

ARTICLES OF INCORPORATION
OF
FOXMOOR ASSOCIATION

In compliance with the requirements of the laws of the State of Maryland, Corporations and Associations Article, Sections 5-21 et. seq. the undersigned, all of whom are residents of the State of Maryland and all of whom are of full legal age, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and do hereby certify:

ARTICLE I

The name of the corporation is FOXMOOR ASSOCIATION, INC., hereafter called the "Association."

ARTICLE II

The principal office of the Association is located at 513 Benfield Road, Severna Park, Maryland 21146.

ARTICLE III

W. J. Wiggins, Jr., whose address is 513 Benfield Road, Severna Park, Maryland 21146, is hereby appointed the initial resident agent of this Association; said resident agent is a citizen of the State of Maryland and actually resides therein.

ARTICLE IV

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed to provide for maintenance, preservation and architectural control of the residence lots and Common Area within that certain tract of property described in "Exhibit A" attached hereto and made a part hereof, and to promote the health, safety and welfare of the residents within the above described 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 Land Records for Anne Arundel County, Maryland and as the same may be amended from time to time as therein provided, said Declarations 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 any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of each class of members, agreeing to such dedication, sale or transfer;

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

(g) have and 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 interest in any lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities 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. The Association shall not be authorized to issue stock.

ARTICLE VI

VOTING RIGHTS

The Association shall have two classes of voting membership:

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

Class B. The Class B Member(s) shall be the Declarant (as defined in the Declaration), and shall be entitled to six (6) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier;

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(b) five (5) years from the date of recordation of the Declaration.

ARTICLE VII

BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of three (3) directors, who need not be members of the Association. The number of directors may be changed by amendment of the By-Laws of the Association. The names and addresses of the persons who are to act in the capacity of directors until the selection of the successors are:

Sally Harman, Fred Pritt and W. J. Wiggins, Jr.

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

ARTICLE VIII

DISSOLUTION

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

ARTICLE IX

DURATION

The Corporation shall exist perpetually.

ARTICLE X

AMENDMENTS

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

ARTICLE XI

FHA / VA APPROVAL

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

IN WITNESS WHEREOF, for the purpose of forming this Corporation under the laws of the State of Maryland, we, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this 21st day of August 1981, and acknowledge this instrument to be or act.

SALLY HARMAN

FRED PRITT

W. J. WIGGINS JR.

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EXHIBIT A

BEING all those lots numbers 1 through 145, as shown on the Plats entitled "Revised Plat One, Foxmoor," "Revised Plat Two, Foxmoor," "Revised Plat Three, Foxmoor," and "Revised Plat Four, Foxmoor," which Plats are recorded among the Land Records of Anne Arundel County in Plat Book 80, pages 25, 26, 27, and 28.

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DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

FOXMOOR ASSOCIATION, INC.

THIS DECLARATION, made this 21st day of August, 1981, by Fred Pritt and William J. Wiggins, Jr., co-partners trading as Central Maryland Developers, a general partnership of the State of Maryland (hereinafter referred to as "Declarant").

WITNESSETH;

WHEREAS, Declarant is the owner of all that certain property situate and lying in the Anne Arundel County, State of Maryland, and described as follows:

BEING, Lot Nos. 1 through 145 as shown on the plats entitled "Revised Plat One, Foxmoor," "Revised Plat Two, Foxmoor," "Revised Plat Three, Foxmoor," and "Revised Plat Four, Foxmoor," which Plats are recorded among the Land Records of Anne Arundel County in Plat Book 80, pages 25, 26, 27, and 28.

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

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to FOXMOOR ASSOCIATION, INC., a non-stock corporation of the State of Maryland, its successors and assigns.

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

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

Section 4. "Common Area" shall mean all real property owned or to be owned by the Association including all recreation areas, and tot lots, as shown on the plats of FOXMOOR, for the common use and enjoyment of the owners.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded plat of the Properties with the exception of the Common Area, and to any and every plot of ground resulting from resubdivision or further subdivision thereto.

Section 6. "Declarant" shall mean and refer to Fred Pritt and William J. Wiggins Jr., a general partnership of the State of Maryland, his successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easement of Enjoyment. Every Owner shall have the right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

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

(b) The right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which 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.

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

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

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

(f) 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 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 aforesaid real property, whichever is the earlier; provided, further, that no such use by Declarant or its sales agents or representatives shall otherwise restrict the members in their use and enjoyment of the Common Area or facilities thereon.

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

Section 3. Waiver of Use. No Owner may exempt himself from the personal liability for assessments duly levied by the Association, nor release the Lot owned by him from the liens and charges hereof, by waiver of the use and enjoyment of the Common Area and the facilities thereon, or by abandonment of his Lot.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

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

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

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

(b) Class B. Class B members shall be the Declarant and shall be entitled to six (6) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier;

(1) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(2) Five (5) years from the date of recordation of this Declaration.

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 Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments, to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Annual and Special Assessments. The assessments levied by the Association shall be for the exclusive purpose of promoting the recreation, health, safety and welfare of the Owners and for the improvement and maintenance of the Common Area or portions thereof which said Owners are entitled to use and enjoy as herein set forth.

(a) Until January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment shall be Fifty Dollars (\$50.00) per Lot, provided, however, that each unimproved Lot owned by Declarant shall be exempt from assessment until such Lot as an improvement completed thereon.

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

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

(iii) The board of Directors may fix the annual assessment at an amount not in excess of the maximum

(b) In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the vote of two-thirds (2/3) of each class of members who are voting in person or in proxy, at a meeting duly called for this purpose.

Section 3. Notice and Quorum for Any Action Authorized Under Section 2. Any action authorized under Section 2 shall be taken at a meeting called for that purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (70) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be for one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 4. Uniform Rate of Assessment. Except as provided to the contrary in Section 2 of this Article IV, both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 5. Date of Commencement of Annual Assessments Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area, provided, however, that Declarant shall have the right to defer commencement of the assessment for a period not to exceed twelve (12) months by its assumption of all of the obligations of the Association hereunder during such period and payment of all of the costs thereof. The first annual assessment shall be adjusted according to the number of months remaining in the fiscal year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. 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 offer of the Association setting forth whether the assessments on a specified Lot have been paid.

ARTICLE V

REMEDIES OF THE ASSOCIATION FOR NONPAYMENT OF ASSESSMENTS

Section 1. Delinquency. Any assessment provided for in the this Declaration which is not paid when due, shall be delinquent. If any such assessment is not paid within (30) days after the delinquency date, the assessment shall bear interest at a rate of six percent (6%) per annum, and the Association may, at its option, bring an action of law against the Owner personally obligated to pay the same, or, upon compliance with the notice provisions set forth in the charge, the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include said interest and reasonable attorney's fees, together with costs of action. Each Owner vests in the Association or its assigns the right and power to bring all actions at law or lien foreclosures against such Owner or other Owners for the collection of such delinquent assessments

Section 2. Notice of Lien. No action shall be brought to foreclose said assessment lien or to proceed under the power of sale herein provided less than thirty (30) days after the date a notice of claim of lien is deposited in the United States Mail, certified or registered, postage prepaid, to the Owner of said Lot, and a copy thereof is recorded by the Association in the office of the County Recorder in which the Properties are located; said notice of claim must recite a good and sufficient legal description of any such Lot, the record Owner or reputed Owner thereof, the amount claimed (which may, at Association's option, include interest on the unpaid assessment at the legal rate, plus reasonable attorneys' fees and expenses of collection in connection with the debt secured by said lien), and the name and address of the claimant.

Section 3. Foreclosure Sale. Any such sale provided for above is to be conducted in accordance with the provisions of the laws of the State of Maryland applicable to the exercise of powers of sale in mortgages and deeds of trust, or in any other manner permitted by law. The Association, through daily authorized agents shall have the power to bid on the Lot at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same.

Section 4. Curing of Default. Upon the timely curing of any default for which a notice of claim of lien was filed by the Association, the officers of the Association are hereby authorized to file on record, as the case may be,

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an appropriate release of such notice, upon payment by the defaulting Owner of a fee, to be determined by the Association, but not to exceed \$15.00 to cover the costs of preparing and filing or recording such release.

Section 5. Cumulative Remedies. The assessment lien and the rights to foreclosure and sale thereunder shall be in addition to and not in substitution for all other rights and remedies which the Association and its assigns may have hereunder and by law, including a suit to recover a money judgment for unpaid assessments, as above provided.

Section 6. Subordination of Assessment Liens. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage or deed of trust foreclosure or any proceeding in lien thereof shall extinguish the lien of such assessments as to payments which became 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 VI ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change (including change of external paint, paneling and the like) or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, exterior colors and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

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ARTICLE VII USE RESTRICTIONS

In addition to all other covenants contained herein, the use of the Properties and each Lot therein is subject to the following:

Section 1. None of the Lots shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any such Lot other than one used as a single family dwelling or townhouse dwelling.

Section 2. No part of the Property shall ever be used or caused to be used or allowed or authorized in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending or other such non-residential purposes, except Declarant, its successors or assigns, may use the Property for a model home site and display and sales office during the construction and sales period.

Section 3. No sign or billboard of any kind shall be displayed to the public view on any portion of the Property or any Lot, except for one (1) sign for each building site, of not more than eighteen inches (18") by twenty-four inches (24"), advertising the property for sale or rent, or except signs used by Declarant, its successors or assigns, to advertise the property during the construction and sales period.

Section 4. No noxious or offensive activity shall be carried on upon any Lot or any part of the Property; nor shall anything be done thereupon which may be, or may become, an annoyance or nuisance to the neighborhood, or which shall in any way interfere with the quiet enjoyment of each of the Owners of his respective dwelling unit, or which shall in any way increase the rate of insurance.

Section 5. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be

used on any Lot at any time as a residence, either temporarily or permanently. No trailer, camper, boat or similar equipment shall be permitted to remain upon any property within the Properties, unless placed or maintained within an enclosed garage or carport. No vehicles (including trailers and campers) except as may be classified as passenger cars or station wagons shall be regularly parked in residential areas.

Section 6. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats or other household pets may be kept on the Lots subject to such rules and regulations as may be adopted by the Association and provided

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they are not kept, bred or maintained for any commercial purpose, or in unreasonable numbers. Notwithstanding the foregoing, no animals or fowl may be kept on the Property which result in any annoyance or are obnoxious to residents in the vicinity.

Section 7. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind, shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels or mineral excavations or shafts be permitted upon the surface of the Property. No derrick or other structure designed for use in boring for water, oil, or natural gas shall be erected, maintained or permitted upon any Lot.

Section 8. All rubbish, trash and garbage shall be regularly removed from the Property, and shall not be allowed to accumulate thereon. All clotheslines, refuse containers, wood piles, storage areas and machinery and equipment shall be prohibited upon any Lot, unless obscured from view of adjoining Lots and streets by a fence or appropriate screen approved by the Architectural Committee. Nothing herein shall be deemed to apply to the storage on the Property by Declarant of building materials during, and for use in, the construction of the improvements on the Properties.

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Section 9. No radio or television receiving or transmitting antennae or external apparatus exceeding 10 feet in height above the highest point of the dwelling shall be installed on any Lot. No freestanding antennae, tower, or the like shall be permitted on any lot.

Section 10. 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:

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

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

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

Section 11. Easements over the Common Area for the installation and maintenance of electric, telephone, cable television, water, gas drainage, and sanitary sewer lines and facilities and the like are hereby reserved by Declarant, until such time as Declarant has conveyed the Common Area to the Association, together with the right to grant and transfer the same. Declarant also reserves the right to enter on the Lots for the purpose of completing improvements thereon, and for the further purpose of carryout out any obligations which it may have, or assume, with respect to the curing of any defects in the workmanship or materials in the Property or the improvements thereon.

Section 12. All Owners and occupants shall abide by the By-Laws and any rules and regulations adopted by the Association.

ARTICLE VIII
DUTIES AND POWERS OF THE ASSOCIATION

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

- (a) Own, maintain and otherwise manage all of the Common Areas and all facilities, improvements and landscaping thereon, and all other property acquired by the Association.
 - (b) Pay any real and personal property taxes and other charges assessed against the Common Areas.
 - (c) Have the authority to obtain, for the benefit of the Common Areas, all water, gas, sewer, and electric service and refuse collection and to pay for such services.
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- (d) Grant easements where necessary for utilities and sewer facilities over the Common Areas to serve the Common Areas and the Lots.
 - (e) Have the authority to employ a manager or other persons and to contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association, provided that any contract with a person or firm appointed as a manager or managing agent shall provide for the right of the Association to terminate the same at the first annual meeting of the members of the Association.
 - (f) Contract for and pay fire, casualty, liability and other insurance insuring the Association, Board of Directors and Owners with respect to the Common Areas.
 - (g) Contract for and pay maintenance, gardening, utilities, materials and supplies, and services relating to the Common Areas and to employ personnel necessary for the operation of the project, including legal and accounting services, and including, without limitation, trash collection and snow removal.
 - (h) Delegate its powers to its committees, officers and employees.
 - (i) At the request of the public body authorized to accept such, dedicate those portions of the Common Areas which are used for vehicular ingress and egress as public streets.

ARTICLE IX
EXTERIOR MAINTENANCE

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

ARTICLE X
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 restrictions herein contained shall in no event be deemed a waiver of the right to do so hereafter.

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

Section 3. Duration and Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the

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date this Declaration is recorded, which after time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first 20-year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter, by an instrument signed by the Owners of not less than seventy-five percent (75%) of the Lots. Any amendment must be recorded.

Section 4. Annexation. Additional residential property and Common Area may be annexed to the Property with the consent of two-thirds (2/3) vote of the members

Section 5. FHA / VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Areas, and amendment of this Declaration of Covenants, Conditions and Restrictions.

Section 6. Encroachment Easement. Each Lot within the Property is hereby declared to have an easement, not exceeding one foot (1') in width over all adjoining Lots for the purpose of accommodating any encroachment due to engineering errors, errors in original construction, settlement or shifting of the building, roof overhangs, gutters, architectural or other appendages, draining of rainwater from roofs, or any other similar cause. There shall be valid easements for the maintenance of said encroachments so long as they shall exist, and the rights and obligations of Owners shall not be altered in any way by said encroachment, settlement or shifting; provided, however, that in no event shall a valid easement for encroachment be created in favor of an Owner or Owners if said encroachment occurred due to the willful misconduct of said Owner or Owners. In the event of structure on any lot is partially or totally destroyed and then repaired or rebuilt, the Owners of each Lot agree that minor encroachments over adjoining Lots shall be permitted and that there shall be valid easements for the maintenance of said encroachments as long as they shall exist. DECLARANT SHALL HAVE THE RIGHT TO RESUBDIVIDE ANY OF THE PROPERTY, FROM TIME TO TIME.

ARTICLE XI
EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities and for other public purposes and access to all property are reserved as shown on the recorded plots of the Properties. In addition, Declarant reserves for itself, its successors and assigns, easements five (5) feet in width along the side and rear Lot lines of each Lot for installation and maintenance of utilities and drainage facilities. Within these Easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities or access to the Property subject to such easements. Such easements include the right of ingress and egress. The Declarant shall have rights of ingress and egress to all Lots in the section until one (1) year after the completion of all units in such section for purposes of correcting drainage and other construction problems that may have occurred.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has executed this instrument this 8th day of August, 1981.

(signature) William J. Wiggins

WITNESS (signature) Fred Pritt

(signatures)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 21st day of August, 1981, before me, the undersigned, a Notary Public of the State of Maryland, personally appeared Fred Pritt and William J. Wiggins, Jr. co-partners and they acknowledge the foregoing to be the act of the Declarant.

WITNESS my hand and Notarial Seal.

(signature)

FOXMOOR

AMENDMENTS TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

THIS AMENDMENT TO DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS made this 31st day of March, 1992, by FOXMOOR ASSOCIATES LIMITED PARTNERSHIP, a Maryland limited partnership (the "Declarant" or "Developer", and FOXMOOR ASSOCIATION, INC. (the "Association").

WITNESSETH:

WHEREAS, by virtue of a Declaration of Covenants, Conditions and Restrictions, dated August 25, 1981 and recorded among the Land Records of Anne Arundel County at Liber 3434, folio 562, et. seq. (the "Declaration") the Association is the duly constituted homeowners association for the properties show on the Plats entitled "Revised Plat One, Foxmoor", "Revised Plat Two, Foxmoor", "Revised Plat Three, Foxmoor" and "Revised Plat Four, Foxmoor", which Plats are recorded among the Land Records of Anne Arundel County in Plat Book 80, Pages 25, 26, 27, and 28 (the "Original Plats"); and,

WHEREAS, the Declarant is the owner and developer of the residential subdivision (the "subdivision"), comprised of twenty three (23) single family building lots, shown on the Plat entitled "Foxmoor, Plate V", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 143, page 47 (the "Annex Plat"); and,

WHEREAS, Article X, Section 4 of the Declaration provided that additional residential property and

Common Area may be annexed to the original properties and within the scope of the Association with the consent of two-thirds (2/3) vote of the members of the Association; and,

WHEREAS, the properties shown on the Annex Plats are adjacent to the properties shown on the Original Plats and the Declarant desires to annex the properties shown on the Annex Plat into the Foxmoor Association, Inc.

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NOW, THEREFORE, the Declarant declares that the single family building lots depicted on the Annex Plat (a) are hereby annexed to the original property shown on the Original Plats; (b) are annexed into the Foxmoor Association, Inc.; and (c) shall be held, sold and conveyed subject to the easements, restrictions, covenants and conditions (including assessments) set forth in the Declarations of Covenants, Conditions and Restrictions recorded among the Land Records of Anne Arundel County at Liber 3434, Folio 562, et. seq. (as such Declaration may have been amended from time to time), which easements, restrictions, covenants and conditions are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

WE WITNESS THEREOF, the Declarant has executed this Amendment to Declaration of Covenants, Conditions and Restrictions as of the day and year first written above and the Foxmoor Association, Inc. has caused this Amendment to Declaration of Covenants, Conditions and Restrictions to be executed by its duly authorized officers for the purpose of consenting to the aforesaid annexation and of evidencing the consent of its members hereto.

WITNESS/ATTENT:

FOXMOOR ASSOCIATES LIMITED PARTNERSHIP

a Maryland limited partnership

(signature) William Wiggins, Senior Partner

FOXMOOR ASSOCIATION, INC.

a Maryland corporation

(signature) Elizabeth Trehey

STATE OF MARYLAND

COUNTY OF ANNE ARUNDEL, to wit:

I HEREBY CERTIFY that on this 20th day of March, 1992, before me, a Notary Public of the State of Maryland, personally appeared William Wiggins, who acknowledged himself to be a general partner and the Senior Partner of FOXMOOR ASSOCIATES LIMITED PARTNERSHIP, a Maryland limited partnership (the "Partnership") and that he, acting in his capacity as a general partner, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the Partnership, by himself as Senior Partner.

WITNESS my hand and Notarial Seal. (signature)

STATE OF MARYLAND

COUNTY OF ANNE ARUNDEL, to wit:

I HEREBY CERTIFY that on this 1st day of April, 1992, before me, a Notary Public of the State of Maryland, personally appeared Elizabeth A. Trehey, who acknowledged himself to be the President of FOXMOOR ASSOCIATION, INC. (the "Association") and that she, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the Partnership, by herself as President.

WITNESS my hand and Notarial Seal. (signature)

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CERTIFICATE OF SECRETARY

I HEREBY CERTIFY that I am the Secretary of the Foxmoor Association, Inc. (the "Association"), a corporation duly organized and existing under the laws of the State of Maryland; that the Association is in good standing; that the members of the Association at a meeting thereof held on March 17, 1992, and by a two-thirds (2/3) vote, consented to the annexation of certain additional properties as set forth in, and the execution of the foregoing Amendment to Declaration of Covenants, Conditions and Restrictions; and to the best of my knowledge, information and belief the matters and facts set forth therein with respect to the approval thereof are true in all material respects, under the penalties and perjury.

(signature) Secretary

FOXMOOR

SECOND AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

THIS SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS made this 23rd day of March, 1998, by SNYDER DEVELOPMENT CORPORATION, a Maryland corporation (the "Declarant" or "Developer") and FOXMOOR ASSOCIATION, INC. (the "Association")

WITNESSETH:

WHEREAS

By Laws
of
Foxmoor Association, Inc.

ARTICLE I - NAME AND LOCATION

The name of the Corporation is FOXMOOR ASSOCIATION, INC., hereafter referred to as the "Association". The principal office of the Corporation shall be Located at Anne Arundel County, Maryland, but meetings of members and director may be held at such place or places within the State of Maryland as may be designated by the Board of Directors.

ARTICLE II - DEFINITION

- Section 1. "Association" shall mean and refer to FOXMOOR ASSOCIATION, INC. its successors and 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.
- Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners, in accordance with the Declaration.
- Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties with 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 Fred Pritt and William J. Wiggins, Jr., co-partners trading as Central Maryland Developers, its successors and assigns, if such successors or assigns should acquire more than one undeveloped lot from 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 Office of Land Records for Anne Arundel County, Maryland.
- Section 8. "Member" shall mean and refer to those parties entitled to membership as provided in the Declaration.

ARTICLE III - MEETING OF MEMBERS

- Section 1. Annual Meeting - Election of Officers - The ANNUAL MEETING shall be the meeting during which directors of the association are elected. The term will run from July of the election year through June of the following year. The ANNUAL MEETING will take place each year prior to July 1st. Other business, including items mentioned in Section 2 of this article, may also be conducted at the ANNUAL MEETING.
- Section 2. Special Meetings - "SPECIAL MEETINGS" are ALL meetings, other than the ANNUAL MEETING, at which members are asked to cast a vote(s).
- Section 2A. General Meetings - Any meeting called which does not require the vote of the community shall be called a "GENERAL MEETING". GENERAL MEETINGS may be called at the discretion of the Board of Directors, or upon written request to the Board of Directors signed by at least ten percent (10%) of the community members.
- Section 3. Notice of Meetings - Written notice of each ANNUAL or SPECIAL meeting shall be given by, or at the discretion of the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting, to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for purpose of notice. Such notice shall specify the place, day, hour, and purpose of the meeting. In the case of a GENERAL MEETING, notification may be made by any means deemed suitable by the Board of Directors.
- Section 4. Quorum - The presence at the meeting of members entitled to cast or of proxies entitled to cast one-tenth (10%) of the votes of each class of membership shall constitute a quorum for any action

except as otherwise provided in the Articles of Incorporation, or these by-laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies - At all ANNUAL and SPECIAL 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

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revocable and shall automatically cease upon conveyance by the members of his lot. A proxy list shall be mailed to each member along with the written notice of each ANNUAL and SPECIAL meeting. Proxies must clearly indicate those issues on which a vote will be taken, and provide a space for the member to indicate the desired action to be taken on each issue. After an initial vote is taken, any issues defeated can be discussed, revised, and voted on again at the same meeting. New business may also be introduced and voted on providing the new business is related to the original issues announced and/or the Board determines that the introduction of new business is in keeping with the spirit of the by-laws and would not provoke wide-spread disagreement. Only those proxies submitted which authorize inclusion for consideration of amendments and/or other issues will be considered as part of the quorum, when voting on issues initially defeated and/or new business.

NOTE: The December 10, 1990 and June 10, 1991 proxies will be used as samples of the new proxy format to be used.

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, who need not be members of the Association.

Section 2. Term of Office - At the first annual meeting the members shall elect seven (7) directors for a term of one year and at each annual meeting thereafter the members shall elect two (2) board members for a 2 year term on 'EVEN' years and three (3) members on 'ODD' years for a 2-year term.

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, 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 a Meeting - 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 of Directors shall be made by nominating Committee. Nominations may also be made from the floor at the annual meeting. The nominating committee shall consist of a chairman, who shall be a member of the Board of Directors, and two or more members of the Association.

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

ARTICLE VI - MEETING OF DIRECTORS

- Section 1. Regular Meetings - Regular meetings of the Board of Directors shall be held at least quarterly. Meetings may be held as often as necessary, without notice, at such place and hour as may be fixed from time to time by resolution of the Board.
- 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 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 infraction thereof;
- (b) suspend the voting rights and right to use the recreational facilities of any member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;
- (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
- (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:
 - i. fix the amount of the annual assessment against each lot; and
 - ii. send written notice of assessments to every owner; and
 - iii. 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 cause an appropriate officer to issue, upon demand to any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for 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 to be bonded, as it may deem appropriate;
- (g) cause the common Area to be maintained.

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ARTICLE VIII - OFFICERS and their Duties

- Section 1. Enumeration of Offices - The officers of this Association shall be a president and vice president, who shall at all times be members of the Board of Directors, 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 two (2) years 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 the Board. ANY officer may resign at any time by giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.
- Section 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 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:
- (a) PRESIDENT - The president shall preside at all meetings of the Board of Directors; shall see that order and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.
 - (b) VICE-PRESIDENT - The vice-president shall take the place of the president and perform his duties whenever the president shall be absent or unable to act. If neither the president nor vice-president is able to act, the Board shall appoint some other member of the Board to do so on an interim basis. The vice-president shall also perform such other duties as shall time to time be delegated to him by the Board of Directors.
 - (c) TREASURER - The treasurer shall receive and deposit in appropriate bank accounts all moneys of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association, keep proper books of account; shall cause a public accountant to annually prepare a financial statement compiling the association's revenue and expenditures at the completion of each fiscal year to be presented at the membership at its regular annual meeting, and deliver a copy of each to the members.
 - (d) SECRETARY - 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; service notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses; and shall perform such other duties as required by the Board.

ARTICLE IX - COMMITTEES

The Association shall appoint an Architectural Nominating Committee, as provided in the Declaration, and a Nominating Committee, as provided in these by-laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purposes.

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 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 member 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 a 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. 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 having within its circumference the words: FOXMOOR ASSOCIATION, INC.

ARTICLE XIII - AMENDMENTS

Section 1. 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 of the Veterans Administration shall have the right to veto amendments while there is a Class B membership.

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

CERTIFICATION

I, the undersigned, do hereby certify THAT I am the duly elected and acting secretary of FOXMOOR ASSOCIATION, INC., a Maryland corporation, and THAT the foregoing by-laws constitute the original by-laws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 23rd day of October, 1996.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 23rd day of October, 1996.

(signature) David P. Anderson, Secretary

FIRST AMENDMENT OF THE BYLAWS OF FOXMOOR ASSOCIATION, INC.

The current Bylaws of the Foxmoor Association, Inc., dated October 23, 1996 have been deposited in the Anne Arundel County Circuit Court Depository in accordance with Section 11B-112 of the Maryland Homeowners Association Act.

In accordance with Article XIII, Section 1 of the Bylaws of the Foxmoor Association Inc., this amendment was approved by a vote of a majority of a quorum of members of said Association present in person or by proxy at the Annual Meeting of the Foxmoor Association, Inc. held June 3, 1998.

NOW, THEREFORE, as of the 3rd day of June, 1998, the above described Bylaws of Foxmoor Association, Inc. are hereby amended by adding a new Article XIV thereto, to read as follows:

ARTICLE XIV - ENFORCEMENT OF COVENANTS

Section 1. Board of Directors Power to Enforce. To assist the Association in providing for congenial occupancy and the protection of the value of the Properties, the Board of Directors shall have the right and authority to exercise reasonable controls over the use of the Properties as more fully provided in the Declaration of Covenants, Conditions and Restrictions, Bylaws, and Architectural Control Guidelines, hereinafter referred to as "Foxmoor Covenants". Violation of the "Foxmoor Covenants" shall not be permitted. The Board of Directors is authorized to take all legal steps necessary to prevent or discontinue any violations thereof, all at the expense of the violator as more fully provided herein below:

Section 2. Entitlement to Attorney's Fees. In any proceeding by the Association to enforce the "Foxmoor Covenants" or liens and provided that the plaintiff Association prevails, the Association shall be entitled to an award of its reasonable attorney's fees and litigation costs and all expenses incurred in prosecuting the proceeding.

Section 3. Fines. An Owner will be given a written thirty days notice to correct a violation. If after thirty days, the violation has not been corrected, the Association's Board of Directors shall have the power to

impose a fine upon an Owner of not more than fifteen dollars (\$15.00) per day. Such fine will accumulate on a per day basis until the violation is corrected and the fine is paid in full. In the event of litigation to collect the amount of any fine imposed pursuant to the terms of these Bylaws, the person obligated to pay such fine shall further be obligated to pay to the Association reasonable attorney's fees and all costs of collection in connection therewith. Such fines shall be in addition to other remedies available to the Board of Directors.

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Section 4. Owner/Landlord - It shall be the responsibility of the owner/landlord to:

- a. Provide their tenant with a copy of the "Foxmoor Covenants".
- b. Obtain a signed agreement that the tenant has received copies of the "Foxmoor Covenants", read them, and agrees to abide by them. This signed agreement may be included as a part of the lease or a separate document.
- c. Provide the Foxmoor Association, Inc. with the name of each tenant, along with a copy of the signed agreement.

The foregoing amendment shall take effect immediately.

ATTEST:

FOXMOOR ASSOCIATION, Inc.

(signature) Betty Peck, President

Anne Egan, Secretary

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