of the members of the Corporation in a completely nondiscriminatory fashion; or as shall, in the opinion of the Board of Directors, jeopardize the Federal income tax exemption of the Corporation pursuant to Section 501(c) of the Internal Revenue Code of 1954 as now in force or afterwards amended; to receive, take title to, hold and use the proceeds and income of stocks, bonds, obligations or other securities of any corporation or other corporations, domestic or foreign, which qualify as "members" but only

for the foregoing purposes or some of them; and in general to exercise any, all and every power for which a non-profit corporation organized under the applicable provisions of the Annotated Code of Maryland for community recreational and other non-profitable purposes can be authorized to exercise, but only to the extent the exercise of such powers is in furtherance of exempt purposes.

(b) No part of the net earnings of the Corporation shall inure to the benefit of or be distributable to its members, directors, officers or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and make payments and distributions in furtherance of the purposes set forth herein. Notwithstanding any other provisions of the Articles, the Corporation shall not carry on any other activities not permitted to be carried on by a corporation exempt from Federal income tax under Section 501(c) of the Internal Revenue Code of 1954 or the corresponding provision of any future United States Internal Revenue law.

FOURTH: The initial post office address of the principal office of the Corporation in this State is 8421 Veterans Highway, Millersville, Maryland 21108. The name and post office address of the Resident Agent of the Corporation in this State is Daryl Wagner, 8421 Veterans Highway, Millersville, Maryland 21108. Said Resident Agent is an individual actually residing in this State and is at least eighteen (18) years old.

FIFTH: The Corporation is not organized for profit. It shall have no capital stock and shall not be authorized to issue capital stock. The number of, qualifications for, and all other matters relating to its membership shall be as set forth in the By-Laws of the Corporation. Generally, all property owners of the lots of the Gartelmill Subdivision (subject

to the Declaration of Covenants, Conditions and Restrictions) shall be members in the Corporation and only those parties retaining actual legal title shall be entitled to be members.

SIXTH: As long as there are Class B Members, as defined in Article IV of the Declaration of Covenants, Conditions and Restrictions of Gartemill Homeowners Association, Inc., there shall be three (3) Directors who do not need to be Members. At such time as the Class B Membership ceases to exist, the Board of Directors shall automatically increase to five (5), who all shall be Members. The size of the Board may thereafter be increased or decreased pursuant to the By-Laws of the Corporation, but shall never be less than the number permitted by law. The Directors who shall act until the first annual meeting or until their successors are duly chosen and qualified is Daryl Wagner.

SEVENTH: Upon the dissolution of the Corporation's affairs, or upon the abandonment of the Corporation's activities due to its impracticable or inexpedient nature, the assets of the Corporation then remaining in the hands of the Corporation shall be distributed, transferred, conveyed, delivered and paid over to any other community organization as hereinafter defined of this or any other state having a similar analogous character or purpose in some way associated with or connection with the Corporation to which the property previously belonged.

EIGHTH: The Corporation may, by its By-Laws, make any other provisions or requirements for the arrangement or conduct of the business of the Corporation, provided the same be not inconsistent with these Articles of Incorporation or contrary to the laws of the State of Maryland or the United States, in particular Section 501 of the Internal Revenue Code of 1954, as amended.

NINTH: In these Articles of Incorporation:

(a) references to "community organization" means corporation's trust funds, foundations or community chests created or organized in the United States or in any of its possessions, whether under the laws of the United States, any state or territory, the District of Columbia, or any possession of the United States, organized and operated exclusively for community purposes no part of the net earnings of which inures to or is payable to or for the benefit of any private shareholder or individual and substantially all of the activities of which of non-profitable. It is intended that the organization described in this Article Ninth, Gartemill Homeowners Association, Inc., shall be entitled to exemptions to Federal income tax under Section 501(c) of the Internal Revenue Code of 1954 as now in force or afterwards amended;

(b) the term "community and recreational purposes" shall be limited to and shall include only purposes within the meaning of the terms used in section 501(c) of the Internal Revenue Code of 1954 as now in force or afterwards amended.

TENTH:

(a) The Corporation shall distribute its income for each taxable year at such time and in such manner as not to become subject to the tax on undistributed income imposed by Section 4942 of the Internal Revenue Code of 1954, or corresponding provisions of any subsequent Federal tax laws.

(b) The Corporation shall not engage in any act of self-dealing as defined in Section 4941 of the Internal Revenue Code of 1954, or corresponding provisions of any subsequent Federal tax laws.

(c) The Corporation shall not retain any excess business holdings as defined in Section 4943 of the Internal Revenue Code of 1954, or corresponding provisions of any subsequent Federal tax laws.

(d) The Corporation shall not make any investments in such manner as to subject it to tax under Section 4944 of the Internal Revenue Code of 1954, or corresponding provisions of any subsequent Federal tax laws.

(e) The Corporation shall not make any taxable expenditures as defined in Section 4945 of the Internal Revenue Code of 1954, or corresponding provisions of any subsequent Federal tax laws.

ELEVENTH:

(a) As used in this Article ELEVENTH, any word or words that are defined in Section 2-418 of the Corporations and Associations Article of the Annotated Code of Maryland (the "Indemnification Section"), as amended from time to time, shall have the same meaning as provided in the Indemnification Section.

(b) The Corporation shall indemnify a present or former director or officer of the Corporation in connection with a proceeding to the fullest extent permitted by and in accordance with the Indemnification Section.

(c) With respect to any corporate representative other than a present or former director or officer, the Corporation may indemnify such corporate representative in connection with a proceeding to the fullest extent permitted by and in accordance with the Indemnification Section; provided, however, that to the extent a corporate representative other than a present or former director or officer successfully defends on the merits or otherwise any proceeding

referred to in subsection (b) or (c) of the Indemnification Section or any claim, issue or matter raised in such proceeding, the Corporation shall not indemnify such corporate representative other than a present or former director or officer under the Indemnification Section unless and until it shall have been determined and authorized in the specific case by (i) an affirmative vote, at a duly constituted meeting, of a majority of the Board of Directors who were not parties to the proceeding; or (ii) an affirmative vote, at a duly constituted meeting, of a majority of all the votes cast by members who were not parties to the proceeding, that indemnification of such corporate representative other than a present or former director or officer is proper in the circumstances.

IN WITNESS WHEREOF, I have signed these Articles of Incorporation this 9th day of March, 1998, and I acknowledge the same to be my act.

WITNESS:



Robert J. Fuoco

LAW OFFICE
OF
ROBERT J. FUOCO
105 MADFIELD BLVD.
BURNIE, MARYLAND 21061
(410) 766-4733