

**BY-LAWS OF THE
BLAKESLEE HOMEOWNERS ASSOCIATION, INC.**

Article I

Name

The name of the corporation is The Blakeslee Homeowners Association, Inc., hereinafter referred to as the "Association".

Article II

Definitions

SECTION 1. "Association" shall mean and refer to The Blakeslee Homeowners Association, Inc., a Maryland corporation, its successors and assigns.

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

SECTION 3. "Association Property" shall mean all real property owned by the Association for the common use and enjoyment of the owners.

SECTION 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Association Property.

SECTION 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, but excluding those having such interest merely as security for the performance of any obligation.

SECTION 6. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties and recorded among the Land Records of Garrett County, State of Maryland.

SECTION 7. "Member" shall mean and refer to those persons entitled to membership in the Association.

Article III

Meeting of Members

SECTION 1. Annual Meetings.

The first annual meeting of the members shall be held within one (1) year from the date of incorporation of the Association. Each subsequent regular meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 8:00 o'clock P.M. or on such other annual date and time fixed by the Board of Directors.

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 one-fourth (1/4) of the voting members.

SECTION 3. Notice of Meetings.

Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary of the Association or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each member entitled to vote thereat. The notice shall be addressed to the member's home address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

SECTION 4. Quorum.

The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-half (1/2) of the votes of members shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such a quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

SECTION 5. Proxies.

At all 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.

Article IV

Board of Directors, Selection, Term of Office

SECTION 1. Number.

The affairs of this Association shall be managed by a Board of three (3) Directors, who need not be members of the Association.

SECTION 2. Term of Office.

At the first Annual Meeting, the members shall elect one Director for a term of one (1) year, one director for a term of two (2) years, and one Director for a term of three (3) years; and at each Annual Meeting thereafter the members shall elect one Director for a term of three (3) 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, this Director's successor shall be selected by the remaining members of the Board and shall serve until the next Annual Meeting.

SECTION 4. Compensation.

Directors shall receive no compensation for any service they may render to the Association. However, Directors may be reimbursed for actual expenses incurred in the performance of their duties.

SECTION 5. Action Taken Without A Meeting.

The Directors shall have the right to take any action in the absence of a meeting that 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.

A Nominating Committee shall make nominations for election to the Board of Directors. 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 (2) or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors at each Annual Meeting and serve until the close of the next 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.

SECTION 2. Election.

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

Article VI

Meeting of Directors

SECTION 1. Regular Meetings.

Regular meetings of the Board of Directors shall be held quarterly at such place and hour as may be fixed from time to time by Resolution of the Board.

SECTION 2. Special Meetings.

Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two (2) Directors, after not less than three (3) days' notice to each Director.

SECTION 3. Quorum.

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

Article VII

Powers and Duties of the Board of Directors

SECTION 1. Powers.

The Board of Directors shall have power to:

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

(b) Suspend the voting rights and 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 sixty (60) days for infraction of published rules and regulations.

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

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

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

SECTION 2. Duties.

It shall be the duty of the Board of Directors to:

(a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the Annual Meeting or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the 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, to

(1) Fix the amount of the annual assessment against each lot in advance of such annual assessment period;

(2) Send written notice of each assessment to every owner subject thereto for each annual assessment period; and

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

(d) Issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. The Board may make a reasonable charge 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, and adequate Officers and Directors indemnity insurance.

(f) Cause all officers or employees having fiscal responsibilities to be bonded, as they may deem appropriate.

(g) Cause the Association property to be maintained.

(h) Enter into an agreement with first mortgagees of Lots in the Properties to provide that such first mortgagees, jointly or singly, may pay taxes or other charges which are in default and which may or have become a charge against the Common Area of the Association, and such mortgagees may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy for such property, and such first mortgagees, upon making such payments, shall be owed immediate reimbursement therefor from the Association.

(i) Establish, levy, assess and collect all assessments referred to or authorized in the Declaration.

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 officer 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 shall hold office for one (1) year or until their successors are elected and have qualified, unless they shall sooner resign, or shall be removed, or otherwise be disqualified to serve.

SECTION 4. Special Appointments.

The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

SECTION 5. Resignation and Removal.

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

SECTION 6. Vacancies.

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

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: 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: 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 by him by the Board.

Secretary: The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; 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: The Treasurer shall receive and deposit in appropriate bank accounts all monies of Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit or review of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular Annual Meeting, and deliver a copy of each to the members.

Article IX

Indemnification of Officers and Directors

The Association shall provide any indemnification required or permitted by the laws of Maryland and shall indemnify Directors, Officers, agents and employees as follows:

(a) The Association shall indemnify any Directors or Officers of the Association who were or are a party or are threatened to be made a party to any threatened, pending, or completed action, suit or proceedings, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Association) by reason of the fact that they are or were such Directors or Officers or employees or agents of the Association, or are or were serving at the request of the Association as a Director, Officer, employee, or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by them in connection with such action, suit or proceeding if they acted in good faith and in a manner which they reasonably believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe their conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the persons did not act in good faith, and in a manner which they reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that their conduct was unlawful.

(b) The Association shall indemnify any Director or Officer of the Association who was or is a party or is threatened to be made a party to any threatened, pending, or completed action or suit by or in the right of the Association to procure a judgement in its favor by reason of the fact that he/she is or was such a Director or Officer or employee or agent of the Association, or is or

was serving at the request of the Association as a Director, Officer, employee, or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorney's fees) actually and reasonably incurred by them in connection with the defense or settlement of such action or suit if they acted in good faith and in a manner they reasonably believed to be in or not opposed to the best interests of the Association, except that no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of their duty to the Association unless and only to the extent that the court in which such action or suit was brought, or any other court having jurisdiction in the premises, shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

(c) To the extent that a Director or Officer of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in paragraph (a) or (b) of this Article IX, or in defense of any claim, issue, or matter therein, that person shall be indemnified against expenses (including attorney's fees) actually and reasonably incurred by them in connection therewith, without the necessity for the determination as to the standard of conduct as provided in paragraph (d) of this Article IX.

(d) Any indemnification under paragraph (a) or (b) of this Article IX (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the Director or Officer is proper in the circumstances because they have met the applicable standard of conduct set forth in paragraph (a) or (b) of this Article IX. Such determination shall be made (i) by the Board of Directors of the Association by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or even if obtainable, such a quorum of disinterested Directors so directs, by independent legal counsel (who may be regular counsel for the Association) in a written opinion; and any determination so made shall be conclusive.

(e) Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding, as authorized in the particular case, upon receipt of an undertaking by or on behalf of the Director or Officer to repay such amount unless it shall ultimately be determined that they are entitled to be indemnified by the Association as authorized in this Article IX.

(f) Agents and employees of the Association who are Directors or Officers of the Association may be indemnified under the same standards and procedures set forth above, in the discretion of the Board of Directors of the Association.

(g) Any indemnification pursuant to this Article IX shall not be deemed exclusive of any other rights to which those indemnified may be entitled and shall continue as to a person who has ceased to be a Director or Officer and shall inure to the benefit of the heirs, executors, and administrators of such a person.

Article X

Committees

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

Article XI

Books and Records

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

Article XII

Assessments

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the Lot against which the assessment is made. Any assessments that are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum, and be subject to a late fee of Five Dollars (\$5.00) or five percent (5%) of the assessment, whichever is greater, and the Association may bring an action at law against the owner personally obligated to pay the same and/or foreclosure the lien against the Lot, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. Owners may not waive or otherwise escape liability for the assessments provided for herein by nonuse of the Association property or abandonment of their Lot.

The Association may establish and enforce the lien or any assessment, annual, special or additional established pursuant to the Declaration aforesaid pursuant to the Maryland Contract Lien Act. The lien is imposed upon the Lot owner against whom such assessment is made. The lien may be established and enforced for damages, costs of collection, late charges permitted by law, and attorney's fees provided for in the Declaration or awarded by a court for breach of any of the covenants of the Declaration.

Article XIII

Rights of Mortgagees

SECTION 1. Unpaid Assessments.

The Association may, upon request and for a reasonable charge, report to a mortgagee of any Lot any unpaid assessment due from the Owner of the Lot or any default by the mortgagor of the Lot in the performance of the mortgagor's obligations as a Lot Owner hereunder which is not cured

within thirty (30) days. In the event a first mortgagee requests a notice of default, and pays the charge therefor, if no notice of default is given within thirty (30) days after receipt of the request, the Association shall thereafter be estopped to claim any default that occurred prior to the receipt of the Request as respects the said first mortgagee, or any purchaser therefrom upon foreclosure or other exercise of lien rights under the mortgage.

SECTION 2. Approval Required.

In addition to the other provisions of the Declaration, and these By-Laws, and the applicable laws of the State of Maryland, unless at least seventy-five percent (75%) of the first mortgagees (based upon one (1) vote for each mortgage) of individual Lots within the Properties, have given their prior written approval, the Association shall not be entitled to:

(a) By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer real estate or improvements thereon which are owned, directly or indirectly, by the Association, for the benefit of the Lots, i.e., the Association Property. The granting of easements for public utilities or for other public purposes consistent with the intended use of the Association Property shall not be deemed a transfer within the meaning of this clause.

(b) Change the method of determining the obligations, assessments, dues or other charges, which may be levied against a Lot Owner.

(c) By act or omission change, wave or abandon any scheme or regulations or enforcement hereof pertaining to the architectural design or the exterior appearance of any Lot, the exterior maintenance of Lots, the maintenance of party walls or common fences or driveways, or the upkeep of lawns and plantings in the Properties.

(d) Fail to maintain fire and extended coverage on insurable Association Common Area property on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based on current replacement cost).

(e) Use hazard insurance proceeds for losses to any Association Property for other than the repair, replacement or reconstruction of such improvements.

Article XIV

Corporate Seal

The Association may have a seal in circular form having within its circumference the words: "Blakeslee Homeowners Association, Inc., Maryland 1987", or in Lieu thereof the word "[SEAL]" may be placed adjacent to the signature of an authorized Officer of the Association.

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.

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

Article XVI

Miscellaneous

SECTION 1. Fiscal Year.

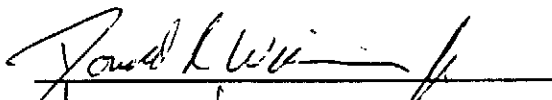
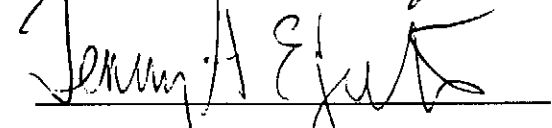
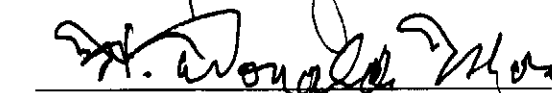
The fiscal year of the Association shall be as established by the Board of Directors.

SECTION 2. Examination of Books.

Owners and first mortgagees shall have the right to examine the books and records of the Association.

IN WITNESS WHEREOF, We, being all of the Directors of the Blakeslee Homeowners Association, Inc., have hereunto set our hands this Fifth day of September, 1999.

WITNESS:

 _____ (SEAL)
 _____ (SEAL)
 _____ (SEAL)

Certification

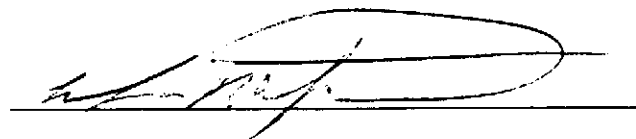
I, the undersigned, do hereby certify:

That I am the duly elected and acting Secretary of the Blakeslee Homeowners Association, Inc., a Maryland corporation; and

That the foregoing By-Laws constitutes the revised By-Laws of said Association, as duly adopted at an Annual Meeting of the membership thereof, held on the 6th day of July, 1996.

IN WITNESS THEREOF, I have hereunto subscribed my name and affixed the seal of the Association this 5th day of September 1999.

BLAKESLEE HOMEOWNERS ASSOCIATION, INC.

 _____ (SEAL)