

IN THE CIRCUIT COURT FOR PRINCE GEORGE'S COUNTY, MARYLAND

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

RS

Plaintiff, *

v. *
*

PLEASANT PROSPECT *
HOMEOWNERS ASSOCIATION, INC. *
9420 Annapolis Road, #105 *
Lanham, Maryland 20706 *

Serve on Resident Agent: *
Sara Arthur *
2448 Holly Ave, Ste 303 *
Annapolis, MD 21401 *

Case No. C-16-CV-23-004228

Defendant, *
*

* * * * *

**COMPLAINT FOR TEMPORARY RESTRAINING ORDER, PRELIMINARY
INJUNCTIVE RELIEF, AND PERMANENT INJUNCTIVE RELIEF**

NOW COMES the Plaintiff, Concert Woodmore, LLC (hereafter “Country Club” or “Concert Woodmore”), by and through its attorneys, Jeffrey A. Kahntroff and Matthew D. Skipper of Skipper Law, LLC, and file this Complaint against Defendant Pleasant Prospect Homeowners Association, Inc., and in support thereof respectfully states as follows:

PARTIES

1. Plaintiff Concert Woodmore, LLC d/b/a The Country Club at Woodmore (“Country Club” or “Concert Woodmore”) is a limited liability company registered to do business in Maryland (State Department of Assessments and Taxation ID Number Z14972228) and with its principal office at 615 South Dupont Highway, Dover Delaware, 199901. Concert Woodmore

owns property in Prince George's County, Maryland upon which The Country Club at Woodmore is situated, and it likewise operates said country club.

2. Defendant Pleasant Prospect Homeowners Association, Inc. (the "HOA") is a homeowners association under the Maryland Homeowners Association Act (codified at Maryland Code Ann., Real Prop., §§ 11B-101 *et seq.*). The HOA is also a corporation formed under the laws of the State of Maryland (State Department of Assessments and Taxation ID Number D01293257) and with its principal office at 9420 Annapolis Road, #105, Lanham, Maryland. It consists wholly of property within Prince George's County, Maryland.

VENUE AND JURISDICTION

3. Venue is proper in this county as the dispute concerns owners of real property in Prince George's County and a dispute over real property in Prince George's County.

4. This Court has jurisdiction to hear this matter because it seeks equitable relief.

5. This Court has personal jurisdiction over the parties as owners of real property within Prince George's County.

6. Thus, the Circuit Court for Prince George's County is both the proper venue and has jurisdiction over this matter.

FACTS COMMON TO ALL COUNTS

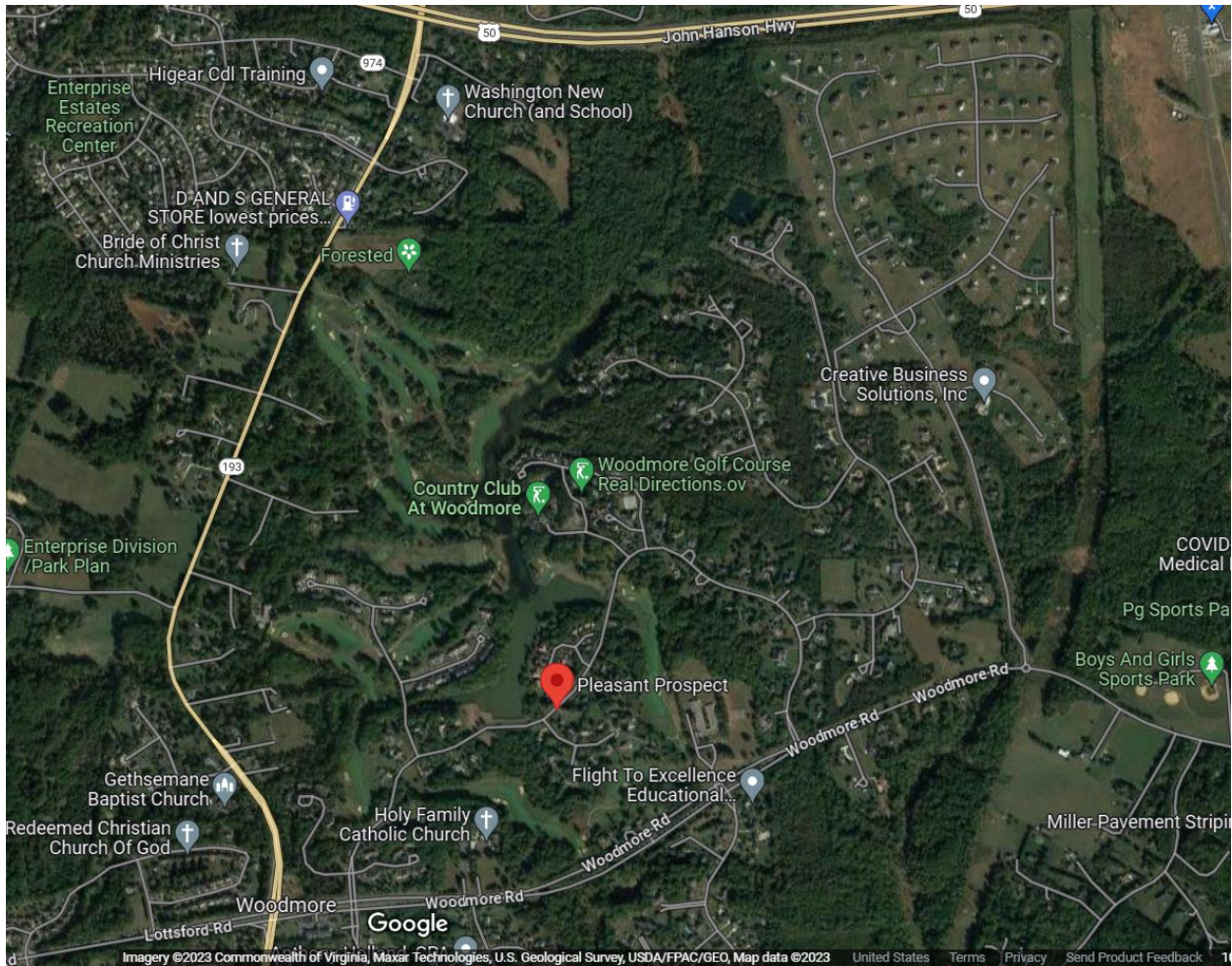
7. Plaintiff hereby adopts and incorporates the allegations contained in all other paragraphs as if fully restated herein.

Background of Pleasant Prospect Subdivision

8. On July 24, 1980, a plat was approved for the Pleasant Prospect Subdivision by Prince George's County. Prince George's County Plat Book Number 108, Pages 25-27, attached as **Exhibit 1**.

9. As reflected in the plat, part of Prince George’s County’s approval of the Pleasant Prospect subdivision included dedicating Pleasant Prospect Drive (now known as Pleasant Prospect Road) to public use. *Id.*

10. Pleasant Prospect Road (through both a western and eastern access point on Woodmore Road) is and was the sole means of access to this Pleasant Prospect subdivision, as reflected in the following Google satellite image:



11. The inclusion in the subdivision allowed county approval of the subdivision, which would not have met the density requirements without it.

12. Subsequent to Prince George’s 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., which land subsequently was acquired by Plaintiff Concert Woodmore in 2013 by means of a deed in lieu of foreclosure agreement. Prince George's County Department of Land Records, Book 5393, Page 620, *et seq*, **Exhibit 2**.

13. Plaintiff 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, Page 516, *et seq*. **Exhibit 3**.

14. Also within the subdivision is the Defendant HOA, known as Pleasant Prospect Homeowners Association, Inc.

Background of Pleasant Prospect Road

15. Pleasant Prospect Road served and serves as the sole means of access for both the Defendant HOA and Plaintiff country club.

16. In 1982, the developer of the Pleasant Prospect subdivision sought to erect a gate upon Pleasant Prospect Road, which had already been dedicated to public use as required for approval of the subdivision.

17. Prince George's County placed a variety of restrictions and conditions upon the developer's installation of the gate in a 1982 covenant to ensure that public access continued to be free through this public right of way. **Exhibit 4**, Prince George's County Department of Land Records at Book 5512, Page 616 *et seq*..

18. The covenant 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*.

19. In a 1985 covenant, further restrictions were placed upon what the HOA was permitted to do with the gatehouse. **Exhibit 5**, Prince George's County Department of Land

Records at Book 6178, Page 427 *et seq.*

20. This 1985 covenant mandated that the HOA would bear maintenance responsibility for the gatehouse. *Id.*

21. Further, it provided that the gatehouse was required to be razed and removed if Prince George's County determined "in its good faith discretion, that removal is necessary or desirable in the interest of public safety or welfare." *Id.*

22. In 1994, yet another document was recorded in the Prince George's County Department of Land Records concerning the gatehouse and security facilities. **Exhibit 6**, Book 9953, Page 124 *et seq.*

23. This 1994 document was entitled "Pleasant Prospect Road and Gatehouse Agreement" (the "Gatehouse Agreement") and provided in part the following:

- a. Prince George's County would accept the public right of way as a county road upon certain conditions (which, upon information and belief, have now occurred)¹;
- b. The HOA would be responsible for the maintenance of the gatehouse;
- c. "The gates at the Western entrance of Pleasant Prospect **shall remain open** and shall provide **free and easy** access to the public." (emphasis added).

24. From April 2017 through Labor Day 2023, the HOA did not interfere with the Country Club traffic having easy gate card access through the purchase of gate cards from the HOA's vendor and payment of a one-time activation fee of \$35 per card, and thus the Country Club levied no challenges to the HOA's practices.

25. Specifically, the Country Club purchased gate cards that permitted Country Club

¹ Whether the road became a county road or a road dedicated to public use, it will be referred to herein as a public road for ease of reference.

members and staff to drive easily through the gates at the Eastern and Western Entrances, with the HOA covering the cost of maintenance, as required.

2015 Lawsuit Between the Parties

26. For years, the Defendant HOA has attempted to keep non-Woodmore HOA residents off of Pleasant Prospect Road and out of the Country Club. The HOA's efforts have proved harmful to the Country Club's business, as Woodmore HOA homeowners comprise only a small fraction of the Country Club's membership. Absent non-Woodmore HOA members, the Country Club would go out of business (as did its predecessor).

27. In 2015, the Defendant HOA sued Plaintiff Country Club and related entities on the basis of unjust enrichment and *quantum meruit*, alleging that the Country Club did not contribute enough to the betterment of the community, including the security facility.

28. Plaintiff and Defendant (and others) resolved that lawsuit through a 2017 written settlement agreement, which set forth the mutual obligations and benefits that each was to receive from the other. **Exhibit 7.**

29. That settlement agreement provided the Defendant HOA a number of benefits, such as a reduced country club fee for its members, elimination of initiation fees and food and beverage minimums for social members, and a payment from Plaintiff to Defendant HOA based on the number of HOA members who joined the Country Club.

30. Importantly, that agreement memorialized that the Defendant HOA would provide Country Club members gate cards permitting access at both gate entrances, such cards to be subject to the Club's control. **Exhibit 7 at Sec. 5.**

31. The Country Club performed its contractual obligations, including purchasing approximately 400 gate cards (at a cost of \$5.73 per card plus a one-time activation fee of \$35 per

card), which cards its members and employees have been using without issue since 2017. **Exhibit 8.**

Impetus for the Retaliatory Gate Restriction

32. In 2023, the Country Club adopted a new measure to address staff retention issues.

33. Specifically, the Country Club's structure of charging an ala carte dining service charge led to valuable service staff resigning during the slow portions of the year due to inconsistencies in their wages and gratuities.

34. The Country Club sought to address this issue by leveling the charges throughout the year by replacing the ala carte dining service charge with a benign, common and necessary level-loading fee of \$40 per month per member. The level-loading fee was permissible and consistent with the Club's rights under the settlement agreement, which expressly stated that, "[e]xcept as otherwise provided herein, all other terms and conditions of membership shall remain in effect." Such terms and conditions include, *inter alia*, the right of the Club to require payment from all members of other fees and charges as the Club may establish from time to time, together with applicable sales or other taxes.

35. Defendant alleged that this level-loading fee violated the parties' 2017 agreement and invoked the dispute resolution procedures of the agreement.

36. While the parties were addressing this dispute through the contractual dispute resolution mechanism, Defendant HOA engaged in the retaliatory action that brings us to the current dispute.

37. Specifically, the Defendant HOA sent a letter on Labor Day 2023, indicating that it would charge activation and administrative fees of its own for non-HOA Country Club members and staff to have easy access to the public road that serves as the only means of access to the

Country Club. **Exhibit 9.**

38. The letter indicated that in 11 days (i.e. September 15, 2023), non-Woodmore HOA gate cards issued to the Country Club would be assessed \$50 monthly, and new gate cards would be charged a \$100 activation fee each and \$50 recurring monthly charge. *Id.* The activation and administrative fees imposed by the HOA on the Country Club's existing gate cards would amount to more than \$20,000 per month, or approximately \$250,000 per year.

39. Defendant's action set forth in Exhibit 9 will be referred to herein as the "Pleasant Prospect Access Fee Policy."

40. This Pleasant Prospect Access Fee Policy is in violation of the parties' agreement which indicated that Country Club would have gate card access, at its option, merely by paying the cost of the gate card. Until the Pleasant Prospect Access Fee Policy scheduled to go into effect on Friday, September 15, 2023, those fees were \$5.73 per card and a one-time activation fee of \$35 per card.

41. This Pleasant Prospect Access Fee Policy is also in violation of the covenants recorded in the County land records, which state (a) the gates shall remain open, (b) the public shall have free and easy access, and (c) the Defendant HOA shall cover the cost of gatehouse maintenance.

42. This Pleasant Prospect Access Fee Policy further violates laws dictating that the public has unfettered access to public roads which cannot be unilaterally restricted by a private entity, such as the Defendant HOA.

43. The Country Club informed Defendant on September 5, 2023 (*i.e.*, the day after Labor Day) that its Pleasant Prospect Access Fee was unlawful, and that Defendant must reverse it in 48 hours. **Exhibit 10.**

44. The Country Club requested that Defendant submit the matter to the parties' contractually agreed dispute resolution mechanism.

45. Defendant has refused to retract the access fee, forcing the Country Club to take immediate action to maintain the status quo to prevent immediate, substantial, and irreparable harm.

History with Gate Access

46. A gate card is necessary to enter the east entrance of Pleasant Prospect Road. No vehicle can enter the east entrance without an active card.

47. Without a gate card, one can only enter the west entrance (a) with permission from the HOA's private gatehouse security guard, and (b) after having photographs taken of one's license plate and being interrogated by the HOA's guard.

48. In the past, the security guard has interfered with individuals' access to this public road. **Exhibit 11**, affidavit of Daniel Hayle.

49. Defendant's policy of affording its security guard virtually unfettered discretion as to who can access a public road and the terms on which it can be accessed is in violation of the recorded 1994 Gatehouse Agreement requiring (a) gates to remain open, and (b) free and easy access to be provided.

50. Defendant's policy of charging fees beyond the cost of the gate cards is also in violation of the 2017 settlement agreement, which indicates that the Country Club members shall have a right to the cards at the expense of the cards.

51. Defendant's failure to keep the gates open creates serious public safety concerns as traffic would back up onto Woodmore Road, due to the delays necessarily occasioned by the guard's interrogation and photographing processes. **Exhibit 11**, Hayle affidavit at ¶ 14.

52. These concerns were raised by the Country Club in prior litigation between the parties, which resulted in the 2017 settlement agreement.

Effects of the Pleasant Prospect Access Fee Policy

53. It would be a tremendous hardship on the Country Club to absorb the sudden \$250,000 in annual costs in order for its members and employees to have reasonable ready access to the only road that leads to the Country Club.

54. Nor can the Country Club transfer such oppressive costs to its members and employees without dire consequences. In reliance on the HOA's prior agreement and representations, the Club already has arranged with its members to allow them convenient access through the gate without being stopped by the guard and subjected to intrusive interrogations, photographs of themselves and vehicles, and invasion of their privacy on a public road. **Exhibit 12.**

55. Allowing the Pleasant Prospect Access Fee Policy would jeopardize the Country Club's relationships with the majority of its members and, due to the inconvenience, delays, and intrusive interrogations, cause existing Country Club members to cancel their memberships, who almost certainly would never return, causing irreparable injury to Concert Woodmore.

56. Additionally, Defendant's Pleasant Prospect Access Fee Policy would dissuade new potential members from joining the County Club on the basic principle that cost and convenience are considerations in whether to join a country club. While the Club was willing to accept a de minimis intrusion on its rights to keep the peace with HOA, it would be outrageous and offensive to expect the Club and/or its members to pay more than \$600 each in annual fees simply for the privilege of convenient access to a taxpayer funded public road.

57. Defendant's Pleasant Prospect Access Fee Policy risks preventing individuals

access altogether, by leaving access to a public road to the discretion and whim of the HOA's private gatehouse guard.

58. Defendant's Pleasant Prospect Access Fee Policy would cause irreparable damage to the Country Club's business reputation.

59. It would cause significant financial hardship, as the Country Club purchased approximately 400 gate cards, many of which the Country Club uses for staff access, on the HOA's promise that a one-time fee of \$35 per card would secure its members' access to both the eastern and western entrances of Pleasant Prospect.

60. Defendant's Pleasant Prospect Access Fee Policy would also cause traffic congestion on Woodmore Road and a public safety hazard, putting the general public at risk of additional traffic accidents.

61. Defendant sought to impose this change to the years-long status quo 11 days after its Labor Day notification, in retaliation for a benign level-loading fee.

62. Defendant is and was required to keep the gates open and to provide free and easy access to the public road.

63. Defendant is also contractually obligated to provide access by gate card to Country Club members merely for the cost of the cards.

64. Defendant's actions are seeking to unilaterally change the terms of a written settlement agreement.

65. Defendant would suffer no harm from complying with the law and its contractual agreement.

66. Allowing Defendant's Pleasant Prospect Access Fee Policy would cause Plaintiff the foregoing immediate, substantial, and irreparable harm.

67. Allowing a private entity to prevent access to a public road due to its own desire to use the road (and facilities) for itself is also against public policy.

68. A temporary restraining order is appropriate.

**Count I – Temporary Restraining Order and Preliminary and Permanent
Injunctive Relief Against Defendant**

Plaintiff sues Defendant

69. Plaintiff hereby adopts and incorporates the allegations contained in all previous paragraphs as if fully restated herein.

70. This is an action for temporary restraining order and preliminary and permanent injunctive relief pursuant to Maryland Rules 15-501 through 15-505.

71. Defendant lacks the authority to impose its Pleasant Prospect Access Fee Policy.

72. Because Defendant lacks the authority to implement the Pleasant Prospect Access Fee Policy, there is a strong likelihood that Plaintiff will succeed on the merits of their claim.

73. Unless Defendant is restrained by this Court from implementing the Pleasant Prospect Access Fee Policy, Plaintiff will suffer immediate, substantial, and irreparable injury as set forth above.

74. The benefits to Plaintiff in obtaining injunctive relief substantially outweigh the potential harm which Defendant would incur if this Court grants the requested injunctive relief and maintains the status quo, as set forth above.

75. The public interest is best served by granting the injunction, as the public has interests as set forth above. Those include, but are not limited to, ensuring a private entity cannot interfere with access to a public road.

WHEREFORE Plaintiff respectfully requests this Honorable Court grant the following relief:

- a. That this Court issue an Order granting Plaintiff a temporary restraining order restraining and enjoining Defendant from implementing Pleasant Prospect Access Fee Policy and deactivating Plaintiff's gate cards until the parties fully and finally resolve this matter through their contractually-agreed dispute resolution mechanism; and
- b. That this Court issue an Order granting Plaintiff a preliminary injunction restraining and enjoining Defendant from implementing the Pleasant Prospect Access Fee Policy and deactivating Plaintiff's gate cards until the parties fully and finally resolve this matter through their contractually-agreed dispute resolution mechanism; and
- c. That this Court issue an Order granting Plaintiff a permanent injunction restraining and enjoining Defendant from implementing Pleasant Prospect Access Fee Policy and deactivating Plaintiff's gate cards;
- d. That Plaintiffs be granted costs and such other and further relief as this Court may deem just and proper.

Respectfully submitted,

/S/ MATTHEW D. SKIPPER
Matthew D. Skipper (CPF# 1012160148)
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2127 Espey Court, Suite 100
Crofton, Maryland 21114
P: (410) 919-2121
F: (410) 919-2111
matt@skipperlawllc.com

/S/ JEFFREY A. KAHNTROFF
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jeff@skipperlawllc.com
Attorneys for Plaintiffs

RULE 20-201 (f)(1) CERTIFICATE

I HEREBY CERTIFY, that pursuant to Maryland Rule 20-201 (f)(1), this submission either does not contain any restricted information or, if it does contain restricted information, a redacted submission has been filed contemporaneously to Maryland Rule 20-201 (f)(1).

Matthew D. Skipper /s/
Matthew D. Skipper (CPF# 1012160148)

CIVIL - NON-DOMESTIC CASE INFORMATION REPORT

DIRECTIONS

Plaintiff: This Information Report must be completed and attached to the complaint filed with the Clerk of Court unless your case is exempted from the requirement by the Chief Judge of the Court of Appeals pursuant to Rule 2-111(a).

Defendant: You must file an Information Report as required by Rule 2-323(h).

THIS INFORMATION REPORT CANNOT BE ACCEPTED AS A PLEADING

FORM FILED BY: PLAINTIFF DEFENDANT **CASE NUMBER** _____
(Clerk to insert)

CASE NAME: _____ Plaintiff vs. _____ Defendant

PARTY'S NAME: _____ **PHONE:** _____

PARTY'S ADDRESS: _____

PARTY'S E-MAIL: _____

If represented by an attorney:

PARTY'S ATTORNEY'S NAME: _____ **PHONE:** _____

PARTY'S ATTORNEY'S ADDRESS: _____

PARTY'S ATTORNEY'S E-MAIL: _____

JURY DEMAND? Yes No

RELATED CASE PENDING? Yes No If yes, Case #(s), if known: _____

ANTICIPATED LENGTH OF TRIAL?: _____ hours _____ days

PLEADING TYPE

New Case: Original Administrative Appeal Appeal

Existing Case: Post-Judgment Amendment

If filing in an existing case, skip Case Category/ Subcategory section - go to Relief section.

IF NEW CASE: CASE CATEGORY/SUBCATEGORY (Check one box.)

TORTS

- Asbestos
- Assault and Battery
- Business and Commercial
- Conspiracy
- Conversion
- Defamation
- False Arrest/Imprisonment
- Fraud
- Lead Paint - DOB of Youngest Pt: _____
- Loss of Consortium
- Malicious Prosecution
- Malpractice-Medical
- Malpractice-Professional
- Misrepresentation
- Motor Tort
- Negligence
- Nuisance
- Premises Liability
- Product Liability
- Specific Performance
- Toxic Tort
- Trespass
- Wrongful Death

CONTRACT

- Asbestos
- Breach
- Business and Commercial
- Confessed Judgment
- (Cont'd)
- Construction
- Debt
- Fraud

- Government
- Insurance
- Product Liability
- PROPERTY**
- Adverse Possession
- Breach of Lease
- Detinue
- Distress/Distrain
- Ejectment
- Forcible Entry/Detainer
- Foreclosure
- Commercial
- Residential
- Currency or Vehicle
- Deed of Trust
- Land Installments
- Lien
- Mortgage
- Right of Redemption
- Statement Condo
- Forfeiture of Property / Personal Item
- Fraudulent Conveyance
- Landlord-Tenant
- Lis Pendens
- Mechanic's Lien
- Ownership
- Partition/Sale in Lieu
- Quiet Title
- Rent Escrow
- Return of Seized Property
- Right of Redemption
- Tenant Holding Over

PUBLIC LAW

- Attorney Grievance
- Bond Forfeiture Remission
- Civil Rights
- County/Mncpl Code/Ord
- Election Law
- Eminent Domain/Condemn.
- Environment
- Error Coram Nobis
- Habeas Corpus
- Mandamus
- Prisoner Rights
- Public Info. Act Records
- Quarantine/Isolation
- Writ of Certiorari

EMPLOYMENT

- ADA
- Conspiracy
- EEO/HR
- FLSA
- FMLA
- Workers' Compensation
- Wrongful Termination

INDEPENDENT PROCEEDINGS

- Assumption of Jurisdiction
- Authorized Sale
- Attorney Appointment
- Body Attachment Issuance
- Commission Issuance

- Constructive Trust
- Contempt
- Deposition Notice
- Dist Ct Mtn Appeal
- Financial
- Grand Jury/Petit Jury
- Miscellaneous
- Perpetuate Testimony/Evidence
- Prod. of Documents Req.
- Receivership
- Sentence Transfer
- Set Aside Deed
- Special Adm. - Atty
- Subpoena Issue/Quash
- Trust Established
- Trustee Substitution/Removal
- Witness Appearance-Compel

PEACE ORDER

- Peace Order

EQUITY

- Declaratory Judgment
- Equitable Relief
- Injunctive Relief
- Mandamus

OTHER

- Accounting
- Friendly Suit
- Grantor in Possession
- Maryland Insurance Administration
- Miscellaneous
- Specific Transaction
- Structured Settlements

IF NEW OR EXISTING CASE: RELIEF (Check All that Apply)

- | | | | |
|--|---|--|---|
| <input type="checkbox"/> Abatement | <input type="checkbox"/> Earnings Withholding | <input type="checkbox"/> Judgment-Interest | <input type="checkbox"/> Return of Property |
| <input type="checkbox"/> Administrative Action | <input type="checkbox"/> Enrollment | <input type="checkbox"/> Judgment-Summary | <input type="checkbox"/> Sale of Property |
| <input type="checkbox"/> Appointment of Receiver | <input type="checkbox"/> Expungement | <input type="checkbox"/> Liability | <input type="checkbox"/> Specific Performance |
| <input type="checkbox"/> Arbitration | <input type="checkbox"/> Findings of Fact | <input type="checkbox"/> Oral Examination | <input type="checkbox"/> Writ-Error Coram Nobis |
| <input type="checkbox"/> Asset Determination | <input type="checkbox"/> Foreclosure | <input type="checkbox"/> Order | <input type="checkbox"/> Writ-Execution |
| <input type="checkbox"/> Attachment b/f Judgment | <input type="checkbox"/> Injunction | <input type="checkbox"/> Ownership of Property | <input type="checkbox"/> Writ-Garnish Property |
| <input type="checkbox"/> Cease & Desist Order | <input type="checkbox"/> Judgment-Affidavit | <input type="checkbox"/> Partition of Property | <input type="checkbox"/> Writ-Garnish Wages |
| <input type="checkbox"/> Condemn Bldg | <input type="checkbox"/> Judgment-Attorney Fees | <input type="checkbox"/> Peace Order | <input type="checkbox"/> Writ-Habeas Corpus |
| <input type="checkbox"/> Contempt | <input type="checkbox"/> Judgment-Confessed | <input type="checkbox"/> Possession | <input type="checkbox"/> Writ-Mandamus |
| <input type="checkbox"/> Court Costs/Fees | <input type="checkbox"/> Judgment-Consent | <input type="checkbox"/> Production of Records | <input type="checkbox"/> Writ-Possession |
| <input type="checkbox"/> Damages-Compensatory | <input type="checkbox"/> Judgment-Declaratory | <input type="checkbox"/> Quarantine/Isolation Order | |
| <input type="checkbox"/> Damages-Punitive | <input type="checkbox"/> Judgment-Default | <input type="checkbox"/> Reinstatement of Employment | |

If you indicated **Liability** above, mark one of the following. This information is not an admission and may not be used for any purpose other than Track Assignment.

- Liability is conceded. Liability is not conceded, but is not seriously in dispute. Liability is seriously in dispute.

MONETARY DAMAGES (Do not include Attorney's Fees, Interest, or Court Costs)

- Under \$10,000 \$10,000 - \$30,000 \$30,000 - \$100,000 Over \$100,000
- Medical Bills \$ _____ Wage Loss \$ _____ Property Damages \$ _____

ALTERNATIVE DISPUTE RESOLUTION INFORMATION

- Is this case appropriate for referral to an ADR process under Md. Rule 17-101? (Check all that apply)
- | | | | |
|----------------|--|--------------------------|--|
| A. Mediation | <input type="checkbox"/> Yes <input type="checkbox"/> No | C. Settlement Conference | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| B. Arbitration | <input type="checkbox"/> Yes <input type="checkbox"/> No | D. Neutral Evaluation | <input type="checkbox"/> Yes <input type="checkbox"/> No |

SPECIAL REQUIREMENTS

- If a Spoken Language Interpreter is needed, **check here and attach form CC-DC-041**
- If you require an accommodation for a disability under the Americans with Disabilities Act, **check here and attach form CC-DC-049**

ESTIMATED LENGTH OF TRIAL

*With the exception of Baltimore County and Baltimore City, please fill in the estimated **LENGTH OF TRIAL**.*

(Case will be tracked accordingly)

- | | |
|---|---|
| <input type="checkbox"/> 1/2 day of trial or less | <input type="checkbox"/> 3 days of trial time |
| <input type="checkbox"/> 1 day of trial time | <input type="checkbox"/> More than 3 days of trial time |
| <input type="checkbox"/> 2 days of trial time | |

BUSINESS AND TECHNOLOGY CASE MANAGEMENT PROGRAM

For all jurisdictions, if Business and Technology track designation under Md. Rule 16-308 is requested, attach a duplicate copy of complaint and check one of the tracks below.

- | | |
|---|---|
| <input type="checkbox"/> Expedited - Trial within 7 months of Defendant's response | <input type="checkbox"/> Standard - Trial within 18 months of Defendant's response |
|---|---|

EMERGENCY RELIEF REQUESTED

**COMPLEX SCIENCE AND/OR TECHNOLOGICAL CASE
MANAGEMENT PROGRAM (ASTAR)**

*FOR PURPOSES OF POSSIBLE SPECIAL ASSIGNMENT TO ASTAR RESOURCES JUDGES under
Md. Rule 16-302, attach a duplicate copy of complaint and check whether assignment to an ASTAR is requested.*

- Expedited** - Trial within 7 months of Defendant's response **Standard** - Trial within 18 months of Defendant's response

***IF YOU ARE FILING YOUR COMPLAINT IN BALTIMORE CITY, OR BALTIMORE COUNTY,
PLEASE FILL OUT THE APPROPRIATE BOX BELOW.***

CIRCUIT COURT FOR BALTIMORE CITY (CHECK ONLY ONE)

- Expedited Trial 60 to 120 days from notice. Non-jury matters.
- Civil-Short Trial 210 days from first answer.
- Civil-Standard Trial 360 days from first answer.
- Custom Scheduling order entered by individual judge.
- Asbestos Special scheduling order.
- Lead Paint Fill in: Birth Date of youngest plaintiff
- Tax Sale Foreclosures Special scheduling order.
- Mortgage Foreclosures No scheduling order.

CIRCUIT COURT FOR BALTIMORE COUNTY

- Expedited (Trial Date-90 days) Attachment Before Judgment, Declaratory Judgment (Simple), Administrative Appeals, District Court Appeals and Jury Trial Prayers, Guardianship, Injunction, Mandamus.
- Standard (Trial Date-240 days) Condemnation, Confessed Judgments (Vacated), Contract, Employment Related Cases, Fraud and Misrepresentation, International Tort, Motor Tort, Other Personal Injury, Workers' Compensation Cases.
- Extended Standard (Trial Date-345 days) Asbestos, Lender Liability, Professional Malpractice, Serious Motor Tort or Personal Injury Cases (medical expenses and wage loss of \$100,000, expert and out-of-state witnesses (parties), and trial of five or more days), State Insolvency.
- Complex (Trial Date-450 days) Class Actions, Designated Toxic Tort, Major Construction Contracts, Major Product Liabilities, Other Complex Cases.

.....
Date

.....
Signature of Counsel / Party

.....
Address

.....
Printed Name

.....
City State Zip Code

SURVEYOR'S CERTIFICATE

I hereby certify that the plan shown hereon is correct; that it is a subdivision of part of the land conveyed by Charles J. Geddes, Jr., to Golfamerica Corporation of Maryland by deed dated January 15, 1970, and recorded in Liber 5048 at Folio 826, and also part of the land conveyed by Algie M. Pulley, Jr., and Gary S. Kaveney to Golfamerica Corporation of Maryland by deed dated September 20, 1978, and recorded in Liber 5051 at Folio 281, and also part of the land conveyed by Jay Leon Helgott and Jack Bloom, co-executors of the estate of Rose Shatenstein, to Golfamerica Corporation of Maryland by deed dated October 9, 1970, and recorded in Liber 5220 at Folio 281, and part of the land conveyed by Harry W. Townsend, Jr., et al to Mid-Atlantic Corporation by deed dated March 5, 1970, and recorded in Liber 3813 at Folio 22, all among the Land Records of Prince George's County, Maryland; and that property line markers will be placed in accordance with Section 24-105(b)(7) of the subdivision regulations of the Prince George's County Code. That the total area included in this plan of subdivision is 3761855 acres, of which 1638040 acres is out of Liber 5048 at Folio 826, 1882274 acres is out of Liber 5051 at Folio 281, 169551 acres is out of Liber 5220 at Folio 281, and 0.71000 acres is out of Liber 3813 at Folio 22.

DATE: June 10, 1980

John J. Allen, Jr.
JOHN J. ALLEN, JR.
Professional Land Surveyor
MD Reg. No. 2206

AREA SUMMARY

	Square Feet	Acres
13 Lots	1,272,196	29,20560
Pleasant Prospect	209,663	4,81321
Woodmore Road	156,805	3,59974
TOTAL	1,638,664	37,61855

Exhibit 1 OWNERS' DEDICATION

Golfamerica Corporation of Maryland, a Maryland Corporation, by Algie M. Pulley, Jr., President and V. Paul Zanecki, Secretary, and Mid-Atlantic Corporation, a Maryland Corporation, by Roger Frankel, former trustee in bankruptcy, owners of the property shown and described hereon, hereby adopt this plan of subdivision, establish the minimum building restriction lines, except as shown, and dedicate Pleasant Prospect and Parcels A, B, C, D, E, F, & G to public use.

There are no suits of action, leases, liens, trusts, mortgages, or right-of-ways on the property included in this plan of subdivision, except certain deeds of trust recorded among the Land Records of Prince George's County, Maryland, in Liber 5048 at Folio 828, Liber 5077 at Folio 335, Liber 4827 at Folio 610, Liber 5220 at Folio 280, Liber 5051 at Folio 304, and Liber 5257 at Folio 250; and all parties in interest hereto have below indicated their assent to this plan of subdivision.

NOTE: Mid-Atlantic Corporation, now bankrupt, joins herein for the sole purpose of releasing and quietclaiming any right, title and interest it has, or once had, in and to the land shown hereon being dedicated for the widening of Woodmore Road.

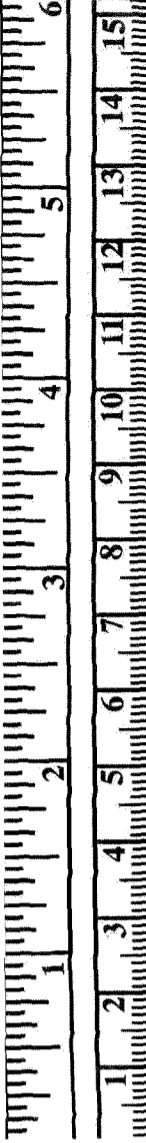
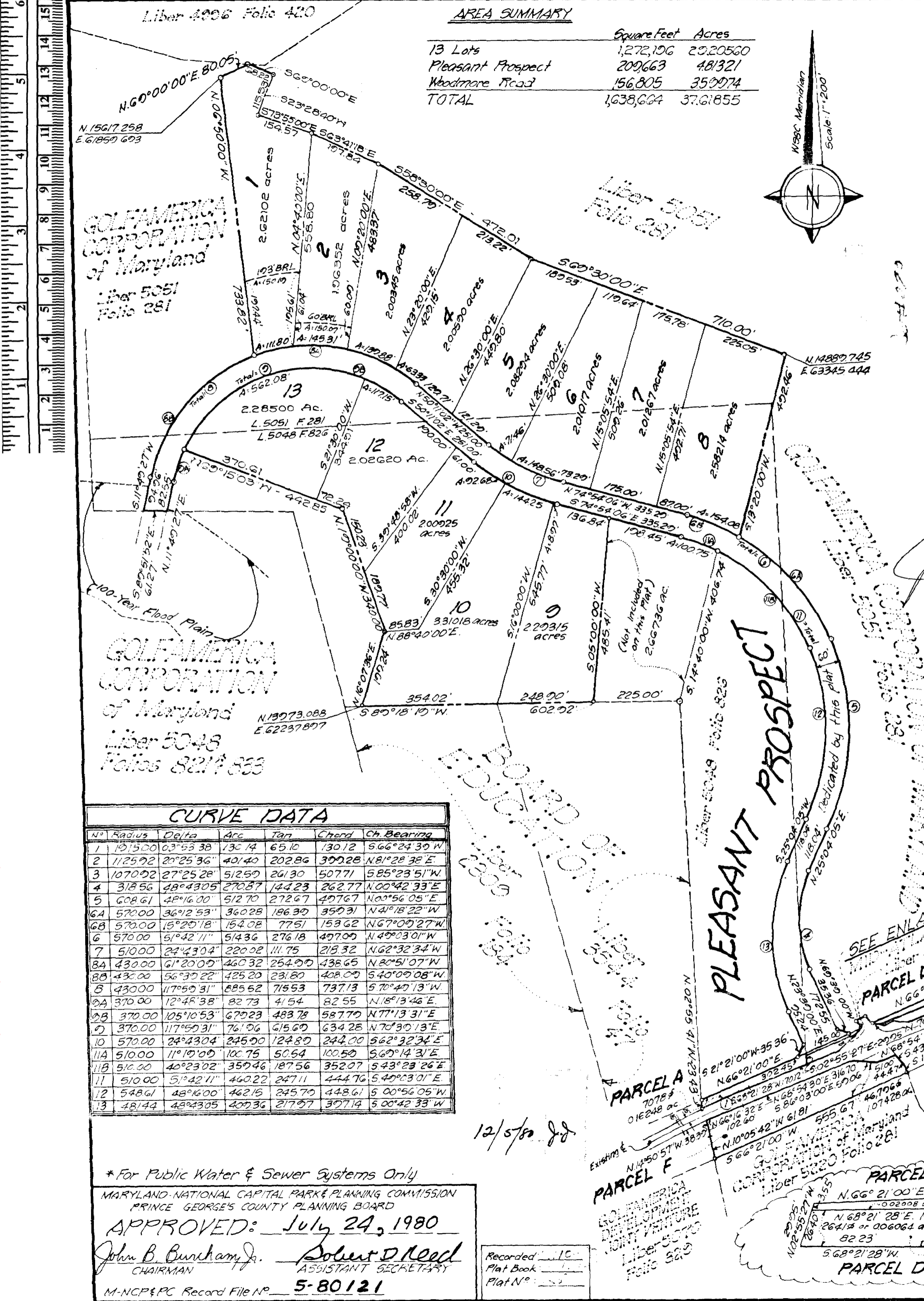
GOLFAMERICA CORPORATION 6/24/80 By *Algie M. Pulley, Jr.* 6/25/80 V. Paul Zanecki
OF MARYLAND DATE ALGIE M. PULLEY, Jr. President DATE V. PAUL ZANECKI, Secretary
(SEAL) (SEAL) MID-ATLANTIC CORPORATION 6/26/80 ROGER FRANKEL, former trustee in bankruptcy

Jan Mary 6/19/80 *Robert A. Manz* Trustee *Thomas Geddes* Trustee *Edward W. Wilson* Trustee
Witness Date Witness Date Witness Date
John D. Gilmore Trustee *John D. Gilmore* Trustee *John D. Gilmore* Trustee
Witness Date Witness Date Witness Date
Edward C. Gibbs, Jr. Trustee *Joseph E. Bruno* Trustee *A. Frank P. Rubino* Trustee
Witness Date Witness Date Witness Date

ADDENDUM TO OWNERS' DEDICATION

We further establish easements, twenty (20) feet wide, for Pedestrian Paths within the lots shown hereon and lying adjacent, contiguous, and parallel to the right-of-way line of Pleasant Prospect.

NOTE: Declaration of covenants recorded 10-24-80 in Liber 5336 at Folio 807.



CURVE DATA

No.	Radius	Delta	Arc	Tan	Chord	Ch. Bearing
1	107500	03°53'38"	130.14	65.10	130.12	S66°24'39"W
2	112500	20°25'36"	401.40	202.86	300.28	N81°28'38"E
3	107000	27°25'28"	512.50	261.30	507.71	S85°23'51"W
4	31856	48°43'05"	270.87	144.23	262.77	N00°42'33"E
5	60861	48°16'00"	512.70	272.67	497.67	N00°56'05"E
6A	57000	36°12'53"	360.28	186.30	350.31	N41°18'22"W
6B	57000	16°20'18"	154.08	77.51	153.62	N67°00'27"W
6	57000	51°42'11"	514.36	276.18	497.00	N49°23'01"W
7	51000	24°43'04"	220.22	111.75	215.32	N62°32'34"W
8A	43000	61°20'00"	460.32	254.00	438.65	N80°51'07"W
8B	43000	56°30'22"	425.20	231.80	408.00	S40°00'08"W
8	43000	11°50'31"	685.62	715.53	737.13	S70°40'13"W
9A	37000	12°46'38"	82.73	41.54	82.55	N18°13'46"E
9B	37000	105°10'53"	670.23	488.78	587.70	N77°13'31"E
9	37000	117°50'31"	761.06	615.60	634.28	N70°30'18"E
10	57000	24°43'04"	245.00	124.80	244.00	S62°32'34"E
11A	51000	11°10'00"	100.75	50.64	100.50	S60°14'31"E
11B	51000	40°23'02"	350.46	187.56	352.07	S43°23'26"E
11	51000	51°42'11"	460.22	247.11	444.76	S40°23'01"E
12	54861	48°16'00"	462.15	245.70	448.61	S00°56'05"W
13	48144	48°43'05"	400.36	210.57	397.14	S00°42'38"W

*For Public Water & Sewer Systems Only

MARYLAND NATIONAL CAPITAL PARK & PLANNING COMMISSION
PRINCE GEORGE'S COUNTY PLANNING BOARD

APPROVED: July 24, 1980

John B. Burcham, Jr. CHAIRMAN
Robert D. Reed ASSISTANT SECRETARY

M-NCP&PC Record File No. 5-80121

PLAT ONE
LOTS 1 thru 13
PLEASANT PROSPECT
and
STREET DEDICATION
WOODMORE ROAD
and
PLEASANT PROSPECT
7th ELECTION DISTRICT
PRINCE GEORGE'S COUNTY, MARYLAND
June, 1980 Scale: 1"=200'

JOHN J. ALLEN ASSOCIATES
Civil Engineers • Land Planners • Surveyors
4424 Montgomery Avenue
Bethesda, MD 20014 (301) 656-9550

SURVEYOR'S CERTIFICATE

I hereby certify that the plan shown hereon is correct, that it is a subdivision of part of the one-half (1/2) undivided interest in the land conveyed by Golfamerica Properties to Golfamerica Corporation of Maryland by deed dated January 15, 1979, and recorded in Liber 5048 at Folio 821, said land also being part of the one-half (1/2) undivided interest in the land conveyed by Anthony E. DiAmbrosio and Virginia P. DiAmbrosio, his wife, to Golfamerica Corporation of Maryland by deed dated January 15, 1979, and recorded in Liber 5048 at Folio 833, and also part of the land conveyed by Kapel Max Shatenstein, Jerome Louis Shatenstein and Florence Emily Fine to Golfamerica Development Joint Venture by deed dated March 6, 1979, and recorded in Liber 5070 at Folio 320, all among the Land Records of Prince Georges County, Maryland, and that property line markers will be placed in accordance with Section 24-105(b)(7) of the subdivision regulations of the Prince Georges County Code. That the total area included in this plan of subdivision is 20,447.77 acres of which 26,606.44 acres is out of Liber 5048 at Folios 821 & 833, and June 25, 1980 John J. Allen, Jr. DATE JOHN J. ALLEN, Jr., Professional Land Surveyor #2206

OWNERS' DEDICATION

We, Golfamerica Corporation of Maryland, a Maryland Corporation, by Algie M. Pulley, Jr., President, and V. Paul Zanecki, Secretary, and Golfamerica Development Joint Venture, by Ronald E. Holloway, Partner, owners of the property shown and described hereon, hereby adopt this plan of subdivision, establish the minimum building restriction line, except as shown, and dedicate the streets and street widening (Parcels H, I, J, & K) to public use. We further establish easements twenty (20) feet wide, for pedestrian paths within the lots shown hereon and lying adjacent, contiguous, and parallel to the right-of-way line of all dedicated streets.

There are no suits of actions, leases, liens, trusts, mortgages, or rights-of-ways on the property included in this plan of subdivision, except certain deeds-of-trust, recorded among the Land Records of Prince Georges County, Maryland, in Liber 5048 at Folio 836, Liber 5077 at Folio 335, Liber 5070 at Folio 332, Liber 5051 at Folio 304, Liber 5218 at Folio 431, and Liber 5257 at Folio 250, and all parties in interest thereto have below indicated their assent to this plan of subdivision.

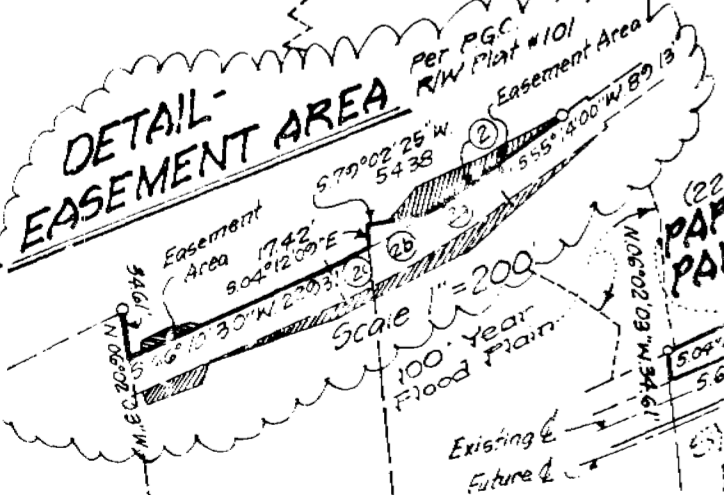
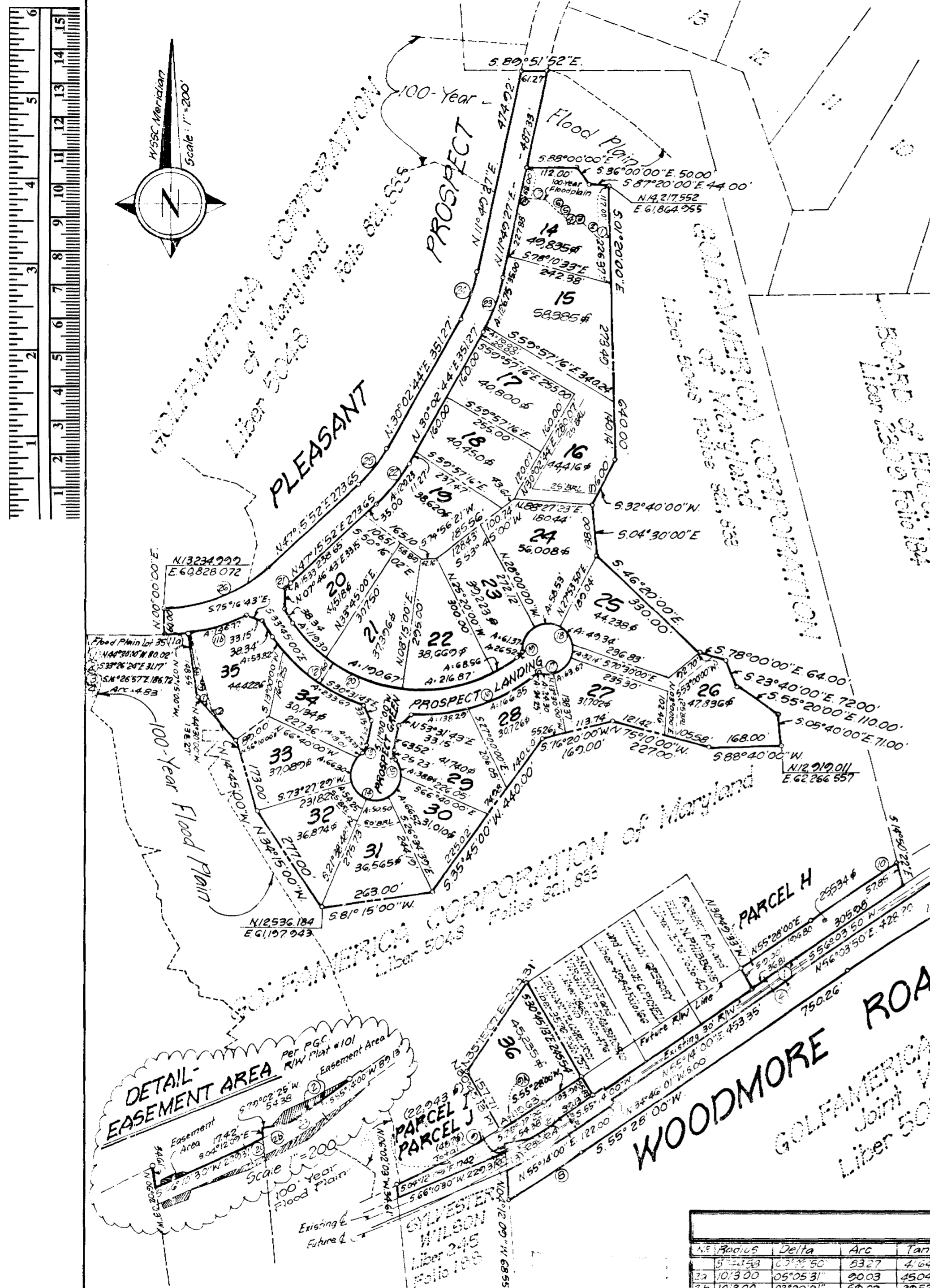
M. Anne Morris 7-15-80 Algie M. Pulley, Jr. President
 Witness Date
Jeanette R. Stagg 6/24/80 V. Paul Zanecki Secretary
 Witness Date
Jane Fay Tillery 7/1/80 Ronald E. Holloway Partner
 Witness Date
 GOLFAMERICA CORPORATION OF MARYLAND (SEAL)
 GOLFAMERICA DEVELOPMENT JOINT VENTURE

- Flood Plain Lot 14 --**
- 1 N 87°41'38"W-3521'
 - 2 N 41°14'54"W-4323'
 - 3 S 82°46'33"W-3578'
 - 4 N 08°44'46"W-1973'
 - 5 N 62°56'58"W-2630'
 - 6 N 40°57'20"W-3508'
 - 7 N 87°01'35"W-3855'
 - 8 N 63°21'23"W-1650'

We hereby assent to this plan of subdivision:

Jeanette Stagg 7-10-80 Thomas F. Duky Trustee Jeanette Stagg 7/17/80 John J. Allen, Jr. Trustee
 Witness Date Witness Date
Jane Fay Tillery 7/1/80 Edward W. Nyletz Trustee Jane Fay Tillery 7/1/80 John J. Allen, Jr. Trustee
 Witness Date Witness Date
Jeanette Stagg 7/1/80 Joseph E. Bruno Trustee Jeanette Stagg 7/1/80 John J. Allen, Jr. Trustee
 Witness Date Witness Date

NOTE: Declaration of Covenants recorded 10-24-80 in Liber 5336 at Folio 807.



AREA SUMMARY

	Square Feet	Acres
23 Lots	942,800	21,645.77
Dedication	171,520	3,937.77
4 Parcels	166,300	3,863.63
TOTAL	1,280,720	29,447.17

Lot	In Flood Plain	Not In Flood Plain
14	19,774 #	30,060 #
35	326 #	4,161 #

-- CURVE DATA --

Station	Radius	Delta	Arc	Tan	Chord	Ch Bearing
1	1013.00	05°05'31"	93.27	4.04	93.27	S 75°25'55" W
2	1013.00	05°05'31"	90.03	4.04	90.00	S 57°46'46" W
3	1013.00	05°05'31"	86.78	4.04	86.78	S 39°58'02" W
4	1013.00	05°05'31"	83.53	4.04	83.53	S 22°09'18" W
5	1013.00	05°05'31"	80.28	4.04	80.28	S 04°20'34" W
6	1013.00	05°05'31"	77.03	4.04	77.03	N 13°51'50" W
7	1013.00	05°05'31"	73.78	4.04	73.78	N 31°43'06" W
8	1013.00	05°05'31"	70.53	4.04	70.53	N 49°34'22" W
9	1013.00	05°05'31"	67.28	4.04	67.28	N 67°25'38" W
10	1013.00	05°05'31"	64.03	4.04	64.03	N 85°16'54" W
11	1013.00	05°05'31"	60.78	4.04	60.78	N 103°08'10" W
12	1013.00	05°05'31"	57.53	4.04	57.53	N 120°59'26" W
13	1013.00	05°05'31"	54.28	4.04	54.28	N 138°50'42" W
14	1013.00	05°05'31"	51.03	4.04	51.03	N 156°41'58" W
15	1013.00	05°05'31"	47.78	4.04	47.78	N 174°33'14" W
16	1013.00	05°05'31"	44.53	4.04	44.53	N 192°24'30" W
17	1013.00	05°05'31"	41.28	4.04	41.28	N 210°15'46" W
18	1013.00	05°05'31"	38.03	4.04	38.03	N 228°07'02" W
19	1013.00	05°05'31"	34.78	4.04	34.78	N 245°58'18" W
20	1013.00	05°05'31"	31.53	4.04	31.53	N 263°49'34" W
21	1013.00	05°05'31"	28.28	4.04	28.28	N 281°40'50" W
22	1013.00	05°05'31"	25.03	4.04	25.03	N 299°32'06" W
23	1013.00	05°05'31"	21.78	4.04	21.78	N 317°23'22" W
24	1013.00	05°05'31"	18.53	4.04	18.53	N 335°14'38" W
25	1013.00	05°05'31"	15.28	4.04	15.28	N 353°05'54" W
26	1013.00	05°05'31"	12.03	4.04	12.03	N 370°57'10" W
27	1013.00	05°05'31"	8.78	4.04	8.78	N 388°48'26" W
28	1013.00	05°05'31"	5.53	4.04	5.53	N 406°39'42" W
29	1013.00	05°05'31"	2.28	4.04	2.28	N 424°30'58" W
30	1013.00	05°05'31"	0.03	4.04	0.00	N 442°22'14" W
31	1013.00	05°05'31"	0.00	4.04	0.00	N 460°13'30" W
32	1013.00	05°05'31"	0.00	4.04	0.00	N 478°04'46" W
33	1013.00	05°05'31"	0.00	4.04	0.00	N 495°56'02" W
34	1013.00	05°05'31"	0.00	4.04	0.00	N 513°47'18" W
35	1013.00	05°05'31"	0.00	4.04	0.00	N 531°38'34" W
36	1013.00	05°05'31"	0.00	4.04	0.00	N 549°29'50" W

June 29 1980
 PLAT TWO
 Lots 14 thru 36
PLEASANT PROSPECT
 and
STREET DEDICATION
 WOODMORE ROAD
 and
 PLEASANT PROSPECT
 7th ELECTION DISTRICT
 PRINCE GEORGE'S COUNTY, MARYLAND
 June, 1980
 Scale: 1" = 200'

* For Public Water & Sewer Systems Only.
 MARYLAND-NATIONAL CAPITAL PARK & PLANNING COMMISSION
 PRINCE GEORGE'S COUNTY PLANNING BOARD
APPROVED: July 24, 1980
John B. Burcham, Jr. CHAIRMAN
Salomeo ASSISTANT SECRETARY
 M-NCP&PC Record File No.: 5-80120

12/4/80 J.J.A.
 Recorded: 12-10-80
 Plat Book: N.L.P. 10
 Plat No.: 24

JOHN J. ALLEN ASSOCIATES
 Civil Engineers • Land Planners • Surveyors
 4424 Montgomery Avenue
 Bethesda, MD 20014 (301) 656-0550

SURVEYOR'S CERTIFICATE

I hereby certify that the plan shown hereon is correct; that it is a subdivision of part of the land conveyed by the Maryland National Capital Park & Planning Commission to Golfamerica Corporation of Maryland by deed dated January 16, 1979, and recorded in Liber 5050 at Folio 288, and also part of the one-half (1/2) undivided interest in the land conveyed by Golfamerica Properties to Golfamerica Corporation of Maryland by deed dated January 15, 1979, and recorded in Liber 5048 at Folio 821, said land also being part of the one-half (1/2) undivided interest in the land conveyed by Anthony E. DiAmbrosio and Virginia P. DiAmbrosio, his wife, to Golfamerica Corporation of Maryland by deed dated January 15, 1979, and recorded in Liber 5048 at Folio 833, and also part of the land conveyed by Dora Shatenstein, Koppel M. Shatenstein, Jerome L. Shatenstein, and Florence S. Fire, to Golfamerica Development Joint Venture by deed dated March 6, 1979, and recorded in Liber 5070 at Folio 321, all among the Land Records of Prince Georges County, Maryland; and that property line markers will be placed in accordance with Section 24-105(b)(7), of the subdivision regulations of the Prince Georges County Code. That the total area included in this plan of subdivision is 27.00251 acres of land, of which 13.403005 acres is out of Liber 5050 at Folio 288, 8.429047 acres is out of Liber 5048 at Folios 821 and 833, and 3.98046 acres is out of Liber 5070 at Folio 321.

DATE: July 9, 1980 John J. Allen
Professional Land Surveyor
No. 2806

OWNERS' DEDICATION

We, Golfamerica Corporation of Maryland, a Maryland Corporation, by Alvin M. Foley, Jr., President, and Paul Zarecki, Secretary, and Golfamerica Development Joint Venture, by Ronald E. Holloway, Partner, owners of the property shown and described hereon, hereby adopt this plan of subdivision, establish the minimum building restriction lines, except as shown, and dedicate the streets and street widening (Parcels L, M, N, & O) to public use. There are no suits of action, leases, liens, trusts, mortgages or right-of-ways on the property included in this plan of subdivision except certain deeds of trust recorded among the Land Records of Prince Georges County, Maryland, in Liber 5142 at Folio 25, Liber 5048 at Folio 836, Liber 5070 at Folio 332, Liber 5051 at Folio 304, Liber 5218 at Folio 431, and also Liber 5257 at Folio 250, and all parties in interest hereto have below indicated their assent to this plan of subdivision.

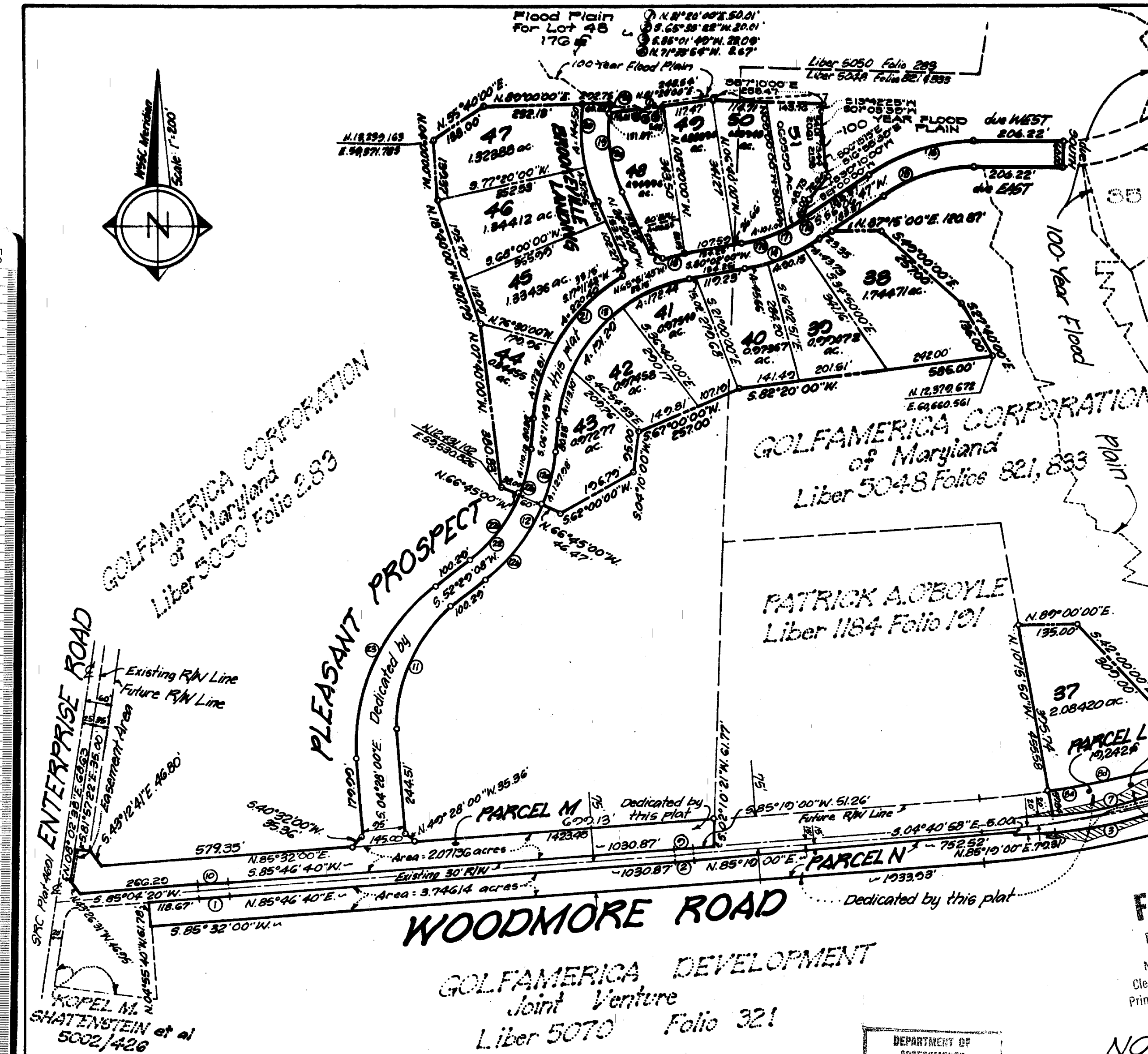
GOLFAMERICA CORPORATION OF MARYLAND (SEAL)

Alvin M. Foley, Jr. 7-17-80
Witness DATE
Paul Zarecki 7-17-80
Witness DATE
Ronald E. Holloway 7/17/80
Witness DATE

Alvin M. Foley, Jr.
ALVIN M. FOLEY, JR., PRESIDENT
Paul Zarecki
PAUL ZARECKI, SECRETARY

GOLFAMERICA DEVELOPMENT JOINT VENTURE
Ronald E. Holloway
RONALD E. HOLLOWAY, PARTNER

We hereby assent to this plan of subdivision:
Richard R. Kelly 7/11/80
Witness DATE
Janetta R. Kelly 7/11/80
Witness DATE
Janetta R. Kelly 7/11/80
Witness DATE
Janetta R. Kelly 7/11/80
Witness DATE
Janetta R. Kelly 7/11/80
Witness DATE
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Janetta R. Kelly 7/11/80
Witness DATE
Janetta R. Kelly 7/11/80
Witness DATE
Janetta R. Kelly 7/11/80
Witness DATE



FILED
DEC 10 1980
Norman L. Pritchett
Clerk of the Circuit Court
Prince Georges County, Md.

NOTE:
Declaration of Covenant recorded 10-24-80
in Liber 5330 at Folio 607.

AREA SUMMARY

	Square Feet	Acres
15 Lots	730,740	16.68230
Street Dedication	102,825	2.34665
Parcels L, M, N, & O	282,850	6.47356
TOTAL	1,116,415	25.50251

CURVE DATA

NR	Radius	Delta	Arc	Tangent	Chord	Chord Bearing	NR	Radius	Delta	Arc	Tangent	Chord	Chord Bearing
1	5714.58	00°32'20"	70.37	25.10	70.37	N 85°25'30" E	15	570.00	35°53'15"	213.23	112.72	213.23	N 78°03'24" E
2	5744.58	00°27'20"	46.23	24.72	46.23	N 85°32'50" E	16	570.00	35°53'15"	213.23	112.72	213.23	S 78°03'24" W
3	5700.00	00°30'30"	288.35	122.37	288.35	N 77°48'48" E	17	570.00	00°30'30"	4.76	2.88	4.76	S 85°28'53" W
4	5700.00	04°00'00"	102.35	35.72	102.35	N 62°12'30" E	18	570.00	35°53'15"	213.23	112.72	213.23	S 85°28'53" W
5	5700.00	13°43'52"	178.72	59.24	178.72	S 76°10'04" W	19	570.00	00°30'30"	4.76	2.88	4.76	N 78°03'24" E
6	5712.50	03°54'57"	122.26	41.35	122.26	S 85°57'31" W	20	570.00	35°53'15"	213.23	112.72	213.23	N 78°03'24" E
7	5712.50	00°33'55"	25.21	78.21	25.21	S 70°01'32" W	21	570.00	00°30'30"	4.76	2.88	4.76	S 85°28'53" W
8	5712.50	00°00'00"	181.27	54.27	181.27	S 85°14'30" W	22	570.00	35°53'15"	213.23	112.72	213.23	N 78°03'24" E
9	5712.50	10°45'18"	120.07	208.66	120.07	N 76°52'02" E	23	570.00	00°30'30"	4.76	2.88	4.76	S 85°28'53" W
10	5712.50	02°55'21"	122.16	211.24	122.16	N 65°06'42" E	24	570.00	35°53'15"	213.23	112.72	213.23	N 78°03'24" E
11	5712.50	02°55'21"	122.16	211.24	122.16	S 74°49'17" W	25	570.00	00°30'30"	4.76	2.88	4.76	S 85°28'53" W
12	5712.50	00°27'20"	46.23	24.72	46.23	S 85°32'50" W	26	570.00	35°53'15"	213.23	112.72	213.23	N 78°03'24" E
13	5712.50	00°42'20"	70.74	25.37	70.74	S 85°28'53" W	27	570.00	00°30'30"	4.76	2.88	4.76	S 85°28'53" W
14	5712.50	00°42'20"	70.74	25.37	70.74	N 85°28'53" E	28	570.00	35°53'15"	213.23	112.72	213.23	N 78°03'24" E
15	5712.50	00°42'20"	70.74	25.37	70.74	N 85°28'53" E	29	570.00	35°53'15"	213.23	112.72	213.23	N 78°03'24" E

For Public Water & Sewer Systems Only.
MARYLAND NATIONAL CAPITAL PARK & PLANNING COMMISSION
PRINCE GEORGES COUNTY PLANNING BOARD
APPROVED: July 24, 1980
John B. Churchill, Jr. CHAIRMAN
Albert D. Reed ASSISTANT SECRETARY
M-NCP&PC Record File No.: 5-80119
Recorded 112-10-80
Plat Book NLP-108
Plat No.: 27

PLAT THREE
LOTS 37 thru 51
PLEASANT PROSPECT
and
STREET DEDICATION
WOODMORE ROAD
and
PLEASANT PROSPECT
7TH ELECTION DISTRICT
PRINCE GEORGES COUNTY, MARYLAND
June, 1980 Scale: 1"=200'
JOHN J. ALLEN ASSOCIATES
Civil Engineers • Land Planners • Surveyors
4424 Montgomery Avenue
Bethesda, MD 20814 (301) 656-0550

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 ~~Ten Dollars~~ 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 ~~as~~, 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' 35" 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

APR 15 11 51 AM '81

APR 15 81 A 14039 *****38.50

RECORDATION TAX AND TRANSFER TAX PAID OFFICE OF FINANCE PRINCE GEORGES COUNTY, MD

#13 TREASURY DIVISION 0001 APR.15'81 10:09 7059 TRANS TX 14000.00 #13 TREASURY DIVISION 0001 APR.15'81 10:09 7059 TAX REC 7480.00

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° 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° 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° 15' 07" West 244.31 feet to an iron pipe set, thence
5. South 30° 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° 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° 30' 00" West 98.83 feet to an iron pipe set, thence
8. North 42° 00' 00" West 309.00 feet to an iron pipe set, thence
9. South 89° 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° 15' 50" West 246.58 feet passing in transit an iron pipe found 30.54 feet from the end thereof, thence
11. South 85° 09' 54" West 636.33 feet, thence
12. South 02° 10' 21" West 142.97 feet, thence running through the land described in Liber 5050 at folio 283
13. South 85° 46' 37" West 123.30 feet, thence
14. North 65° 17' 51" West 110.07 feet, thence
15. Due West 60.00 feet, thence
16. South 71° 36' 40" West 393.07 feet, thence
17. North 42° 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° 59' 24" East 75.00 feet thence continuing with said Southeasterly line of Pleasant Prospect, now sixty (60) feet wide
19. North 52° 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° 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° 45' 00" East 46.47 feet to an iron pipe set, thence
22. North 62° 00' 00" East 196.79 feet to an iron pipe set, thence
23. North 04° 10' 00" East 95.00 feet to an iron pipe set, thence
24. North 67° 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° 20' 00" East 585.00 feet to an iron pipe set, thence
26. North 27° 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 Northwesterly 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

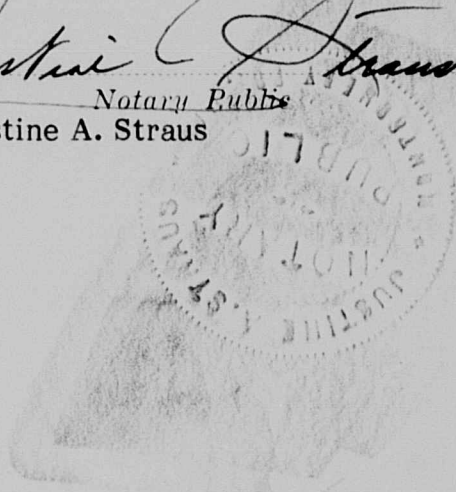
) to wit:

I, Justine A. Straus, a Notary Public, in and for the State and County. Algie M. Pulley, Jr.
(or District), aforesaid, do hereby certify that.....
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.

My commission expires: July 1, 1982

Justine A. Straus
Notary Public
Justine A. Straus



\$ 8,500⁰⁰
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 18-51-K 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 *18-51-K* 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.

Remit to:
LAW OFFICES
NYLEN & GILMORE
Riggs Building
University Blvd. at Riggs Rd.
Hyattsville, Md.

34293 516

For the Clerk of Court: 07-0657700
Parcel Identifier (Tax Account) No.: 07-0770750
Title Insurer: FNF 07-0799312

PRINCE GEORGE'S COUNTY MD
APPROVED BY: [Signature]
#000

JAN 16 2013

SPECIAL WARRANTY DEED

\$21429.00 RECORDATION TAX PAID
\$54535.12

THIS SPECIAL WARRANTY DEED (this "Deed") is made this 27th 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 \$ 45.00
IN TAX STATE \$ 25.00
TOTAL \$ 70.00
19,477.90
19,477.90
19,477.90
19,477.90

Exhibit 3

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 26th 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

Type(s) of Instruments	(<input type="checkbox"/> Check Box If Addendum Intake Form is Attached.)						
	[] Deed [] Mortgage [] Other: [] Deed of Trust [] Lease [] Other: [] Other:						
Conveyance Type (Check Box)	<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]						
Tax Exemptions (if Applicable) Cite or Explain Authority	Recordation						
	State Transfer						
	County Transfer						
Consideration and Tax Calculations	Consideration Amount			Finance Office Use Only			
	Purchase Price/Consideration			Transfer and Recordation Tax Consideration			
	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			
Fees	Amount of Fees		Doc.1		Doc. 2		
	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						
Other							
Description of Property 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).	District	Property Tax ID No. (1)	Grantor Liber/Folio	Map	Parcel No.	Var. LOG	
	07	0799312 <u>0657700</u>				<input type="checkbox"/> (5)	
	Subdivision Name		Lot 3(a)	Block(3b)	Sect/AR(3c)	Plat Ref.	SqFt/Acreage(4)
	Location / Address of Property Being Conveyed (2)						
	Other Property Identifiers (if applicable)					Water Meter Account No.	
	07-0657700 and 07-0770750						
	Residential <input type="checkbox"/> or Non-Residential <input checked="" type="checkbox"/>		Fee simple <input checked="" type="checkbox"/> or Ground Rent <input type="checkbox"/>		Amount:		
	Partial Conveyance? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Description/Amt. of SqFt/Acreage Transferred:				
	If Partial Conveyance, List Improvements Conveyed:						
	Transferred From	Doc.1 - Grantor(s) Name(s)			Doc. 2 - Grantor(s) Names(s)		
The Club at Woodmoore, Inc.							
Doc. 1 Owner(s) of Record, if different from Grantor(s)			Doc. 2 Owner(s) of Record, if different from Grantor(s)				
Transferred To	Doc. 1 - Grantee(s) Name(s)			Doc. 2 - Grantee(s) Name(s)			
	Concert Woodmore, LLC						
	New Owner's (Grantee) Mailing Address						
1 Coastal Oak, Newport Coast, CA 92627							
Other Names to be Indexed	Doc. 1 - Additional Names to be Indexed (Optional)			Doc. 2-Additional Names to be Indexed (Optional)			
Contact/Mail Information	Instrument Submitted By or Contact Person					<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							
IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER							
Assessment Information	<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).						
Assessment Use Only - Do Not Write Below This Line							
<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.		
REMARKS:							

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

2/2
61727

5512 615

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.

Exhibit 4

MAR 18 3 02 PM '82

CLERK OF THE
CIRCUIT COURT
NORMAN L. PRITCHETT

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

MAR 18-82 A 8 14521 *****7.50

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 17th 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 HEREOF, 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 28 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. 3821-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
HOPMAN L. PRITCHETT

Law Office
ZANECKI LALLY
& McDONOUGH
ONE METRO CENTER
8100 PROFESSIONAL PLACE, SUITE 113
LANDOVER, MARYLAND 20785
(301) 459-9393

CP 21-80-1 IN 0579 *****21.50

Exhibit 5

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: *Justin 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

Notary Bond
2500.00

Exhibit 6

PLEASANT PROSPECT ROAD AND GATEHOUSE AGREEMENT

THIS PLEASANT PROSPECT ROAD AND GATEHOUSE AGREEMENT (the "Agreement") is executed this 9th 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

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

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

Dec 21 2 01 PM '94
CLERK OF THE COURT
PRINCE GEORGE'S COUNTY, MARYLAND

*

Approved
Administrative Review
Committee 12/27/94
Dany
7/13

100
DEC 27 1994

737. 13

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 9th 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

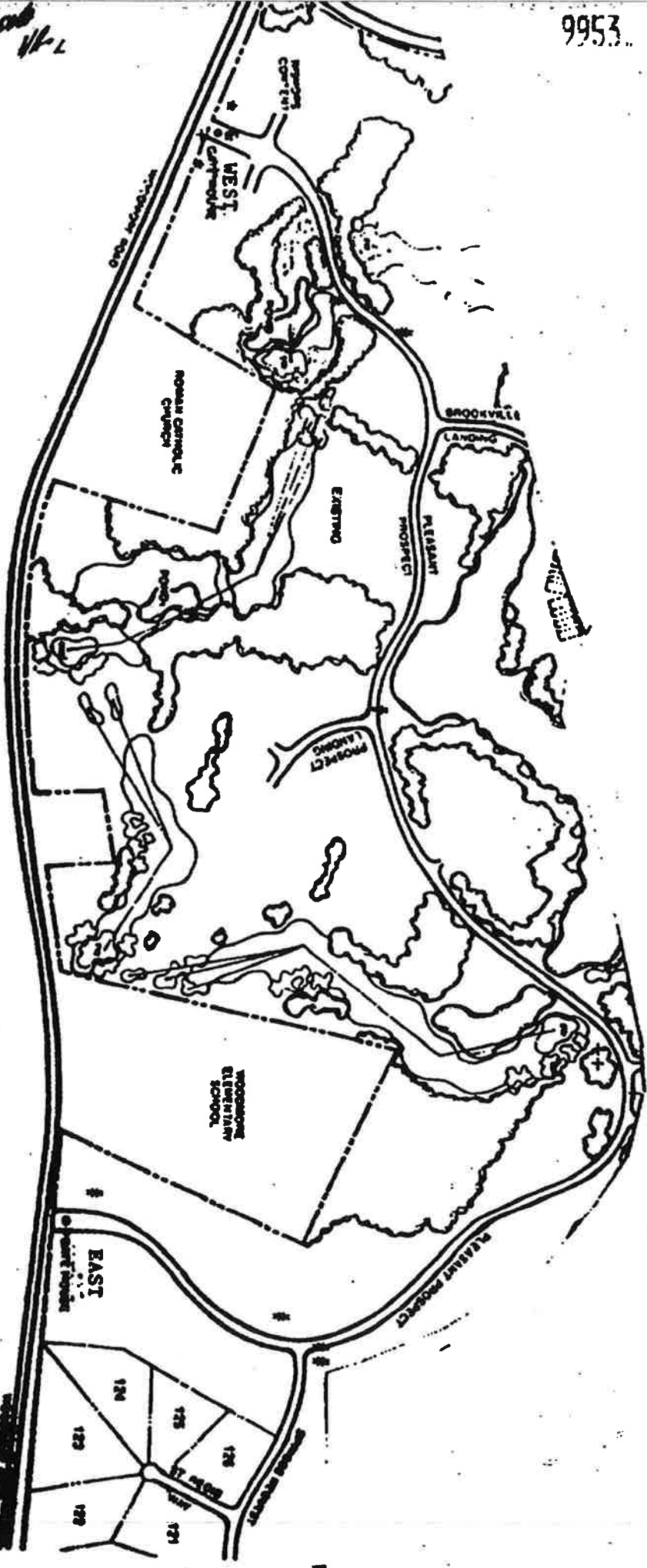
My Commission Expires:
My Commission Expires July 1, 1990

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

ITE
102K
CR

9953.130

PHASE 2

26' 4"

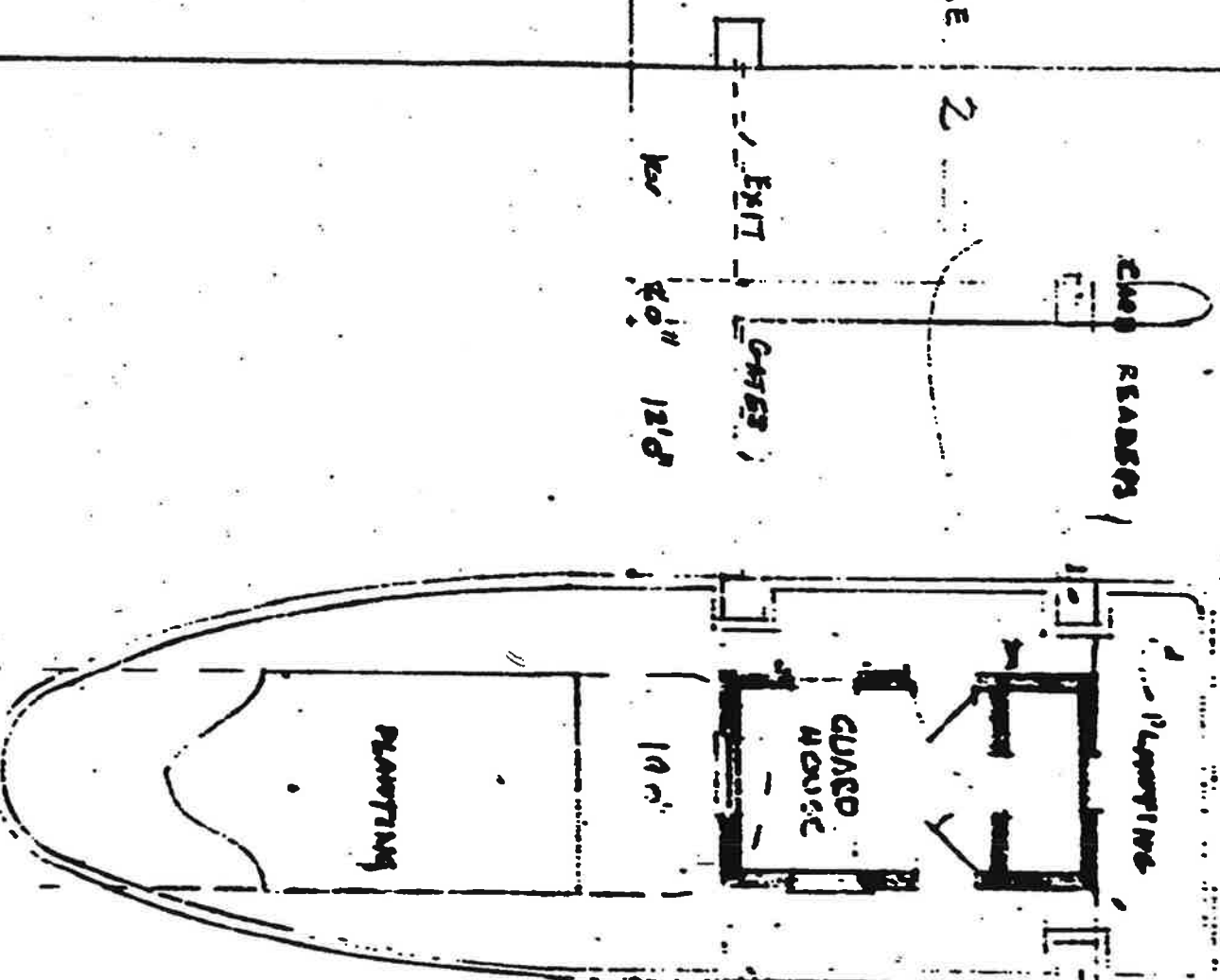
24' 0"

EXHIBIT D-1
West Entrance

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

24' 0"

4' 0" 4' 0"



EXIT

GATES

CARD READERS

PLANTING

CARD READERS

ENTRY GATES

12' 0" 12' 0"

12' 0"

10' 0"

1' 0"

* 115' 0"

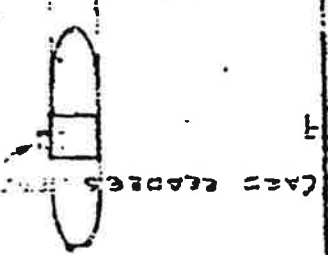
1/2

WOODPOINT 7700 JOHNSDOM

7'-10 1/2"

REMOVE
PRESERVE
ISLAND
22 FT LONG

12'-0" 10'-0" 2'-0"



93'-0" R/W

PLANTING

5'-0"

ENTRY GATE

EXIT

24'-0"

4'-0"

14'-0"

12'-0"

25'-4"

35'-0"

23'-0"

58'-0" PAVING

Exhibit B-2
East Gate

OPTIONAL
CLUB COURT OF
DAMS

A

112

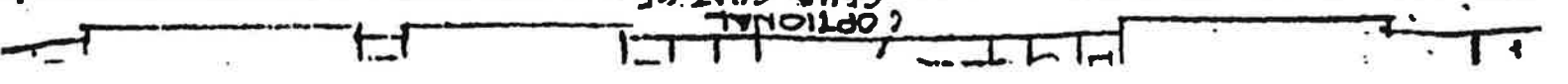
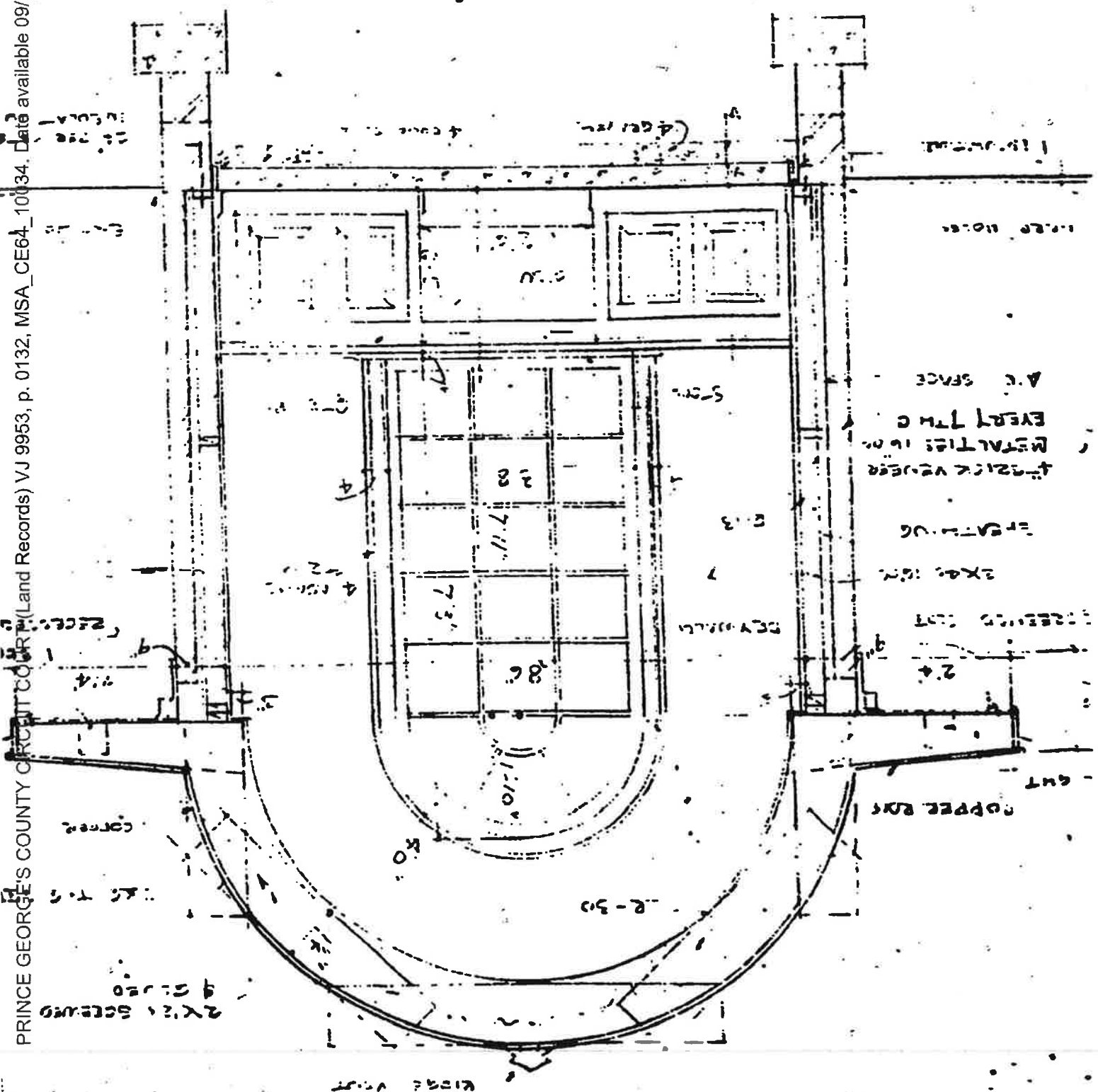


Exhibit B-3
Guardhouse Detailing

SECTION
1/2" = 1'-0"



9953 133 3.2

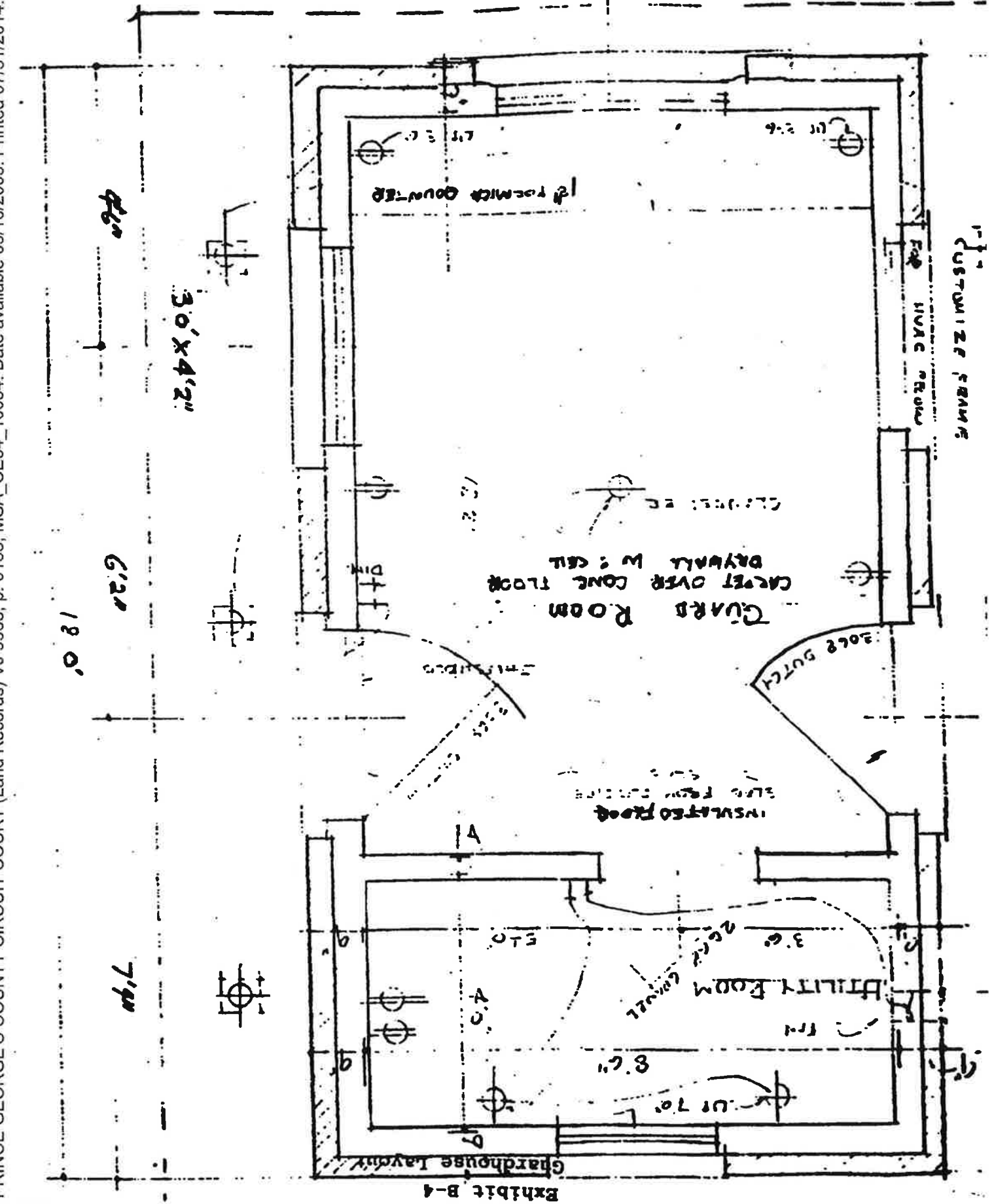


Exhibit B-4

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:

Exhibit 7

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

ADDENDUM TO SETTLEMENT AGREEMENT

THIS ADDENDUM TO SETTLEMENT AGREEMENT (the "Addendum"), dated May 27, 2022, is entered into by and between **Pleasant Prospect Homeowners Association, Inc. t/a Woodmore ("Woodmore")**, party of the first part, and **Concert Woodmore, LLC ("Concert Woodmore")**, and **Concert Woodmore Bevco, LLC ("Concert Bevco")** (collectively known as the "**Concert Parties**"), parties of the second part. Hereinafter Woodmore and the Concert Parties shall collectively be known as the "**Parties**".

Whereas, the Parties entered into the "Settlement Agreement" dated April 19, 2017 to resolve disputes between the Parties, which is incorporated herein by reference;

Whereas, Concert Golf Partners, LLC and Concert Golf Management, LLC were parties to the Settlement Agreement, but their interests have since been taken over by Concert Woodmore, which was an original party and a party to this addendum;

Whereas, the Settlement Agreement was for a 5-year term, terminating on May 31, 2022, however Section 7 called for renewal for additional 5-year terms; and

Whereas, the Parties seek to renew the terms of the Settlement Agreement for an additional 5-year term subject to certain modifications to the original terms.

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

1. **Recitals**: The above Recitals are true and correct and incorporated herein by reference and made a part hereof.
2. **Settlement Agreement**. The Settlement Agreement is incorporated herein by reference and amended by the following provisions of this Addendum.
3. **Effective Date**: The "Effective Date" of this Addendum is June 1, 2022.
4. **Amendment to Section 3 of Settlement Agreement**. Section 3 of the Settlement Agreement is amended by deleting the third paragraph of Section 3 in its entirety and inserting the following instead:

On the 1st of each month, Concert Woodmore shall provide Woodmore with the names of existing social Community-resident members. By the fifteenth of each quarter (January 15th, April 15th, July 15th, October 15th), Concert Woodmore shall pay to Woodmore its payment obligation under this Section for the three (3) months prior beginning July 15, 2022. To the extent there are any months when the 50-membership minimum is not met, Concert Parties' annual payment obligation will be reduced by one-twelfth(1/12th).


Exhibit 8

5. **Term of Addendum:** Pursuant to Section 7 of the Settlement Agreement, the term of the Settlement Agreement as amended by this Addendum shall be five (5) years commencing on the Effective Date. The term of the Settlement Agreement as amended by this Addendum may be extended for additional terms of five (5) years if consented to by all Parties in writing.


6. **Terms of Settlement Agreement:** The remaining terms of the Settlement Agreement shall remain in full force and effect. If there are any conflicts between the terms of the Settlement Agreement and this Addendum, this Addendum shall control.

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 Addendum, except as specifically set forth herein, and that the Parties knowingly and voluntarily enter into this Addendum with a full understanding of its contents.

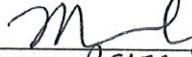
CONCERT WOODMORE, LLC

By: 
Print Name: PETER J. NANULA
Its: CEO

PLEASANT PROSPECT HOMEOWNERS ASSOCIATION, INC. T/A WOODMORE

By: 
James Davis, President

CONCERT WOODMORE BEVCO, LLC

By: 
Print Name: PETER J. NANULA
Its: CEO



September 4, 2023

Daniel Hayle
General Manager
The Country Club at Woodmore
12320 Pleasant Prospect Road
Mitchellville, MD 20721

Re: Gate Access Card Fees

Dear Mr. Hayle:

As you are aware, Pleasant Prospect HOA (t/a Woodmore) makes available "Gate Cards" for non-Woodmore members of the Country Club to allow for easier access at the entrances to the community. The Country Club currently obtains the cards from ESSI, the Woodmore gate operation company, and distributes the cards. There are currently over 400 cards issued directly to the Country Club. It is unknown if the Country Club charges its members for this Gate Card, but Woodmore currently receives no fees to offset the cost of the operation, maintenance and improvements of the entrances.

Therefore, effective September 15, 2023, Woodmore will be implementing a new fee structure for the Country Club Gate Cards. The fee structure includes both a one-time administrative or activation fee and a monthly fee of \$50.00 for each active card. It will be \$25 for September.

In advance of the implementation date, please review the attached list of active Gate Cards assigned to the Country Club and advise which cards are active. For any cards you advised are not being used, we will have them deactivated immediately. For those existing Gate Cards that are active, the Country Club will be charged a one-time administrative fee of \$25.00 for each existing active card. Thereafter for any new cards being activated, there will be a one-time activation fee of \$100. Since we are implementing

*12138 Central Avenue, Suite 863
Mitchellville, MD 20721 (mailing address)*

*9420 Annapolis Road, suite 105
Lanham, Maryland 20706 (offices)*

*(301) 552-2222 voice; (301) 552-3220 fax
Chelseawoodcondo@gmail.com
www.Quality1PropertyManagement.com*

Exhibit 9

this in the middle of the month, the monthly fee for September will be \$25, and thereafter a monthly fee of \$50.00 for each active card.

You will receive an invoice from Quality 1 by the first of each month, beginning October 1, 2023, billing you for all active cards assigned to the Country Club. Payment will be due by the 15th of the month, payable to Pleasant Prospect, c/o Quality 1 Property Management, 12138 Central Avenue, Suite 863, Mitchellville, MD, 20721. Any requests for new Gate Cards will also be through Quality 1 and not ESSI.

Should you choose to have your members pay us directly, we will need a list of the individuals to whom the active Gate Cards are issued, along with their names, Gate Card number, addresses, and emails. We will need this information no later than September 10, 2023, so we can notify them of the new fee structure.

Thank you in advance for your prompt and positive response to this letter. Should you have any questions about this matter, feel free to contact me at [phorton@quality1propertymanagement.com](mailto:pHORTON@quality1propertymanagement.com).

Sincerely,

Paul R. Horton

Paul R. Horton, CMCA, AMS
Community Manager for Pleasant Prospect HOA

CC
Board of Directors

Attachment

All Users Report / Woodmoore

Account Number 4181684215
 Prepared For Woodmore HOA
 Scheduled Runtime Jun 28, 2023 11:11:55 AM EDT

Parameters:

User In Group(s): Country Club
 User Status: Active

Total Number of Users 242
 Number of Active Users 242
 Number of Deleted Users 0
 Number of Suspended Users 0
 Number of Unaffiliated Users 0
 Number of Expired Credentials 0
 Number of Pending Credentials 0
 Number of Active Credentials 407

User					Credentials				
Last Name	Middle Name	First Name	Status	Group	Cards	PIN	Last Use	Expiration	Status
Aaron		Eugene	Active	Country Club	3202		05/31/2023		Active
Adebisi		Ade	Active	Country Club	3259		01/06/2023		Active
Adebisi		Ade	Active	Country Club	3260		06/18/2023		Active
Agbai		Richard	Active	Country Club	3537		10/02/2022		Active
Amo		Sheila & Eric	Active	Country Club	3788		06/19/2023		Active
Anderson		Brent	Active	Country Club	3792		06/25/2023		Active
Anderson		David	Active	Country Club	3785		04/18/2023		Active
Anderson		Ellis	Active	Country Club	3571		06/24/2023		Active
Arrington		Hank	Active	Country Club	3197		12/09/2021		Active
ASHEN		SHANNON	Active	Country Club	3880		06/03/2023		Active
Banks		Judge	Active	Country Club	3248		06/06/2023		Active
Barnett		Cornelius	Active	Country Club	3866		06/01/2023		Active

User					Credentials				
Last Name	Middle Name	First Name	Status	Group	Cards	PIN	Last Use	Expiration	Status
Belton		Joseph & Philippa	Active	Country Club	3759		05/19/2023		Active
Belton		Joseph & Philippa	Active	Country Club	3751		11/05/2022		Active
Benson		Scott	Active	Country Club	3592		06/25/2023		Active
Berger		Kenneth	Active	Country Club	3525		06/27/2023		Active
Berger		Kenneth	Active	Country Club	3350				Active
Berger		Kenneth	Active	Country Club	3523		06/24/2023		Active
Bishop		Chuck	Active	Country Club	3255		06/14/2023		Active
Bishop		Chuck	Active	Country Club	3256		06/11/2023		Active
Blackman		Kirk	Active	Country Club	3162		04/13/2023		Active
Booze		Letisha	Active	Country Club	3890		06/26/2023		Active
Booze		Marshall	Active	Country Club	3891		06/15/2023		Active
Bowers		Daniel	Active	Country Club	3543		06/26/2022		Active
Bramwell		Kirk	Active	Country Club	3588		06/17/2023		Active
Bramwell		Kirk	Active	Country Club	3551		09/25/2022		Active
Branch		Llewellyn	Active	Country Club	3869		06/17/2023		Active
Brooks		Mike	Active	Country Club	3883				Active
Brooks		Mike	Active	Country Club	3874				Active
Brown		Desmond	Active	Country Club	3586		09/05/2022		Active
Browne Smith		Tawanna	Active	Country Club	3858				Active
Brunson		Amos	Active	Country Club	3594		06/05/2021		Active
Brunson		Ebony	Active	Country Club	3595		09/06/2021		Active
Burgess		Annette	Active	Country Club	3567		05/31/2023		Active
Burgess		Annette	Active	Country Club	3568		06/23/2023		Active
Burgess		Annette	Active	Country Club	3235		06/05/2021		Active
Busby		Ron	Active	Country Club	3210		01/18/2023		Active
Busby		Ron	Active	Country Club	3776				Active
Busby		Ron	Active	Country Club	3893		06/27/2023		Active
Byrd		William	Active	Country Club	3263				Active
Byrd		William	Active	Country Club	3262				Active
Callender		Lennox	Active	Country Club	3300				Active
Callender		Lennox	Active	Country Club	3301				Active
Camp		Marva	Active	Country Club	3264		08/14/2020		Active

User					Credentials				
Last Name	Middle Name	First Name	Status	Group	Cards	PIN	Last Use	Expiration	Status
Camp		Marva	Active	Country Club	3167		10/31/2021		Active
Camp		Marva	Active	Country Club	3166		06/01/2023		Active
Carolina		Michael	Active	Country Club	3522		03/08/2023		Active
Carpenter		Janay	Active	Country Club					
Cates	D.	Maurice	Active	Country Club	3302		06/09/2023		Active
Chambers		Ernest	Active	Country Club	3528		05/20/2022		Active
Chambers		Ernest	Active	Country Club	3870		06/22/2023		Active
Chambers		Ernest	Active	Country Club	3526		10/11/2022		Active
Chambers		Ernest	Active	Country Club	3871		06/02/2023		Active
Chambers		Ernest	Active	Country Club	3872		06/22/2023		Active
Chambers		Ernest	Active	Country Club	3524		08/14/2021		Active
Chapman		Parker	Active	Country Club	3599		12/29/2020		Active
Chisam		Sean	Active	Country Club	3521		10/23/2022		Active
Chisam		Sean	Active	Country Club	3545		04/30/2022		Active
Chisam		Sean	Active	Country Club	3533		09/06/2021		Active
Chisam		Sean	Active	Country Club	3520				Active
Christian		Shelia	Active	Country Club	3231		06/11/2023		Active
Clark		Riley	Active	Country Club	3265				Active
Clay		Mr.	Active	Country Club	3291		02/15/2023		Active
Cocuzza		Christopher	Active	Country Club	3559		10/23/2021		Active
Cole		Bola	Active	Country Club	3587		10/20/2021		Active
Collins		Sharon	Active	Country Club	3346		06/19/2023		Active
Collins		Sharon	Active	Country Club	3347		06/19/2023		Active
Cooke		Michael	Active	Country Club	3252		06/24/2023		Active
Cooke		Michael	Active	Country Club	3251		05/21/2023		Active
Cooper		Craig	Active	Country Club	3538		06/11/2023		Active
Cooper		Craig	Active	Country Club	3502		06/04/2023		Active
Cooper		Delores	Active	Country Club	3152		06/19/2023		Active
Corbin Lewis		Arlene	Active	Country Club	3550		05/14/2023		Active
Correia		Shirlanna	Active	Country Club	3225				Active
Correia		Shirlanna	Active	Country Club	3183		06/08/2023		Active
Cotton		Gibran	Active	Country Club	3856		06/20/2023		Active
Cowans		Audrey	Active	Country Club	3512		10/29/2021		Active

User					Credentials				
Last Name	Middle Name	First Name	Status	Group	Cards	PIN	Last Use	Expiration	Status
Cowans		Audrey	Active	Country Club	3230				Active
Cunningham		Moneka	Active	Country Club	3244				Active
Cushman		Topher	Active	Country Club	3286				Active
Daniel		Reginald	Active	Country Club	3794		06/23/2023		Active
Daniel		Reginald	Active	Country Club	3795		06/28/2023		Active
Davis		Griffin	Active	Country Club	3303				Active
Dawson		Herman	Active	Country Club	3304		05/10/2023		Active
Dawson		Herman	Active	Country Club	3305		06/24/2023		Active
Deal-Williams		Vicki	Active	Country Club	3296		06/16/2023		Active
Deal-Williams		Vicki	Active	Country Club	3297		03/12/2023		Active
Dobbs		Erica	Active	Country Club	3191		04/14/2023		Active
Dobbs		Erica	Active	Country Club	3190		06/25/2023		Active
Dobbs		Erica	Active	Country Club	3189		02/27/2022		Active
Doerrer		Cathy	Active	Country Club	3796		06/11/2023		Active
Eades		Sharon	Active	Country Club	3596				Active
Eades		Sharon	Active	Country Club	3579		03/12/2023		Active
Edmondson		Marcella	Active	Country Club	3345		06/16/2023		Active
Edmondson		Wayne	Active	Country Club	3344		11/10/2022		Active
Edwards		Alfred	Active	Country Club	3165				Active
Edwards		Alfred	Active	Country Club	3161				Active
Edwards		Vania	Active	Country Club	3173				Active
Elkins		Arthur	Active	Country Club	3220				Active
Elkins		Arthur	Active	Country Club	3221				Active
Elkins		Arthur	Active	Country Club	3213		12/18/2020		Active
Elkins		Arthur	Active	Country Club	3218				Active
Elliot		Alfred	Active	Country Club	3541		06/27/2023		Active
Elliot		Alfred	Active	Country Club	3549		06/27/2023		Active
Eubanks		Shyrelle	Active	Country Club	3306		02/19/2023		Active
Facen		Princess	Active	Country Club	3319				Active
Fajen		Zach	Active	Country Club	3227		12/16/2022		Active
Feltenberger		Michael	Active	Country Club	3343		06/17/2023		Active
Feltenberger		Michael	Active	Country Club	3342		06/08/2023		Active
Fisher		Marge	Active	Country Club	3266		06/14/2023		Active

User					Credentials				
Last Name	Middle Name	First Name	Status	Group	Cards	PIN	Last Use	Expiration	Status
Fitzmaurice		Michael	Active	Country Club	3510		12/31/2021		Active
Fitzmaurice		Michael	Active	Country Club	3505		05/19/2023		Active
Fountain		Cheryl	Active	Country Club	3223				Active
Fountain		Cheryl	Active	Country Club	3182		08/03/2021		Active
Franks		Thelma	Active	Country Club	3877				Active
Gafford		Patricia	Active	Country Club	3761		06/27/2023		Active
Gafford		Patricia	Active	Country Club	3339		06/27/2023		Active
Gaines		Mr. & Mrs.	Active	Country Club	3239				Active
Gilchrist		Jason	Active	Country Club	3532		12/25/2022		Active
Grant		Michael	Active	Country Club	3867				Active
Grant		Michael	Active	Country Club	3868		06/25/2023		Active
Green		Rodney	Active	Country Club	3577		05/02/2021		Active
Green		Scott	Active	Country Club	3254				Active
Green		Scott	Active	Country Club	3253		05/24/2023		Active
Green		Scott	Active	Country Club	3216		06/11/2023		Active
Green		Scott	Active	Country Club	3209		07/28/2021		Active
Griffin		Rodney	Active	Country Club	3566		08/07/2022		Active
Gurowitz		Brett	Active	Country Club	3503		08/23/2020		Active
Hall		Devin	Active	Country Club	3754		06/06/2023		Active
Hamilton		Mark	Active	Country Club	3267				Active
Harmon		David	Active	Country Club	3308		09/25/2022		Active
Harmon		David	Active	Country Club	3307		05/31/2021		Active
Harris		Christina	Active	Country Club	3518		09/04/2022		Active
Harriston		Blank	Active	Country Club	3249				Active
Hayle		Daniel	Active	Country Club	3539		06/25/2023		Active
Hearding		David	Active	Country Club	3762		06/15/2023		Active
Hibbert Sr.		Roy	Active	Country Club	3268				Active
Hibbert Sr.		Roy	Active	Country Club	3269				Active
Hoffman		Linda	Active	Country Club	3169				Active
Holder		Mark	Active	Country Club	3270		05/18/2023		Active
Holder		Mark	Active	Country Club	3271		06/19/2023		Active
Holt		Floyd	Active	Country Club	3332		09/07/2022		Active
Holt		Floyd	Active	Country Club	3333		03/02/2023		Active

User					Credentials				
Last Name	Middle Name	First Name	Status	Group	Cards	PIN	Last Use	Expiration	Status
Hooper		Vernoy	Active	Country Club	3181				Active
Hooper		Vernoy	Active	Country Club	3335				Active
Hooper		Vernoy	Active	Country Club	3334				Active
Horton		Paul	Active	Residents, Country Club	7366		06/23/2023		Active
Howard		Theodore	Active	Country Club	3799		12/31/2022		Active
Howard		Theodore	Active	Country Club	3800		06/25/2022		Active
Hughes	C.	Joseph	Active	Country Club	3272		05/03/2023		Active
Ijadunola		Norma	Active	Country Club	3273		05/11/2023		Active
Ingram		Cheryl	Active	Country Club	3274				Active
Jackson		Barrington	Active	Country Club	3206		05/07/2022		Active
Jackson		Barrington	Active	Country Club	3207		06/25/2023		Active
Jackson		Glen	Active	Country Club	3600		11/27/2020		Active
Jackson		Kevin	Active	Country Club	3309		06/20/2023		Active
Jackson		Laurence	Active	Country Club	3311				Active
Jackson II		Dennis	Active	Country Club	3176				Active
Jenkins		James	Active	Country Club	3509		09/20/2020		Active
Jenkins		James	Active	Country Club	3157		06/01/2023		Active
Johnson		Marcus	Active	Country Club	3212		06/02/2023		Active
Johnson		Richetta	Active	Country Club	3276		06/26/2023		Active
Johnson		Richetta	Active	Country Club	3275				Active
Joye		Simone	Active	Country Club	3557		11/05/2021		Active
Joyner		Nedra	Active	Country Club	3894				Active
Kelly		Davon	Active	Country Club	3171		06/26/2023		Active
Kelly		Davon	Active	Country Club	3170		06/16/2023		Active
Kennedy		Caroletta	Active	Country Club	3278		08/12/2022		Active
Kennedy		Caroletta	Active	Country Club	3277		08/12/2022		Active
Knickman		Skye	Active	Country Club	3881				Active
Knickman		Skye	Active	Country Club	3531		05/29/2023		Active
Knuckles		Archie	Active	Country Club	3766		05/06/2023		Active
Kuyateh		Omar	Active	Country Club	3507		08/04/2021		Active
Kuyateh		Omar	Active	Country Club	3508		06/28/2023		Active
Lakey		Joshua	Active	Country Club	3857		06/27/2023		Active
Larson		William	Active	Country Club	3572		08/17/2022		Active

User					Credentials				
Last Name	Middle Name	First Name	Status	Group	Cards	PIN	Last Use	Expiration	Status
Lester		Damon	Active	Country Club	3310				Active
Loggins		Maya	Active	Country Club	3279		06/04/2023		Active
Lomax		Stefanie	Active	Country Club	3887		06/17/2023		Active
Lopez		Alexis	Active	Country Club	3780		06/11/2023		Active
LP Transponders		LP Transponders	Active	Residents, Country Club	7413		06/18/2023		Active
LP Transponders		LP Transponders	Active	Residents, Country Club	7415		06/28/2023		Active
LP Transponders		LP Transponders	Active	Residents, Country Club	7419		06/28/2023		Active
LP Transponders		LP Transponders	Active	Residents, Country Club	7418		06/28/2023		Active
LP Transponders		LP Transponders	Active	Residents, Country Club	7405		06/17/2023		Active
LP Transponders		LP Transponders	Active	Residents, Country Club	7406		06/27/2023		Active
LP Transponders		LP Transponders	Active	Residents, Country Club	7408		06/27/2023		Active
LP Transponders		LP Transponders	Active	Residents, Country Club	7409		06/25/2023		Active
LP Transponders		LP Transponders	Active	Residents, Country Club	7410		05/30/2023		Active
LP Transponders		LP Transponders	Active	Residents, Country Club	7411		06/15/2023		Active
Macklin		John	Active	Country Club	3151				Active
Mahone	Glen	Carver	Active	Country Club	3336		06/06/2023		Active
Mahone		Debra	Active	Country Club	3242		03/10/2021		Active
Manning		William	Active	Country Club	3280				Active
Marshall		David	Active	Country Club	3797		10/29/2022		Active
Martin		Bruce	Active	Country Club	610		06/11/2023		Active
Massie		Elfreda	Active	Country Club	3547		03/12/2023		Active
Matthew		Terrence	Active	Country Club	3546		06/15/2023		Active
Matthew		Terrence	Active	Country Club	3535		06/10/2023		Active
Matthews		Cynthia	Active	Country Club	3774		07/26/2022		Active
Matthews		Tim	Active	Country Club	3898		06/18/2023		Active
Matthews		Tim	Active	Country Club	3789		08/26/2022		Active
Matthews		Tim	Active	Country Club	3851		06/01/2023		Active

User					Credentials				
Last Name	Middle Name	First Name	Status	Group	Cards	PIN	Last Use	Expiration	Status
McDaniel		Nick	Active	Country Club	3873		06/25/2023		Active
McPhail		Gregory	Active	Country Club	3160				Active
McPhail		Gregory	Active	Country Club	3330				Active
Meissner		Oliver	Active	Country Club	3313		03/14/2021		Active
Michelson		Robert	Active	Country Club	3281		06/18/2023		Active
Mmagu		Obinna	Active	Country Club	3882		06/17/2023		Active
Moore		Glenn	Active	Country Club	3282		08/01/2020		Active
Morand		Montreal	Active	Country Club	3327		06/23/2023		Active
Morrison		Browdis	Active	Country Club	3564		11/10/2020		Active
Morrison		Browdis	Active	Country Club	3203		12/22/2020		Active
Moser		Ron	Active	Country Club	3232		07/01/2022		Active
Moser		Ron	Active	Country Club	3233		09/03/2021		Active
Murray		George	Active	Country Club	3312		10/28/2020		Active
Muse		Roland	Active	Country Club	3348				Active
Muse		Roland	Active	Country Club	3349		03/26/2021		Active
Newlin		Jerry	Active	Country Club	3245				Active
Newlin		Jerry	Active	Country Club	3884		06/21/2023		Active
Newlin		Jerry	Active	Country Club	3246		08/18/2022		Active
Newsome		Dr.	Active	Country Club	3180		06/10/2023		Active
Newton (GUEST)		Shirley	Active	Country Club	3793		06/04/2023		Active
Olivarez		Luis	Active	Country Club	3875		06/26/2023		Active
Olivarez		Luis	Active	Country Club	3852		06/23/2023		Active
Paramore		Faron	Active	Country Club	3238		06/18/2023		Active
Paramore		Michelle	Active	Country Club	3229		12/31/2022		Active
Parrish		Ronika	Active	Country Club	3163				Active
Parrish		Ronika	Active	Country Club	3164		08/26/2021		Active
Parson		Stephanie	Active	Country Club	3779		05/30/2023		Active
Peeler		Meshell	Active	Country Club	3583		06/06/2023		Active
Peeler		Stephen	Active	Country Club	3582		04/11/2023		Active
Penn		Jeffrey	Active	Country Club	3250				Active
Perrault		Shane	Active	Country Club	3554		06/17/2023		Active
Pierre		Zina	Active	Country Club	3283				Active
Powell		Caroletta	Active	Country Club	3565		11/05/2021		Active

User					Credentials				
Last Name	Middle Name	First Name	Status	Group	Cards	PIN	Last Use	Expiration	Status
Powell		Cecillia	Active	Country Club	3331		08/30/2020		Active
Preprogrammed		Preprogrammed	Active	Staff,Visitors,Master,Residents,Co untry Club	7452		06/28/2023		Active
Preprogrammed		Preprogrammed	Active	Staff,Visitors,Master,Residents,Co untry Club	7421		06/28/2023		Active
Preprogrammed		Preprogrammed	Active	Staff,Visitors,Master,Residents,Co untry Club	7422		06/28/2023		Active
Preprogrammed		Preprogrammed	Active	Staff,Visitors,Master,Residents,Co untry Club	7423		06/28/2023		Active
Preprogrammed		Preprogrammed	Active	Staff,Visitors,Master,Residents,Co untry Club	7429		06/28/2023		Active
Preprogrammed		Preprogrammed	Active	Staff,Visitors,Master,Residents,Co untry Club	7430		07/15/2021		Active
Preprogrammed		Preprogrammed	Active	Staff,Visitors,Master,Residents,Co untry Club	7432		07/21/2022		Active
Preprogrammed		Preprogrammed	Active	Staff,Visitors,Master,Residents,Co untry Club	7435		06/27/2023		Active
Preprogrammed		Preprogrammed	Active	Staff,Visitors,Master,Residents,Co untry Club	7436		06/27/2023		Active
Preprogrammed		Preprogrammed	Active	Staff,Visitors,Master,Residents,Co untry Club	7439		06/26/2023		Active

User					Credentials				
Last Name	Middle Name	First Name	Status	Group	Cards	PIN	Last Use	Expiration	Status
Preprogrammed		Preprogrammed	Active	Staff,Visitors,Master,Residents,Co untry Club	7441		06/25/2023		Active
Preprogrammed		Preprogrammed	Active	Staff,Visitors,Master,Residents,Co untry Club	7442		06/15/2023		Active
Preprogrammed		Preprogrammed	Active	Staff,Visitors,Master,Residents,Co untry Club	7443		06/27/2023		Active
Preprogrammed		Preprogrammed	Active	Staff,Visitors,Master,Residents,Co untry Club	7444		06/07/2023		Active
Preprogrammed		Preprogrammed	Active	Staff,Visitors,Master,Residents,Co untry Club	7445		01/31/2023		Active
Preprogrammed		Preprogrammed	Active	Staff,Visitors,Master,Residents,Co untry Club	7447		06/26/2023		Active
Preprogrammed		Preprogrammed	Active	Staff,Visitors,Master,Residents,Co untry Club	7449		09/07/2021		Active
Preprogrammed		Preprogrammed	Active	Staff,Visitors,Master,Residents,Co untry Club	7451		06/27/2023		Active
Preprogrammed		Preprogrammed	Active	Staff,Visitors,Master,Residents,Co untry Club	7453		06/28/2023		Active
Preprogrammed		Preprogrammed	Active	Staff,Visitors,Master,Residents,Co untry Club	7456		06/28/2023		Active

User					Credentials				
Last Name	Middle Name	First Name	Status	Group	Cards	PIN	Last Use	Expiration	Status
Preprogrammed		Preprogrammed	Active	Staff,Visitors,Master,Residents,Co untry Club	7457		06/26/2023		Active
Preprogrammed		Preprogrammed	Active	Staff,Visitors,Master,Residents,Co untry Club	7459		06/19/2023		Active
Preprogrammed		Preprogrammed	Active	Staff,Visitors,Master,Residents,Co untry Club	7460		04/03/2023		Active
Preprogrammed		Preprogrammed	Active	Staff,Visitors,Master,Residents,Co untry Club	7462		06/25/2023		Active
Preprogrammed		Preprogrammed	Active	Staff,Visitors,Master,Residents,Co untry Club	7465		06/26/2023		Active
Preprogrammed		Preprogrammed	Active	Staff,Visitors,Master,Residents,Co untry Club	7466		06/26/2023		Active
Preprogrammed		Preprogrammed	Active	Staff,Visitors,Master,Residents,Co untry Club	7469		06/28/2023		Active
Preprogrammed Cards		Preprogrammed Cards	Active	Staff,Visitors,Master,Residents,Co untry Club	3686		06/27/2023		Active
Preprogrammed Cards		Preprogrammed Cards	Active	Staff,Visitors,Master,Residents,Co untry Club	3694		04/13/2023		Active
Preprogrammed Cards		Preprogrammed Cards	Active	Staff,Visitors,Master,Residents,Co untry Club	3693		08/07/2021		Active

User					Credentials				
Last Name	Middle Name	First Name	Status	Group	Cards	PIN	Last Use	Expiration	Status
Preprogrammed Cards		Preprogrammed Cards	Active	Staff,Visitors,Master,Residents,Country Club	3682		09/24/2022		Active
Preprogrammed Cards		Preprogrammed Cards	Active	Staff,Visitors,Master,Residents,Country Club	3683		06/27/2023		Active
Preprogrammed Cards		Preprogrammed Cards	Active	Staff,Visitors,Master,Residents,Country Club	3684		06/25/2023		Active
Preprogrammed Cards		Preprogrammed Cards	Active	Staff,Visitors,Master,Residents,Country Club	3685		08/27/2022		Active
Preprogrammed Cards		Preprogrammed Cards	Active	Staff,Visitors,Master,Residents,Country Club	3652		06/18/2023		Active
Preprogrammed Cards		Preprogrammed Cards	Active	Staff,Visitors,Master,Residents,Country Club	3653		06/26/2023		Active
Preprogrammed Cards		Preprogrammed Cards	Active	Staff,Visitors,Master,Residents,Country Club	3654		07/16/2022		Active
Preprogrammed Cards		Preprogrammed Cards	Active	Staff,Visitors,Master,Residents,Country Club	3656		06/13/2023		Active
Preprogrammed Cards		Preprogrammed Cards	Active	Staff,Visitors,Master,Residents,Country Club	3659		06/28/2023		Active
Preprogrammed Cards		Preprogrammed Cards	Active	Staff,Visitors,Master,Residents,Country Club	3660		06/06/2023		Active

User					Credentials				
Last Name	Middle Name	First Name	Status	Group	Cards	PIN	Last Use	Expiration	Status
Preprogrammed Cards		Preprogrammed Cards	Active	Staff,Visitors,Master,Residents,Country Club	3661		06/28/2023		Active
Preprogrammed Cards		Preprogrammed Cards	Active	Staff,Visitors,Master,Residents,Country Club	3664		06/28/2023		Active
Preprogrammed Cards		Preprogrammed Cards	Active	Staff,Visitors,Master,Residents,Country Club	3670		06/03/2023		Active
Preprogrammed Cards		Preprogrammed Cards	Active	Staff,Visitors,Master,Residents,Country Club	3677		06/08/2023		Active
Preprogrammed Cards		Preprogrammed Cards	Active	Staff,Visitors,Master,Residents,Country Club	3680		06/25/2023		Active
Preprogrammed Cards		Preprogrammed Cards	Active	Staff,Visitors,Master,Residents,Country Club	3681				Active
Prewitt		Keith	Active	Country Club	3168		06/25/2023		Active
Proctor		Dianne	Active	Country Club	3284				Active
Proctor		Dianne	Active	Country Club	3285		08/20/2021		Active
Ragland		Sherman	Active	Country Club	3314		06/21/2023		Active
Reed		Travis	Active	Country Club	3865		06/09/2023		Active
Reed		Travis	Active	Country Club	3860		04/16/2023		Active
Rich		Angel	Active	Country Club	3536		04/28/2023		Active
Rich		Angel	Active	Country Club	3517		10/12/2022		Active
Ried		Alex	Active	Country Club	3527		06/01/2023		Active
Riley Jr.		James	Active	Country Club	3553		04/01/2023		Active
Riley Jr.		James	Active	Country Club	3555		04/26/2023		Active
Rogers		Terry	Active	Country Club	3584		10/20/2022		Active
Rogers		Wanda	Active	Country Club	3581		07/27/2022		Active
Rosenburg		Camille	Active	Country Club	3593		12/17/2021		Active
Ryder		Fred	Active	Country Club	3798		06/27/2023		Active

User					Credentials				
Last Name	Middle Name	First Name	Status	Group	Cards	PIN	Last Use	Expiration	Status
Salamanca		Mr.	Active	Country Club	3226		03/19/2022		Active
Sanders		Chanda	Active	Country Club	3854				Active
Sanders		Chanda	Active	Country Club	3855		06/10/2023		Active
Schikner		Bill	Active	Country Club	3777		05/05/2023		Active
Scott		Keon	Active	Country Club	3771		06/15/2023		Active
Scott		Keon	Active	Country Club	3786		07/29/2022		Active
Seymore		Eraena	Active	Country Club	3763		12/22/2022		Active
Shorter		George	Active	Country Club	3756		12/17/2022		Active
Smith		Eugene	Active	Country Club	3241				Active
Smith		Eugene	Active	Country Club	3317		10/16/2021		Active
Smith		Eugene	Active	Country Club	3316		07/19/2020		Active
Smith		Eugene	Active	Country Club	3589		10/06/2022		Active
Smith	P.	Robert	Active	Country Club	3290		08/26/2022		Active
Smith		Sabrina	Active	Country Club	3769		06/09/2023		Active
Smith		Sabrina	Active	Country Club	3767		02/02/2023		Active
Smith		Walter	Active	Country Club	3172		06/22/2023		Active
Smith		Wanda	Active	Country Club	3215				Active
Smith		Wanda	Active	Country Club	3501		06/25/2023		Active
Smith-Hudnall		Smith-Hudnall	Active	Country Club	3200		08/10/2022		Active
Snow		Eugene	Active	Country Club	3580		04/12/2023		Active
Snow		Eugene	Active	Country Club	3211		06/18/2023		Active
Soberani		Mernervia	Active	Country Club	3199		06/12/2022		Active
Stancil		Angie	Active	Country Club	3768		03/26/2022		Active
Stancil		Angie	Active	Country Club	3775		10/29/2022		Active
Stewart		Carmilla	Active	Country Club	3177				Active
Stewart		Carmilla	Active	Country Club	3222		08/21/2022		Active
Stimpert		Ronald	Active	Country Club	3204		06/21/2023		Active
Stimpert		Ronald	Active	Country Club	3591		06/15/2023		Active
Stimpert		Ronald	Active	Country Club	3205		06/13/2023		Active
Storr		Tywanda	Active	Country Club	3338				Active
Storr		Xavier	Active	Country Club	3337		06/23/2023		Active
Straub		Lyndsey	Active	Country Club	3185		08/22/2021		Active
Sumpter		Charles	Active	Country Club	3861		06/20/2023		Active

User					Credentials				
Last Name	Middle Name	First Name	Status	Group	Cards	PIN	Last Use	Expiration	Status
Tabor		Carolyn	Active	Country Club	3292		06/26/2023		Active
Tatman		Ravin	Active	Country Club	3560		06/23/2023		Active
Taylor		Darius	Active	Country Club	3772		06/22/2023		Active
Taylor		Darius	Active	Country Club	3770		11/03/2022		Active
Taylor		Jerome	Active	Country Club	3247		05/15/2023		Active
Taylor		Steve	Active	Country Club	3514		06/15/2023		Active
Taylor		Steve	Active	Country Club	3320		11/02/2022		Active
Taylor		Steve	Active	Country Club	3318		06/01/2023		Active
Tech		Seng and Amy	Active	Country Club	3760		06/27/2023		Active
Thomas		King	Active	Country Club	3321				Active
Thomas		King	Active	Country Club	3322				Active
Thomas		Terry	Active	Country Club	3293		03/31/2023		Active
Thomas		Toni	Active	Country Club	3758				Active
Thompson		Demond	Active	Country Club	3542		02/17/2023		Active
Thompson		Demond	Active	Country Club	3548		02/10/2023		Active
Tobin		Katina	Active	Country Club	3757		12/28/2022		Active
Tobin		Katina	Active	Country Club	3791		03/29/2023		Active
Tom		Meilani	Active	Country Club	3155		06/19/2023		Active
Transponders		Transponders	Active	Residents, Country Club	7398		06/24/2021		Active
Transponders		Transponders	Active	Residents, Country Club	7397		06/20/2023		Active
Transponders		Transponders	Active	Residents, Country Club	7396		06/27/2023		Active
Transponders		Transponders	Active	Residents, Country Club	7390		06/27/2023		Active
Valdivieso		Frank	Active	Country Club	3324				Active
Valdivieso		Frank	Active	Country Club	3323		06/25/2023		Active
Vecchione		Jim	Active	Country Club	3790				Active
Vinson		Jamel	Active	Country Club	3859		06/03/2023		Active
Vulcain		Andre	Active	Country Club	3878		06/28/2023		Active
Vulcain		Laureen	Active	Country Club	3879		06/27/2023		Active
Wallace		Norman	Active	Country Club	3178		05/12/2023		Active
Wallace		Norman	Active	Country Club	3179		06/18/2023		Active
Walsh		Ryan	Active	Country Club	3782		06/10/2023		Active

User					Credentials				
Last Name	Middle Name	First Name	Status	Group	Cards	PIN	Last Use	Expiration	Status
Ware		Macon	Active	Country Club	3325		05/20/2023		Active
Warfield		Carroll	Active	Country Club	3329		10/30/2022		Active
Warfield		Carroll	Active	Country Club	3328		06/07/2023		Active
Washington		Anthony	Active	Country Club	3534		06/21/2023		Active
Washington		Johnetta	Active	Country Club	3529		12/10/2022		Active
Washington		Johnetta	Active	Country Club	3530		12/10/2022		Active
Watson		Christopher	Active	Country Club	3341		06/17/2023		Active
Weems		Jerome	Active	Country Club	3853		02/08/2023		Active
Wesley		Michael	Active	Country Club	3513		11/04/2022		Active
Whitaker		David	Active	Country Club	3576		06/21/2023		Active
Whitaker		David	Active	Country Club	3752		04/26/2023		Active
Whitmore		John D. J.	Active	Country Club	3540		10/13/2022		Active
Wiggins		Mr.	Active	Country Club	3569		06/25/2023		Active
Wilkerson		Dwayne	Active	Country Club	3753				Active
Wilkins		Chyrisse	Active	Country Club	3298				Active
Wilkins		Chyrisse	Active	Country Club	3198				Active
Williams		Alexander	Active	Country Club	3590		06/15/2023		Active
Williams		Arlancia	Active	Country Club	3516		06/16/2023		Active
Williams		Arlancia	Active	Country Club	3515		06/28/2023		Active
Williams		Gina	Active	Country Club	3787		05/30/2023		Active
Williams		Gina	Active	Country Club	3888		06/26/2023		Active
Williams		Isabelle	Active	Country Club	3294		06/25/2023		Active
Williams		Isabelle	Active	Country Club	3295		12/03/2022		Active
Williams	E.	John	Active	Country Club	3196		09/11/2021		Active
Williams	E.	John	Active	Country Club	3511		05/19/2022		Active
Williams	E.	John	Active	Country Club	3192		05/31/2023		Active
Williams		Michele	Active	Country Club	3892				Active
Williams		Michele	Active	Country Club	3876				Active
Williams		Pernell	Active	Country Club	3519		03/24/2023		Active
Williams		Perrie	Active	Country Club	3552		07/12/2022		Active
Williams		Vicki-Deals	Active	Country Club	3236		06/15/2023		Active
Winston		Tasman	Active	Country Club	3558		02/11/2023		Active
Winston		Tasman	Active	Country Club	3208		01/16/2022		Active

User					Credentials				
Last Name	Middle Name	First Name	Status	Group	Cards	PIN	Last Use	Expiration	Status
Woods		Tanya	Active	Country Club	3153		06/17/2023		Active
Woods		Tanya	Active	Country Club	3154				Active
Woods		Vernon	Active	Country Club	3228				Active
Worrell		David	Active	Country Club	3561		03/19/2023		Active
Worrell		David	Active	Country Club	3562		06/23/2023		Active
Yates		Melvin	Active	Country Club	3773		10/23/2022		Active
Yates		Melvin	Active	Country Club	3755		03/05/2023		Active
Yost		Martin	Active	Country Club	3563		06/25/2023		Active
Young		Keyon	Active	Country Club	3570		06/18/2023		Active
Young		Keyon	Active	Country Club	3585		06/13/2023		Active
Zamer		Shadi	Active	Country Club	3326		10/13/2021		Active
Zeigler		Jana	Active	Country Club	3863		06/06/2023		Active
Zeigler		Jason	Active	Country Club	3597		09/12/2020		Active



Sundria R. Ridgley
Senior Vice President & General Counsel
(202) 538-3252
(407) 588-4818 (fax)
sridgley@concertgolfclubs.com

*Member of FL, NY, DC, and OH Bars

September 5, 2023

VIA EMAIL [phorton@quality1propertymanagement.com]

Exhibit 10

Mr. Paul Horton
Community Manager
Pleasant Prospect Homeowners Association, Inc.
9420 Annapolis Road, Suite 105
Lanham, Maryland 20706

Dear Mr. Horton:

I am legal counsel to Concert Woodmore, LLC (“Concert Woodmore”), which owns and operates the Country Club at Woodmore (“Club”) in Mitchellville, Maryland. Your September 4, 2023 correspondence to General Manager Daniel Hayle informing the Club of a new prohibitive fee structure for gate access has been forwarded to me for a response. Please be advised that this correspondence constitutes formal notice of the Club’s objections to the new fee structure and invocation of the resolution procedures set forth in the April 2017 Settlement Agreement, as renewed.

As you should be aware, Pleasant Prospect is a public road, and the Pleasant Prospect Homeowners Association (“PPHOA”) was permitted by Prince George’s County, Maryland (“County”) to erect the gatehouse and gates as so called “Security Facilities” only upon the PPHOA’s compliance with the following express and unambiguous condition:

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.

See Pleasant Prospect Road and Gatehouse Agreement (“Agreement”), § V (Emphasis added).

Public records also make clear that the PPHOA is expressly prohibited from undertaking any action to “obstruct, hinder, or otherwise interfere with the flow of traffic entering, leaving, traveling upon, or otherwise using Pleasant Prospect Drive[.]” absent the existence of certain specific conditions that the PPHOA cannot demonstrate. *See Declaration of Covenants dated March 17, 1982 (“Declaration”), Book 5512, Pages 615-616.*

Mr. Paul Horton
September 5, 2023
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The County, cognizant of the obvious and inherent risks attendant to allowing a private association to erect gates and a gatehouse on a public road, required the PPHOA to indemnify, hold harmless, and defend the County against and from any and all claims, suits, and expenses arising out of, or relating to, the existence of the Security Facilities. *See* Agreement, § VII; Covenant dated August 28, 1985 (“Covenant”), Book 6178, Page 429, at § 2.

The proposed fee structure is unacceptable to the Club and rejected. Consistent with the Club’s arrangement with the PPHOA, the Club properly purchased each of the transponders in its possession and assigned to its members and employees, and it is unfathomable that the PPHOA now would attempt to impose prohibitive activation and administrative fees for continued use of the transponders.

Should the PPHOA deactivate the Club’s transponders for nonpayment, it would interfere with the Club’s employees and non-Woodmore members’ right of free and easy access to Pleasant Prospect. These employees and members would be precluded from using Pleasant Prospect’s Eastern entrance and compelled to stop at the gatehouse of the Western entrance, resulting in lengthy backups to enter the community and creating unreasonable safety risks.


Accordingly, if the PPHOA proceeds as stated, the Club will have no choice but to demand that the County direct the immediate removal of the entrance gates and gatehouse on Pleasant Prospect in the interest of public welfare and safety. To that end, unless the Club receives specific written assurances of the PPHOA’s retraction of the proposed non-Woodmore access fees within 48 hours, the Club will formally petition the County to (i) declare the PPHOA in default of the Agreement pursuant to § VIII thereof and (ii) order the gates and gatehouse be razed and removed from the right of way within 30 days, as set forth in § 3 of the Covenant. In light of the imminent and irreparable harm to the Club as a result of the PPHOA’s prohibitive access plans, immediate legal action would be commenced seeking the County’s prompt and permanent remediation of the PPHOA’s threat to public welfare and safety.

It is unfortunate that the PPHOA has opted to undertake unjustifiable and punitive action against the Club that also will directly jeopardize the PPHOA’s own interests in its gates and gatehouse. We urge the PPHOA to reconsider its decision in this matter. Nonetheless, if the PPHOA proceeds as threatened, the Club will take any and all action necessary to remove and permanently enjoin all impediments to public access to Pleasant Prospect.

Mr. Paul Horton
September 5, 2023
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Be guided accordingly.

Sincerely,

A handwritten signature in cursive script that reads "Sundria R. Ridgley".

Sundria R. Ridgley

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

CONCERT WOODMORE, LLC

*

Plaintiff,

v.

*

PLEASANT PROSPECT HOMEOWNERS ASSOCIATION, INC.

*

Case No.: _____

*

Defendant.

* * * * *

AFFIDAVIT OF DANIEL HAYLE

1. My name is Daniel Hayle. I am over the age of eighteen and competent to testify as to the matters set forth herein based on my personal knowledge, information, and belief.
2. I am employed by Plaintiff Concert Woodmore, LLC d/b/a The Country Club at Woodmore (“Country Club”) as General Manager. I have been employed by the Country Club since January 2021.
3. On Monday, September 4, 2023 (Labor Day), I received correspondence via email from the Property Manager for Defendant Pleasant Prospect Homeowners Association, Inc. (“HOA”) informing me for the first time that, effective September 15, 2023, the HOA would be implementing a new fee structure on “Country Club Gate Cards,” specifically a \$25 activation fee and a \$50 monthly fee (prorated for the month of September) for all active cards issued to the Country Club.
4. The September 4 correspondence also stated that any new gate cards issued would be subject to a \$100 activation fee in addition to the \$50 monthly fee.
5. There currently are approximately 400 active cards issued to the Country Club, some of which are assigned to current Club members, some of which are assigned to Club employees, and some of which are being held for new Club members. If applied to all gate cards

currently issued to the Country Club, the new fee structure would cost the Club more than \$20,000 monthly in activation and recurring monthly fees. If the Club refuses to pay these unjustified and unjustifiable fees, the import of the correspondence is clear that the gate cards will be deactivated and easy access to the Country Club denied.

6. Each of the Country Club's gate cards was purchased over time by the Country Club for \$5.73 per card and one-time activation fee of \$35 each, based upon the HOA's promise and representation that the gate cards would provide and ensure access to the Country Club via both the Eastern and Western entrances of Pleasant Prospect, which are gated. Absent an active gate card, persons seeking easy access to the Country Club would be precluded from using the Eastern entrance of Pleasant Prospect and would be unable to use the express lane of the Western Entrance. At the Western entrance, persons in vehicles without active gate cards must stop at the HOA's gatehouse and be interrogated by the HOA's guard, including having their license plates photographed. Although Pleasant Prospect is undisputedly a public road, the HOA's guard appears to have sole and unfettered discretion as to whether to grant entry to a vehicle seeking access to Pleasant Prospect.

7. According to records of the Country Club, prior to the Country Club's acquisition of the gate cards in connection with the settlement of litigation between the HOA and Country Club in 2017, the HOA's guard unreasonably interfered with or denied access to persons seeking access to the Country Club. The HOA apparently engaged in this behavior because it believed that the Country Club benefited from purportedly "valuable services" the HOA provided to the Woodmore community, including the licensed security guards who staff the gatehouse on an around the clock basis. In fact, the HOA sued the Country Club seeking to get the Club to

contribute more for such services. On April 19, 2017, the parties settled the litigation with prejudice and outlined each party's obligations to the other.

8. Under the settlement agreement, the HOA agreed to make gate passes available to all Club members at each member's option and expense, subject to the Club's control. Pursuant to this arrangement, Plaintiff acquired approximately 400 gate cards from the HOA's vendor ESSI at a cost of \$5.73 per card and then paid the HOA a one-time activation fee of \$35 per card. Since 2017, Plaintiff has distributed these cards to Club members and staff, assuring them that this will secure easy and expedited access to the Club through either the Eastern or Western entrance of Pleasant Prospect.

9. I am gravely concerned that the HOA's deactivation of gate cards because of the Club's refusal to pay the HOA's outrageous prohibitive fees will result in membership cancellations due to lengthy delays to access the Country Club that necessarily would result from members having to stop at the HOA's gatehouse and be subject to daily intrusive interrogations by the HOA's guard. Essentially, the HOA presents the Country Club the choice of either risking loss of its membership and prospective membership to inconvenience, long lines, intrusive interrogations, and loss of confidentiality or paying extortionist fees of approximately \$250,000 annually (which costs the Club cannot absorb or afford).

10. Nor can the Club simply pass along these exorbitant fees to Club members, as they would tack on more than \$600 annually to each member's current dues. Such costs also would substantially interfere with the Club's ongoing efforts to attract new members to the Country Club, as these fees merely to access the only road leading to the Club would make membership a far less attractive or competitive option than other nearby clubs. The Country Club also should not be placed in the position of having to divulge its confidential membership list to the HOA, as we have

serious concerns about how such information would be used. If the HOA is allowed to proceed unchecked, the Country Club's very existence will hang in the balance.

11. On September 5, 2023, the day after receipt of the HOA's correspondence, the Country Club responded to the HOA and demanded retraction of the proposed fees, while invoking the dispute resolution procedures of the parties' settlement agreement. On September 11, 2023, the HOA responded that it would not retract the fees, which go into effect on September 15, 2023, thereby necessitating this emergency action.

12. It should be noted that the \$20,000-plus monthly fees the HOA seeks to impose are not for gate cards, as the HOA attempts to claim, and were not the result of cost increases by the HOA's card vendor ESSI.

13. Tellingly, in its September 11 letter, the HOA all but concedes that the prohibitive fees it seeks to impose are not for gate cards but rather for alleged extraneous security and other costs it seeks to pass along to the Country Club—the very claims it made in the prior litigation that were dismissed with prejudice as a result of the settlement agreement. In the HOA's own words "Woodmore is justified in implementing these charges to offset the costs of the security facilities including the bypass gate that its owners are currently solely paying for as part of their monthly assessments." (See September 11, 2023 Letter at p.2). If the Country Club's cards are deactivated for nonpayment of the fees, our business would be irreparably harmed by the loss of members and prospective new members.

14. The long lines to enter the Club through the Western entrance of Pleasant Prospect also likely would create a back-up of traffic onto Woodmore Road, thereby creating an unnecessary and avoidable safety hazard for the general public. The Western entrance to Pleasant

Prospect can accommodate only a few vehicles at a time, so the potential for gridlock and interference with traffic on Woodmore Road would be all but certain.

15. The HOA was permitted by Prince George's County to erect barriers on a public road only on condition that vehicle access remain free and easy. The HOA has abused this privilege under the guise of security and must be stopped from immediately and irreparably harming the Country Club by deactivating the Club's gate cards.

I SWEAR AND AFFIRM UNDER PENALTIES OF PERJURY THAT THE FOREGOING IS TRUE AND IS BASED UPON MY PERSONAL KNOWLEDGE.

Dated this 12 day of September, 2023.

 9/12/2023
Daniel Hayle