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September 5, 2023

VIA EMAIL [[phorton@quality1propertymanagement.com](mailto:phorton@quality1propertymanagement.com)]

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  
Page 2

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  
Page 3

Be guided accordingly.

Sincerely,



Sundria R. Ridgley