

1093, Folio 275, of the land records of Frederick County, Maryland, as subsequently supplemented and amended, (hereinafter referred to as the "Declaration"), the Declarant subjected a certain portion of the Entire Tract (the "Property") to certain covenants, restrictions, easements, charges and liens; and

WHEREAS, Exhibit A to the Declaration, being the By-laws of Crestwood Village at Frederick Homeowner's Association, Inc., (the "By-laws") provide in Article IV, Section 1(d) thereof that Declarant will have the right to vote for, elect and appoint not more than four (4) of the seven (7) Trustees, so long as no more than eleven hundred (1,100) Homes have been conveyed to individual purchasers; and

WHEREAS, the Veterans Administration has required that Article IV, Section 1(d) of the By-laws be amended to provide for a termination of control by the Declarant of the Homeowner's Association upon the conveyance of 1,050 Homes to individual purchasers; and

WHEREAS, Article VI, Section 4 of the Declaration reserves to Declarant the right unilaterally to amend the Declaration if required by a bank, mortgage banker or other institutional lender or by any governmental agency having regulatory jurisdiction over the Property and grants to Declarant an irrevocable power of attorney to execute any such amendment on behalf of any contract purchaser, owner, occupant,

or holder of any mortgage or other lien upon, or having any legal or equitable interest in any portion of the Property;

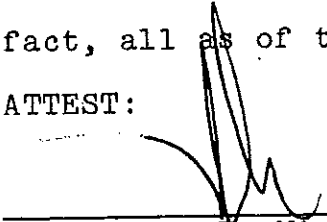
NOW, THEREFORE, Declarant hereby amends the Declaration as follows:

Article IV, Section 1, sub-paragraph (d) of the By-laws, Exhibit A to the Declaration, is hereby amended by the deletion of the words "eleven hundred (1,100)" from the third line of said sub-paragraph and the words "one thousand fifty (1,050)" are substituted in their place.

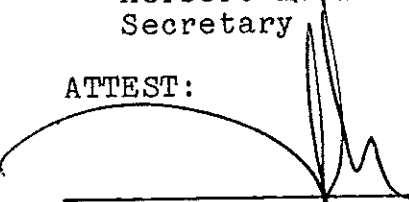
Except as expressly provided herein, the Declaration and its Exhibits shall continue in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed by its President and attested by its Secretary, and the corporate seal affixed, pursuant to a resolution duly and unanimously adopted by its Board of Directors and every contract purchaser, owner, occupant, or holder of any mortgage or other lien upon, or having any legal or equitable interest in any portion of the Property has caused this Second Amendment to be executed and ensealed by its lawful attorney in fact, all as of the day and the year first above written.

ATTEST:


Herbert E. Wishnick,
Secretary

ATTEST:


Herbert E. Wishnick,
Secretary

CRESTWOOD VILLAGE, INC.

By: 
Miroslav A. Kokes

CRESTWOOD VILLAGE, INC., as
attorney in fact

By: 
Miroslav A. Kokes

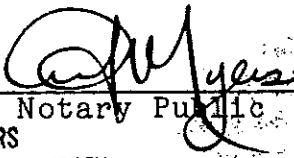
State of New Jersey)

ss:

County of Ocean)

I hereby certify that on this 10th day of January, 1984, before me, a Notary Public in and for the State and County aforesaid, personally appeared Miroslav A. Kokes, President of Crestwood Village, Inc., a body corporate of the State of New Jersey and acknowledged himself to be such President and duly authorized and empowered to act on behalf of Crestwood Village, Inc. and did further acknowledge the aforesaid Declaration to be the act and deed of Crestwood Village, Inc. for the purposes therein contained.

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


 Notary Public

ANN G. MYERS

NOTARY PUBLIC OF NEW JERSEY

My Commission Expires April 23, 1986

My commission expires on

STATE OF NEW JERSEY :

COUNTY OF OCEAN :

TO WIT:

I HEREBY CERTIFY that on this 10th day of January, 1984, before me, a Notary Public for the state and county aforesaid, personally appeared Miroslav A. Kokes, the President of CRESTWOOD VILLAGE, INC., known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he has executed the same on behalf of said corporation as the attorney-in-fact for each and every contract purchaser, owner, occupant, or holder of any

mortgage or other lien upon, or having any legal or equitable interest in any of the real property subject to the Declaration for the purposes therein set forth, and that the same is their act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

Ann G. Myers
Notary Public

ANN G. MYERS

NOTARY PUBLIC OF NEW JERSEY
My Commission Expires April 23, 1986

My commission expires on _____

CONSENT AND AGREEMENT OF
MORTGAGEE

Midlantic National Bank, a National Banking Association, who is mortgagee under a certain mortgage dated March 19, 1979 and recorded among the Land Records of Frederick County, Maryland, in Liber 1077 at folios 789 et seq., hereby join in this Second Amendment to the Declaration for the express purpose of consenting thereto and for the purpose of subjecting all of their right, title and interest under the said mortgage in and to the real property encumbered by the Declaration and/or described in this Second Amendment to the Declaration to the operation and effect of this Second Amendment to the Declaration.

IN WITNESS WHEREOF, Midlantic National Bank has executed and ensealed this Consent and Agreement of Mortgagee or caused it to be executed and ensealed on its behalf by its duly authorized representatives, this 26th day of January, 1984.

ATTEST:

Midlantic National Bank, a
National Banking Association organized
and existing under the law of
the United States,

Elsie M. Delfino
ELSIE M. DELFINO
ASSISTANT CASHIER

by *Michael P. Crilley* (SEAL)
MICHAEL P. CRILLEY
Assistant Vice President

STATE OF NEW JERSEY:

COUNTY OF MIDDLESEX:

TO WIT:

I HEREBY CERTIFY that on this 26th day of January, 1984, before me, a Notary Public for the state and county aforesaid, personally appeared Michael P. Geller, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he is the Assistant Vice President of MIDLAND NATIONAL BANK, a 4th U.S. organized and existing under the law of the U.S., that he has been duly authorized to execute, and has executed, the foregoing instrument on behalf of the said entity for the purposes therein set forth, and that the same is its act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

Deborah Thornton

Notary Public

DEBORAH THORNTON

NOTARY PUBLIC OF NEW JERSEY

My commission expires on

My Commission Expires Aug. 17, 1988

Sept 6 1984 3:29 P

SECOND SUPPLEMENTAL
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS OF CRESTWOOD VILLAGE
AT FREDERICK HOMEOWNER'S ASSOCIATION, INC.

THIS SECOND SUPPLEMENTAL DECLARATION, made this 22nd day of August, 1984, by CRESTWOOD VILLAGE, INC., a New Jersey Corporation, having its principal office at P.O. Box 166, Whiting, New Jersey (hereinafter referred to as the "Declarant").

W I T N E S S E T H:

WHEREAS, Declarant is the owner of fee simple title to a substantial portion of approximately 209.602 acres of land located in Frederick County, Maryland, (hereinafter referred to as the "Entire Tract"); and

WHEREAS, the Declarant is in the process of developing a residential community upon all or a portion of the Entire Tract to be known as "Crestwood Village at Frederick" (hereinafter the "Community") which is intended to ultimately contain from 1200 to 1600 homes together with certain recreational and other facilities; and

WHEREAS, by Declaration of Covenants, Conditions and Restrictions of Crestwood Village at Frederick Homeowners Association, Inc. dated August 23, 1979 and recorded in Liber 1093, Folio 275, of the land records of Frederick County, Maryland (hereinafter referred to as the "Initial Declaration"), the Declarant subjected a certain portion of the Entire Tract, known as Crestwood Village at Frederick Section 1; which lands are more specifically described in the Initial Declaration, to certain covenants, restrictions, easements, charges and liens; and

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WHEREAS, Declarant has or will cause to be recorded in the land records of Frederick County, Maryland a First Supplemental and Amendatory Declaration of Covenants, Conditions and Restrictions of Crestwood Village at Frederick Homeowner's Association, Inc. modifying in certain respects the provisions of the Initial Declaration (hereinafter referred to as the First Supplemental and Amendatory Declaration); and

WHEREAS, the Declarant has constructed a residential building containing 8 Units which the Declarant intends to subject to the condominium form of ownership pursuant to the provisions of the Maryland Condominium Statutes, as amended, which building is to be located upon Lot No. 310, together with certain roads, driveways and other improvements upon the lands described in Exhibit A attached hereto made a part hereof; all substantially as shown on that certain plat entitled "Crestwood Village at Frederick, Maryland, Re-allotment No. 1 of Model Section" dated August 22, 1982, by Fellows, Read & Assoc., Inc., which plat has been filed in the land records of Frederick County, Maryland in Plat Book 26 at page 140; and

WHEREAS the Declarant wishes to provide for the preservation and maintenance of said Building and to subject all of the Property hereinafter described to the covenants, restrictions, easements, charges, liens, and provisions set forth in the Initial Declaration, as amended, each and all of which are intended to be for the benefit of such Property and each and every owner thereof;

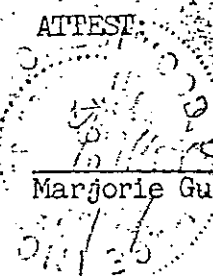
NOW, THEREFORE, Declarant declares that the lands described in Exhibit A attached hereto and made a part hereof are incorporated into


Section 1 of the Community and is to be sold, conveyed, occupied and used subject to the covenants, conditions, easements, charges, liens, and provisions set forth in the Initial Declaration and the First Supplemental and Amending Declaration, as now or hereafter lawfully amended or supplemented, all of which are hereby incorporated by reference as though fully set forth herein, and that said lands and said Section 1 are and shall be an All-Adult Section.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed the day and year first above written, by its President and attested by its Secretary, and the corporate seal affixed, pursuant to a resolution duly and unanimously adopted by its Board of Directors.

ATTEST:

CRESTWOOD VILLAGE, INC.


Marjorie Gurdock, Asst. Secy.

By: 
Ross Wishnick, Vice President

STATE OF NEW JERSEY)

)SS:

COUNTY OF OCEAN)

I HEREBY CERTIFY that on this 22nd day of August, 1984, before me, a Notary Public in and for the State and County aforesaid, personally appeared ROSS WISHNICK, President of Crestwood Village, Inc., a body corporate of the State of New Jersey, and acknowledged himself to be such Vice President and duly authorized and empowered to act on behalf

of Crestwood Village, Inc., and as such, the undersigned is aforesaid Declaration to be the act and deed of Crestwood Village, Inc. for the purposes therein contained.

WITNESS my hand and Notarial Seal

Notary Public

ARNOLD MYERS

NOTARY PUBLIC OF NEW JERSEY

My Commission Expires 1-1-1961

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Sept 6 1984 At 3³⁰ O'clk P M Same Day Recorded & Ex'd per Charles C. Keller, CII
CRESTWOOD VILLAGE AT FREDERICK CONDOMINIUM

FIRST AMENDMENT OF DECLARATION

THIS FIRST AMENDMENT OF DECLARATION (hereinafter referred to as "this Amendment"), made this 22nd day of August, 1984, by and among CRESTWOOD VILLAGE, INC., a corporation organized and existing under the law of New Jersey (hereinafter referred to as "the Developer"), and by each of the persons whose names are enumerated as signatories hereto and which are listed on Exhibit B hereto,

WITNESSETH, THAT WHEREAS, pursuant to the provisions of a Declaration of Covenants of Crestwood Village at Frederick Condominium dated August 23, 1979, and recored among the Land Records of Frederick County, Maryland, in Liber 1093 at Folios 448 et seq. (hereinafter referred to as "The Declaration") all of that land, situate and lying in the said County, which is described therein, was subjected to a condominium regime (hereinafter referred to as "the Condominium"), all as is more particularly set forth in the Declaration; and

WHEREAS, by the provisions of the Maryland Condominium Act, title 11 of the Real Property Article of the Annotated Code of Maryland, the provisions of the Declaration may be amended with and only with the prior, express written consent thereto of each Unit Owner and each Mortgagee, acting in accordance with the provisions of the Act; and

WHEREAS the parties hereto collectively constitute the Unit Owners of all of the Units in the Condominium, and intend by the provisions of this Amendment to amend the provisions of the Declaration; and

WHEREAS appended hereto are the written consents of each Mortgagee of a Unit in the Condominium to ~~the~~ the amendment,

NOW, THEREFORE, the parties hereto hereby amend the Declaration in the manner herein set forth:

Section 1. Amendment of Declaration.

1.1. The provisions of Section 9 of the Declaration are amended by deleting the second sentence of the first papagraph and the entire second paragraph, and by inserting in lieu thereof the following:

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The Developer hereby reserves, for a period of seven (7) years after the date hereof, the right (which shall be exercisable at its sole discretion, but only in accordance with the provisions of this Section) to expand the Condominium by subjecting to the Condominium Regime, and thereby adding to the Condominium, that parcel of land, situate and lying in the said County, which is designated on the condominium plat, as amended by the plats being recorded simultaneously herewith, as Lot No. 310, and is more particularly described in Exhibit A to this Amendment respectively, together with all of the respective improvements thereon and all of the respective rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging or in any way appertaining (which parcel, together with such improvements thereon and appurtenances thereto, is hereinafter referred to as Lot No. 310 or as a "Future Parcel").

Any such expansion shall be accomplished by, and shall be and become effective upon and only upon,

(a) the amendment of this Declaration by the recordation among the Land Records of an appropriate amendatory instrument which expressly subjects such Future Parcel to the operation and effect of this Declaration, and sets forth

(i) the undivided percentage interest in the Common Elements, and the percentage interest in the Common Expenses and Common Profits, of each Unit Owner after such expansion, as determined in accordance with the provisions of Section 5; and

(ii) the number of Votes which each Unit Owner is entitled to cast at meetings of the Council of Unit Owners after such expansion, as determined in accordance with the provisions of Section 5.

(b) the amendment of the condominium plat by the recordation among the Land Records of an appropriate amendatory plat (consisting of one or more sheets) setting forth the detail and information

Parcel, the Units and the Common Elements added to the Condominium by such expansion which is required by applicable law to effectuate such expansion.

The outlines of those portions of such Future Parcel which, if added to the Condominium, as aforesaid, will constitute buildings or be part of the Common Elements, are shown in general terms on the Condominium Plat, as such has been amended contemporaneously herewith,

The maximum number of Units which may be added to the Condominium as the result of any such expansion shall be eight (8).

Upon any such expansion of the Condominium,

(a) the title to each Future Parcel thereby added to the Condominium shall be and thereafter remain subject to the operation and effect of the provisions of this Declaration, to the same extent as if it were part of the Condominium on the date hereof; and

(b) each mortgage or deed of trust in effect immediately before such expansion shall automatically and without the necessity of any action by any party thereto, be deemed to encumber the percentage interests in the Common Elements which is appurtenant to that Unit, the title to which is encumbered by such Mortgage, as such exists immediately after such expansion.

Section 2. Definitions. As used herein, the terms "Unit", "Unit Owner", "Council", "Common Elements", and "Mortgagee" have the meanings ascribed to them by the provisions of the Declaration.

Section 3. General.

3.1. Effectiveness. This Amendment shall become effective on and only on being executed, sealed and acknowledged by each Unit Owner, consented to by each Mortgagee and recorded among the said Land Records.

3.2. Effect of this Amendment. The provisions of the Declaration shall for all purposes thereof be, and are hereby, amended in the manner set forth in the provisions of this Amendment. Except as is set forth

herein, the provisions of the Declaration shall hereafter remain in full force and effect, as if this Amendment had not been made.

IN WITNESS WHEREOF, Crestwood Village, Inc. has caused this Amendment to be executed and ensealed on its behalf by its duly authorized representative and each of the persons whose names are listed on Exhibit B hereto have caused this Amendment to be executed and ensealed by their duly-authorized attorney-in-fact, all as of the day and year first above written.

ATTEST:

Marjorie Gurdock
Marjorie Gurdock, Asst. Secretary

Marjorie Gurdock
Marjorie Gurdock, Asst. Secretary

CRESTWOOD VILLAGE, INC.

by Ross Wishnick
Ross Wishnick, Vice President

Ross Wishnick
Crestwood Village, Inc., attorney
in-fact

STATE OF New Jersey : COUNTY OF Ocean :

TO WIT:
I HEREBY CERTIFY that on this 22nd day of August, 1984, before me, a Notary Public for the state and county aforesaid, personally appeared Ross Wishnick, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he is the Vice-President of CRESTWOOD VILLAGE, INC., a corporation organized and existing under the law of New Jersey, that he has been duly authorized to execute and has executed such instrument on its behalf for the purposes therein set forth, and that the same is its act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

Ann G. Myers
ANN G. MYERS Notary Public
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires April 23, 1986

My commission expires on

STATE OF New Jersey : COUNTY OF Ocean :

TO WIT:
I HEREBY CERTIFY that on this 22nd day of August, 1984, before me, a Notary Public for the state and county aforesaid, personally appeared Ross Wishnick, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he is the Vice-President of CRESTWOOD VILLAGE, INC., a corporation organized and existing under the law of New Jersey, that he has been duly authorized to execute and has executed such instrument on its behalf for the purposes therein set forth, and that the same is its act and deed.

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BOOK 1253 PAGE 95

aforesaid, personally appeared Ross Wishnick, the Vice-President of CRESTWOOD VILLAGE, INC., known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he has executed the same on behalf of said corporation as the attorney-in-fact for each of the persons whose names are listed on Exhibit A thereto for the purposes therein set forth, and that the same is their act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

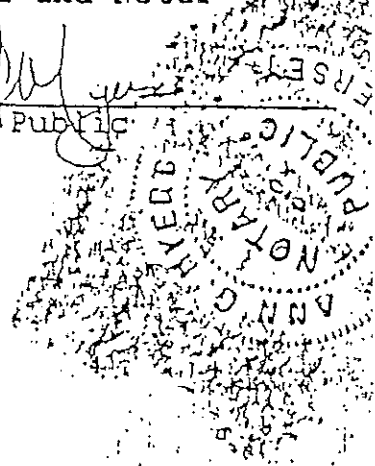
ANN G. MYERS

Notary Public

NOTARY PUBLIC OF NEW JERSEY

My Commission Expires April 23, 1986.

My commission expires on



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Sept 6 1984 At 3³⁰ P M Some Day Recorded & Ex'd per Charles C. Kellar, CL

CRESTWOOD VILLAGE AT FREDERICK CONDOMINIUM

SECOND AMENDMENT OF DECLARATION

THIS SECOND AMENDMENT OF DECLARATION (hereinafter referred to as "this Amendment"), made this 22nd day of August, 1984, by CRESTWOOD VILLAGE, INC., a corporation organized and existing under the law of New Jersey (hereinafter referred to as "the Developer"),

WITNESSETH, THAT WHEREAS, by a Declaration of Covenants of Crestwood Village at Frederick Condominium dated August 23, 1979, and recorded among the Land Records of Frederick County, Maryland, in Liber 1093 at folios 448 et seq., as amended by a First Amendment of Declaration dated Sept. 6, 1984 and recorded among the said Land Records prior to the recordation of this Amendment (as amended, hereinafter referred to as "the Declaration"), the Developer has subjected to a condominium regime (hereinafter referred to as "the Condominium Regime") all of that land, situate and lying in the said County, which is known and designated as Lot No. 11 and Lot No. 69A as shown and described on a plat of Crestwood Village, Section I, dated January 19, 1979 and recorded in Plat Book No. 20, Page 13 of the said Land Records (all of which land is hereinafter referred to collectively as "Parcel 1"); and

WHEREAS, by the provisions of the Declaration, the Developer has reserved the right (which may be exercised at the Developer's sole discretion in accordance with such provisions) to expand the condominium (hereinafter referred to as "the Condominium") created by the recordation of the Declaration among the said Land Records, by subjecting to the Condominium Regime, and thereby adding to and incorporating within the Condominium, that tract of land, situate and lying in the said County, which is known and designated as Lot No. 310 as shown on the condominium plat for the Condominium, as amended, which plat and amendments are recorded among the said Land Records in Plat Book No. 20, Page 13 and Plat Book No. 26, Page 140, respectively, (which plats, together with any amendatory plats at any time hereafter recorded among the said Land Records, is hereinafter and in the Declaration referred to collectively as "the condominium plat"); and

WHEREAS, the Developer intends by this Amendment to subject Lot No. 310 to the Condominium Regime, as aforesaid,

NOW, THEREFORE, THE DEVELOPER HEREBY DECLARES the Developer's intent to subject, and hereby subjects, to the Condominium Regime Lot No. 310 all as more particularly

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at Frederick Condominium - Addition of Lot 310", which are being recorded among the said Land Records simultaneously with the recordation thereamong of this Amendment, are hereby designated as exhibits to the Declaration and to this Amendment, and are hereinafter referred to collectively as "the Amendatory Condominium Plat",

TOGETHER WITH all of the improvements on such land (including, by way of example rather than of limitation, those buildings, the location on such land and the dimensions of which are shown on the Amendatory Condominium Plat), and all of the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging or in any way appertaining,

SUBJECT TO the operation and effect of any and all instruments recorded among the said Land Records before the recordation thereamong of this Amendment,

UPON THE TERMS AND SUBJECT TO THE CONDITIONS which are hereinafter set forth:

Section 1. Definitions. As used herein, the terms "Unit", "Unit Owner", "Common Elements", "Limited Common Elements", "General Common Elements", "percentage interests" and "council of Unit Owners" have the meanings ascribed to them by the provisions of the Declaration.

Section 2. Units and Common Elements.

2.1. Units. The Condominium shall hereafter include a total of twenty-four (24) Units, consisting of

2.1.1. the sixteen (16) Units included within the Condominium by the recordation the Declaration among the said Land Records, and

2.1.2. eight (8) additional Units, the location within the Condominium and the dimensions of each of which are shown on the Amendatory Condominium Plat, and are more particularly defined by the provisions of Section 3 of the Declaration.

2.2. Common Elements.

2.2.1. The Common Elements shall hereafter include (in addition to the Common Elements included within the Condominium by the recordation of the Declaration) Lot No. 310, the improvements thereon and the appurtenances thereto which are not part of any Unit.

2.2.2. Of the Common Elements hereby included within the Condominium, any and all of which are includible within the definition of Limited Common Elements under Section 4 of the Declaration shall be Limited Common Elements, and any and all of which are not so includible shall be General Common Elements.

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Section 3. Percentage Interests. Each Unit Owner's undivided percentage interest in the Common Elements, and each Unit Owner's percentage interest in the Common Expenses and Common Profits, hereafter shall no longer equal the respective fractions set forth with respect to his Unit in the Declaration, but shall equal those respective fractions set forth with respect to such Unit in a schedule attached hereto as Exhibit A, and made a part hereof, which fractions have been determined in accordance with the provisions of the Declaration.

Section 4. Votes. At meetings of the Council of Unit Owners, each Unit Owner (including, by way of example rather than of limitation, each Unit Owner of a Unit added to the Condominium by the recordation of this Amendment and the Amendatory Condominium Plat among the said Land Records) shall, by his ownership of a Unit, be entitled to cast one (1) Vote in the affairs of the Council of Unit Owners, which number has been determined in accordance with the provisions of the Declaration.

Section 5. General.

5.1. Effectiveness. This Amendment shall become effective on and only on being executed, ensealed and acknowledged by the Developer, and recorded among the said Land Records.

5.2. General plan of development. The provisions of the Declaration and of this Amendment shall conclusively be deemed to be part of a general plan or scheme of development and use for the Condominium and, as such, to be covenants running with, binding upon, benefiting and burdening the respective titles to each Unit and the Common Elements, all upon the terms and subject to the conditions set forth in the provisions of the Declaration and herein. The Units and the Common Elements included within the Condominium by the recordation of this Amendment and the Amendatory Condominium Plat among the said Land Records shall in all respects be subject to the operation and effect of the Declaration, to the same extent and in the same manner as if they were included therein by the recordation of the Declaration among the said Land Records.

5.3. Effect of this Amendment. The provisions of the Declaration shall for all purposes thereof be, and are hereby, amended in the manner set forth in the provisions of this Amendment. Except as is set forth herein, however, the provisions of the Declaration shall hereafter remain in full force and effect, as if this Amendment had not been made.

IN WITNESS WHEREOF, the Developer has caused this Amendment to be executed and ensealed on its behalf by its

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duly authorized representatives, the day and year first
above written.

ATTEST:

CRESTWOOD VILLAGE, INC., a
corporation organized and
existing under the law of New
Jersey,

Marjorie Curdock
Marjorie Curdock, Asst. Secretary

by Ross Wishnick (SEAL)
Ross Wishnick, Vice-President

STATE OF New Jersey: COUNTY OF Ocean: TO WIT:

I HEREBY CERTIFY that on this 22nd day of August,
1984, before me, a Notary Public for the state and
county aforesaid, personally appeared Ross Wishnick
known to me or satisfactorily proven to
be the person whose name is subscribed to the foregoing
instrument, who acknowledged that he is the Vice President
of CRESTWOOD VILLAGE, INC., a corporation organized and
existing under the law of New Jersey and the entity named
in such instrument as "the Developer", that he has been
duly authorized to execute, and has executed, such instru-
ment on its behalf for the purposes therein set forth, and
that the same is its act and deed.

IN WITNESS WHEREOF, I have set my hand and Notar-
ial Seal, the day and year first above written.

Ann G. Myers
Notary Public

ANN G. MYERS
NOTARY PUBLIC OF NEW JERSEY

My commission expires on My Commission Expires April 23, 1988

CRESTWOOD VILLAGE AT FREDERICK CONDOMINIUM

SECOND AMENDMENT OF DECLARATION

EXHIBIT A

SCHEDULE OF PERCENTAGE INTEREST IN COMMON ELEMENTS
AND PERCENTAGE INTEREST IN COMMON
EXPENSES AND COMMON PROFITS

All first floor units (Lot 11, Units A, B, C, & D and Lot 69A, Units A, B, C, & D and Lot 310, Units A, B, C, & D)..... .0407

All second floor units (Lot 11, Units E, F, G, & H and Lot 69A, Units E, F, G, & H and Lot 310, Units E, F, G, & H)..... .0427

Dalltons
Lot 11 = white
Lot 69A = lake
Lot 310 = blue

THIRD SUPPLEMENTAL AND AMENDATORY DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
CRESTWOOD VILLAGE AT FREDERICK HOMEOWNER'S ASSOCIATION

This Amendment to Declaration, made this 10th day of July
1990, by Crestwood Village Homeowner's Association, 6903
Crabapple Drive, Frederick, Maryland (hereinafter referred to as
the "Association").

W I T N E S S E T H :

WHEREAS, by Declaration of Covenants, Conditions and Restrictions of Crestwood Village at Frederick Homeowner's Association, Inc. dated August 23, 1979 and recorded in Liber 1093, Folio 275, of the land records of Frederick County, Maryland, the Declarant (Crestwood Village, Inc., a New Jersey Corporation, having its principal office at P.O. Box 166, Whiting, New Jersey, its successors and assigns) subjected a certain portion of the residential community, known as Crestwood Village I, which lands are more specifically described in the Initial Declaration, to certain covenants, restrictions, easements, charges and liens; and

WHEREAS, Article III, Section 4(a) of the initial Declaration and the First Supplemental and Amendatory Declaration dated January 31, 1984 and recorded in Liber 1226, Folio 611, of the land records of Frederick County, Maryland contain a restriction limiting permanent residents of Crestwood Village I to persons at least forty-eight (48) years of age or over, with certain exceptions as therein provided; and

WHEREAS, Public Law 100-430, dated September 13, 1988, known as the "Fair Housing Amendments Act of 1988", prohibits discrimination on the basis of familial status, except in housing for older persons, defined, in part, as "housing intended and operated for occupancy by at least one person 55 years of age or older per unit"; and

WHEREAS, the Board of Trustees of the Association declared the intent of Crestwood Village I to continue as housing for older persons by passing Resolution 89-2 dated March 7, 1989, and recorded in Book 2, Page 1193 of the depository of Homeowners' Association records of Frederick County, Maryland, by declaring Crestwood Village I exempt from the provisions of Public Law 100-430 pertaining to the prohibition of discriminating on the basis of familial status, as 80 percent or more of its units are occupied by at least one person age 55 years or older as permitted by Public Law 100-430 and by providing significant facilities and services designed to meet the physical or social needs of older persons, as required by said Public Law; and

WHEREAS, it is deemed mandatory for the Declaration and its Amendments to be consistent with law;

NOW THEREFORE, the Declaration is amended as follows:

Article III, Section 4(a) is amended in the Declaration by the deletion of the words "forty-eight (48)" and the words "fifty-five (55)" are substituted in their place in all lines of the Section defining the age restriction and in subsequent amendments pertaining thereto.

This Amendment does not affect those persons between the ages of 48 years of age and 55 years of age residing in Crestwood Village I on the date of the execution of this instrument.

IN WITNESS WHEREOF, The Association has caused this instrument to be executed the day and year first above written, by its President and attested by its Secretary, and the Corporate seal affixed, pursuant to Resolution 90-2 dated July 10, 1990 duly and unanimously adopted by its Board of Trustees.

ATTEST:

CRESTWOOD VILLAGE AT FREDERICK
HOMEOWNER'S ASSOCIATION, INC.

Carol Fisher
Carol Fisher, Secretary

By: Chris R. Tyree
Chris R. Tyree, President

STATE OF MARYLAND)
) SS:
COUNTY OF FREDERICK)

On this 27th day of June, 1990, before me, the undersigned officer personally appeared, (name of person making acknowledgement on behalf of corporation), who acknowledged himself to be the President of the Board of Trustees of Crestwood Village at Frederick Homeowner's Association, a corporation, and that he, as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President.

In witness whereof I hereunto set my hand and official seal.

Damela A. Hood.
Signature of notary public

(Notary Seal)

My commission expires 4-3-1994

IN THE CIRCUIT COURT OF MARYLAND FOR FREDERICK COUNTY

CRESTWOOD VILLAGE AT FREDERICK
HOMEOWNER'S ASSOCIATION, INC.

Plaintiff,

V.

ALL MEMBERS OF CRESTWOOD VILLAGE
AT FREDERICK HOMEOWNER'S ASSOCIATION,
INC., COLLECTIVELY AND INDIVIDUALLY¹

Defendants.

)
)
)
) Civil Case No.:10-C-00-001393 DJ
)
)
)
)
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)
)
)

ORDER

UPON review of the Motion for Entry of Default Judgment and supporting exhibits thereto, it is this 5th day of June, 2001, hereby,

ORDERED, that Plaintiff has effectively served process upon the Defendants by service of process and publication through various means; and it is

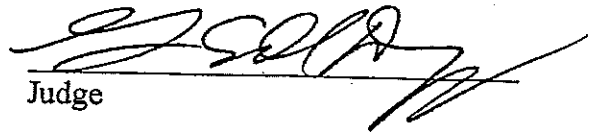
FURTHER ORDERED, that Plaintiff's Motion for Entry of Default Judgment by and hereby is GRANTED; and it is

FURTHER ORDERED, that Plaintiff has effectively amended the age restriction contained in Article III, Section 4(a) of the Declaration, as the same is restated in Paragraph 2 of the First Supplemental and Amendatory Declaration to comply with the federal Fair Housing Amendments Act of 1988, as amended by the Housing for Older Persons Act of 1995, by the recordation of the Third Supplemental and Amendatory Declaration; and it is

FURTHER ORDERED, that further legal action will not be necessary to further modify the governing documents of the Plaintiff Association to comply with the future potential changes

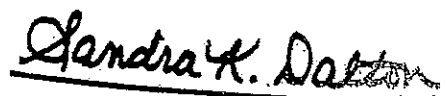
¹Named individually in Exhibit "A" to Declaratory Judgment Complaint.

with such federal statutes and the same may become necessary to carry out the intent that the Association be maintained as an age-restricted retirement community and that a two-thirds (2/3) affirmative vote of the Association would be sufficient for such modifications.


Judge

cc: Shelah Fidellman Lynn
Samantha Healy Blommer
CHADWICK, WASHINGTON, OLTERS,
MORIARTY & LYNN, P.C.
7979 Old Georgetown Road, Suite 600
Bethesda, Maryland 20814
(301)652-1448

TRUE COPY TEST.


CLERK

FILED

2001 JUN 12 A 7:45

SANDRA K. DALTON

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CRESTWOOD VILLAGE

ARTICLES OF INCORPORATION

SECTION II

RESOLUTION OF THE BOARD OF TRUSTEES
CRESTWOOD VILLAGE AT FREDERICK HOMEOWNER'S ASSOCIATION

The Board of Trustees of Crestwood Village at Frederick Homeowner's Association (the "Corporation"), a corporation organized in the State of Maryland, on this 29th day of November, 1999, duly approved a resolution as follows:

RESOLVED: That the principal office of the Corporation in the State of Maryland be and it is hereby changed to 6902 Crabapple Drive, Frederick, Maryland 20703.

RESOLVED: That the proper officers of the Corporation be and they are hereby authorized and directed for and on behalf of the Corporation to file notice of this Resolution with the State Department of Assessments and Taxation of Maryland, and to do and perform any and all other necessary and proper acts incident thereto.

I, James Belcher, President, certify under the penalties of perjury that to the best of my knowledge, information and belief, the foregoing Resolution is true in all material respects.

CRESTWOOD VILLAGE AT FREDERICK
HOMEOWNERS ASSOCIATION

DATE: 12/3/99

BY: James Belcher
James Belcher, President

I, Horace Anderson, Secretary of the Board of Trustees of Crestwood Village at Frederick Homeowners Association hereby confirm that the above Resolution to change the principal office was approved by the Board of Trustees, and that this approval will be reflected in the minutes of the Board Meeting.

DATE: 12/3/99

BY: H. W. Anderson
Horace Anderson, Secretary

STATE OF MARYLAND
COUNTY OF FREDERICK

I hereby certify that on Dec 3 1999 before me, a Notary Public, personally appeared James Belcher who acknowledged himself to be the President of the Board of Trustees of Crestwood Village at Frederick Homeowners Association, Inc. and that he having been authorized to do so,

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Wernberg & Michel
Jan 17, 1980
ARTICLES OF INCORPORATION
Rec'd for Record Jan 8 1980 At 12:40 P.M. Clerk P. A. Smith Day Recorder & Ex'd per Charles C. Keller, CLK
OF

CRESTWOOD VILLAGE AT FREDERICK HOMEOWNERS ASSOCIATION, INC.

FIRST: This is to certify that I, the subscriber, Glenn C. Michel, Esquire, whose address is c/o Weinberg and Michel, 100 North Market Street, Frederick, Maryland, 21701, being at least twenty-one (21) years of age, do under and by virtue of the General Laws of the State of Maryland authorizing the formation of corporations, hereby form a Corporation by the execution and filing of these Articles.

SECOND: The name of the Corporation (hereinafter the "ASSOCIATION") is CRESTWOOD VILLAGE AT FREDERICK HOMEOWNERS ASSOCIATION, INC. MN-8-80 B 27 221 *****507

THIRD: The Association is organized, and shall be operated as a non-profit membership corporation and as a non-stock corporation. No part of the net earnings of the Association shall inure to the benefit of or be distributed to its members, directors, officers or other private persons, except that the Association shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and disbursements in the furtherance of carrying out the purposes of the Association.

FOURTH: The purposes for which the Association is formed are to provide for the administration, management, preservation, utilization and control of the development known as Crestwood Village, at Frederick, located on the West Side of New Design Road in the Frederick Election District, Frederick County, Maryland, (hereinafter called the "Property"); and to promote the health, safety and welfare of the residents living within the above described Property, and for these purposes:

(a) To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions (hereinafter called the "Declaration"), dated the 23rd day of August, 1979, and recorded in Liber No. 1093, folio 275, one of the Land Records of the Circuit Court for Frederick County, Maryland, as the same may be amended from time to time as therein provided; and

(b) To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the By-Laws for said Association, as said By-Laws may be adopted by the Board of Directors and as may be amended from time to time as therein provided; and

(c) To fix, levy, collect and enforce payment, by lawful means, of all charges or assessments pursuant to the terms of the Declaration and By-Laws, and to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental or municipal charges levied or imposed against the Property or other assets of the Association; and

(d) To maintain the exterior of the homes and buildings to be constructed as well as to maintain architectural control thereof, to administer and enforce the covenants, conditions and restrictions governing the Property, to collect and disburse all assessments and charges deemed necessary for the maintenance, administration and enforcement thereof, to operate and maintain all recreational and clubhouse facilities within the Property as well as all common areas and to pay the expense thereof, to perform such other services as may be deemed desirable for the benefit of the residents of the Property; to provide for garbage and trash collection, snow

removal, transportation services, supplemental security protection and municipal services as may be deemed necessary or desirable all as the same may be provided for by the By-laws, Resolutions or other actions of the Association; and

(e) To 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; and

(f) To own, acquire (by gift, purchase or otherwise), build, operate and maintain recreational parks, open-space, swimming pools, commons, streets, footways, bridges, sidewalks, recreational facilities and including all buildings, structures and personal properties incident thereto (all of the foregoing being known as the "Common Areas"); and

(g) To grant such rights-of-way and/or easements upon, over, under and across the Common Areas for sewer, water, storm water drainage, gas, electric and telephone lines, cable television and for such other public utilities as are proper and convenient for the use and enjoyment of the buildings erected or to be erected on the Property or as may be required by any municipal agency; and

(h) To grant easements and/or licenses for ingress and egress over the Common Areas for the purposes of trash and garbage collection, snow removal, security protection and for such other purposes as are proper for the use and benefit of the residents of the Property; and

(i) To borrow money, to mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or for debts incurred; and

(j) To have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit and Non-Stock Corporation Laws of the State of Maryland may have as such laws now exist or are hereafter in effect.

(k) To annex property in addition to the Property, provided however that any such annexation complies with the provisions of the Covenants, Conditions and Restrictions and with the By-Laws of the Association, as may be amended. Such additions, when properly so made, shall extend the jurisdiction, functions, duties and membership of the Association to such properties.

FIFTH: The Association shall have no authority to issue capital stock. Every person or entity who is a record owner, whether one or more persons or entities, of the fee simple title to any Home or living unit, or to the leasehold interest pertaining to such Home or living unit acquired from Crestwood Village, Inc., (hereinafter called the "Developer), or its successors or assigns shall be members of the Association, such persons or entities being hereinafter collectively referred to as "Owners." The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation or as trustees under any instrument securing such obligation. Membership shall be appurtenant to and may not be separated from ownership of any Home or living unit which is subject to assessment by the Association. Ownership of any such Home or living unit shall be the sole qualification for membership. When more than one person or entity holds an interest in any Home or living unit, all such persons or entities shall be members, however the vote for such Home or living unit shall be exercised as they, among themselves, shall determine, but in no event shall there be more than one vote cast with respect to each Home or living unit.

SIXTH: The voting rights, limitations and procedures of the members of the Association, and by the Developer, shall be determined by the By-Laws of the Association.

SEVENTH: The number of Directors of the Association shall be initially composed of five (5) persons who need not be members of the Association. The number of Directors may be changed pursuant to the By-Laws of the Association but shall never be less than three (3). The names of the Directors who shall serve until the first annual meeting and until their successors are elected and qualify are: Miroslav A. Kokes, Jan A. Kokes, Herbert E. Wishnick, Jerry Kokes and George Leopold.

EIGHTH: The initial Board of Directors of the Association shall have the right to establish and approve By-Laws for the governing of the affairs of the Association. Said By-Laws shall provide for the method of electing officers and Directors, for an annual meeting of the membership of the Association and shall fix the quorum for such meetings. Said By-Laws may be amended by a vote of not less than a two-thirds (2/3) majority of the memberships of the Association present and voting in person or by proxy at any membership meeting of the Association duly called for that purpose.

NINTH: Subject to the provisions of the Declaration, and to the extent permitted by law, the Association may participate in mergers and consolidations with other non-profit corporations organized for the same general purposes; provided however that any such merger or consolidation shall have the assent of seventy-five percent (75%) of the votes present and entitled to be cast at any meeting of the Association, duly constituted for such purpose, a quorum being present and entitled to vote.

TENTH: These Articles of Incorporation may be amended

at any meeting of the members of the Association duly constituted for such purpose, a quorum being present, by an affirmative vote of seventy-five percent (75%) of the votes present and entitled to be cast by the applicable provisions of the By-Laws.

ELEVENTH: No contract or other transaction between this Association and any other corporation, and no act of this Association shall in any way be affected or invalidated by the fact that any of the directors or officers of this Association are pecuniarily or otherwise interested in, or are directors or officers of such other corporations; any directors individually or any firm of which any director may be a member, may be a party to or may be pecuniarily or otherwise interested in any contract or transaction of this Association, provided the fact that he or such firm is so interested, shall be disclosed in the Minutes of this Association; any director of this Association who is also a director or officer of such other corporation or who is so interested may be counted in determining the existence of a quorum at any meeting of the directors of this Association, which shall authorize any such contract or transaction, and shall be authorized and empowered to vote on any contract or transaction.

TWELFTH: The Association may be dissolved with the assent given in writing and signed by not less than seventy-five percent (75%) of the members of the Association who are entitled to vote by the provisions of the By-Laws. Upon such dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or

other organization to be devoted to such similar purposes. No such disposition of Association properties shall be effective to divest or diminish any right or title, if any, of any member vested in him under the Declaration unless made in accordance with the provisions thereof.

THIRTEENTH: This Association shall exist perpetually.

FOURTEENTH: The post office address of the principal office of the Association in Maryland is c/o Weinberg and Michel, 100 North Market Street, Frederick, Maryland, 21701.

FIFTEENTH: The name and post office address of the Resident Agent for the Association in Maryland is Glenn C. Michel, 408 South College Parkway, Frederick, Maryland, 21701. Said Resident Agent is a citizen of Maryland and actually resides therein.

IN WITNESS WHEREOF, I have signed these Articles of Incorporation this 29th day of August, 1979.

WITNESS:

Laura E. Shelley

Glenn C. Michel (SEAL)
Glenn C. Michel

STATE OF MARYLAND, COUNTY OF FREDERICK, TO WIT:

I HEREBY CERTIFY that on this 29 day of August, 1979, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Glenn C. Michel, who acknowledged the foregoing Articles of Incorporation to be his act and deed.

WITNESS my hand and Notarial Seal.

Laura E. Shelley
Notary Public



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ARTICLES OF INCORPORATION

OF

CRESTWOOD VILLAGE AT FREDERICK HOMEOWNERS ASSOCIATION, INC.

approved and received for record by the State Department of Assessments and Taxation
of Maryland August 30, 1979 at 1:30 o'clock P. M. as in conformity
with law and ordered recorded.

Recorded in Liber 4454, folio 10019, one of the Charter Records of the State
Department of Assessments and Taxation of Maryland.

Bonus tax paid \$ 20.00 Recording fee paid \$ 24.00 Special Fee paid \$

STATE OF MARYLAND
FREDERICK COUNTY
RECEIVED FOR RECORD
JUN 8 12 26 PM '80
LIBER 32 FOLIO 103
CHARLES C. KELLER, CLERK

To the clerk of the Circuit Court of Frederick County
IT IS HEREBY CERTIFIED, that the within instrument, together with all indorsements thereon, has
been received, approved and recorded by the State Department of Assessments and Taxation of Maryland.

AS WITNESS my hand and seal of the said Department at Baltimore.

William J. Summers

ASSESSMENTS

CRESTWOOD VILLAGE

BY-LAWS

SECTION III