STATE OF MARYLAND
State Department of Assessments and Taxation

WESTWIND HOMEOWNERS ASSOCIATION, INC.

THE ARTICLES OF INCORPORATION

OF

WESTWIND HOMEOWNERS ASSOCIATION, INC.

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HAVE BEEN RECEIVED AND APPROVED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION THIS 5TH DAY OF APRIL , 1984, AT 11:08 A.M. AND WILL BE RECORDED.

DEAN W. KITCHEN
By: CORPORATE ADMINISTRATOR

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ARTICLES OF INCORPORATION

OF

WESTWIND HOMEOWNERS ASSOCIATION, INC.

To: State Department of Assessments
and Taxation
Baltimore, Maryland

I, the undersigned, Milton F. Clogg, whose post office address is 50 West Montgomery Avenue, Rockville, Maryland 20850, who am at least twenty-one years of age, in compliance with Titles 1, 2 and 3 of the Corporations and Associations Volume of the Annotated Code of Maryland, and for the purpose of forming a corporation not for profit under the general laws of the State of Maryland, do hereby adopt the following Articles of Incorporation, and do certify:

ARTICLE I

The name of the Corporation is WESTWIND HOMEOWNERS ASSOCIATION, INC., hereinafter called the "Association".

ARTICLE II

The post office address of the principal office of the Association is 50 West Montgomery Avenue, Suite 300, Rockville, Maryland 20850.

ARTICLE III

John H. Pettit, whose post office address is 50 West Montgomery Avenue, Suite 300 Rockville, Maryland 20850, is hereby appointed the registered agent of this Association. Said resident agent is a citizen of the State and actually resides therein.

ARTICLE IV

PURPOSE AND POWERS OF THE ASSOCIATION

This Association is not authorized to issue capital stock and 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 repair and replacement of those elements on the common areas which must be replaced on a periodic basis, and architectural control of the residence lots and Common Area, within that certain tract of property more particularly described in the Declaration of Covenants, Conditions and Restrictions, 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 of Covenants, Conditions and Restrictions", applicable to the property and recorded or to be recorded in the office of the Clerk of the Circuit Court for Montgomery County and as the same may be amended from time to time as therein provided, said Declaration of Covenants, Conditions and Restrictions 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 of Covenants, Conditions and Restrictions; 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;

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(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 non-profit, non-stock corporation organized under the Laws of the State of Maryland, pursuant to the Annotated Code of Maryland, Corporations and Associations, Titles 1, 2 and 3 thereof, by law 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 by covenants of record to assessment by the Association, including contract purchasers, shall be a member of the Association. The aforegoing is not intended to include persons or entities who hold an interest merely as security for performance of an obligation. Membership shall be appurtenant to and shall 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 with the exception of the Declarant and shall be entitled to one vote for each Lot owned. When more than one persons 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. Class B member(s) shall be the Declarants (as defined in the Declaration of Covenants, Conditions and Restrictions) 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 Class A membership equal the total votes outstanding in the Class B membership; or

(b) January 2, 1989

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ARTICLE VII

BOARD OF DIRECTORS

The affairs of the Association shall be managed by a Board of not more than nine (9) Directors, of whom three (3) need not be members of the Association, or such other number, not less than five (5), as shall be prescribed in the By-Laws. The names and addresses of the persons who are to act in the capacity of directors until the first annual meeting or until their successors are duly chosen and qualify are:

Name	Address
John H. Pettit	50 W. Montgomery Ave., Rockville, Md. 20850
Barbara G. Melvin	14 Maryland Ave., Rockville, Maryland 20850
Richard B. Pettit	1044 Brice Rd., Rockville, Maryland 20852
Josephine Sibley	20605 Farcroft Lane, Laytonsville, Md. 20879
John Stephen Pettit	1070 Copperstone Ct., Rockville, Md. 20852

At the first annual meeting the members shall elect three Directors for a term of one year, three directors for a term of two years and three directors for a term of three years; and at each annual meeting thereafter the members shall elect three directors for a term of three years, unless otherwise provided for in the By-Laws.

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, and after obtaining consent in writing of at least seventy-five (75) per cent of the first mortgagees. Upon dissolution of the Association, other then incident to a merger or consolidation, all of the common area owned by the Association shall be conveyed to the Maryland National Capital Park and Planning Commission by deed or dedication or such other type of conveyance of title as the said Commission may require at no charge to the Commission. In the event that the Commission refuses to accept the conveyance as aforesaid, then and in such event, the said land shall be conveyed to any non-profit corporation, association, trust or other oganization to be devoted to similar purposes. All other assets of the association shall be conveyed, granted and assigned to any non-profit corporation, association, trust or other organization to be devoted to similar purposes.

ARTICLE IX

DURATION

This Corporation shall exist perpetually.

ARTICLE X

AMENDMENTS

Amendments of these Articles shall require the assent of seventy-five per cent (75%) of the entire membership, and seventy-five per cent (75%) of the first mortgagees.

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 Areas, dedication of Common Areas, dissolution and amendment of these Articles.

IN WITNESS WHEREOF, for the purpose of forming this Corporation under the laws of the State of Maryland, the undersigned has executed these Articles of Incorporation this 29th day of March, 1983.

Witness

Milton F. Clogg

STATE OF MARYLAND,
COUNTY OF MONTGOMERY, to wit:

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I HEREBY CERTIFY that on this 29th day of March, 1984, before the subscriber, a Notary Public in and for the jurisdiction aforesaid, personally appeared MILTON F. CLOGG, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Donna E. Hoffacker, Notary Public

My Commission expires: July 1, 1986

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1984 APR -4 PM 12: 35
CLERK'S OFFICE
MONTGOMERY COUNTY, MD

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS made on the date hereinafter set forth by PETTIT & GRIFFIN, INC., a Maryland Corporation; hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, the Declarant is the owner of certain property in Montgomery County, State of Maryland, which is more particularly described in Schedule A attached hereto and incorporated by reference herein.

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

MISC. 233.00
CHECK 233.00
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APR [illegible]

ARTICLE I

DEFINITIONS

Section 1. "Association shall mean and refer to WESTWIND HOMEOWNERS ASSOCIATION, INC., and 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 purchasers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" 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. "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 Areas.

Section 5. "Declarant" shall mean and refer to PETTIT & GRIFFIN, INC., its successors and assigns, if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purposes of development.

Section 6. "Mortgage". Wherever the word "Mortgage" is used it shall be deemed to include "Deed of Trust".

Section 7. "Declaration". Wherever the word "Declaration" is used herein it shall be deemed to mean that document entitled "Declaration" executed by Pettit & Griffin, Inc., D & A Corp., PCO Limited Partnership, and Pettit & Griffin Profit Sharing Trust Fund, dated the 30th day of June, 1982 and recorded among the Land Records of Montgomery County, Maryland, in Liber 5903 at Folio 756.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration of Covenants, Conditions and Restrictions and the Declaration.

ARTICLE II

RIGHTS OF FLOWER HILL CENTRAL CORPORATION

The Declarant does hereby publish and declare that the Properties are a part of the Flower Hill Project as the same is more particularly mentioned in that certain instrument entitled "Declaration" dated the

Verified By: [signature]

30th day of June, 1982, and recorded among the Land Records of Montgomery County, Maryland, in Liber 5903 at Folio 756 and that the Owners herein are members of the Flower Hill Central Corporation, a non-profit entity incorporated under the laws of the State of Maryland and which is also mentioned in the aforesaid Declaration dated the 30th day of June, 1982 and recorded in Liber 5903 at Folio 756; that by reference thereto, the terms of the said Declaration as aforesaid are incorporated herein by reference thereto.

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ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

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

Section 2. Classes. The Association shall have two classes of voting membership.

Class A. Class A membership shall be all Owners, with the exception of the Declarant, and said Owners 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 them 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 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) January 2, 1989.

ARTICLE IV

COVENANTS FOR MAINTENANCE AND 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 therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association and to the Flower Hill Central Corporation: (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 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.

Section 2. Purpose of Assessments. The assessments levied by the Association and the Flower Hill Central Corporation shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties, and in the case of the Flower Hill Central Corporation, of the Flower Hill Project, and for the improvements and maintenance of the Common Area, and in the case of the Flower Hill Central Corporation, of the community facilities and community properties, and for the establishment of an adequate reserve fund for maintenance, repairs and replacement of those elements on the Common Areas, and in the case of the Flower Hill Central Corporation of the

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community facilities and community properties, which must be replaced from time to time.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment for any lot owned by the developer, or any lot owned by the developer on which a dwelling has been erected, shall be 25% of the annual assessment for that lot, provided, however, that should a dwelling be occupied, the maximum annual assessment shall be the same as that of a lot on which a dwelling has been erected which is not owned by the developer. The maximum annual assessment for any lot on which a single family dwelling has been erected and which is not owned by the developer shall be $180.00. Declarant covenants and agrees that it will fund any and all budget deficits which may be incurred by the Homeowners Association and will maintain the common area at its expense, until such time as the Class B membership mentioned in Article III, Section 2 hereof shall cease.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum assessment may be increased each year not more than 10% above the maximum assessment for the previous year 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 assessment may be increased above 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 assessment at an amount not in excess of the maximum.

(d) The maximum annual assessment of the Flower Hill Central Corporation and the matters and things set forth in subparagraphs (a), (b) and (c) of this Section 3 are more fully set forth in that instrument entitled "Declaration".

Section 4. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 or 4 shall be sent to all members not less than 30 days, nor more than 60 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 the 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 one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Except as otherwise provided with respect to annual assessments in Sections 3 and 4, both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly, quarterly, semi-annual or annual basis.

Section 7. 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 First Lot. 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 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 officer of the Association setting forth whether the assessments on a specific Lot have been paid. A properly executed certificate of the Association as to the status of

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assessments on a Lot is binding upon the Association as of the date of its issuance. In the event of the failure of the Board of Directors to fix the annual assessment for the next insuing assessment period, the said annual assessment shall be the same as that for the previous annual assessment period.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within fifteen (15) days after the due date shall bear interest from the due date at the rate of eighteen per centum (18%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Property. No owner may avoid 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 Mortgages: The lien of the assessment 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 a proceeding in lieu 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.

Section 10. Exempt Property. All Properties dedicated to, and accepted by, a local public authority, and all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Maryland, shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE V

ARCHITECTURAL CONTROL

No building, storage shed fence, wall or other structure, or exterior painting, 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 specifications showing the nature, kind, shape, height, materials, color and location of the same 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. Except that this paragraph shall not apply to initial construction by the Declarants, their successors or assigns.

ARTICLE VI

EXTERIOR MAINTENANCE

In the event an owner of any Lot in the Properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, 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 parcel and to repair, maintain and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which said Lot is subject.

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ARTICLE VII

PROTECTIVE COVENANTS AND RESTRICTIONS

Section 1. All lots shall be used for residential purposes, except for the following: professional offices or a builder's construction or sales office during the construction and sales period.

Section 2. No fence, wall, tree, hedge or shrub planting shall be maintained in such manner as to obstruct sight lines for vehicular traffic. Except as may be required to comply with the prior sentence, no tree of a diameter of more than four inches measured two feet above ground level, lying without the approved building driveway and parking areas, shall be removed without the approval of the Architectural Control Committee.

Section 3. No noxious or offensive activity shall be carried on upon any portion of the Properties, nor shall anything be done thereon that may be or become a nuisance or annoyance to the neighborhood. No exterior lighting shall be directed outside the boundaries of a Lot or other parcel of the Properties.

Section 4. The Declarant shall have the right to grant easements for utility purposes over the common areas until such time as the common area is conveyed unto the Homeowners Association, after which said conveyance the right to grant easements for utility purposes over the common area shall be reserved to the Homeowners Association. Easements for utility purposes within the boundaries of residential lots shall be established by the recorded plat on which the same are shown, or by separate document recorded among the Land Records of Montgomery County, Maryland. If a residential lot has been conveyed to an individual owner, only that owner, his heirs or assigns, shall have the right to grant utility easements within the boundary of said lot.

Section 5. No fence or wall of any kind shall be erected, begun or permitted to remain upon any portion of the Properties unless shown on the deed of dedication plat or unless approved by the Architectural Control Committee.

Section 6. No exterior clothesline, or clothes hanging device, except that of an umbrella-type nature with a diameter not exceeding seven (7) feet, shall be allowed upon any Lot.

Section 7. No sign of any kind larger than one-foot-square shall be displayed to the public view on any Lot, except temporary signs of note more than four square feet advertising the said Lot for sale or rent and except for temporary signs erected by the Declarant in connection with the construction, lease or sale of buildings and lots or other parcels of the Properties.

Section 8. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats, and other household pets may be kept, provided that they are not raised, bred or kept for any commercial purpose.

Section 9. The Association shall have the right (if after 20 days written notice to the Owner of the Lot or Lots involved, setting forth the action intended to be taken, such action has not been taken by the Owner) to trim or prune, at the expense of the Owner, any hedge or other planting that in the opinion of the Architectural Control Committee, by reason of its location or the height to which or the manner in which it is permitted to grow, is detrimental to adjoining property, or is unattractive in appearance. The Association shall further have the right, upon like notice and conditions, to care for any vacant or unimproved lot, and to remove grass, weeds and rubbish therefrom and do any and all things necessary or desirable in the opinion of the Architectural Control Committee to keep such Lot in neat and good order, and at the cost and expense of the Owner.

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Section 10. No exterior antenna for the transmission or reception of a radio or television signals shall be erected or permitted on any building or Lot or other parcel of the Properties.

Section 11. 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 incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. No material or refuse or any container for the same shall be placed or stored in the front of any house, or on the patio or stoop at any time, except in enclosed rear yard, unless required by the collection agency. All trash and garbage shall be placed in covered trash cans in the trash area provided. The Association shall have the right to impound any trash can or garbage receptacle which is placed in violation of this paragraph and to enter onto any Lot for this Purpose.

Section 12. No commercial truck, commercial bus, or other commercial vehicle of any kind, or any boat, boat trailer or recreational vehicle of any kind shall be permitted to be kept upon any portion of the Properties, except as approved by the Architectural Control Committee.

Section 13. No portion of the Properties shall be used for the repair of automobiles, trucks, motorcycles, vans or any other type of motor vehicle, nor shall any vehicles other than a private automobile be parked on any portion of the Properties. No unlicensed vehicle shall remain on the Properties for more than seventy-two (72) hours. After ten (10) days written notice to the Owner of any vehicle parked in violation of this covenant, the Association may remove such vehicle at the expense of the Owner thereof, which said expense may be made a part of the owners regular association dues.

Section 14. No lot shall have an area of less than 6,000 square feet.

The Declarant hereby grants to members of the Association in good standing and their agents and employees an easement upon and across any Lot adjacent to a Lot owned by said member for the purpose of temporary support of ladders during cleaning, painting, and maintenance operations on said member's lot, and an easement over and across all walkways and sidewalks not dedicated to public use.

ARTICLE VIII

Section 1. Notice to Board of Directors. An Owner who mortgages his lot shall, in writing, notify the Board of Directors of the name and address of the mortgagee, and in the event that his mortgage is transferred to another holder, the said lot owner shall notify, in writing, the Board of Directors of the name and address of the new holder of his mortgage. This information shall be maintained by the Board of Directors in a book entitled "Mortgages of Lots".

Section 2. Notice of Unpaid Common Charges or Other Default. The Board of Directors, whenever so requested in writing by a first mortgagee of a Lot shall promptly report any then unpaid common expenses due from, or any other default by, the owner of the mortgaged Lot, which is not cured within sixty (60) days.

Section 3. Notice of Default. The Board of Directors, when giving notice to a Lot Owner of a default in paying common expenses, or other default, shall send a copy of such notice to each first mortgagee with respect to such Lot.

Section 4. Examination of Records. Each Lot Owner and each first mortgagee of a Lot shall have the right to examine the books and records of the Association, during normal business hours.

Section 5. Consents of Mortgagees. Notwithstanding any provision of the within document, the By-Laws or the Articles of Incorporation, or any other instrument or document to the contrary,

neither the owners, nor the Board of Directors shall, without first obtaining the consent in writing of at least seventy-five (75%) percent of the first mortgagees, and the Maryland National Capital Park and Planning Commission commence the following:

(a) abandonment of the Planned Unit Development by a dissolution of the Association and a revocation of the within document and the By-Laws of the Corporation;

(b) partition or subdivision of any of the Common Areas which are held by the Association;

(c) sale, transfer, conveyance or encumbrance of any portion of the Common Areas (it being understood that the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Areas by the Lot Owners shall not be deemed a transfer);

(d) modification of the method of determining the assessments, obligations, dues or other charges which may be levied against an owner;

(e) change, waive or abandon any portion of the aforesaid Declaration, By-Laws, Articles of Incorporation pertaining to the architectural control, maintenance of party walks, common fences and driveways, for upkeep of lawns and plantings in the property covered by said documents;

(f) use of the proceeds of hazard insurance for losses to any Common Area property for other than the repair, replacement or reconstruction of such improvements;

(g) abandonment of and failure to maintain fire and extended coverage on insurable common areas on a current replacement cost basis in an amount not less than 100% of the insurable value (based on current replacement costs).

ARTICLE IX

RIGHTS OF MORTGAGEES

Section 1. Payment of Taxes and Insurance Premiums. There is hereby reserved unto all first mortgagees of any Lots, whether acting jointly or singly, the right to pay real estate taxes or other charges which are in default and which may or have become a lien against any of the Common Area owned by the Association and to pay any premiums in arrears on hazard insurance policies or to secure new hazard insurance coverage in the event of a lapse of a policy covering such Common Area and it is covenanted and agreed that the said mortgagees making the payments as aforesaid shall be entitled to reimbursement for monies so spent, said reimbursement to be made by the said Association.

Section 2. Payment of Assessments. Any first -mortgagee or beneficiary under a Deed of Trust who comes into possession of a Lot pursuant to the remedies provided for in the said first mortgage or first deed of trust, foreclosure of the said mortgage or deed of trust, or deed, or assignment in lieu of foreclosure, shall take title to the Lot free of any claims for unpaid assessments or charges against the Lot on which said first mortgage or first deed of trust was secured which accrue prior to the time that the holder of the first mortgagor or beneficiary under the said first deed of trust comes into possession of the Lot, (except for claims for a pro rata share of such assessments or charges resulting from a pro rate reallocation of such assessments or charges to all lots including the mortgaged Lot).

Section 3. Attendance at Meetings. Any institutional mortgagees of any Lot who desires notice of the annual and special meetings of the Association and the Board of Directors shall notify the Secretary to that effect by Certified Mail-Return Receipt Requested. Any such notice

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shall contain the name and post office address of such institutional mortgagee and the name of the person to whom notice of the annual and special meetings should be addressed. The Secretary of the Association shall maintain a roster of all institutional mortgagees from whom such notices are received and it shall be the duty of the Secretary to mail or otherwise cause the delivery of a notice to each annual or special meeting, as aforesaid, to each such institutional mortgagee, in the same manner and subject to the same requirements and limitations as are provided for with respect to notice of such meetings to the Lot Owners or the Board of Directors, as the case may be. Any such institutional mortgagee shall be entitled to designate a representative to attend any such annual or special meeting and such representative may participate in the discussion at any such meeting and may, upon his request made to the chairman of the meeting in advance of the meeting, address the Lot Owners or the Board of Directors, as the case may be, present at any such meeting. Such representative shall have no voting rights at any such meeting. Such representative shall be entitled to a copy of the minutes of all meetings of the Association and the Board of Directors upon request made in writing to the Secretary.

ARTICLE X

RIGHTS OF MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION

Section 1. Any other provision of the By-Laws, this Declaration or the Articles of Incorporation of the Association to the contrary nothwithstanding, neither the members, the Board of Directors nor the Association shall, by act or omission, take any of the following actions without the prior written consent of the Commission, which consent shall not be unreasonably withheld or delayed:

(a) abandon, partition, dedicate, subdivide, encumber, sell or transfer any of the Common Areas or community facilities; provided, however, that the granting of rights-of-way, easements and the like for public utilities or for other purposes consistent with the use of the Common Areas and community facilities by the members of the Association shall not be considered a transfer within the meaning of this Section; or

(b) abandon or terminate the Declaration; or

(c) modify or amend any material or substantive provision of the Declaration, or the By-Laws or the Articles of Incorporation of the Association; or

(d) merge or consolidate the Association with any other entity or sell, lease, exchange or otherwise transfer all or substantially all of the assets of the Association to any other entity; or

(e) substantially modify the method of determining and collecting assessments as provided in the Declaration.

The Commission shall have the right to bring action for any legal or equitable relief necessary to enforce the rights and powers granted to the Commission hereunder.

ARTICLE XI

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owners, 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 any one or these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

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Section 3. Amendment. The Covenants and restrictions of this Declaration shall run with and bind the land for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first thirty (30) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any such instrument shall become effective upon recordation.

Section 4. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members, provided, however, that the consent of Maryland-National Capital Park and Planning Commission shall be obtained before any annexations or additions to the association are made.

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 Area, and amendment to this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein has hereunto set its hand and seal this ____ day of _____, 19__.

Attest:

Richard B. Pettit, Secretary

PETTIT & GRIFFIN, INC.

By _____ (SEAL)
John R. Neale, Jr., President

STATE OF MARYLAND,
COUNTY OF MONTGOMERY, to wit:

I HEREBY CERTIFY that on this 29th day of March, 1984, before the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared JOHN R. NEALE, JR., who acknowledged himself to be the President of PETTIT & GRIFFIN, INC. and that he, as such officer, being authorized so to do, executed the aforegoing instrument for the purposes therein contained, by signing the name of said corporation by himself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and notarial seal on the day and year above written.

Donna E. Hoffacker, Notary Public

My Commission expires: July 1, 1986

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SCHEDULE A

Lots numbered 57 through 72, both inclusive, in Block lettered "J"; Lots numbered 1 through 9, both inclusive, in Block lettered "Q"; and Lots numbered 1 and 2 and 15 through 19, both inclusive, in Block lettered "R", in the subdivision known as "PLAT SEVENTEEN, FLOWER HILL" as per Plat thereof duly recorded among the Land Records of Montgomery County, Maryland, in Plat Book 122 at Plat 14330, and

Lots numbered 120 through 123, both inclusive, in Block lettered "J"; Lots numbered 1 through 8, both inclusive, in Block lettered "O" and Lots numbered 11 through 18, both inclusive, in Block lettered "S", in the subdivision known as "PLAT EIGHTEEN, FLOWER HILL" as per Plat thereof duly recorded among the Land Records of Montgomery County, Maryland, in Plat Book 122 at Plat 14331, and

Lots numbered 73 through 84, both inclusive, and 114 through 119, both inclusive, in Block lettered "J"; Lots numbered 9 through 15, both inclusive, in Block lettered "O"; Lots numbered 7 through 14, both inclusive, in Block lettered "R"; Lots numbered 1 through 10, both inclusive, and 19 through 27, both inclusive, in Block lettered "S"; and Lots numbered 1, 33 and 34, in Block lettered "T", in the subdivision known as "PLAT 21, FLOWER HILL" as per Plat thereof duly recorded among the Land Records of Montgomery County, Maryland, in Plat Book 124 at Plat 14545, and

Lots numbered 85 through 113, both inclusive, in Block lettered "J"; and Lots numbered 2 through 32, both inclusive, in Block lettered "T", in the subdivision known as "PLAT 22, FLOWER HILL" as per Plat thereof duly recorded among the Land Records of Montgomery County, Maryland, in Plat Book 124 at Plat 14548, and

Lots numbered 10 through 14, both inclusive, in Block lettered "Q"; and Lots numbered 3 through 7, both inclusive, in Block lettered "P" in the subdivision known as "PLAT 23, FLOWER HILL" as per Plat thereof duly recorded among the Land Records of Montgomery County, Maryland, in Plat Book 122 at Plat 14334, and

Lots numbered 16 and 17, in Block lettered "O"; Lots numbered 1 and 2, in Block lettered "P" and Lots numbered 3 through 6, both inclusive, in Block lettered "R", in the subdivision known as "PLAT 24, FLOWER HILL" as per Plat thereof duly recorded among the Land Records of Montgomery County, Maryland, in Plat Book 122 at Plat 14361.

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LOT	BLOCK	TAX ACCT. #
57	J	2307995
58	J	2308000
59	J	2308011
60	J	2308022
61	J	2308033
62	J	2308044
63	J	2308055
64	J	2308066
65	J	2308077
66	J	2308088
67	J	2308090
68	J	2308102
69	J	2308113
70	J	2308124
71	J	2308135
72	J	2308146
73	J	2363273
74	J	2363284
75	J	2363295
76	J	2363307
77	J	2363318
78	J	2363320
79	J	2363331
80	J	2363342
81	J	2363353
82	J	2363364
83	J	2363375
84	J	2363386
85	J	2362677
86	J	2362688
87	J	2362690
88	J	2362702
89	J	2362713
90	J	2362724
91	J	2362735
92	J	2362746
93	J	2362757
94	J	2362768
95	J	2362770
96	J	2362781
97	J	2362792
98	J	2362804
99	J	2362815
100	J	2362826
101	J	2362837
102	J	2362848
103	J	2362850
104	J	2362861
105	J	2362872
106	J	2362883
107	J	2362894
108	J	2362906
109	J	2362917
110	J	2362928
111	J	2362930
112	J	2362941
113	J	2362952
114	J	2363397
115	J	2363400
116	J	2363411
117	J	2363422
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122	J	2308330
123	J	2308341

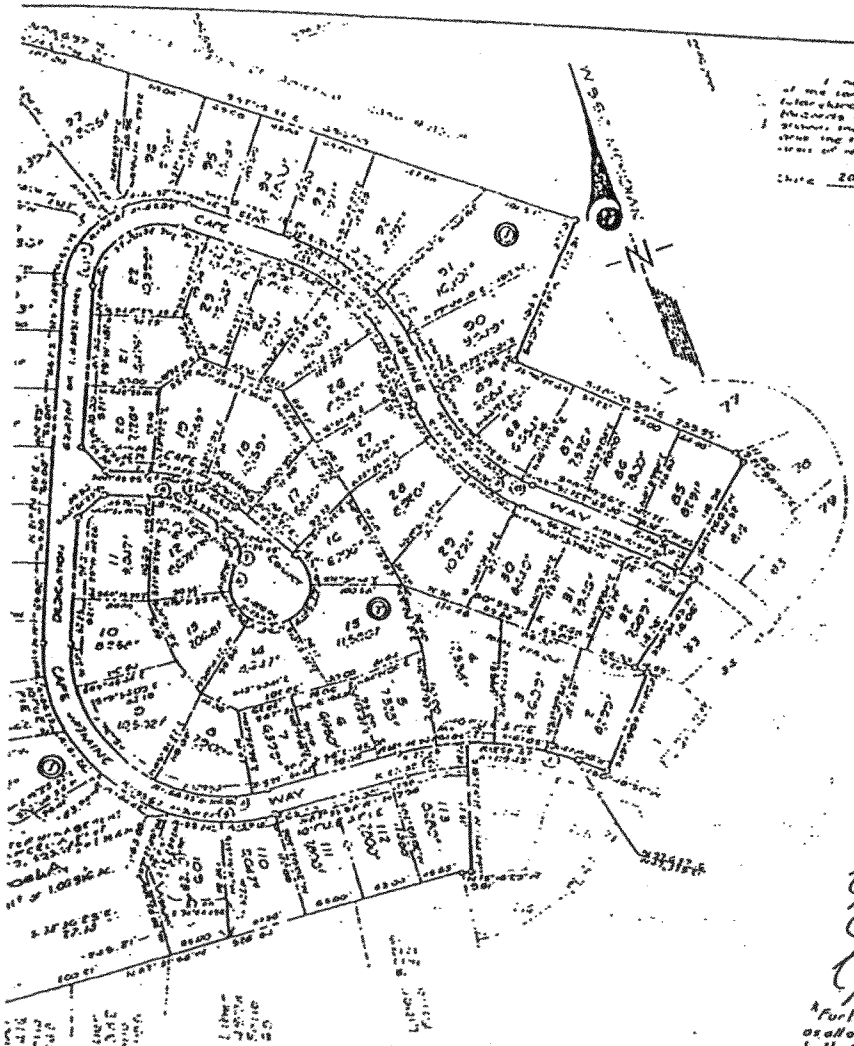
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LOT	BLOCK	TAX ACCT. #
1	O	2308363
2	O	2308374
3	O	2308385
4	O	2308396
5	O	2308408
6	O	2308410
7	O	2308421
8	O	2308432
9	O	2363455
10	O	2363466
11	O	2363477
12	O	2363488
13	O	2363490
14	O	2363502
15	O	2363513
16	O	2311281
17	O	2311292
1	P	2311304
2	P	2311315
3	P	2309755
4	P	2309766
5	P	2309777
6	P	2309788
7	P	2309790
1	Q	2308168
2	Q	2308170
3	Q	2308181
4	Q	2308192
5	Q	2308204
6	Q	2308215
7	Q	2308226
8	Q	2308237
9	Q	2308248
10	Q	2309813
11	Q	2309824
12	Q	2309835
13	Q	2309846
14	Q	2309857
1	R	2308250
2	R	2308261
3	R	2311326
4	R	2311337
5	R	2311348
6	R	2311350
7	R	2363524
8	R	2363535
9	R	2363546
10	R	2363557
11	R	2363568
12	R	2363570
13	R	2363581
14	R	2363592
1	S	2363604
2	S	2363615
3	S	2363626
4	S	2363637
5	S	2363648
6	S	2363650
7	S	2363661
8	S	2363672
9	S	2363683
10	S	2363694
11	S	2308443
12	S	2308454
13	S	2308465
14	S	2308476
15	S	2308487

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LOT	BLOCK	TAX ACCT. #
16	S	2308498
17	S	2308501
18	S	2308512
19	S	2363706
20	S	2363717
21	S	2363728
22	S	2363730
23	S	2363741
24	S	2363752
25	S	2363763
26	S	2363774
27	S	2363785
1	T	2363796
2	T	2362963
3	T	2362974
4	T	2362985
5	T	2362996
6	T	2363001
7	T	2363012
8	T	2363023
9	T	2363034
10	T	2363045
11	T	2363056
12	T	2363067
13	T	2363078
14	T	2363080
15	T	2363091
16	T	2363103
17	T	2363114
18	T	2363125
19	T	2363136
20	T	2363147
21	T	2363158
22	T	2363160
23	T	2363171
24	T	2363182
25	T	2363193
26	T	2363205
27	T	2363216
28	T	2363227
29	T	2363238
30	T	2363240
31	T	2363251
32	T	2363262
33	T	2363808
34	T	2363810

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PACKET



SURVEYOR'S CERTIFICATE

I hereby certify that the plan shown hereon is correct, that it is a subdivision of part of the land conveyed by Frank M. Hruska & Sons Farm, Inc. to Hills Point Limited Partnership by deed dated September 19, 1983 and recorded among the Land Records of Montgomery County, Maryland in Liber 5483 at Folio 731, that reinforced concrete monuments will be set as shown hereon, that all the requirements of Montgomery County Code, Chapter 50, as amended, have been complied with insofar as they are within the purview of my professional duties.

Date 20 JULY 1982

James W. Andrews
Professional Land Surveyor
Maryland No. 2811

OWNER'S DEDICATION

We, Pattie and Griffin, Inc., a Maryland Corporation, by John R. Neale, Jr., President, and Richard B. Pattie, Secretary, owner of the property shown hereon and described on the Surveyor's Certificate, hereby adopt this plan of subdivision, establish the minimum building restriction lines, as shown, dedicate the streets to public use.

Further, we establish storm easements 25 feet wide along the stream and across all lots and the parcel as required by Montgomery County Ordinance No. 4-113, said storm easements shall be established after all required public improvements, including said easements have been satisfactorily completed and have been accepted for maintenance by Montgomery County, Maryland.

Further, we grant to Montgomery County, Maryland, its successors and assigns, forever, a ten foot wide Public Improvements Easement along all tertiary roads only, shown hereon as "10' P.I.E." with the terms and provisions as set forth in that certain document entitled "Declaration of Easement" recorded among the Land Records of Montgomery County, Maryland, in Liber 6209 at Folio 709, which said terms are incorporated herein by this reference.

Further, we grant to the Washington Suburban Sanitary Commission, its successors and assigns, easements as shown hereon, if any, and the "10' P.U.E." for construction, reconstruction, maintenance, and operation of water mains, sanitary sewers and appurtenances, and the grant to the parties named in a document entitled "Declaration of Terms and Provisions of Public Utility Easements" as recorded in Liber 5834 at Folio 457 of the aforesaid Land Records, public utility easements shown hereon on "LOT 113" subject to all current and applicable regulations of all federal, state and local governing agencies.

There are no suits or actions, leases, liens, or trusts on the property included in the plat of subdivision except a certain deed of trust and all parties in interest thereto have below indicated their assent.

Date: 10/12/83

PATTIE & GRIFFIN, INC.

Attest: Richard B. Pattie
Richard B. Pattie, Secretary

By: John R. Neale, Jr., President

Date: 10/12/83

We, the undersigned, assent to this plat of subdivision.

Bank Name

By: _____ Vice President

Witness: _____

John Stephen Pattie

Witness: _____

John Stephen Pattie

Witness: _____

John Stephen Pattie

Witness: _____

Witness: _____

Richard E. Talbert

Witness: _____

"Further we establish a Storm Water Management Easement Area shown hereon as all of Parcel 'A' and Part of Lots 107, 106 & 105, Block 'J' to be granted to and maintained by the Homeowners Association; said Storm Water Management Easement Area also being for Montgomery County, Maryland its agents and contractors for the right of entry and the purpose of inspecting, operating, installing, constructing, reconstructing, maintaining or repairing the Storm Water Management Easement Area.

Note: This development conforms to the requirements of Chapter 59-E of the Montgomery County Code to provide "Moderately Priced Dwelling Units".

This property has within it 8.91 forest acres, a reforestation or afforestation requirement will be determined at time of site plan review. Development must be in accordance with an approved management plans. Initial construction activity, i.e. any future construction on the lots shown hereon, including, but not limited to, the placement of fill, sediment control devices, or removal of trees, is subject to the requirements set forth in a Declaration of Covenants as recorded among the Land Records of Montgomery County, Maryland.

For Public Water & Sewer Systems Only

CURVE DATA

Number	Radius	Arc	Chord	Bearing

283281180150 602054 0702174 0 PN

Plat 22

FLOWER HILL

Lots 85-113 and Parcel A, Block J
and
Lots 2-92, Block T

G.D. 18 THERSBURG ELECTION DISTRICT #9 - MONTGOMERY COUNTY, MARYLAND

Scale: 1" = 100' July 1982

PRINTED
APR 22 1968

Capital Park & Planning Commission
Montgomery County Planning Board

August 4, 1983

Secretary-Treasurer

Montgomery County, Maryland
Department of Transportation

APPROVED October 28, 1983

By: Richard E. Montgomery FOR Director

File Number 550-100

F.I.A. Number 82-170

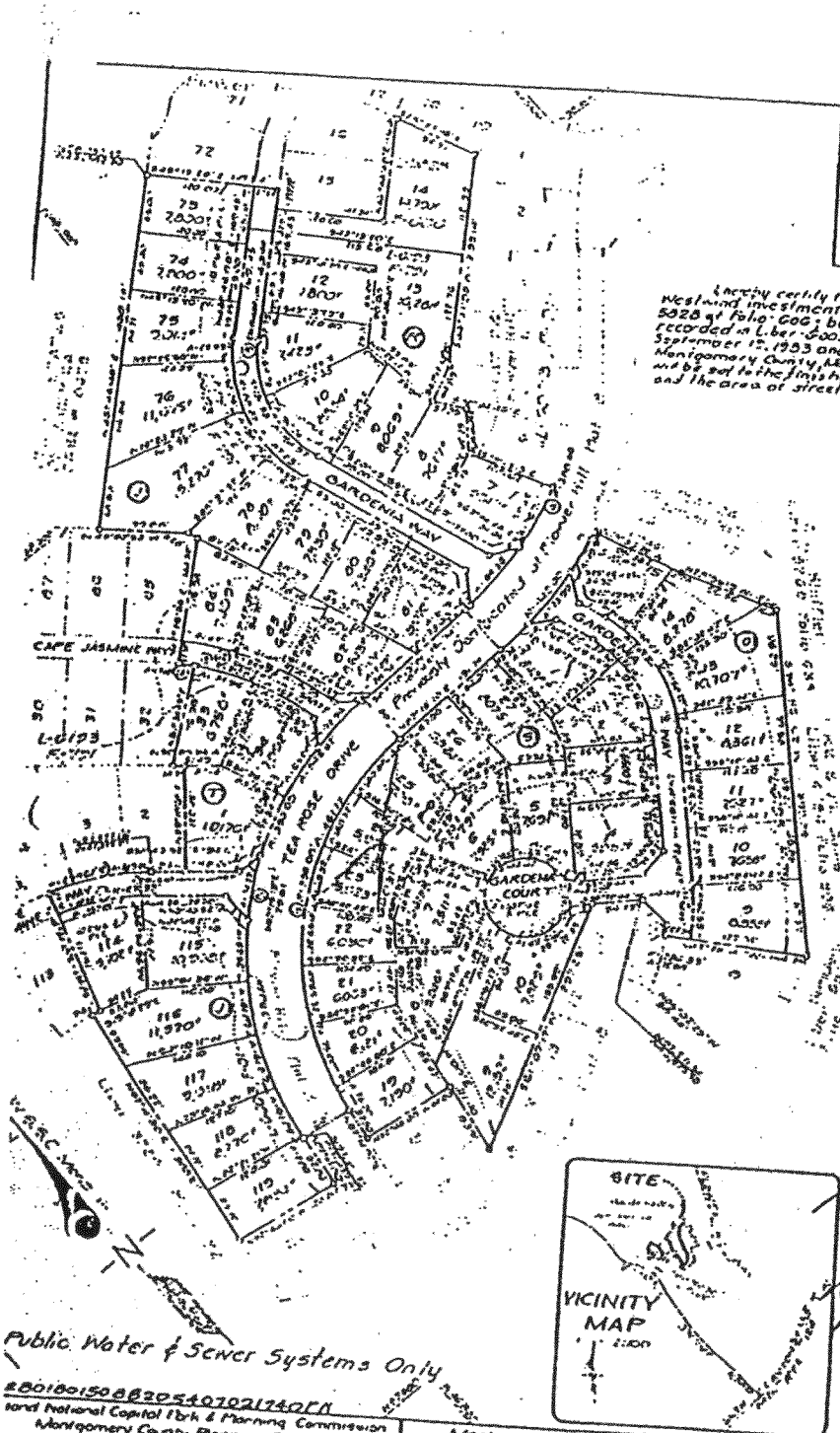
Recorded Nov 23, 1983
Plat Book 124
Plat Number 14548

GREENHORNE & O'MARA, INC.
ENGINEERS - ARCHITECTS - PLANNERS - SURVEYORS
1717 HUNGERFORD DRIVE - SUITE 20
ROCKVILLE, MARYLAND 20850

SHEET 2 OF 2
AS BUILT
OUT-LOT 85 IN

550-100

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Westwind

CURVE DATA

SURVEYOR'S CERTIFICATE:

I hereby certify that the plan shown hereon is correct; that it is a subdivision of part of the land co
Westwind Investments Corp. to Pettit & Griffin, Inc. by deed dated January 20, 1982 and recorde
5828 at Folio 606; by Westwind Investments Corp. to Pettit & Griffin, Inc. by deed dated January 20,
recorded in Liber 5903 at Folio 001; by Westwind Investments Corp. to Pettit & Griffin, Inc. by dee
September 15, 1983 and recorded in Liber 6139 at Folio 701 all of the Land Records of
Montgomery County, Maryland; that iron pipe shown thus: ○ , and concrete monuments shown
will be set to the finished grade and the final area included in this plan of subdivision is 11.9252
and the area of street dedication by this plat is 1.1874 acres.

Date 20 JULY 1982

James W. Andrews
James W. Andrews
Professional Land Surveyor
Maryland No 6471

Note: This instrument conforms to the requirements of Chapter 19-A of the Montgomery County Code for plats. Monuments shall be installed as required by the Code. This plan was submitted for approval within the time limit established by Section 50-35(h) of the Code. Lot corners shall be set in accordance with the approved development plan.

OWNER'S DEDICATION

We, Pettit & Griffin, Inc., a Maryland Corporation, by John R. Neale, Jr. and Richard B. Pettit, Secretary, owner of the property shown hereon and in the Surveyor's Certificate, hereby adopt this plan of subdivision, establish minimum building restriction lines, and dedicate the streets to public use.

Further, we establish slope easements 25 feet wide along the streets as all lots as required by Montgomery County, Ordinance No. 7-115, and slope and/or retaining walls after all required public improvements abutting ments have been satisfactorily completed and have been accepted for ma by Montgomery County, Maryland.

Further, we grant to Montgomery County, Maryland, its successors easements, forever, a ten foot wide Public Improvements Easement along a roads as shown hereon as "10' P.I.E." with the terms and provisions of which said terms are incorporated herein by this reference.

Further, we grant to the Washington Suburban Sanitary Commission, successors and assigns, easements as shown hereon, if any, and the 10' P.I.E. for construction, reconstruction, maintenance, and operation of water mains, sanitary sewers and appurtenances, and we grant to the parties a easement, utilities, Declaration of Terms and Provisions of Public Utility Easements" dated as recorded in Liber 3493 at Folio 257 of the Montgomery County Land Rec

There are no suits or actions, leases, liens or trusts on the property in this plat of which we have notice, except a certain Deed of Trust and the parties thereto have duly indicated their assent.

Date 10/12/83

Attest: Richard B. Pettit
Richard B. Pettit, Secretary

PETTIT & GRIFFIN, INC.
By: John R. Neale, Jr.
John R. Neale, Jr., President

We hereby assent to this plan of subdivision.

Date 10/12/83

RIGGS NATIONAL BANK OF WASHINGTON, DISTRICT OF COL

John Stephen Pettit
John Stephen Pettit
John Stephen Pettit
John Stephen Pettit

Richard E. Forbes
Richard E. Forbes

SITE

VICINITY MAP
1" = 2000'

Public Water & Sewer Systems Only

E801801508820540702174401A

Maryland National Capital Park & Planning Commission
Montgomery County Planning Board

APPROVED: August 4, 1983

Chairman

Secretary-Treasurer

M-NCPPC File Number 550-99

Montgomery County, Maryland
Department of Transportation

APPROVED: OCTOBER 28, 1983

By: Robert Z. Mengerson
For Director

P.I.A Number 83-169

Plot 21

FLOWER HILL

Lots 73-84 and 113-119, Block J;
Lots 9, Block O;
Lots 14, Block P, Lots 1-10 and 12-27 Block S;
1, Parcel A, 35 and 36, Block T

GAITHERSBURG ELECTION DISTRICT #9 - MONTGOMERY COUNTY, MARYLAND

Scale 1" = 100'

May 1982

PRIN

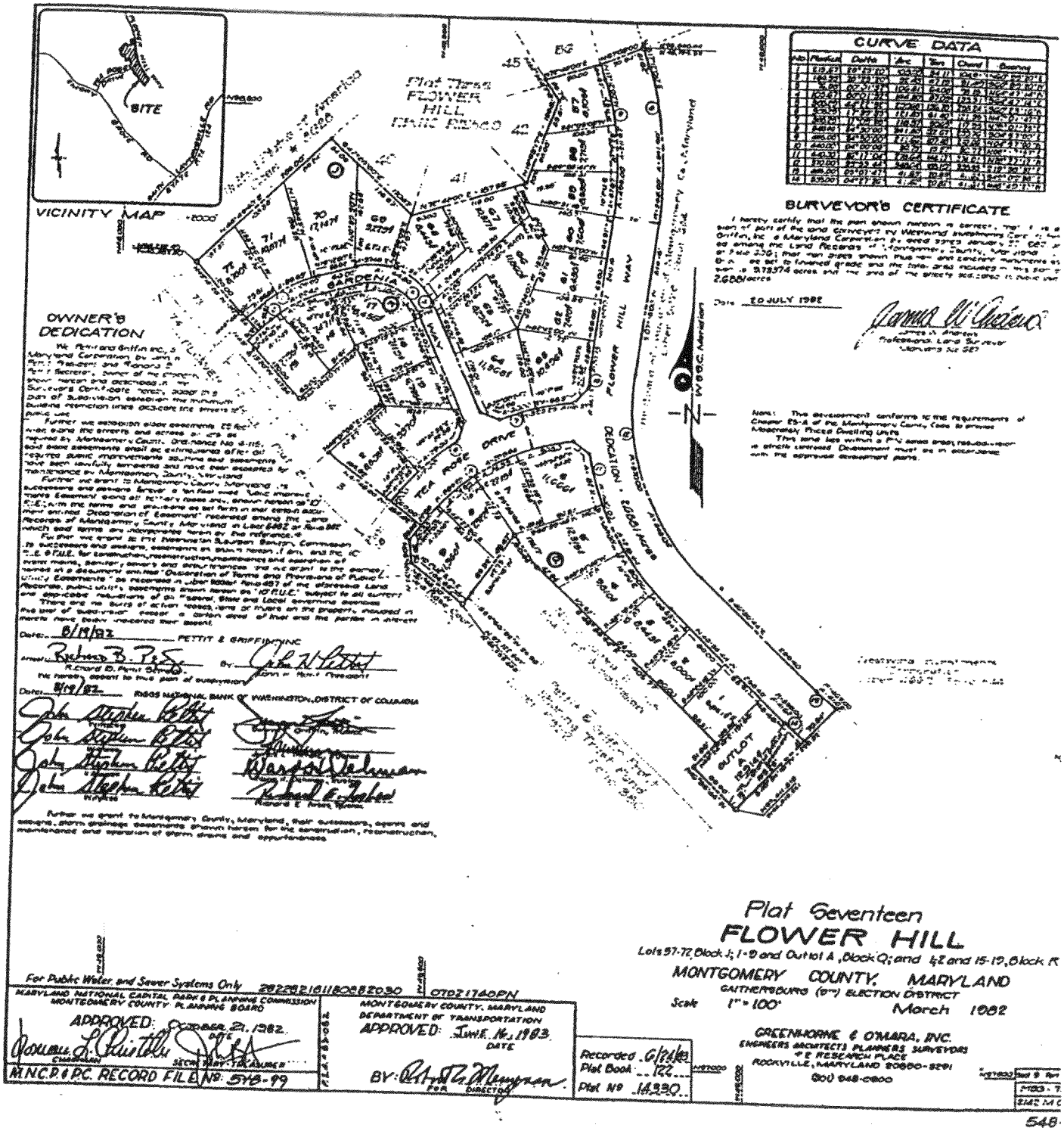
APR 2 2

Recorded May 22, 1984
Plat Book 124
Plat Number 14545

GREENHORNE & O'MARA, INC.
ENGINEERS - ARCHITECTS - PLANNERS - SURVEYORS
12 RESEARCH PLACE
ROCKVILLE, MARYLAND 20850-3291
301 738-0933

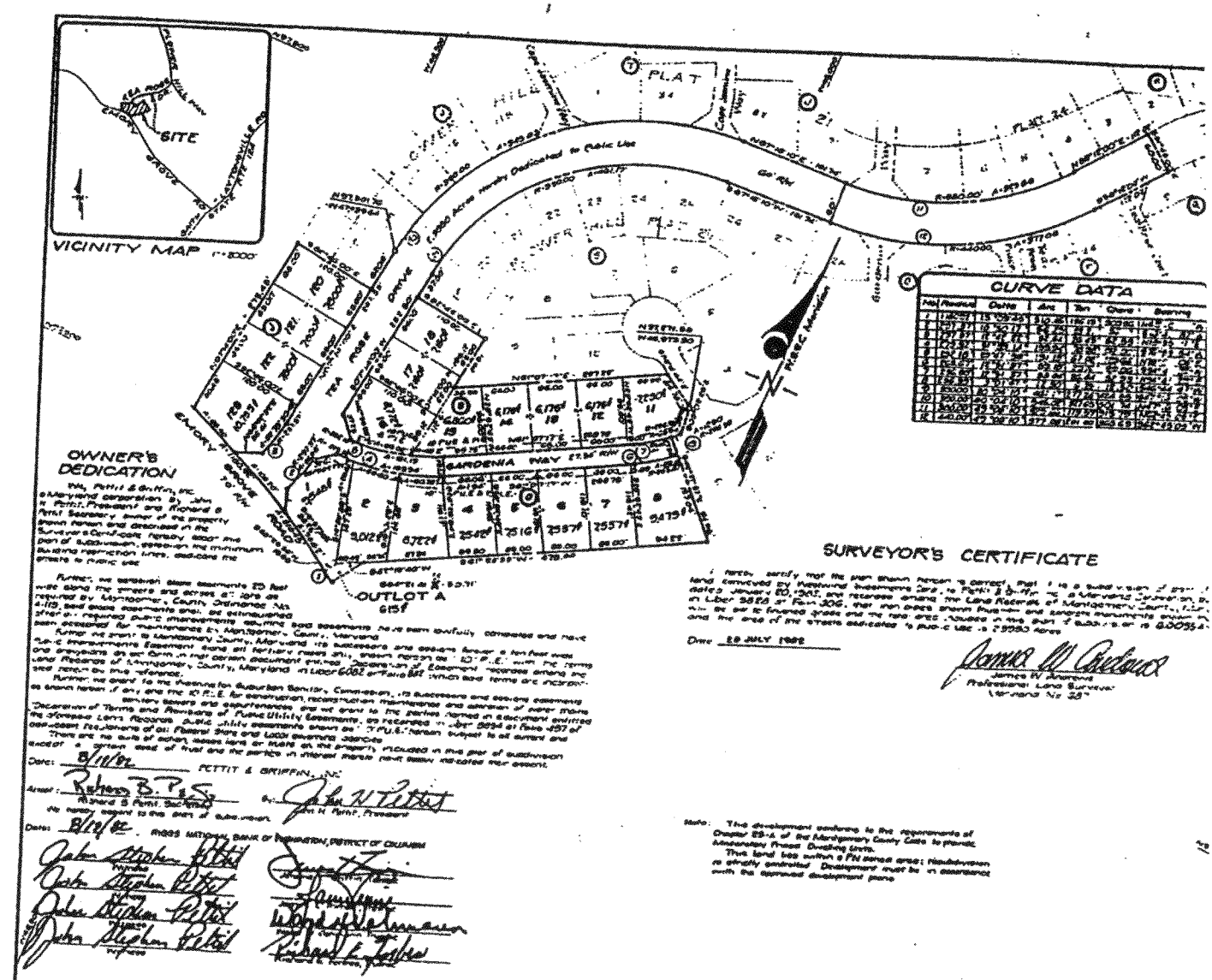
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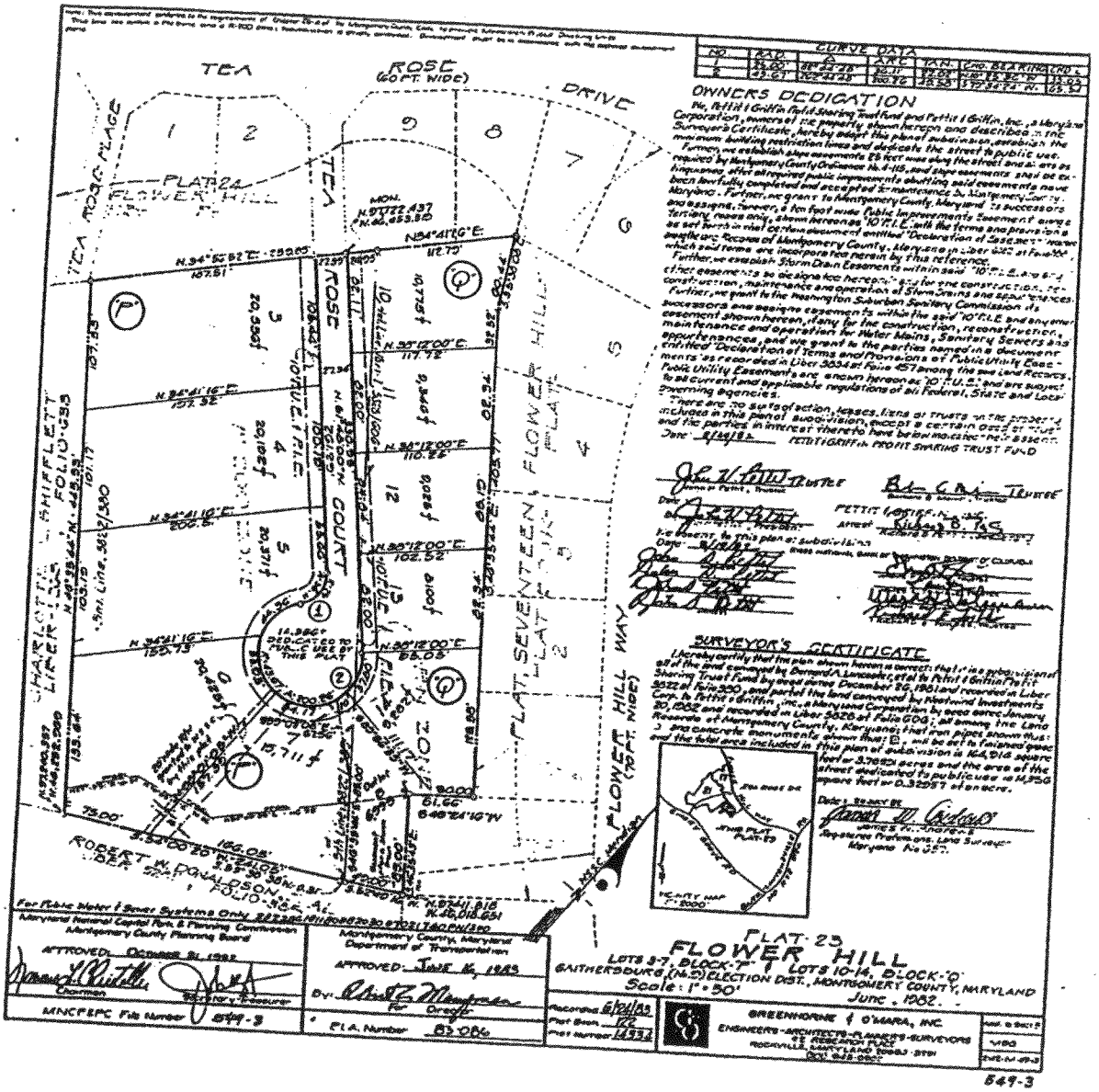


548

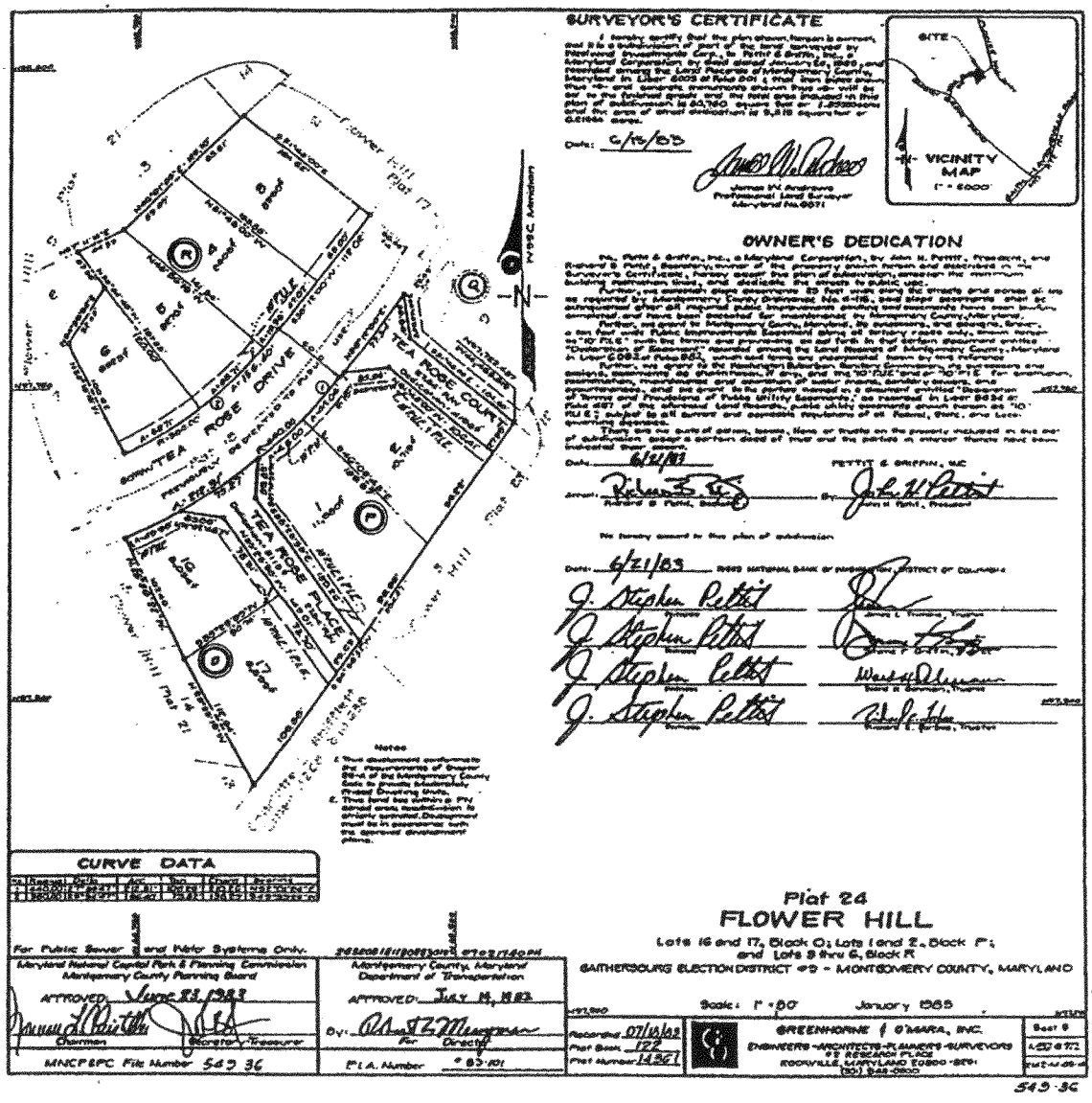
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BY-LAWS

OF

WESTWIND HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION. The name of the corporation is WESTWIND HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the corporation shall be located at 50 West Montgomery Avenue, Suite 300, Rockville, Maryland 20850, but meetings of members and directors may be held at such places within the State of Maryland, County of Montgomery as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

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Section 1. "Association" shall mean and refer to WESTWIND HOMEOWNERS ASSOCIATION, INC., and 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 security for the performance of an obligation.

Section 3. "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 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 Areas.

Section 5. "Declarant" shall mean and refer to PETTIT & GRIFFIN, INC., their successors and assigns, if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purposes of development.

Section 6. "Mortgage". Wherever the word "Mortgage" is used it shall be deemed to include "Deed of Trust".

Section 7. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration of Covenants, Conditions and Restrictions.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the 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 7:00 o'clock p.m. If the day for the annual meeting of the members is a Saturday, Sunday or legal holiday, the meeting will be held on the same hour of the first day following which is not a Saturday, Sunday or legal holiday.

Section 2. Special Meetings. 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 (¼) of all of the votes of the Class A membership.

Section 3. Notice of Meetings. 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 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, 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. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, forty percent (40%) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration of Covenants, Conditions and Restrictions, 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 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 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 conveyance by the member of his lot.

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ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of Nine Directors, of whom three need not be members of the Association, provided that the initial number of directors, who shall hold office until the first annual meeting shall be five, who need not be members.

Section 2. Term of Office. At the first annual meeting the members shall elect three directors for a term of one year, three directors for a term of two years and three directors for a term of three years; and at each annual meeting thereafter the members shall elect three directors for a term of three years.

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 successors 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 of the Board of Directors shall be made by a 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. 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 as many 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 may be made from among members or non-members, subject to provisions of Article IV, Section 1 hereof.

Section 2. Election. Election of 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 of Covenants, Conditions and Restrictions. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

MEETINGS OF DIRECTORS

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Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a Saturday, Sunday or legal holiday, then that meeting shall be held at the same time on the next day which is not a Saturday, Sunday or 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 Areas 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 the right to use of the recreational facilities of a 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 of Covenants, Conditions and Restrictions;

(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 may 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 (¼) of the Class A members who are 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 of Covenants, Conditions and Restrictions, 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 annual 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.

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(d) issue, or to cause an appropriate officer to issue, upon demand by any person, 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; designated as Common Areas A, B and C;

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

(g) cause the common Areas to be maintained and elements thereon to be repaired and replaced when necessary in the opinion of the Board.

(h) the directors shall at all times during the duration of the Association maintain a post office box, the number and address of which shall be made available to all of the members of the Association, institutions holding mortgages encumbering the dwelling units of the members of the Association, the appropriate agents of local, state and Federal governments or political subdivision thereof, suppliers and employees of the Association, and all other parties who would be legally entitled to such information.

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.

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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 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 of 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 checks and promissory notes.

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 Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

(d) The treasurer shall receive and deposit in an appropriate bank account all funds paid to the Association and shall disburse such funds in accordance with the directions of the Board of Directors; shall sign all checks and keep proper books of account. The Treasurer shall furnish the Flower Hill Central Corporation with all information required by the Central Corporation to enable the Central Corporation to file State of Maryland Franchise Tax Returns, and Federal and State Corporation Tax Returns, if required, and to cause an annual audit to be made by a public accountant at the completion of each fiscal year. The Treasurer 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. Further the Treasurer shall report to the Board of Directors any real estate taxes, front foot benefit charges or special improvement assessments which may be due and which would constitute a lien on Common Area.

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ARTICLE IX

REPRESENTATIVES AND ALTERNATE TO THE FLOWER HILL CENTRAL CORPORATION

There shall be three (3) representatives and one alternate elected to represent this Association in all matters pertaining to the Flower Hill Central Corporation. The nomination, election and duration of office of the said three (3) representatives and the alternate shall be the same as that of the Board of Directors of this Association.

ARTICLE X

POWERS AND DUTIES OF REPRESENTATIVES AND ALTERNATE OF THE FLOWER HILL CENTRAL CORPORATION

The duly elected representatives and alternate to the Flower Hill Central Corporation shall have the duty of attending all meetings of the Flower Hill Central Corporation representing this Association to the best of the ability and when appropriate, casting a block vote for this Association.

ARTICLE XI

COMMITTEES

The Association shall appoint an Architectural Control Committee, as provided in the Declaration of Covenants, Conditions and Restrictions, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint such other Committee as it in its discretion shall deem necessary for the preservation of the Common Area and facilities, and the proper functioning of the Association. The Board of Directors shall name the chairman and members of the Committees, which said chairman and members shall serve at the pleasure of the Board and the Board shall designate the rights, powers and duties of the said Committees.

ARTICLE XII

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 of Covenants, Conditions and Restrictions, 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 XIII

ASSESSMENTS

As more fully provided in the Declaration of Covenants, Conditions and Restrictions, 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 fifteen (15) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of eighteen per centum (18%) per annum, adjusted on a 360 day basis 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 nonuse of the Common Area or abandonment of his Lot.

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ARTICLE XIV

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: WESTWIND HOMEOWNERS ASSOCIATION, INC.

ARTICLE XV

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 or the Veterans Administration shall have the right to veto amendments while there is Class B membership, where applicable.

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 any conflict between the Declaration of Covenants, Conditions and Restrictions and these By-Laws, the Declaration of Covenants, Conditions and Restrictions shall control.

ARTICLE XVI

MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December 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 WESTWIND HOMEOWNERS ASSOCIATION, INC. have hereunto set our hands and seals this 29th day of March, 1984.

Witness — John H. Pettit (SEAL)
John H. Pettit

Witness — Barbara G. Melvin (SEAL)
Barbara G. Melvin

Witness — Richard B. Pettit (SEAL)
Richard B. Pettit

Witness — Josephine Sibley (SEAL)
Josephine Sibley

Witness — John Stephen Pettit (SEAL)
John Stephen Pettit

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting Secretary of WESTWIND HOMEOWNERS 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 29th day of March, 1984.

IN WITNESS WHEREOF, I have hereunto subscribed my names and affixed the seal of said Association this 29th day of March, 1984.

Secretary

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Amendments to the Bylaws of the Westwind Homeowners Association, Inc.

Adopted on April 19, 2000

1. Article III, Section 1 of the Bylaws is amended to read as follows:
Section 1. Annual Meetings. The annual meeting of the members shall be held on the third Wednesday of March each year at a time and place to be determined by the Board of Directors.

2. Article III, Section 4 of the Bylaws is amended to read as follows:
Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, twenty-five percent (25%) of the votes of the membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration of Covenants, Conditions and Restrictions, or these Bylaws. If however, such quorum shall not be present or represented at any meeting, another meeting may be called so long as the procedures and notice and advertisement requirements set forth in the Maryland Annotated Code, Corporations and Associations Article, # 5-206, as amended, are followed. So long as these requirements are met, at the additional meeting, the members present in person or by proxy shall constitute a quorum. A majority of the members present in person or by proxy may approve or authorize the proposed action at the additional meeting and may take any other action which could have been taken at the original meeting if a sufficient number of members had been present.

3. Article IV, Section 3 of the Bylaws is amended to read as follows:
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. Any Director may resign from the Board at any time by providing notice of such resignation to the Board. Such resignation shall be deemed official upon acceptance by the remaining Board members. The occurrence of any of the following circumstances shall be deemed a resignation by a director from the Board: 1. failure of the director to attend three (3) consecutive Board meetings without reasonable excuse accepted by the remaining Board members; 2. forty-five (45) day delinquency in payment of assessments, fines or other charges which have been assessed by the Association; and, 3. failure to timely cure of abate and violations of the governing documents or duly adopted rules and regulation after notice and hearing. 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.

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Amendments to the Bylaws of the Westwind Homeowners Association, Inc.

Adopted on April 19, 2000

4. Article VI, Section 1 of the Bylaws is amended to read as follows:

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly on the third Wednesday of each month at such place and hour as may be fixed from time to time by resolution of the Board. Notice of the day, time and location of the regular meetings shall be given to the members on an annual basis.

5. Article VII, Section 1 (a) of the Bylaws is amended to read as follows:

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

(a) adopt and publish rules and regulations governing the use of the Properties of the Association and the personal conduct of the members and their guests thereon, and to establish penalties and/or fines for the infraction thereof.

6. Article XIII of the Bylaws is amended to read as follows:

As more fully provided in the Declaration of Covenants, Conditions, and Restrictions, each member is obligated to pay to the Association annual and special assessments, any fines assessed for violations of the governing documents and any duly adopted rules and regulations, and any maintenance and other costs charged to an owner pursuant to the Declaration of Covenants, Conditions and Restrictions, these Bylaws or any duly adopted Rules and Regulations, which are secured by a continuing lien upon the property against which the assessment, fines, and maintenance and other costs are made. Any assessments, fines, and maintenance and other costs which are not paid when due shall be delinquent. If the assessment, fines, and maintenance and other costs are not paid within fifteen (15) days after the due date, the assessment, fines, and maintenance and other costs shall bear interest from the date of delinquency at the rate of eighteen per cent (18%) per annum, adjusted on a 360 day basis 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, fines, and maintenance and other costs, whether or not legal action is pursued. 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.

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AMENDMENT TO BYLAWS OF WESTWIND HOMEOWNERS ASSOCIATION, INC.

WHEREAS, Article XV, Section 1 of the Bylaws of Westwind Homeowners Association, Inc. (hereinafter "Association") provides the Bylaws 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;

WHEREAS, the Board of Directors has determined it is in the best interests of the Association to adopt an amendment to the Bylaws regarding the operation of the Association;

NOW THEREFORE, by a majority vote of a quorum of members present in person or by proxy, it is hereby declared that the Bylaws of Westwind Homeowners Association, Inc. shall be amended as follows:

1. Article III, Section 1 of the Bylaws is amended to read as follows:

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SEP 15 2000
CLERK OF THE CIRCUIT COURT
MONTGOMERY COUNTY, MD.

Section 1. Annual Meetings. The annual meeting of the members shall be held on the third Wednesday of March each year at a time and place to be determined by the Board of Directors.

Article III, Section 4 of the Bylaws is amended to read as follows:

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, twenty-five percent (25%) of the votes of the membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration of Covenants, Conditions and Restrictions, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, another meeting may be called so long as the procedures and notice and advertisement requirements set forth in the Maryland Annotated Code, Corporations and Associations Article, § 5-206, as amended, are followed. So long as these requirements are met, at the additional meeting, the members present in person or by proxy shall constitute a quorum. A majority of the members present in person or by proxy may approve or authorize the proposed action at the additional meeting and may take any other action which could have been taken at the original meeting if a sufficient number of members had been present.

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3. Article IV, Section 3 of the Bylaws is amended to read as follows:

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. Any director may resign from the Board at any time by providing notice of such resignation to the Board. Such resignation shall be deemed official upon acceptance by the remaining Board members. The occurrence of any of the following circumstances shall be deemed a resignation by a director from the Board: (1) failure of the director to attend three (3) consecutive Board meetings without reasonable excuse accepted by the remaining Board members; (2) forty-five (45) day delinquency in payment of assessments, fines or other charges which have been assessed by the Association; and (3) failure to timely cure or abate any violations of the governing documents or duly adopted rules and regulations after notice and hearing. In the event of death, resignation or removal of a director, his successors shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

4. Article VI, Section 1 of the Bylaws is amended to read as follows:

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly on the third Wednesday of each month at such place and hour as may be fixed from time to time by resolution of the Board. Notice of the day, time and location of the regular meetings shall be given to the members on an annual basis.

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(a) adopt and publish rules and regulations governing the use of the Properties of the Association and the personal conduct of the members and their guests thereon, and to establish penalties and/or fines for the infraction thereof;

6. Article XIII of the Bylaws is amended to read as follows:

As more fully provided in the Declaration of Covenants, Conditions and Restrictions, each member is obligated to pay to the Association annual and special assessments, any fines assessed for violations of the governing documents and any duly adopted rules and regulations, and any maintenance and other costs charged to an owner pursuant to the Declaration of Covenants, Conditions and Restrictions, these Bylaws or any duly adopted Rules and Regulations, which are secured by a continuing lien upon the property against which the assessment, fines, and maintenance and other costs are made. Any assessments, fines, and maintenance and other costs which are not paid when due shall be delinquent. If the

assessment, fines, and maintenance and other costs are not paid within fifteen (15) days after the due date, the assessment, fines, and maintenance and other costs shall bear interest from the date of delinquency at the rate of eighteen per centum (18%) per annum, adjusted on a 360 day basis 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, fines, and maintenance and other costs, whether or not legal action is pursued. No owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

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This Amendment was approved by a majority of a quorum of the members present in person or by proxy at the regular meeting held on the 19 day of April, 2000.

ATTEST:

Secretary
Westwind Homeowners
Association, Inc.

President
Westwind Homeowners
Association, Inc.

Westwind Homeowner Association, Inc.
Amedment to Bylaw 5
List of Parcel ID Numbers

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09-02363091	09-02362781	09-02363648	09-02363581	09-02363774
09-02363080	09-02362770	09-02363694	09-02363273	09-02521352
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