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October 17, 2023

*Via Electronic Mail and Certified Mail, Return Receipt Requested*

Rhonda L. Weaver, County Attorney  
Prince George's County Office of Law  
1301 McCormick Drive, Suite 4100  
Largo, Maryland 20774  
[rlweaver@co.pg.md.us](mailto:rlweaver@co.pg.md.us)

Re: **Local Government Tort Claims Act**  
**Claimants: Concert Woodmore, LLC, Kimberly A. Jackson, and Brent Taliaferro**

Dear Ms. Weaver:

This office represents Concert Woodmore, LLC d/b/a The Country Club at Woodmore, Kimberly A. Jackson, and Brent Taliaferro in connection with civil claims against Prince George's County arising from the County's obstruction of the public's right of access to the public road and right-of-way Pleasant Prospect Road in the Woodmore subdivision. Their addresses are set forth on the enclosed civil complaint, which is incorporated in this notice letter as if set forth more fully herein.

By law, the public has the right of access to public roads and public right-of-ways. The Pleasant Prospect Homeowners Association ("the Association") has blocked access to Pleasant Prospect Road. The Association has erected an electronic gate on the east side of Pleasant Prospect Road, which prevents the public from entering or traveling on Pleasant Prospect Road without a magnetic key card issued by the Association.

On the west side of Pleasant Prospect Road, the Association has also erected electronic gates along with a gatehouse, which is controlled and manned by an agent of the Association. Drivers can only gain access through the west entrance by using a purchased gate card or by stopping at the gatehouse, where they are interrogated by an agent of the Association about their purpose for using a public road. A driver can only be

admitted with the discretion of the Association's agent—who does not allow public access—and grants access only to individuals with a specific purpose.

When DPWT approved the plat for the Woodmore subdivision in 1980, the County dedicated Pleasant Prospect Road (previously known as Pleasant Prospect Drive) to public use. The east and west access points on Pleasant Prospect Road are the only means of accessing the Woodmore subdivision, including the only way of accessing the Country Club.

When the developer of Woodmore sought in 1982 to erect gates and a gatehouse on Pleasant Prospect Road, the County agreed, even though it was a public road. The approval included a number of restrictions. The Declaration of Covenants (Prince George's County Land Records, Book 5512, Pgs. 616, *et seq.*) provides that the gatehouse “shall at no time be used or suffered to obstruct, hinder, or otherwise interfere with the flow of traffic, entering, leaving, traveling upon, or otherwise using Pleasant Prospect Drive,” except for certain situations. A 1985 covenant (Prince George's County Land Records, Book 6178, Pgs. 427, *et seq.*) provides that the gatehouse was required to be razed and removed if the County determined “in its good faith discretion, that removal is necessary or desirable in the interest of public safety or welfare.”

In a 1994 Agreement with the Association concerning the gatehouse, the County again acknowledged that Pleasant Prospect Road is a public road and provided that “[t]he gates at the Western entrance of Pleasant Prospect shall remain open and shall provide free and easy access to the public.” In the 1994 Agreement, the County included an indemnification provision whereby the Association would need to indemnify the County from any liability resulting from the gatehouse “being located within the right of way.”

It is unlawful for the County to allow the Association to interfere with the public's access to Pleasant Prospect Road. The public's right to traverse on this public road cannot be restricted by gates or guards. The right to public access is critical. The County's conduct violates the Maryland Constitution by giving only certain people access to a public right-of-way and public facilities. It is discriminatory in allowing unfettered access only to those persons who can afford homeownership and membership in Woodmore or membership in the Country Club at Woodmore.

Pleasant Prospect Road is a public road as defined in County Code, § 23-102(b)(17)(G). It is also a public right-of-way as defined in County Code, § 23-102(b)(16). Under the County Code, “[s]igns or objects that obstruct traffic” are “prohibited within the County right-of-way.” County Code, § 23-602(a)(8). Signs and objects are not permitted to be placed within a County right-of-way “unless a permit has been issued.” County Code, § 23-602(a). The Woodmore gates and guardhouse are “objects that obstruct traffic,” and are prohibited within the County right-of-way.

Additionally, the County cannot terminate the right of the general public to use the right-of-way except by following the procedures in County law. The County Code provides that “[a] closing of a road shall constitute the termination of the right of the general public to use the right-of-way but shall have no effect on private rights of ownership or easements in the roadway.” County Code, § 23-158. Those procedures include notice to property owners, a public hearing, certification by the DPWT director, and approval by the County Executive. County Code, § 23-157. None of those procedures have been followed here.

Significantly, the County’s 1994 agreement with the Association requires that the Association indemnify the County for liability and attorneys’ fees resulting from any ensuing litigation. Undoubtedly, the County recognized in 1994 the legally tenuous nature of an agreement which would restrict a public right-of-way in violation of explicit County Code provisions to the contrary. This letter shall provide notice that Claimants will seek attorneys’ fees against both the County and its indemnitor, the Association.

Claimant Concert Woodmore, LLC owns the real property upon which the Country Club is located and operates the Country Club. Claimants Brent Taliaferro and Kimberly Jackson are residents and taxpayers of Prince George’s County. Ms. Jackson regularly visits a friend who lives in the Woodmore subdivision. She is prohibited from entering from the east entrance because she is not a resident of Woodmore or a member of the Country Club and therefore cannot have a gate card. Instead, she must go to the west entrance, where she is interrogated by the Association’s agent about her purpose in the neighborhood. Mr. Taliaferro is an Assistant Golf Professional at the Country Club. He is unable to access Pleasant Prospect Road, which he needs to take in order to get to his job, without either being stopped and interrogated by the Association’s gate guard or using a gate card.

Even the members of the Country Club are not immune from discrimination. The Association is now seeking to prevent unfettered access to the Country Club unless members pay exorbitant activation and administration fees – approximately \$250,000 annually – for magnetic gate cards. It is clear from the Association’s correspondence that if Concert Woodmore refuses to pay these unjustified fees that the Association will have the gate passes deactivated, and easy access to Pleasant Prospect Road and the Country Club will be denied.

The County has unlawfully permitted the Association to restrict access to Pleasant Prospect Road—and, therefore, to the Country Club—by erecting gates on both the east and west entrances to Pleasant Prospect Road and a gatehouse manned by a guard at the west entrance. The County’s conduct in restricting members of the public from traveling freely and unencumbered on this public road is plainly unlawful. The County implicitly recognized the legal risk by requiring the Association to indemnify the County for this permission.

This letter shall provide notice of potential claims against Prince George's County and its officers in their individual and personal capacities for denial of their constitutional right of access to the public right-of-way. This letter shall also provide notice of claims for discrimination based upon their occupation-based and familial status discriminatory conduct in limiting access to only those who belong to the Country Club or Association. Claimants also have a claim against the County for public nuisance. Claimants will be seeking injunctive relief to prevent the obstruction of the public's right of access to the public right-of-way, monetary damages, and attorneys' fees. These claims are more fully set forth in the attached draft complaint.

Sincerely,

JOSEPH, GREENWALD & LAAKE, P.A.

A handwritten signature in blue ink, appearing to read "Timothy F. Maloney", is written over a light blue rectangular background.

By: Timothy F. Maloney

cc: Sara Arthur, Esq.  
Registered Agent  
Pleasant Prospect Homeowners Association

Enclosure

**IN THE CIRCUIT COURT FOR PRINCE GEORGE’S COUNTY, MARYLAND**

**KIMBERLY A. JACKSON** :  
17009 Longleaf Drive :  
Bowie, Maryland 20716 :

and :

**BRENT TALIAFERRO** :  
2707 Keyport Lane :  
Bowie, Maryland 20715 :

and :

**CONCERT WOODMORE, LLC** :  
615 South Dupont Highway :  
Dover, Delaware 19901 :

Plaintiffs :

v. :

**PRINCE GEORGE’S COUNTY,  
MARYLAND** :

Serve on: :  
Rhonda L. Weaver, Esq. :  
Prince George’s County Attorney :  
1301 McCormick Drive, Suite 4100 :  
Largo, Maryland 20774 :

and :

**PLEASANT PROSPECT  
HOMEOWNERS ASSOCIATION, INC.** :

Serve on Resident Agent: :  
Sara H. Arthur :  
2448 Holly Avenue, Suite 303 :  
Annapolis, Maryland 21401 :

Defendants. :

Case No. \_\_\_\_\_

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**COMPLAINT AND JURY DEMAND**

COMES NOW, Plaintiffs Kimberly A. Jackson, Brent Taliaferro, and Concert Woodmore, LLC, by and through undersigned counsel Timothy F. Maloney, Alyse L. Prawde, and the law firm of Joseph, Greenwald & Laake, P.A., and sue the Defendants Prince George’s County and Pleasant Prospect Homeowners Association, Inc., for causes, seeking declaratory and injunctive relief, and in support thereof, states as follows:

**INTRODUCTION**

By law, the public has the right of access to public roads and public right-of-ways. The Pleasant Prospect Homeowners Association (“the Association”) here has blocked access to one such public road: Pleasant Prospect Road in the Woodmore subdivision. The Association has erected an electronic gate on the east side of Pleasant Prospect Road, which prevents the public from entering or traveling on Pleasant Prospect Road without a magnetic key card issued by the Association:



On the west side of Pleasant Prospect Road, the Association has also erected electronic gates along with a gatehouse, which is controlled and manned by an agent of the Association:



Drivers can only gain access through the west entrance by using a purchased gate card or by stopping at the gatehouse, where they are interrogated by an agent of the Association about their purpose for using a public road. A driver can only be admitted with the discretion of the Association’s agent—who does not allow public access—and grants access only to individuals with a specific purpose.

It is unlawful for the County to allow the Association to interfere with the public’s access to Pleasant Prospect Road. The public’s right to traverse on this public road cannot be restricted by gates or guards. The right to public access is critical. Defendants’ conduct clearly violates the Maryland Constitution by giving only certain people access to public facilities and is discriminatory in allowing unfettered access only to those persons who can afford homeownership and membership in Woodmore or membership in the Country Club at Woodmore.

Even the members of the Country Club are not immune from discrimination. The Association is now seeking to prevent unfettered access to the Country Club unless members pay exorbitant activation and administrative fees to obtain or use the magnetic key cards.

Defendant Prince George's County has unlawfully permitted the Association to restrict access to Pleasant Prospect Road—and, therefore, to the Country Club—by erecting gates on both the east and west entrances to Pleasant Prospect Road and a gatehouse manned by a guard at the west entrance. The County's conduct in restricting members of the public from traveling freely and unencumbered on this public road is plainly unlawful. The County implicitly recognized the legal risk by requiring the Association to indemnify the County for this permission.

Plaintiffs seek injunctive relief to prevent the obstruction of the public's right of access to the public right-of-way. Plaintiffs also seek money damages for the denial of their constitutional right to access to the public right-of-way and their discriminatory conduct in limiting access to only those who belong to the Association or the Country Club.

### **JURISDICTION AND VENUE**

1. This Court has jurisdiction under § 6-102 through § 6-103 of the Maryland Code Annotated, Courts and Judicial Proceedings Article.

2. This Court has subject matter jurisdiction pursuant to the Maryland Declaratory Judgment Act as there is an actual controversy between contending parties. *See* Md. Code Ann. Cts. & Jud. Proc. §§ 3-403, 3-409.

3. Venue is proper pursuant to § 6-201 of the Maryland Code Annotated, Courts and Judicial Proceedings Article, as the events giving rise to the claims occurred in Prince George's County.



## **NOTICE**

4. Plaintiffs provided a notice of claim under the Local Government Tort Claims Act on October 17, 2023, for the claims set forth in this Complaint.

## **PARTIES**

5. Plaintiff Kimberly A. Jackson is a citizen, resident, and taxpayer of Prince George's County. Ms. Jackson has lived in Prince George's County since 1995, and currently resides at 17009 Longleaf Drive, Bowie, Maryland 20716.

6. Plaintiff Brent Taliaferro is a citizen, resident, and taxpayer of Prince George's County. Mr. Taliaferro has lived in Prince George's County since 2017, and currently resides at 2707 Keyport Lane, Bowie, Maryland 20715. He is employed as an Assistant Golf Professional at the Country Club at Woodmore.

7. Plaintiff Concert Woodmore, LLC ("Concert Woodmore") is an aggrieved party, organized in the State of Delaware, registered to do business in Maryland, and in good standing. Concert Woodmore's principal place of business is located at 615 South Dupont Highway, Dover, Delaware 19901. Concert Woodmore owns the real property upon which the Country Club at Woodmore is located, and Concert Woodmore operates the Country Club at Woodmore.

8. Defendant Prince George's County, Maryland is a charter home rule county as authorized by Article XI-A of the Maryland Constitution.

9. Defendant Pleasant Prospect Homeowners Association, Inc. (the "Association") is a homeowners association under the Maryland Homeowners Association Act. *See* Md. Code Ann., Real Prop. §§ 11B-101, *et seq.* The Association is a corporation incorporated in Maryland with its principal place of business located at 9420 Annapolis Road, #105, Lanham, Maryland

20706. The Association governs the Pleasant Prospect residential subdivision, commonly referred to as “Woodmore.”

**FACTS COMMON TO ALL COUNTS**

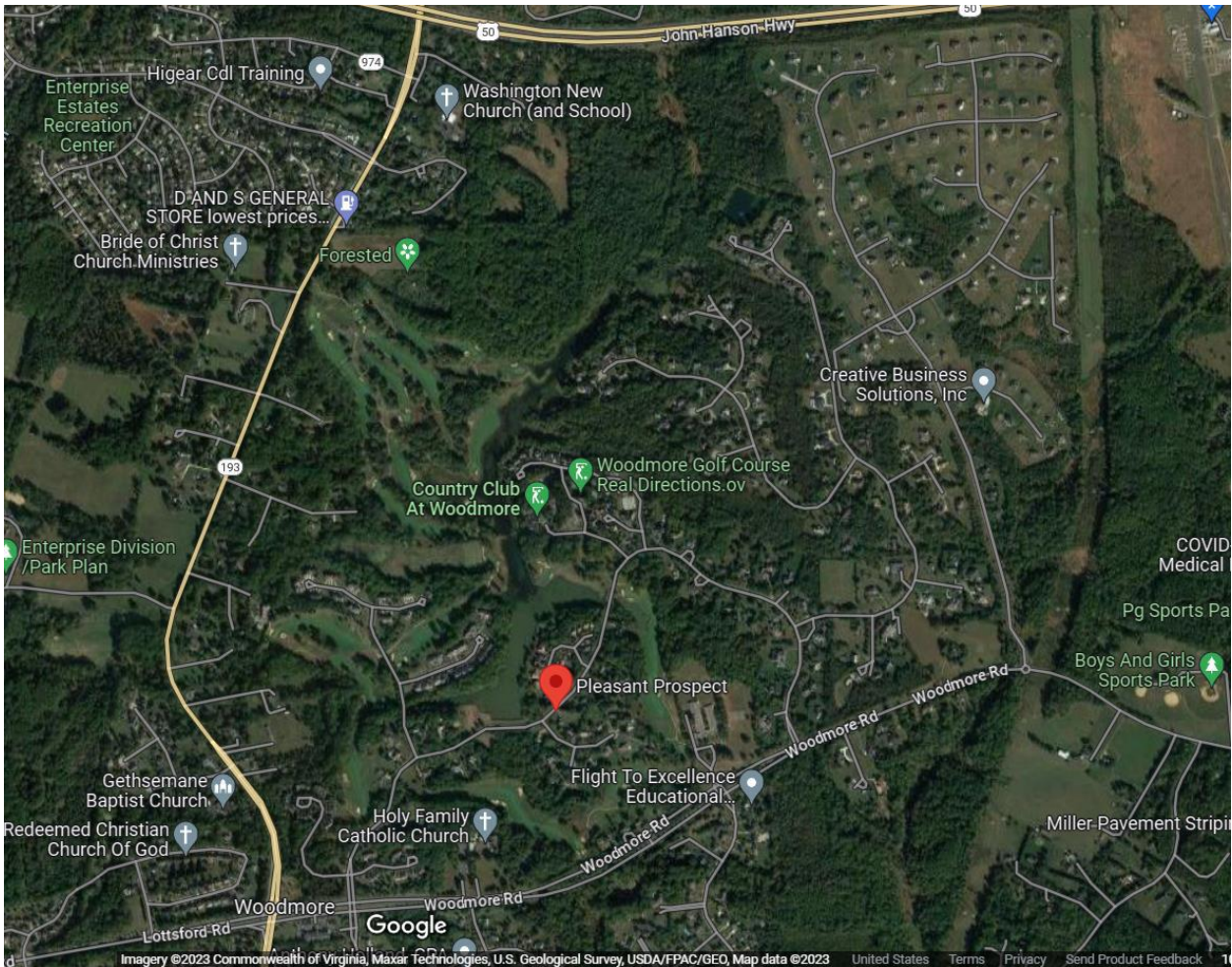
***Pleasant Prospect Road dedicated as a public road***

10. On July 24, 1980, Defendant Prince George’s County approved a plat for the Pleasant Prospect Subdivision, also known as “Woodmore” (the “Plat”). The Plat is recorded in the Prince George’s County Land Records at Book No. 108, Pgs. 25-27. A copy of the Plat is attached as Exhibit 1.

11. As shown in the Plat, in approving the Pleasant Prospect Subdivision, the County dedicated Pleasant Prospect Drive, now known as Pleasant Prospect Road, to public use.

12. Specifically, the Plat included an “Owners’ Dedication,” which provided that, in adopting the plan of subdivision, “the streets and street widening” were being dedicated “to public use.”

13. Pleasant Prospect Road, through both an eastern and western access point on Woodmore Road, is the sole means of access to the Pleasant Prospect Subdivision, as seen on the below Google satellite image:



14. Woodmore describes itself as a “premier gated community” with 398 homes—“a combination of elegant single-family homes situated on large lots, combined with six villages of distinct character but uniform in their refinement”—spread out over “799 naturally wooded acres.”

15. Following the County’s approval of the Pleasant Prospect Subdivision, GolfAmerica Corporation of Maryland conveyed a portion of the land to Prince George’s Country Club, Inc. (Ex. 2, County Department of Land Records, Book 5393, Pgs. 620, *et seq.*).

16. That land was subsequently acquired by Plaintiff Concert Woodmore in 2013 by means of a deed in lieu of foreclosure agreement.

17. Concert Woodmore currently owns the land subject to a 2013 Special Warranty Deed recorded in the Prince George's County Department of Land Records at Book 34293, Pgs. 516, *et seq.* (Exhibit 3, 2013 Special Warranty Deed).

18. The Country Club at Woodmore (the "Country Club"), which is located at 12320 Pleasant Prospect, Mitchellville, Maryland 20721, is entirely within Woodmore.

19. The Country Club has a long, 100-year-old history in Prince George's County. The Country Club initially began as Beaver Dam Golf and Country Club on Landover Road in 1923. The Country Club was bought and renamed Prince George's Country Club in 1941. The Country Club moved to its current location in 1981. Its new course, designed by Arnold Palmer and Ed Seay, is a 7,059-yard, par 72 course. In addition to the golf course, the Country Club has three tennis courts, full size and kiddie pools, a club house with a pro shop, indoor and outdoor dining, and year-round social activities.

20. Pleasant Prospect Road is the sole means of access to the Country Club.

***County's allowance of gates and gatehouse***

21. In 1982, the developer of Woodmore sought to erect a gate upon Pleasant Prospect Road. However, as stated in the Declaration of Covenants, signed on March 17, 1982, Pleasant Prospect Road had already been dedicated to public use as required for approval of the subdivision. (Exhibit 4, Prince George's County Land Records, Book 5512, Pgs. 616, *et seq.*). Specifically, the Declaration of Covenants refers to Pleasant Prospect Drive as a "public road." (*Id.*).

22. In the Declaration of Covenants, the County put a variety of restrictions and conditions upon the developer's installation of the gate to ensure that public access continued to be free through this public right of way. The Declaration of Covenants mandates that the

gatehouse improvements “shall at no time be used or suffered to obstruct, hinder, or otherwise interfere with the flow of traffic, entering, leaving, traveling upon, or otherwise using Pleasant Prospect Drive,” except for certain situations. (*Id.*).

23. One such condition provides that there shall be no obstruction, hindrance, or interference “with the flow of traffic entering, leaving, traveling upon, or otherwise using Pleasant Prospect Drive...unless and until...[t]he Declarant has received permission, by amendment of the plats of subdivision for Pleasant Prospect, or otherwise, as permitted by the County Code as amended, to operate Pleasant Prospect Drive as a private road.

24. There have been no amendments to the Pleasant Prospect subdivision plats or to the County Code allowing Pleasant Prospect Road to operate as a private road.

25. In or about 1985, the gatehouse was erected at the easterly entrance of Pleasant Prospect Drive.

26. A 1985 covenant further restricted what the Association was permitted to do with the gatehouse. (Exhibit 5, Prince George’s County Land Records, Book 6178, Pgs. 427, *et seq.*). The 1985 covenant mandated that the Association would bear maintenance responsibility for the gatehouse. The 1985 covenant further directed that the gatehouse was required to be razed and removed if the County determined “in its good faith discretion, that removal is necessary or desirable in the interest of public safety or welfare.”

27. Similar to the prior descriptions of Pleasant Prospect Road as a public road, the 1985 covenant stated that:

WHEREAS, by plat of subdivision and street dedication approved by the Prince George’s County Planning board on July 24, 1980, and recorded in the Land Records of Prince George’s County in Plat Book NLP108, Plat No. 27, a public **right of way known as Pleasant Prospect Drive** (hereinafter the “Right of Way”), serving the Pleasant Prospect subdivision **has been dedicated to public use.**”

(*Id.*) (emphasis added).

28. The 1985 covenant further noted that the gatehouse could not “obstruct, hinder or interfere with the flow of traffic”:

WHEREAS, Woodmore, Inc., former owner and developer of Pleasant Prospect subdivision, by Declaration of Covenants recorded in Liber 5512 at Folio 615 of the Land Records of Prince George’s County, Maryland, covenanted that the Improvements at no time would obstruct, hinder or interfere with the flow of traffic along Pleasant Prospect Drive...

(*Id.*).

29. In 1994, another document, entitled “Pleasant Prospect Road and Gatehouse Agreement,” was recorded in the County Land Records concerning the gatehouse (the “1994 Agreement”). (Exhibit 6, Prince George’s County Land Records, Book 9953, Pgs. 124, *et seq.*).

30. The 1994 Agreement stated that Pleasant Prospect Road was a public road:

The Pleasant Prospect right of way has been dedicated to public use. Upon the County’s determination that the road within such right of way has been constructed in accordance with all applicable Prince George’s County standards, or Prince George’s County has called the surety bonds posted for the construction of Pleasant Prospect and has used those funds to improve Pleasant Prospect, the County shall accept Pleasant Prospect as a County road, subject to the right and obligation of the Association, its successors and assigns to construct, install, use, operate, inspect, maintain, repair and replace the Security Facilities in substantially the location designated therefor on the plat attached hereto as Exhibit A.

(*Id.* § I). Upon information and belief, these conditions have occurred.

31. The 1994 Agreement further stated that “[t]he gates at the Western entrance of Pleasant Prospect **shall remain open** and shall provide **free and easy access** to the public.”

(Emphasis added).

32. Specifically, the clause titled “Public Access,” provides:

The Association shall not deny to any vehicle access to Pleasant Prospect. The gates at the Western entrance of the Pleasant Prospect shall remain open and shall provide free

and easy access to the public for their use of Pleasant Prospect. The Association shall post signs at the locations designated therefor on Exhibit A indicating that access from Woodmore Road to Pleasant Prospect can only be made at the Western entrance and that the Eastern entrance shall be accessible only by electronic card, and the Association shall post “Controlled access-no thru traffic without card” and “No thru traffic” signs at the locations designated on Exhibit A.

(*Id.* at § V).

33. Exhibit A to the 1994 Agreement shows that the east gate entrance is controlled by card access, and the west guard entrance is manned by a guard. (*Id.* at Exhibit A).

34. The 1994 Agreement included an indemnification clause whereby the Association stated it was “willing (1) to indemnify the County from any liability resulting from the Security Facilities being located within the right of way.” (Exhibit 6, at 1).

35. In order to enter Pleasant Prospect Road from the east entrance, a vehicle must have a gate card. Without a gate card, a vehicle can only enter Pleasant Prospect Road by driving to the west entrance.

36. There is a sign in front of the east entrance that states it is a “Resident Entry Only – Visitors Proceed to East Entrance ← .9 Mile.” A photograph of the east entrance sign is below:



37. There are two lanes to access the west entrance. Vehicles that have an active gate pass can swipe it at the west entrance gatehouse to gain access.

38. However, vehicles that do not have an active gate pass must use the other lane and will be stopped by a gate guard stationed at the west entrance gatehouse. The gate guard may take photographs of the driver's license plate and ask the driver questions about the driver's purpose in seeking to access Pleasant Prospect Road. The gate guard then uses his or her discretion about whether to grant access to the vehicle. This can result in long lines to enter



through the west entrance, which may create a traffic back-up onto Woodmore Road and a safety hazard for the public.

***The use of gate cards and gate guards to restrict access***

39. After years of efforts by the Association to keep non- Association residents off the public Pleasant Prospect Road, the Association sued Concert Woodmore and related entities in 2015. The Association alleged that Concert Woodmore and the related entities were not sufficiently contributing to the betterment of the community, include the gatehouse.

40. The Association and Concert Woodmore reached a settlement in 2017, which provided, in relevant part, that “[g]ate passes allowing access at both gate entrances to the Woodmore community will be made available to all Club members at each member’s sole option and expense.” (Exhibit 7, Settlement Agreement, § 5). This Settlement Agreement further provided that the gate passes would be subject to the Country Club’s control. (*Id.*).

41. Thereafter, from 2018 through September 2023, Concert Woodmore purchased approximately 400 gate passes, at a cost of \$5.73 per card plus a one-time activation fee of \$35 per card.

42. From 2018 until September 4, 2023, the Association did not interfere with vehicles going to the Country Club having easy gate card access at the east and west entrances.

43. On September 4, 2023, the Association sent a letter to the Country Club, stating that it would charge activation and administrative fees of its own for non-Association Country Club members and staff. The letter stated that by September 15, 2023, non-Association gate cards already issued to the Country Club would have a \$25 activation fee and \$50 recurring monthly fee, and new gate cards would be charged a \$100 activation fee and then a \$50 recurring monthly charge.

44. These new activation and administrative fees imposed by the Association on the Country Club's existing gate cards would amount to more than \$20,000 per month or approximately \$250,000 per year.

45. It is clear from the Association's correspondence that if Concert Woodmore refuses to pay these unjustified fees that the Association will have the gate passes deactivated and easy access to Pleasant Prospect Road and the Country Club will be denied.

***The restriction of free travel on a public road is unlawful***

46. The ability to freely access Pleasant Prospect Road should never have been limited by Defendants Prince George's County and the Association to begin with.

47. Pleasant Prospect Road is unquestionably a public road. A "public road" is defined in the Prince George's County Code as:

A road which has been accepted for maintenance by a public agency, political subdivision, or incorporated municipality; also, any road which lies within a right-of-way owned by, or under the jurisdiction of, the County or dedicated to public use by a recorded deed or recorded plat of subdivision; also, any road which has become recognized as public under Maryland law through long use by the general public.

County Code, § 23-102(b)(17)(G).

48. A "right-of-way" is defined in the Prince George's County Code as:

Any land area which has been dedicated to public use by a plat of subdivision or other instrument recorded in the land records of the County; also, any land area deeded to or acquired by the County for road or transportation purposes; also, any land area which has been conveyed to a public agency by easement for public use for road or transportation purposes; also, any land area which has been declared by competent authority to be a public right-of-way through use or through prescriptive usage in accordance with Maryland law; also, any land area along a County-maintained road which falls within the traveled way or the actively maintained shoulders and side ditches of the County-maintained road. With respect to a private road conforming to this Code, any land area contained in an easement or private right-of-way recorded in the land records of the County for ingress and egress, access, or terms of similar meaning. With respect to storm water management facilities, any land area contained in an easement or

right-of-way recorded in the land records of the County for the installation, operation, or maintenance of the said facilities.

County Code, § 23-102(b)(16).

49. The County's agreement with the Association to allow the construction and use of gates and a guardhouse to limit the ability to drive on a public road is unlawful.

50. Defendants are unreasonably hindering and interfering with the public's right to drive on a public road.

51. Plaintiff Kimberly Jackson—who has lived in Prince George's County for 28 years—has a friend who lives in Woodmore. Whenever Ms. Jackson drives to Woodmore to visit her friend, she is prohibited from entering the neighborhood through the east entrance of Pleasant Prospect Road because she is not a resident of Woodmore or a member of the Country Club, and therefore is not permitted to have a gate card. Instead, Ms. Jackson must go to the west entrance, where she is interrogated by the Association's agent about why she is entering the neighborhood.

52. Plaintiff Brent Taliaferro works at the Country Club. He is not able to access Pleasant Prospect Road, which he uses every time he is driving to or from work, without either being stopped and interrogated by the gate guard or using a gate card.

53. While there are gated communities that exist throughout Maryland, including in Prince George's County, those communities are required to follow the procedure of privatizing a public road. That was not done by the County, the Association, or anyone else associated with Woodmore.

54. Only the Prince George's County Executive has the authority to close a road. *See* County Code, § 23-156 (“The County Executive may, upon recommendation of the Director of Public Works and Transportation, authorize the closing of any road under the jurisdiction of the County in accordance with the procedures set forth in this Division”). At no time has any County

Executive closed Pleasant Prospect Road or otherwise designated it anything other than a public road.

55. The County Code provides that “[a] closing of a road shall constitute the termination of the right of the general public to use the right-of-way but shall have no effect on private rights of ownership or easements in the roadway.” County Code, § 23-158.

56. The County Code sets forth a procedure to be followed if a road is going to be closed to the public, which includes holding a hearing:

- (a) Where users of the road or portion of road to be closed will not be denied access to any property or area which was previously accessible, the County Executive may authorize the closing upon the certification of such facts by the Director of Public Works and Transportation.
- (b) Where the closing of the road will deny access to public users to areas or properties accessible from the road to be closed, or will take from abutting or nearby property owners the only direct access to a public road, or the Director of Public Works and Transportation finds or is advised that there is potential local objection to the closing, the Director of Public Works and Transportation shall first hold a public hearing. If the Director of Public Works and Transportation finds that local opposition to the closing is unlikely, he may notify the property owners served by the road, in writing, and post notices, in accordance with the following procedure, offering the opportunity to request a hearing; and, if no request is received, he may proceed as in Subsection (a), above. The purpose of the hearing shall be to take testimony to determine that reasonable or alternative means of access exist to property formerly accessible by the road to be closed, and that the road is no longer needed as a public way or that other public needs outweigh the need for the road as a public way. Each property owner as shown on the assessment books of the County abutting a portion of the road to be closed or any utilities which may gain access to their facilities by means of the portion of the road to be closed shall be notified in writing of the closing and of the date, time, and place a hearing will be held. In addition thereto, a notice shall be posted in such manner and size to give reasonable notice to the users of the road of the intended closing and time and place of hearing.

County Code, § 23-157. The procedure for closing Pleasant Public Road has never been followed.

57. Under the County Code, “[s]igns or objects that obstruct traffic” are “prohibited within the County right-of-way.” County Code, § 23-602(a)(8). Signs and objects are not permitted to be placed within a County right-of-way “unless a permit has been issued.” County Code, § 23-602(a).

58. The Woodmore gates and guardhouse are “objects that obstruct traffic,” and are prohibited within the County right-of-way.

**COUNT I**  
**Declaratory Judgment - Access to a Public Road and Right-of-Way**  
**(Plaintiffs v. Defendants)**

59. Plaintiffs re-allege and incorporate by reference all the factual allegations herein as if specifically listed herein again.

60. This is an action for declaratory judgment in accordance with C.J.P. §§ 3-401, *et seq.*, for the purpose of determining a question of actual controversy between the parties.

61. In July 1980, Defendant Prince George’s County approved a plat for the Pleasant Prospect Subdivision and dedicated Pleasant Prospect Drive, now known as Pleasant Prospect Road, to public use.

62. In the 1994 Agreement, the County acknowledged that Pleasant Prospect Road is a “right of way” that “has been dedicated to public use,” but permitted the Association to construct the gates and gatehouses on Pleasant Prospect Drive. (Exhibit 6, § I).

63. The 1994 Agreement further provided that the west entrance gates “shall remain open and shall provide free and easy access to the public.”

64. The County seemingly recognized the unlawfulness of restricting a public road in such a way, as the 1994 Agreement included an indemnification clause whereby the Association

agreed “to indemnify the County from any liability resulting from the Security Facilities being located within the right of way.” (Exhibit 6, at 1).

65. There have been no amendments to the Woodmore plats or to the County Code allowing Pleasant Prospect Road to operate as a private road. It remains a public road.

66. The County Executive has not closed Pleasant Prospect Road and the procedures for closing Pleasant Prospect Road have not been followed. *See* County Code, § 23-157.

67. The gates at the east and west entrances, and the guardhouse at the west entrance, are “objects that obstruct traffic” and are “prohibited within the County right-of-way.” County Code, § 23-602(a)(8).

68. As a result of the agreement between the County and the Association to allow the construction and use of gates and a gatehouse, the Country Club’s members, staff, and guests are not able to freely travel on the public Pleasant Prospect Road.

69. Because Pleasant Prospect Road is a public road, the Country Club’s members, staff, and guests must be able to freely drive on the public road without being required to pay outrageous fees or be stopped by a security guard.

70. An actual, justiciable controversy of a practicable issue between Plaintiffs and the Defendants within the jurisdiction of this Court involving the rights and liabilities of the parties, and the controversy will likely only be resolved and determined by a judgment of this Court.

71. Antagonistic claims are present between the parties, and those claims indicate imminent and inevitable litigation.

72. Under § 3-401 through § 3-415 of the Courts and Judicial Proceedings Article, Plaintiffs are entitled to a judgment declaring the rights and responsibilities of the Plaintiffs and the Defendant, and further settling the legal relations, rights, and responsibilities of the parties.

Wherefore, Plaintiffs Kimberly Jackson, Brent Taliaferro, and Concert Woodmore, LLC sue the Defendants Prince George's County, Maryland and Pleasant Prospect Homeowners Association, Inc. for cause and respectfully requests: (a) that the Court enter judgment in favor of Plaintiffs and against Defendants; (b) that the Court determine the rights, obligations, and responsibilities of the parties in this dispute; (c) that the Court determine that Defendants Prince George's County and the Association cannot restrict free access to Pleasant Prospect Road, which includes that the County and the Association cannot charge drivers any fees to drive on the road and cannot use gate guards to hinder drivers in any way; (d) that the Court order permanent injunctive relief enjoining the Association from implementing its new fee policy increasing the cost of the gate cards; and (e) that the Court award the Plaintiffs such other and further relief as in law and justice they may be entitled to receive.

**COUNT II**  
**Public Nuisance**  
**(Plaintiffs v. Defendants)**

73. Plaintiffs re-allege and incorporate by reference all the factual allegations herein as if specifically listed herein again.

74. Defendant Prince George's County has allowed, and the Association has constructed and maintained, gates and a guardhouse that obstruct the public right of way.

75. As a result of the agreement between the County and the Association to allow the construction and use of gates and a gatehouse, the public is not able to freely travel on Pleasant Prospect Road, a public road and right-of-way.

76. The gates and guardhouse constitute an unreasonable interference with a right common to the general public, *i.e.*, the right to have free and unencumbered access to a public road without interference imposed, such as the ones erected and permitted by Defendants.

77. Plaintiffs suffered harm that is different from that suffered by other members of the public exercising the right common to the general public. Specifically, Plaintiffs, respectively, own and operate the Country Club, or work at the Country Club, or visit the Woodmore subdivision, which is only accessible by Pleasant Prospect Road.

78. Defendants' conduct constitutes a public nuisance, and Plaintiffs are entitled to damages as a result of this nuisance.

Wherefore, Plaintiffs Kimberly Jackson, Brent Taliaferro, and Concert Woodmore, LLC sue the Defendants Prince George's County, Maryland and Pleasant Prospect Homeowners Association, Inc. for cause and respectfully requests: (a) that the Court enter judgment in favor of Plaintiffs and against Defendants in an amount exceeding seventy-five thousand dollars (\$75,000), plus interest; (b) the costs of this action; (c) that the Court order permanent injunctive relief enjoining the Association from implementing its new fee policy increasing the cost of the gate cards; and (d) such further relief as this Honorable Court deems just and proper under the circumstances.

**COUNT III**  
**Unlawful Occupation and Familial Status-Based Discrimination**  
**Prince George's County Code § 2-185, *et seq.***  
**(Plaintiffs Jackson and Taliaferro v. Defendants)**

79. Plaintiffs re-allege and incorporate by reference all the factual allegations herein as if specifically listed herein again.

80. As citizens of Prince George's County, Maryland, Plaintiffs Kimberly Jackson and Brent Taliaferro are entitled to protections of Prince George's County Code, § 2-185, *et seq.*, which prohibits discriminatory practices.

81. Prince George's County Code, § 2-186(A)(6) defines "discrimination" as "acting, or failing to act, or unduly delaying any action regarding any person because of race, religion,



color, sex, national origin, age (except as required by State or Federal law), occupation, familial status, marital status, political opinion, personal appearance, sexual orientation, disability, or gender identity, in such a way that such person is adversely affected in the areas of housing and residential real estate, employment, law enforcement, education, public accommodations, or commercial real estate.”

82. Defendants’ conduct is discriminatory on the basis of occupation and familial status, as they are obstructing, restricting, and prohibiting individuals who, by virtue of their occupational and familial status are unable to afford housing in Woodmore or membership at the Country Club, from freely accessing a public right-of-way.

83. While individuals who, based on their occupational and familial status can afford to live in Woodmore, are able to access Pleasant Prospect Road from both the east and west entrances without needing to pay for a gate card or be questioned by a guard, individuals who cannot live in Woodmore due to their occupational and familial status are limited in their ability to travel freely and unencumbered on the public right-of-way.

84. Defendants’ conduct directly and proximately caused all injuries and damages sought herein.

85. Defendants committed each act of occupation-based and familial-status-based discrimination knowingly, intentionally, and maliciously. As a result, Plaintiffs are entitled to an award of economic damages, plus interest, compensatory damages, and reasonable attorneys’ fees.

Wherefore, Plaintiffs Kimberly Jackson and Brent Taliaferro sue the Defendants Prince George’s County, Maryland and Pleasant Prospect Homeowners Association, Inc. for cause and respectfully requests: (a) that the Court enter judgment in favor of Plaintiffs and against

Defendants in an amount exceeding seventy-five thousand dollars (\$75,000), plus interest; (b) the costs of this action; (c) reasonable attorneys' fees; and (d) such further relief as this Honorable Court deems just and proper under the circumstances.

**JURY DEMAND**

Plaintiffs demand a jury triable as to all counts so triable.

Respectfully submitted,

By: \_\_\_\_\_  
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*Counsel for the Plaintiffs*



FORM 400-4

THIS CORPORATE DEED

MADE this 9th day of April, 1981, by and between

GOLFAMERICA CORPORATION OF MARYLAND

a corporation duly organized and incorporated under the laws of the State of Maryland party of the first part, and

PRINCE GEORGES COUNTRY CLUB, INC., a Maryland Corporation

party (ies) of the second part:

\$1,700,000.00

WITNESSETH, that in consideration of the sum of ~~Five Hundred~~ and other good and valuable considerations the said party of the first part does grant and convey unto the party (ies) of the second part in fee simple ~~and~~, all that property situate in the Seventh Election District, Prince George's County, State of Maryland, described as:

Being three parcels of land comprising in aggregate 219.35500 acres of land in the Seventh (7th) Election District of Prince George's County, Maryland and being part of the lands conveyed to GolfAmerica Corporation of Maryland by six (6) deeds, the first dated January 16, 1979 from the Maryland-National Capital Park and Planning Commission and recorded in Liber 5050 at folio 283, the second dated January 15, 1979 from Golfamerica Properties and recorded in Liber 5048 at folio 821, the third dated January 15, 1979 from Anthony E. D'Ambrosio and Virginia P. D'Ambrosio, his wife and recorded in Liber 5048 at folio 833, the fourth dated January 15, 1979 from Charles J. Geddes, Jr. and recorded in Liber 5048 at folio 826, the fifth dated September 20, 1978, from Algie M. Pulley, Jr., and Gary S. Kaveney and recorded in Liber 5051 at folio 281, and the sixth dated February 27, 1980 from Acton Park, Inc. and recorded in Liber 5231 at folio 608; and part of the land conveyed to Golfamerica Development Joint Venture from Dena Shatenstein, Kopel M. Shatenstein, Jerome L. Shatenstein and Florence S. Fine by deed dated March 6, 1979 and recorded in Liber 5070 at folio 321, all among the Land Records of Prince George's County, Maryland and being more particularly described as follows:

PARCEL I: - Part of Liber 5050 at folio 283

BEGINNING at an iron pipe found at a corner common to said land described in Liber 5050 at folio 283, the land of J. Frederick Taub and Maxine H. Taub, his wife (Liber 5189, folio 93), Parcel A, J. Frederick Taub (Plat Book WW-42, Plat 89), and the land of Alfred Ray Martin and Wanda Lee Martin, his wife (Liber 3664, folio 791), thence running with said land of Taub (Liber 5189, folio 93)

1. North 17° 28' 39" East 576.41 feet to an iron pipe found, thence
2. North 05° 26' 16" West 179.85 feet, passing in transit an iron pipe found 20.00 feet from the end thereof, thence
3. North 69° 02' 42" West 286.16 feet, thence
4. North 62° 10' 45" West 252.33 feet to an iron pipe found, thence
5. North 82° 20' 01" West 299.75 feet to an iron pipe found, thence running with the Easterly line of Lots 5 and 7 as shown on a plat of subdivision entitled "Lots 1 - 7 & Outlot A, Enterprise Knolls" and recorded among the aforesaid Land Records in Plat Book NLP-99 as Plat 53,
6. North 02° 30' 01" East 372.43 feet to an iron pipe set, thence running through said lands described in Liber 5050 at folio 283,
7. North 76° 50' 03" East 274.59 feet to an iron pipe set, thence
8. North 89° 59' 57" East 370.01 feet to an iron pipe set, thence

APPROPRIATE TAX AND TRANSFER TAX PAID

PRINCE GEORGES COUNTY \*\*\*2,500.00

PRINCE GEORGES COUNTY \*\*\*38.50

PRINCE GEORGES COUNTY CIRCUIT COURT (Land Records) NLP 4863, p. 0620, N/A, Case 5474, Data available 08/12/2006. Printed: 09/10/2003.



9. South 48° 42' 59" East 553.89 feet to an iron pipe set, thence running with the Westerly line of an extension of Brookeville Landing, as shown on a plat of subdivision entitled "Plat Three, Lots 37 thru 51, Pleasant Prospect and Street Dedication, Woodmore Road and Pleasant Prospect" and recorded among the aforesaid Land Records in Plat Book NLP-NLP-108 as Plat 27, said extension being fifty (50) feet wide
10. South 30° 48' 54" East 203.43 feet to an iron pipe set, thence running through said land described in Liber 5050 at folio 283
11. South 37° 52' 26" West 144.14 feet to an iron pipe set, thence
12. South 30° 40' 52" East 209.54 feet to an iron pipe set, thence
13. North 79° 00' 30" East 84.00 feet to an iron pipe set, thence running with the aforesaid Westerly line of an extension of Brookeville Landing
14. South 10° 59' 30" East 61.71 feet, thence
15. 82.11 feet along the arc of a curve to the right having a radius of 250.00 feet and a chord bearing South 01° 34' 57" East 81.74 feet, thence
16. North 82° 10' 25" West 5.00 feet, thence running with an extension of Brookeville Landing sixty (60) feet wide
17. 9.30 feet along the arc of a curve to the left having a radius of 430.00 feet and a chord bearing South 07° 12' 23" West 9.30 feet to an iron pipe set, thence running with the outlines of Lots 47, 46, 45, and 44, as shown on said Plat Three, Pleasant Prospect
18. South 89° 00' 00" West 232.13 feet to an iron pipe set, thence
19. South 55° 40' 00" West 138.00 feet to an iron pipe set, thence
20. South 04° 00' 00" East 139.37 feet to an iron pipe set, thence
21. South 18° 40' 00" East 307.79 feet to an iron pipe set, thence
22. South 07° 40' 00" East 380.83 feet to an iron pipe set, thence
23. South 66° 45' 00" East 38.00 feet to an iron pipe set, thence running with the Northwesterly line of Pleasant Prospect sixty (60) feet wide
24. 188.80 feet along the arc of a curve to the right having a radius of 370.00 feet and a chord bearing South 37° 52' 04" West 186.75 feet, thence
25. South 52° 29' 08" West 100.29 feet, thence continuing with said Northwesterly line of Pleasant Prospect, width now variable
26. 49.54 feet along the arc of a curve to the left having a radius of 468.49 feet and a chord bearing South 49° 27' 21" West 49.52 feet, thence running through said land described in Liber 5050 at folio 283
27. North 43° 34' 25" West 151.29 feet, thence
28. North 15° 41' 06" West 603.92 feet to the place of beginning, containing 1,013,931 square feet or 23.27665 acres of land.

PARCEL II: - Part of Liber 5050, folio 283; Liber 5048, folios 821 and 833; Liber 5048, folio 826 and Liber 5070 at folio 321

BEGINNING at an iron pipe found at the Northeasterly corner of the land of Robert P. Phibbons, Jr. and Ella N. Phibbons (Liber 1576, folio 40) said iron pipe lying at a corner common to said land of Phibbons and said land described in Liber 5048 at folios 821 and 833, thence running with said land of Phibbons

1. South 54° 36' 12" West 148.99 feet to an iron pipe found, thence running with the land of William Gregory Pichell and Julene C. Pichell (Liber 4984, folio 166)

2. South  $54^{\circ} 35' 37''$  West 149.94 feet to an iron pipe found, thence running with the land of Anthony E. D'Ambrosio and Virginia P. D'Ambrosio (Liber 1865, folio 476) and Leonard P. Carlucci (Liber 3576, folio 757)
3. South  $55^{\circ} 23' 17''$  West 150.66 feet to an iron pipe set, thence running with Lot 36 as shown on a plat of subdivision entitled "Plat Two, Lots 14 thru 36, Pleasant Prospect, and Street Dedication, Woodmore Road and Pleasant Prospect" and recorded among the aforesaid Land Records in Plat Book NLP-108 as Plat 26
4. South  $35^{\circ} 15' 07''$  West 244.31 feet to an iron pipe set, thence
5. South  $30^{\circ} 45' 13''$  East 157.71 feet to an iron pipe set, thence running with the Northerly line of Woodmore Road, one hundred fifty (150) feet wide
6. 563.80 feet along the arc of a curve to the right having a radius of 2216.83 feet and a chord bearing South  $65^{\circ} 50' 40''$  West 562.28 feet to an iron pipe set, thence running with Lot 37 as shown on the aforesaid Plat Three, Pleasant Prospect
7. North  $20^{\circ} 30' 00''$  West 98.83 feet to an iron pipe set, thence
8. North  $42^{\circ} 00' 00''$  West 309.00 feet to an iron pipe set, thence
9. South  $89^{\circ} 00' 00''$  West 135.00 feet to an iron pipe set, thence running with the land of Patrick A. O'Boyle (Liber 1184, folio 191)
10. North  $10^{\circ} 15' 50''$  West 246.58 feet passing in transit an iron pipe found 30.54 feet from the end thereof, thence
11. South  $85^{\circ} 09' 54''$  West 636.33 feet, thence
12. South  $02^{\circ} 10' 21''$  West 142.97 feet, thence running through the land described in Liber 5050 at folio 283
13. South  $85^{\circ} 46' 37''$  West 123.30 feet, thence
14. North  $65^{\circ} 17' 51''$  West 110.07 feet, thence
15. Due West 60.00 feet, thence
16. South  $71^{\circ} 36' 40''$  West 393.07 feet, thence
17. North  $42^{\circ} 44' 55''$  West 46.14 feet, thence running with the Southeasterly line of Pleasant Prospect, width variable
18. 75.16 feet along the arc of a curve to the right having a radius of 331.51 feet and a chord bearing North  $45^{\circ} 59' 24''$  East 75.00 feet thence continuing with said Southeasterly line of Pleasant Prospect, now sixty (60) feet wide
19. North  $52^{\circ} 29' 08''$  East 100.29 feet, thence
20. 219.41 feet along the arc of a curve to the left having a radius of 430.00 feet and a chord bearing North  $37^{\circ} 52' 04''$  East 217.04 feet to an iron pipe set, thence running with the outlines of Lots 43, 42 and 41 as shown on said Plat Three, Pleasant Prospect
21. South  $66^{\circ} 45' 00''$  East 46.47 feet to an iron pipe set, thence
22. North  $62^{\circ} 00' 00''$  East 196.79 feet to an iron pipe set, thence
23. North  $04^{\circ} 10' 00''$  East 95.00 feet to an iron pipe set, thence
24. North  $67^{\circ} 00' 00''$  East 257.00 feet to an iron pipe set, thence running through the land described in Liber 5048, folios 821 and 833 along Lots 40, 39 and 38 as shown on said Plat Three, Pleasant Prospect
25. North  $82^{\circ} 20' 00''$  East 585.00 feet to an iron pipe set, thence
26. North  $27^{\circ} 40' 00''$  West 136.00 feet to an iron pipe set, thence

27. North 49° 00' 00" West 257.00 feet to an iron pipe set, thence
28. South 87° 15' 00" West 120.87 feet to an iron pipe set, thence running with the Southerly line of Pleasant Prospect, sixty (60) feet wide
29. North 56° 06' 47" East 160.02 feet, thence
30. 218.83 feet along the arc of a curve to the right having a radius of 370.00 feet and a chord bearing North 73° 03' 24" East 215.66 feet thence
31. Due East 206.22 feet, thence
32. 54.41 feet along the arc of a curve to the left having a radius of 430.00 feet and a chord bearing North 86° 22' 30" East 54.37 feet to an iron pipe set, thence running with the outlines of the aforesaid Plat Two, Pleasant Prospect
33. South 07° 15' 00" East 148.55 feet to an iron pipe set, thence
34. South 44° 30' 00" East 138.27 feet to an iron pipe set, thence
35. South 14° 45' 00" East 173.00 feet to an iron pipe set, thence
36. South 34° 15' 00" East 277.00 feet to an iron pipe set, thence
37. North 81° 15' 00" East 263.00 feet to an iron pipe set, thence
38. North 35° 45' 00" East 440.00 feet to an iron pipe set, thence
39. North 76° 20' 00" East 169.00 feet to an iron pipe set, thence
40. South 75° 10' 00" East 227.00 feet to an iron pipe set, thence
41. North 88° 40' 00" East 168.00 feet to an iron pipe set, thence
42. North 05° 40' 00" West 71.00 feet to an iron pipe set, thence
43. North 55° 20' 00" West 110.00 feet to an iron pipe set, thence
44. North 23° 40' 00" West 72.00 feet to an iron pipe set, thence
45. North 78° 00' 00" West 64.00 feet to an iron pipe set, thence
46. North 46° 20' 00" West 330.00 feet to an iron pipe set, thence
47. North 04° 30' 00" West 138.00 feet to an iron pipe set, thence
48. North 32° 40' 00" East 96.00 feet to an iron pipe set, thence
49. North 01° 20' 00" West 640.00 feet to an iron pipe set, thence
50. North 87° 20' 00" West 44.00 feet to an iron pipe set, thence
51. North 36° 00' 00" West 50.00 feet to an iron pipe set, thence
52. North 88° 00' 00" West 112.00 feet to an iron pipe set, thence running with the Easterly line of Pleasant Prospect, sixty (60) feet wide
53. North 11° 49' 27" East 307.00 feet, thence continuing with said Easterly line of Pleasant Prospect through said land described in Liber 5048 at folio 826 as shown on a plat of subdivision entitled "Plat One, Lots 1 thru 13, Pleasant Prospect, and Street Dedication, Woodmore Road and Pleasant Prospect" and recorded among the aforesaid Land Records in Plat Book NLP-108 as Plat 25
54. 82.73 feet along the arc of a curve to the right having a radius of 370.00 feet and a chord bearing North 18° 13' 46" East 82.55 feet, thence running with Lots 13, 12, 11 and 10 as shown on said Plat One Pleasant Prospect
55. South 69° 15' 03" East 442.85 feet to an iron pipe set, thence
56. South 19° 00' 00" East 340.00 feet to an iron pipe set, thence

57. South  $16^{\circ} 07' 36''$  West 199.24 feet to an iron pipe set, thence running with the land of the Board of Education for Prince George's County, Maryland (Liber 2309, folio 184)
58. South  $89^{\circ} 18' 19''$  West 50.00 feet, thence
59. South  $14^{\circ} 50' 22''$  East 1370.04 feet, thence running with the aforesaid Northerly line of Woodmore Road
60. 245.09 feet along the arc of a curve to the left having a radius of 3894.72 feet and a chord bearing South  $57^{\circ} 16' 10''$  West 245.05 feet, thence
61. South  $55^{\circ} 28' 00''$  West 196.80 feet, thence running with the aforesaid land of Phibbons
62. North  $30^{\circ} 49' 33''$  West 250.27 feet to the place of beginning, containing 2,300,493 square feet or 52.81205 acres of land, of which 4.02916 acres is out of Liber 5050 at folio 283, 46.36409 acres is out of Liber 5048 at folios 821 and 833, 2.36592 acres is out of Liber 5048 at folio 826 and 0.05288 of an acre is out of Liber 5070 at folio 321.

PARCEL III: Part of Liber 5050, folio 283, Liber 5048 at folios 821 and 833, Liber 5051 at folio 281, Liber 5048 at folio 826 and Liber 5231 at folio 608

BEGINNING at an iron pipe found at the Southeasterly corner of Lot 6, Block B, as shown on a plat of subdivision entitled "Block A, Lots 4, 10 & 11, Block B, Lots 4, 5 & 6, Locust Grove" and recorded among the aforesaid Land Records in Plat Book NLP-99 as Plat 94, said iron pipe lying at a corner common to said Lot 6, Block B and the land described in Liber 5050 at folio 283, thence running with the outlines of said Locust Grove and a second plat of subdivision entitled "Block A, Lots 1 to 3 & 5 - 9, Block B, Lots 1 to 3, Locust Grove" and recorded among the aforesaid Land Records in Plat Book NLP-95 as Plat 81

1. North  $04^{\circ} 17' 44''$  West 1458.10 feet, thence
2. North  $51^{\circ} 39' 11''$  West 880.59 feet to an iron pipe found, thence running with the Easterly line of Enterprise Road (Maryland Route 556) twenty-five (25) feet from the centerline thereof as shown on Maryland State Roads Commission Right of Way Plats 4530 and 4531
3. North  $21^{\circ} 29' 47''$  East 132.82 feet, thence
4. 625.21 feet along the arc of a curve to the right having a radius of 5704.58 feet and a chord bearing North  $24^{\circ} 38' 10''$  East 624.90 feet to an iron pipe found, thence running with the land of Acton Park, Inc. (Liber 4216, folios 380 and 385)
5. South  $58^{\circ} 39' 09''$  East 438.96 feet, thence running through said land of Acton Park, Inc. with the outlines of the land described in Liber 5231 at folio 608
6. North  $44^{\circ} 46' 27''$  East 177.75 feet to an iron pipe found, thence
7. South  $45^{\circ} 30' 55''$  East 349.14 feet to an iron pipe found, thence
8. South  $53^{\circ} 36' 05''$  East 384.30 feet to an iron pipe found, thence
9. South  $77^{\circ} 53' 37''$  East 466.20 feet to an iron pipe found, thence
10. South  $60^{\circ} 01' 35''$  East 80.38 feet to an iron pipe found, thence
11. South  $30^{\circ} 25' 16''$  East 138.98 feet to a 14" oak tree, thence
12. DUE EAST 360.00 feet to an iron pipe found, thence
13. North  $82^{\circ} 14' 05''$  East 199.83 feet to an iron pipe found, thence
14. North  $42^{\circ} 03' 52''$  East 55.23 feet to an iron pipe found, thence
15. North  $29^{\circ} 12' 52''$  East 84.80 feet, thence running through said lands described in Liber 5231, folio 608, Liber 5050, folio 283 and Liber 5048, folios 821 and 833



16. South 02° 18' 25" West 953.79 feet, thence continuing through said land described in Liber 5048, folios 821 and 833
17. North 81° 52' 12" West 190.92 feet, thence
18. South 68° 57' 45" West 41.79 feet, thence
19. North 78° 59' 47" West 36.67 feet, thence
20. South 57° 20' 21" West 46.32 feet, thence
21. South 25° 56' 32" West 41.15 feet, thence
22. South 39° 00' 09" West 182.73 feet, thence
23. South 45° 00' 00" West 46.67 feet, thence
24. South 07° 35' 41" West 30.27 feet, thence
25. South 12° 36' 15" East 164.98 feet, thence
26. North 65° 20' 25" East 33.37 feet, thence
27. North 67° 15' 42" East 361.70 feet, thence
28. South 85° 42' 52" East 417.21 feet, thence running through said land described in Liber 5051 at folio 281
29. South 11° 57' 05" East 117.50 feet, thence
30. North 88° 03' 43" East 84.14 feet, thence
31. North 11° 21' 05" East 63.54 feet, thence
32. North 88° 52' 57" East 111.24 feet, thence
33. South 10° 08' 55" East 166.22 feet, thence
34. South 79° 58' 19" West 103.95 feet, thence
35. South 05° 21' 13" East 57.92 feet, thence
36. South 79° 41' 48" West 155.15 feet, thence
37. South 02° 28' 43" East 203.56 feet thence running with the Northeasterly line of a private roadway, thirty (30) feet wide
38. 36.26 feet along the arc of a curve to the right having a radius of 290.00 feet and a chord bearing South 71° 04' 55" East 36.23 feet, thence
39. South 67° 30' 00" East 164.42 feet, thence
40. 74.87 feet along the arc of a curve to the right having a radius of 165.00 feet and a chord bearing South 54° 30' 00" East 74.23 feet, thence
41. South 41° 30' 00" East 111.85 feet, thence
42. South 83° 27' 33" East 33.43 feet, thence running with the Northwesterly line of Pleasant Prospect, sixty (60) feet wide
43. 75.71 feet along the arc of a curve to the left having a radius of 430.00 feet and a chord bearing South 49° 32' 14" West 75.62 feet, thence running with the Southwesterly line of said private roadway
44. North 01° 29' 48" East 34.10 feet, thence
45. North 41° 30' 00" West 110.40 feet, thence
46. 61.26 feet along the arc of a curve to the left having a radius of 135.00 feet and a chord bearing North 54° 30' 00" West 60.74 feet, thence

47. North 67° 30' 00" West 164.42 feet, thence running to and through said land described in Liber 5048 at folios 821 and 833
48. 111.18 feet along the arc of a curve to the left having a radius of 260.00 feet and a chord bearing North 79° 45' 00" West 110.33 feet, thence
49. South 88° 00' 00" West 186.07 feet, thence
50. 22.80 feet along the arc of a curve to the left having a radius of 55.00 feet and a chord bearing South 76° 07' 27" West 22.64 feet, thence
51. 140.77 feet along the arc of a curve to the right having a radius of 85.00 feet and a chord bearing North 68° 18' 23" East 125.23 feet, thence leaving said private roadway and continuing through said land described in Liber 5048 at folios 821 and 833
52. South 72° 00' 00" West 175.96 feet, thence
53. South 37° 30' 00" West 67.00 feet, thence
54. South 18° 30' 00" East 120.00 feet, thence
55. 77.03 feet along the arc of a curve to the right having a radius of 165.00 feet and a chord bearing South 05° 07' 30" East 76.34 feet, thence
56. South 08° 15' 00" West 28.00 feet, thence
57. North 88° 00' 00" East 64.00 feet, thence
58. North 46° 30' 00" East 52.00 feet, thence
59. North 86° 30' 00" East 201.00 feet, thence
60. South 84° 00' 00" East 149.50 feet, thence
61. North 87° 30' 00" East 87.00 feet, thence running to and through said land described in Liber 5051 at folio 281
62. North 84° 00' 00" East 103.00 feet, thence
63. South 37° 30' 00" East 64.00 feet, thence
64. South 71° 00' 00" East 128.50 feet, thence running with the Northwesterly line of Pleasant Prospect, sixty (60) feet wide, to and through said land described in Liber 5048 at folio 826
65. 121.39 feet along the arc of a curve to the left having a radius of 430.00 feet and a chord bearing South 19° 54' 42" West 120.99 feet, thence continuing with said Northwesterly line of Pleasant Prospect to and through said land described in Liber 5048 at folios 821 and 833
66. South 11° 49' 27" West 361.71 feet, thence leaving Pleasant Propsect and continuing through said land described in Liber 5048 at folios 821 and 833
67. North 60° 36' 40" West 98.41 feet, thence
68. North 81° 52' 12" West 63.64 feet, thence
69. South 75° 44' 08" West 60.88 feet, thence
70. North 87° 04' 45" West 98.13 feet, thence
71. North 53° 36' 56" West 23.60 feet, thence
72. South 71° 56' 22" West 48.38 feet, thence
73. South 10° 18' 17" West 78.26 feet, thence
74. South 57° 39' 09" West 35.51 feet, thence
75. North 52° 20' 04" West 72.01 feet, thence
76. North 87° 03' 52" West 39.05 feet, thence

77. South 08° 14' 47" West 69.72 feet, thence
78. North 74° 40' 00" West 64.29 feet, thence
79. South 41° 05' 58" West 62.37 feet, thence
80. DUE SOUTH 117.00 feet, thence
81. South 12° 18' 29" West 56.29 feet, thence
82. South 12° 43' 28" East 31.78 feet, thence
83. South 23° 25' 43" West 32.70 feet, thence
84. South 74° 28' 33" West 18.68 feet, thence
85. South 36° 31' 44" West 33.60 feet, thence
86. South 07° 07' 30" West 64.50 feet, thence
87. South 22° 12' 13" East 52.92 feet, thence
88. South 40° 16' 48" West 77.34 feet, thence
89. South 19° 49' 56" West 64.85 feet, thence
90. South 04° 23' 55" East 39.12 feet, thence
91. South 53° 11' 46" East 173.60 feet, thence
92. South 15° 19' 17" West 231.24 feet, thence running with the Northwesternly line of Pleasant Prospect, sixty (60) feet wide
93. 125.20 feet along the arc of a curve to the right having a radius of 370.00 feet and a chord bearing South 80° 18' 22" West 124.61 feet, thence
94. DUE WEST 206.22 feet, thence
95. 254.32 feet along the arc of a curve to the left having a radius of 430.00 feet and a chord bearing South 73° 03' 24" West 250.63 feet, thence
96. South 56° 06' 47" West 183.37 feet, thence
97. 4.76 feet along the arc of a curve to the right having a radius of 370.00 feet and a chord bearing South 56° 28' 50" West 4.76 feet, thence running with the outlines of Lots 51, 50, 49 and 48 as shown on Plat Three Pleasant Prospect
98. North 21° 00' 00" East 46.00 feet to an iron pipe set, thence
99. North 39° 10' 00" East 72.64 feet to an iron pipe set, thence
100. North 16° 55' 38" West 21.58 feet to an iron pipe set, thence
101. North 06° 15' 15" West 73.44 feet to an iron pipe set, thence
102. North 01° 03' 39" East 54.01 feet to an iron pipe set, thence
103. North 13° 42' 25" East 20.61 feet to an iron pipe set, thence running to and through said land described in Liber 5050 at folio 283
104. North 87° 10' 00" West 258.47 feet to an iron pipe set, thence
105. South 81° 20' 00" West 248.54 feet thence running with the Easterly line of Brookeville Landing, sixty (60) feet wide
106. 22.89 feet along the arc of a curve to the right having a radius of 370.00 feet and a chord bearing North 06° 03' 15" East 22.88 feet, thence leaving the outlines of Plat Three, Pleasant Prospect, continuing through said land described in Liber 5050 at folio 283 and running to and with the Easterly line of an extension of Brookeville Landing (fifty (50) feet wide,

107. North 82° 10' 27" West 5.00 feet, thence
108. 98.53 feet along the arc of a curve to the left having a radius of 300.00 feet and a chord bearing North 01° 34' 57" West 98.09 feet, thence
109. North 10° 59' 30" West 7.86 feet, thence leaving said Easterly line of an extension of Brookeville Land and continuing through said land described in Liber 5050 at folio 283
110. North 86° 54' 21" East 63.81 feet, thence
111. North 67° 21' 39" East 228.62 feet, thence
112. North 82° 05' 34" East 218.07 feet, thence
113. North 45° 39' 31" East 61.52 feet, thence
114. South 80° 02' 58" East 115.74 feet, thence
115. North 55° 00' 29" East 73.24 feet, thence
116. North 84° 48' 20" East 132.54 feet, thence
117. North 30° 27' 56" West 118.34 feet, thence
118. North 74° 15' 40" East 114.28 feet, thence
119. North 03° 34' 35" East 240.47 feet, thence
120. North 42° 52' 44" West 191.05 feet, thence
121. South 84° 02' 45" East 163.88 feet, thence
122. North 01° 38' 54" East 139.06 feet, thence
123. North 58° 18' 46" West 262.08 feet to an iron pipe set, thence
124. South 34° 41' 39" West 395.29 feet to an iron pipe set, thence
125. South 56° 11' 27" West 679.80 feet, thence running with the aforesaid Easterly line of an extension of Brookeville Land, fifty (50) feet wide
126. North 30° 48' 54" West 283.20 feet, thence leaving said Easterly line of an extension of Brookeville Land and continuing through said land described in Liber 5050 at folio 283
127. North 52° 16' 03" East 809.29 feet to an iron pipe set, thence
128. North 15° 15' 26" West 114.02 feet to an iron pipe set, thence
129. North 87° 32' 53" West 350.32 feet to an iron pipe set, thence
130. South 70° 00' 53" West 175.57 feet to an iron pipe set, thence
131. North 72° 26' 40" West 268.79 feet to an iron pipe set, thence
132. North 04° 17' 48" West 220.39 feet to the place of beginning, containing 6,240,680 square feet or 143.26630 acres of land, of which 105.18510 acres is out of Liber 5050 at folio 283, 31.22624 acres is out of Liber 5048 at folios 821 and 833, 1.69824 acres is out of Liber 5051 at folio 281, 0.70696 of an acre is out of Liber 5048 at folio 826 and 4.44976 acres is out of Liber 5231 at folio 608.

SAVING AND EXCEPTING from the aforesaid Parcels I, II and III the following two (2) parcels:

PARCEL A

Being part of the land of GolfAmerica Corporation of Maryland as described in a deed dated September 20, 1978 from Algie M. Pulley, Jr. and Gary S. Kaveney and recorded among the Land Records of Prince George's County, Maryland (7th Election District) in Liber 5051 at folio 281 and being more particularly described as follows:

BEGINNING at a point in the line of division between said land described in Liber 5051 at folio 281 and other land of GolfAmerica Corporation of Maryland (Liber 5048, folio 826), said point lying North 86° 56' 33" East 22.67 feet from the Westerly corner common to said lands, thence running through said land described in Liber 5051 at folio 281

1. North 10° 21' 56" East 46.18 feet, thence
2. North 68° 01' 29" East 48.92 feet, thence
3. North 09° 34' 25" West 17.34 feet, thence
4. South 37° 30' 00" East 20.00 feet, thence
5. South 71° 00' 00" East 128.50 feet, thence running with the Westerly line of Pleasant Prospect (sixty (60) feet wide) as shown on a plat of subdivision entitled "Plat One, Lots 1 thru 13, Pleasant Prospect, and Street Dedication, Woodmore Road and Pleasant Prospect" and recorded among the aforesaid Land Records in Plat Book NLP-108 as Plat 25
6. 15.31 feet along the arc of a curve to the left having a radius of 430.00 feet and a chord bearing South 26° 58' 44" West 15.31 feet, thence running with the line of division between said lands described in Liber 5051 at folio 281 and Liber 5048 at folio 826
7. South 86° 56' 33" West 177.77 feet to the place of beginning, containing 7,740 square feet or 0.17768 of an acre of land.

PARCEL B

Being part of the land of GolfAmerica Corporation of Maryland as described in a deed dated January 15, 1979 from Charles J. Geddes, Jr. and recorded among the Land Records of Prince George's County, Maryland (7th Election District) in Liber 5048 at folio 826 and being more particularly described as follows:

BEGINNING at a point in the line of division between said land described in Liber 5048 at folio 826 and other land of GolfAmerica Corporation of Maryland (Liber 5051 at folio 281) said point lying North 86° 56' 33" East 22.67 feet from the Westerly corner common to said lands, thence running with said line of division

1. North 86° 56' 33" East 177.77 feet, thence running with the Westerly line of Pleasant Prospect (sixty (60) feet wide) as shown on a plat of subdivision entitled "Plat One, Lots 1 thru 13, Pleasant Prospect, and Street Dedication, Woodmore Road and Pleasant Prospect" and recorded among the aforesaid Land Records in Plat Book NLP-108 as Plat 25
2. 63.86 feet along the arc of a curve to the left having a radius of 430.00 feet and a chord bearing South 21° 42' 14" West 63.81 feet, thence running through said land described in Liber 5048 at folio 826
3. North 85° 06' 39" West 161.10 feet, thence
4. North 10° 21' 56" East 36.67 feet to the place of beginning, containing 8,040 square feet or 0.18457 of an acre of land.

Grantor hereby subjects that portion of that certain lake (the "Lake") which is included within the boundaries of the land being conveyed hereby and which is more particularly described in a Declaration of Covenants, Conditions and Restrictions made by GOLFAMERICA CORPORATION of MARYLAND on October 23, 1980 and which is recorded among the Land Records of Prince George's County, Maryland in Liber 5343 at folio 458, to the following restrictive covenants which shall run with the land, to wit:

1. The members of Pleasant Prospect Home Owner's Association, Inc., a Maryland corporation, (hereinafter referred to as the "Associaton") and their guests shall have the perpetual right to use and enjoy the Lake for any reasonable recreational purpose, subject however to the following restrictions:

a. No bulkheading, piers, docks, piling, float or other marina structure shall be erected on or adjacent to any Waterfront Lot without the approval of the Association and the grantee herein, Prince Geroge's Country Club, Inc., (the "Club"), a Maryland corporation, its successors and assigns. The Owner of any such approved facility shall be responsible for the maintenance and appearance of such facility.

b. No power boats of any kind shall be placed or used in the Lake except electric power boats of a type approved by the Club.

c. All boats used in the Lake must be registered annually by the Club on or before July 1 of each year and no boat shall be so registered which does not meet reasonable standards set by the Club and the Association. The Club may charge a reasonable fee for such registration to cover the administrative costs of such registration.

d. The Owner of any boat used or placed in the Lake shall be responsible for the use and appearance of such boat and the observance of such rules and regulations as may be established from time to time by the Club.

e. No swimming, or other acquatic activities shall be allowed in or on the Lake except in such locations as may be approved by the Club.

f. The use of the Lake for any purpose shall be subject to such reasonable rules and regulations as may be promulgated by the Club from time to time.

2. No material change in these covenants, or in the existence, use or function of the Lake may be effected by the Club, its successors and assigns without the consent of the Association, its successors and assigns.

3. The Club may, at its option, assign to the Association its rights under paragraphs 1 (a) (b) (c) (d) (e) (f).

The undersigned President hereby certifies that the grant made by this deed is not part of a transaction in which there is a sale, lease, exchange or other transfer of all or substantially all of the property and assets of the grantor herein.

5393 631

Being..... the same property described in a deed recorded in Liber.....  
Folio..... among the aforesaid Land Records.

TOGETHER with the building and improvements thereupon erected, made or being; and all and every, the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or in anywise pertaining.

AND the said party of the first part covenants that it will warrant specially the property hereby conveyed and will execute such further assurances of said land as may be requisite.

IN WITNESS WHEREOF, the said grantor has caused its corporate seal to be hereto affixed and these presents to be executed in its corporate name by Algie M. Pulley, Jr.  
its President, attested by V. Paul Zanecki its  
Secretary, as of the day and year first above written, in pursuance of resolutions duly adopted for that purpose by its Board of Directors, and does hereby appoint Algie M. Pulley, Jr.  
....., its attorney in fact to acknowledge and deliver this instrument on its behalf.

GOLFAMERICA CORPORATION OF MARYLAND

Attest: V. Paul Zanecki Secretary By: Algie M. Pulley, Jr. President

This instrument certified to have been prepared by one of the parties named herein.

This instrument certified to have been prepared by an attorney duly admitted to practice before the Court of Appeals of Maryland, or under his supervision.  
Nylon & Gilmore, Attorneys

STATE OF MARYLAND  
COUNTY OF PRINCE GEORGE'S

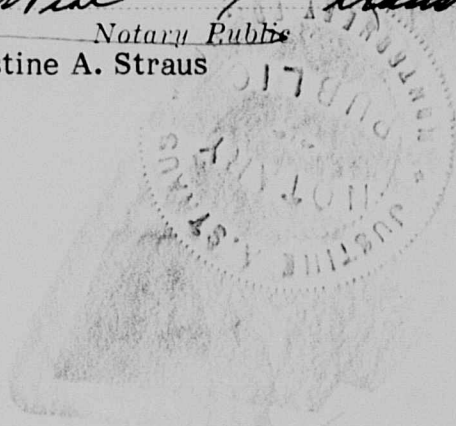
) to wit:

I, Justine A. Straus, a Notary Public, in and for the State and County.  
(or District), aforesaid, do hereby certify that Algie M. Pulley, Jr.  
who is personally well know to me as (or proved by the oath of credible witnesses to be) the person named as attorney in fact in the foregoing deed bearing date on the 9th day of April,  
19 81, and hereto annexed, personally appeared before me in said State and County, (or District), and as attorney in fact as aforesaid, and by virtue of the power vested in him by said deed, acknowledged the same to be the act and deed of the GOLFAMERICA CORPORATION OF  
MARYLAND, a body corporate,  
as grantor therein, and that it was executed on its behalf for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal this 9th day of April,  
19 81.

Justine A. Straus  
Notary Public  
Justine A. Straus

My commission expires: July 1, 1982



\$ 8,500<sup>00</sup>  
CORPORATE DEED 38 50

GOLFAMERICA CORPORATION  
OF MARYLAND

TO

PRINCE GEORGES COUNTRY CLUB, INC.

All Taxes on assessments certified to the  
Collector of Taxes for Prince George's  
County Md. by 18-514 have been paid  
Dept. of Finance Prince George's County,  
Md. This statement is for recordation and is not  
assurance against further taxation even  
to the point, nor does it guarantee  
with the return of outstanding tax sales.

5393 632

**TRANSFERRED**  
APR 15 1981  
BY BBB CLERK  
TRANSFER OFFICE

Received for Record on the 15<sup>th</sup> day of  
April, 1981 at  
o'clock M. and recorded in Liber No. ....  
at Folio ....., et seq., one of the  
Land Records of the .....

Recorder: \_\_\_\_\_  
LAW OFFICES  
NYLEN & GILMORE  
Riggs Building  
University Blvd. at Riggs Rd.  
Hyattsville, Md.

Remit to:



2/2

34293 516

For the Clerk of Court:

Parcel Identifier (Tax Account) No.:

Title Insurer:

07-0657700  
07-0770750  
07-0799312

PRINCE GEORGE'S COUNTY, MD  
APPROVED BY: CSE  
#000

JAN 16 2013

**SPECIAL WARRANTY DEED**

\$21428.00 ADDITIONAL TAX PAID  
\$54578.12

THIS SPECIAL WARRANTY DEED (this "**Deed**") is made this 27<sup>th</sup> day of December, 2012 by and between **THE COUNTRY CLUB AT WOODMORE, INC.**, a Maryland corporation ("**Grantor**"), and **CONCERT WOODMORE, LLC**, a Delaware limited liability company ("**Grantee**").

**WITNESSETH**, that for \$10.00 and other good and valuable consideration in hand paid, and for no assumption of mortgage liability, but acknowledging that property being transferred has an assessed value of \$3,895,580, Grantor does hereby grant and convey in fee simple unto Grantee, its successors and assigns, all that piece of land situate, lying, and being in Prince George's County, Maryland, and being more particularly described on **Exhibit A** attached hereto and incorporated into this Deed for all purposes as if fully set forth herein subject to the items set forth on **Exhibit B** attached hereto (the "**Permitted Exceptions**") and incorporated into this Deed for all purposes.

**TOGETHER WITH** all the buildings and improvements on the such land, erected, made or being; and all and every rights-of-way, alleys, ways, waters, easements, privileges, appurtenances, and advantages, to the same belonging or in anywise appertaining and all the estate, title, right, interest and claim, either at law or in equity, or otherwise, however, of the Grantor of, in, to or out of the said land and premises, and all right, title and interest of the Grantor in and to the land lying in the bed of any street, road or highway (open or proposed) in front of, adjoining or servicing the above-described real property, including condemnation awards or payments in lieu thereof as a result of a change of grade, alignment or access rights.

**TO HAVE AND TO HOLD** the land and premises above described and hereby intended to be conveyed, together with the building and improvements erected thereon and all rights, privileges, appurtenances, easements and advantages belonging and pertaining to the use and benefit of the Grantee, in fee simple, forever.

**AND** the Grantor covenants and warrants specially the property hereby conveyed and covenants to execute such further assurances as may be requisite.

Clerk of the  
Circuit Court  
2013 JAN 16 PM 12: 05  
PRINCE GEORGE'S COUNTY, MD #69  
RECORDING FEE \$ 40.00  
IN TAX STATE \$ 28.00  
TOTAL \$ 68.00  
REPT FEE \$ 19,477.99  
REPT FEE \$ 299.19  
REPT FEE \$ 19,527.98  
REPT FEE \$ 19,527.98

Exhibit 3



PRINCE GEORGE'S COUNTY CIRCUIT COURT (Land Records) MMB 34293, p. 0516, MSA\_CE64\_34601. Date available 01/25/2013. Printed 09/11/2023.

34293 517

IN WITNESS WHEREOF, Grantor has duly executed this Deed under seal as of the date set forth above.

ATTEST/WITNESS:

Craig M. Pank

GRANTOR:

COUNTRY

THE CLUB AT WOODMORE, INC.,  
a Maryland corporation

By: Chuck Bishop (Seal)  
Name: Chuck Bishop  
Title: President

STATE OF Maryland §  
§ to wit:  
COUNTY OF Prince George's

I HEREBY CERTIFY that on this 26<sup>th</sup> day of December, 2012, before me, a Notary Public in and for the State and County aforesaid, personally appeared Chuck Bishop, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument, the person or the entity upon behalf of which the person acted executed the instrument.

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

Jessica White  
Notary Public

My Commission Expires: 04/10/2013

[NOTARIAL SEAL]

ATTORNEY'S CERTIFICATION

This is to certify that the within instrument was prepared by or under the supervision of the undersigned, an attorney duly admitted to practice before the Court of Appeals of Maryland.

Craig M. Pank

PRINCE GEORGE'S COUNTY CIRCUIT COURT (Land Records) MMB 34293, p. 0517, MSA\_CE64\_34601. Date available 01/25/2013. Printed 09/11/2023.

34293 518

**Exhibit A**

**PARCEL ONE:**

Being three parcels of land comprising in aggregate 219.35500 acres of land in the Seventh (7th) Election District of Prince George's County, Maryland and described as follows:

- Part I: containing 23.27655 acres of land;
- Part II: containing 52.81205 acres of land; and
- Part III: containing 143.26630 acres of land.

The above three parcels being more fully described in a Deed dated April 9, 1981 and recorded among the Land Records of Prince George's County in Liber 5393, folio 620 by and between Golf America Corporation of Maryland and Prince George's Country Club, Inc., a Maryland corporation.

Saving and excepting from Part I, Part II and Part III 0.17768 of an acre of land and 0.18457 of an acre of land.

Saving and exception from Part III the following:

1. 0.48406 of an acre of land conveyed to Royal V. Hart and Patricia A. Hart by Deed dated August 18, 1981 and recorded among the Land Records of Prince George's County in Liber 5461, folio 135;
2. Parcels "F", "G", "H" and "I", "Courtside Villas at Woodmore" as shown on the Plat recorded among the Land Records of Prince George's County in Plat Book 113, page 62.
3. 0.0287 of an acre of land dedicated to public use as shown on a Plat entitled "Plat One, Section 4, Woodmore" recorded among the Land Records of Prince George's County in Plat Book 146, plat 66.

Said property now assessed as Map 61, Grid F-1, Parcel 23.

**PARCEL TWO:**

BEING KNOWN AND DESIGNATED as Lot 7 as shown on the Plat entitled "Enterprise Knolls" which Plat is recorded among the Land Records of Prince George's County in Plat Book 99, page 53.

**PARCEL THREE:**

Being 4.8030 acres of land situate in the 7th Election District of Prince George's County and being more particularly set forth in Deed dated October 31, 1994 and recorded among the Land Records of Prince George's County in Liber 9946, folio 394 by and between Winchester - Maryland Development Company Joint Venture, a Maryland general partnership and Prince George's Country Club, Inc.

**Exhibit B**  
TO  
SPECIAL WARRANTY DEED

1. Right of Way dated September 24, 1981 and recorded among the Land Records of Prince George's County in Liber 5460, folio 920 by and between Prince George's Country Club, Inc. and Washington Suburban Sanitary Commission.
2. Right of Way dated September 24, 1981 and recorded among the Land Records of Prince George's County in Liber 5472, folio 447 by and between Prince George's Country Club, Inc. and Washington Suburban Sanitary Commission.
3. Right of Way Agreement dated November 3, 1981 and recorded among the Land Records of Prince George's County in Liber 5486, folio 164 by and between Golf American, Corporation of Maryland and Baltimore Gas and Electric Company.
4. Right of Way dated December 17, 1981 and recorded among the Land Records of Prince George's County in Liber 5487, folio 245 by and between Prince George's Country Club, Inc. and Washington Suburban Sanitary Commission.
5. Declaration of Easement and Agreement dated February 17, 1982 and recorded among the Land Records of Prince George's County in Liber 5504, folio 64 by Prince George's Country Club, Inc.
6. Declaration of Easement and Agreement dated February 17, 1982 and recorded among the Land Records of Prince George's County in Liber 5504, folio 66 by Prince George's Country Club, Inc.
7. Right of Way dated April 15, 1982 and recorded among the Land Records of Prince George's County in Liber 5530, folio 877 by and between Prince George's Country Club, Inc. and Washington Suburban Sanitary Commission.
8. Right of Way dated April 8, 1982 and recorded among the Land Records of Prince George's County in Liber 5530, folio 908 by and between Prince George's Country Club, Inc. and Washington Suburban Sanitary Commission.
9. Right of Way dated April 15, 1982 and recorded among the Land Records of Prince George's County in Liber 5530, folio 924 by and between Prince George's Country Club, Inc. and Washington Suburban Sanitary Commission.
10. Right of Way dated November 19, 1985 and recorded among the Land Records of Prince George's County in Liber 6220, folio 994 by and between Prince George's Country Club, Inc. and Washington Suburban Sanitary Commission.

34293 520

11. Right of Way dated September 23, 1986 and recorded among the Land Records of Prince George's County in Liber 6590, folio 1 by and between Prince George's Country Club, Inc. and Washington Suburban Sanitary Commission.
12. Right of Way dated May 6, 1988 and recorded among the Land Records of Prince George's County in Liber 6982, folio 12 by and between Prince George's Country Club, Inc. and Washington Suburban Sanitary Commission.
13. Storm Drainage Easement dated April 7, 1989 and recorded among the Land Records of Prince George's County in Liber 7306, folio 216 by and between Prince George's Country Club, Inc. and Prince George's County, Maryland.
14. Right of Way dated May 10, 1989 and recorded among the Land Records of Prince George's County in Liber 7319, folio 653 by and between Prince George's Country Club, Inc. and Washington Suburban Sanitary Commission.
15. Storm Drainage Easement dated June 30, 1989 and recorded among the Land Records of Prince George's County in Liber 7357, folio 883 by and between Prince George's Country Club, Inc. and Prince George's County, Maryland.
16. Deed of Easement dated June 30, 1989 and recorded among the Land Records of Prince George's County in Liber 7357, folio 888 by and between Prince George's Country Club, Inc. and Prince George's County, Maryland.
17. Storm Drainage Easement dated June 30, 1989 and recorded among the Land Records of Prince George's County in Liber 7357, folio 894 by and between Prince George's Country Club, Inc. and Prince George's County, Maryland.
18. Covenants set forth in Deed dated June 30, 1989 and recorded among the Land Records of Prince George's County in Liber 7431, folio 64 by and between Winchester-Maryland Development Company Joint Venture and Prince George's Country Club, Inc.
19. Right of Way dated May 18, 1990 and recorded among the Land Records of Prince George's County in Liber 7652, folio 830 by and between Prince George's Country Club, Inc. and Washington Suburban Sanitary Commission.
20. Storm Drainage Easement dated July 26, 1990 and recorded among the Land Records of Prince George's County in Liber 7723, folio 623 by and between Prince George's Country Club, Inc. and Prince George's County, Maryland.
21. Right of Way dated October 17, 1990 and recorded among the Land Records of Prince George's County in Liber 7803, folio 804 by and between Prince George's Country Club, Inc. and Washington Suburban Sanitary Commission.

34293 521

22. Right of Way dated March 24, 1992 and recorded among the Land Records of Prince George's County in Liber 8278, folio 656 by and between Prince George's Country Club, Inc. and Washington Suburban Sanitary Commission.
23. Floodplain Easement dated October 18, 1994 and recorded among the Land Records of Prince George's County in Liber 9897, folio 56 by and between Prince George's Country Club, Inc. and Prince George's County, Maryland.
24. Storm Drainage Easement dated January 4, 1991 and recorded among the Land Records of Prince George's County in Liber 10269, folio 77 by and between Prince George's Country Club, Inc. and Prince George's County, Maryland.
25. Storm Drainage Easement dated September 18, 1995 and recorded among the Land Records of Prince George's County in Liber 10677, folio 372 by and between Prince George's Country Club, Inc. and Prince George's County, Maryland.
26. Right of Way dated April 16, 1997 and recorded among the Land Records of Prince George's County in Liber 11468, folio 177 by and between Prince George's Country Club, Inc. and Washington Suburban Sanitary Commission.
27. Declaration of Covenants dated July 26, 2001 and recorded among the Land Records of Prince George's County in Liber 14856, folio 343 by Prince George's Country Club, Inc.
28. Easement and Right of Way Agreement dated November 21, 2001 and recorded among the Land Records of Prince George's County in Liber 15263, folio 163 by and between The Country Club of Woodmore t/a Prince George's Country Club, Inc. and The Country Club at Woodmore Prince George's Country Club.
29. Declaration of Covenants dated July 28, 2005 and recorded among the Land Records of Prince George's County in Liber 22614, folio 494 by Prince George's Country Club, Inc.
30. Declaration of Covenants, Conditions and Restrictions dated October 23, 1980 and recorded among the Land Records of Prince George's County in Liber 5343, folio 458 by Golfamerica Corporation of Maryland.
31. Restrictive Covenants set forth in Deed dated April 9, 1981 and recorded among the Land Records of Prince George's County in Liber 5393, folio 620 by and between Golfamerica Corporation of Maryland and Prince George's Country Club, Inc.
32. Deed dated October 31, 1994 and recorded among the Land Records of Prince George's County in Liber 9946, folio 394 by and between Winchester-Maryland Development Company Joint Venture and Prince George's Country Club, Inc.

AFTER RECORDATION RETURN TO:  
FIDELITY NATIONAL TITLE INS. CO.  
1 NORTH CHARLES STREET, SUITE 400  
BALTIMORE, MD 21201

Page 3 of 3 : ATTN: ROBIN CAVEY - FILE NO. 12-0582-FN

**State of Maryland Land Instrument Intake Sheet**  
**Baltimore City x County: Prince George's**  
 Information provided is for the use of the Clerk's Office, State Department of  
 Assessments and Taxation, and County Finance Office only.  
 (Type or Print in Black Ink Only - All Copies Must Be Legible)

3423 522

Space Reserved for Circuit Court Clerk Recording Valid

<b>Type(s) of Instruments</b>	( <input type="checkbox"/> Check Box If Addendum Intake Form is Attached.) <input type="checkbox"/> Deed <input type="checkbox"/> Mortgage <input type="checkbox"/> Other: <input type="checkbox"/> Deed of Trust <input type="checkbox"/> Lease <input type="checkbox"/> Other: <input type="checkbox"/> Other:							
<b>Conveyance Type (Check Box)</b>	<input type="checkbox"/> Improved Sale Arms-Length [1]	<input type="checkbox"/> Unimproved Sale Arms-Length [2]	<input type="checkbox"/> Multiple Accounts Arms-Length [3]	<input type="checkbox"/> Not an Arms-Length Sale [9]				
<b>Tax Exemptions (if Applicable)</b> Cite or Explain Authority	<b>Recordation</b>							
	<b>State Transfer</b>							
	<b>County Transfer</b>							
<b>Consideration and Tax Calculations</b>	<b>Consideration Amount</b>			<b>Finance Office Use Only</b>				
	Purchase Price/Consideration			<b>Transfer and Recordation Tax Consideration</b>				
	Any New Mortgage			Transfer Tax Consideration				
	Balance of Existing Mortgage			X (        ) % =				
	Other:			Less Exemption Amount -				
	Other:			Total Transfer Tax =				
Full Cash Value			Recordation Tax Consideration					
			X (        ) per \$500 =					
			TOTAL DUE					
<b>Fees</b>	<b>Amount of Fees</b>		<b>Doc. 1</b>		<b>Doc. 2</b>			
	Recording Charge		20.00			Agent:		
	Surcharge		40.00			Tax Bill:		
	State Recordation Tax		21,428.00			C.B. Credit:		
	State Transfer Tax		19,477.90			Ag. Tax/Other:		
	County Transfer Tax		54,538.12					
	Other							
<b>Description of Property</b> SDAT requires submission of all applicable information. A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(i).	<b>District</b>	<b>Property Tax ID No. (1)</b>	<b>Grantor Liber/Folio</b>	<b>Map</b>	<b>Parcel No.</b>	<b>Var. LOG</b>		
	07	0799312 <u>0657700</u>				<input type="checkbox"/> (5)		
	<b>Subdivision Name</b>		<b>Lot 3(a)</b>	<b>Block(3b)</b>	<b>Sect/AR(3c)</b>	<b>Plat Ref.</b>	<b>SqFt/Acreage(4)</b>	
	<b>Location / Address of Property Being Conveyed (2)</b>							
	<b>Other Property Identifiers (if applicable)</b>					<b>Water Meter Account No.</b>		
	07-0657700 and 07-0770750							
	<b>Residential</b> <input type="checkbox"/> <b>or Non-Residential</b> <input checked="" type="checkbox"/>		<b>Fee simple</b> <input checked="" type="checkbox"/> <b>or Ground Rent</b> <input type="checkbox"/>		<b>Amount:</b>			
	<b>Partial Conveyance?</b> <input type="checkbox"/> <b>Yes</b> <input checked="" type="checkbox"/> <b>No</b>		<b>Description/Amt. of SqFt/Acreage Transferred:</b>					
	If Partial Conveyance, List Improvements Conveyed:							
	<b>Transferred From</b>	<b>Doc. 1 - Grantor(s) Name(s)</b>			<b>Doc. 2 - Grantor(s) Names(s)</b>			
The Club at Woodmoore, Inc.								
<b>Doc. 1 Owner(s) of Record, if different from Grantor(s)</b>			<b>Doc. 2 Owner(s) of Record, if different from Grantor(s)</b>					
<b>Transferred To</b>	<b>Doc. 1 - Grantee(s) Name(s)</b>			<b>Doc. 2 - Grantee(s) Name(s)</b>				
	Concert Woodmore, LLC							
	<b>New Owner's (Grantee) Mailing Address</b>							
1 Coastal Oak, Newport Coast, CA 92627								
<b>Other Names to be Indexed</b>	<b>Doc. 1 - Additional Names to be Indexed (Optional)</b>			<b>Doc. 2-Additional Names to be Indexed (Optional)</b>				
<b>Contact/Mail Information</b>	<b>Instrument Submitted By or Contact Person</b>					<input checked="" type="checkbox"/> Return to Contact Person		
	Name: ROBIN CAVEY					<input type="checkbox"/> Hold for Pickup		
	Firm: FIDELITY NATIONAL TITLE INSURANCE COMPANY					<input checked="" type="checkbox"/> Return Address Provided		
	Address: 1 NORTH CHARLES STREET, SUITE 400							
Phone: BALTIMORE, MARYLAND 21201 - FILE NO. 12-0582-FN								
<b>Assessment Information</b>	<b>IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER</b>							
	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Will the property being conveyed be the grantee's principal residence?							
	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Does transfer include personal property? If yes, identify:							
	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Was property surveyed? If yes, attach copy of survey (if recorded, no copy required).							
	<b>Assessment Use Only - Do Not Write Below This Line</b>							
	<input type="checkbox"/> Terminal Verification		<input type="checkbox"/> Agricultural Verification		<input type="checkbox"/> Whole		<input type="checkbox"/> Part	<input type="checkbox"/> Tran. Process Verification
	Transfer Number:		Date Received:		Deed Reference:		Assigned Property No.:	
	Year	20	20	Geo.	Map	Sub	Block	
	Land			Zoning	Grid	Plat	Lot	
	Buildings			Use	Parcel	Section	Occ.Cd.	
Total			Town Cd.	Ex.St.	Ex.Cd.			
<b>REMARKS:</b>								

PRINCE GEORGE'S COUNTY CIRCUIT COURT (Land Records) MMB 34293, p. 0522, MSA CE64 34601. Date available 01/25/2013. Printed 09/11/2023.

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DECLARATION OF COVENANTS

THIS DECLARATION, made this 17th day of March, 1982, by THE WOODMORE CORPORATION, a Maryland corporation, (hereinafter called the "Declarant").

WITNESSETH THAT:

WHEREAS, the Declarant is the owner of those certain parcels of real property, (hereinafter called the "Property"), located in Prince George's County, State of Maryland, conveyed by the Maryland-National Capital Park and Planning Commission to Golfamerica Corporation of Maryland by deed dated January 16, 1979, and recorded in Liber 5050 at Folio 283 in the Land Records of Prince George's County; and

WHEREAS, the Declarant, by a plat of subdivision and street dedication approved by the Prince George's County Planning Board on July 24, 1980, and recorded in the Land Records of Prince George's County in Plat Book NLP108, Plat No. 27, dedicated a portion of the Property as a public road known as Pleasant Prospect Drive; and

WHEREAS, the Declarant has requested permission from the Department of Licenses and Permits to construct certain improvements, (hereinafter called the "Improvements"), in the right-of-way of Pleasant Prospect Drive under Permit Number 3 821-S, J.O. 82.105;

NOW, THEREFORE, in consideration of the issuance, if any, of the aforementioned Permit, the Declarant hereby declares that all of the Property and the Improvements shall be held, sold, and conveyed subject to the following easements, restrictions, and covenants, which shall run with the real property and shall be binding upon all parties having or acquiring any right, title or interest in the Property or the Improvements or any part thereof.

MAR 18 3 02 PM '82

CLERK OF THE  
CIRCUIT COURT  
WILLIAM S. FRITCHETT

LAW OFFICES  
ZANECKI & LALLY  
ONE METRO EAST  
1100 PROFESSIONAL PLACE  
LANDOVER, MARYLAND 20785  
(301) 488-8188

PRINCE GEORGE'S COUNTY CIRCUIT COURT (Land Records) NLP 5512, P. 0515, INSA\_CEF4\_5883 Date available 05/09/2006 Printed 09/04/2023

057\*\*\*\*\*12514 W 081.818

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EXHIBIT  
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The Declarant hereby agrees and covenants that the Improvements shall at no time be used or suffered to obstruct, hinder, or otherwise interfere with the flow of traffic entering, leaving, traveling upon, or otherwise using Pleasant Prospect Drive unless and until such time as all of the following events have occurred:

- 1. The Prince George's County Code has been amended to provide for the approval of subdivisions containing private rural roads; and
- 2. The Declarant has applied for and received from the Prince George's County Planning Board an abandonment of the right-of-way of Pleasant Prospect Drive; and
- 3. The Declarant has received permission, by amendment of the plats of subdivision for Pleasant Prospect, or otherwise, as permitted by the County Code as amended, to operate Pleasant Prospect Drive as a private road.

IN WITNESS WHEREOF, the Declarant has hereunto affixed its hand and seal as of the day and year first above written.

THE WOODMORE CORPORATION

Edward R. Hammett  
Witness

M. Dianne Morris  
M. Dianne Morris, Secretary

STATE OF MARYLAND )  
COUNTY OF PRINCE GEORGE'S ) to wit:

I HEREBY CERTIFY that on this 17<sup>th</sup> day of March, 1982, before me, a Notary Public in and for the State and County aforesaid, personally appeared M. Dianne Morris, who acknowledged herself to be the Secretary of THE WOODMORE CORPORATION, and that she as such Secretary, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by herself as Secretary.

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

LAW OFFICES  
ZANECKI & LALLY  
ONE METRO EAST  
8100 PROFESSIONAL PLACE  
LANDOVER, MARYLAND 20785  
(301) 459-9393

Ellen Y. McLaughlin  
Notary Public

My Commission Expires: July 1, 1982

6178 427

COVENANT

THIS DECLARATION, made this 23 day of August, 1985, by Pleasant Prospect Homeowners Association, Inc., a Maryland corporation (hereinafter called "Association").

WITNESSETH THAT

WHEREAS, the Association is the Homeowner's Association for the subdivision known as "Pleasant Prospect" under the provisions of the Declaration of Covenants, Conditions and Restrictions for said subdivision dated October 23, 1980, and recorded among the Land Records of Prince George's County, Maryland, at Liber 552 at Folio 415, and Liber 5553 at Folio 105; and

WHEREAS, by plat of subdivision and street dedication approved by the Prince George's County Planning board on July 24, 1980, and recorded in the Land Records of Prince George's County in Plat Book NLP108, Plat No. 27, a public right of way known as Pleasant Prospect Drive (hereinafter the "Right of Way"), serving the Pleasant Prospect subdivision has been dedicated to public use; and

WHEREAS, pursuant to Permit No. 3921-S issued by the Department of Public Works and Transportation of the County, a gatehouse (hereinafter called the "Improvements") has been erected within the Right of Way at the easterly intersection of

SEP 20 11 44 AM '85

CLERK OF THE  
CIRCUIT COURT  
MICHAEL I. PRITORETT

*Law Office*  
ZANECKI LALLY  
& McDONOUGH  
ONE WOOD CENTER  
BETHESDA, MARYLAND 20814  
(301) 291-2000

6178 427

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EXHIBIT  
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6178 428

Pleasant Prospect Drive and Woodmore Road; and

WHEREAS, Woodmore, Inc., former owner and developer of Pleasant Prospect subdivision, by Declaration of Covenants recorded in Liber 5512 at Folio 615 of the Land Records of Prince George's County, Maryland, covenanted that the Improvements at no time would obstruct, hinder or interfere with the flow of traffic along Pleasant Prospect Drive; and

WHEREAS, Woodmore, Inc., in connection with the grant of Permit No. 3821-S for the Improvements, posted a performance bond (the "Bond") in the amount of \$5,000.00 to insure the restoration of the Right of Way, including the removal of the Improvements; and

WHEREAS, the parties desire to provide for the maintenance of the Improvements by the Association, the assumption by the Association of liability in connection with the Improvements, and the razing and removal of the Improvements by the Association if deemed necessary by the County; and to further provide for the release of the Bond by the County.

NOW THEREFORE, in consideration of the mutual agreements and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The Association hereby agrees that the Improvements shall be maintained by the Association, its successors or assigns. The regular maintenance and repair of said Improvements shall include but not be limited to the painting, repair of stone, glass or wood materials and any other repairs

6178 429

necessary to keep the Improvements in good condition. The Association also agrees that the Improvements shall be maintained in a safe manner, keeping them free from trash, and any doors to said Improvements, shall either be bolted open or bolted closed depending upon an assessment of the safest method of securing said Improvements. The Association further agrees to maintain the property surrounding the Improvements in an orderly and neat manner and to provide periodic inspection of the Improvements on a semi-annual basis by personnel designed by the Association.

2. The Association covenants and agrees to indemnify and hold harmless the County from any liability or responsibility for damages to any personal injury or injuries, death(s), damages, or losses to any person(s) or property that may be suffered or sustained by any person or persons in and about the Improvements or any part thereof, arising solely from the Association's failure to keep or cause to be kept the Demised Premises in good condition and repair.

3. The Association shall raze and remove the Improvements from the Right of Way and restore the Right of Way to its condition prior to construction of the Improvements, within thirty (30) days after written notice from the county directing the Association to do so. The County agrees that it will not require removal of the Improvements unless it has determined, in its good faith discretion, that removal is necessary or desirable in the interest of public safety or welfare.

6178 430

4. Failure by the Association to remove said structure within the allotted time, the County may undertake the removal and bill the Association for all costs including any attorney fees. Failure by the Association to pay said bills within ninety (90) days shall cause a tax lien to be placed against said property. The amount due the County including all administrative and overhead costs, shall be collected in the same manner as the County tax for real property.

5. The county hereby releases the irrevocable letter of credit, and shall, within thirty (30) days from the date of the execution hereof, prepare and execute all other documents necessary to effectuate such release.

6. The covenants and agreements contained herein shall be binding upon and inure to the benefit of the parties' respective successors and assigns, and shall constitute covenants running with the land.

IN WITNESS WHEREOF, the Association has hereunto affixed its hand and seal as of the day and year first above written.

PLEASANT PROSPECT HOMEOWNERS  
ASSOCIATION

By: *Judith O'Neil*, its *President*

WITNESS: *Joan Huelgesser*

6178 431

*District of Columbia*  
~~State of Maryland~~  
~~County of Prince George's, ss:~~

On this 30 day of August, 1985, before me, a notary public in and for the jurisdiction aforesaid, personally appeared Franklin D. Coburn, and being authorized to do so, executed the foregoing instrument for the purposes therein contained.

*Catherine M. Trevithick*  
Notary Public, ~~Maryland~~ D.C.



My commission expires: ~~7/31/86~~

CATHERINE M. TREVITHICK  
Notary Public  
My Commission Expires August 31, 1985

**PLEASANT PROSPECT ROAD AND GATEHOUSE AGREEMENT**

THIS PLEASANT PROSPECT ROAD AND GATEHOUSE AGREEMENT (the "Agreement") is executed this 9<sup>th</sup> day of Dec. 1994, by and between the Pleasant Prospect Homeowner's Association, Inc. (the "Association"), a Maryland Corporation, and Prince George's County, Maryland, a body corporate and politic (the "County").

WITNESS:

WHEREAS, on December 10, 1980 plats of subdivision were recorded in and among the Land Records of Prince George's County, Maryland in Plat Book 108 at pages 25-27 known as "Woodmore", dedicating to the public the street known as "Pleasant Prospect"; and

CLERK OF THE CIRCUIT COURT  
Dec 21 2 01 PM '94

WHEREAS, on or about June 16, 1989, the Pleasant Prospect Homeowner's Association did submit to the Urban Design Staff of the Maryland-National Capital Park and Planning Commission (MNCPPC) an amendment to the General Concept Plan for the Woodmore Recreational Community Development ("Woodmore") showing certain fences, gates and a gatehouse, the locations of which facilities are more particularly set forth on the plat attached hereto as Exhibit A, and the design of which facilities is more particularly described in the plans and specifications attached hereto as Exhibit B (the "Security Facilities"); and

\*

WHEREAS, some or all of the Security Facilities are to be located within the right of way of Pleasant Prospect and the Association is willing (1) to indemnify the County from any liability resulting from the Security Facilities being located within the right of way and (2) to maintain the Security Facilities and bear most of the responsibility for maintaining the right of way including the road; and

Approved  
Administrative Review  
Committee 12/21/94  
Doherty

WHEREAS, the Association and the County believe that the Security Facilities will enhance the community and the general health, welfare and safety of the citizens of Prince George's County.

NOW THEREFORE, in consideration of the recitals set forth above, the mutual promises set forth below, and

tabbles  
EXHIBIT  
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other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree to the following terms and conditions.

I. Rights and Use. The Pleasant Prospect right of way has been dedicated to public use. Upon the County's determination that the road within such right of way has been constructed in accordance with all applicable Prince George's County standards, or Prince George's County has called the surety bonds posted for the construction of Pleasant Prospect and has used those funds to improve Pleasant Prospect, the County shall accept Pleasant Prospect as a County road, subject to the right and obligation of the Association, its successors and assigns to construct, install, use, operate, inspect, maintain, repair and replace the Security Facilities in substantially the locations designated therefor on the plat attached hereto as Exhibit A.

II. Construction of Security Facilities. The Association shall be permitted to construct the Security Facilities in accordance with the plans and specifications set forth in Exhibit B attached hereto and made a part hereof, upon approval of detailed plans, issuance of a permit, posting of bond, and payment of fees as hereinafter provided, in accordance with Subtitle 23 of the County Code for all work which is not covered by permits heretofore issued by the County.

III. Operation and Maintenance of Security Facilities. The Association shall be responsible for the operation, inspection, maintenance, repair and replacement of the Security Facilities and the signs described in Paragraph V hereof. The maintenance and repair of said Security Facilities shall include maintenance of the exterior and interior of the gatehouse, painting of the exterior of the gatehouse, repair of the fence, gatehouse and gates, maintenance of any mechanical gate system in proper working order and maintenance of proper lighting at both entrances from Woodmore Road onto Pleasant Prospect.

IV. Performance Bond. The Association shall set aside a performance bond issued on behalf of the County in an amount of \$5,000.00 which shall be posted with the County to insure the proper inspection, maintenance, repair and replacement of the Security Facilities. Should the Association fail to perform any of the covenants set forth in Paragraph III hereof, and such failure remains uncorrected thirty (30) days after the County gives the Association written notice of such failure, which notice shall describe the failure and specify the actions required



to correct such failure, the County may execute on the bond and perform the work which the Association failed to perform. If the performance bond does not cover the aforementioned cost, the County shall have the right to demand additional funds in accordance with Paragraph VIII of this Agreement from the Association.

V. Public Access. The Association shall not deny to any vehicle access to Pleasant Prospect. The gates at the Western entrance of Pleasant Prospect shall remain open and shall provide free and easy access to the public for their use of Pleasant Prospect. The Association shall post signs at the locations designated therefor on Exhibit A indicating that access from Woodmore Road to Pleasant Prospect can only be made at the Western entrance and that the Eastern entrance shall be accessible only by electronic card, and the Association shall post "Controlled access-no thru traffic without card" and "No thru traffic" signs at the locations designated on Exhibit A.

VI. Maintenance of the Road. The Association shall be responsible for removing snow and ice from, and conducting routine patching of, the road within the Pleasant Prospect right of way, and shall keep the road and the remainder of the right of way free of trash and other debris. In addition, the Association shall provide regular maintenance normally provided by the County including but not limited to pruning of trees and mowing of grass in the right of way, maintaining and repairing all storm and drainage structures and keeping said structures free and clear of all debris. The County shall provide for the periodic resurfacing of Pleasant Prospect pursuant to the normal County maintenance schedule.

VII. Exculpation and Indemnity. The County shall not be liable to the Association or its employees, servants, agents, contractors, licensees, invitees, trespassers, or any person whatsoever for any loss, injury, damage or impairment which may occur to the person or property of any of them while on or about the Security Facilities, the road and associated system including but not limited to the road, shoulders, and storm drain system covered by this agreement and maintained by the Association. The Association shall indemnify, hold harmless and defend the County against and from any and all claims and suits for, and any and all liability, loss or expense arising from, damage to or loss of any property and injury to or death of any persons, if said damage, loss, injury, or death shall arise in any manner, directly or indirectly, out of, incidental to or in connection with the ownership, construction, operation, use, inspection, maintenance, repair, replacement or existence of the

Security Facilities. The Association shall, at its sole cost and expense, procure and deliver to the County and thereafter maintain in effect for the duration of this Agreement, public liability insurance, as well as contractual liability insurance covering all liabilities assumed by the Association hereunder. Said insurance shall be in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) combined single limit, and shall contain a waiver of subrogation against the County, and said insurance shall be with such company and in such form as shall be reasonably acceptable to the County. Said insurance shall be endorsed to provide that the County will be notified in writing by the insurance carrier at least thirty (30) days in advance of cancellation or any modification of the coverages provided thereunder. The providing of such insurance shall not be deemed a limitation on the liability of the Association as provided herein, but shall be additional security therefor.

VIII. Default. The County shall have the right to monitor and inspect the maintenance performed by the Association and its agents in carrying out this Agreement. Should the County determine that the Association has not fulfilled its obligations in a proper and safe manner, the County shall (i) provide written notice detailing any deficiency in maintenance and (ii) provide a reasonable date certain for the correction of said deficiency. Should the Association fail to correct a deficiency, the County may, upon thirty (30) days notice and without the corrections having been performed, declare that the Association is in default of this Agreement and may declare this agreement to be terminated for cause. The County may at its option, correct the deficiency and may use any of its remedies in law or in equity to demand and secure payment for correction of the deficiency from the Association for the related costs.

IX. Miscellaneous. As used herein, each gender shall include all other genders, and the singular shall include the plural, and vice versa. The headings set forth at the beginning of each paragraph hereof are provided for convenience of reference only, and shall not be construed to limit or expand or otherwise affect the interpretation of any provision of this Agreement. If any provision of this Agreement or the application thereof to any person or circumstance shall be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid or enforceable to the fullest extent permitted by law. This Agreement shall be governed in all respects by the laws of Maryland. This Agreement shall run with the

land and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

WITNESS, the signatures of the parties on this 9<sup>th</sup> day of Dec, 1994.

WITNESS: PLEASANT PROSPECT HOMEOWNERS ASSOCIATION, INC.

Loretta D. Frye

By: Jule Grandonico  
Jule Grandonico, President

WITNESS: PRINCE GEORGE'S COUNTY, MARYLAND

Virginia Stallings

By: ALVIN J. NICHOLS

STATE OF MARYLAND )  
OF ) , to wit:

On this 9 day of April, 1990, before me, the undersigned officer, personally appeared Jule Grandonico, who acknowledged himself to be the President of the Pleasant Prospect Homeowner's Association, Inc., a Maryland corporation, and that he, as such President, being duly authorized to do so, 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 notarial seal



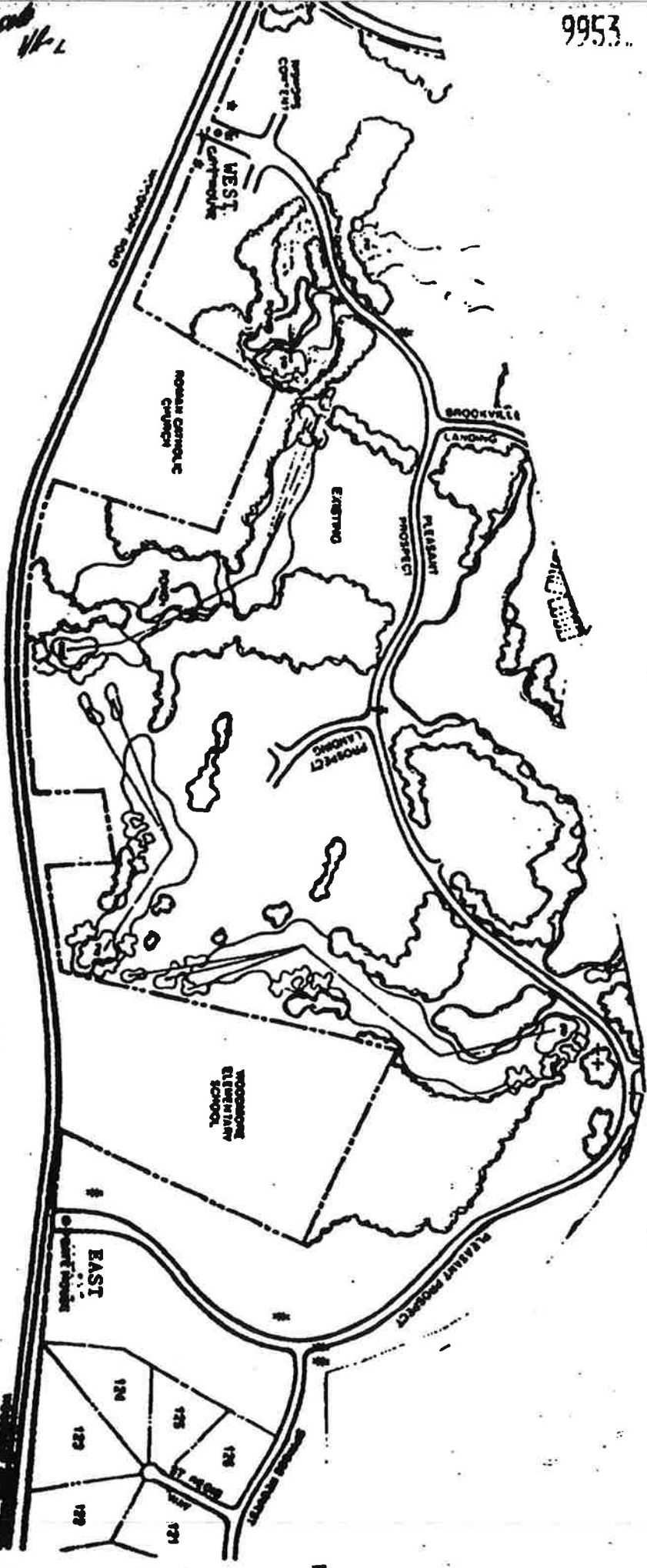
J.W. Andersen  
Notary Public

My Commission Expires:  
My Commission Expires July 1, 1990

STATE OF MARYLAND )

- Sign Messages**
- \* = Do Not Enter Controlled Access
  - # = Not a Thru Street Controlled Access
  - ± = Card Controlled Access
  - + = Use West Gate Entrance

**EXHIBIT A**



East = East Gate Entrance  
Card Controlled Access

West = West Gate Entrance  
Manned by Guard

1/2

ITE  
102K  
C2

9953.130

PHASE 2

26' 4"

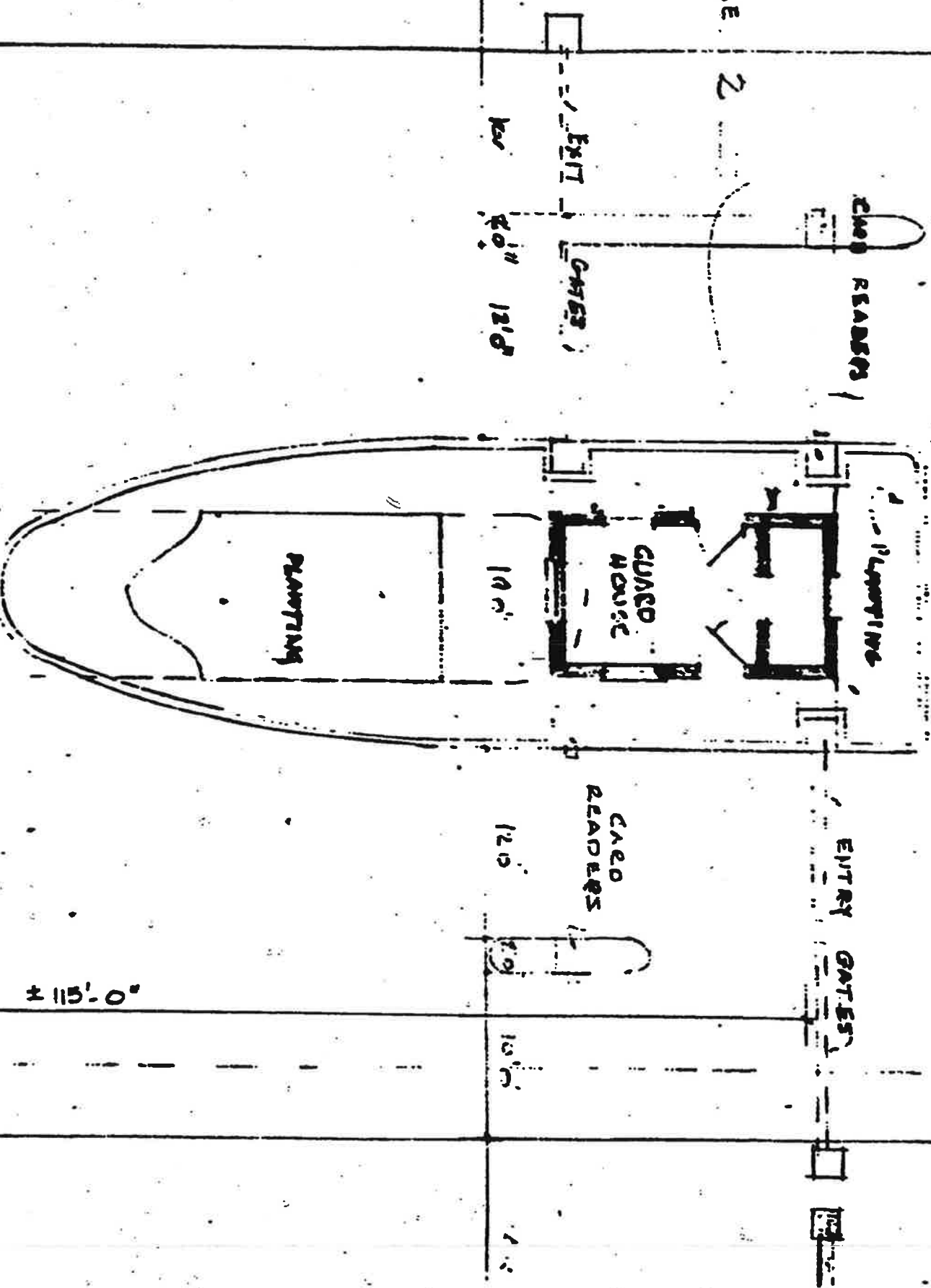
24' 0"

EXHIBIT D-1  
West Entrance

1' 0" 10' 0" 4' 6"

24' 0"

4' 0" 4' 0"

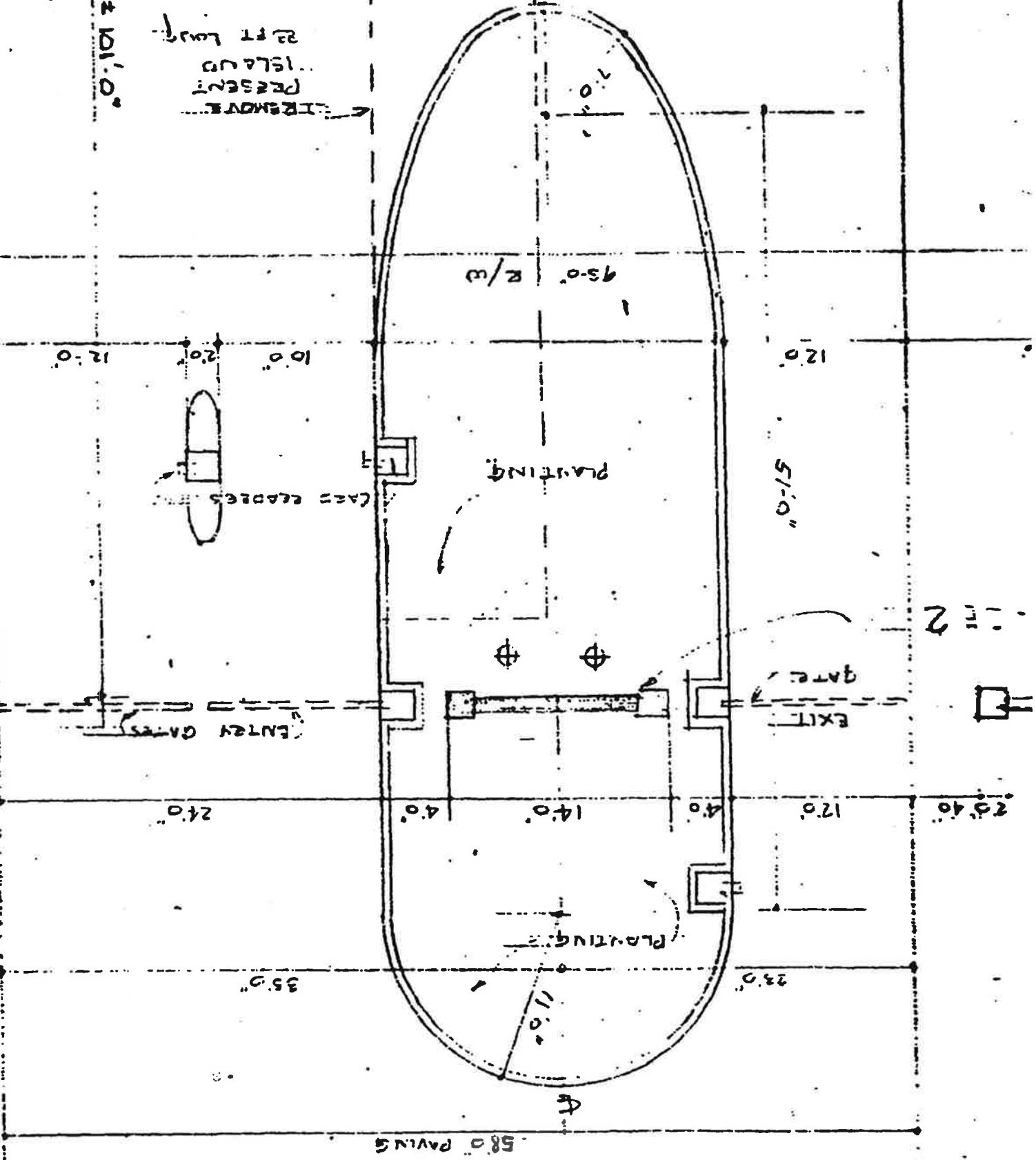


9/1/05

WOODPOINT 171 0057

7'-10 1/2"

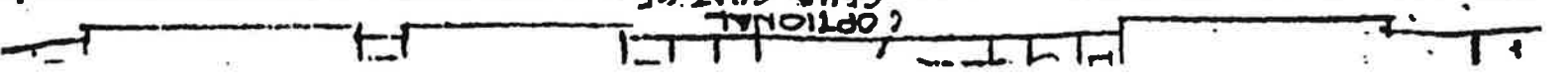
REMOVE  
PRESERVE  
ISLAND  
22 FT LONG



58.0 PAVING

Exhibit B-2  
East Gate

OPTIONAL  
CLUB COURT OF  
DAMS

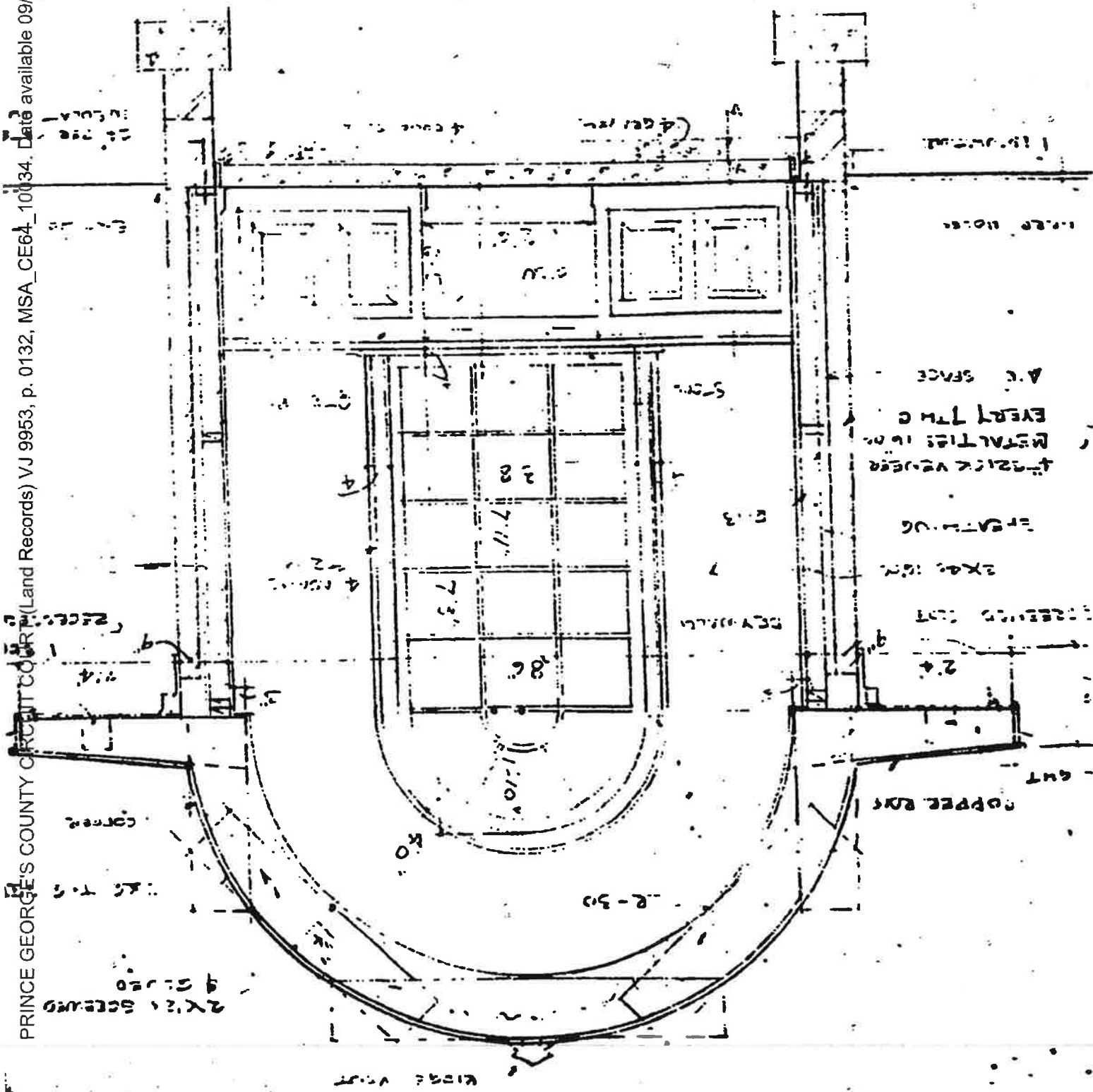


11/11

Exhibit B-3  
Guardhouse Detailing

SECTION  
1/2" = 1'-0"

PRINCE GEORGE'S COUNTY CIRCUIT COURT (Land Records) VJ 9953, p. 0132, MSA\_CE64\_10034. Date available 09/16/2005. Printed 07/31/2014.



9953 133 3.2

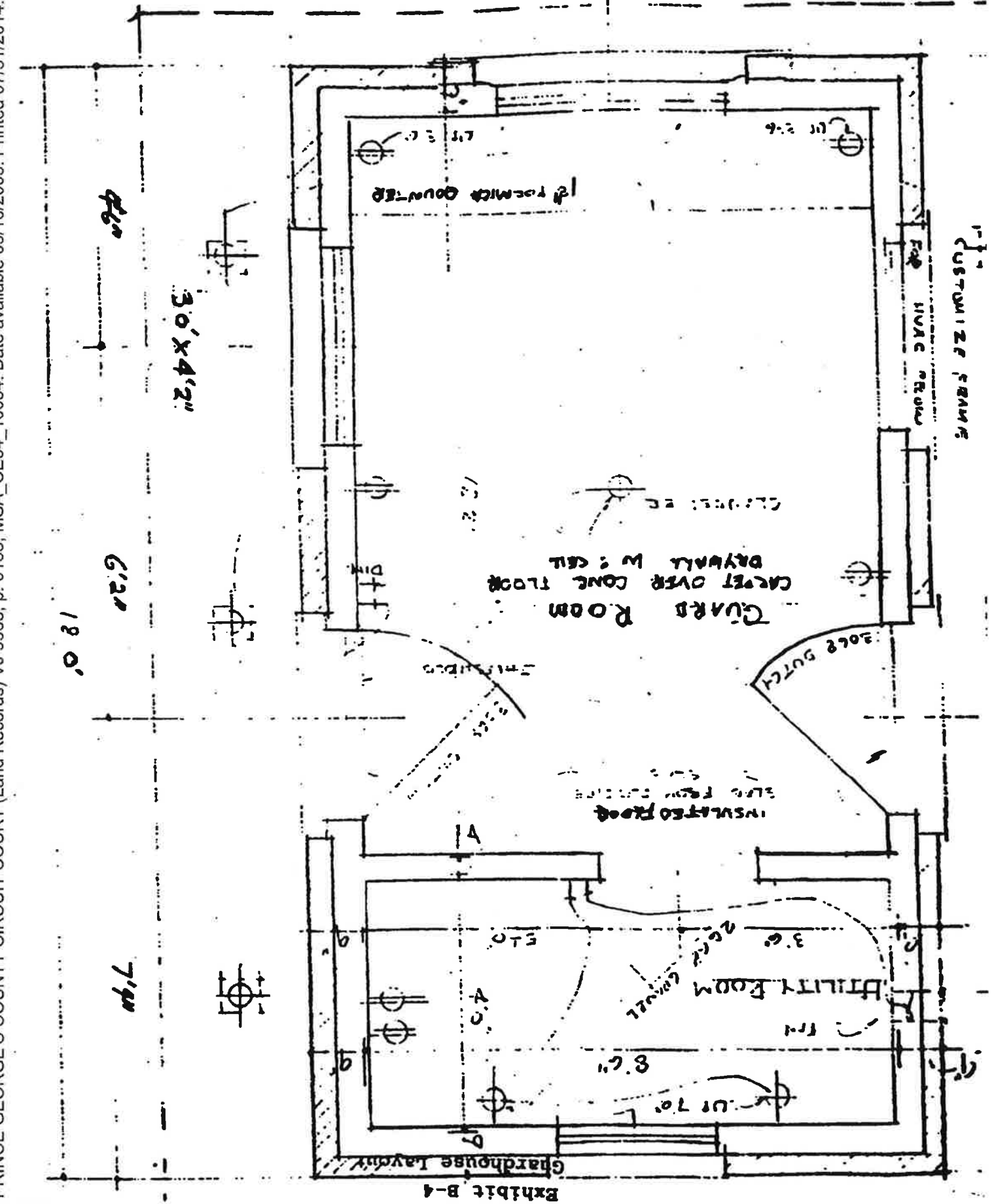


Exhibit B-4



RECEIVED  
7/28/17

**SETTLEMENT AGREEMENT**

**THIS SETTLEMENT AGREEMENT** (this "Agreement"), dated April 19, 2017, is entered into by and between **Pleasant Prospect Homeowners Association, Inc. ("PPHOA")**, party of the first part, and **Concert Woodmore, LLC ("Concert Woodmore")**, **Concert Woodmore Bevco, LLC ("Concert Bevco")**, **Concert Golf Management, LLC ("Concert Golf Management")** and **Concert Golf Partners, LLC ("Concert Golf Partners")** (collectively known as the "**Concert Parties**"), parties of the second part. (Throughout this Agreement, PPHOA and the Concert Defendants shall collectively be known as the "**Parties.**")

**WHEREAS**, PPHOA is a homeowners association that governs the Pleasant Prospect residential subdivision in Mitchellville, Prince George's County, Maryland, which subdivision is commonly referred to as "Woodmore" (the "**Community**"); and

**WHEREAS**, Concert Woodmore owns real property situated in the Community upon which a country club, "The Country Club at Woodmore" (the "**Club**"), is located. The Club consists of a golf course, tennis courts, a clubhouse with a pro shop, and a bar and restaurant; and

**WHEREAS**, on May 7, 2015, PPHOA filed a Complaint against the Concert Parties and The Country Club at Woodmore, Inc. in the Circuit Court for Prince George's County, Maryland in a matter styled as *Pleasant Prospect Homeowners Association, Inc. v. Concert Woodmore, LLC, et al.*, Case No. CAL15-09110 (the "**Civil Action**"); and

**WHEREAS**, PPHOA alleged in the Civil Action that the Concert Parties: violated various provisions of the Commercial Law and Corporations & Associations Articles of the Annotated Code of Maryland; had liability extending from judgments entered in prior litigation involving the PPHOA and the Club; were obligated to contribute to certain costs and expenses incurred by Plaintiff under theories of quantum meruit and unjust enrichment; tortiously interfered with economic relations, engaged in a civil conspiracy; and breached covenants contained in certain declarations recorded in the land records for Prince George's County, Maryland and

**WHEREAS**, the alleged statutory violations were dismissed by the Circuit Court; and

**WHEREAS**, the Concert Parties deny any and all liability as to all other claims asserted in the Civil Action; and

**WHEREAS**, PPHOA and the Concert Parties by means of this Agreement wish to settle and resolve the all claims and disagreements between them, including but not limited to those claims asserted in the Civil Action;

**NOW, THEREFORE**, in consideration of the promises and of the covenants, agreements and releases contained herein, receipt of which is hereby acknowledged, PPHOA and the Concert Parties hereby agree to the following terms:



1. **Recitals:** The above recitals are true and correct and are incorporated herein by this reference and made a part hereof.

2. **Effective Date:** This effective date of this Agreement is June 1, 2017.

3. **Membership Payments:** The Parties recognize that it is in each of their respective interests to promote and incentivize Community residents and PPHOA members to become members of the Club and take advantage of the opportunities and amenities relating thereto. Likewise, the Parties recognize that it is in each of their respective interests to promote Club participation and involvement in Community events. In furtherance of these mutual interests, the Parties agree to cooperate with one another to promote increased membership by Community residents in the Club, as well as Club participation in Community events and activities.

Upon meeting a minimum threshold of fifty (50) social Community-resident memberships (not by an existing Community-resident golf member at the time of this Agreement downgrading to the social category), Concert Woodmore will pay PPHOA the sum of Five Thousand Dollars (\$5,000.00) per annum. For each additional social Community-resident membership above 50, Concert Woodmore will pay PPHOA the additional sum of One Hundred Dollars (\$100.00) per membership, per annum.

The 50-membership minimum threshold will be verified on the first day of each month beginning with the effective date of the Agreement. To the extent there are any months when the 50-membership minimum is not met, Concert Woodmore's annual payment obligation will be reduced by one-twelfth (1/12). For the year 2017, Concert Woodmore's payment obligations under this Agreement shall be calculated pro-rata based upon the seven months commencing with the effective date of June 1, 2017 (i.e., if PPHOA meets the 50-membership minimum for each of the seven months between June 1 and December 1, 2017, Concert Woodmore's payment obligation will be  $\$5,000 \times 7/12$  for the first 50 qualifying memberships, i.e. \$2,917.00.

4. **Modification of Certain Memberships:** For Community residents only, once the 50-membership threshold described in paragraph 3 above is achieved, the following changes will apply to Club memberships: i) social memberships – the fee for social memberships will be reduced from \$165.00 to \$135.00, the initiation fee will be waived, and the food/beverage monthly minimum will be waived; ii) golf memberships – golf memberships will receive a 50% discount on initiation fees.

Except as otherwise provided herein, all other terms and conditions of membership shall remain in effect.

5. **Gate Passes:** Gate passes allowing access at both gate entrances to the Woodmore community will be made available to all Club members at each member's sole option and expense. The use of any pass may be subject to the control of the Concert Parties and/or the Club.

6. **Community Events:** The Concert Parties agree that during each year this Agreement is in effect that they will host and provide food for PPHOA's Community Day and Holiday Party, with the Concert Parties' contribution toward the cost of food capped at \$5,000.00 for the Community Day and \$2,000 for the Holiday Party. In addition, the Club agrees to host on a complimentary basis (room and water set-ups provided free of charge) PPHOA's monthly meetings and up to five (5) PPHOA Committee Meetings per annum, provided that none of these events conflict with other matters booked at the Club.

7. **Term of Agreement:** The term of this Agreement shall be five (5) years commencing on the effective date. The term of this Agreement may be extended for additional terms of five (5) years if consented to by all Parties in writing.

8. **General Release of the Concert Parties by PPHOA:** PPHOA hereby expressly releases, acquits, and forever discharges the Concert Parties and any of the Concert Parties' employees, owners, interest holders, successors, agents, servants, associates, attorneys, insurers, predecessors, assigns, representatives, administrators, and legal representatives, from any and all claims, causes of action (in law or equity), suits, actions, debts, liens, contracts, agreements, promises, liabilities, demands, damages, losses, costs, or expenses of any nature whatsoever (known or unknown, suspected or unsuspected, fixed or contingent), including any claims for indemnification, contribution, attorney fees or costs, which PPHOA has had, now has, or hereinafter may have against the Concert Parties, including but not limited to any claims or causes of action related to or arising out of the Civil Action, the Declarations that are the subject of the Civil Action, and the liquor license currently held by Concert Woodmore Bevco. *Notwithstanding the foregoing, this release and waiver shall exclude any claims relating to the duties and obligations created under this Agreement.*

9. **No Admission of Liability or Wrongdoing:** PPHOA and the Concert Parties agree that neither this Agreement nor any negotiations nor proceedings connected with this Agreement shall be considered, offered, received as or deemed to be evidence of an admission on the part of any Party hereto of any fact, allegation, claim, statement, culpability, liability or wrongdoing whatsoever.

10. **Dismissal of Civil Action:** Upon execution of this Agreement by all Parties, PPHOA will dismiss the Civil Action, with prejudice.

11. **Non-Disparagement:** Neither PPHOA nor the Concert Parties shall disparage each other, orally or in writing, through any electronic publication, on any social media platform, etc., without limitation, during the term of this Agreement. If any disparaging statements of any nature are made by a Party to this Agreement, the Party(ies) against whom the disparaging statements were made or published shall be entitled to terminate this Agreement by providing notice of such termination in writing to the disparaging Party.

12. **Dispute Resolution:** To the extent any dispute of any nature arises between PPHOA (or any employee, representative, board member, director, agent, etc., thereof) and any of the Concert Parties, whether arising under this Agreement or otherwise, the Parties agree to the following dispute resolution procedures:

- a. **First** – The aggrieved Party shall bring the grievance to PPHOA or Concert Woodmore’s general manager in an effort to identify the specific nature of the dispute and resolve the matter informally;
- b. **Second** – If the informal resolution is unsuccessful, the Parties agree to participate in non-binding mediation with a retired judge from the Seventh Judicial Circuit of Maryland;
- c. **Third** – If mediation is unsuccessful, the Parties agree to submit all disputes to binding arbitration through JAMS, the McCammon Group, the Platt Group, or another organization mutually agreed upon by the Parties in writing.

In the event that any dispute arises between the Parties, whether under this Agreement or otherwise, the Parties agree that the costs of mediation and arbitration shall be equally divided between PPHOA and the Concert Parties which are the subject of the dispute. The Parties also agree that each Party shall pay its own fees and costs, including attorneys’ fees.

**13. Disputes Arising After Expiration of Term:** If the term of this Agreement expires and the Parties cannot agree to continue the Agreement or cannot reach an agreement on mutually agreeable terms, a Party may submit such dispute pursuant to the dispute resolution provisions contained herein.

**14. Voluntary Agreement:** The Parties mutually agree that in entering into this Agreement each party has freely and voluntarily done so with the full knowledge of the value and character of all of the terms and conditions herein and without any misrepresentation, fraud, duress, or coercion on the part of the other for the purpose and with the intent of fully settling and determining all disputes between them, including but not limited to those raised in the Civil Action.

**15. Entire Agreement; Modification:** This Agreement constitutes the full agreement of the Parties and may not be altered, modified or changed orally, but only by an agreement in writing signed by the Party against whom enforcement of any such modification or change is or may be sought.

**16. Warranty of Capacity to Execute Settlement Agreement:** The Parties represent and warrant that no other person or entity has, or has had, any interest in the claims, demands, obligations, or causes of action referred to in this Agreement, except as otherwise set forth herein; that the Parties have the sole right and exclusive authority to execute this Agreement; and that the Parties have not sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, demands, obligations or causes of action referred to in this Agreement.

**17. Representative Capacity:** Each person signing this Agreement on behalf of a party personally warrants to all other parties that such person is fully authorized to execute this Agreement on behalf of such represented party and such execution is fully binding on such party.

**18. Construction of Agreement:** This Agreement shall be considered to have been prepared jointly by PPHOA and the Concert Parties with the assistance of counsel, and in any

disputes in connection with this Agreement, this Agreement shall not be construed against any party based on authorship.

19. **Severability**: If any portion of this Agreement is deemed void or unenforceable for any reason, the unenforceable portion shall be deemed severed from the remaining portions of this Agreement, which shall otherwise remain in full force and effect. The Parties acknowledge that in executing this Agreement they do not rely and have not relied upon any representation or statement not set forth herein with regard to the subject matter, basis or effect of this Agreement.

20. **Successors and Assigns**: This Agreement shall be binding upon and inure to the benefit of the respective successors, heirs, permitted assigns, administrators, executors and legal representatives of the Parties.

21. **Governing Law**: This Agreement shall be governed by the laws of the State of Maryland.

22. **Final Agreement – Each Party Represented**: This Agreement contains the final and entire understanding of the Parties. There are no representations, terms, conditions, statements, warranties, promises, covenants or understandings, oral or written, other than those expressly set forth herein. During the pendency of the Civil Action, and during the negotiation and preparation of this Agreement, PPHOA was represented by Gerard T. McDonough, Esq. and The Roberts Law Group, PLLC, and the Concert Parties were represented by Joseph A. Compofelice, Jr., Esq. and MarcusBonsib, LLC.

23. **Counterparts**: This Agreement may be signed in counterparts, each of which shall be enforceable against the party executing and delivering the same, and all of which shall constitute a single and enforceable agreement.

**IN WITNESS WHEREOF**, the Parties hereto, intending to be legally bound and by their respective signatures below, acknowledge that there exist no other promises, representations or agreements relating to this Agreement, except as specifically set forth herein, and that the Parties knowingly and voluntarily enter into this Agreement with a full understanding of its contents.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**

**[SIGNATURES TO APPEAR ON FOLLOWING PAGE]**

**CONCERT WOODMORE, LLC**

\_\_\_\_\_  
By:  
Its:

**PLEASANT PROSPECT  
HOMEOWNERS ASSOCIATION, INC.**

*Robert L. Davis*  
\_\_\_\_\_  
By: PPHOA President  
Its:

**CONCERT WOODMORE BEVCO, LLC**

\_\_\_\_\_  
By:  
Its:

**CONCERT WOODMORE BEVCO, LLC**

\_\_\_\_\_  
By:  
Its:

**CONCERT GOLF MANAGEMENT, LLC**

\_\_\_\_\_  
By:  
Its:

**CONCERT GOLF PARTNERS, LLC**

\_\_\_\_\_  
By:  
Its:

**CONCERT WOODMORE, LLC**



By: PETER J. NANULA  
Its: MANAGING MEMBER

**PLEASANT PROSPECT  
HOMEOWNERS ASSOCIATION, INC.**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**CONCERT WOODMORE BEVCO, LLC**



By: PETER J. NANULA  
Its: MANAGING MEMBER

**CONCERT WOODMORE BEVCO, LLC**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**CONCERT GOLF MANAGEMENT, LLC**



By: PETER J. NANULA  
Its: MANAGING MEMBER

**CONCERT GOLF PARTNERS, LLC**



By: PETER J. NANULA  
Its: MANAGING MEMBER