

DOC. NO. 251307

DECLARATION

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OF COVENANTS, CONDITIONS AND RESTRICTIONS

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MALLARD RUN

QUEEN ANNE'S COUNTY

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("Declaration") is made this 21st day of DEC., 1999, by MALLARD RUN, LLC, a Maryland limited liability company, hereinafter referred to as "Declarant".

RECITALS

IMP. FD. SURE \$ 2.00
RECORDING FEE 75.00
TOTAL 77.00
JAN 24 2000 02:35 PM

1. The Declarant intends to subject certain property consisting of 35.752 acres, more or less, located in Queen Anne's County, Maryland, on the southern side of Benton Road and known as "Mallard Run" to this Declaration of Covenants, Conditions and Restrictions date December, 1999 and to be recorded among the Land Records of Queen Anne's County, Maryland ("Declaration"); and

2. The Declarant has final approval from the Queen Anne's County Planning Commission to subdivide Mallard Run into 81 Lots, 80 of which will serve as single family residential lots while Lot 81 will be used for Common Area and Open Space as described herein this Declaration.

3. The Declarant intends to record the entire 81 Lot subdivision in two or more phases with Phase One containing 26 Lots (specifically Lots 4-6, Lots 12-19, and Lots 48-61).

4. The Declarant intends that this Declaration shall apply to all 81 Lots as generally depicted on the Plat including those Lots contained within 35.752 acres more or less to be recorded in future phases.

5. The Declarant intends by this Declaration to provide for the preservation of values and amenities in the community and for the maintenance of open space and common areas; and

NOW, THEREFORE, in consideration of the foregoing Recitals, which are not merely prefatory but made part hereof, the Declarant hereby declares that the real property described in Section 2 of Article II is and shall be held, conveyed, encumbered, sold, leased, rented, used, occupied and improved subject to the covenants, restrictions, uses, limitations, obligations, easements, equitable servitude, charges and liens (hereinafter sometimes referred to as "covenants and restrictions") hereinafter set forth all of which are agreed to be in aid of the plan for the improvement of said property and shall be deemed to run with and bind the land, and shall inure to the benefit of and be enforceable by the Declarant, his heirs, successors and assigns, and any person acquiring or owning an interest in said property and improvements.

ARTICLE I

1. Definitions. The following words, when used in this Declaration, shall have the following meanings:

(a) "Architectural and Environmental Review Committee" means the Architectural and Environmental Review Committee established pursuant to Article VII hereof.

(b) "Association" means the Mallard Run Home Owner's Association, Inc., and its successors and assigns.

(c) "Board of Directors" means the Board of Directors from time to time of the Association.

(d) "Common Area" means all of the land, buildings, improvements and property within the Community owned, leased or maintained by the Association or otherwise available to the Association for the benefit, use and enjoyment of its Members. Without limiting the generality of the foregoing, all sidewalks in Mallard Run, wherever located shall be "common area".

(g) "Mallard Run" shall mean and refer to all areas of those certain tracts or parcels of land consisting of 35.88 acres, more or less, described in this Declaration.

(h) "Declarant" or "Developer" or "Grantor" means the Declarant hereinabove identified in the preamble to the Declaration, and its successors and assigns.

(i) "Dwelling" means any building or portion of a building situated upon the Property and designed and intended for use and occupancy as a residence by a single person family.

(j) "Lot" means all subdivided parcels or property which are part of the Property.

(k) "Member" means every person, group of persons, corporation, trust or other legal entity, or any combination thereof, who holds a Membership in the Association.

(l) "Mortgagee" or "Holder", means the holder of any recorded mortgage, or the party secured or beneficiary of any recorded deed of trust, encumbering one or more of the Lots. "Mortgage", shall include a deed of trust. "First Mortgage" means a mortgage with priority over other mortgages.

(m) "Owner" or "Owners" means the record Owner, whether one or more persons or entities, of the fee simple title to any Lot, including the Declarant and contract sellers, but excluding those having such interest solely as security for the performance of an obligation.

(n) "Plats" means all those Plats referred to and described in Article II, Section 1.

(o) "Property" means all of the real property described in Article II, Section 2 hereof and such additions thereto as may hereafter be made pursuant to the provisions of Article II.

(p) "Open Space" means undeveloped land required by the Code of Public Local Laws for Queen Anne's County to be restricted to resource protection or recreational uses as hereinafter set forth. All Open Space shall be included with Common Areas and is shown on the Plats as Lot 81.

ARTICLE II

1. The property described herein this Article II 1(a) shall be subject to this Declaration.

(a) All that land described, shown and designated on the "MAJOR SUBDIVISION OF PHASE ONE MALLARD RUN FOURTH ELECTION DISTRICT, QUEEN ANNE'S COUNTY, MARYLAND prepared by McCrone, Inc, dated December 1999 and recorded among the Land Records of Queen Anne's County, Maryland at Plat Book Liber 28, folio 51A,B,C ("Plat"). The Declarant specifically provides that this Declaration shall apply to the entirety of Mallard Run containing 35.752 acres more or less as shown on SHEET NO. 2 OF 3 of the Plat, including those Lots contained within 35.752 acres more or less to be recorded in future phases.

ARTICLE III

1. Association Membership. The Association shall have one class of Members. Every person, group of persons, corporation, partnership, trust or other legal entity, or any combination thereof, including the Declarant and contract sellers, who is a record Owner of a fee interest in any Lot shall be a Member of the Association; provided, however, that any such person, group of persons, corporation, partnership, trust or other legal entity who holds such interest solely as security for the performance of an obligation shall not be a Member solely on account of such interest. Each Member shall be entitled to one (1) vote for each Lot in which such Member holds the interest required for Membership. When there is more than one record Owner of a Lot, all of such record Owners shall be Members; however, the vote for such Lot shall be exercised as such Owners shall among themselves determine and, in no event, shall more than one (1) vote be cast with respect to such Lot. Notwithstanding the foregoing, the Declarant shall be entitled to three (3) votes for each Lot that it owns.

2. Pre-emptive Rights. The Members of the Association shall have no preemptive rights, as such Members, to acquire any Memberships of this Association that may at any time be issued by the Association except as may be specifically provided in this Article.

ARTICLE IV

1. Member's Right of Enjoyment. Every member shall have a right and easement of enjoyment in and to the Common Areas and Open Space and such easement shall be appurtenant to

and shall pass with the fee title to every Lot subject to the following:

(a) the right of the Association, in accordance with its Articles of Incorporation and By-Laws, and with the approval of the members of the Association entitled to cast two-thirds (2/3rds) of the total votes of the membership, to borrow money for the purpose of improving the Common Areas and Open Space in a manner designed to promote the enjoyment and welfare of the Members; and

(b) the right of the Association to take such steps as are reasonably necessary to protect the Property of the Association against mortgage default and foreclosures; provided, however, that the same are in conformity with the other provisions of this Declaration; and

(c) the right of the Association to adopt reasonable rules respecting use of the Common Areas and Open Space and to reasonably limit the number of guests of Members permitted to use any facilities which are developed upon the Property; and

(d) the right of the Association to suspend the voting rights and the rights to use the Common Areas and Open Space for any period during which any assessment remains unpaid.

(e) the right of the Association, to grant licenses, rights-of-way and easements for access or for the construction, reconstruction, maintenance and repair of any utility lines or appurtenances, whether public or private, the installation of cable television lines, to any municipal agency, public utility, the Declarant or any other person; provided, however, that no such licenses, rights-of-way or easements shall be unreasonably and permanently inconsistent with the rights of the Members to the use and enjoyment of the Common Areas and Open Space.

2. Delegation of Right of Use. Any Member of the Association may delegate his rights to the use and enjoyment of the Common Areas and Open Space to the members of his family who reside permanently with him and to his tenants and guests, notwithstanding the rights of use described herein this Article IV, paragraph 1.

ARTICLE V

1. Annual Maintenance Assessments.

(a) Each Owner of a Lot within the Property, (i.e., each Member of the Association), by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay the Association, in advance, on the first day of each calendar year, a sum (herein referred to as "maintenance assessments") equal to the Member's proportionate share of the sum required by the Association, as estimated by its Board of Directors, to meet its annual expenses, including but in no way limited to the following:

(i) the cost of all operating expenses of the Common Areas and Open Space and the

services furnished to or in connection with the Common Areas and Open Space, including charges by the Association for any services furnished by it; and

(ii) the cost of necessary management and administration of the Common Areas and Open Space, including fees paid to any management agent or agency; and

(iii) the amount of all taxes and assessments levied against the Common Areas and Open Space; and

(iv) the cost of liability insurance on the Common Areas and Open Space and the cost of such other insurance as the Association may effect with respect to the Common Areas and Open Space; and

(v) the cost of utilities and other services which may be provided by the Association, whether for the Common Areas or Open Space ; and

(vi) the cost of maintaining, replacing, repairing, and landscaping the Common Areas and Open Space, including, without limitation, maintenance of any storm water detention basins or the like located upon the Common Areas, the entrance to Mallard Run, all pathways upon the Common Areas or Open Space, and the Boat/RV Storage Area; and

(vii) the cost of providing for grass cutting and lawn maintenance of all Common Areas, and Open Space; and

(viii) the cost of funding all reserves established by the Association, including, when appropriate, a general operating reserve and a reserve for replacements; and

(ix) the cost of legal, accounting, architectural and other professional services; and

(x) the cost of providing trash removal services for each Dwelling in Mallard Run; and

(xi) the cost of repairing, maintaining and/or replacing sidewalks located within Mallard Run.

(b) The Board of Directors shall determine the amount of the maintenance assessment annually, but may do so at more frequent intervals should circumstances so require. Upon resolution of the Board of Directors, installments of annual assessments may be levied and collected on a quarterly or semi-annual basis rather than on the annual basis herein above provided for. Any Member may prepay one or more installments on any annual maintenance assessment levied by the Association, without premium or penalty.

(c) The Board of Directors shall make reasonable efforts to fix the amount of the annual maintenance assessment against each Lot for each assessment period at least thirty (30) days in

advance of the beginning of such period and shall, at that time, prepare a roster of the Lots and the annual maintenance assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner upon reasonable notice to the Board. Written notice of the annual maintenance assessments shall be sent to the Members. The omission by the Board of Directors, before the expiration of any assessment period, to fix the amount of the annual maintenance assessment hereunder for that or the next period, shall not be deemed a waiver or modification in any respect of the provisions of this Article or a release of any Member from the obligation to pay the annual maintenance assessment, or any installment thereof, for that or any subsequent assessment period shall continue until a new maintenance assessment is fixed. No Member may exempt himself from liability for maintenance assessments by abandonment of any Lot belonging to him or by the abandonment of his right to the use and enjoyment of the Common Areas and Open Space.

(d) Except as may be specifically provided for herein, this Declaration does not contemplate that the Association shall have any responsibility for the maintenance or repair of the Dwellings or their appurtenances and the responsibility and duties of the Association for maintenance and repairs shall be limited to the Common Areas and Open Space.

2. Special Maintenance Assessments. In addition to the regular maintenance assessments authorized by this Article, the Association may levy in any assessment year a special maintenance assessment or assessments, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, extraordinary repair or replacement of a described capital improvement located upon, or forming a part of the Common Areas and Open Space, including the necessary fixtures and personal property related thereto, or for such other purpose as the Board of Directors may consider appropriate; provided, however, that any such assessment shall have the assent of the Members of the Association entitled to cast two-thirds (2/3rds) of the total votes of the membership.

3. Reserves for Replacements. The Association may establish and maintain a reserve fund for repair, maintenance or replacement of the Common Areas and Open Space. Such fund shall be conclusively deemed to be a common expense of the Association and may be deposited with any banking institution, the accounts of which are insured by an agency of the United State of America or may, in the discretion of the Board of Directors, be invested in obligations of, or fully guaranteed as to principal by, the United States of America.

4. Increase in Annual Maintenance Assessment.

(a) From and after January 1, 2001 the annual maintenance assessment for all Memberships may be increased by the Board of Directors without a vote of the Membership, by an amount equal to five percent (5%) of the annual assessment for the preceding year plus the amount by which any ad valorem real estate taxes and casualty and other insurance premiums and utility costs payable by the Association have increased over amounts payable for the same or similar items for the previous year, plus the amount by which the Consumer Price Index for Urban Wage Earners

and Clerical Works, U.S. City Average, All Items, published by the Bureau of Labor Statistics of the Department of Labor of the United States (1982-1984=100) shall have increased above the level prevailing as of the date of the recording of this Declaration. In addition, to the foregoing, the assessments may be further increased as may be dictated by the results of the comprehensive analysis of reserve requirements.

(b) The annual maintenance assessments may further be increased above that established by the preceding paragraph by a vote of the Members, as hereinafter provided, for the next succeeding year and, thereafter, at the end of such year, for each succeeding year. Any change in annual assessment made pursuant to this paragraph shall have the assent of the Members of the Association entitled to cast two-thirds (2/3rds) of the total votes of the membership.

ARTICLE VI

1. Non-Payment of Assessments. Any assessment levied pursuant to this Declaration, or any installment thereof, which is not paid on the date when due shall be delinquent and shall, together with interest thereon and the cost of collection thereof, including reasonable attorney's fees, become a continuing lien upon the Lot or Lots belonging to the Member against whom such assessment is levied and shall bind such Lot or Lots in the hands of the then Owners, his heirs, devisees, personal representatives and assigns. The personal obligation of the Member to pay such assessment shall, in addition, remain his personal obligation for the statutory period and a suit to recover a money judgment for non-payment of any assessment levied pursuant to this Declaration, or any installment thereof, may be maintained without foreclosing or waiving the lien herein created to secure the same.

(b) Any assessment levied pursuant to this Declaration, or any installment thereof, which is not paid within ten (10) days after it is due, may, upon resolution of the Board of Directors, bear interest at a rate not to exceed the maximum legal rate permitted from time to time in the State of Maryland, and may, by resolution of the Board of Directors, subject the Member obligated to pay the same to the payment of such penalty or "late charge" as the Board of Directors may fix, and the Association may bring an action at law against the Member personally obligated to pay the same, or foreclose on the lien against the Lot or Lots then belonging to said Member in the manner now or hereafter provided for the foreclosure of mortgages, deed of trust or other liens on real property in the State of Maryland containing a power of sale and consent to a decree, and subject to the same requirements, both substantive and procedural, or as may otherwise from time to time be provided by law, in either of which events interest, costs and reasonable attorney's fees of not less than twenty-five percent (25%) of the sum claimed shall be added to the amount of each assessment.

(c) The Association may establish and enforce a lien for any assessment, annual, special or additional granted herein pursuant to the Maryland Contract Lien Act. A lien is imposed upon the Lot against which such assessment is made. A lien may be established and enforced for damages, cost of collection, late charges permitted by law, and attorney's fees provided for herein or awarded by a court for breach of any of the covenants herein.

(d) The Association may notify the holder of the first mortgage on any Lot for which any assessment levied pursuant to this Declaration becomes delinquent for a period in excess of thirty (30) days and in any other case where the Owner of such Lot is in default with respect to the performance of any other obligation hereunder for a period in excess of thirty (30) days, but any failure to give such notice shall not affect the validity of the lien for any assessment levied pursuant to this Declaration, nor shall any such failure affect any of the priorities established in this Article.

2. Assessment Certificates. The Association shall upon demand at any time furnish to any Member liable for any assessment levied pursuant to this Declaration (or any other party legitimately interested in the same) a certificate in writing signed by an officer of the Association, setting forth the status of said assessment, i.e., whether the same is paid or unpaid. Such certificate shall be conclusive evidence of the payment of any assessment therein stated to have been paid. A charge not to exceed Twenty-five Dollars (\$25.00) may be levied in advance by the Association for each certificate so delivered.

3. Acceleration of Installments. Upon default in the payment of any one or more installments of any assessment levied pursuant to this Declaration, or any other installment thereof, the entire balance of said assessment may be accelerated at the option of the Board of Directors and be declared due and payable in full.

4. Priority of Lien. The lien established by this Declaration shall have preference over any other assessments, liens, judgments or charges of whatever nature, except the following:

(a) general and special assessments for ad valorem real estate taxes on the Lot; and

(b) The liens of any deeds of trust, mortgage instruments or encumbrances duly recorded on the Lot prior to the assessment thereon of the lien provided for in this Declaration or duly recorded on said Lot after receipt of a written statement from the Board of Directors reflecting that payments on said lien were current as of the date of recordation of said deed of trust, mortgage instrument or encumbrance.

(c) No amendment to this Section shall affect the rights of the holder of any first mortgage on any Lot (or the indebtedness secured thereby) recorded prior to recordation of such amendment unless the holder thereof (or the indebtedness secured thereby) shall join in the execution of such amendment.

5. Commencement of Annual Assessments. Except as may be otherwise resolved by the Board of Directors, the annual maintenance assessment for Membership shall commence on the date a deed for the Lot to which such Membership is appurtenant is delivered by the Declarant to the Member. The first calendar annual payment of each such annual assessment shall be made for the balance of the calendar year during which a deed for the Lot is delivered to the Member and shall become due and payable and a lien on the date a deed for the Lot is delivered to the Member. Except as herein elsewhere provided, the calendar annual payment of each such annual assessment for the

Lot for any calendar year after the first calendar year shall become due and payable and a lien on the first day of each successive calendar year.

ARTICLE VII

1. Architectural and Environmental Review Committee.

(a) Except for construction or development from time to time undertaken by, for or under contract with the Declarant, and except for any improvements to any Lot or to the Common Areas or Open Space accomplished by the Declarant concurrently with said construction and development, and except for purposes of proper maintenance and repair; no building, shed, pool, fence, wall or other improvements or structures shall be commenced, directed, placed, moved, altered or maintained upon the Property, nor shall any exterior addition to or change (including any change of color) or other alteration thereupon be made until the complete plans and specifications showing the location, nature, shape, height, material, color, type of construction and any other proposed form of change (including, without limitation, any other information specified by the Architectural and Environmental Review Committee) shall have been submitted to and approved in writing as to harmony of external design, color and location in relation to surrounding structures and topography and conformity with the design concept for the Community by the Architectural and Environmental Review Committee.

(b) Subject to the same limitations as herein above provided for, it shall be prohibited to install, erect, attach, apply, paste, hinge, screw, nail, build, alter, remove or construct any lighting, shades, screens, awnings, patio covers, fences, wall, slabs, sidewalks, curbs, gutters, patios, balconies; porches, driveways, or to make any change or otherwise alter (including any alteration in color) in any manner whatsoever the exterior of any improvements constructed upon any Lot or upon any of the Common Areas or Open Space, or to remove or alter any windows or exterior doors of any Dwelling, until the complete plans and specifications, showing the location, nature, shape, height, material color, type of construction and any other proposed form of change (including, without limitation, any other information specified by the Architectural and Environmental Review Committee) shall have been submitted to and approved in writing as to harmony of external design, color and location in relation to surrounding structures and topography and conformity with the design concept for the Community by the Architectural and Environmental Review Committee.

(c) Except as provided for herein, no tree with a diameter greater than 4" at breast height (dbh) shall be removed from any Lot without the expressed written approval of the Architectural and Environmental Review Committee:

- (i) the construction of a dwelling, driveway, parking and accessory residential uses;
- (ii) the removal of dead, dying or diseased trees;
- (iii) to prevent trees from falling and causing property damage or endangering life;
- (iv) in conjunction with horticultural practices used to maintain the health of

individual trees; and,

(v) personal use.

(d) At a minimum, each dwelling shall be constructed with either partial brick, stone or stucco front elevation; a reverse gable roofline or break in the roof line, and consist of a minimum of 1,500 square feet of habitable floor area. Additionally dwelling shall have staggered front yard setbacks and front yard landscaping.

2. Architectural and Environmental Review Committee - Composition and Operation.

(a) The Architectural and Environmental Review Committee shall be composed of three (3) persons and the following persons are designated as the initial members:

- (i) JAMES DIDONATO - Member #1
- (ii) PASQUALE DIDONATO - Member #2
- (iii) ANGELINA DIDONATO - Member #3

Unless the initial members of the Architectural and Environmental Review Committee have resigned, their respective terms of office shall be as follows:

- (i) The term of Member #1 shall expire on December 31, 2002.
- (ii) The term of Member #2 shall expire on December 31, 2003.
- (iii) The term of Member #3 shall expire on December 31, 2004.

Upon the expiration of each of the aforesaid terms of office, the Board of Directors, by a majority vote, shall appoint the new members of the Architectural and Environmental Review Committee and such members shall serve a three (3) year term of office.

(b) The affirmative vote of a majority of the members of the Architectural and Environmental Review Committee shall be required in order to adopt or promulgate any rule or regulation, or to make any finding, determination, ruling or order, or to issue any permit, consent, authorization, approval or the like pursuant to the authority contained in this Article.

(c) Any member of the Architectural and Environmental Review Committee may, at any time, resign from the Architectural and Environmental Review Committee upon written notice to the Board of Directors. Vacancies on the Architectural and Environmental Review Committee, however caused, shall be filled by a majority vote of the Board of Directors within thirty (30) days of the creation of the vacancy. Any new member elected to the Architectural and Environmental

Review Committee to fill a vacancy shall serve the unexpired term of the member vacated. Members of the Architectural and Environmental Review Committee may serve successive terms.

3. Approvals. Upon approval by the Architectural and Environmental Review Committee of any plans and specifications submitted pursuant to the provisions of this Article, a copy of such plans and specifications, as approved, shall be deposited among the permanent records of such the Architectural and Environmental Review Committee and a copy of such plans and specifications bearing such approved, in writing, shall be returned to the applicant submitting the same. In the event the Architectural and Environmental Review Committee fails to approve or disapprove any plans and specifications which may be submitted to it pursuant to the provisions of this Article within sixty (60) days after such plans and specifications (and all other materials and information required by the Architectural and Environmental Review Committee) have been submitted to it in writing, then approval will not be required and this Article will be deemed to have been fully complied with.

4. Limitations. Construction or alterations in accordance with plans and specifications approved by the Architectural and Environmental Review Committee pursuant to the provisions of this Article shall be commenced within six (6) months following the date upon which the same are approved by the Architectural and Environmental Review Committee and shall be substantially completed within twelve (12) months following the date of commencement, or within such other period as the Architectural and Environmental Review Committee shall specify in its approval. In the event construction is not commenced within the period aforesaid, then approval of the plans and specifications by the Architectural and Environmental Review Committee shall be conclusively deemed to have lapsed and compliance with the provisions of this Article shall again be required. There shall be no deviation from the plans and specifications approved by the Architectural and Environmental Review Committee without the prior consent in writing of the Architectural and Environmental Review Committee. Approval of any particular plans and specifications or design shall not be construed as a waiver of the right of the Architectural and Environmental Review Committee to disapprove such plans and specifications, or any elements or features thereof, in the event such plans and specifications are subsequently submitted for use in any other instance.

5. Certificate of Compliance. Upon the completion of any construction or alterations or other improvements or structures in accordance with plans and specifications approved by the Architectural and Environmental Review Committee in accordance with the provisions of this Article, the Architectural and Environmental Review Committee shall, at the request of the Owners thereof, issue a certificate of compliance which shall be prima facie evidence that such construction, alteration or other improvements referenced in such certificate have been approved by the Architectural and Environmental Review Committee and constructed or installed in full compliance with the provisions of this Article and with such other provisions and requirements of the declaration as may be applicable.

6. Rules and Regulations - Architectural Control. The Architectural and Environmental Review Committee may from time to time adopt and promulgate such rules and regulations

regarding the form and contents of plans and specifications to be submitted for approval and may publish and record such statements of policy, standards, guidelines and establish such criteria relative to architectural styles or details, landscaping, fences, colors, setbacks, materials or other matters relative to architectural control and the protection of the environment, as it may consider necessary or appropriate. No such rules, regulations, statements, criteria or the like shall be construed as a waiver of the provisions of this Article or any other provision or requirement of this Declaration. The Architectural and Environmental Review Committee may charge and collect a reasonable fee for the examination of any plans and specifications submitted for approval pursuant to the provisions of this Article. The decisions of the Architectural and Environmental Review Committee shall be final except that any Member who is aggrieved by any action or forbearance from action by the Architectural and Environmental Review Committee (or by any policy, standards or guidelines established by the Architectural and Environmental Review Committee) may appeal the decision of the Architectural and Environmental Review Committee to the Board of Directors and, upon the request of such Member, shall be entitled to a hearing before the Board of Directors.

7. Prohibited Uses and Nuisances.

(a) Except for the activities of the Declarant and its assignees during the construction or development of the Community, or as may be necessary in connection with reasonable and necessary repairs or maintenance upon the Common Areas or Open Space.

(i) No noxious or offensive trade or activity shall be carried on upon any Lot, within any Dwelling or on any Common Area or Open Space, nor shall anything be done therein or thereon, which may be or become an annoyance or nuisance to the neighborhood or other Members. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell or other sound device, except such devices as may be used exclusively for security purposes, shall be located, installed or maintained upon the exterior of any Dwelling or upon the exterior of any other improvements.

(ii) The maintenance, keeping, boarding or raising of animals, livestock, or poultry of any kind, regardless of number, shall be and is hereby prohibited on any Lot or within any Dwelling, except that this shall not prohibit the keeping of not more than a total of two dogs, cats or customary household animals as domestic pets, provided that such animals are not kept, bred or maintained for commercial purposes and, provided further, that such domestic pets are not a source of annoyance or nuisance to the neighborhood or Owners and do not roam at large. The Board of Directors shall have the authority, after a hearing, to determine whether a particular pet is a nuisance or a source of annoyance to other Members, and such determination shall be conclusive. Pets shall be attended at all times and shall be registered, licensed and inoculated as may from time to time be required by law. Pets shall not be permitted upon the Common Areas or Open Space or on any Lot except for the pet owner's Lot, unless accompanied by a responsible person and unless they are carried or leashed. The Board of Directors shall have the right to adopt such additional rules and regulations regarding pets that it may from time to time consider necessary or appropriate.

(iii) No lumber, metals, bulk materials, refuse or trash shall be kept, stored or allowed

to accumulate on any Lot, except building materials during the course of construction of any approved Dwelling or other permitted structure. No firewood shall be stored in the front yard. Firewood shall be stored so that it is screened from view from adjacent properties.

(iv) No burning of trash shall be permitted on any Lot. If trash or other refuse is to be disposed of by being picked up and carried away on a regular basis, containers may be placed in the open on any day that a pickup is to be made at such place on the Lot so as to provide access to persons making such pickup. At all other times such containers shall be stored in such a manner so that they cannot be seen from any public way or from any other Lot.

(v) No junk vehicle, unlicensed or inoperable motor vehicle, equipment, tractors, tractor-trailers, trailer, camp truck, boats stored on trailers, house trailer, horse trailers, bus or other similar machinery or equipment of any kind or character (except for such equipment and machinery as may be customary and usual in connection with the use and maintenance of any Lot) shall be stored upon the Property, or any Lot therein, unless stored or parked within garages or other permitted structures nor (except for bona fide emergencies) shall the repair or extraordinary maintenance of automobiles or other vehicles be carried out thereon. Nothing herein shall prevent the storage of boat, trailers and other recreational vehicles within the area designated on the Plat as "BOAT/RV STORAGE AREA".

(vi) No structure of a temporary character shall be erected, used or maintained on any Lot at any time.

(vii) Except for entrance signs, directional signs, real estate sales or rent signs not exceeding six (6) square feet, signs for traffic control or safety and such promotional sign or signs as may be maintained by the Declarant, no signs or advertising devices of any character, shall be erected, posted or displayed upon, in or about any Lot or Dwelling.

(viii) No commercial activities shall be conducted on any Lot, except that an Owner may conduct a professional occupation provided the occupation is conducted entirely within the Dwelling; there is no outdoor storage whatsoever associated with the occupation; the occupation does not employ anyone at the dwelling who is not a resident of the Dwelling in which the professional occupation is conducted; and, the professional occupation does not violate any of the other conditions or restrictions contained herein this Declaration.

(ix) No Lot shall be used for the purpose of boring, mining, quarrying, exploring for or removing oil or other hydrocarbons, minerals, gravel or earth.

(x) No structure, planting or other material shall be placed or permitted to remain upon any Lot which may damage or interfere with any easement for the installation or maintenance of utilities, or which may unreasonably change, obstruct or retard direction or flow of any drainage channels.

(xi) No poles or wires for the transmission of electricity, telephone and the like shall be

placed or maintained above the surface of the ground on any Lot.

(xii) No outside television aerial or radio antenna, or other aerial or antenna for either reception or transmission, shall be maintained upon any Lot except that such aerials or antennae may be erected and maintained within the Dwellings. A single satellite dish may be maintained on a Lot provided said dish is less than 18" in diameter, less than 36" in height and screened from view from neighboring properties and the road.

(xiii) No Lot shall be subdivided provided, however, this restriction shall not apply to any Lot owned by the Declarant.

(xiv) No hunting shall be permitted on any Lot, Common Area or Opens Space.

(xv) No building or structure appurtenant to any dwelling, including, without limitation, detached garages, sheds, barns, tennis courts, swimming pools, children's play houses, dog kennels, clotheslines, fuel tanks, gardens and wood and/or compost piles shall be located within three (3) feet of any boundary line of any Lot. No fences are permitted within the front yard.

(xvi) No excavation shall be made on any Lot except for the purpose of building thereon at the same time when the building operations are commenced, and no earth or sand shall be removed from any Lot except as a part of such operations; provided, however, that this restriction shall not be construed to prohibit the construction of swimming pools or ponds.

(xvii) No exterior lighting shall be placed or fixed in such a manner as to cause a concentrated beam to be directed outside the boundaries of any Lot.

(xviii) Dwellings located on a Lot shall have setback requirements from any boundary line of any Lot as set forth on the Plat.

(xix) The land designated as Open Space on the Plat shall be restricted to resource protection or recreational uses as required by the Code of Public Local Laws for Queen Anne's County.

(b) These restrictions shall not be construed as permitting any action or thing prohibited by the applicable zoning laws, or the laws, rules or regulations of any appropriate governmental authority. In the event of any such conflict, the most restrictive provision of such laws, rules, regulations or the restrictions shall be deemed to govern and control.

8. Residential Use.

(a) Except to the extent provided for herein this Declaration, all Dwellings shall be used for private residential purposes exclusively. Nothing contained in this Article, or elsewhere in this Declaration, shall be construed to prohibit the Declarant from the use of any Lot or Dwelling for

promotional or display purposes, or as "model homes", a sales office, or the like.

(b) All Lots shall be used for private residential purposes. No Dwelling or portion thereof shall be leased for transient or hotel purposes, or for any period less than twelve (12) months. An Owner of a Lot who leases his or her Lot shall, along with a written lease, be required to execute, along with his or her tenant, a third party lease addendum provided by the Declarant. This lease addendum shall include at least the following provisions:

(i) that the right of the tenant(s) to use and occupy the Lot shall be subject to and subordinate in all respects to the provisions of this Declaration, and any by-laws, rules, regulations, and restrictions as are from time to time adopted by the Declarant;

(ii) that the Owner shall provide the tenant(s) with copies of this Declaration, and any by-laws, rules, regulations, and restrictions as are from time to time adopted by the Declarant;

(iii) that the tenant's breach of this Declaration, or any of the by-laws, rules, regulations, and restrictions as are from time to time adopted by the Declarant, shall constitute a breach of the lease;

(iv) that the Owners failure to require his or her tenant's compliance with this Declaration, and any by-laws, rules, regulations, restrictions or any other applicable laws or ordinances, shall result in the Declarant, at the Owner's expense, enforcing the provisions of these documents against the tenant(s), such enforcement including, but not limited to, evicting the tenants;

(v) that the Owner's failure to pay the annual assessment, or any special or other assessment, or any installment thereof, levied against his or her Lot may result in the Declarant collecting the assessments directly from the tenant(s) and the tenant(s) deducting the assessment payment(s) from the rental payment owed to the Owner pursuant to the lease terms.

(vi) a copy of the lease and third party lease addendum shall be forwarded to the Declarant not more than fifteen (15) days after the lease and the addendum have been executed. The foregoing provisions of this subparagraph, except the restriction against use for hotel or transient purposes, shall not apply to a Mortgagee in possession of a Lot as a result of a foreclosure or other judicial sale or as a result of a proceeding in lieu of foreclosure.

9. Maintenance. Each Owner shall keep his Lot, and all improvements therein or thereon, in good order and repair, including, but not limited to, the seeding, watering and mowing of the lawn; the pruning, cutting and maintenance of all trees, shrubbery and other landscape features; and, the painting (or other appropriate external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management.

10. Community Rules. The Board of Directors may, from time to time, adopt and

promulgate such rules and regulations regarding the use of the Common Areas and Open Space as it may consider necessary or appropriate. No such rules, regulations, statements, criteria or the like shall be construed as a waiver of the terms or conditions of any provision or requirement of this Declaration. The decision of the Board of Directors shall be final.

11. Enforcement - Right to Remove or Correct Violations. In the event any violation or attempted violation of any of the covenants or restrictions contained in this Article shall occur or be maintained upon any Lot, or in the event of any other conduct in violation of any of the provisions or requirements of this Declaration, then the same shall be considered to have been undertaken in violation of the Declaration and, upon written notice from the Architectural and Environmental Review Committee, such violation shall be promptly removed or abated. In the event the same is not removed, or the violation is not otherwise terminated or abated, within seven (7) days (or such shorter or longer period as may be required in any such notice) after notice of such violation is delivered to the Owner of the Lot upon which such violation exists, then the Architectural and Environmental Review Committee shall have the right, through its agents and employees, to enter upon such Lot and to take such steps as may be necessary to remove or otherwise terminate or abate such violation and the cost thereof may be assessed against the Lot upon which such violation occurred and when so assessed, a statement for the amount thereof shall be rendered to the Owner of said Lot at which time the assessment shall become due and payable and a continuing lien upon such Lot, and a binding personal obligation of the Owner of such Lot. Any lien established upon a Lot by this Section 11 shall have the same priority as established in Article VI, Section 4 of this Declaration for liens due to nonpayment of assessments. Upon receipt of a written request, the Architectural and Environmental Review Committee shall issue a written statement certifying as to the existence of any liens established pursuant to this Section 11 within fourteen (14) days following receipt of such written request. In the event that the Architectural and Environmental Review Committee shall fail to issue such a written certification within the aforesaid fourteen a (14) day period, a presumption shall be established that no such lien exists and the person or entity requesting the written certification shall be entitled to rely upon such failure to issue a written certification as conclusive evidence of the absence of any such lien. The Architectural and Environmental Review Committee shall have the further right, through its agents or employees, to enter upon and inspect any Lot at any reasonable time for the purpose of ascertaining whether any violation of the provisions of this Article or any of the other provisions or requirements of this Declaration exist on such Lot; and neither the Architectural and Environmental Review Committee nor any such agent or employee shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

ARTICLE IX

1. Reservation of Easement Rights by the Declarant. The Declarant hereby reserves a non-exclusive easement and right-of-way in, through, over and across the Common Areas and Open Space for the purpose of the storage of building supplies and materials, the installation, construction, maintenance, reconstruction and repair of sanitary sewer lines, water lines, cables, storm drains and appurtenances to any of the same, and for all other purposes reasonably related to the completion of

construction and the provisions of utility services, whether public or private, to the Community and to other property adjacent to, or in the vicinity of the Community. Any and all instruments of conveyancing made by the Declarant to the Association with respect to any of the Common Areas and Open Space shall be conclusively deemed to incorporate this reservation, whether or not specifically set forth in such instruments. At the request in writing of the Declarant, the Association shall from time to time execute, acknowledge and deliver to the Declarant such further assurances of this reservation as may be necessary.

2. Easements for Utilities and Related Purposes. The Association is authorized and empowered to grant (and shall from time to time grant) such other licenses, easements and rights-of-way over the Common Areas and Open Space for sewer lines, water lines, electrical cables, telephone cables, gas lines, storm drains, cables, underground conduits and such other purposes related to the provisions of utility services to the Community as may be considered necessary and appropriate by the Board of Directors for the orderly maintenance, preservation and enjoyment of the Common Areas and Open Space and for the preservation of the health, safety, convenience and welfare of the Owners or the Declarant.

3. Utility and Drainage Easements. The Declarant reserves an easement over all land in each Lot lying within twenty (20) feet of a roadway or within ten (10) feet of a boundary with an adjacent Lot, for the installation of utility lines and drainage structures.

4. Easement to Access Cross Island Trail. The Declarant hereby grants and conveys an easement to the County Commissioners of Queen Anne's County over all that land designated as for the expressed and exclusive purpose of public use to allow pedestrian access and egress between the Cross Island Trail and the public road known and designated Web Foot Lane. Said Access Path is further described as "4' WIDE BITUMINOUS CONCRETE BIKE/PEDESTRIAN ACCESS/PATH AND 20' WIDE ACCESS EASEMENT" on page 2 of 3 of the Plat.

5. Area Designated "Open Space". The "Open Space" consists of all of Lot 81 as set forth on the Plat containing 14.27 acres more or less, saving and excepting area designated "BOAT/RV STORAGE AREA". The "Open Space" may be used only for the following purposes:

- a. The maintenance and protection of natural resources;
- b. Passive recreational uses;
- c. Active recreational uses;
- d. Drainage Structures; and
- e. Utility Structures.

ARTICLE X

1. Amendment. This Declaration may be amended only by an instrument executed and acknowledged by Members of the Association entitled to cast two-thirds (2/3 rds) of the total votes of the membership which instrument shall be recorded among the Land Records for Queen Anne's County, Maryland. Unless a later date is specified in any such instrument, any amendment to this Declaration shall become effective on the date of recording. In no event shall the provisions contained herein concerning the use and maintenance of Open Space or the Access Path easement be annulled, waived, changed, or modified without the express written consent of the Queen Anne's Commissioners or its designee as evidenced in an appropriated instrument executed and recorded among the Land Records of Queen Anne's County.

2. Duration. Unless amended in accordance with the provisions of Section 1 of this Article and the other requirements of this Declaration, and except where permanent easements or other permanent rights or interests are herein created including but not limited to dedication to public use of the Access Path, the covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date of recordation of this Declaration, after which the said covenants shall be automatically extended for successive periods of ten (10) years each.

3. Construction and Enforcement. The provisions hereof shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of the Community. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenants or restriction, either to restrain or enjoin violation or to recover damages or both, and against any Lot to enforce the lien created hereby; and the failure or forbearance by the Association to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Provisions concerning the use of Open Space and the Access Path easement may be enforced the County Commissioners of Queen Anne's County or their designee.

There shall be and there is hereby created and declared to be a conclusive presumption that any violation or breach or attempted violation or breach of any of the within covenants or restrictions cannot be adequately remedied by action at law or exclusively by recovery damages.

4. Successors of Declarant. Any and all rights, reservations, easements, interests, exemptions, privileges and powers of the Declarant hereunder, or any part of them, may be assigned and transferred (exclusively or non-exclusively) by the Declarant, with or without notice to the Association.

5. Incorporation by Reference on Resale. In the event any Owner sells or otherwise transfers any Lot, and deed purporting to effect such transfer shall contain a provision incorporating by reference the covenants, restrictions, servitude, easements, charges and liens set forth in this Declaration.

6. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, by ordinary mail, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

7. No Dedication to Public Use. Except as specifically provided for in Article IX, Section 4, nothing herein contained shall be construed as a dedication to public use or as an acceptance for maintenance of any Common Areas or Open Space by any public or municipal agency, authority, or utility and no public or municipal agency, authority or utility shall have any responsibility or liability for the maintenance or operation of any of the Community Areas or Open Space.

8. Severability. Invalidation of any one of these covenants or restrictions by judgment, decree or order shall in no way affect any other provisions hereof, each of which shall remain in full force and effect.

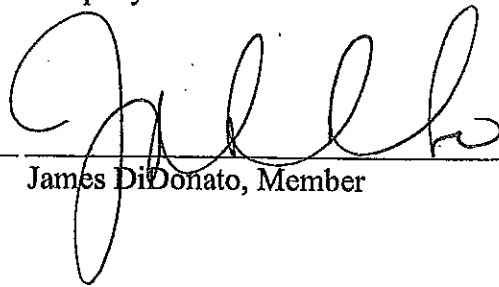
10. Captions and Gender. The captions contained in this Declaration are for convenience only and are not a part of this Declaration and are not intended in any way to limit or enlarge the terms and provisions of this Declaration. Whenever the context so requires, the neuter and the male shall include all genders and the singular shall include the plural.

IN WITNESS WHEREOF, Declarant has caused this instrument to be properly executed and sealed as of the day and year first above written.

ATTEST:

MALLARD RUN, LLC. a Maryland limited liability company

Elisabeth Wieslander By:



James DiDonato, Member

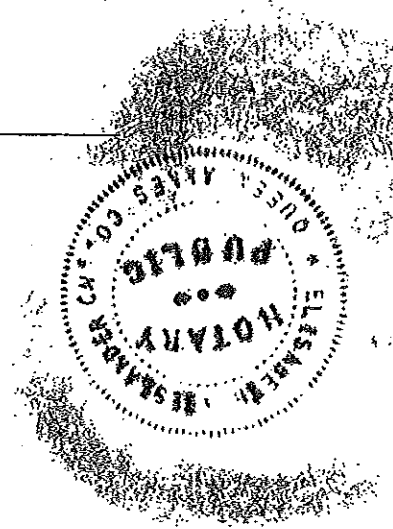
[SEAL]

STATE OF MARYLAND, COUNTY OF QUEEN ANNE'S, to wit:

I HEREBY CERTIFY, that on this 21st day of December, 1999, before me, the subscriber, a Notary Public for the aforesaid State and County, personally appeared JAMES DIDONATO, Member of Mallard Run, LLC. a Maryland limited liability company, who the executed the foregoing Declaration for the purposes therein contained, by signing the name of the limited liability company next to his.

WITNESS my hand and Notarial Seal.

Elisabeth Wieslander
Notary Public
My Commission Expires: 10/20/01



Approved as to form and legal sufficiency.

Christopher F. Dummond
Christopher F. Dummond,
Attorney to the Queen Anne's County Planning Commission

The undersigned does hereby certify that this instrument was prepared by an attorney admitted to practice before the Maryland Court of Appeals.

Joseph A. Stevens
Joseph A. Stevens

FIRST AMENDMENT TO THE DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
MALLARD RUN

RECEIVED
CLERK, CIRCUIT COURT
00 OCT 19 PM 12:17
QUEEN ANNE'S COUNTY

THIS FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("First Amended Declaration") is made this 27th day of September, 2000, by MALLARD RUN, LLC, a Maryland limited liability company, hereinafter referred to as "Declarant".

RECITALS

WHEREAS, the Declarant caused a Declaration of Covenants, Conditions and Restrictions dated December 21st, 1999 to be recorded among the Land Records of Queen Anne's County, Maryland in Liber S.M. 717, folio 413 ("Declaration") with the intent of subjecting certain property consisting of 35.752 acres, more or less, located in Queen Anne's County, Maryland, on the southern side of Benton Road and known as "Mallard Run" to said Declaration;

WHEREAS, Declarant has always intended family day care homes to be a prohibited use in the community of Mallard Run and by this First Amended Declaration wants to make it perfectly clear that family day care homes shall continue to be a prohibited use within Mallard Run;

WHEREAS, Declarant has always intended that gas, oil or other similar tanks shall not be permitted on any Lot, except that Declarant shall be permitted to place temporary, above-ground tanks until such time as permanent, underground tanks can be installed;

WHEREAS, on September 5, 2000, by a vote of 2/3rds of the total votes of the Members of Mallard Run Homeowners Association, Inc. ("Association"), and pursuant to Article X, Section 1 of the Declaration, the Declarant intends to amend said Declaration in accordance with Title 11B, *Maryland Homeowners Association Act*, as set forth in Md. Code Ann., *Real Property*, § 11B-111.1 et seq. (1999) for the purpose of clarifying Article VII of said Declaration;

NOW THEREFORE, the Declarant declares:

1. Article VII, Section 7(a) of the Declaration recorded among the aforesaid Land Records in Liber S.M. 717, folio 413 is hereby amended to include a new subparagraph (xx) under Section 7(a) as follows:

Article VII, Section 7(a)(xx): The use of a Dwelling as a family day care home is expressly prohibited. The prohibition of the use of a Dwelling as a family day care home may be eliminated and family day care homes may be approved upon obtaining the vote of a simple majority of the total Membership of the Association in accordance with the procedures contained in the Declaration and By-Laws of the Association.

IMP FD SURE \$ 5.00
RECORDING FEE 20.00
TOTAL 25.00
Res# 0401 Rec# # 88434
SN RCD BK # 1425
Oct 19, 2000 12:18 PM

2. Article VII, Section 7(a) of the Declaration recorded among the aforesaid Land Records in Liber S.M. 717, folio 413 is hereby amended to include a new subparagraph (xxi) under Section 7(a) as follows:

Article VII, Section 7(a)(xxi): No gas, oil or other similar tanks shall be placed or maintained above the surface of the ground on any Lot, except that Declarant may be permitted to place temporary above-grounds tanks until such time as a permanent tank can be place beneath the surface of the ground.

3. Each and every other provision of the December 21, 1999 Declaration for Mallard Run shall remain unchanged by this First Amended Declaration and shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has caused this Amended Declaration to be signed on the day and year first above written.

WITNESS:

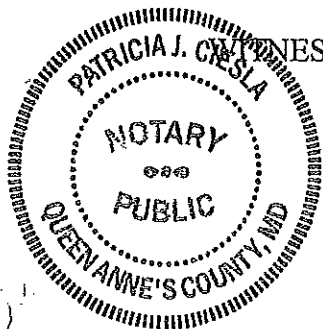
MALLARD RUN, LLC, a Maryland limited liability company

Patricia J. Ciesla

By: [Signature] [SEAL]
James DiDonato, Member

STATE OF MARYLAND, COUNTY OF QUEEN ANNE'S, to wit:

I HEREBY CERTIFY, that on this 27th day of September, 2000, before me, the subscriber, a Notary Public for the aforesaid State and County, personally appeared JAMES DIDONATO, Member of Mallard Run, LLC. a Maryland limited liability company, who the executed the foregoing First Amended Declaration for the purposes therein contained, by signing the name of the limited liability company next to his.



WITNESS my hand and Notarial Seal.

Patricia J. Ciesla
Notary Public
My Commission Expires: 11-1-01

MALLARD RUN HOMEOWNERS ASSOCIATION, INC.

A Maryland Nonstock, Not-for-Profit Corporation

Informal Action

September 5, 2000

The undersigned, constituting the Board of Directors of MALLARD RUN HOMEOWNERS ASSOCIATION, INC., a Maryland Corporation, (the "Association"), do hereby take the actions below set forth:

WHEREAS, a Declaration of Covenants, Conditions and Restrictions dated December 21, 1999 was caused by the Declarant, Mallard Run, LLC, to be recorded among the Land Records of Queen Anne's County, Maryland in Liber S.M. 717, folio 413 ("Declaration") with the intent of subjecting Mallard Run to said Declaration;

WHEREAS, the Declarant always intended family day care homes to be a prohibited use in Mallard Run and WHEREAS in order to make it perfectly clear that family day care homes shall continue to be a prohibited use in Mallard Run the Declaration shall be amended in accordance with with the provisions contained Title 11B, *Maryland Homeowners Association Act*, Md. Code Ann., *Real Property*, § 11B-111.1 (1999); and

WHEREAS, pursuant to Article X, Section 1 of the Declaration, on September 5, 2000, by a vote of 2/3rds of the total votes of the Members of the Association, it was

RESOLVED, that the Declaration dated December 21, 1999 shall be and is now amended by adding immediately after Article VII, Section 7(a)(xix) a new subparagraph (xx) as follows:

Article VII, Section 7(a)(xx): The use of a Dwelling as a family day care home is expressly prohibited. The prohibition of the use of a Dwelling as a family day care home may be eliminated and family day care homes may be approved upon obtaining the vote of a simple majority of the total Membership of the Association in accordance with the procedures contained in the Declaration and By-Laws of the Association.

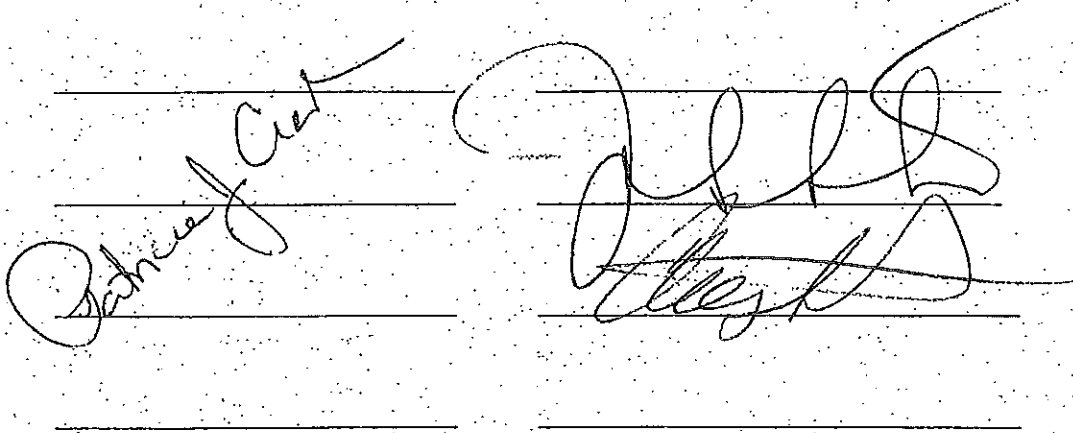
RESOLVED, that the Declaration dated December 21, 1999 shall be and is now amended by adding immediately after Article VII, Section 7(a)(xx) a new subparagraph (xxi) as follows:

Article VII, Section 7(a)(xxi): No gas, oil or other similar tanks shall be placed or maintained above the surface of the ground on any Lot, except that Declarant may be permitted to place temporary above-grounds tanks until such time as a permanent tank can be placed beneath the surface of the ground.

RESOLVED: That the proper officer of the Association shall cause to be prepared and recorded among the Land Records of Queen Anne's County, Maryland a First Amended Declaration of Covenants, Easements and Restrictions which shall effectuate the amendment to the original December 21, 1999 Declaration.

WITNESS our hands and seals the day and year first above written.

WITNESS:

The witness section contains two columns of horizontal lines. The left column has three lines with a handwritten signature that appears to be 'Patricia J. ...'. The right column has three lines with a more complex handwritten signature.

S:\Clients\MALLARD\01-White Pines Growth Allocation\INFORMAL2

The undersigned does hereby certify that this instrument was prepared by an attorney admitted to practice before the Maryland Court of Appeals.



Joseph A. Stevens

S:\Clients\MALLARD\01-White Pines Growth Allocation\AMENDED.DECLARATION.wpd
August 31, 2000

BYLAWS

ARTICLE I

NAME AND LOCATION. The name of the corporation is Mallard Run Homeowners Association, Inc., hereinafter referred to as the "Association". The principal office of the corporation shall be located at P.O. Suite 500, Rainbow Plaza, P.O. Box 142, Chester, Queen Anne's County, Maryland 21619, but meetings of members and directors may be held at such places within the State of Maryland, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. The terms "Access Easement," "Open Space," "Declarant," "Improvements" "Lot," "Lot Owner," "Common Area" and "Residents" as used in these Bylaws shall have the meanings set forth in the Declaration of Covenants, Conditions and Restrictions for Mallard Run dated December 21, 1999, and recorded among the Land Records of Queen Anne's County on January 24, 2000 in Liber S.M. No. 717, folio 413 (the "Declaration").

Section 2. "Member" means those persons or entities entitled to membership in the Association as provided in the Declaration.

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 in the same month of each year thereafter, at a date, time and place within the State of Maryland selected by the Board of Directors of the Association.

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 (1/4) of all of the votes of the Members of the Association.

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 the notice, postage prepaid, not less than fifteen (15) nor more than sixty (60) days before the meeting, to each Member, addressed to the Member's address last appearing on the books of the Association, or supplied by the Member to the Association for the purpose of notice. The notice shall specify the place, day, and hour of the meeting. In the case of a special meeting, the notice shall state the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of Members or proxies entitled to cast one-tenth (1/10) of the votes of the Membership shall constitute a quorum for any action except as otherwise provided in the Declaration or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all 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 or her 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 shall be Members of the Association.

Section 2. Term of Office. The terms of office of the "Charter Directors" (as defined in the Articles of Incorporation of the Association) shall be for the period until the first annual meeting of the Members at which their successors are elected. The terms of each director other than a Charter Director shall be for one (1) year or until his successor is elected, whichever shall be the longer period. Each director, other than a Charter Director, shall be elected at the annual meeting.

Section 3. Removal. Any director, other than a Charter 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, pursuant to these Bylaws, of a Director, his successor shall be selected by the remaining Members of the Board and shall serve for the unexpired term of his predecessor.

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

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

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination of Directors for election to the Board of Directors shall be made by the Members of the Association from the floor at the annual meeting.

Section 2. Election. Election to the Board of Directors shall be by written ballot. At the election the Members of the Association 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

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held at least annually at such place and hour as may be fixed from time to time by resolution of the Board, without the necessity of further notice.

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 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 the power to:

(a) adopt and publish rules and regulations governing the use of the Open Space and Common Areas including any improvements and amenities located thereon, 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 of use of any recreational facilities located on any Common Area during any period in which the Member is in default in the payment of any assessment levied by the Association; these rights may also be suspended for a period not to exceed sixty (60) days for an 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 Members by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration; and

(d) employ a manager, independent contractors, or other employees or contractors as they deem necessary, and to prescribe their duties.

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

(a) keep 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 Membership, or at any special meeting when such a statement is requested in writing by the holders of one-fourth (1/4) of the votes of the Members of the Association.

(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 not later than January 31st of each year;

(2) send written notice of each annual assessment to every Lot Owner subject thereto not later than February 15th of each year, and of each special assessment, at least forty-five (45) days in advance of its due date; and

(3) foreclose the lien against a Lot if the Owner thereof has not paid the assessment thereon within such time as the Board of Directors may determine, or bring an action at law against the Lot 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; a reasonable charge may be made by the Board for the issuance of these certificates; (if the certificate states that an assessment has been paid, the certificate shall be conclusive evidence of payment with respect to any person relying on the certificate);

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

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

(g) cause the Open Space and Common Areas to be maintained.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

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

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

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

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the secretary. Such resignation shall take effect on the date of receipt of the notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of the 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 the vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. Not more than two offices may be held by the same person.

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

President

(a) The President shall preside at all meetings of the Members and of the Board of Directors and see that orders and resolutions of the Board are carried out. The President shall have authority to sign all leases, mortgages, deeds, and other written instruments.

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 exercise and discharge such other duties as may be required of him by the Board. The Vice-President shall likewise have authority to sign all leases, mortgages, deeds, and other written instruments.

Secretary

(c) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; 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 perform such other duties as required by the Board.

Treasurer

(d) The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and disburse these funds as directed by resolution of the Board of Directors; keep proper

books of account; cause an annual audit of the Association books to be made at the completion of each fiscal year; and 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 requesting the same.

ARTICLE IX

COMMITTEES

The Association shall appoint such committees as deemed appropriate in carrying out its purposes.

ARTICLE X

BOOKS AND RECORDS

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

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay to the Association assessments which are secured by a continuing lien upon the Lot against which the assessment is made. If the assessment is not paid on the due date, the assessment shall bear interest from the date of delinquency at the rate of 1% percent per month (12%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non use of the Open Space or Common Area or abandonment of his Lot.

ARTICLE XII

AMENDMENTS

Section 1. These Bylaws may be amended, at a regular or special meeting of the Members, by the holder of two-thirds (2/3) of the votes of the Members of the Association present in person

or by proxy at the meeting at which the vote is taken. Anything set forth above in this Article XII to the contrary notwithstanding, the Association shall have the absolute unilateral right, power and authority to modify, revise, amend or change any of the terms or provisions of these Bylaws all as from time to time amended or supplemented.

Section 2. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and the Articles or these Bylaws, the Declaration shall control.

Section 3. Notwithstanding the preceding Sections 1 and 2 of this Article, so long as the Mallard Run, L.L.C. controls the voting rights of the Association, the prior approval of the Federal Housing Administration or the Veterans Administration shall be required to: amend these By-laws, the Articles of Incorporation or the Declaration; to annex additional properties into the Association; to mortgage or dedicate the Common Areas; and, to dissolve the Association.

ARTICLE XIII

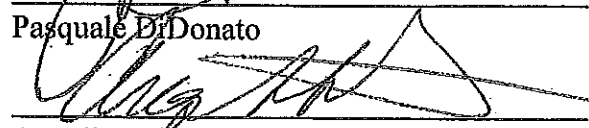
MISCELLANEOUS

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 and end on December 31st of that year.

IN WITNESS WHEREOF, we, being all of the Directors of Mallard Run Homeowners Association, Inc., have hereunto set our hands this 28 day of March, 2000.


James DiDonato


Pasquale DiDonato


Angelina DiDonato

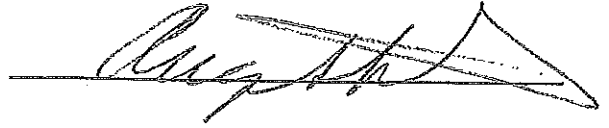
CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of Mallard Run Homeowners Association, Inc., a Maryland corporation; and

THAT the foregoing Bylaws constitute the original Bylaws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 28 day of March, 2000.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 28 day of March-
2000.

A handwritten signature in black ink, written over a horizontal line. The signature is cursive and appears to read "Cynthia".

Depository Information Required by the
Maryland Homeowners Association Act

00 OCT 19 PM 12:15

HOMEOWNERS ASSOCIATION DEPOSITORY INFORMATION
QUEEN ANNE'S COUNTY

1. (a) The name, principal address and telephone number of the Declarant are:

James DiDonato
Mallard Run, LLC
Suite 500, Rainbow Plaza
P.O. Box 142
Chester, MD 21619
Tel. (410) 643-4131
Fax. (410) 643-6501

RECORDING FEE 50.00
TOTAL 50.00
Rest 0001 Rcpt # 00433
SH RCR BIR # 1453
Oct 19, 2000 12:17 PM

(b) If the Declarant is a corporation or partnership, list the names and addresses of the principal officers of the corporation, or the general partners of the partnership (as the case may be):

2. The name of the Homeowners Association is: **Mallard Run Homeowners Association, Inc.** If incorporated, the Homeowners Association was incorporated in the State of **Maryland**. The name of the Maryland resident agent for the Homeowners Association is: **James DiDonato**.

3. The Development is located at: **Benton Rd., Stevensville, MD**. The Development consists of **81** lots. The minimum number of lots which may be contained within the Development are **26**. The maximum number of lots which may be contained within the Development are **81**.

4. The Declarant owns the following property which is contiguous to the Development and is to be dedicated to public use: **N/A**

5. State whether the Development is, or will be, within, or a part of, another development: **No.** If the answer is yes, give a general description of that other development: **N/A**.

6. State whether the Declarant has reserved the right to annex additional property to the Development: **No.** If the answer is yes, give a description of the size and location of the additional property and the approximate number of lots currently planned to be contained in the Development, as well as any time limits within which the Declarant may annex such property: **N/A**.

7. Attach a copy of the Bylaws and Rules of the Development. If the Development is, or will be, within, or a part of, another development, also attach a copy of the Bylaws and Rules of the other development. The obligations set forth in the Bylaws and Rules of the Development (and, if the Development is, or will be, within, or a part of, another development, the obligations set forth in the Bylaws and Rules of the other development) will become the obligations of, and will be enforceable against, the owner of a lot in the Development. State whether these obligations are also intended to become the obligations of, and enforceable against, the tenants of any owner of a lot in the Development: **Yes..**

8. (a) The Homeowners Association is now, or is expected to be, the owner of the common area described in the Declaration. In addition, the Homeowners Association is now, or is expected to be, the owner of the following property: **N/A.**

(b) The Homeowners Association leases now, or is expected to be the lessee of, the following property: **N/A.**

(c) The following property is not now owned or leased by the Homeowners Association, nor is the Homeowners Association expected to own or lease the following property, but it is maintained by the Homeowners Association: **Common Areas and Open Space.**

9. Information regarding the zoning and other land use requirements affecting the Development is available at the Office of Planning and Zoning for **Queen Anne's County, Maryland**, whose address is: **107 N. Liberty Street, Centreville, Maryland 21617.**

10. (a) If mandatory Homeowners Association fees or assessments are not now being levied, state when they will first be levied against owners of lots: **As set forth in the Declaration and By-Laws.**

(b) Provide a description of the procedure for increasing or decreasing such fees or assessments: **As set forth in Declaration and By-Laws.**

(c) Provide a description of how fees or assessments and delinquent charges will be collected: **Fees and assessments will be collected on a quarterly basis.**

(d) State whether unpaid fees or assessments are personal obligations of owners of lots: **Yes.**

(e) State whether unpaid fees or assessments bear interest: **Yes.** If they do, state the rate of interest: **1% per month (12% per annum).**

(f) State whether unpaid fees or assessments may be enforced by imposing a lien on a lot under the terms of the Maryland Contract Lien Act (§14-201, *et seq.* of the Real Property Article of the Annotated Code of Maryland): **Yes.**

(g) State whether lot owners will be assessed late charges or attorneys' fees for collecting unpaid fees or assessments and describe any other consequences for the non-payment of fees or assessments: **Yes.**

11. The following is a description of special rights or exemptions reserved by, or for, the Declarant, including (a) the right to conduct construction activities within the Development, (b) the right to pay a reduced Homeowners Association fee or assessment, (c) exemptions from use restrictions, and (d) architectural control provisions contained in the Declaration or provisions by which the Declarant intends to maintain control over the Homeowners Association: **Easement rights as set forth in Article IX of the Declaration.**

12. Provide the name, address, and telephone number of the management agent of the Homeowners Association (or other officer or agent authorized by the Homeowners Association to provide members of the public the information regarding the Homeowners Association, or state that no such agent (or officer) is presently so authorized: **No such agent is presently so authorized.**

13. Attachments (check if attached)

Bylaws: ✓

Regulations:

Bylaws and Regulations of any other development of which the Development is or will be a part: N/A.

Circuit Court for
QUEEN ANNE'S COUNTY
Clerk of the Court,
SCOTT MACOLASHAN
COURTHOUSE
CENTREVILLE, MD 21617-
(410) 758-1773

Transaction Block:	1423
Ref: MALLARDRUN	
OTHER LAND RECORDING RECORDING FEE	AMOUNT 50.00
SUBTOTAL:	50.00
TOTAL CHARGES:	50.00
PAYMENTS CHECK	50.00
TOTAL TENDERED:	50.00

Cashier: RCB Reg # 0A01
Rcpt # 88433
Date: Oct 19, 2000 Time: 12:17 pm

10

**ARTICLES OF INCORPORATION
MALLARD RUN HOMEOWNERS ASSOCIATION, INC.**

2/3/2-

1217p

In compliance with the requirements of Title 5, Subtitle 2 of the Corporations and Associations Article of the Annotated Code of Maryland, the undersigned, a resident of Maryland, who is at least eighteen years of age, has this day formed a nonstock corporation, not for profit, and does hereby certify:

ARTICLE I

The name of the Corporation is MALLARD RUN HOMEOWNERS ASSOCIATION, INC., hereafter called the "Association".

ARTICLE II

The principal office of the Association is located at Suite 500, Rainbow Plaza, P.O. Box 142, Chester, Queen Anne's County, Maryland 21619.

ARTICLE III

James DiDonato, whose address is Suite 500, Rainbow Plaza, P.O. Box 142, Chester, Queen Anne's County, Maryland 21619, is hereby appointed the registered agent of the Association.

ARTICLE IV

The terms "Access Easement," "Common Area," "Declarant," "Improvement," "Lot," "Lot Owner," "Open Space," and "Residents" as used in these Articles of Incorporation shall have the meanings set forth in the Declaration of Covenants, Conditions and Restrictions for Mallard Run dated December 21, 1999, and recorded among the Land Records of Queen Anne's County on January 24, 2000 in Liber, S.M. 717, at folio 413 (the "Declaration").

ARTICLE V

PURPOSES AND POWERS OF THE ASSOCIATION

The Association shall not operate for pecuniary gain or profit, shall not issue capital stock, and no part of the net earnings of the Association shall inure to the benefit of any member or individual (except that reasonable compensation may be paid for services rendered), and the specific purposes for which it is formed are to provide for: (i) the use, improvement, maintenance, operation and repair of the Open Space and Common Areas including any improvements and amenities located thereon; (ii) the establishment of rules and regulations for the use of the Open Space and Common Areas including any improvements and amenities located thereon; (iii) the distribution among the Lot Owners of the costs of the use, improvement, maintenance, operation and repair of the Open Space Common Areas including any improvements and amenities located thereon; (iv) the

promotion of the health, safety, pleasure, recreation, and welfare of the Residents, (v) the imposition and enforcement of architectural controls for the Improvements to be placed or constructed on the lots in Mallard Run, including any additions, reconstructions and/or replacements thereto, and the imposition and enforcement of land use controls relating to the use of the Lots, Open Space and Common Areas. In furtherance of these purposes, the Association, (by action of its Directors unless otherwise noted in these Articles of Incorporation or in the Declaration) shall have full power 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 the Declaration as the same may be amended from time to time as therein provided, the Declaration being incorporated herein by reference as if set forth at length;

(b) fix, levy, collect, and enforce payment by any lawful means of all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the affairs 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, subject, however, to the requirements of the Declaration;

(d) borrow money and, with the assent of two-thirds (2/3) of the votes of the members of the Association, mortgage, pledge, convey by deed of 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 or Open Space to any public agency, authority, or utility subject, however, to the requirements of the Declaration and to such conditions as may be agreed to by the members; and

(f) participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional property and open space, provided that, except as otherwise provided in the Declaration, any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of the votes of the members of the Association; and

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

ARTICLE VI

Every Lot Owner shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

ARTICLE VII

The Association shall have one class of voting membership:

Members shall be all Lot Owners and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members; however, for purposes of a quorum they shall be treated as a single member. The votes for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot than would be permitted if the Lot were owned by a single person. The Declarant shall be entitled to three votes for every Lot it owns.

ARTICLE VIII

BOARD OF DIRECTORS

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

James DiDonato, Suite 500, Rainbow Plaza, P.O. Box 142, Chester, Queen Anne's County, Maryland 21619.

Pasquale DiDonato, Suite 500, Rainbow Plaza, P.O. Box 142, Chester, Queen Anne's County, Maryland 21619.

Angelina DiDonato, Suite 500, Rainbow Plaza, P.O. Box 142, Chester, Queen Anne's County, Maryland 21619.

These Directors, (herein called "Charter Directors") shall serve until the first annual meeting of the members at which their successors are elected. In the event of death or resignation of a Charter Director during his or her term of office, the remaining Charter Directors shall elect a successor Charter Director to fill the unexpired term of such Charter Director.

ARTICLE IX

DISSOLUTION

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

organization to be devoted to similar purposes.

ARTICLE X


The Association shall exist perpetually.

ARTICLE XI

Amendment of these Articles shall require the assent of the holders of two-thirds (2/3) of the votes of the members of the Association present in person or by proxy at the meeting at which the vote is taken. Anything set forth above in this Article XI to the contrary notwithstanding, the Association shall have the absolute unilateral right, power, and authority to modify, revise, amend, or change any of the terms or provisions of these Articles of Incorporation all as from time to time amended or supplemented.

Notwithstanding the preceding paragraph of this Article XI, so long as the Mallard Run, L.L.C. controls the voting rights of the Association, the prior approval of the Federal Housing Administration or the Veterans Administration shall be required to: amend these Articles of Incorporation, the By-laws or the Declaration; to annex additional properties into the Association; to mortgage or dedicate the Common Areas; and, to dissolve the Association.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Maryland, the undersigned, James DiDonato, whose post office box address is P.O. Box 142, Queen Anne's County, Maryland 21619, Maryland 21658 being at least eighteen years of age, has executed these Articles of Incorporation this 31 day of Jan, 2000, for the purpose of incorporating this Association.



JAMES DIDONATO

organization to be devoted to similar purposes.

ARTICLE X

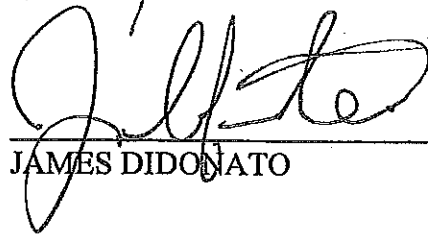
.The Association shall exist perpetually.

ARTICLE XI

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JAMES DIDONATO

DOCUMENT CODE 02 BUSINESS CODE 04

_____ P.A. _____ Religious _____ Close _____ Stock Nonstock

Deceasing (Transferor) _____

Surviving (Transferee) _____

FEEES REMITTED

Base Fee: 20
Org. & Cap. Fee: 20
Expedite Fee: 30

Penalty: _____
State Recordation Tax: _____
State Transfer Tax: _____
Certified Copies: _____
Copy Fee: _____
Certificates: _____
Certificate Fee: _____
Other: _____

TOTAL FEES: 70

Credit Card

Check

Cash

(New Name) _____

- Change of Name
- Change of Principal Office
- Change of Resident Agent
- Change of Resident Agent Address
- Resignation of Resident Agent
- Designation of Resident Agent and Resident Agent's Address
- Change of Business Code

ID # D05651880 ACK # 1000143225000000
LIBER: B00112 FOLIO: 1566 PAGES: 0005
MALLARD RUN HOMEOWNERS ASSOCIATION, INC

02/03/2000 AT 12:17 P WO # 0000273927

Documents on _____ Checks _____

APPROVED BY: [Signature]

CODE _____

ATTENTION: _____

NOTE:

STATE OF MARYLAND
DEPT OF ASSESSMENTS AND TAXATION
CUST ID: 0000321393
WORK ORDER: 0000273927
DATE: 02-06-2000 10:32 AM
AMT. PAID: \$70.00

MAIL TO ADDRESS: _____

COMMENT:

Joseph Stevens
114 W. Water St
Centreville Md
21617

APPROX. 10'-0" X 40'-0"
BOAT SPACE (TYP 2)

APPROX. 10'-0" X 35'-0"
BOAT SPACE (TYP 23)

FUTURE CANOE / SMALL
BOAT STORAGE RACK

MALLARD RUN HOA
BOAT / RV STORAGE LOT
SCALE: 1" = 20'

