

ARTICLES OF INCORPORATION

OF

COUNTRY LAKES HOMEOWNERS ASSOCIATION, INC.

The undersigned, a natural person at least twenty-one years of age, for the purposes of forming a Corporation pursuant to the provisions of the general laws of the State of Maryland, does hereby certify as follows:

1. NAME. The name of the corporation is

COUNTRY LAKES HOMEOWNERS ASSOCIATION, INC.
(hereinafter called the Corporation)

2. PURPOSES. This Corporation 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 described as:

That parcel of land situate in the Fourth Election District of St. Mary's County, Maryland, known as Section One, Country Lakes, as recorded in Plat Book Liber DBK 12, folio 59-66, inclusive, 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 Corporation for this purpose to.

a. exercise all of the powers and privileges and to perform all of the duties and obligations of the Corporation 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 among the land records of St. Mary's 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 Corporation, including all licenses, taxes or governmental charges levied or imposed against the property of the Corporation;

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 Corporation;

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 nonprofit 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 Corporation Laws of the State of Maryland by law may now or hereafter have or exercise.

3. REGISTERED AGENT. The post office address of the principal office of the Corporation in Maryland is Mechanicsville, Maryland 20659. The name and post office address of the resident agent of the Corporation is Benjamin H. Burroughs, Jr., Mechanicsville, Maryland 20659. Such registered agent is a citizen of Maryland, and actually resides therein.

4. MEMBERSHIP. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Corporation, including contract sellers, may be a member of the Corporation. 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 Corporation.

5. VOTING RIGHTS. The Corporation 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 three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

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

(b) On January 1, 1985.

6. DIRECTORS. The Corporation shall have such a number of Directors as may be set forth in the by-laws, but shall have at least three directors, and Benjamin H. Burroughs, Jr., F. Elliott Burch, Jr., and F. Michael Harris, shall act as such until the first annual meeting, or until their successors are duly chosen and qualified.

7. DISSOLUTION. The Corporation 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 Corporation, other than incident to a merger or consolidation, the assets of the Corporation shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Corporation 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.

8. DURATION. The Corporation shall exist perpetually.

9. AMENDMENTS. Amendment of these Articles shall require the assent of 75 percent (75%) of the entire membership.

10. FHAVA 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, I have signed these Articles of Incorporation this 9th day of December, 1977.

(Signature on File)
BENJAMIN H. BURROUGHS, JR.
Incorporator
Mechanicsville, Maryland 20659

STATE OF MARYLAND, COUNTY OF ST. MARY'S, TO WIT:

On this 9th day of December, 1977, before me, the subscriber, personally appeared Benjamin H. Burroughs, Jr., known to be the individual described in and who executed the foregoing certificate and acknowledged to me that he executed the same.

WITNESS my hand and Notarial Seal:

(Signature and Seal on File)
Joanne D. Schindler
Notary Public

My Commission Expires: 7/1/78

ARTICLES OF INCORPORATION
OF
COUNTRY LAKES HOMEOWNERS ASSOCIATION, INC.

Approved and received for record by the State Department of Assessments and Taxation of Maryland December 14, 1977, at 8:30 o'clock a.m. as in conformity with law and ordered recorded.

Recorded in Liber 2462, folio 000444, one of the Charter Records of the State Department of Assessments and Taxation of Maryland

Bonus tax paid \$20.00. Recording fee paid \$15.00. Special Fee paid \$

To the clerk of the Circuit Court of St. Marys County

IT IS HEREBY CERTIFIED, that the within instrument, together with all indorsements 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.

(Signature on File)

Seal on File

COVENANTS AND RESTRICTIONS, P.U.D.
SECTIONS II, III AND IV
COUNTRY LAKES

1. The lots sold in Country Lakes shall be used only for single family residences, i.e., no commercial uses shall be permitted thereon.
 - a. No trailers shall be permitted for residential use.
 - b. Homes constructed on sold lots shall be completed within two years from date of commencement of construction.
 - c. All homes constructed on sold lots shall have a minimum living space of: 1) 1100 square feet for one story ramblers; 2) 900 square feet of living space on the top floor for a split foyer; 3) 1800 square feet for two story homes.
 - d. There shall be no breeding, boarding, or selling of animals conducted on said lots; the keeping of animals for domestic purposes, and for the lot owner's pleasure is permitted.
2. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. No unregistered motor vehicles, machinery or scrap material shall be stored on the lots, if same be in open view of persons on a nearby street.
3. All lot owners shall be members of the Country Lakes Citizens Association, and shall promptly pay said Association dues. The Association having the authority to obtain liens on any owner's lot for failure to pay said dues.

January 4, 1984

TEST:

(Signature on File)
Oliver R. Guyther

(Signature on File)
Benjamin H. Burroughs, Jr.
General Partner

SCHEDULE A

COVENANTS AND RESTRICTIONS, P.U.D.
COUNTRY LAKES, SECTION I

1. The lots sold in Country Lakes shall be used only for single family residences, i.e., no commercial uses shall be permitted thereon.
 - a. No trailers shall be permitted for residential use.
 - b. Homes constructed on said lots shall be completed within two years from date of commencement of construction.
 - c. All homes constructed on said lots shall have a minimum living space of:
 - 1) 1100 square feet for one story ramblers,
 - 2) 1000 square feet for split foyers,
 - 3) 1800 square feet for two story homes.
 - d. There shall be no breeding, boarding, or selling of animals conducted on said lots; the keeping of animals for domestic purposes, and for the lot owners pleasure is permitted.

2. All lot owners shall be eligible for one membership for each lot owned in the Country Lakes Community Association, which association shall be formed when forty (40) homes have been built and occupied on the subdivision;
 - a. The owner-developers agree to deed the .55 acre recreation area, two ball diamonds, and the tennis courts to the Community Association when the said forty homes are occupied;
 - b. The Community Association shall:
 - 1) Establish each year (from date of formation) the annual dues for each membership.
 - 2) Adopt regulations of the Association for the purpose of maintaining, controlling, and operating the community association facilities.

3. Lots fronting on, or adjacent to, lakes in the subdivision shall have lot lines running to the center of said lakes.
 - a. There shall be imposed on each lot adjacent to a lake, a 30 foot easement for the purpose of permitting the easement area to be used, as necessary to maintain said lakes. In the event a lot is fenced, a gate shall be installed by the lot owner in the easement area to allow access to the lakes for maintenance.
 - b. All water surfaces of said lakes may be used for recreational purposes by any lot owners who property is adjacent to the lakes.
 - c. On common lot boundaries there shall be a forty foot easement for the sole purpose of a means of ingress and egress for equipment necessary for the maintenance of the lakes.
 - d. Costs of maintaining the lakes shall be shared by lot owners adjacent to the lakes, on a pro rata basis in proportion to the number of feet their respective lots front on said lakes. The type, and amount, of maintenance to be done shall be decided by a majority of the owners of the lots fronting on said lakes.
 - e. There shall be no construction into the lakes which protrude from the average mean water line into the water for a distance in excess of ten feet, nor shall the use of boats driven by power be permitted on any of the lakes.
 - f. All lake front lot owners shall seek the guidance of the St. Mary's County Soil Conservation office as to the proper maintenance of said lakes.

Dated: May 11, 1976

COUNTRY LAKES, A MARYLAND
PARTNERSHIP

By (Signature on File)
Benjamin H. Burroughs, Jr.
General Partner

COVENANTS AND RESTRICTIONS, P.U.D.
COUNTRY LAKES, SECTION II

1. The lots sold in Country Lakes shall be used only for single family residences, i.e., no commercial uses shall be permitted thereon.
 - a. No trailers shall be permitted for residential use.
 - b. Homes constructed on sold lots shall be completed within two years from date of commencement of constructions.
 - c. All homes constructed on said Lots shall have a minimum living space of:
 - 1) 1100 square feet for one story ramblers, 2) 1000 square feet for split foyers, 3) 1800 square feet for two story homes.
 - d. There shall be no breeding, boarding, or selling of animals conducted on said lots; the keeping of animals for domestic purposes, and for the lot owners pleasure in permitted.
2. All lot owners shall be eligible for one membership for each lot owned in the Country Lakes Community Association, which association shall be formed when forty (40) homes have been built

and occupied in the subdivision.

a. The owner-developers agree to deed the .55 acre recreation area, two ball diamonds, and the tennis courts to the Community Association when the said forty homes are occupied:

b. The Community Association shall:

- 1) Establish each year (from the date of formation) the annual dues for each membership.
- 2) Adopt regulations of the Association for the purposes of maintaining, controlling and operating the community association facilities.

COUNTRY LAKES, A MARYLAND PARTNERSHIP

By (Signature on File)

Benjamin H. Burroughs, Jr.,

GENERAL PARTNER

DATED: APRIL 1, 1981

COVENANTS AND RESTRICTIONS, P.U.D.

SECTIONS II, III AND IV

COUNTRY LAKES

1. The lots sold in Country Lakes shall be used only for single family residences, i.e., no commercial uses shall be permitted thereon.

a. No trailers shall be permitted for residential use.

b. Homes constructed on said lots shall be completed within two years from date of commencement of construction.

c. All homes constructed on said lots shall have a minimum living space of: 1) 1100 square feet for one story ramblers; 2) 900 square feet of living space on the top floor for a split foyer; 3) 1000 square feet for two story homes.

d. There shall be no breeding, boarding, or selling of animals conducted on said lots; the keeping of animals for domestic purposes, and for the lot owners pleasure is permitted.

2. No lot shall be used for or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All equipment for the storage or dispersal of such materials shall be kept in a clean and sanitary conditions. No unregistered motor vehicles, machinery or scrap materials shall be stored on the lots, if same be in open view of persons on a nearby street.

3. All lots owners shall be members of the Country Lakes Citizens Association and shall promptly pay said Association dues. The Association having the authority to obtain liens on any owner's lot for failure to pay said dues.

January 4, 1984

TEST:

(Signature on File)
Oliver R. Guyther

(Signature on File)
Benjamin H. Burroughs, Jr.
General Partner

EASEMENT FOR SUBDIVISIONS

This easement made this 11th day of August 1976, by Benjamin H. Burroughs, Jr., GRANTORS, and SOUTHERN MARYLAND ELECTRIC COOPERATIVE, a body corporate, GRANTEE.

WITNESSETH, that for and in consideration of the sum of One Dollar, (\$1.00), and other good and valuable consideration, the within Grantors do hereby grant and convey unto SOUTHERN MARYLAND ELECTRIC COOPERATIVE, INC., its suc-cessors and assigns, forever, an easement across, over and under the property identified on the plats of subdivision entitled Country Lakes as recorded among the Plat Records of St. Mary's County, Maryland, in Liber 220, folio 251, and identified as "Ten Foot Wide Utility Easement", in accordance with the terms and provisions of such grant as set forth in that certain document entitled "Declaration of Terms and Provisions of Public Utility Easements" which is dated the 17th day of June, 1969, and recorded among the Land Records of St. Mary's County, Maryland in Liber DBK No. 153, folio 249, and in Charles County, Maryland in Liber PCM No. 209, folio 746, and in Calvbert County, Maryland in Liber JLB No. 113, folio 367, and by "Declaration of Terms and Provision of Public Utility Easements" dated February 18, 1969, and recorded among the Land Records of Prince George's County, Maryland in Liber No. 3703, folio 748, which said terms and provision are incorporated herein by reference.

The property rights hereby conveyed are free and clear of all liens and encumbrances except as follows: N/A

Granting also an easement to construct service lines to structures to be built on said property.

WITNESS the hands and seals of the said Grantors.

(Signature on File)
Ben Burroughs, Jr.

STATE OF MARYLAND, ST. MARY'S COUNTY, to wit:

I Hereby Certify that on this 11th day of August, 1976 before me, the Subscriber, A Notary Public of the State County Aforesaid, personally appeared: Ben Burroughs, Jr, the Grantors in the foregoing instrument, and they acknowledged the same to be their act for the purpose therein con-

tained.

Witness my hand and Notarial Seal.

(Signature and Seal on File)

Benedict Irving Abell

Notary Public

My Commission Expires: 7-7-78

I Hereby Certify that the within instrument was prepared under the supervision of the Grantee.

(Signature on File)

B. I. ABell

Authorized Signature