

NORTHGATE WOODS COMMUNITY ASSOCIATION

POST OFFICE BOX 1104

LAUREL, MD 20725

Official Documents Package

- 1. Articles of Incorporation**
- 2. Declaration of Covenants, Conditions, and Restrictions**
- 3. Rules and Regulations**
- 4. By-laws**
- 5. First Amendment May 16, 1991**
- 6. Second Amendment to Declarations Dec 12, 2007**
- 7. Resolution on Collections Dec 7, 2007**

NORTHGATE WOODS COMMUNITY ASSOCIATION

ARTICLES OF INCORPORATION

This Document is filed as pages

199 881 - 199 885

with the state Department Of Assessments and Taxation of Maryland

ARTICLES OF INCORPORATION

NORTHGATE WOODS COMMUNITY ASSOCIATION, Inc.

approved and received for record by the State Department of Assessments and Taxation of Maryland June 20, 1980 at 8:30 o'clock: A.M. as in conformity with law and ordered recorded.

. 5 .

Recorded in Liber 2479, folio 000327, one of the Charter Records of the State Department of Assessments and Taxation of Maryland.

Bonus taH paid \$ 20.00 Recording fee paid \$ 20.00 Special Fee Paid \$__

To the clerk: of the Circuit Court of Prince Georges County

IT IS HEREBY CERTIFIED, that the within instrument, together with all inducements thereon, has been received, approved and recorded by the State Department of Assessments and Taxation of Maryland.

AS WITNESS my hand and seal of the said Department at Baltimore.

"William J Simmons"

William J. Simmons

A 98989

ARTICLES OF INCORPORATION QE

NORTGATE WOODS COMMUNITY ASSOCIATION, INC.

In compliance with the requirements of the general laws of the State of Maryland, the undersigned, who is a resident of the State of Maryland and whose post office address is 9750 Washington Boulevard, Laurel, Maryland 20810, being at least twenty-one (21) years of age, has this day voluntarily executed and delivered these Articles for the purpose of forming a non-stock corporation not for profit and do as hereby certify:

ARTICLE I

The name of the corporation is Northgate Woods Community Association, Inc.

ARTICLE II

The principal office of the Association is located at 3450 Fort Meade Road, Suite 206, Laurel, Maryland 20810.

ARTICLE III

Kenneth H. Roberts, whose address is 3450 Fort Meade Road, Suite 206, Laurel, Maryland 20810, is hereby appointed the initial registered agent for this Association.

ARTICLE IV

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residence Lots and Common Area within that certain tract of property known as the Northgate Woods Subdivision which is further described as follows:

Beginning for the same at a point in the centerline of Whiskey Bottom Road, said point at the end of the Third or 311.60 foot line described in a Deed conveyed to William O. Skeels and Helen M. Anderson by Clara K. Kraft and William E. Kraft dated December 28, 1948 and recorded among the Land Records of Howard, County in Liber 208 at Folio 95, thence running along the centerline of Whiskey Bottom Road as now surveyed north 24° 19' 21" West 307.52 feet thence running with a curve to the left and continuing along the centerline of said road 455.25 feet, said curve having a radius of 575.00 feet subtended by a chord North 47° 00' 16" West 443.46 feet, thence continuing along the centerline of said road North 69° 41' 10;" West 183.76 feet, thence leaving the centerline of Whiskey Bottom Road and

running reversely with the Fourth or 1416.21 foot line described in a Deed conveyed to Clara Dale Didiwickk and Claudine Truman Didiwickk by Harold J. Rogers and Alfred S. Fried dated November 8, 1969 and recorded among the aforementioned Land Records in Liber 522 at Folio 297, North 62° OS' 20" East 1461.15 feet to a stone found at the beginning of said Fourth Line, thence running reversely with the Fifth or 1216.31 foot line described in a Deed from Clay J. Halverson and Eliza G. Halverson to Eva Scovitch dated June 10, 1939 and recorded among the aforementioned Land Records in Liber 163 at Folio 583,

South 01° OS' 20" West 911.75 feet to an iron pipe found, said pipe being North 01° OS' 20" East 213.00 feet from a spike in a granite stone found, thence running reversely with the Fourth or 777.00 foot line of the Deed first mentioned dated December 28, 1948, South 57° 13' 36" West 773.65 feet to the place of beginning, containing 19.470 acres of land more or less and to promote the health, safety and welfare of the residents within the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose to:

a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration", applicable to the property and recorded or to be recorded in the Office of the Clerk of the Circuit Court, Howard County, Maryland and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

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

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

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

e) dedicate, sell, or transfer all or part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective without the assent of two-thirds (2/3) of each class of members in writing.

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

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

ARTICLE V

MEMBERSHIP

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

ARTICLE VI

VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, except Declarant, of Lots upon which is constructed a single family detached home, and shall be entitled to one vote for each such Lot so owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for-such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member shall be the Declarant and shall be entitled to three (3) votes for each lot owned.

The Class B membership shall cease and be converted to Class A membership upon the happening of the following events, whichever occurs earlier:

- (a) If the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; except where the provisions of Article IX of the "Declaration of additional land to be annexed, the Class B membership shall not be terminated under this paragraph.
- (b) On June 1, 1985.

ARTICLE VII BOARD

OF DIRECTORS

The affairs of this Association shall be managed by a Board of five (5) Directors, which number may be increased or decreased pursuant to the By-Laws of the Association; but shall never be less than three (3); and the names of the

directors who shall act until the first annual meeting or until their successors are duly chosen and qualified are:

<u>Name</u>	<u>Address</u>
Kenneth H. Roberts	3450 Ft. Meade Rd. Suite 206 Laurel, MD 20810
Thomas C. Munz	3450 Ft. Meade Rd. Suite 206 Laurel, MD 20810
Lawrence C. Lauffer	9811 Mallard Drive Suite 208 Laurel, MD 20811
J. Charles Lattif	9811 Mallard Drive Suite 208 Laurel, MD 20811
Patricia Gattozzi	9811 Mallard Drive Suite 208 Laurel, MD 20811

At the first annual meeting at which five (5) directors are to be chosen, the members shall elect two (2) directors for a term of one (1) year, two (2) directors for a term of two (2) years and one (1) director for a term of three (3) years; and at each annual meeting thereafter the members shall elect the number of directors whose terms are then expiring for a term equal to the term of the directors whose terms are then expiring.

ARTICLE VIII

DISSOLUTION

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

ARTICLE

IX

DURATION

The corporation shall exist perpetually.

AMENDMENTS

Amendment of these Articles shall require the assent of seventy-five percent (75%) of the entire membership.

ARTICLE XI

This Association is not authorized to issue any capital stock and shall not be operated for profit. The Association does not anticipate distributing dividends, gains or profits to its members.

ARTICLE XII FHAIV A

APPROVAL

As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, mergers and consolidations, mortgaging of Common Area, dedication of Common Area, dissolution and amendment of these Articles.

IN WITNESS WHEREOF, for the purpose of forming this Association under the laws of the State of Maryland, the undersigned, constituting the incorporator of this Association, has executed these Articles of Incorporation this 10th day of June, 19~

"Murray Silverman"

Murray Silverman

State of Maryland
County of Prince George's

Before me, a Notary Public in and for the jurisdiction aforesaid, personally appeared this date MURRAY SILVERMAN, who being by me first duly sworn, did acknowledge that he executed the foregoing and annexed instrument as his free act and deed for the uses and purposes therein contained.

WITNESS my hand and official seal this 10 th day of June, 1980.

"Rosalie A. Brett"

Rosalie A. Brett
Notary Public

My Commission Expires: 7-1-82

DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

by

NORTHGATE WOODS GENERAL PARTNERSHIP

NORTHGATE WOODS SUBDIVISION

HOWARD COUNTY OFFICE OF LAND RECORDS

LIBER 1008 FOLIO 591

DECLARATION

OF COVENANTS, CONDITIONS AND RESTRICTION

THIS DECLARATION, made on the date hereinafter set forth by Northgate Woods General Partnership, hereinafter referred to as "Declarant."

WITNESETH:

WHEREAS, Declarant is the owner of certain property located on Whiskey Bottom Road, Howard County, Maryland, which is more particularly described in Exhibit "A", which is attached hereto and made a part hereof.

NOW, THEREFORE, Declarant hereby declares that all of the properties described in Exhibit "A" 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, administrators, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

Definitions

Section 1. "Association" shall mean and refer to Northgate Woods Community Association, Inc., a Maryland non-profit corporation, its successors and assigns.

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

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

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the members of the Association. The Common Area to be owned by the Association at the time of conveyance of the first Lot shall be bounded and described as set forth on Exhibit "B" attached hereto.

Section 5. "Lot" shall mean and refer to any plot of land shown upon recorded subdivision map of the Properties with the exception of the Common area.

Section 6. "Declarant" shall mean and refer to Northgate Woods General Partnership, 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. "Development Plan" shall mean the Preliminary Plan, Northgate Woods, prepared by Fisher, Collins and Garter, Inc., 8388 Court Ave., Ellicott City, Md. 21043 and dated 1/10/79 and amendments thereto. Said plan has been approved by the Howard County Office of Planning & Zoning and is on file with the Office of Planning and Zoning, including all amendments thereto as may be made from time to time.

ARTICLE II

Property Rights

Section 1. Owners' Easements of Enjoyment.

Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot and every member of the Association shall have a right of enjoyment in the Common Area; subject to the following provisions:

(a) The right of the Association to levy annual and special assessments and to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area.

(b) The right of the Association to suspend the voting rights and right to use the recreational facilities by a member for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations. Assessments shall continue during any suspension period.

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public authority, agency, 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 shall be effective unless an instrument agreeing to such dedication or transfer signed -by two-thirds (2/3) of each class of members has been recorded.

(d) The right of the Association, in accordance with its Articles and its By-Laws, to borrow money for the purpose of improving or increasing the Common Area and in aid thereof with the assent of two-thirds (2/3) of each class of members to mortgage said Properties. Said mortgage shall be subordinate to the members' rights as provided hereinafter. In the event of a default upon such mortgage, the Lender's rights hereunder shall be limited to a right, after taking possession of such area, to charge admission and other fees as a condition to continued enjoyment by the members and if necessary to open the enjoyment of such area to a wider public until the mortgage debt is satisfied, whereupon the possession of such area shall be returned to the Association and all rights of the members hereunder shall be fully restored; provided, that, under no circumstances shall the rights of the members of ingress and egress be affected.

(e) The right of the Association to take such steps as are reasonably necessary to protect the Common Area against an attempted foreclosure.

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

(g) The right of Declarant (and its sales agents and representatives) to the non-exclusive use of the Common Area for display and exhibit purposes, which right Declarant hereby reserves; provided, however, that such use shall not be for a period of more than five (5) years after the conveyance of the Common Area to the Association, or the sale of all the residential Lots within the Properties, whichever is the earlier; provided, further, that no such use by Declarant or its sales agents or representatives shall restrict the members in their use and enjoyment of the Common Area or facilities thereon.

Section 2. Delegation of Use. Any member may delegate his right of enjoyment to the Common Area and facilities to the members of his family, and to his guests, subject to such rules and regulations as the Board of Directors may from time to time adopt; provided, however, that there shall be no abrogation of the duty of any member to pay assessments as provided in Article IV of this Declaration.

Section 3. Title to Common Areas. Title to the Common Areas shall be conveyed to the Association free and clear of all liens and encumbrances.

ARTICLE III

Membership and Voting Rights

Section 1. Members Every Owner of a Lot, shall be a member of the Association as designated in Section 2 of this Article III. 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 membership:

Class A. Class A members shall be all Owners, except Declarant, of lots upon which is constructed a single family detached home, and shall be entitled to one vote for each such lot so owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

Class B. The Class B member shall be the Declarant and shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership upon the happening of the following events, whichever occurs earlier:

(a) If the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; except where the provisions of Article IX permit additional land to be annexed, the Class B membership shall not be terminated under this paragraph.

(b) On June 1, 1985.

ARTICLE IV

Covenant for Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; and (2) special assessments for capital improvements, such assessments to be established and collected as

hereinafter provided. If a delinquency occurs in the payment of annual and/or special assessments, said assessments(s) together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title, unless expressly assumed by them by written agreement.

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 of the Properties and for the improvement and maintenance of the Common Area, and, if and as determined by the Association.

Section 3. Maximum Annual Assessments. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be as set forth below for each class of membership so designated, except that the Class B member shall be obligated to pay twenty-five percent (25%) of the maximum annual assessment designated for Class A members. The full Class A assessment is payable upon each improved and occupied Lot.

Per Year

(i) Class A \$15.00

(ii) Class 8 \$ 3.75

(a) From and after January 1 of the year immediately following conveyance of the first Lot to an Owner, by vote of the Board of Directors, the maximum annual assessments may be increased each year above the maximum assessments for the previous year by not more than ten percent (10%) without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessments may be increased above ten percent (10%) by a vote of two-thirds (2/3) of each class of members who are voting in person or" by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessments at an amount not in excess of the maximums as herein before set forth.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any

assessment year, a special assessment applicable to anyone year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Properties, including fixtures and personal property related thereto, provided that, any such assessment shall have the assent of two-thirds (2/3) of each class of members who are voting in person or by proxy at a meeting duly called for this purpose as provided in Article IV, Section 5 herein.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called, in accordance with the By-Laws of the Association, for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the initial presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership, shall constitute a quorum. If the required quorum is not present at the commencement of the meeting, another meeting may be called subject to the same 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. The members present at a duly organized meeting can continue to do business until adjournment, notwithstanding the withdrawal of the holders of enough shares to leave less than a quorum.

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, quarterly or annual basis; provided, however, the amount of any assessment in anyone year and from year to year may vary among classes of membership.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all members on the first day of the the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each member at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth that the assessments on a specified Lot have been paid and any such properly executed certificate shall be binding upon the Association.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of six percent (6%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same; or the Association may foreclose the lien against the property. No Owner may waive or otherwise escape liability for the

assessments provided for herein by non-use of the Common Area or abandonment of his lot.

Section 9. Subordination of the Lien to Mortgage. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, 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 become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

Environmental Protection Board

No building, fence wall or other structure shall be commenced, erected or maintained upon the Properties nor shall any exterior addition to or change or alteration therein be made until the plans and specification showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an Environmental Protection Board (EPB) appointed by the Board and composed of three (3) or more representatives none of whom have to be members of the Association. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after receipt of said plans and specifications, approval will not be required and this receipt of said plans and specifications, approval will not be required and this Article will be deemed to have been fully complied with. Nothing in this Article V shall be construed to permit any review of architectural and building decisions made by the Declarant with respect to any Lot before its initial sale. In carrying out the provisions of this Article V, of Article VI, of Article VII or any other Article of this Declaration or any of the rules and regulations adopted and promulgated pursuant to the provisions hereof, the Environmental Protection Board and/or the Declarant during the period of development, or their respective agents, employees, successors and assigns, may come upon any Lot during reasonable hours for the purpose of enforcing and administering those provisions or rules and regulations; provided, however, that, except in the case of an emergency, no entry shall be made except upon fifteen (15) days written notice to the member or members affected thereby to correct the deficiency. This right to enter is enforceable through appropriate legal proceedings.

ARTICLE VI

Maintenance

Section 1. Common Areas. The Association shall be responsible for the care and maintenance of the Common Areas including both interiors and exteriors of the structures erected thereon; and shall also be responsible for the care and maintenance of property, including rights-of-way, dedicated to an appropriate governmental or quasi-governmental group or utility company where such group or company has not agreed to care for and maintain said property.

Section 2. Individual Lots. Except as otherwise provided herein, the Owner of each Lot shall be responsible for the care, maintenance and repair of his Lot, the premises and all improvements situate thereon.

In the event that any owner shall fail to maintain any Lot or the premises and the improvements situate thereon in a manner satisfactory to the Board, the Association, after approval by two-thirds (2/3) vote of the Board of Directors shall have the right, through its agents and employees to enter upon said Lot and to repair, maintain and/or restore the Lot, the premises and any improvements erected thereon. Such right of entry and repair shall be exercisable only upon fifteen (15) days written notice given to the owner thereof, unless, in the discretion of the Board, a genuine emergency necessitates a shorter period of time. The costs of any such repairs, maintenance and/or restoration shall be added to and become part of the assessment to which such Lot and Lot Owner is subject. Enforcement of the right to recover these assessments may be had pursuant to Article IV, Section 8 herein.

ARTICLE VII

Use Restrictions

The following shall be restrictions on the use of the Properties which shall run with and bind the land.

(a) None of the Lots shall be used for any purpose other than for residential use. No profession or home industry shall be conducted in or on any part of a Lot or in any improvement thereon on the property without the specific written approval of the Environmental Protection Board; provided, however, that this use restriction does not apply to the Declarant to the extent mentioned in Article III (g).

(b) No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereupon which may become a nuisance to the neighbors.

(c) Roof top television antennae shall be strongly discouraged. Only one antenna for each house will be permitted. Roof top antenna for each house shall be restricted to one Zone IV antenna (23 or fewer elements mounted on a single mast which does not exceed 15' in length). An antenna system in excess of these requirements may be installed, but will require the specific written approval of the Declarant.

No amateur radio transmission antenna shall be constructed until plans for the same have been submitted to and approved by the Environmental Protection Board. The plan shall show location, height and configuration of the equipment and, if approved, shall be constructed in such a manner as not to present any electrical hazard to any person around, near or upon said antenna. The applicant shall also present affidavits from all property owners within 1,000 feet of his dwelling stating that they have no objection to such installation. This provision does not obligate the Environmental Protection Board to approve any amateur radio transmission antennae.

(d) No boats on cradles, trailers or unlicensed vehicles may be parked in streets, driveways or front yards for more than twenty-four hours.

(e) No trucks of a capacity of one ton or over shall be regularly parked in residential areas.

(f) No fences, sheds, decks, and/or additions to the houses in the subdivision may be erected unless they are in accordance with the policy set forth by the Environmental Protection Board. Any deviations from the said policy must be submitted in writing to the Board and written approval must be obtained prior to installation.

(g) No temporary building, trailer, garage or building in the course of construction shall be used, temporarily or permanently, as a residence on any Lot.

(h) No sign of any kind other than those of the Declarant, builder or their designated agent, shall be displayed to the public view on any Lot except that one sign of not more than four (4) square feet advertising the Lot for sale or rent will be permitted.

(i) No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed

for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

U) No trees having a trunk diameter of two inches or more (measured from a point two feet above ground level) except during initial construction shall be removed from any Lot without the express written authorization of the Environmental Protection Board or unless properly authorized by an appropriate governmental authority. The Environmental Protection Board, in its discretion, may adopt and promulgate rules and regulations regarding the preservation of trees and other natural resources and wild life upon the Properties. If it shall deem it appropriate, the Environmental Protection Board may mark certain trees, regardless of size, as not removable without written authorization.

(k) No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except that an ordinary number of dogs, cats, or other household pets may be kept provided they are kept in accordance with the duly adopted Rules and Regulations of the Association; and provided further, they are not kept, bred, or maintained for any commercial purpose.

(l) No lumber, materials, bulk materials, refuse or trash shall be kept, stored, or allowed to accumulate on any Lot except building materials during the course of construction, maintenance, or repair by the Declarant or its agents or assigns of any approved structure. Lot owners may store materials for construction, repair or maintenance, provided such storage is approved by the Environmental Protection Board. Trash, garbage or other waste shall not be kept except in sanitary containers and such shall not be visible from the streets. All containers or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. If a central trash collection area is designed by the Association, then these areas will be under the control of the Association and all members will abide by the current regulations regarding the use of these trash enclosures.

(m) No water pipe, gas pipe, sewer pipe or drainage pipe shall be installed or maintained on any Lot above the surface of the ground. Easements have been reserved for sewers, drainage and utility installations and maintenance for such purposes and uses are shown on the Development Plan and/or any subdivision plat for the Properties. Within these easements no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements init shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible. The Declarant, its agents, successors and assigns, shall have the right to enter upon all parts of the easement area of each Lot for

any of the purposes for which said easements and rights-of-way are reserved. The Declarant shall also have the right at the time of, or after, grading any street, or any part thereof, to enter upon any abutting Lot and grade the portion of such Lot adjacent to such street, but there shall be no obligation on the Declarant to do such grading, unless otherwise properly required to do so by an appropriate governmental authority.

The Declarant shall further have the right to establish and five (5) foot drainage easement between any two adjacent lots if it is deemed necessary in the sole discretion of the Declarant.

(n) All Common Areas shall be limited in use to and for, and only for, parks and recreational purposes, and such other purposes authorized by the Association or its Board of Directors, subject to the provisions of the Declaration.

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

(i) Whenever water, sanitary sewer, electricity, gas, cable television or telephone connections, lines, cables or any portion thereof, are or have been installed within the Properties, the Owner of any Lot, or the Association shall have the right, and are hereby granted an easement to the extent necessary therefor, to enter upon or have a utility company enter upon any portion of the Properties in which said installations lie, to repair, replace and generally maintain said installations.

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

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

(p) Easements over the Properties for the installation and maintenance of electric, telephone, cable television, water, gas, drainage, and sanitary sewer lines and facilities and the like are hereby reserved by Declarant, together with the right to grant and transfer the same during such time that Declarant is the Owner of the property. Declarant also reserves the right to enter into the Common Area for the purpose of completing the improvements thereon, and on the Lots, and

for the further purpose of carrying out any obligations which it may have, or assume, with respect to the curing of any defects in workmanship or materials in the Properties or the improvements thereon.

(q) No clothing or any other household fabric shall be hung in the open on any Lot unless the same are hung from a device which is removed from view when not actually in use.

(r) The Board of Directors and the Environmental Protection Board shall have the right to enter upon any Lot and trim or prune, at the expense of the Owner, any hedge or other planting which in the opinion of the Board or of the Environmental Protection Board, by reason of its location upon the Lot or the height to which it is permitted to grow, is unreasonably detrimental to the adjoining property or obscures the view of street traffic or is unattractive in appearance; provided, however, that the Owner shall be given fifteen (15) days prior written notice to correct the problem. The Association may bring an action at law against the Owner personally obligated to pay same; or the Association may foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

(s) Nothing contained in this Article VII shall be construed to limit in any way the rights and powers of the Board of Directors and the Environmental Protection Board to approve or disapprove of the erection of buildings, fences, walls, or other structures or of changes or alterations to the Properties as more fully provided in Article V hereof.

ARTICLE VIII

Staged Developments

Additional land within the areas shown on the Development Plan may be annexed by the Declarant, its successors and assigns, without the consent of members within five (5) years of the date of this instrument, provided that the Federal Housing Administration and/or the Veterans Administration determine the annexation is in accord with the Development Plan as previously approved by them. No lot will be sold to any individual homeowner in any section that has not been annexed, Said Development Plan shall not bind Declarant, its successors and assigns, to make the proposed additions or to adhere to the Development Plan in any subsequent development of the land shown thereon. The additions authorized hereunder shall be made by filing of record a Supplemental Declaration of Covenants, Conditions and Restrictions with respect to the additional property which shall extend the scheme of the Covenants, Conditions and Restrictions of this Declaration to such Property. Upon the filing of any Supplementary Declaration and the recordation of a plan of such addition, Owners of Lots situated on the annexed properties shall be

immediately entitled to the number of votes as determined for members within the initial Properties subject to this Declaration.

ARTICLE IX

General Provisions

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

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

Section 4. Annexation. Additional property and Common Area other than that referred to in Article VIII may be annexed to the Properties by vote of two-thirds (2/3) of each class of members.

Section 5. FHAIV A Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional Covenants, Conditions and Restrictions.

Section 6. Conflicts. In the case of any conflicts between this Declaration and the By-Laws of the Association, the Declaration shall control.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto caused the execution of these presents this 26th day of June, 1980.

Section 7. Waiver. The Environmental Protection Board (EPB) shall have authority by unanimous vote to override any and all restrictions in the NWCA documents regarding construction and landscaping to allow creative, tasteful improvements which are reflective of the character of the community. Amendment #I, Approved May 16, 1991.

DESCRIPTION**OF A 19.470 ACRE PARCEL OF LAND****PREPARED FOR****NORTHGATE WOODS GENERAL PARTNERSHIP**

BEGINNING for the same at a point in the centerline of Whiskey Bottom Road, said point being at the end of the Third or 311.60 foot line described in a Deed conveyed to William O. Skeels and Helen M. Anderson by Clara K. Kraft and William E. Draft dated December 28, 1948 and recorded among the Land Records of Howard County in Liber 208 at Folio 95, thence running along the centerline of Whiskey Bottom Road as now surveyed North 24° 19' 21" West 307.52 feet thence running with a curve to the left and continuing along the centerline of said road 455.25 feet, said curve having a radius of 575.00 feet subtended by a chord North 47° 00' 16" West 443.46 feet, thence continuing along the centerline of said road North 69° 41' 10" West 183.76 feet, thence leaving the centerline of Whiskey Bottom Road and running reversely with the Fourth or 1416.21 foot line described in a Deed conveyed to Clara Dale Didiwickk and Claudine Truman Didiwickk by Harold J. Rogers and Alfred S. Fried dated November 8, 1969 and recorded among the aforementioned Land Records in Liber 522 at Folio 297, North 62° 05' 20" East 1461.15 feet to a stone found at the beginning of said Fourth Line, thence running reversely with the Fifth or 1216.31 foot line described in a Deed from Clay J. Halverson and Eliza G. Halverson to Eva Scovitch dated June 10, 1939 and recorded among the aforementioned Land Records in Liber 163 at Folio 583, South 01 ° 05' 20" West 911.75 feet to an iron pipe found, said pipe being North 0105' 20" East 213.00 feet from a spike in a granite stone found, thence running reversely with the Fourth or 777.00 foot line of the Deed first mentioned dated December 28, 1948, South 57° 13' 36" West 773.65 feet to the place of beginning, containing 19.470 acres of land more or less.

Land Development Association, Inc.

3450 Ft. Meade Road

Suite 206

Laurel, MD 20810

NORTHGATE WOODS COMMUNITY ASSOCIATION

RULES AND REGULATIONS

FEBRUARY 1990

RULES AND REGULATIONS OF
NORTHGATE WOODS COMMUNITY ASSOCIATION, INC.

1. The Environmental Protection Board of Lot Owners of Northgate Woods Community Association, Inc. (hereinafter referred to as the "EPB") has adopted the following Rules and Regulations (hereinafter referred to as the "REGULATIONS"). These Regulations may be amended from time to time by resolution of the Board of Directors.

2. Wherever in these Regulations there is reference to "Lot Owner", such term shall be intended to apply to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is part of the Properties, to his tenants in residence, and to any guests, invitees or licensees of such Lot Owner or tenant of such Lot Owner. Wherever in these Regulations reference is made to the Environmental Protection Board, such reference shall include the EPB and the management agent where such authority is delegated by the EPB to such management agent.

3. The -Lot Owners shall comply with all the rules and regulations hereinafter set forth governing the lots, common areas, grounds, and any other appurtenances and any alterations or changes in the rules and regulations which the EPB in its discretion hereafter may adopt for the said subdivision. The Lot Owners agree that all Lot Owners, their-families, tenants, guests, invitees and licensees will at all times observe all such rules and regulations.

4. All assessments are due and payable on the first of July of each year. Payment shall-be -mailed to:

Northgate Woods Community Association
P.O. Box 1104
Laurel, MD 20725

The amount due on 1 July 1989 is \$35.00. Expenses incurred in the collection of delinquent dues will be billed to the Lot Owner in addition to any penalties authorized by the Declaration of Covenants.

5. All garbage and trash must be placed in sanitary bags or containers for collection by Howard County on Tuesday and Friday mornings. All Lot Owners must abide by the rules and regulations established by Howard County for trash collection. A copy of said rules and regulations is attached hereto. Regulations pertaining to the storage of trash containers is contained in paragraph (1) of Article VII on page 9 of the Declaration of Covenants. Trash may be visible from the streets only on the night before the normal pickup days and all containers must be removed by the afternoon of the pickup days.

6. No noxious or offensive activity shall be carried on any Lot or the Common Areas, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Lot Owners. No Lot Owner shall do or permit anything which will interfere with the rights, comforts or convenience of other Lot Owners.

7. All Lots shall be used for private residential purposes exclusively.

8. No clothing or any other household fabric shall be hung in the open on any Lot unless the same are hung from a device which is removed from view when not actually in use.

9. No -signs, notices or advertisements shall be inscribed, displayed -or exposed in any way on or at windows or in other portions of the Lots without the prior approval in writing of the EPB. However, one sign of not more than four (4) square feet advertising the Lot for sale or rent will e permitted without the prior approval of the EPB.

10. Solicitors are not permitted in the subdivision. Signs have been posted at both entrances to the subdivision. Therefore, if you are being bothered by a solicitor, you may call the Howard County Police to assist you, if necessary.

11. No boats on cradles or trailers may be parked in the streets, driveways or front yards for more than 24 hours. No unlicensed vehicles may be parked in the streets, driveways or front, side or back yards for more than 24 hours. In addition, no trucks of a capacity of one ton or over shall be regularly parked in residential areas.

12. A Lot Owner shall not use, or 'permit to be used, his lot for any unlawful purpose, or do or permit any unlawful act in or upon said lot.

13. No awnings or other projections, except such as are installed by the developer, shall be attached to the outside or other parts of any of the houses.

Roof top television antennae shall be strongly discouraged. Only one antenna for each house will be permitted. Roof top antenna for each house shall be restricted to one Zone IV antenna (23 or fewer elements mounted on a single mast which does not exceed 15' in length). An antenna system in excess of these requirements must be approved in writing by the EPB.

14. Lot Owners shall not permit any act or thing deemed hazardous on account of fire or that will increase the rate of insurance on said premises. Lot Owners shall not keep any excessive amounts of gasoline or other highly inflammable materials in said premises or storage areas.

15. Any damage to the common areas or recreational facilities caused by a Lot Owner, his children, guests, tenants or pets shall be repaired at the expense of the Lot Owner.

16. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except that an ordinary number of dogs, cats, or other household pets may be kept provided they are kept in accordance with all Howard County pet regulations.

Dogs and cats must be curbed outside the perimeter of the subdivision or within their owners' rear yards, not on the Common Areas. If a pet should soil another area, its owner must immediately clean that area.

17. No changes to the exterior of any house may be made without the prior written approval of the EPB, except that storm doors may be installed under the following guidelines: Storm doors must match the color of the trim of the door provided by Ryan Homes, Inc. and may be constructed of aluminum or wood. Any requests for deviations from these conditions must be submitted in writing to the EPB for approval.

18. No fencing shall be erected forward of the rear foundation wall of the house except as authorized in writing by the EPB. Side fencing for corner lots' only shall not be forward of the front building line of the nearest adjacent home on the street parallel with the proposed fence line. Fencing shall be of split rail, alternating vertical batten, rustic wood picket, or stockade design, with maximum height of 72 inches from grade to top of the upper rail, color to be . ' natural or redwood stain. In no case, however, shall temporary stockade or snow fences, collapsible or folding-type fences or chain link fences be .permitted on any lot. The exception to these fences regulations shall be fences required around private rear yard swimming pools that shall conform to all requirements of local ordinances. Chain link dog pens or runs will only be allowed if the yard. is enclosed with a restrictive vision fence.

19. Storage sheds must conform to the following specifications: Roofing and siding materials and colors must match that of the existing house.

20. All decks which have not been purchased as an option from Ryan Homes must be approved by the EPB. A sketch plan showing the dimensions of the proposed deck and the type of materials to be used must be forwarded to the EPB for approval prior to the commencement of construction.

21. All requests for approval by the EPB should be submitted in writing to any member of the Board of Directors. Blank forms for this purpose are available upon request.

22. These rules and regulations may be added to or amended at any time by the Board of Directors. Any consent or approval given under these rules of conduct by the Board of Directors may be revoked at any time.

23 SUSPENSION OF RIGHTS FOR THE USE OF COMMON AREAS OR RECREATIONAL FACILITIES. In addition to all other rights which it has for nonpayment of assessments, the Board of Directors of the Association shall have the right to suspend the use by a Lot Owner, his family, guests or tenants of any of the Common Areas or recreational facilities for failure to make payment of any assessments or fees due as provided for in the By-Laws of the Association.

24. In the event of conflict or omission, the Declaration of Covenants for the subdivision dated June 26, 1980, will prevail.

BY-LAWS

OF

NORTHGATE WOODS COMMUNITY ASSOCIATION, INC.

ARTICLE I	1
Name and Location	1
ARTICLE II	1
Definitions	1
ARTICLE III	2
Meeting of Members	2
ARTICLE IV	3
Board of Directors: Selection: Term of Office	3
ARTICLE V	4
Nomination and Election of Directors	4
ARTICLE VI	4
Meetings of Directors	4
ARTICLE VII	5
Powers and Duties of the Board of Directors	5
ARTICLE VIII	6
Officers and Their -Duties	6
President	7
Vice- President	7
Secretary	7
Treasurer	7
ARTICLE IX	8
Comomittees	8
ARTICLE X	8
Books and Records	8
ARTICLE XI	8

Assessments	8
ARTICLE XII	9
Corporate Seal	9
ARTICLE XIII	9
Amendments	9
ARTICLE XIV	9
Miscellaneous	9

BY-LAWS

OF

NORTHGATE WOODS COMMUNITY ASSOCIATION, INC.

ARTICLE I

Name and Location

The name of the corporation is Northgate Woods Community Association, Inc., hereinafter referred to as the "Association." The principal office of the corporation is located at 3450 Fort Meade Road, Suite 206, Laurel, Maryland 20810, both meetings of members and directors may be held at such places within the State of Maryland as may be designated by the Board of Directors.

ARTICLE II

Definitions

Section 1. "Association" shall mean and refer to Northgate Woods Community Association, Inc., its successors or assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association, in accordance with the provisions of said Declaration.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 5 "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part

of the Properties, including contract Sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Declarant" shall mean and refer to Northgate Woods General Partnership, 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. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Land Records of Howard County, Maryland.

Section 8. "Member" shall mean and refer to those persons entitled to membership in the Association as provided in the Declaration.

Section 9. "Recorded" shall mean duly recorded in the Records of Howard County, Maryland, unless otherwise clearly indicated.

ARTICLE III

Meeting of Members

Section 1. Annual Meetings. The first annual meeting of members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 8:00 o'clock P.M. If the day for the annual meeting of the members is a legal holiday or Sunday, the meeting will be held at the same hour on the first day following which is not a legal holiday or Sunday.

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

Section 3. Notice of Meetings. Except as may be otherwise provided in the Articles of Incorporation or the Declaration, written notice of each meeting of the members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing or delivering a copy of such notice to each member entitled to vote thereat at least fifteen (15) days in advance of such meeting, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and in the case of a special meeting, the purpose of the meeting.

Section 4. Voting. Except as may be otherwise provided in the Articles of Incorporation or the Declaration or these By-Laws, all motions, resolutions, etc.,

of the Association shall be passed by a majority of the votes cast in person or by proxy, without regard to classes of membership.

Section 5. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast one-tenth (1/10) of all votes, by class, shall constitute a quorum for any action except as may be otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented. The members at a duly organized meeting can continue to do business until adjournment, notwithstanding the withdrawal of the holders of enough shares to leave less than a quorum.

Section 6. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon the conveyance by the member of his Lot.

ARTICLE IV

Board of Directors: Selection: Term of Office

Section 1. Number. The affairs of this Association shall be managed by a Board of five (5) Directors, which number may be increased or decreased pursuant to the By-Laws of the Association, but shall never be less than three (3).

Section 2. Term of Office. At the first annual meeting at which five (5) Directors are to be chosen, the members shall elect two (2) Directors for a term of one (1) year, tow (2) Directors for a term of two (2) years and one (1) Director for a term of three (3) years; and at each annual meeting thereafter the members shall elect the number of Directors whose terms are then expiring for a term equal to the term of the Directors whose terms are then expiring for a term equal to the term of the Directors whose terms are then expiring.

Section 3 Removal. Any Director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a Director; or the vacancy of an office of a member of the Board his successor shall be selected by the remaining"" members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may "be reimbursed for his actual expenses incurred in the performance of his duties."

Section 5. Action Taken Without Notice. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE V

Nomination and Election of Directors

Section 1. Nomination. Nomination for election to the board shall be made by a nominating committee. Nominations may also be made from the floor of the annual meeting. The nominating committee shall consist of a Chairman, who shall be a member of the board of directors, and two or more members of the association or board of directors. The nominating committee shall be appointed by the board of directors prior to each annual meeting of the members to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The nominating committee shall make any such nominations for election to the board of directors as it shall in its discretion determine but not less than the number of vacancies that are to be filled. Such nominations shall be made in a manner consistent with sections 1 and 2 of Article IV hereof. Such nominations may be made from among members or non-members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

Meetings of Directors

Section 1. Regular Meetings. Regular meeting of the Board of Directors shall be held as necessary upon notice from the Chairman, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two

Directors, after not less than three (3) days notice to each Director.

Section 3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII

Powers and Duties of the Board of Directors

Section 1. Powers. The Board of Directors shall have power to:

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

(b) suspend the voting rights and the right to use of the recreational facilities of a member for any period during which any assessment against his Lot remains unpaid. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations; assessments shall continue during suspension;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

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

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

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

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

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

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

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

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

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

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

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and

(g) cause the Common Area to be maintained.

ARTICLE VIII

Officers and Their Duties

Section 1. Enumeration of Officers. The officers of this Association shall be a President and Vice President, who shall at all times be members of the Board of Directors, a Secretary., and a Treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2; Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers- as the affairs of the Association may require, each of whom shall hold

office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by a majority of all the members of the Board, with or without a meeting. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

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

Vice-President

(b) The Vice-President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

(c) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the

Treasurer

(d) The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as

directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association and shall obtain the co-signature of the President on all promissory notes and on all checks; keep proper books of account; cause an annual audit, review or compilation of the Association books to be made by an outside public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE IX

Committees

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

.ARTICLE .X

Books and Records

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI

Assessments

As more fully provided in the Declaration, each Owner is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of six percent (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, and interest, costs, and reasonable attorney's fees of any such action shall be

added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non use of the Common Area or abandonment of his Lot.

ARTICLE XII

Corporate Seal

The Association shall have a seal in circular form within its circumference the words: Northgate Woods Community Association, Inc.

ARTICLE XIII

Amendments

Section 1. Vote. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy, except that the Federal Housing Administration and Veterans Administration shall have the right to veto amendments while there is a Class B membership if FHA or VA has insured or guaranteed financing in connection with the sale of houses on the Lots.

Section 2. Conflict with Declaration. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XIV

Miscellaneous

The fiscal year of the Association shall begin on the first day of July and end on the 30th day of June of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the Directors of the Northgate Woods Community Association, Inc. have hereunto set our hands this 23rd day of June, 1980.

Lawrence C. Lauffer

Kenneth H. Roberts

Eric Johnson Thomas Munz Patricia A. Gattozzi

Certified by: Helen M. Consalvo, NWCA Secretary

First Amendment May 16, 1991

NOTICE OF CHANGE NORTHGATE WOODS COMMUNITY ASSOCIATION Declaration of Covenants, Conditions, and Restrictions

This is to certify that The Northgate Woods Community Association approved the following amendment to the Declaration of Covenants, Conditions and Restrictions by 2/3 majority vote on May 16, 1991 in general assembly. This amendment shall become a permanent part of said declaration effective immediately.

Add to Article IX, General Provisions

Section 7. Waiver. The Environmental Protection Board (EPB) shall have authority by unanimous vote to override any and all restrictions in the NWCA documents regarding construction and landscaping to allow creative, tasteful improvements which are reflective of the character of the community.

Please keep this sheet with your NWCA Official Documents Package.

11287 FOLIO 396

HOME OWNERS ASSOCIATION
27 HOA

This amendment was originally submitted for recording and the requisite \$40.00 fee was paid on January 14, 2008. However it was erroneously filed in the Home Owners Association docket. It is now being recorded among the Land Records as was the original intended place of recording.

NORTHGATE WOODS COMMUNITY ASSOCIATION, INC.

047

SECOND AMENDMENT TO DECLARATION

THIS SECOND AMENDMENT TO DECLARATION ("Amendment") is made this 12 day of Dec., 2007, by the Northgate Woods Community Association, Inc. (the "Association").

WITNESSETH:

WHEREAS, the Association is a duly created homeowners association by virtue of the recordation of its Declaration on or about July 23, 1980, among the Land Records of Howard County, Maryland in Liber 1008, Folio 591 et seq. (the "Declaration"); and

WHEREAS, the Declaration was amended by virtue of the recordation of an Amendment to Declaration among the Land Records of Howard County in Liber 1098, Folio 651; and

WHEREAS, the Board of Directors has determined that it is necessary to amend the current Declaration in order to improve the provisions regarding the non-payment of assessments including interest and late fees, and to establish a comprehensive procedure for dispute resolution and enhance the enforcement procedures; and

WHEREAS, pursuant to Article IX, Section 3 of the Declaration, the Declaration may be amended, at a duly constituted regular or special meeting of the Members, by a vote of a majority of the lot Owners; and

WHEREAS, Article III, Section 3 of the By-Laws provide that notice of any regular or special meeting shall be given to each Owner at least fifteen (15) days in advance of the meeting upon which an amendment will be voted upon; and

WHEREAS, written notice of this Amendment to the Declaration was sent to each Owner in accordance with the By-Laws; and

WHEREAS, Members representing a majority of the Owners at a duly constituted meeting have approved this Amendment.

NOW THEREFORE, the Association hereby amends the Declaration of Northgate Woods Community Association, Inc. as follows:

1. By deleting Article II, Section 1 (f) in its entirety and substituting the following:

(f) The right of the Association, by and through its Board of Directors, to adopt and publish Rules and Regulations governing the use of the Common Areas and the Lots and the personal conduct of the Members and their family members and guests thereon, and to establish reasonable penalties for the infraction of said Rules and Regulations and the By-Laws and this Declaration, including the imposition of monetary fines which shall become a continuing lien upon the Lot and shall be collectible in the same manner as an assessment.

2. By deleting Article IV, Section 3 in its entirety and substituting the following:

Section 3. Maximum Annual Assessment. The maximum annual assessment shall be \$100.00, effective upon the commencement of the first fiscal year following the adoption of this Amendment. This Amendment shall not alter or affect the date of commencement of the Association's fiscal year, as it may otherwise be established.

(a) The Board of Directors may fix the maximum annual assessment for each fiscal year at an amount not greater than one hundred fifteen percent (115%) of the maximum annual assessment for the previous fiscal year, and such increase shall be effective without a vote of the membership.

(b) The maximum annual assessment may not be fixed at an amount greater than one hundred fifteen percent (115%) of the maximum annual assessment from the prior fiscal year, unless such increase is approved by a majority of the membership, voting in person or by proxy, at a meeting duly called for that purpose.

3. By deleting Article IV, Section 8 in its entirety and substituting the following:

Section 8 **Effect of Nonpayment of Assessments: Remedies of the Association.**

Section 8.1 Late Fees and Interest. Any assessment levied pursuant to this Declaration, or any installment thereof, which is not paid within fifteen (15) days after it is due shall bear interest, from the due date until paid, at the rate of eighteen percent (18%) per annum, (or such greater amount provided for by the Maryland Homeowners Association Act ("Act")). Any delinquency which has continued for at least fifteen (15) days shall also be charged a late fee of fifteen dollars (\$15.00) or one tenth (1/10) of the total amount of any delinquent assessment or installment, whichever is greater (or such greater amounts as may be provided for by the Act). A late fee shall only be imposed once for the same delinquent payment.

Section 8.2. Acceleration of Installments. Upon default in the payment of one or more assessment installments, the entire balance of the annual assessment may be accelerated and declared due and payable in full by the service of notice to such effect upon the defaulting Owner by the Board or the Managing Agent in accordance with Maryland law.

Section 8.3. Legal Fees and Costs of Collection. The Association shall be entitled to recover from a defaulting Owner all attorney's fees actually incurred and all costs of collection actually incurred by the Association to collect assessments, or any installment thereof, which are more than fifteen (15) days delinquent.

Section 8.4. Creation of a Lien and Foreclosure. Any assessment levied pursuant to Maryland law, the By-Laws or this Declaration, or any installment thereof, which is not paid on the due date shall be delinquent. All assessments together with management charges, costs, interest, late fees, and all attorney's fees actually incurred shall be a continuing lien upon the Lot against which each such assessment is made. A lien may be imposed on any Lot in accordance with the requirements of the Maryland Contract Lien Act. The Board, on behalf of the Association, may foreclose on the lien in the same manner and subject to the same requirements now or hereafter provided in the State of Maryland for the foreclosure of mortgages or deeds of trust containing a power of sale or a consent to a decree. Suit for any deficiency following the foreclosure may be maintained in the same proceeding. In the event that a proceeding is brought by the Board on behalf of the Association to foreclose on a lien, the Owner of such Lot may be required, upon resolution of the Board, to pay a reasonable rental for the Lot.

Section 8.5. Lawsuit. Any assessment or any installment thereof levied pursuant to Maryland law, the By-Laws or this Declaration, which is not paid on the date when due shall be delinquent. All such assessments together with management charges, costs, interest, late fees, and all attorney's fees actually incurred shall be the personal obligation of the Owner. The Board, on behalf of the Association, may bring an action at law against a Owner legally obligated to pay the assessments in order to obtain a money judgment against the Owner for the amount of the unpaid assessments (including fines), as well as the attendant management charges, late fees, interest, legal fees and costs of collection.

Section 8.6. Lawsuit and Lien are Not Mutually Exclusive Remedies. Upon the placement of a lien on a Lot, the lien shall bind the Lot described in the Statement of Lien. The personal obligation of the Owner to pay the assessment, however, remains the Owner's obligation and a lawsuit to recover a money judgment for non-payment of any assessments levied pursuant to Maryland law, the By-Laws or this Declaration, or any installment thereof, may be maintained without foreclosing on the lien or waiving the lien established to secure payment of the assessments. Likewise, a lien may be established and enforced under the Maryland Contract Lien Act without the Association waiving the right to maintain a lawsuit to recover a money judgment. In the event that a money judgment is obtained for less than the amount claimed in liens filed against a Lot pursuant to the Maryland Contract Lien Act and this Declaration, including all attorney's fees and costs referenced by said liens, the Association is hereby specifically authorized to maintain said liens until all amounts owed are paid in full.

4. By deleting Article IX, Section 1 in its entirety and substituting the following:

Section 1. Enforcement.

Section 1.1 Dispute Resolution Procedure. The Board or its designated committee shall not impose a fine, suspend voting rights (unless the suspension is related to the Members's failure to provide a current address or unless a statement of lien has been filed against the Lot and the lien has not been satisfied), or infringe upon any other rights of a Member or other occupant for violation of the Declaration, the By-Laws, or Rules and Regulations unless and until the following provisions are followed:

(a) Demand. Written demand to cease and desist from an alleged violation shall be served upon the alleged violator specifying: (1) the alleged violation; (2) the action required to abate the violation; and (3) a time period, not less than ten (10) days, during which the violation may be abated without further sanction if the violation is a continuing one, or a statement that any further violation of the same rule may result in the imposition of sanction after notice and hearing if the violation is not a continuing one.

(b) Notice. Within twelve (12) months of such demand, if the violation continues past the period allowed in the demand for abatement without penalty, or if the same rule is subsequently violated, the Board shall serve the alleged violator with written notice of a hearing to be held by the Board. The notice shall contain: (1) the nature of the alleged violation; (2) the time and place of the hearing, which time shall be not less than ten (10) days from the giving of the notice; (3) an invitation to attend the hearing and produce any statement, evidence, and witnesses on his or her behalf; and (4) the proposed sanction to be imposed.

(c) Hearing. At the hearing, the alleged violator has the right to present evidence and present and cross-examine witnesses. The hearing shall be held in executive session and shall afford the alleged violator a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of notice and the invitation to be heard shall be placed in the minutes of the hearing. This proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the person who delivered such notice. The notice requirements shall be deemed satisfied if the alleged violator appears at the hearing. The minutes of the hearing shall contain a written statement of the results of the hearing and the sanction, if any, imposed. A decision pursuant to these procedures shall be appealable to the Courts of Maryland.

(d) Owner's Failure to Comply. If any Owner fails to comply with the Maryland Homeowners Association Act, these By-Laws, or the Declaration or a decision rendered pursuant to this Section, the Owner may be sued for damages caused by the failure or for injunctive relief, or both, by the Association or by any other Owner. The prevailing party in any such proceeding is entitled to an award for legal fees and costs as determined by the court.

(c) Effect of Failure to Enforce Provision. The failure of the Association to enforce a provision of the Maryland Homeowners Association Act, these By-Laws, the Declaration, or the Rules and Regulations on any occasion is not a waiver of the right to enforce any provision on any other occasion.

Section 1.2 Sanctions. If, after notice and hearing as stated herein, the Board or its designated committee shall determine that there has been a violation of the Declaration, these By-Laws, or the Rules and Regulations, it shall have the power to impose sanctions against the Member, including reasonable monetary fines as shall be determined by the Board or its designated committee. In the event the fines are not paid, such fines will be considered a lien against the Lot belonging to such Member, and shall be collectible in like manner as the lien against such Lot for annual and special assessments provided for in the Declaration and these By-Laws. The Association shall be entitled to an award of all costs and all attorney's fees actually incurred to collect any amount due hereunder.

Section 1.3. Legal Proceedings. Failure to comply with the terms of the By-Laws, this Declaration, and the Rules and Regulations shall be grounds for relief, including without limitation an action to recover sums for money damages, injunctive relief, foreclosure of the lien for non-payment of assessments and any other relief afforded by a Court of competent jurisdiction, all of which relief may be sought by the Board of Directors. There shall be and there is hereby created and declared to be a conclusive presumption that any violation or breach or attempted breach of any covenant or restriction or provision of the By-Laws, this Declaration, or the Rules and Regulations cannot be adequately remedied by action at law or exclusively by recovery of damages.

Section 1.4. Costs and Attorney's Fees. In any proceeding arising out of an alleged default by a Lot Owner, the prevailing party shall be entitled to recover the costs of such proceeding and all attorney's fees actually incurred.

Home Dep't 1105
27 HOA

**RESOLUTION OF THE BOARD OF DIRECTORS OF
NORTHGATE WOODS COMMUNITY ASSOCIATION, INC.**

(Procedures Relative to Assessments, Collection of Routine
and Special Assessments as well as Delinquent Payments)

WHEREAS, Article IV, Section 1 of the Declaration creates an assessment obligation for the owners of Lots in Northgate Woods Community Association, Inc. (hereinafter the "Association"), which is a continuing lien on the Lot and a personal obligation of the owner; and,

WHEREAS, Article IV, Sections 1 and 8 of the Declaration grants the Board of Directors the authority to enforce payment of assessments by means of, inter alia, foreclosing the lien against any Lot for which assessments are not paid, charging interest at a rate of six (6%) per annum or the legal rate of interest, whichever is lesser, and bringing an action at law against the owner personally obligated to pay the same, whereby the owner would be responsible for all attorney's fees and costs associated with such action; and,

WHEREAS, Article IV, Section 8 of the Declaration provides that upon default in the payment of any one or more monthly installments, the Board of Directors may accelerate the entire unpaid balance; and,

WHEREAS, there is a need to establish orderly procedures for the billing and collection of said assessments; and,

WHEREAS, the Board of Directors desires to establish these procedures in conformity with the Declaration, the Bylaws, the Maryland Homeowners Association Act, the Maryland Contract Lien Act, and as otherwise provided by law.

NOW, THEREFORE, BE IT RESOLVED THAT the Board of Directors, on behalf of Northgate Woods Community Association, Inc. duly adopts the following assessment and collection procedures:

1. ASSESSMENTS: Each owner's annual assessment is due on the first day of January, unless otherwise permitted by the Board of Directors.

Notices, documents and all correspondence relating to assessments shall be mailed to the address which appears on the books of the Association. It is each owner's responsibility to inform the Association's managing agent, in writing, of any address change.

2. INTEREST: A delinquent account which is not paid within ten days after the installment due date shall bear interest on the unpaid balance from the due date, until paid, at the rate of six percent (6%) per annum. In addition, a \$25.00 returned check charge and any related bank charges will be assessed against the account of the Lot owner responsible for payment if the payment is returned.

3. LATE NOTICES: If full payment of an assessment is not received by the Association's managing agent within thirty (30) days after the due date, the managing agent will send a delinquency notice to the owner by first class mail requesting immediate payment, and advising the owner that interest has begun to accrue on the unpaid balance at the rate not to exceed the rate of six percent (6%) per annum. The late notice shall also inform the owner that if payment is not received within thirty (30) days of the date of the letter, the owner's assessment will be accelerated through the fiscal year and the account will be forwarded to the Association's attorney for collection.

4. NOTICE OF INTENT TO CREATE LIEN AND ATTORNEY'S FEES: If an account is forwarded to the Association's attorney for collection, a Notice of Intent to Create a Lien will be forwarded to the delinquent owner by means of first class and certified or registered mail, return receipt requested to the owner's address on the Association's books or by personal delivery or as set forth in the Maryland Contract Lien Act.

The Notice of Intent to Create a Lien will inform the delinquent owner of the amount of the outstanding balance, including all past due assessments, interest, late fees, costs of collection and all attorney's fees actually incurred. The Notice of Intent to Create a Lien will conform with the requirements of the Maryland Contract Lien Act and all other applicable laws.

5. LEGAL ACTION: Once a delinquent owner has been served with the Notice of Intent to Create a Lien, the delinquent owner must, within 30 days of service of the lien warning letter, either forward payment in full or file a complaint in the Circuit Court for Howard County to determine whether probable cause exists for the Association to file a lien against the delinquent owner's property. If the delinquent owner does not forward full payment or file a complaint, the Association will file a lien against the delinquent owner's property after the 30 day period has expired.

Once a lien has been filed, the Association's attorney will proceed with further legal action, including but not limited to, foreclosing on the owner's property, and/or filing a lawsuit, against the owner in order to collect the past due amounts owed the Association.

6. PAYMENTS CREDITED: Payments received from an owner will be credited to the outstanding balance in the following order:

- a. Court costs, attorney's fees and other costs.
- b. Fines, late fees or accrued interest, as applicable.
- c. Special assessments.
- d. Annual assessments.

7. PARTIAL PAYMENTS: In the event an owner attempts to make a payment of less than all monies due and owing the Association after collection proceedings have commenced, the Association's attorney may send a letter by first class mail to the owner advising the owner that the payment was applied in accordance with Paragraph 6, hereof,

and that his or her account remains delinquent as to all remaining monies owed to the Association. The Association's retention of the partial payment does not constitute a waiver of the Board's authority to foreclose on the owner's property or take action against the owner to collect the outstanding balance.

12/7/07
DATE


PRESIDENT

I hereby certify this Policy Resolution was duly adopted by the Board of Directors on 12/7, 2007 and thereafter, that I caused this Resolution to be mailed, or hand delivered to the Lot Owners of Northgate Woods Community Association, Inc.

This policy resolution shall become effective on 1/1, 2008.

ATTEST:

12/7/07
DATE


SECRETARY

Please return to:

LONY TITLE GROUP, LTD.
0320 LITTLE PATUXENT PARKWAY
SUITE 410
COLUMBIA, MARYLAND 21046

RECORDING FEE	15.00
TOTAL	15.00
Res# CH96	Rcpt # 34996
NR L.H	Blk # 967
Jan 14, 2008	02:55 PM

Northgate Woods Community Association

Environmental Protection Board

Construction and Improvement Request Form

This form is designed to support the requirements set forth in the NWCA documents. The purpose of these documents is to protect the value and desirability of the real property of all the members of this community. Please review your bylaws for esthetic guidelines. Completed forms should be returned to any member of the environmental protection board or mailed to NWCA, P.O. Box 1104, Laurel, MD 20725. Please print legibly. Use additional sheets as needed. **Do not start work until you have written approval.**

Please indicate the nature of your request:

Shed _____ Fence _____ Deck _____ Addition _____ Exterior paint color change _____
Removal of tree with trunk over two inches diameter _____ Exterior alteration _____
Landscape change _____ Paving _____ Other _____

Please describe the proposed changes: (include color samples where possible)

Please attach diagrams of proposed changes including plat diagrams as appropriate.

Name: _____ Address: _____

Telephone: _____ Address of property to be changed: _____

Thank you for your cooperation.

Northgate Woods Community Association Environmental Protection Board

Disposition:

Approved / Disapproved Date: _____ Board Signature: _____