

## INFORMATION BROCHURE

## WOODS END HOMEOWNERS ASSOCIATION, INC.

I. ORGANIZATIONAL STRUCTURE

The Woods End Homeowners Association, Inc. is a non-profit corporation established under the laws of the State of Maryland for the purpose of taking title to and managing the open spaces and common areas in the Woods End Subdivision.

The developer and each home purchaser is a member of the corporation. The corporation has no stockholders. The affairs of the corporation are governed by the Articles of Incorporation and By-Laws.

Each year the members elect a Board of Directors of the Association. The corporate affairs of the Association are managed by the Association Board.

The Association Board elects a President from among the members of the Board who acts as chief executive officer of the corporation. The day to day operation of the corporation is the responsibility of the Board of Directors.

The Board of Directors also elects the Secretary and the Treasurer of the corporation. The Secretary has the responsibility of keeping the corporate records, as well as responsibility for mailing assessments, notices of meetings

and other correspondence necessary to conduct the corporate affairs. The Treasurer is the financial officer of the Corporation. The Treasurer shall keep the books of account, prepare periodic financial statements and an annual budget for the association.

## II. MEMBERSHIP AND VOTING RIGHTS

Every owner of a lot which is subject to assessment is a member of the association. Membership may not be separated from ownership of any Lot which is subject to assessment.

The Association has two classes of voting membership:

Class A. Class A members are all Owners, with the exception of the Developer, and are entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons are members. The vote for such Lot is exercised as they determine, but in no event is more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) are the Developer and its assigns and are entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership or

(b) on July 1, 1997.

## III. ANNEXATION, MERGER AND DISSOLUTION

The Developer under the terms of the Declaration of Covenants, Conditions and Restrictions has reserved the right to annex additional property which may become part of the subdivision.

This annexation may take place without the consent of the membership so long as such annexation is, in the opinion of the Federal Housing Administration or the Veterans Administration, in accord with the general plan of development approved by them.

If annexation occurs, membership in the Association shall be increased by the number of additional lots developed in the area annexed.

Merger of the Association with another organization of similar purposes may only take place with the consent of the membership and the approval of the Federal Housing Administration or the Veterans Administration so long as the Developer is a member of the Association.

IV. ASSESSMENTS, THE ASSESSMENT LIEN  
METHOD OF ENFORCEMENT AND  
METHOD OF CHANGING THE MAXIMUM ASSESSMENT

Each member of the Association including the Developer is subject to an annual assessment. The assessment is used for the purpose of maintaining the common areas.

The maximum annual assessment for Class A Members for the first year is Five Hundred Forty and 00/100 (\$540.00) Dollars per lot per year and for Class B Members, fifty percent (50%) of the Class A Member's assessment. The maximum

annual assessment may be increased by action of the Association Board without the consent of the members so long as the increase does not exceed five percent (5%) of the previous years assessment.

The annual assessment may be increased above the maximum amount stated above with the approval of two-thirds (2/3) of each class of members at a meeting called for that purpose.

Special Assessments may be imposed for capital improvements or repairs to the common areas. All special assessments must be approved by the affirmative vote of two-thirds (2/3) of each class of members at a meeting called for that purpose.

The assessment constitutes a lien of each member's lot if it is not paid within thirty days of the due date. After notice to the member of the delinquency, the lien will be filed in the Land Records of Prince George's County until paid. The failure of a member to pay the lien within ninety (90) days of the due date may result in the sale of the member's property to satisfy the assessment due.

In addition to enforcement by lien and foreclosure, a member may be sued personally for failure to pay the assessment when due.

#### V. DESCRIPTION OF THE COMMON PROPERTY

The common property is all of the area described in the Declaration of Covenants, Conditions and Restrictions with the exception of residential lots.

The common property which will be deeded to the Association is made up of green spaces, both wooded and open, to be used for recreational purposes by the members. The improvements will be those agreed upon between the Developer and the appropriate authority of the Prince George's County Government.

The improvements will be minimal with emphasis on maintaining the natural beauty and rural character of the neighborhood. The Common areas will be located in various parts of the community but will be readily accessible to all members.

#### VI. SERVICES PROVIDED BY THE ASSOCIATION

The services provided by the association are described in the Articles of Incorporation. The primary function of the Association is to maintain and improve, when possible, the common areas.

In addition, the Association has the joint responsibility with the members to enforce the protective covenants which control land use within the development in order that the entire project is preserved and maintained as a high quality community.

#### VIII. ARCHITECTURAL CONTROL

The Association Board will appoint a three (3) member committee to serve as the Architectural Review Committee.

This Committee shall have the responsibility of enforcing the Declaration of Covenants, Conditions and

Restrictions and the Protective Covenants as they relate to Architectural Control.

The Architectural Declaration of Covenants, Conditions and Restrictions provide that:

"No structure of any kind, whatsoever shall be commenced, erected, placed, moved onto or permitted to remain on any Lot, nor shall any existing Structure upon any Lot be altered in any way which materially changes the exterior appearance or functions thereof, nor shall any new use be commenced on any Lot, nor shall any portion of such lot be cleared or graded, unless plans and specifications (including a description of any proposed new use) therefor shall have been submitted to and approved in writing by the Committee."